

3756

6/30/2000

AGREEMENT

BETWEEN

CITY OF RICHMOND

AND

TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS

LOCAL 214

Richmond, City of

Effective July 1, 1997 to June 30, 2000

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1997, by and between the CITY OF RICHMOND, a Michigan Municipal Corporation, located at 68225 Main street, Richmond, Michigan, party of the first part, hereinafter referred to as the "Employer" or the "City", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties are desirous of stabilizing relations between the Employer and the employees by establishing and maintaining fair and equitable earnings, benefits, labor standards, working conditions and means of adjustment of any and all disputes which may arise between parties hereto, in order to provide to the fullest extent possible, continuous municipal services to promote the health and welfare of the general public in the City; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE 1

RECOGNITION

Pursuant to the Public Employment Relations Act 379, Public Acts of 1965, the Employer hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, benefits and other terms and conditions of employment for the following classifications of

employees: Cemetery Sexton, Utility Serviceman II, Utility Serviceman I, Bookkeeper, Crew Leader, Secretary\Receptionist II, Secretary/Receptionist I, Library Technician, Assistant Librarian, Childrens Program.

ARTICLE 2

UNION SECURITY

- A) The Employer recognizes and agrees to an agency shop in which membership in the union is not compulsory. Employees in the classifications comprising the bargaining unit covered by the Agreement have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party to this Agreement shall exert any pressure on or discriminate against any employee as regards such matters.
- B) Membership in the Union is separate, apart and distinct from an employee's obligation to pay for bargaining by the Union to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in classifications comprising the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in classifications comprising the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after is has satisfied itself that the Union is the choice of the majority of the employees in the

classifications comprising the bargaining unit.

- C) In consideration of equal benefits and representation by the Union, and as a condition of employment, all non-seasonal, non-temporary employees regularly working more than twenty (20) hours per week in the classifications comprising the bargaining unit shall pay to the Union an amount of money equal to the Union's regular and usual initiation fee and its regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or date of executive of the Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- D) In consideration of the Employer's entering into this Collective Bargaining agreement, which Agreement includes in this Article an Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of Agency Shop fees. It is not intended that the Union should bear any of the costs of collecting dues under the check-off contained in this Collective Bargaining Agreement.

ARTICLE 3

DEDUCTION OF DUES

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of employees represented by the Union, all dues and/or initiation fees of Local 214, provided, however, that the Union presents to the Employer, authorizations signed by such employees allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. The amount of the initiation fee and dues shall be certified to the Employer by the Secretary-Treasurer of the Union, and the Employer will collect and transmit the authorized initial and monthly agency fees to the Union in accordance with the terms of this agreement.

ARTICLE 4

NO STRIKE CLAUSE

- 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 this Agreement.
- B) In the event of a strike, work stoppage or other hinderance, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract and that they may be disciplined and instruct all such persons to immediately cease the offending conduct. Such notices of instruction shall be by telegram or certified special delivery mail, with a copy to the City Manager.

- C) Any strike of the employees entered into or called for by the Union shall constitute a breach of this Agreement and abrogate the obligations 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.

ARTICLE 5

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 the United States. Further, all rights which ordinarily vest in and are exercised by Employers except such as specifically relinquished 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 the types and numbers of materials, machines, tools and equipment to be used; the selection of the locations, number and type 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, layoff, 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 times; and to determine the amount of supervision necessary, reasonable work schedules and the method or process by which work is performed; and,
- 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 where new job classifications are established, both parties will enter into negotiations to determine wage rates for said classifications. None of the above rights will be exercised with the intent of displacing any in the bargaining unit.

ARTICLE 6

DISCIPLINARY ACTION AND DISCHARGE

Employees may be separated from Municipal service temporarily or permanently by disciplinary action; less severe disciplinary action may take the form of an oral or written reprimand. The City Manager, or a department head or immediate supervisor with the approval of the City Manager, may for disciplinary purposes suspend an employee without pay for a period of up to and including ten (10) working days. If an employee received two (2) written reprimands for the same or different offenses within a period of twelve (12) consecutive months, he/she shall, along with his/her second reprimand, receive a suspension without pay for a period of time commensurate with the severity of the accumulated offenses, not to exceed ten (10) working days. If an employee received three (3) written reprimands for the same or different offenses within a period of twelve (12) consecutive months, he/she shall, at the time of issuance of the third reprimand, thereupon be discharged.

In all instances involving written reprimands, suspension or discharge of an employee, the Union Steward or his alternate must be present at all meetings between the involved employee and management. Written reprimands and admonitions will be dated and placed on file for a period not to exceed eighteen (18) months. Written reprimands or notice of intended disciplinary action will be administered to employees as soon as possible following a determination by management that such action is contemplated. In no event shall this action be delayed beyond fifteen (15) working days after knowledge of the incident.

Any action which reflects discredit upon the municipal service or is a direct hindrance to the effective performance of the municipal government functions shall be considered good cause for disciplinary action against any employee of the City of Richmond. Circumstances constituting cause for disciplinary action, whether reprimand, suspension or dismissal, depending upon the severity, are listed below although charges may be based upon causes or complaints other than those listed.

Written reprimands or notices of intended disciplinary action will be given to employees as soon as possible following the employer's knowledge of the event which occasioned the discipline.

- (a) Inattentiveness to work, failure to start work at the designated time, quitting work before the proper time, or leaving the Employer's premises during working hours outside the line of duty without authorization from the department head, immediate supervisor or City Manager.
- (b) Gross neglect of duty or refusal to comply with lawful instructions of a supervisor or management, unless such instruction are injurious to the employees' or general public's health or safety or contrary to the employees' professional ethics.
- (c) Horseplay, deliberate or careless conduct endangering the safety of oneself or other employees including the provoking of or instigating of a fight during working hours or on City premises.
- (d) Insubordination.
- (e) Incompetency and inefficiency in performance of job duties.

- (f) Carelessness or negligence with the monies or the property of the City, including the use of City equipment.
- (g) Theft or intentional destruction of the City's property or another employee's property.
- (h) Discussion with unauthorized persons of any confidential information gained through employment with the City.
- (i) Using or threatening or attempting to use, personal or political influence in an effort to secure some special considerations as a City employee.
- (j) Inducing or attempting to induct any employee in service of the City to commit an unlawful act, or to act in violation of any lawful departmental or official regulations, orders or professional ethics.
- (k) Solicitation or receipt from any person or participation in any fee, gift, or other valuable thing that is given in the hope of expectation of receiving a favor or better treatment than that accorded other persons.
- (l) Commission of acts or omissions unbecoming municipal officer or employee which require discipline to promote the economical or efficient conduct or best interest of the municipal government.
- (m) Offensive conduct or language toward the public or toward City officers or employees.
- (n) Immoral or indecent conduct or conviction of a felony or a misdemeanor involving moral turpitude while an employee of the City.
- (o) The taking of intoxicating beverages or drugs while on duty, being under

the influence of intoxicants or narcotics while on duty or the habitual use of alcoholic beverages or narcotics to excess.

- (p) Failure to pay just debts due or owing or failure to make reasonable provisions for the future payment of such debts, resulting in wage assignments and/or garnishments, thereby causing annoyance to the City, the employee's superiors or embarrassment to the City.
- (q) Intentional falsification of personnel records, work records, time reports or other City records.
- (r) Failure to report to work without giving the department head, immediate supervisor, City Clerk, City Manager or other authorized City staff member notice of absence within two (2) hours after the beginning of an employee's scheduled work day, unless it is impossible to give such notice.
- (s) Repeated refusal to work emergency overtime.
- (t) Excessive absenteeism and/or tardiness.
- (u) Absence from duty without leave contrary to this agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked or cancelled by the proper authority.
- (v) Sleeping on duty.
- (w) Failure to maintain a valid Michigan Motor Vehicle Drivers license, where such license is necessary for the operation of City equipment.

- (x) Failure to maintain a safe driving record, so as to jeopardize the City's fleet insurance coverage.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Employees who have a bona fide grievance, complaint or problem with any condition of employment, or truly believe that they have been disciplined unjustly, shall follow the procedure set forth below in pursuit of a fair hearing and resolution.

STEP 1.

An employee, when aggrieved, should first discuss the problem with his immediate supervisor (as soon after the incident occurred as is convenient) or meet with his Union Steward or Union representative 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 employee or the Steward of Union representative should reduce the matter to writing, specifically noting the incident precipitating the grievance and the provision of this agreement violated or incorrectly applied, and present it to the immediate supervisor for formal action, in which case he has three (3) days to resolve the matter.

STEP 3.

If agreement cannot be reached at Step 2, the grievance shall be then referred to the City Manager within five (5) days who will have seven (7) days in which to reply.

STEP 4.

If the grievance has not been satisfactorily resolved at Step 3, it then may be presented to the City Manager who shall refer it to the Personnel Board for a hearing within seven (7) days to consider the matter as presented by the Union or the aggrieved employee and by the City Manager in an attempt to arrive at a fair and appropriate resolution.

STEP 5.

In the event the grievance is not satisfactorily settled at Step 4, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below, or to the Teamster Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within (10) days, it will be considered closed on the basis of the last disposition.

STEP 6.

In the event the grievance is not satisfactorily settled in the five preceding steps, either party, upon written notice to the other within 15 days after the conclusion of Step 5, may request arbitration.

STEP 7.

The arbitration proceeding shall be 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) days after notices have been given. If parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall act as administration of the proceedings and shall be requested to provide a list of five (5) available arbitrators.

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 person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings and transcripts, if any, shall be borne entirely by the party requesting arbitration, provided that 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 records 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.

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

Any grievance not appealed from an answer at any step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

Any grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled with the exception of any expenses already incurred for arbitration. 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.

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, provided that no claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any other wages earned by the employee during the period involved while not receiving wages from the City.

ARTICLE 8

STEWARDS

The employer recognizes the right of the Local Union membership to elect one job Steward and appoint one alternate each from the Employer's seniority list. The authority of the job Steward and alternate so elected by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with a

represented employee's supervisor and the City Manager in accordance with the provision of the Collective Bargaining Agreement:

2. The collection of regular and usual dues outside of the Employer's time when authorized by appropriate Local Union action;
3. The transmission of messages and information which originate from and are authorized by the Local Union or its officers provided such messages and information
 - a) have been reduced to writing; or,
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job Steward and alternate have not authority to take, encourage or tolerate strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted reasonable time to investigate, present and process formal grievances on the Employer property without the loss of time or pay during his regular working hours, provided that in each and

every instance where such time is required, the length of time and the time period within the working hours in excess of one hour shall be agreed upon previously by the Steward and the superintendent or department head and the City Manager.

ARTICLE 9

SENIORITY

- A. All new employees shall be regarded as probationary employees for the first twelve (12) 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 layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.
- B. The Union shall represent probationary employees to the purposes of collective bargaining.
- C. Seniority shall be on a classification and a departmental basis in accordance with the employee's last date of hire.
- D. Seniority shall not be affected by the race, color, national origin, creed, sex, age, or marital status of the employee or his dependents.
- E. The seniority list on the date of this agreement will show the names and job titles of all employees of the classification comprising the bargaining unit, except probationary employees not entitled to seniority.
- F. The Employer will keep the seniority list up to date and will provide the Union Steward with up-to-date copies upon request.

- G. Job assignments shall be filled on a seniority basis providing that ability and qualifications are equal.
- H. An employee's seniority will continue until he 1) quits, 2) is discharged, 3) retires, 4) is absent without notice or excuse acceptable to the Employer for three (3) consecutive work days or more, 5) is on continuous layoff for a period of time equal to his seniority, or 6) fails to return to work within forty-eight (48) hours after date of mailing written notification to return to work to the employee's last known address or upon termination of a leave of absence unless such time is extended by the Employer. In property cases, exception may be made by the Employer at its discretion.

ARTICLE 10

PROMOTIONS

UNIT TWO - SUPERVISORY:

- A. All promotions shall be filled on the basis of seniority providing that ability and qualifications are equal.
- B. All promotions will be on the basis of a ninety (90) day probationary period during which time the promoted individual will receive the lower rate or the start rate for the grade and job into which he has been promoted. At the end of the ninety (90) day period, provided the individual proves qualified, his pay will be increased to the higher rate for the grade.

UNIT ONE - NON-SUPERVISORY

- C. 1. New employees hired shall begin employment at the probationary rate of that grade. Upon successful completion of the twelve (12) month probation period, he will be paid at Step I of that grade.
- 2. Employees who are certified as fully qualified by their immediate supervisor, department head and/or the City Manager after twelve (12) months will be eligible for promotion to Step II of that grade.
- 3. Employees at Step II who are certified as fully qualified by their immediate supervisor, department head and/or the City Manager after twelve (12) months will be eligible for promotion to Step III of that grade.
- 4. A Secretary/Receptionist I at the Step III rate of that grade who is certified as fully qualified by his immediate supervisor, department head and/or the City Manager after twelve (12) months will be eligible for promotion to Secretary Receptionist II Step I.
- 5. A Utility Serviceman I at Step III who is certified as fully qualified by his immediate supervisor, department head and/or the City Manager after twelve (12) months will be eligible for promotion to Utility Serviceman II.

6. Nothing in the section shall be construed to compel the City to make a promotion. The City may make a promotion when it determines in its sole discretion that an employee is deserving of same or when in its sole discretion it determines that a vacancy exists in a higher grade.
7. Management retains full rights to reduce the number of personnel in the various classifications but it is Management's intent to maintain at least four (4) US II's at the DPW.

ARTICLE 11

LAYOFF

- A. The work "layoff" means a reduction in the working force, a management prerogative to be exercised only in the best interests of the general public as determined by the elected and appointed officers of the City.
- B. Layoffs shall occur in the following order: First, all seasonal and temporary employees shall be laid off, then full-time employees in accordance with seniority as described in paragraph C below.
- C. In all cases of layoff, the principle of straight seniority by classification and department shall be observed and length of service shall govern.
- D. The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the employees affected and furnish a list of the names of said employees to the Union.

ARTICLE 12

RECALL

When an increase in force is necessary, employees previously laid off will be recalled in order of seniority by classification and department to be increased, provided that said employees report for work within seven (7) days of notice of recall, or later if so specified by the Employer.

ARTICLE 13

POSTING VACANCIES AND NEW POSITIONS

Whenever the Employer in its sole discretion determines to fill a vacancy or create a new position in the bargaining unit, it shall post said vacancy or new position for a period of seven (7) days in the following locations:

Public Works -- Meter Room
City Hall - Break/Lunch Room
Library

ARTICLE 14

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 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 this agreement. Supervisory personnel returning to the bargaining unit shall bring their seniority with them.

ARTICLE 15

VETERANS AND MILITARY LEAVE

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

ARTICLE 16

SICK LEAVE

- A. The employee will accrue twelve (12) sick days per year, with an additional six (6) days possible upon request of employee's physician and approval of the City Manager. Sick leave can be accumulated from year to year up to one hundred and twenty (120) days. Upon death or retirement of the employee, fifty percent (50%) of the employee's accumulated sick leave, not to exceed sixty (60) days shall be paid to the employee or the employee's designated beneficiary. No further compensation will be allowed for unused sick leave.
- B. Sick leave days will begin to accrue after the first pay period from date of employment, at the rate of one (1) day per month.
- C. Sick leave may be taken in one-half (1/2) day increments.
- 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. Each covered employee may be allowed to use four (4) days per year for personal business. The first two (2) days are not chargeable to sick

leave and the remaining two (2) days are chargeable to sick leave. Personal business days shall be scheduled in advance and require authorization for absence from the employee's immediate supervisor. Personal business days are not to be used in conjunction with holidays or vacation days except in an extenuating circumstance. In the event of an emergency, the employee should inform the communications dispatcher (727-7545) on duty of his or her planned absence within two (2) hours after the beginning of the employee's scheduled work day.

- F. 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.
- G. When an employee expects to be absent from work due to illness, he shall notify or cause to be notified his department head by the beginning of that work day. When absent from work due to illness for three (3) consecutive work days, a certification of illness or injury from a physician may be required as evidence of illness or disability before compensation for the illness or disability is allowed. 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.
- H. Employees returning from sick leave will be restored to their previous jobs and seniority.
- I. 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.

- J. 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 or 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 remain eligible for re-employment after termination for sickness or disability 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.

ARTICLE 17

INJURY ON THE JOB

- A. This means absence required as a result of an injury or illness while in the City of Richmond employ, covered by Michigan Worker's Compensation.
- B. The employee shall notify his supervisor immediately of any illness or injury.
- C. Employees on disability absence will not accumulate sick leave for the time absent.
- D. The City will pay the employee his regular pay for the first seven (7) calendar days.

- E. After seven (7) days, pay will be determined by the Michigan Worker's Compensation Act.
- F. 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 recommendations of a qualified physician or surgeon designated by the City and examination of the employee.
- G. 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.
- H. Following the twelve (12) month period described in subparagraph F, above, the City will pay to the employee any accrued balance remaining in his or her sick leave and vacation accounts.

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

ARTICLE 18

WORKING OUT OF CLASSIFICATION

Employees may be required to work out of their job classifications 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 in excess of five (5) working days, he shall receive the probationary rate of pay while working above his regular classification.

ARTICLE 19

SUPERVISORS

Non-union supervisors under the position of Director may perform work done by any other employee covered by this Agreement provided that a bargaining unit employee is not displaced and does not lose pay.

ARTICLE 20

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 the 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, unless illegal or unauthorized.

The Employer shall not aid, promote or finance any labor group or organization or group of 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.

ARTICLE 21

CALL IN TIME - OVERTIME - REGULAR HOURS

All Employees shall be listed on an overtime roster from which all emergency call-ins will be made. Emergency call-ins are defined as all non scheduled and shift continuation overtime. When an employee is called in for an emergency he will be paid at the rate of one and one-half times his regular pay for a minimum of three hours. To be eligible for the three hours minimum, the emergency call-in must be during a period of time other than two hours before or two hours after an employee's continuous normal scheduled work shift. Sunday call in time will be paid at double time.

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

- A. Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make a total of forty (40) hours per week.
- B. Time worked in excess of forty (40) hours in any one work week.
- C. There will be no duplication of overtime for the same hours worked.
- D. Double time for holiday hours worked, in addition to holiday pay.

- E. Compensatory time may be elected if authorized by the City Manager.
- F. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.
- G. Eight (8) consecutive hours of work within a twenty-four (24) hour period beginning at midnight shall constitute a regular work day unless shift change or work requirements require a change.
- H. No employee shall be called in for overtime emergency work if he has called in sick for the particular day which the emergency situation arises. Early departure shall also be considered a preclusion to call in for overtime.
- I. All employees covered by this contract shall be listed on an overtime roster and overtime shall be made available on a rotating basis. If an individual is called to work overtime and fails to answer the phone or cannot respond to work, his name shall be checked and that call shall constitute the equivalent of a time worked.

ARTICLE 22

WORK SHIFT

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting time. The City Manager may stagger shifts if he deems necessary. He shall furnish a one (1) week prior notice to the Union regarding any planned shift changes.

ARTICLE 23

JURY DUTY

If an 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.

ARTICLE 24

LIFE INSURANCE

The City of Richmond shall provide Term Life Insurance to employees in the amount of \$30,000.00 value upon death of said employee. The Union may obtain and submit Whole Life insurance proposals to the City Manager but the City is not obligated to change the current Term Life insurance provision of this article.

ARTICLE 25

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%) in creases in health care premium. Members will not pay for any portion of premium increases that exceed twenty percent.

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

ARTICLE 26

FUNERAL AND SERIOUS ILLNESS LEAVE

In the case of death of a member of his immediate family, a regular 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, in-laws, grandparents and grandchildren of the employee, provided he attends the funeral. Additional time may be granted with the approval of the City Manager. Such additional time shall be charged to sick leave. Serious illness leave will be authorized for immediate family hospitalization and operations when the employee is responsible to be at the bedside of the patient. Sick leave may be used when approved by City Manager. Visitation of patient will not be considered as serious illness leave.

ARTICLE 27

HOLIDAYS

- A. The following holidays shall be recognized and observed as paid holidays for contract years 1997 - 2000:

New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	2 Floating Holidays
Thanksgiving Day	

- B. Eligible employees shall receive pay for each holiday listed above.

1. If the holiday falls on Saturday, the preceding Friday will be observed unless regularly scheduled to work on Saturday.
 2. If the holiday falls on Sunday, the succeeding Monday shall be observed unless regularly scheduled to work on Sunday.
- C. A 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 Holidays may not be carried over into the next fiscal year.
- D. An employee shall be eligible for holiday pay if he works his last scheduled day 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.

ARTICLE 28

TUITION REIMBURSEMENT

The City agrees to reimburse an employee the cost of his or her tuition for educational programs related to the employee's work or other City work for which an employee may be eligible by way of job transfer or promotion, 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. However, should the class or course be necessary and reasonable, the City Manager may approve expenditures in excess of the \$300.00 limit.

ARTICLE 29

RETIREMENT PLAN

The regular full time employees covered by this Agreement on January 1, 1984, are eligible to participate in the City of Richmond Employee's Pension Plan. This plan is known as a "qualified money purchase pension plan" with the City contributing an amount equal to six percent (6%) of the employees' base 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 of each year following their first full year of continuous employment with the City of Richmond

ARTICLE 30

UNIFORM ALLOWANCE

The City shall provide five (5) clean uniforms per week for the employees of the D.P.W. The City will provide coveralls on those occasions when employees are engaged in extra dirty job assignments.

The City will provide the D.P.W. employees with necessary rubber boots and rainsuits and all required safety equipment.

ARTICLE 31

WAGES

Hourly wages shall be as stated below for beginning employees first entering the work force and for employees having satisfactorily completed the twelve (12) months probationary period, provided that the City Manager may, within current budgetary allocations, increase an employee's rate of pay for exceptionally meritorious performance of duties.

	<u>PROBATION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
Bookkeeper				
1997/1998	\$ 10.84	\$ 12.05	\$ 13.38	\$ 14.87
1998/1999	11.06	12.29	13.65	15.17
1999/2000	11.39	12.66	14.06	15.63
Secretary/Receptionist I				
1997/1998	\$ 7.26	\$ 8.07	\$ 8.97	\$ 9.85
1998/1999	7.41	8.23	9.15	10.05
1999/2000	7.63	8.48	9.42	10.35
Secretary/Receptionist II				
1997/1998	\$ 9.85	\$ 10.95	\$ 12.17	\$ 13.53
1998/1999	10.05	11.17	12.41	13.80
1999/2000	10.35	11.51	12.78	14.21
Utility Serviceman I				
1997/1998	\$ 11.67	\$ 12.97	\$ 14.41	\$ 16.01
1998/1999	11.90	13.23	14.70	16.33
1999/2000	12.26	13.63	15.14	16.82
Utility Serviceman II				
1997/1998				\$ 16.37
1998/1999				16.70
1999/2000				17.20
Sexton				
1997/1998	\$ 12.60	\$ 13.99	\$ 15.54	\$ 17.27
1998/1999	12.85	14.27	15.85	17.62
1999/2000	13.24	14.70	16.33	18.15

wages (cont'd)

	<u>PROBATION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
DPW Crew Leader				
1997/1998				\$ 17.48
1998/1999				17.83
1999/2000				18.36
Library Technician				
1997/1998	\$ 8.76	\$ 9.73	\$ 10.81	\$ 12.02
1998/1999	8.94	9.92	11.03	12.26
1999/2000	9.21	10.22	11.36	12.63
Library Assistant/Children's Program				
1997/1998	\$ 8.16	\$ 8.42	\$ 9.28	\$ 10.20
1998/1999	8.32	8.59	9.47	10.40
1999/2000	8.57	8.85	9.75	10.71

ARTICLE 32

VACATION

- A. Each regular employee who has been in continuous service with the City of Richmond shall accrue vacation by anniversary date of hire in accordance with the schedule listed:

1 year - five (5) days

2 years - ten (10) days

5 years - fifteen (15) days

10 years - twenty (20) days

15 years - twenty-two and one-half (22 1/2) days

22 years - twenty-five (25) days

- B. Said vacation to be taken after receiving permission from the Department

Head, or in his absence the designated supervisor or City Manager, who shall allow said vacation at a time when said employee is not indispensable or necessary. Vacations may be taken any time after the employee's anniversary date of hire for which it has been earned and must be taken prior to the next anniversary date of hire. Vacation leave may be taken all at one time or spread over the employee's work year. Vacation leave shall be construed as the customary and usual work day/week compensation of the particular employee, less overtime.

- C. Vacation time may be requested up to sixty (60) calendar days in advance of the requested time off. At the time the request is received by the Department Head or Immediate Supervisor, it shall be posted in the: 1) meter room at the DPW, or 2) break/lunch room of City Hall. Five working days, including the date of posting, shall be given for higher seniority Union employees in the affected department to challenge the vacation request by putting in a request for concurrent vacation time. It is up to the Supervisor or Department Head to determine which vacation time, if any, shall be granted. Extenuating circumstances, such as whether either employee has already had vacation time that year, if an employee is near his anniversary date of hire and must use up vacation time, if either employee has already received vacation preference, etc., shall be considered in determining which vacation time will be granted. If there are no extenuating circumstances, the higher

seniority employee shall be granted the vacation time. Management is under no obligation to allow more than one (1) member of a department to be on vacation at any given time. Management shall make every attempt to answer vacation requests within a two (2) week time period from the date the request is received.

- D. Vacation time taken in conjunction with paid holidays (except for floating holidays) or the opening day of Rifle Season shall be on a rotating schedule maintained by the Union Steward or Alternate Steward. These holidays are: 1) Good Friday, 2) Memorial Day, 3) Independence Day, 4) Labor Day, 5) Opening Day of Rifle Season, 6) Thanksgiving and the Day After Thanksgiving, 7) Christmas Eve through New Year's Day. Although the opening day of Rifle Season is not a recognized holiday, this day will be treated as such for the purposes of the rotating schedule and fairness to all employees. The schedule shall be determined at the beginning of the fiscal year and shall be maintained separately for each department. A new employee shall not be placed on the schedule until the July 1st following his completion of probation, at which time he shall be last on the schedule. To start, the highest seniority employee in each department will choose first from the list of Holidays, then the next highest in seniority and so on, until the list is completed. The following fiscal year the employee with the second highest seniority shall choose first, then the third, etc. All new employees shall be last on the

schedule, so that if there are X number of employees with higher seniority at his date of hire, it will be X years before that employee shall be first to choose. Employees may give up or trade Holidays, but are under no obligation to do so. Any disputes will be settled by the Union Steward or Department Head. Each employee may pick one (1) of the aforementioned holiday periods from the list. If any holiday periods remain after each employee has picked one, the selection process shall start over with the employee who picked first and continue until all holiday periods have been selected.

ARTICLE 33

PAYROLL REQUESTS

- A. All requests for advance vacation pay must be submitted to the payroll clerk in writing, seven (7) calendar days prior to the regular pay day preceding the employee's intended departure on vacation. Advance vacation pay request will only be granted when the employee is gone for the entire week.
- B. Request for early paychecks must be turned in two (2) working days prior to the day the request is being made for. Early paycheck request will only be granted when the employee will be absent due to an approved leave. The paycheck will be available at the end of the shift on the day prior to the employee's approved leave.

ARTICLE 34

LONGEVITY PLAN

The City has agreed to increase the longevity cap in each category with the understanding that longevity will be eliminated as a fringe benefit to future employees of the Union effective July 1, 1991. The terms, conditions, basis and method of payment of the longevity plan herein stated are an integrated whole. Each paragraph, sentence, phrase and word of this Article are interdependent and complementary to each other and are not severable. No provision of this longevity plan is available to any employee of the City of Richmond at any time unless the entire Article is incorporated into the contract or policy which that employee is covered by. The provisions of this Article may not be modified unless both parties (City and Union) mutually agree to discuss possible modifications. The Union may not agree to discuss possible modifications to this Article unless a majority of the Union employees still eligible and covered for longevity pay under the provision of this Article have given their written authorization for the Union to discuss possible modifications.

The City of Richmond shall provide for longevity pay to employees who were employed on or before June 10, 1991. Employees hired on or after July 1, 1991, shall not be eligible for longevity pay.

Covered employees shall be eligible for longevity pay, conditional to the terms of this Article, on the following basis:

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

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

With the pay disbursed on the first pay day in December of each year following achievement of eligibility by the employee. For example, an employee must have passed his fifth or tenth anniversary prior to the beginning of that pay period in which the longevity pay is disbursed in order to qualify for payment.

ARTICLE 35

PERSONNEL FILE

An employee covered hereunder shall on his request and by appointment be permitted to examine his personnel file in accordance with state statute.

ARTICLE 36

RESIDENCY

Employees who have successfully completed their probationary period of employment shall be required to reside within a ⁽²⁵⁾ten (10) mile radius of the City Limits of Richmond. Failure to comply within ten (10) months following completion of the probationary period of employment shall be grounds for discharge from employment. Employees currently employed as of July 1, 1980, must reside within a radius of not greater than twenty-five (25) miles from the City Limits of Richmond until such time as they move from their present residence, then they must comply with the ten (10) mile radius requirements.

ARTICLE 37

SHIFT PREMIUM

An employee scheduled outside his normal work hours shall receive an additional One

Dollar (\$1.00) per hours as shift premium pay. If the employee is entitled to overtime, it shall be in addition to shift premium pay. For the purposes of this article, the employee shall be entitled to one (1) weeks' prior notice of the work scheduled outside of his normal work day. A shift change shall be for a minimum of five (5) work days. The employee will only be entitled to shift premium pay for a maximum of twenty (20) work days.

ARTICLE 38

BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in this Agreement, 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 the 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 of Richmond and the Union.

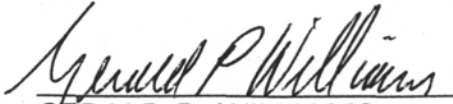
ARTICLE 39

TERMINATION

This Agreement shall be effective as of July 1, 1997 and shall be for the fiscal years of 1997-98, 1998-99 and 1999-00. It is agreed that this Agreement shall renew itself automatically from year to year after fiscal year 1997-98, unless either party hereto notified the other party by registered mail ninety (90) days prior to expiration date, June 30, 2000, of its intention to terminate or modify this Agreement.

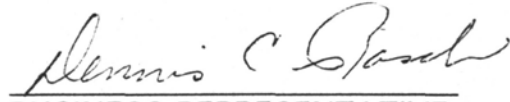
CITY OF RICHMOND

TEAMSTER STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL #214



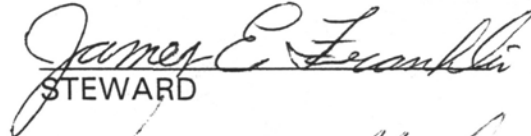
GERALD P. WILLIAMS
CITY MANAGER

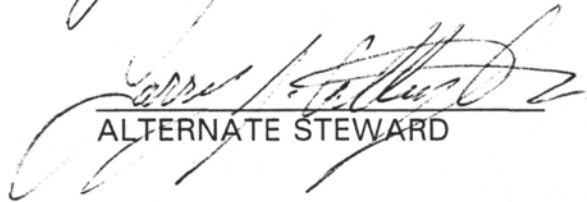
DATED: Oct 20, 1997



BUSINESS REPRESENTATIVE

DATED: 6-12-97


STEWARD


ALTERNATE STEWARD