

WORKING AGREEMENT

BETWEEN

THE CITY OF ALEXANDRIA

AND

ALEXANDRIA POLICE OFFICERS ASSOCIATION, LOCAL 833

This Agreement is entered into this _____ day of _____, 2016, between the City of Alexandria, hereinafter referred to as Employer, and local 833 of the International Union of Police Associations, AFL-CIO, hereinafter referred as the Union, witnesseth:

ARTICLE I

The City recognizes the union through its designated representatives is the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other benefits of employment for all commissioned uniform and investigative employees and all other classified employees of the Alexandria Police Department excluding the Chief of Police and all Assistant Chiefs of Police.

ARTICLE II

RIGHTS OF THE CITY

Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the City and any of its departments, agencies, or boards pursuant to any Charter, general or specific Statute, Ordinance, regulation or other lawful provision over matters involving the Municipality and the complete operational control over the Policies, practices, procedures and regulations with respect to its employees, shall remain vested solely and exclusively in the City of Alexandria; provided, it is understood that should the Civil Service Commission lawfully adopt a pay and class plan, said plan shall not be considered a violation of the provision of Article I.

ARTICLE III

NO- STRIKE CLAUSE

SECTION A. During the term of this Agreement, no strike or work stoppage, or interruption with work of any kind or character in connection with any dispute whatsoever shall be caused or sanctioned by the Union nor shall the Employer engage in any lockout because of any labor dispute.

SECTION B. In the interest of maintaining uninterrupted public service, it is expressly agreed that no employee shall refuse or fail to provide public service required of his/her job responsibilities to any person, place or business involved in a labor dispute or disturbance.

ARTICLE IV

GRIEVANCE PROCEDURES

SECTION A. If any employee of the City covered by this Agreement believes that he has been treated unfairly in connection with his job, he/she may use the Grievance Procedure outlined hereafter with the assurance that no coercion, discrimination or reprisals against him/her will follow because of his action.

Step 1. The employee shall present the grievance in writing to the Union President or his designee within five (5) days of the incident, which causes the employee to be aggrieved. The Union President shall call a meeting of the Grievance Committee and an answer to the grievance shall be given. The Grievance Committee shall consist of five (5) members of the Union.

Step 2. The Chairman of the Grievance Committee shall immediately notify the Chief of Police of the decision of the Grievance Committee.

Step 3. If the employee or the department is not satisfied with the decision of the Grievance Committee, either may submit the grievance, within five (5) days to the Police Grievance Board.

SECTION B. The Police Grievance Board shall consist of the following five (5) persons: two (2) officers of the Union selected by the Union members; two (2) Officers to be named by the Chief of Police or his designee; and the fifth member shall be the Mayor or his designee. These officials shall have the right to designate representatives to replace themselves. Members of the Board shall not have previously investigated any of the facts with regard to the grievance. The aggrieved employee shall have the right of legal counsel or other representation.

SECTION C. Failure of the employee to file a grievance within the time limits as provided or to take the same to the next step within the time limits provided shall be deemed abandonment and settlement of the grievance.

SECTION D. No Failure of the department to appeal the decision of the Grievance Committee within the time limits provided shall be deemed abandonment and settlement of the grievance.

SECTION E: Nothing herein is in any way intended to deprive an employee of his/her rights of appeal to the Civil Service Commission.

SECTION F: Time limits on grievances are as follows:

- (1) Five (5) days from time of grievance to file.
- (2) Five days (5) from receiving grievance to decision by Grievance Committee.
- (3) Five days (5) for employees or department head to appeal the decision to Police Grievance Board.
- (4) For the purpose of this section, weekends and holidays shall not constitute a day.

ARTICLE V

NON-DISCRIMINATION CLAUSE

SECTION A. It is agreed that no employee who is a member of the Union will be discriminated against because of activities when designated to serve on a committee of the Union or as a bargaining representative thereof.

SECTION B. No employee shall be discriminated against because of the fact that he is not a member of the Union.

ARTICLE VI

HOLIDAYS AND HOLIDAY PAY

SECTION A. The following holidays shall be granted to the employees of the employer:

1. New Year's Day
2. Martin L. King Jr.'s Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day following Thanksgiving Day
10. Christmas Day
11. Any new holidays proclaimed by the City Council

SECTION B. Line personnel shall observe holidays on the actual day of the holiday. All other personnel in the Police Department shall observe holidays as per City Council policy.

SECTION C. No employee shall be paid twice for the same holiday. Any employee required to work on a holiday, shall receive compensation as follows:

1. Number of hours worked at his/her regular rate of pay.
2. Number of hours worked at his/her overtime rate of pay, Including State supplemental pay at an hourly rate.

At no time, shall the employee receive less than two and one-half (2 ½) times their hourly rate payable to the employee for straight or regular time under the laws or pay plans in effect; provided, that in lieu of additional compensation the department, at its option, may grant the employees time off from work for which such additional compensation would be due and payable to said employee. When an employee is granted time off from work on a Holiday and the work shift extends beyond the actual Holiday or commences on the day preceding the Holiday but ends on the Holiday, the time off shall be considered granted for that employee work period for Holiday purposes.

SECTION D. All employees scheduled off duty on a proclaimed holiday shall receive one (1) day of holiday leave. Employees may accumulate a maximum of ten (10) holiday leave days.

SECTION E. To be eligible for a holiday leave day, an employee must work his scheduled day before his scheduled day after the holiday. Vacation time or compensatory time taken before or after the holiday shall be considered as working his/her scheduled workday.

SECTION F. If an employee is paid holiday pay for any holiday or part thereof, he/she will not be eligible for a holiday leave day credit for that holiday.

SECTION G. On Easter Sunday, employees required to work shall be compensated as outlined in Section C above.

SECTION H. For the purpose of this Agreement, Line Personnel shall be: Uniform Patrol; Desk Sergeants; and Communication Officers.

ARTICLE VII

MINIMUM PAY AND INCREASES

SECTION A. Attached hereto, as Addendum "A", is a promotional pay schedule for covered employees under this Agreement.

SECTION B. All employees covered by this Agreement shall be paid in accordance with rules, regulations, pay and class plans and agreements unless otherwise agreed based on their seniority. Except for promotions, no wage increases shall be granted to employees unless funds are appropriated by the City Council for that purpose, regardless of working agreements or recommendations.

SECTION C. In the event an employee is promoted to a higher rank, and a wage schedule is not funded or in effect, the employee shall be paid in accordance with Addendum "A" based on his seniority on the effective date of the promotion but his pay cannot exceed the pay of the next senior person to him in that classification.

SECTION D. In the event of a layoff, which results in a reduction in the number of positions in a rank, those employees who are demoted shall be paid in accordance with Civil Service regulations.

SECTION E. New hires shall receive pay enhancements, i.e. City supplemental pay of \$3000.00. The City Supplemental Pay shall be paid only during the employee's first year of employment and shall be paid in twelve (12) monthly installments. Every employee eligible to receive City Supplemental Pay shall, upon hire, be required to sign a Certificate of Disclosure, attached hereto and made a part of as Addendum "B", to insure entitlement to City Supplemental Pay. This section shall not apply to new hires who are receiving State Supplemental Pay when hired.

ARTICLE VIII

MISCELLANEOUS PAY PROVISIONS

SECTION A. Any employee when elected or appointed as a delegate to represent the Union at any Labor Meeting or Convention, or other Union sanctioned activity, or when conducting official Union negotiations with the Employer, shall be granted time off without loss of pay or vacation leave to attend. This leave shall be limited to forty eight (48) man-days per fiscal year. The Chief of Police shall have the authority to deny the granting of time only when a state of emergency exists within the Police Department. The Chief of Police shall have the discretion to limit the time off to four (4) employees per event.

SECTION B. Overtime pay shall be at the rate of one and one-half (1 ½) times an employee's pay, including State Supplemental Pay, after the employee's pay is reduced to an hourly rate. All overtime shall be paid in employee's

following pay period.

SECTION C. Commissioned employees, who are required to do field training of Non-confirmed employees, shall be paid an additional thirty dollars (\$30.00) per shift. Said additional sums shall be paid for those shifts which a trainee is actually assigned and present with the Field Training Officer.

SECTION D. Premium pay of one dollar (\$1.00) per hour shall be paid to all employees who work on their regular shift that begins after 1630 hours each day.

SECTION E. Any employee who is called back to work after completing his/her regular shift shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times his/her regular rate of pay, including State Supplemental Pay, for a minimum of three (3) hours. Call out pay shall begin from the time the employee is called back to work, if said employee reports to work within a reasonable amount of time. If employee reports to work within one (1) hour it shall be presumed to be reasonable. In the event that said called out employee actually works more than the three (3) hour minimum, said employee will be paid overtime pay for all hours or fraction thereof worked.

SECTION F. Any employee subpoenaed to court, to testify in any matter related to his/hers official duties, while off -duty shall be paid at the rate of One and one-half ($1 \frac{1}{2}$) times his/her regular rate of pay, including State Supplemental Pay, for a minimum of two (2) hours. In the event that said employee attends court more than two (2) hours under the same circumstances, said employee shall be paid for all hours or fraction thereof, while attending court. Employee may submit subpoena(s) for subpoena fee in accordance with State Statute in lieu of additional compensation.

SECTION G. Any employee working extra-duty security, when requested or required by the City, shall be paid Premium Pay for a minimum of four (4) hours if the assignment is verified as a compulsory assignment by the Chief of Police. Premium Pay shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times regular rate of pay, including State Supplemental pay. In the event that said employee works more that the four (4) hour minimum, said employee shall be paid Premium Pay for all ours or fraction thereof worked.

SECTION H. The Chief of Police of the Alexandria Police Department shall be authorized to name certain positions for "on call" pay at the rate of \$0.75/hour. "On call" pay shall be paid for time actually spent "on call."

The following positions shall automatically be eligible for on call pay status in addition to any other position named by the Chief of Police. Those positions are as follows, to wit: Detective; Crime Scene; Traffic Officers; Narcotics Officers; Juvenile Officers.

SECTION I: Any employee who is acting in a position higher than his classification, shall be paid at least one dollar (\$1.00) per hour more than his regular rate.

ARTICLE IX

WORK SCHEDULE

SECTION A. Any changes in current working schedules should follow thirty (30) days prior notice to the Union, provided, however, this section shall not apply to individual transfers.

SECTION B. Employees scheduled to work eight (8) hour shifts shall have a scheduled workweek that consists of at least forty (40) hours. Split shifts are prohibited except by agreement of the employer and the employees affected.

ARTICLE X

UNIFORMS AND EQUIPMENT

SECTION A. The City shall provide all employees with required clothing and equipment.

SECTION B. The City shall assume the cost of replacement/repair of any item required of the employee due to damage or wear.

ARTICLE XI

FUNERAL LEAVE

SECTION A. Funeral leave in the event of an immediate family death shall be authorized without loss of pay or leave time, not to exceed three (3) days, except in extenuating circumstances endorsed by Chief of Police. Funeral leave is authorized for the purpose of attending the funeral of the deceased family member.

SECTION B. Any employee's immediate family is defined to consist of (step) mother, (step) father, grandparents, sister, brother, spouse, (step) child, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law.

ARTICLE XII
COMPENSATORY TIME

Compensatory time may be granted in lieu of overtime pay, in accordance with the Fair Labor Standards Act and Louisiana Law.

ARTICLE XIII
MISCELLANEOUS

SECTION A. The city shall make every effort to provide reasonable safe working conditions, vehicles, equipment, and training for the safe performance of law enforcement duties.

SECTION B. The city shall provide transportation and all approved expenses for any member sent by the department to any schools, seminars, lectures or conventions or cases, court or otherwise, outside of Rapides Parish.

SECTION C. The city shall provide police officer's professional liability coverage under this agreement.

SECTION D. The city shall reimburse or repair any approved article of personal equipment or clothing of an employee that is damaged, destroyed or stolen while said employee is in the line of duty. Said reimbursement will not be required if article is damaged, or destroyed, or stolen due to the negligence of the employee. Items of jewelry, other than prescription eye wear, shall be limited one hundred and fifty dollars (\$150.00).

SECTION E. An employee shall be allowed to substitute for another employee of the same rank, within the same division, for a period of no more than three (3) scheduled work days within a thirty (30) day period, subject to the approval of the Chief of Police or his designee.

SECTION F. Employees of the City of Alexandria Police Department whose rank is Police Officer shall automatically be promoted to the position of Corporal with the Alexandria Police Department after four (4) consecutive years of service with the department. Officers subject to this promotion shall meet all Civil Service

requirements.

ARTICLE XIV

DEPARTMENTAL POLICY

Any change in current departmental vacation policy, shall be made only after thirty (30) days prior notice to the Union and after a meeting with union representative and the Administration.

ARTICLE XV

FISCAL FUNDING

SECTION A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Agreement or any aspect of the Agreement calling for specific funding, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the appropriating ordinance or Charter to prevent the total appropriation for the year based on Section 5-04 of the Alexandria Home Rule Charter, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate five days thereafter, or as provided by message from the Mayor or the Council via the Ordinance.

SECTION B. Special Budgetary Provision. Notwithstanding any other provision in this Agreement, it is agreed between the City and the Contracting Party that the City will not monitor the limits on annual appropriations for the Contracting Party apart from the normal budget line items, and it is the obligation of the Contracting Party to do so. No promise by any person, unless made in writing and properly approved, shall be sufficient to waive this requirement, and reliance thereon is at the risk and peril of the Contracting Party.

ARTICLE XVII

WORKING AGREEMENT

SECTION A. This agreement represents the entire Agreement between the parties hereto, and no modification or amendment thereof shall be binding unless agreed to in writing.

SECTION B. It is understood and agreed that if any part of this Agreement is in conflict with Federal or State laws, such part shall be suspended and the appropriate statutory provision shall prevail and the remainder of this Agreement shall not be affected thereby.

This Agreement shall be in effect from the date of execution by the parties hereto, and shall remain in full force for a term of five years from that date. In the event either party wishes to modify this Agreement, written notice must be given to the other party.

IN WITNESS WHEREOF, in duplicate original, the parties hereto have set their hands and seals on this day of _____, 2016.

CITY OF ALEXANDRIA, LOUISIANA

By: _____
Jacques M. Roy, Mayor

ALEXANDRIA POLICE OFFICERS ASSOCIATION, LOCAL 833

By: _____
President, Local 833

By: _____
Secretary, Local 833

ATTACHMENT "A"

Police Officer starting salary is \$34,000. An officer is not eligible for raises until they reach the rank of Corporal at which time they will receive a 5% raise.

A raise is defined as any increase in salary granted to all employees.

The promotional raise schedule is as follows:

Corporal 5%
Sergeant 6%
Lieutenant 5%
Captain 5%



**CERTIFICATE OF DISCLOSURE
CITY OF ALEXANDRIA SUPPLEMENTAL PAY**

I, _____ (print name), a new hire in the Alexandria Police Department, do acknowledge that I am not currently entitled to Municipal Officers Supplemental Pay through the Louisiana Department of Public Safety and Corrections. Based on the *Working Agreement between the City of Alexandria and Alexandria Police Officers Association, Local 833*, I am entitled to a pay enhancement identified as City Supplemental Pay subject to the following terms and conditions and agree to the following terms and conditions:

1. That I am a regular, full time employee of the City, with a hire date of _____.
2. That I have a P.O.S.T. Certificate.
3. That I am entitled to receive City Supplemental pay of three thousand dollars (\$3000) to be paid during my first year of employment in twelve (12) monthly installments.
4. That the City Supplemental Pay is not included as a part of my base salary with the City.

In order to receive this payment, I acknowledge its payment is conditioned on the terms herein.

This ____ day of _____, Alexandria, Louisiana.

Employee

Chief of Police

Witness

Witness

THIS IS A BINDING AGREEMENT.