

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF RIVERVIEW, MICHIGAN AND

THE POLICE OFFICERS LABOR COUNCIL

REPRESENTING

LIEUTENANTS AND SERGEANTS

JULY 1, 2022

TO

JUNE 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

This agreement entered into this day of July, 2017. Effective **July 1, 2022**, and expiring on **June 30, 2026**, between the City of Riverview, a municipal corporation, hereinafter called the CITY, and the Police Officers Labor Council, hereinafter called the UNION.

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

GENERAL

Section 1: Survival of Provisions

In the event that any provision of this agreement shall at any time be held contrary to law, such provision shall be void and inoperative. However, all other provisions of the agreement shall, insofar as possible, continue in full force and effect.

Section 2: Copies

Copies of this agreement shall be distributed by the City, at the City's expense, to each Lieutenant and Sergeant, with one original copy for the Union.

ARTICLE 1 - PURPOSE

The parties hereto have entered into this agreement pursuant to the authority of Act 379 of the Public Acts of 1965, of the State of Michigan, as amended, to incorporate understandings previously reached; to promote harmonious relations between the City and the Union, in the best interest of the community to improve the public police service; and to provide orderly and equitable means of resolving differences between the parties.

ARTICLE 2 - COVERAGE

This agreement shall be applicable only to all permanently assigned Lieutenants and Sergeants, hereinafter referred to as bargaining unit member(s) of the Police Department.

ARTICLE 3 - RECOGNITION

The City recognizes the Police Officers Labor Council as the sole and exclusive bargaining representative of the Lieutenants and Sergeants of the Riverview Police Department as set forth under Article 2 of this Agreement.

ARTICLE 4 - DUES DEDUCTION

The City shall deduct, monthly, from the pay of each bargaining unit member, the required amount for the payment of Union dues. Such sums, accompanied by a list of the bargaining unit members from whose pay they have been deducted, and the amount deducted from each, shall be forwarded to the Police Officers Labor Council within ten (10) days after such collections.

ARTICLE 5 - BARGAINING ACTIVITIES

Section 1: Rights

Bargaining unit members shall have the right to join the Union, to engage in lawful activities for the purpose of collective bargaining, to express or communicate any view, grievance, complaint, or opinion related to the conditions of compensation of their public employment or their betterment, free from any and all restraint, interference, coercion, discrimination, or reprisal, because of the bargaining unit members' exercise of his legal rights, or race, national origin, religion, sex or membership in the Union.

Section 2: Notices

The City and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances, on all matters of importance in the administration of the terms of the agreement, including changes or innovations affecting the relations between the parties.

Section 3: Negotiations and Process of Grievance

Bargaining unit members of the Union shall be afforded time during regular working hours without loss of pay, to negotiate with the City and to process grievances.

Section 4: Bulletin Board

The Union shall be provided a suitable bulletin board to be located in the Police Department for the posting of Union notices. Such board shall be identified and the Union shall designate persons responsible for maintaining same.

Section 5: No Strike Provision

The Union shall not sanction, encourage, nor participate in any strike, slowdown or in any manner condone any deviation from the normal professional standards of this Police Department.

ARTICLE 6 - HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

Section 1: Weekly Schedule

Employees assigned to work shifts that run consecutively for seven work days shall be governed by twenty (20) eight-hour work days for a total of one hundred sixty (160) hours, each four (4) weeks. Employees assigned to work shifts that run consecutively by fourteen (14) twelve hour work days for a total of one hundred sixty eight hours, each four (4) weeks. Officers shall receive 4 hours of compensatory time at a rate of 1 ½ hours each pay period, to compensate for an eighty four (84) hour work schedule. Employees who do not work road patrol will be scheduled work 5 days per week, 4 days per week will be 8.5 hours and one day per week will be 8 hours, 84 hour pay period.

Section 2: Shifts and Hours

All shifts for all bargaining unit members shall be twelve (12) straight hours and not split. Shifts by classification shall be as follows:

1)	Lieutenant	Day Shift	7:00AM	to	7:00 PM
		Midnight Shift	7:00PM	to	7:00 AM
2)	Sergeant	Day Shift	7:15AM	to	7:15 PM
		Midnight Shift	7:15PM	to	7:15 AM

Shift selection will be based on seniority. Once shifts are selected to, Lieutenants can select either A Schedule or B Schedule of the shift, again done by seniority. The Chief of Police will have authority of selecting the platoons for each shift.

3) Bargaining unit members assigned to plainclothes

or special detail work by the Chief of Police or his designee shall, whenever possible, be assigned from 8:30 AM to 5:00 PM Monday through Thursday and 8:00 AM to 4:00 PM Friday. It is clearly understood that the above time may be changed by the Chief of Police or his designee for special assignments when the detail to be performed cannot be accomplished during above hours.

Section 3: Time and One-Half

Any time worked in excess of twelve (12) hours per shift, or scheduled off shift, shall be compensated at the rate of time and one-half.

Section 4: Compensatory Time

A) When an employee works overtime, he may request compensable time equivalent to the number of overtime hours worked times 1.5. The employee compensatory time bank shall be capped at four hundred and eighty (480) hours as defined within the FLSA Title 29, USC207(o). Any hours remaining in the bank shall be paid out during the last pay period of June by separate check. Sixty (60) hours may be carried over from year to year. If Command Officers are requesting to be paid out for remaining compensatory time hours, they must provide the City with a minimum of two (2) week's notice for payroll processing purposes.

B) The Chief or his designee must approve/disapprove a unit member's request for compensatory time off. Compensatory time off will not be granted if it causes overtime. Compensatory time off, once approved will not be canceled without good cause. Officers may not use compensatory time in the center of the work shift.

C). When the bargaining unit member acts as a Field Training Officer (FTO), he or she shall receive one and one half (1 ½) hour straight time or compensatory time while working on the FTO assignment. Payment will only occur if the FTO works for a minimum four-hour period with the new trainee.

D). Command Officers selecting to have their compensatory time bank paid out may have the following options:

1. Select to receive the cash equivalent for the hours sold back at the rate of pay in effect on the last pay period of June each year.
2. Select to have the cash equivalent placed in the Command

Officers deferred Compensation Account which has been established by the City up to the current IRS limits for deferred compensation.

3. Select to have cash equivalent used to offset command officers' 20% health care contribution.
4. Select a combination of the above three choices.

Section 5: Trades

Subject to departmental manpower requirements, bargaining unit members shall be permitted to voluntarily trade work or leave days or shifts only with bargaining unit members and with the permission of the Chief of Police or his designee. A Sergeant trading with a Lieutenant shall not receive compensation for Lieutenant's responsibilities.

Section 6: Lunch Hour

Employees will be allotted thirty (30) minutes for lunch with pay.

ARTICLE 7 - WAGES, LONGEVITY AND STEP-UP PAY

Section 1: Wages

- A) During the term of this contract the following hourly wage rates shall be in effect, effective July 1 through June 30 of each fiscal year shown:

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Sergeant	\$37.29	\$38.41	\$39.56	\$40.75
Detective Sergeant	\$38.06	\$39.20	\$40.38	\$41.59
Lieutenant	\$39.53	\$40.72	\$41.94	\$43.20
Adm. Lieutenant	\$41.11	\$42.34	\$43.61	\$44.92

Effective 07/01/2013, the Detective Sergeant Position will receive \$1,400.00 per annum with percent rate increases as outlined in wages above. The \$1,400.00 will be placed into the hourly wage \$.68/hour in addition to base wage rate.

Section 2: Longevity

In addition to the salary set forth above, employees shall receive longevity pay as follows:

Five (5) years of departmental service shall entitle Lieutenants to receive Seventy-Five (\$75) Dollars and Sergeants shall receive Sixty (\$60) Dollars. For each additional year of service, Lieutenants shall receive Seventy-Five Dollars (\$75) and Sergeants Sixty (\$60) Dollars, payable each year until retirement or termination of service. A unit member who becomes eligible to receive longevity pay shall receive such longevity increment on the first pay period following the anniversary date in which the said unit member became eligible, and the first pay period following his anniversary date each year thereafter.

Section 3: Step-Up Pay

A bargaining unit member assigned to the classification of Lieutenant will receive the rate of pay for that classification for each hour worked; provided that on an overtime day the employee shall be paid the rate of pay for that classification at time and one-half.

Section 4: Deferred Compensation

Employees may voluntarily elect to defer payment of some portion of their wages to defer the payment of income taxes. This program shall include a payroll deduction consistent with the capabilities of the City's computerized payroll system and shall be in accordance with all applicable laws. The City agrees to transfer employee contributions to the fund trustee on a monthly basis.

ARTICLE 8 - VACATIONS

Section 1: Eligibility and Amounts

The anniversary date of service, for purposes of this Article, shall be measured by reference to the original date of appointment of each bargaining unit member.

Vacation schedules shall be completed and posted by the first day of May each year. The vacation year shall be from July 1 through June 30. The selection for vacation will be governed as follows:

- 1) The Chief of Police, or his representative, shall post an order prior to May 1, stating when officers shall be called in for vacation selections.

- 2) If choices are not ready when contacted, that officer's choice shall be forfeited.
- 3) Seniority in rank will prevail for the first choice until all officers have been contacted, then with second, third and fourth choices.
- 4) No more than five (5) consecutive vacation weeks can be taken at a time, unless otherwise agreed to by the Chief of Police or his designee.
- 5) There shall be one bargaining unit member from each platoon allowed to be on vacation at a time.
- 6) After vacations are listed, they may not be changed without consent of the Chief of Police, or his designee.
- 7) Earned vacation days, with the exception of forty (40) hours, may be used to offset Command Officers 20% healthcare contribution.

Section 2: Amount of Time-Off

For the purposes of this Article, a week's vacation shall be defined and consist three (3) 12-hour working days.

The amount of vacation awarded at the completion of the following years of service shall be:

- 1) One (1) Year - 112 hours
- 2) Five (5) Years - 168 hours
- 3) Ten (10) Years - 224 hours

Section 3: Posting of Vacations

Vacation time is earned in arrears. However, vacations shall be posted on July 1st of each fiscal year for the amount of days which will be earned during that fiscal period. Effective July 1, 2004, all vacation time must be taken or it will be lost except as otherwise set forth in this agreement. One-half of (1/2) of each employee's annual vacation time, rounded to the nearest whole day, earned after the first year of employment must be taken between July 1 and December 31, with the other half taken between January 1 and June 30.

Section 4: Maximum Vacation Accumulation

An employee on written request and approval of the Chief of Police may accumulate up to a maximum of 112 hours vacation from the prior year and take it in the present year in addition to the number of vacation weeks to which he is entitled under the above schedule.

Section 5: Personal Leave

Bargaining unit members shall be granted 72 personal leave hours per fiscal year. Personal leave hours are intended to be used for emergencies and personal business which may arise unexpectedly and shall be granted upon forty-eight (48) hours notice. Exceptions may be granted in the event of a bona fide emergency.

Section 6: Manpower - Leave Time

A) In scheduling vacations and/or bonus leave time, there shall be one unit member allowed off a platoon at a time, providing the request is submitted one week (7 days) in advance. Notice of less than 7 days shall be subject to approval by the Chief or his designee.

B) There shall be a command officer on duty at all times.

ARTICLE 9 - SICK LEAVE, BONUS DAYS AND FUNERAL LEAVE

Section 1: Accumulation of Sick Leave Credits

A) For purposes of this section "Sick Leave Day" shall mean a twelve (12) hour work day. Each bargaining unit member shall acquire one (1) day of sick leave credit for each month of departmental service rendered, not exceeding an aggregate of twelve (12) days per calendar year; to an unlimited accumulation for non-work connected illness, but to a maximum of twelve hundred hours (1,200) for purposes of payout at retirement.

B) No sick days shall be granted in advance.

C) Such lump sum payments for the purchase of accumulated sick time shall be excluded from final average earnings for purposes of retirement.

D) Earned sick days may be used to offset command officers' 20% health care contribution.

E) Earned bonus days may be used to offset command officers 20% healthcare contribution.

Section 2: Charges Against Credits and Evidence of Illness

A bargaining unit member shall be entitled to charge accumulated sick leave credits for illness. (Sick leave shall be defined as a non-work or non-duty connected illness or injury which disables the bargaining unit member from performing his duties within the Riverview Police Department.) When a bargaining unit member is to be off sick, he or she must report, no later than one (1) hour before his or her shift shall begin, to the duty Lieutenant, Chief, or the Chief's designee; a doctor's certificate shall be required from the bargaining unit member after the third successive work day of absence or when the employee's repeated short absences or pattern of usage suggests that there may be abuse.

Section 3: Bonus Days

Non-Use of Sick Days

If an employee uses sixty (60) hours or less of sick leave in any one period between July 1 and June 30, he shall be entitled to forty (40) bonus leave hours, the extra 4 hours can be attached to 8 hours of vacation, personal, or compensatory time not chargeable against his regular sick or vacation accrual, to be used in the following fiscal year beginning July 1.

Fitness Personal Days

If an employee meets or exceeds the requirements of the fitness test attached hereto as Appendix B, he or she shall be entitled to receive two (2) Fitness personal days. The Fitness personal days shall be used within 12 months of the annual personal fitness test and any days not used within such 12 month period shall not be carried over. Employees declining to participate in the fitness test will not be disciplined for failing to take the test. Persons taking the test shall not be disciplined for failing to meet the minimum qualifications to receive two (2) Fitness personal days.

Officers requesting bonus days shall give thirty (30) days notice of such request. Less than thirty (30) days notice shall be subject to approval of the Chief of Police or his designee. Unit members shall give the Chief seventy-two (72) hours notice of intent to use a bonus day and subject to the Chief's approval, it shall not be withheld if it can be allowed without creating overtime.

Bonus days may be taken in conjunction with vacation days, provided it does not create overtime and does not preclude a unit member from scheduling a full week's vacation.

Section 4: Funeral Leave

A bargaining unit member shall be allotted three (3) full days, thirty-six (36) hours or 5 full days or 60 hours with pay per funeral for an immediate member of his or her family, if the funeral takes place more than 350 miles from Riverview. An immediate member of the family for purposes of this section shall be deemed to be a husband, wife, parent, or parent-in-law, brother, sister, child, grandparent, grandchild, grandparent-in-law, brother-in-law or sister-in-law. Funeral leave as prescribed herein shall not be deducted from the sick leave or personal leave days. Additional days may be granted against any vacation, personal, bonus or sick leave. If a death in the immediate family occurs during the bargaining unit member's vacation, he or she shall receive three (3) days of vacation with pay at his or her option. If a death occurs on an employee's scheduled day off, the off day shall not be considered part of the three (3) days funeral leave. In such cases, the employee shall only receive pay for working days given off as funeral leave.

ARTICLE 10 - JOB RELATED INJURIES

Section 1: Continued Accumulation for On-The-Job Injury

Until final determination of permanent disability, or permanent partial disability, entitling the bargaining unit member to workers compensation benefits as are hereinafter provided, such unit member shall continue to accumulate sick leave credit pursuant to the provisions of this Article.

Section 2: Physical Incapacitation

If a unit member becomes incapacitated as a result of his duties, he will be sent to a medical review board as prescribed in the Retirement Ordinance #327. If the majority of the medical review board states that the unit member is unable to perform the duties of his position, an attempt will be made to place the individual within the police department. If no jobs are available, the City will then attempt to assign the unit member to a vacancy within the City, so long as the unit member is qualified to fill the vacancy. In any case the rate of pay of such assigned unit member shall be the same as the new job classification to which he is assigned.

If the unit member is not able to perform his duties as a police officer and he elects not to fill a vacancy within the City, he

may make application to the Retirement Board for a duty disability retirement. If possible, the Retirement Board and unit member must rely on the same medical review board referred to above when the decision is made to determine if a member should be retired and/or if the unit member requests to return to City service.

Section 3: Worker's Compensation

A bargaining unit member shall receive his regular compensation during the waiting period required before receiving Worker's Compensation payments. Thereafter, the City shall make up the difference between Worker's Compensation payments and the employee's regular salary for a period not to exceed six (6) months. Retirement benefits will be reduced by the amount of Worker's Compensation benefits being drawn.

Effective January 19, 1987, such six (6) months shall be the total period resulting from a particular duty-caused injury or illness or recurrence thereof, whether continuous or not. For purposes of the benefits provided in this section only, "regular salary" shall be construed to include the employee's base wage rate, longevity pay, health insurance, life insurance, dental insurance, optical insurance and the holiday pay provided in Sections 1 and 2 of Article 13; but shall exclude uniform allowance, cleaning allowance, shift bonus pay, and all other benefits.

Following completion of the six month period mentioned above, an employee who continues off work receiving Worker's Compensation payments shall continue to be provided by the City, health insurance, life insurance, dental insurance, and optical insurance for another similar six-month period.

ARTICLE 11 - LIFE INSURANCE AND HOSPITALIZATION

Section 1: Life Insurance

The City shall provide for each bargaining unit member Forty Thousand (\$40,000) Dollars of Group Term Life Insurance, and the City shall pay the full cost thereof. Bargaining unit members retiring subsequent to June 30, 1985 will have Group Term Life Insurance of Five Thousand (\$5,000) Dollars paid for by the City.

Section 2: Policies

All employees represented under this contract shall receive copies of policies and/or riders.

Section 3: Hospitalization - Active Employees

A) The City shall provide and pay the cost of hospitalization insurance for all bargaining unit members, their spouses and children up to age twenty six (26) and upon leaving the City service through retirement or death.

B) This section shall cover the spouse and children of deceased unit members until such time as the spouse remarries. All bargaining unit members who were unit members on 06/30/00, shall be grand fathered from 3(b).

C) The City shall provide current bargaining unit members COPS Trust Variable Premium Plan. The City shall have the option of providing coverage through another primary or re-insurance carrier which is equal to or better than the insurance required by this section.

D) Upon retirement of a current bargaining unit member hired prior to July 12, 2013, the retiree will receive the same health care plan that they were covered under upon retirement until they reach age 65 and/or become eligible to Medicare. The City currently provides the Humana Medicare Advantage Plan. The City shall have the option of providing coverage through another carrier which is equal to or better than the insurance required by this section.

E) For bargaining unit members retiring prior to July 1, 2011, such retiree goes to Medicare Complimentary coverage when the retiree and spouse become eligible for Medicare. A retiree shall abide by the City's duplicate health care policy. The retiree is responsible for Medicare B premiums and all future associated costs with the Federal Medicare Program.

Section 4: Riders

Active employees will be covered under the COPS Trust Variable Premium Plan benefit level with the standard prescription drug coverage. The current prescription drug co-pay for active employees is \$1 for generic drugs and \$5 for brand named drugs. The following riders and programs shall be a part of the hospitalization/medical insurance provided by the City for bargaining unit members retiring **prior** to the ratification date of this collective bargaining agreement.

Effective 07/01/00, all Command Officers:

- A) CB-ET \$0: Emergency Treatment Co-pay Requirement.
- B) CB-MHP 20%: Mental Health Parity.
- C) CB-PCM-500: Preventive Care Maximum.
- D) Prescription Drug Rider with \$10.00/\$20.00 Dollar Co- Pay. \$10.00 is for generic drugs, \$20.00 for brand drugs.
- E) This section shall cover the spouse and children of the deceased employee until such time as the spouse remarries. All bargaining unit members who were unit members on 06/30/00, shall be grand fathered from Section 4 (F).
- F) Should a bargaining unit member or their beneficiary while said beneficiary is a beneficiary of the employee reach the \$5,000,000.00 lifetime maximum as defined by the Blue Cross / Blue Shield Community Blue Program, the unit member can place themselves or their beneficiary on the current PPO health care program with a \$5.00 generic / \$10.00 name brand drug card with no payment due by the employee to the City for the monthly premium. Under no circumstances will duplicate health care coverage or coordination of health care coverage be allowed under this scenario.

Section 5: Duplicate Health Care Coverage

The City and Union mutually agree that duplicate health care coverage is both inefficient and uneconomical. To avoid duplication of coverage, the Employer shall require all employees to disclose to the office of the City Manager the existence of all health care coverage available to the employee. Such disclosure shall include the following information and shall be on a form provided by the office of the City Manager:

1. the name of the alternative health care provider
2. the contract number
3. the name of the individual through whom the insurance is available
4. the name of that individual's employer, if applicable
5. any other information deemed necessary by the Employer

In the event that the employee has alternative insurance coverage available which is substantially equal or better than that provided

by the Employer, the employee shall be required to make an election of coverage from the following options:

1. The employee may elect to receive single member coverage from the City of Riverview on the same terms and conditions it is provided to other members of the employee's applicable bargaining unit. In the event that the employee elects this coverage, then and in that instance the employee shall be required to provide evidence that he or she has been dropped from alternative health care coverage available to the employee.

2. If the employee elects to maintain the alternative coverage, the City of Riverview agrees to pay to said employee Two Thousand Six Hundred (\$2,600) Dollars.

In no event shall the employee be permitted to maintain both the alternative health care coverage and the coverage provided to the employee pursuant to the applicable collective bargaining agreement.

Effective 07/01/00, if the employee elects to maintain alternative coverage, the City of Riverview agrees to pay for the Dental Rider only. The City will not pay for vision coverage.

Any employee failing to comply with the disclosure provisions of this section shall be notified of such failure and given ten (10) days within which to make such disclosure. The ten (10) day period may be extended by the City Manager for good cause shown. Failure to make disclosure within the ten (10) day period, or the period as extended by the City Manager, shall result in the termination of health care coverage as provided by the Employer. Such termination of coverage shall continue until such time as the employee complies with the disclosure requirement. The City Manager will notify the employee of the decision to terminate health care insurance coverage. The reinstitution of insurance coverage, if appropriate, shall be subject to the eligibility requirements of the insurance carrier.

An employee whose coverage has been terminated pursuant to the provisions of this section shall have a right to appeal that decision to the City Council. Such appeal shall be made within ten (10) days of the date that the employee is notified by the City Manager that coverage will be terminated.

Payment of the alternative stipend shall be made in accordance with the following:

- a. payment shall be made semi-annually.
- b. payments are made in arrears, and shall be prorated at the time of hiring or leaving the city.

Section 6: Benefit Offset for Retirees

There will be an offset of health insurance benefits for retired employees in that the City will not provide hospitalization coverage to a retired employee who is covered under a similar or superior health plan. When coverage ceased for the retired employee under the other health plan, the City would then resume coverage for the retired employee as defined in Article 11, Sections 3 and 4 of this agreement.

Retirees will respond to the City Manager's Office when required, but not more than once every six (6) months, in regard to their employment status and health care benefits they are receiving other than from the City. Failure to respond to the City's notice within sixty (60) days from date of notice will be cause for termination of City's health benefits.

If the City does not receive a response from the retirant within twenty-five (25) days, the City will send a second notice to the retirant. All notices to retirant's will be by certified mail.

Section 7: Dental Insurance

A) Employees covered by this Agreement shall continue to be covered by the current dental insurance plan of the City with the COPS Trust Delta Dental Plan D or a plan with equal coverage or greater coverage under a different carrier.

The employer agrees to provide at its cost, a dental insurance program which provides the following coverages (co-insurance):

Plan 1 - Preventative - One Hundred percent (100%)

Plan 2 - General Maintenance - fifty percent (50%)

Plan 3 - Prosthodontics - fifty percent (50%)

Plan 4 - Orthodontics - fifty percent (50%)

It is stipulated and agreed that the maximum combined benefit for Plans 1, 2 and 3 for any one calendar year shall not exceed One Thousand (\$1,000.00) Dollars. Plan 4 shall have a maximum

lifetime per person benefit of One Thousand (\$1,000) Dollars.

B) Bargaining unit members retiring subsequent to June 30, 1984, and prior to May 24, 1989, and electing to participate in the dental plan, will assume fifty percent (50%) of the cost of such plan with the city paying for the remaining fifty percent (50%) cost of the plan.

Section 8: Optical Insurance

The City will provide bargaining unit members with the Cops Trust
24 Month Vision Plan.

Section 9: Liability Coverage

Employees covered by this Agreement shall be covered by the City's liability coverage program. (The City is currently a member of the Michigan Municipal Risk Management Authority.)

Section 10: Retiree Health Insurance

Effective July 1, 2011, retiree health insurance (except for retirees eligible for Medicare and retirees hired after July 1, 2013) and prescription drug benefits shall mirror those provided to active employees. Plans offered and benefit levels, co-pays, and deductibles shall be subject to modification through collective bargaining. A minimum of ninety (90) days advance notification will be provided before any changes in benefits will be implemented. Premium contributions by the retiree shall not be subject to mirroring.

Section 11: Retiree Health Care-New Hires:

Command officers who were hired by the City after July 1, 2011 shall receive the same retiree health care or retiree Health Savings Plan (RHS) benefit as they had while in the patrol officers' bargaining unit.

Section 12: OPEB Funding

The city and the union agree that as of 7/1/17 employees in the Defined Benefit Pension system shall contribute 1.0% of their base wage into the established OPEB Fund.

ARTICLE 12 - UNIFORM ALLOWANCE/GUN ALLOWANCE

- A) The City shall pay each bargaining unit member covered by this Agreement a uniform allowance according to the following schedule per year:

Clothing	Cleaning
\$1000	\$1000

Both allowances are payable during the first pay period of July. These allowances shall be construed as being paid for the previous year.

- B) A unit member with an anniversary date after the beginning of a fiscal year shall be paid on a pro rata basis for his or her last year.
- C) The normal working attire of officers assigned to the Plain Clothes Division shall be civilian clothes and such officers shall receive the above allowances from the City. All bargaining unit member shall have and maintain in good order the regular uniform as specified by the Police Department.
- D) The City shall pay each bargaining unit member covered by this agreement a gun allowance of four hundred dollars (\$400) per year to be paid during the first pay period in July.
- E) On-call pay for Traffic Sergeant, Administrative Lieutenant and Detective Sergeant is to be \$500 per year to be paid during the first pay period in July.

ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY

Section 1: Days and Rate

Subsection A:

Holidays with pay at regular rate shall be as listed below:

- | | |
|-----------------------------------------------------------|------------------------|
| 1) New Year's Day | 7) Labor Day |
| 2) Washington's Birthday | 8) Thanksgiving Day |
| 3) Lincoln's Birthday | 9) Christmas Eve |
| 4) Decoration Day | 10) Christmas Day |
| 5) Good Friday | 11) New Year's Eve Day |
| 6) Independence Day | 12) Columbus Day |
| 13) Martin Luther King, Jr. Day (Third Monday in January) | |

Subsection B: Command Holiday:

Bargaining unit members will be permitted the day off for the above listed holidays with the approval of the Chief or Police or his designee as long as it does not cause overtime. Officers will be paid the same rate as if using a vacation day.

Section 2: Rate of Leave and Vacation

Should any of the above days fall on a bargaining unit member's leave or vacation day, he shall receive pay at the regular weekly rate, plus a regular day's pay.

Section 3: Overtime Rate

Should any of the above days fall on a bargaining unit member's regular work day, the bargaining unit member shall be compensated at time and one-half in addition to regular day's pay. Any overtime will be worked at time and one half. Officers not working will receive 8 hours pay. If officers take time off on a holiday, they will receive pay for each hour off plus 8 hours holiday pay.

Section 4: Call In Rate

Should any bargaining unit member be called in to work on any holiday listed above, he shall be paid, in addition to his holiday pay, at the rate of time and one-half.

ARTICLE 14 - CALL IN TIME, MINIMUM HOURS AND OVERTIME DISTRIBUTION

Section 1: Minimum

Bargaining unit members called back after they have completed their work day and have departed, or who are called back on a normal day off, shall be paid for all such work at the rate of time and one-half, but not less than a minimum of four (4) hours of pay at straight time except when called in preceding and continuing into a regularly scheduled shift. In such event, the bargaining unit member shall be paid time and one-half for only the actual hours worked preceding or following his normal scheduled shift.

The bargaining unit member shall be eligible for the four (4) hours minimum pay when notified to report for work regardless of whether such notification is canceled shortly thereafter, unless the bargaining unit member refuses such notification and overtime. Notification, for purposes of this section, shall be verbal.

Section 2: Shift Change

A bargaining unit member scheduled for work for regularly scheduled tour of duty who is sent home or notified to report back to work for another scheduled tour of duty, shall receive four (4) hours pay, provided that an eight (8) hour prior notice was not afforded the bargaining unit member that the change was forthcoming.

Section 3: Overtime Distribution

Overtime distribution shall be in accordance with the written Departmental Policy dated January 7, 1986, or as amended by a joint committee of the City and both police bargaining units.

Section 4: Call out procedures - Overtime

If a bargaining unit member is called for overtime and there is no personal contact with the unit member (i.e. No answer, answer machine or a not at home response from someone other than the unit member) the unit member is charged for the proposed overtime. If the office has called and the Officer did not respond to the call-in but subsequently calls in and requests the overtime assignment, overtime shall be given to said Officer if the overtime assignment has not already been assigned.

ARTICLE 15 - COURT TIME

A bargaining unit member scheduled on a police matter to any court or administrative agency function shall receive straight time pay during his regularly scheduled hours of work. If scheduled on a police matter to appear during hours in which he would normally be off, he will be compensated at the rate of time and one-half, with a two (2) hour minimum. However, if the bargaining unit member is required to attend court at a time contiguous with his/her respective shift, the bargaining unit member will receive regular overtime payment rather than the call-in time stipend specified hereinbefore.

ARTICLE 16 - ALLOWANCES FOR ASSIGNED DUTIES

Section 1: Meal Allowance

Bargaining unit members shall be paid a meal allowance not to exceed ten (\$10.00) Dollars per meal when assigned to out-of-town court, administrative functions or school; providing, said duty requires them to be out of town beyond the normal meal times noon and 6:00 P.M.) and said assignment is more than five (5) hours in

duration. Unit members must furnish a receipt in order to be reimbursed.

Section 2: Parking and Other Expenses

Transportation, parking and other expenses approved by the Chief of Police or his designee shall be reimbursed to the employee.

Section 3: Mileage

In the event that transportation is not available, the City will pay said bargaining unit member mileage allowance at current I.R.S. guidelines for the use of his vehicle.

ARTICLE 17 - SENIORITY

Section 1: Seniority Date

The continuous service date of each bargaining unit member shall be the date upon which said bargaining unit member commenced work in their current classification of Sergeant or Lieutenant. The Chief of Police shall determine the seniority date of bargaining unit members promoted on the same date.

Any bargaining unit member who is suspended or on an unpaid leave of absence for a period of thirty days or more shall have his or her seniority date advanced by an equivalent number of days.

Section 2: Seniority Lists

The seniority list for bargaining unit members shall be reviewed and revised as needed. Such list shall be forwarded to the Union. Employees listed on the seniority list who have been placed on a Military Leave of Absence, will have their Leave of Absence indicated by the initials "M.L.A." placed opposite their names on the seniority list.

Section 3: Employees transferred Out of the Police Department

An employee transferred out of the Police Department to fill a permanent vacancy shall have his seniority frozen as of the date of this transfer, and during the six (6) months following the date of his transfer, may return or be returned to the job he held at the time of the transfer, or if that job no longer exists, to any job to which his seniority entitles him. After expiration of the six (6) month period, the bargaining unit member shall lose all seniority in the rank. An employee assigned out of the Department

to fill a temporary vacancy not to exceed three (3) months will continue to accumulate seniority, and when returned to the rank, will be returned to the job held at the time of the assignment.

Section 4: Reduction and Restoration

A) The intent of this section is to provide an efficient and workable method of reducing the Department when occasion demands.

B) The City shall meet with the proper Union representatives as far in advance as possible to work out the details of any reduction of employees pursuant to the following paragraphs of this Section. In all cases of layoff known to the City, the City will, as soon as practicable, follow the seniority provisions of this Agreement.

C) When, for any reason the City finds it necessary to reduce the Police Department for an extended period of time, the following procedure shall prevail.

D) The City shall determine the number of employees with the least departmental seniority within a given classification, to be released from the Department, and shall then layoff from the employees last hired in the Department.

E) When recalling employees, all recalls shall be in order of seniority.

Section 5: Compensation for Improper Layoff or Recall

In the event of improper layoff or failure to recall an employee in accordance with his seniority rights, the City shall compensate employee for all back wages and benefits due the employee.

Section 6: Continuous Service Break

A bargaining unit member's continuous service shall be broken if he or she:

- 1) Quits voluntarily.
- 2) Is discharged for proper cause and not reinstated.
- 3) Fails, after a layoff or recall, to report within ten (10) working days after delivery of a notice to report. The notice shall be delivered to his last address appearing on his employment record.

ARTICLE 18 - SAFETY

Section 1: Safety Objectives

The City and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2: Unsafe or Unhealthy Conditions

A bargaining unit member who believes that he is required to work under an unsafe or unhealthy condition shall have the right to file a grievance on such condition, and shall be given preferred attention.

ARTICLE 19 - MEDICAL EXAMINATION

The City may, at its expense, provide each employee an annual medical examination and any other tests as ordered by the examining doctor for the purpose of determining fitness for duty. Such examination shall be scheduled as nearly as possible on the anniversary of the employee's last medical examination and written results of such examination and tests shall be forwarded to the employee within thirty (30) days on receipt of same by the City. The City will schedule such examination during the officer's normal working hours.

ARTICLE 20 - PATROL CARS, EQUIPMENT, AMMUNITION AND WEAPONS

Section 1: Patrol Cars

Bargaining unit members may work alone in a patrol vehicle.

Section 2: Equipment

Proper equipment such as helmets, nightsticks, flashlights, batteries, first aid kits, shotguns, and ammunition shall be made available to all bargaining unit members on duty.

Section 3: Ammunition and Weapons

Ammunition shall be allotted to all bargaining unit members, at City expense, for practice and scheduled qualifying shoots. Qualification shall be made during the employee's regular term of duty for service pistols, and all other weapons used in the performance of their duties.

ARTICLE 21 - EDUCATION

Section 1: Schooling and Training

A) Bargaining unit members attending schools or in-service training classes shall not be required to attend if working midnights unless classes are scheduled after 3:00 P.M. and schooling or in-service training assigned by the administration, occurring on a leave day will be paid at the rate of time and one-half.

B) The City shall reimburse each bargaining unit member actual tuition expenses per credit hour in a criminal justice program, incurred prior to July 1, 2018 provided the course work is not refundable by LEAA or VA funds; and further provided that the unit member must receive a "C" grade or better to be eligible for tuition reimbursement. Reimbursement shall be made only for course work completed at accredited colleges or universities up to a bachelor's degree only (North Central Accreditation).

C) Prior to enrollment, Bargaining Unit members shall notify the Chief or Chief's designee of their intention to attend an accredited college or university. All requests shall be submitted before April 1st of each year and shall be for classes which will start after April 1st of each year. The notification shall include semester start and end dates, the anticipated cost of tuition per semester including the number of classes, the anticipated cost per credit hour and the expected graduation date. The Parties agree the costs submitted will be a best estimate of costs and Bargaining Unit members shall be paid for the actual documented cost.

ARTICLE 22 - LEAVE OF ABSENCES

Section 1: Military Leave of Absence

Any bargaining unit member leaving for service with the Armed Forces of the United States or enforced Military Training shall be included in the computation of his length of service with the City his term of military service to determine his status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced Military Training shall not lose his seniority status but upon termination of such service shall be re-employed by the City, provided he has been honorably discharged from the service and reports for work within ninety (90) days after his discharge, he shall return to his former classification and pay applicable at the rate as of his return.

Section 2: Employee Leave of Absence

The City Manager may grant an employee a leave of absence without pay for a period not to exceed one (1) year when it is in the interest of the City to do so. The bargaining unit member's request for such leave shall be considered when he has shown by his record to be of more than average value to the City, and where it is desirable to retain the employee even at some sacrifice. Leave benefits will not accrue during an unpaid leave of absence.

Request shall be filed at least forty-five (45) days prior to the requested starting date. Failure to return to work on the date scheduled shall be cause for termination.

Any kind of leave time granted to an employee may be temporarily suspended during any period of emergency declared by the City Manager's Office.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1: Definition and Steps

A) A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

B) A bargaining unit member may present a grievance to the City

without the intervention of the Union or its representative. Any adjustment to the grievance will be consistent with the terms of this Agreement.

Step 1

A) Any bargaining unit member who believes that he has a grievance may discuss it with the Chief of Police or designee. In the event such grievance is not settled, as a result of such discussion, then the aggrieved bargaining unit member, through the Union, in behalf of one or more employees, may initiate a grievance by submitting such grievance in writing on a regular grievance form dated and signed by the grievant, (if possible), to the Chief within five (5) days from the date of the discussion referred to in the preceding paragraph (excluding Saturdays, Sundays and holidays). The grievance form should include such information and facts as may be of aid to the City and Union in arriving at a fair, prompt, and informed decision. The Chief of Police within five (5) days (excluding Saturdays, Sundays and holidays) after submission to him of the written grievance, shall write on the grievance form "The Union representative and/or employee and I have determined as follows:

and the reasons for my determination are as follows:

Indicate the date he received the grievance form, sign it and deliver it to the appropriate Union representatives.

Step 2

If the matter is not satisfactorily resolved in the first step,

after receipt of the Chief's written answer, the Union may appeal said grievance, in writing, to the City Manager within five (5) working days following the reply of the Chief of Police. The City Manager shall reply, in writing, within five (5) working days thereafter.

Step 3 Grievance Procedure

A) If the grievance is not satisfactorily adjusted after receipt of the City Manager's written response within the time provided (unless mutually extended), either party may, within fifteen (15) working days in writing, request arbitration (or forfeit such right) and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall notify the Michigan Employment Relations Commission (MERC) in accordance with the then applicable rules and regulations of the Commission. The expenses of the arbitration, excepting the parties own expense, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

B) With respect to grievances involving the discipline or discharge of bargaining unit member, the arbitrator shall determine if the discharge was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received less, compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would have been earned otherwise, and/or further award as may be appropriate and just. His award shall be final and binding on the parties.

C) It shall not be the intent of this Section to allow binding arbitration which may, in effect, be in conflict with existing State and/or Federal laws.

D) Grievance must be taken up promptly and no grievance will be

considered or discussed which is presented later than thirty (30) calendar days excluding sick or personal leave days, after grievance has taken place.

E) If no reply in writing has been received from the City or Union within the time limit provided in Steps One and Two, it shall be deemed as a favorable reply to the other party.

F) The above shall constitute the sole and only grievance procedure provided to the unit member.

Section 2: Authority

A) The Union shall have exclusive authority to initiate, prosecute, and adjust grievances under this Article, except as otherwise provided by State Law.

B) In the event an employee dies, the Union may process on behalf of his legal heirs any claims he would have had relating to any moneys due under any provisions of this Agreement.

C) Notwithstanding the procedure herein provided, any grievance may be submitted to Arbitration at any time by agreement of the parties to this Agreement.

ARTICLE 24 - MAINTENANCE OF CONDITIONS

A) Except as modified by this Agreement, wages, hours and conditions of employment in effect at the time of the execution of this Agreement shall be maintained during the terms of this Agreement.

B) This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, this contract will take precedence.

C) The grievance procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by State and/or Federal Law.

D) The terms and conditions of this Agreement shall remain in full force and effect for the duration of this Agreement and until such time as a new agreement is reached. This Agreement shall constitute the total of negotiations and

neither party is obligated to open this Agreement for negotiations on any matter included in or omitted from this contract, unless both parties mutually agree to do so.

- E) No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms of conditions contained herein, shall be binding upon the parties hereto unless such agreement, understandings, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other Agreement, understanding, past practices and arrangement heretofore existing.

ARTICLE 25 - MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Riverview Code and any modifications made thereto, any resolution passed by City elected or appointed officials.

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

- A) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C) To sub-contract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;
- D) To determine the number, location and types of facilities and

installations;

E) To determine the size of the work force and increase or decrease its size;

F) To hire, assign and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;

G) To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;

H) To direct the work force, assign work and determine the number of employees assigned to operations;

I) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;

J) To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours worked;

K) To establish work schedules;

L) To discipline and discharge employees for cause;

M) To adopt, revise and enforce working rules and carry out cost and general improvement programs;

N) To transfer, promote and demote employees from one classification, department or shift to another;

O) To select employees for positions and to determine the qualifications and competency of employees to perform available work.

Furthermore, the City, as employer, shall retain as management rights, any and all powers and rights over wages, hours and other, Conditions of employment not expressly abrogated in this Agreement.

ARTICLE 26 - STANDBY PAY

The City shall compensate officers a minimum of two (2) hours pay at straight time for standby. Unit members shall be paid time and one-half pay for all hours of standby beyond two (2) hours. Standby shall be defined as an officer receiving orders from the Chief of Police or his designee to standby at his home because of an anticipated emergency callout. While on standby, officers will remain at home, dressed in required garb and prepared for immediate response if called.

ARTICLE 27 - DEPARTMENTAL PROMOTIONS AND ASSIGNMENTS

Section 1: Departmental Promotions and Assignments

Any promotion or assignment within the Police Department, below the rank of Deputy Police Chief, will be from within the ranks in the Department; however, the City shall attempt to fill the vacancy of the position of Deputy Police Chief from within the ranks of supervision.

Section 2: Promotions

A) To be eligible for promotion to Lieutenant an employee shall hold the rank of Sergeant for at least three (3) years and must have earned a Bachelor's Degree from an accredited college or university. Sergeants who were promoted into the bargaining unit on or before July 1, 2000 are exempt from this education requirement.

B) The Chief of Police shall promote, in the event of a vacancy, from among those eligible, that person who in the Chief's judgment, is the most qualified.

Section 3: Re-Appointment List

A bargaining unit member that is reduced in rank for non-disciplinary reasons will be placed on a re-appointment list. When filling a vacancy for a Sergeant and/or Lieutenant's position, the re-appointment list shall take precedence over the eligibility list.

Section 4: Assignments

Any future assignments shall be posted for bid a sufficient amount of time to allow all unit members ample time to observe the notice and to respond. Assignments of less than thirty (30) calendar days shall be made on the basis of ability. Ability being equal,

consideration shall be given to seniority in making the decision.

The Chief of Police, or his designee, will interview those employees who request an assignment. Assignments, including those in place at the time of execution of this Agreement, will be for a duration of five (5) years; the five (5) year assignment will begin at the time of contract ratification. However, the Chief may shorten such duration at his option and may extend it if no one else has applied for it. The Chief may assign anyone to an assignment if no qualified employee has applied for it. An employee may request to be removed from an assignment if there are others who have indicated a desire for such an assignment and are deemed by the Chief to be suited to the assignment. Employees in work assignments may not be reassigned to the same work assignments unless there are no other employees seeking assignment to that work assignment. This includes but is not limited to Traffic Sergeant, Detective Sergeant, and Detective Lieutenant.

ARTICLE 28 - SHIFT PREMIUM SCHEDULING

Section 1: Shift Scheduling

For the purpose of determining premium pay on holidays and shifts the following schedule shall be used. Any shift beginning between the hours of 7:00 P.M. and 7:00 A.M. shall be defined as the midnight shift, and shift beginning between 7:00 A.M. and 7:00 P.M. shall be defined as the day shift.

Section 2: Shift Bonus Pay

Shift bonus pay will be paid at the following rate:

Midnights:	7pm- 7am:	2.5% of base pay.
Days:	7am- 7pm:	0.5% of base pay.

Payments shall be in annual installments payable the first pay period of December. Payments shall be construed as payment in arrears.

Officers must work scheduled 12-hour shifts for at least ten (10) months out of that period to become eligible for such payment for that period.

For time so worked over one (1) month; one-half (1/2) month or more shall be counted as a full month; less than one-half month shall not be counted toward shift bonus pay.

ARTICLE 29 - BILL OF RIGHTS

Section 1: Bill of Rights

- A) No bargaining unit member shall be reprimanded or disciplined except for just cause.
- B) Whenever a bargaining unit member is alleged to have violated a rule or regulation of the department, the charge, if any, shall be reduced to writing within ten(10) calendar days of said occurrence, and the bargaining unit member shall have five (5) calendar days to respond to said charges.
- C) Any bargaining unit member to be suspended must be charged in writing specifying the specific violation or violations.
- D) In every case, the employee shall be given the opportunity to be represented by a Union representative during the proceedings.
- E) If the charges are unfounded, the records will remain in the Officer's personnel jacket for a period of two (2) year's with a notation by the City exonerating the officer of all charges.
- F) The City agrees that they will follow the principal of progressive discipline by treating all bargaining unit members fairly, and in respect to minor offenses whenever possible there will be a verbal reprimand prior to a written reprimand.
- G) The City will remove written reprimands from bargaining unit members personnel file after two (2) years if said member has not received a written reprimand during the two (2) years period.
- H) In every case where the charges result in disciplinary action, a copy of the charges and any disciplinary action shall be forwarded to bargaining unit representatives.

Section 2: Complaint Procedures from Employees

Whenever any complaint, or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee subject to this Agreement, or under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of the crime or offense under the State or Federal law, or a traffic violation involving

death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint, and the employee shall specifically have the right to representation by the Association at every stage of the proceedings:

- 1) The employee shall be given a summary of the charges against him.
- 2) Before he is interrogated, or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.
- 3) Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
- 4) Nothing in the foregoing procedure shall limit the right of the department to use such statement for department disciplinary purposes.
- 5) Polygraph examination shall be permitted as limited by law.

ARTICLE 30 - RETIREMENT

Section 1: Membership and Adoption by Reference

Membership in the Retirement system for employees hired before July 1, 2013 shall be governed by Ordinance #327 of the City of Riverview Code of Ordinances. Except as modified herein, the new pension program adopted as Ordinance #327 is hereby incorporated by reference into this Agreement. Command officers who were hired by the City after July 1, 2011 shall receive the same pension or 401(A) benefit as they had while in the Patrol Officers bargaining Unit.

Section 2: Employee Pension Contribution

If the City assumes a portion of the employees pension contribution for members of the Police Officers Bargaining Unit, then the Command Officers Bargaining Unit members will have the same percentage of their pension contribution assumed by the City as well. Bargaining Unit Members employee defined benefit pension will be five (5%) percent.

Section 3: Final Average Earnings (FAE)

FAE for purposes of computing pension benefits under the retirement

ordinance shall include within the computation thereof, base pay, longevity, current 13 holidays, annual shift differential, and overtime. Overtime shall be capped at \$7,000 a year and longevity shall be capped at \$1,250.00.

Section 4: Retirement, Death and Accumulation

- A) Lieutenants can accumulate up to One Thousand Two Hundred (1,200) hours of sick leave for retirement purposes. All accumulated time to One Thousand Two Hundred (1,200) hours on retirement shall be paid in cash. In no instance may the employee demand full pay for sick time in excess of amounts indicated on retirement.
- B) Sergeants can accumulate up to One Thousand Two Hundred (1,200) hours of sick leave for retirement purposes. All accumulated time to One Thousand Two Hundred (1,200) hours on retirement shall be paid in cash. In no instance may the employee demand full pay for sick time in excess of amounts indicated on retirement.
- C) In the event of the death of a bargaining unit member, all accrued benefits under this contract shall be paid to the beneficiary designated on the unit member's insurance policy.

Section 5: Vesting

- A) Bargaining unit members have vesting provisions according to the Retirement Ordinance #327.
- B) If a bargaining unit member with more than twenty-five (25) years of service receives a vested pension benefit, then the vested member will receive health insurance benefits commensurate to those received by a full retiree under this agreement once the member starts drawing the vested pension.

Section 6: Pension Changes

Prior to adoption of pension ordinance changes by City Council, the bargaining unit will have the opportunity to review all changes; and no change will be made that has an adverse effect on employee contributions and/or pension benefits. Any issue in dispute which the bargaining unit believes to be detrimental to pension benefits will be subject to the negotiation process and/or grievance procedure.

Section 7: FAE Defined

Effective May 24, 1989, Final Average Earnings shall be calculated by averaging the best three (3) of the last ten (10) years of service to the city.

Section 8: Pension Multiplier

The pension multiplier shall be two and one-half percent (2.5%) for all years of service with a seventy-five percent (75%) maximum benefit.

Section 9: Pop Up Option

A bargaining unit member who retires during the term of this agreement and who elects benefits pursuant to Option "A" (100% joint and survivor) or Option "B" (50% joint and survivor) may additionally elect to have the benefit revert to the straight life benefit amount if the member's beneficiary should predecease the member. The cost of this benefit shall be funded by the reduction of the initial benefits payable to the Employee and not by an additional cost to the Employer.

Section 10: Definition of Retirement and Retiree

For purposes of this Agreement, the definition of "retirement" shall mean separation from the City service with a one hundred percent (100%) vested pension benefit and entitled to an immediate pension. "Retiree" shall mean an employee who at the time of his or her separation from the City service is one hundred percent (100%) vested in his or her pension benefit and entitled to an immediate pension.

ARTICLE 31 - DRUG TESTING POLICY

The City's Drug Testing Policy is included herein as Attachment Appendix A, and shall become effective upon the date of execution of this agreement.

ARTICLE 32 - DURATION

Section 1: Effective Date

This agreement, unless otherwise noted, shall be effective July 1, 2022 and shall remain in full force and effect to and including June 30, 2026.

Section 2: Continuous Application

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement, shall continue retroactive to the expiration date of this agreement, and retroactivity or retroactive application of any new agreement, to any date, shall be a negotiable issue as between the parties.

Section 3: Renegotiations

The parties agree that commencing not later than April 1st of the year that this agreement terminates, they will undertake negotiations toward a new agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on the 18th day of May, 2023.

CITY OF RIVERVIEW, MICHIGAN,
a Municipal Corporation



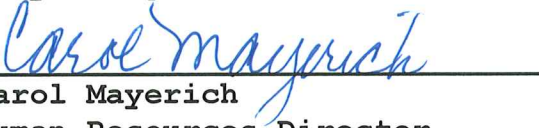
Andrew Swift
Mayor



John Allen
Police Chief



Jeff Dobek
City Manager




Carol Mayerich
Human Resources Director


POLICE OFFICERS LABOR COUNCIL
LIEUTENANTS AND SERGEANTS




Eric Thome
Sergeant



Derek Gentry
Sergeant



Jason Fell
Sergeant



Chet Kulesza
POLC Representative

APPENDIX - DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all employees with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use "of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use' of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance. Where law enforcement employees participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure, the integrity of the Department and to preserve public trust and confidence in a fit and drug- free law enforcement profession, this Department will implement a drug testing program to detect prohibited drug use by all employees.

III. DEFINITIONS

A. Employee - Those persons who are employed by the Riverview Police Department.

B. Supervisor - Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test - The compulsory or voluntary production and submission of urine in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect the employee is or has been using drugs while on or off duty.

E. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it more probable than not that an employee is or has been using drugs while on or off duty.

F. Probationary Employees - For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the Department as a recently hired employee.

G. MRO -Medical Review Officer - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.

H. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Chief after it has been determined that the employee has violated this order.

IV. PROCEDURE/RULES

I. General Rules - The following rules shall apply to all employees while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance except under the direction of a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor when required it to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 - 1) Note from the prescribing doctor
 - 2) Copy of the prescription
 - 3) Show of the bottle label to his or her immediate supervisor.
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that the appropriate medical steps may be taken to ensure

the employee's health and safety.

4. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his or her supervisor.

5. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures, and the collective bargaining agreement. The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:

- a. A refusal to participate when ordered by the Chief or his designee;
- b. Probable cause;
- c. The Medical Review Officer determines that an employee's drug test is positive.

J. Applicant Drug Testing

1. Applicants for employment with the Riverview Police Department shall be required to take a drug test as a condition of employment during a pre-employment (post offer) medical examination.

2. Applicants shall be disqualified from further consideration for employment under the following circumstances:

- a. Refusal to submit to a required drug test; or
- b. A confirmed positive drug test indicating drug use prohibited by this order.

K. Probationary Employee Drug Testing

All probationary employees shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief.

L. Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The Chief or designee may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. The facts supporting the order shall be made available to the employee prior to the actual test.

2. Upon reasonable suspicion, the Department may request an employee to submit to a drug test in the presence of a Union representative in accordance with the contract.

3. A drug screening test shall be considered as a condition of acceptance of a Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested at least once every six months and also when an officer leaves the Unit. The officers of the Narcotic Unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

M. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Riverview Police Department rules and regulations, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

N. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.

2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary; however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.

4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an

officer enters same in order to document that the area is free of any foreign substances.

5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four hours to give a sample. During that time, the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen sample shall be sealed, labeled, initialed by the employee and laboratory technician and checked against the Identity of the employee. Samples shall be stored in a secured and refrigerated) atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

0. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. Initial screening test.
 - b. Confirmation test--if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered 0, conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana," cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be. considered a positive test result when using the initial immunoassay drug screening test:

<u>INITIAL TEST LEVEL</u> (ng/ml)	
Marijuana metabolite	100
Cocaine metabolite	300
Opiate Metabolite	300*

Phencyclidine	25
Amphetamines	1000
Barbiturates	300

* 25 ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method.

CONFIRMATION TEST LEVELS

Marijuana Metabolite		15 *
Cocaine metabolite		150 * *
<u>Opiates:</u>		
Morphine	300	+
Codeine	300	+
Phencyclidine	25	
<u>Amphetamines:</u>		
Amphetamine	500	
Methamphetamine	500	
Barbiturates	300	

* Delta-8-tetrahydrocannabinol-0-carboxylic acid.

* * Benzoylecgonine.

+ 25ng/ml if immunoassay-specific for free morphine.

6. The initial and confirmatory test cut off levels of this order are the same as that of the United States Government which were published in the Federal Register, Volume 54, Number 230, dated December 1, 1989.

7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.

8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.

9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

P. Chain of Evidence - Storage

1. Each step in the collecting and processing of the" urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

Q. Drug Test Results

All records pertaining to departmental-required drug tests shall remain confidential, and shall not be providence to other employers or

agencies without the written permission of the person whose records are sought. However medical, administrative and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

R. Procedures for Implementation of the Last Chance Agreement

1. An employee whose drug test has been confirmed positive by the Medical Review Officer (if found guilty during Department proceedings) shall be offered a last chance agreement.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the Department, the employee and a Riverview Police Officer Labor Council representative.
3. An employee must attend and successfully complete an authorized rehabilitation program approved by the Employer.
4. An employee must sign a form releasing any and all information to management as may be requested.
5. An employee must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall orally screen for drug use and the physical impact of the prior drug usage.
6. An employee may be allowed to use sick time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
7. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief.
8. The employee shall be subject to the terms of this program for three (3) years after their return to work.
9. The employee must agree in writing that the employee may be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
10. Employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

LAST CHANCE AGREEMENT

RE:

Whereas, the above referenced individual was found guilty of violating the Department drug order on _____, and; Whereas, the _ will conditionally reinstate to the same rank held at termination, provided the employee is found by medical examination to be capable of performing all the duties of the classification as have been previously established by and subject to the following terms and conditions being met and maintained.

Now, therefore, it is agreed that:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source and approved by the employer.
3. Employee must pass a medical and psychological examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical/psychological impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief, the employee shall be returned to the Police Department.
6. Once returned to duty, the employee will present him/herself to the Department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him/her by the rehabilitation center for a period of not more than three (3) years. Employee _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives shall result in (discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, employee shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, employee will be discharged from employment with the _____ subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Employee will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____

_____ and the date of return to duty. No other wage is due or owing, and employee waives any claim thereto. Benefits will be paid and will accrue in accordance with Section 18.7 of the Collective Bargaining Agreement.

9. The association will withdraw with prejudice the Grievance _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee shall release and discharge the Association and Employer from any and all claims relating to Grievance# _____ including, but not limited to, the processing and arbitrator of this grievance.

Further, employee _____ shall release the City and the Labor Council from all liability and claims he/she may have had or now has with respect to his/her employment with the Riverview Police Department whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or other law, regulations, contract or agreement under the Collective Bargaining Agreement between the City of Riverview and the Police Officers Labor Council.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.

12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

Dated this _____ day of _____, 20

Officer

Union Representative

Police Chief

APPENDIX B

Fitness Test

Criteria:

- 1) Must perform the 1.5 mile run under 16 minutes to qualify to move to the next 2 station. No score is required for run.
- 2) Push-ups/sit-ups: Must perform a minimum score of 8 (4 points from category push-ups, as many as you can in one minute thirty seconds, and 4 points for as many sit-ups performed in one minute thirty seconds) in order to earn two (2) fitness personal days.

Scoring Scale for Sit-Ups

Score	Female Range	Male Range
-2	29 and below	31 and below
0	30-34	32-37
1	35-36	38
2	37-40	39-42
3	41-42	43-44
4	43-46	45-47
5	47-48	48-49
6	49-50	50-51
7	51-52	52-53
8	53-54	54-55
9	55-56	56-57
10	57 and over	58 and over

Scoring Scale for Push-Ups

Score	Female Range	Male Range
-2	4 and below	19 and below
0	5-13	20-29
1	14-18	30-32
2	19-21	33-39
3	22-26	40-43
4	27-29	44-49
5	30-32	50-53
6	33-35	54-56
7	36-38	57-60
8	39-41	61-64
9	42-44	65-70
10	45 and over	71 and over