

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF RIVERVIEW
AND
GOVERNMENTAL EMPLOYEES LABOR COUNCIL



JANUARY 1, 2020 TO DECEMBER 31, 2024

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AGREEMENT

This Agreement entered into this 1st day of January, 2020 between the City of Riverview (hereinafter referred to as the "EMPLOYER") and the Government Employees Labor Council, (hereinafter referred to as the "UNION").

ARTICLE 1 **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

ARTICLE 2 **RECOGNITION AND EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended. The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining, in respect to rates of pay, wages. Hours of employment for the term of this Agreement for the following regular full-time employees:

Administrative Specialist

All other positions are hereby excluded.

ARTICLE 3 **UNION SECURITY / AGENCY SHOP**

3.1. **MEMBERSHIP** - Membership in the Union is not compulsory. Employees have the right to join, maintain or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.

3.2. **UNION DUES** - Except as provided elsewhere herein, all full time employees in the bargaining unit shall, on or before the thirtieth (30th) day following: a) the date of initial employment

within the bargaining unit, or b) the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

1. Become a member of the Union, or
2. Pay to the Union an amount of money which cost is equal to the Union monthly dues.

3.3. INTERPRETATION - The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirement of the Labor Management Relations Act of 1947, as amended and construed by the National Labor Relations Board, the Michigan Public Relations Commission and the federal and state courts.

3.4. SEVERABILITY - If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the state legislature enacts a law forbidding, the "agency shop" clause or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Union shall reimburse all employees who have been required to pay either dues, fees or service charges, provided such employees must request the Union for reimbursement within thirty (30) days of such court, agency or legislative decision or action.

3.5. TERMINATION - In the event that an employee covered by the provisions of this Article does not join the Union or tender his/her service charge to the Union within thirty (30) days, as required, such employees shall be terminated by the Employer after having been afforded due process of law. The Union agrees to indemnify the city in accordance with the provisions of Section 3.6 hereafter.

3.6. INDEMNIFICATION - As a condition of the effectiveness of the Article, the Union agrees: to indemnify and save the city, each individual council member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article.

ARTICLE 4 **UNION DUES**

4.1. COLLECTION - The Employer will collect Union dues and/or service charges through its regular payroll system and remit total amount on a monthly basis to the Union. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it's to be the responsibility of such employee to obtain appropriate refund from the Union.

4.2. INDEMNIFICATION - The Union will protect, save harmless; and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.

ARTICLE 5

PROBATIONARY EMPLOYEES

5.1. PROBATION - Any new employees, as defined in Article 2 of this Agreement shall be considered probationary employees for six (6) months from the date of employment. The Union shall represent the probationary employee in regards to wages, hours and working conditions but shall not represent such employees in regards to discipline and/or discharge enacted by the Employer, including the right of representation under Article 24, Discharge and Discipline. The Employer, at its sole discretion, shall have the right to extend the probationary period for up to an additional six (6) months. This extension will be provided in writing to the Union Chapter chair.

5.2 ORIENTATION- During planned orientation of new employees, the Local Chapter chair or designee shall be provided an opportunity to meet with the new employee. The meeting shall describe the Union's function, present the Labor Agreement, and general interest in representing employees. The official shall be released from duty without loss of pay to attend the orientation for Union presentation.

5.3. REPRESENTATION- Employees in the Unit shall be represented by one chapter chair, one steward, and one alternate steward who shall be a current member from the existing GELC membership currently working for the City of Riverview.

5.4. CHAPTER CHAIR- The chapter chair of GELC and/or the Chief Steward shall be afforded time during regular working hours, without loss of pay, to negotiate, process grievances, attend Special Conferences and any other related Union matters. The officers shall notify their supervisor prior to being released. This provision shall not be abused.

5.5. UNION OFFICIALS- The Union will provide a list of Union Officials and any subsequent changes to the Employer.

ARTICLE 6

DISABILITY PAYMENTS

6.1. DUTY CONNECTED DISABILITY - When any employee receives a work connected disability as determined by the Employer's insurance carrier, the Employer's policy will be that the employee will be paid from date of injury 100% of full base pay for a period not to exceed six (6) months. The employee will turn over to the Employer any monies received from the Employer's Worker's compensation carrier.

6.2. NON-DUTY CONNECTED DISABILITY - Disability Payments: The Employer will pay 66 2/3 % of an employee's full base pay for a Non-Duty connected disability. Upon second and subsequent occurrences within a five (5) year period, the Employer retains and reserves the right to send the employee to the Employer's current contracted industrial clinic for a second opinion. Should the current industrial clinic refuse treatment or diagnosis of the employee, the Employer further reserves the right to select another physician of the Employer's choosing. Upon conflicting diagnosis, the employee reserves and retains the right to return to their own personal physician who

initially made the diagnosis to confirm their original diagnosis. Should the employee elect to follow the advice or recommendation of their personal physician and remain off of work, they may do so. However, all non-duty disability payments (66 2/3%) shall cease effective the day upon which the Employer's physician/industrial clinic specified as the return to work date. The Employer shall not be responsible for the foregoing disability payments if the injury is incurred while on other employment. The above 66 2/3% payment will apply only after all sick time has been exhausted with a minimum accumulation of fifteen (15) working days. This will apply only after fifteen (15) working days are accumulated. In cases where there are less than fifteen (15) working days accumulated, no payments will be made until fifteen (15) working days time has lapsed. Maximum length of non-duty disability pay shall not exceed 6 months. This provision may be extended with the approval of the HR Director on a case-by-case basis.

6.3. FRINGE BENEFITS – During the period the employee is off of work due to a non-duty disability the employee shall continue to receive the following fringe benefits of health insurance, longevity pay (longevity accrual will be stopped during the time the employee is disabled), dental insurance, life insurance, optical insurance, and vacation and personal leave, but shall exclude holiday pay.

ARTICLE 7

FUNERAL LEAVE

7.1. IMMEDIATE FAMILY - Employees will be granted three (3) working days of leave not charged to sick leave to attend the funeral of the following:

Wife	Mother	Brother	Grandparents
Husband	Father	Mother-in-Law	Grandchildren
Children	Sister	Father-in-Law	Great Grandparents
Step-Parents	Brother-in-law	Sister-in-law	Grandparents-in-law
Son-in-law	Daughter-in-law	Step-Children	Great Grandchildren

7.3. HOUSEHOLD - In case of death of anyone else residing in the employee's household, not more than three (3) days sick leave may be used.

7.4. VERIFICATION - Upon written request from the supervisor, an employee will submit verification of death.

7.5. CO-WORKER - Employees may request- to take up to four (4) hours off work without loss of pay if the employee makes up the lost time during the pay period in which it was taken. This method of taking time off is to attend the funeral of a person not identified above will be at the discretion of the employee's Department Head. If an employee is to be gone more than four (4) hours, he/she will have to draw on his/her accrued time in order to be paid for his/her time away from work.

ARTICLE 8
GROUP LIFE INSURANCE

8.1. COVERAGE - As soon as practicable after the execution of the Agreement, the Employer shall provide for each employee fully paid group term life insurance in the amount of Twenty Thousand Dollars (\$20,000). The Employer shall also provide and pay the full cost of Ten Thousand Dollars (\$10,000.00) group term life insurance for all retired employees. Only those employees retiring from the City who are one-hundred percent (100%) vested (ten (10) or more years of credited service) in the retirement system and who will receive an immediate pension benefit shall be eligible for the retiree benefit.

ARTICLE 9
HOLIDAYS

9.1. HOLIDAYS - The employees are allowed the following paid holidays each fiscal year:

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

9.2. FLOATING HOLIDAY - Scheduling of the Floating Holiday shall be subject to departmental policies regarding vacation scheduling and approval.

ARTICLE 10
WORK HOURS

10.1. HOURS - The normal work day shall consist of eight (8) hours including the one (1) hour paid lunch hour as in Article 12 and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive. Hours of out-buildings (DPW and Land Preserve) are 8am to 4pm.

10.2. WORK DAY - The normal workday will be from 9:00 A.M. to 5:00 P.M. for clerical personnel except for those that are designated from 8:00 A.M. to 4:00 P.M. Either Management or an employee may request a short term change to normal workday hours. The change shall be adopted if Management and the employee mutually agree upon the change and define the hours and duration thereof. The change is subject to revocation with reasonable notice. Neither a change nor a revocation shall be grievable.

10.3 When an employee is considered tardy at the start of the workday or return from lunch late, the employee will be allowed to make the time up during the lunch hour only, within the work day Monday through Friday of that pay period only. You cannot come in early or stay after to make up time.

ARTICLE 11

OVERTIME

11.1. OVERTIME - All work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half (1 1/2). Overtime shall be by department. The employee shall receive pay at the rate of twice the scheduled rate for Sunday work when mandated by the supervisor. Overtime must be by department and approved by the appropriate department head or their designee in advance.

ARTICLE 12

LUNCH PERIOD

12.1. PAID LUNCH - All unit members shall receive a one (1) hour paid lunch period. Lunch is to be taken from 11:00 am to 3:00 PM only.

ARTICLE 13

HOSPITALIZATION AND MEDICAL INSURANCE

13.1. PERSONS COVERED - The Employer will provide hospitalization and medical insurance for full time employees, their spouse and children twenty-six (26) years of age and under for the following programs incorporated in this Section. The employee is responsible for notifying the Human Resources Department within 30 calendar days of any change in the number and/or age of his or her dependents. The employee shall be required to reimburse the City for any expenses incurred as a result of a failure to notify of said change(s).

13.2. COVERAGE - Blue Cross/Blue Shield Community Blue Plan PPO Plan 12 together with the following Rider options:

- a. cbet \$0 (Emergency Room Copay)
- b. Preventive Care paid at 100%

Should a clerical 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 BC/BS Community Blue Plan 1 PPO program the clerical bargaining unit member can place themselves or their beneficiary on the current BC/BS master medical PPO program with a \$5.00 generic / \$40.00 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. All new hires and current employees shall have a \$5.00 generic and a \$40.00 name brand prescription drug card. The following "lifestyle medications" are eliminated from coverage: growth hormones, erectile dysfunction medications, hair loss agents, hair removal agents, age related wrinkle agents, depigmenting agents, and infertility medications. EHIM will wrap employees from the "parent" BCBS PPO Plan 12 to a PPO Plan 1. Changes made during open enrollment will take effect on December 1st annually. Mammography rider will remain in place

under PPO Plan 1 with no cost to the employee. Health care benefits for new hires into the bargaining unit shall begin on the first of the month following date of hire.

13.3. ALTERNATE CARRIER - It is hereby agreed that the Employer retains the right to select alternate insurance plans provided:

- (a) The benefits are substantially equivalent to or better than Blue Cross/Blue Shield Community Blue Plan 1 PPO program with a drug rider of \$5.00 generic / \$40.00 name brand drug card. Also, including riders equivalent to or better than cbmhp 20% and cbet \$0.
- (b) That the Union is notified no less than 90 calendar days in advance of the planned implementation with representatives from the carriers involved.
- (c) In the event of a dispute over whether such plans provide substantially the same benefits, the parties shall agree to submit said dispute directly to an expedited arbitration process. Said arbitration shall be completed through American Arbitration Association the same as provided elsewhere in this Agreement except that the selection process, hearing and brief requirements shall be completed no less than 45 days following submission, if possible. The Arbitrator shall rule on the case within 15 days of the hearing.

13.4. OPTICAL – A vision plan will be provided to the employee and employee spouse and dependents. **There will be no duplicate Optical coverage.**

13.5 DENTAL - A dental program will be provided through Blue Cross / Blue Shield or equal coverage and will go into effect for 100% preventative coverage for teeth cleaning every 6 months and x-rays once a year with overall maximum of \$1,000.00 coverage per person per year.

Class 1: 100%

Class 2: 50%

Class 3: 50%

Maximum \$1,000.00

13.6. DUPLICATE HEALTH CARE COVERAGE - It is hereby declared to be the policy of the City of Riverview 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 \$3,000 per year duplicate health payment maximum for the life of the contract. If the employee opts out of health care there will be no duplicate vision coverage.
3. 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.

Any employee failing to comply with the disclosure provisions of this policy 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 policy 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.

13.7. ELECTION OF STIPEND - Payment of the alternative stipend shall be made in accordance with the following policy:

- 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.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1. **DEFINITION** - A grievance is defined as an alleged violation of a specific Article and Section of this Agreement as they relate to members of the bargaining unit. 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 procedure:

14.2. **STEP 1** - An employee who feels he/she has a grievance shall discuss the matter with his immediate supervisor within ten (10) working days from the date of occurrence in an attempt to settle same. It is urged and encouraged that these discussions be on a friendly and informal basis and that every effort be made at this point to solve the problem. However, if the grievance cannot be settled at this Step, it may proceed to Step 2.

14.3. **STEP 2** - If the grievance is not settled at Step 1, it shall be reduced to writing, signed by the grievant and submitted to the Department Head via the Union within ten (10) working days from occurrence of alleged violation. The written grievance shall identify the Article and Section of the contract which the employee believes was violated, contain a specific statement of facts as to what caused the grievance and the remedies sought by the grievant. The Department Head shall within ten (10) working days after a written submission to him/her submit to the Union and grievant a written reply including his determination and reasons for same.

14.4. **STEP 3** - Grievances not settled at Step 2 must be filed with the Human Resources Director or their designee within ten (10) working days from the Department Head's action taken on the grievance. The Human Resources Director their designee shall arrange a conference for discussion between the grievant, Union and supervisor within ten (10) working days after submission of the grievance to him/her. The Human Resources Director or their designee shall submit to the Union and the grievant a written reply including his determination and reasons for same within ten (10) working days from the date of the conference.

14.5. **STEP 4**

- (a) **Appeal** - If the Union is not satisfied with the decision of the Human Resources Director or their designee, the Union or the City may request the services of a Mediator from the Michigan Employment Relations Commission within thirty (30) working days of the date an answer was due in Step 3. If the grievance is not resolved at Mediation, or if the Union so chooses to bypass Mediation, they may move the grievance to Arbitration within thirty (30) working days from the Mediation hearing.
- (b) **Finality of Decision** - There shall be no appeal from the arbitration decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.
- (c) **Contract** Issues - The arbitrator shall rule only on contractual provisions set forth herein.

- (d) Requirements - In cases of Arbitration, the arbitration proceeding shall be conducted by an arbitrator selected from the American Arbitration Association by the Union and Employer in, accordance with applicable rules and regulations of the Association. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. A verbatim transcript of the proceedings will be made, with cost to be equally divided and copies furnished to both parties and the arbitrator.

14.6. GENERAL CONDITIONS RELATIVE TO THE GRIEVANCE PROCEDURE:

(a) The Employer shall make every effort to respond in a timely fashion at each step in the grievance procedure. However, any grievance not answered within the prescribed time limit at any step will be commensurate to a denial of the remedies sought by the Union for the grievance. If this is the case, the Union may appeal to the next step of the grievance procedure.

(b) Any grievance not appealed from a decision of the Employer in one of the steps of the above procedure to the next step as prescribed shall be considered dropped and will not be subject to further appeal or consideration.

(c) The term "working days" as used in the Grievance Procedure Article shall exclude Saturdays, Sundays, and Holidays.

(d) Any grievance shall be presented within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. The Employer will not be required to consider any grievance which was not presented to the Employer ten (10) working days following the date on which the situation or incident which spawned the grievance last occurred.

(e) The time limits prescribed in the grievance procedure may be extended with the mutual consent of the parties.

(f) The Union may withdraw any grievance without prejudice at any step of the grievance procedure. Such withdrawal shall not constitute an acceptance of the Employer's last answer nor establish a precedent on the subject of the grievance.

(g) Any suspensions or discharge grievances will be automatically appealed to the third step of the grievance procedure.

ARTICLE 15 **JURY DUTY**

15.1. SERVICE ON JURY OR AS WITNESS - Employees summoned to serve on jury duty, or as a subpoenaed witness shall be granted the privilege of exercising good citizenship by accepting said summons. Employees required to serve on jury duty will receive full benefits, without loss of salary, while serving.

15.2. LIMITATION - No employee shall receive more than their regular daily rate of pay including compensation received for jury duty. This Section shall not apply to any employee who, as a party to litigation against the City of Riverview, is subpoenaed to testify against the Employer.

ARTICLE 16 **LONGEVITY**

16.1. AMOUNT –Upon completion of five (5) years of service, employees shall receive \$100.00. For each additional year of service, an additional \$100.00 shall be paid until retirement or termination of service, capped at two thousand dollars (\$2,000). Any employee, prior to completion of negotiations would see their longevity increased.

16.2. ELIGIBILITY - Employees who become eligible to receive longevity pay, shall receive such longevity increment on the first pay period following the anniversary date in which the said employee became eligible and on the first pay period after the anniversary date each year thereafter until retirement or termination of service.

<u>5th Year of Service</u>	<u>\$100.00</u>
<u>6th Year of Service</u>	<u>\$200.00</u>
<u>7th Year of Service</u>	<u>\$300.00</u>
<u>8th Year of Service</u>	<u>\$400.00</u>
<u>9th Year of Service</u>	<u>\$500.00</u>
<u>10th Year of Service</u>	<u>\$600.00</u>
<u>11th Year of Service</u>	<u>\$700.00</u>
<u>12th Year of Service</u>	<u>\$800.00</u>
<u>13th Year of Service</u>	<u>\$900.00</u>
<u>14th Year of Service</u>	<u>\$1,000.00</u>
<u>15th Year of Service</u>	<u>\$1,100.00</u>
<u>16th Year of Service</u>	<u>\$1,200.00</u>
<u>17th Year of Service</u>	<u>\$1,300.00</u>
<u>18th Year of Service</u>	<u>\$1,400.00</u>
<u>19th Year of Service</u>	<u>\$1,500.00</u>
<u>20th Year of Service</u>	<u>\$1,600.00</u>
<u>21st Year of Service</u>	<u>\$1,700.00</u>
<u>22nd Year of Service</u>	<u>\$1,800.00</u>
<u>23rd Year of Service</u>	<u>\$1,900.00</u>
<u>24th Year of Service+</u>	<u>\$2,000.00</u>

ARTICLE 17

RETIREMENT

17.1. (A) PARTICIPATION IN SYSTEM – Each permanent full-time employee hired prior to 1/1/05, after six (6) months of service with the Employer, must become a member of the Employer's retirement system, which may be amended by the Employer from time to time. However, prior to the adoption of pension ordinance changes by City Council, the Union will have the opportunity to review all changes; and no change will be made that has an adverse effect on employee contribution and/or pension benefits.

In determining pension benefits, an employee's final average earnings is based on the employee's average base wage (2080 hours), longevity, but not including lump sum pay-outs at the time of retirement or termination, for their best five (5) of the last ten (10) years prior to retirement. The pension multiplier will be 2.25% for all years of service with a maximum 70%. All other provisions of the pension calculation to stay the same.

(B) All new employees hired into the bargaining unit after January 1, 2005 shall be placed into a defined contribution plan (457 Plan) with an Employer contribution up to five percent (5%) of the Employee base wage contribution. If a bargaining unit member contributes ten percent (10%) of his/her base salary into a 457 savings plan, the employer shall contribute ten percent (10%) of base wages toward said plan. New hires are thus ineligible for the defined benefit pension plan. The employee will be fully vested at 100% after five (5) years of active service to the City.

17.2. 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 ceases for the retired employee under the other health plan, then the Employer would then assume coverage for the retired employee as defined in Article 13 of this Agreement.

17.3. RETIREE BENEFITS - Retirees of the City of Riverview, retiring under the provisions of this Agreement and are 100% vested in the Defined Benefit Pension plan and entitled to an immediate pension shall receive 100% paid medical coverage, prescription drug coverage and optical insurance beginning at age sixty (60) with twenty (20) years of service.

The employees that are eligible for City retiree healthcare will contribute one percent (1%) of their base wage into a City established OPEB fund or account.

Retiree benefits will include the \$0.00 generic / \$30.00 name brand co-pay drug rider offered as a part of the health care coverage of the Employer.

New hires into the bargaining unit after January 1, 2012 shall be ineligible to receive retiree health care coverage paid for by the City. Employees hired after January 1, 2012 shall be entitled to receive a Retiree Health Savings Plan (RHS). The city will contribute 2% base wages in pretax dollars to

each participant's retiree health savings plan account. Employees to pay 2% of their base wage into this plan.

Effective January 1, 2012, retiree health insurance (except those eligible for Medicare) 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 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.

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. Before going to complementary coverage, employees retiring after 01/01/05 will go to Community Blue PPO plan 1 for health care with riders w/cbmhb 20%, cbet \$0, and a \$0.00 generic / \$30.00 name brand co-pay drug rider. The retiree can go to Traditional Blue Cross / Blue Shield coverage if the retiree moves out of state only. Retirees are subject to the duplicate health care policy. There is no dental coverage at anytime during retirement.

17.4. RETIREMENT ORDINANCE APPLICABILITY - It is hereby agreed that the Retirement ordinance for the City of Riverview is applicable to this bargaining unit in accordance with the terms and conditions thereof.

17.5. 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. Effective 01/01/2000, if the bargaining unit members selects the straight life option at the time of retirement and the retiree passes away all benefits including health care cease to the surviving beneficiary. The City must follow all COBRA laws

17.6. EMPLOYEES CONTRIBUTION - Employees 5% contribution to the pension plan will be made on a pre-tax basis.

ARTICLE 18

SICK DAYS, BONUS DAYS AND PERSONAL LEAVE DAYS

18.1. QUALIFICATION - Full time employees shall be entitled to sick time which shall be administered as follows: Each employee who has completed his/her probationary period, shall acquire one (1) day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) days per calendar year, to an unlimited accumulation for non-work connected illness. Probationary employees who have completed their six (6) months probationary period shall be eligible to begin accruing, sick leave credits for the remaining six (6) months of their first year of service. Thereafter, employees shall accrue one (1) sick day for each month of service with the Employer. In the event of sickness in the last year of employment before retirement, the

time used shall be deducted from the first one hundred twenty (120) days. Sick leave is a privilege not to be abused. If the Employer finds that an employee is abusing or misusing sick time, the employee may be subject to progressive discipline. All sick, bonus, personal and vacation (paid-leave time) must be used first before any un-paid time may be utilized.

18.2. ACCUMULATION

- A) Employees hired before May 1, 1992. Sick leave days can be accumulative up to one-hundred twenty (120) days for retirement purposes. All accumulated time up to one-hundred twenty/ (120) days on retirement or death shall be paid in cash. Any employee separating from the City service for any reason other than retirement or death shall not be paid for unused sick leave. For purposes of this Section, retirement shall mean separation from the City with a one-hundred percent (100%) vested pension benefit (ten (10) or more years of credited service) and entitled to an immediate pension.
- B) Employees hired after May 1, 1992. Employees hired after May 1, 1992 shall not receive any pay-out of sick leave upon separation from the City service.

18.3. ADVANCED USE AND BONUS DAYS - No sick days shall be extended in advance. If an employee uses five (5) days or less sick leave in any one accrual period, July 1 to June 30, he/she shall be entitled to five (5) bonus days, not chargeable against his/her regular sick and/or vacation accrual, in the following year beginning July 1st.

18.4. REPORTING REQUIREMENT - Employees who are going to be off sick must report their illness within fifteen (15) minutes of their normal starting times.

18.5. PHYSICIAN'S CERTIFICATION - When absence is for more than three (3) days, the employee may at the Employer's discretion be required to file a physician's certificate.

18.6. PERSONAL LEAVE DAYS - The employee shall receive four (4) personal leave days a year not to be charged against sick time or vacation time.

18.7. SUPERVISOR APPROVAL - Personal leave days and bonus days must be taken in the year they are earned unless denied by the supervisor. If denied, the days shall be paid in cash to the employee.

18.8. Earned sick days, personal days and vacation days and bonus days may be used to offset employees' 20% health care contribution.

ARTICLE 19 **VACATIONS**

19.1. AMOUNT - Unit members are allowed annual vacations on the following schedule:

After one (1) year - Two (2) weeks vacation.

After five (5) years - Three (3) weeks vacation.
After ten (10) years - Four (4) weeks vacation.
After fifteen (15) years – Five (5) weeks vacation.

19.2. SCHEDULING - The vacation schedule is based on the fiscal year beginning July 1 of each fiscal year and vacation may be taken anytime during the fiscal year up to June 30 at the discretion of the Department Head and City Manager. Vacation days may be taken before the start of the fiscal year for unforeseen occasions upon the discretion of the Department Head. The Employer will pay the employee for his/her vacation at the end of the fiscal year if he/she has been denied his/her vacation for the benefit of the Employer however, such determinations shall be made in writing by the Department Head to the City Manager or by the City Manager at least thirty (30) days in advance.

19.3. ACCUMULATION - Vacations may be accumulated for two (2) years with a maximum of five (5) weeks to be taken at one time with the approval of supervision. Vacations shall be staggered on a seniority basis so as to maintain an adequate work force. Unused vacation shall be paid to the employee at the time of his/her separation from City employment. Vacation periods of more than two (2) consecutive weeks must be requested in writing and must receive the approval of the Department Head and/or City Manager. (Employees who have been with the Employer six (6) or more months may take one (1) week of their vacation in advance with the approval of the Department Head and/or City Manager).

19.4. Employees must use forty (40) hours per year as leave vacation time.

ARTICLE 20

LEAVE OF ABSENCE

20.1. MEDICAL LEAVE OF ABSENCE - Any employee may, upon presentation of a duly executed certificate from a medical doctor or osteopath, stating that the employee is unable to work for reasons of health be granted a leave of absence for a period of three (3) months from and after the granting of said request by the City Manager or his/her designee. Application for extension for an additional period of three (3) months may be made by the employee prior to the expiration of the original period of absence granted by the City Manager or his/her designee. Such application for extension shall be substantiated by medical certificate as in the original instance. The granting of leaves of absence for medical reason and extension thereof shall be in the discretion of the City Manager or his/her designee at all times considering a sense of fairness to the employee and to the preservation of feeling harmony between the employees and the Employer and the maintenance of continued service by the City to the citizenry.

20.2. PARENTAL LEAVE OF ABSENCE - Parental leaves of absence for employees may be granted for a period not in excess of one (1) year at the discretion of the City Manager.

20.3. APPLICABLE LAW - Employer will adhere to all state and federal regulations concerning maternity leave.

ARTICLE 21

WAIVER CLAUSE

21.1. WAIVER - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. It is further understood and agreed that this Agreement constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other Agreement, understanding, past practices and arrangements heretofore existing.

ARTICLE 22

MANAGEMENT RIGHTS

22.1. RIGHTS RETAINED - 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, and 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 remain vested in the City, including but without limiting the generality of the foregoing rights (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 service 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 subcontract 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 type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off 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 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 new or changed classification; (j) to determine lunch, rest periods and clean-up 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 personnel policies, 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.

22.2. RIGHTS NOT EXPRESSLY ABROGATED - 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 23

NO STRIKE

23.1. STRIKE PROHIBITION - The Union officers or staff will not cause or authorize or encourage its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown, in any plant or property of the Employer or any curtailment of work or restriction of production or interference with the operations of the Employer during the terms of this Agreement unless otherwise specified by law.

23.2. UNION RESPONSIBILITY - In the event of work stoppage, or other curtailment, the Union officers (Chapter Chairperson and/or Union Steward) shall within twenty-four (24) hours notify the involved employee to immediately cease the offending conduct and that they are in violation of the Agreement. Said notice shall be in writing with a copy to the Employer. In the event of failure of the Union officers to provide this notification, the same may be provided by the Employer.

23.3. RIGHT TO DISCIPLINE - The Employer shall have the right to discipline any employee who participates in or gives leadership to any activity prohibited by this section in disregard of notification provided for above, or to any officer of the Union, who fails to provide notification, as stated above.

23.4. LOCKOUT - No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 24

DISCHARGE AND DISCIPLINE

24.1. UNIFORMITY OF DISCIPLINE - It is the intent of the Employer to affect continuity in dispensing discipline.

24.2. RIGHT TO CONSULT UNION REPRESENTATIVE - In cases of any discipline the chapter chair and/or Union Steward will be released with pay to represent employees during discipline. If the employee does not want Union representation they have to decline in writing and provide a copy to the Union.

24.3. WRITTEN NOTIFICATION – The Employer will provide the Employee and Union the reasons for discharge or suspension in writing within a reasonable time. The Employees' copy will

be mailed to Employees' last known address on file.

24.4. GRIEVANCE PROCEDURE - In an instance of discharge or suspension, the grievance will be initiated at the third step of the grievance procedure. Oral and written reprimands or warnings shall not be subject to Step 4 (Arbitration) of the grievance procedure. In the appeal of a grievance concerning other than an oral or written reprimand or warning which is subject to arbitration, the arbitrator has no authority to conduct a hearing or take testimony on any oral or written reprimand or warning used in the disciplinary action that is the subject-of the arbitration. Neither party may present arguments on an oral or written reprimand or warning during the grievance or arbitration proceedings. However, the arbitrator may assign appropriate weight to the oral or written reprimand or warning. The entire written record concerning the oral or written reprimand shall be submitted to the arbitrator.

24.5. USE OF PAST RECORD - In imposing any discipline on a current charge, the Employer will not take into account any infractions which occurred more than twenty-four (24) months previous to the infraction. Further, upon request of the employee pursuant to the Bullard-Palwicki Act, the Employer agrees that materials relating to disciplinary action which are placed in the employee's personnel file shall be destroyed after two (2) years, providing that there have been no subsequent disciplinary actions.

ARTICLE 25

TIME OFF FOR OFFICERS

25.1. APPLICATION - The Employer will agree to give the Chapter Chairperson or designee permission to attend grievance meetings with the Department Head and the City Manager's Office without loss of pay. Further, the Union shall notify the City the name of the person designated as Chapter Chairperson.

ARTICLE 26

BULLETIN BOARD

26.1. EMPLOYER TO PROVIDE - The Employer agrees to provide a suitable bulletin board, for Union use only, to be located in an area easily accessible to Union members. The Union shall be responsible for maintenance of the board.

ARTICLE 27

DEFERRED COMPENSATION

27.1. PARTIES TO CONFER - The Employer and the Union agree to cooperate in a deferred compensation plan for bargaining unit members. It is specifically understood and agreed that the Employer shall not contribute to the deferred compensation program.

ARTICLE 28

TRANSFER AND PROMOTION

28.1. TRANSFER - A transfer shall be defined as the lateral movement of an employee from one position within the bargaining unit to another position carrying the identical rate of pay and having the same or substantially similar job duties. An employee must remain in the position for a period in excess of thirty (30) calendar days for the movement to constitute a transfer.

28.2. PROMOTION - A promotion shall be the upward movement of a bargaining unit employee from one position within the bargaining unit to another position within the bargaining unit having a greater rate of pay and greater duties and responsibilities.

28.3. ELIGIBILITY – When a vacancy occurs, being a promotion, lateral transfer or new position, the Human Resources Director or designee will post the vacant position in each department and on the Union bulletin board. A copy will be provided to the Chapter Chairperson. The vacancy will be posted for fourteen (14) calendar days. Bargaining unit employees will apply, in writing, to the Human Resources Director or designee for the posted position. In the event an employee will be on vacation, the employee will be responsible for completing a Request for Transfer and filing it with the Human Resources Department. This request will only be considered if any vacancies occur during the period the employee is on vacation. The employee will be responsible to complete a new request for each vacation period.

28.4. CITY MANAGER - The decision to transfer shall be made by the City Manager or his/her designee. In deciding to grant the transfer, the City Manager shall consider the following:

- a. seniority
- b. recommendation from current supervisor
- c. recommendation from proposed supervisor
- d. employee's attendance record
- e. ability to perform the available work
- f. performance evaluations

28.5. VACANCIES - The decision of the City Manager to transfer an employee shall be based on the foregoing criteria, and shall not be arbitrary or capricious and shall be subject to the grievance procedure. In the event that two members of the bargaining unit have requested a transfer to the same position, all things being equal, the more senior employee shall be granted the transfer.

28.6. PROBATION - A transferred employee shall have a probationary period in the new position of thirty (30) calendar days. During such probationary period, the employee can be returned to his/her former position either upon request or at the employee's request, without loss of seniority.

28.7. LIMITATION - No bargaining unit member shall be allowed to transfer more than twice during any four (4) year period. The period of time shall run from the date of the first transfer and for a period of four (4) consecutive years thereafter.

28.8. PROMOTION CRITERIA - The Employer shall consider the following criteria in filling all

vacancies and new positions:

- a. seniority
- b. job skills
- c. ability to perform available work
- d. work record

28.9 EMPLOYER RESPONSIBILITY - The Employer shall have the sole responsibility for the determination of qualifications and that determination shall be final and binding so long as it is not arbitrary and capricious.

28.10. ENTRY INTO BARGAINING UNIT - No employee of the City of Riverview or future employee, be they full-time or part-time will be allowed to enter the bargaining unit without compliance with all qualification procedures and criteria as established in the promotional policy set forth in Section 28.8.

28.11 NOTIFICATION- The Chapter Chair will be notified in writing of the bargaining unit members promotion and/or transfer.

ARTICLE 29

SPECIAL CONFERENCES

29.1. MEETINGS - Special conferences for important matters may be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall take place within ten (10) days of the date of the request. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of GELC or representatives of the International Union.

ARTICLE 30

WAGES

The steps listed in this schedule are in 12-month increments.

Year	<u>Hire Date</u>	<u>1st Year Anniv.</u>	<u>2nd Year Anniv.</u>	<u>3rd Year Anniv.</u>
01/01/2020 – 12/31/2020	\$17.96	\$19.28	\$22.34	\$22.95
01/01/2021 – 12/31/2021	\$18.50	\$19.86	\$23.01	\$23.64
01/01/2022 – 12/31/2022	\$19.05	\$20.45	\$23.70	\$24.35
01/01/2023 – 12/31/2023	\$19.43	\$20.86	\$24.17	\$24.83
01/01/2024 – 12/31/2024	\$19.82	\$21.28	\$24.66	\$25.33

ARTICLE 31
STEP-UP PAY

THIS ARTICLE IS NOT IN EFFECT FOR THE 2020-2024 AGREEMENT

31.1. STEP-UP PAY - Step-up pay shall be paid in accordance with the following after two (2) work days:

A) Working in a Higher Classification, if the employee is working in a higher classification within the bargaining unit, then he/she will step-up to the next highest step within the higher classification and be paid that rate for the hours worked. If the employee is at the maximum step (Step D) within his/her classification, then he/she will be paid at the maximum step (Step D) of the higher classification.

31.2. WAIVER OF WAITING PERIOD - If there is a break in the step- up of five (5) or less work days, then the two (2) work day waiting period will be waived. The definition of "work day" shall not include Saturdays or Sundays nor paid days off, i.e. holidays, vacation days, personal days, bonus days, sick days, etc.

ARTICLE 32
LAYOFF AND RECALL

The intent of this Article is to provide an efficient and workable method of reducing the Unit when the occasion demands. The Employer 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 Article. Should it become necessary for a layoff, the following procedure will govern:

- A. A list of employees to be laid off will be posted for thirty (30) calendar days prior to layoff
- B. Probationary employees will be laid off first
- C. Seniority employees will be laid off in reverse order or seniority, least seniority first
- D. In the event of improper layoff or failure to recall an employee in accordance with their seniority rights, the Employer shall compensate the employee for all back wages, subject to mitigation and all fringe benefits to the extent of the cost of such benefits due the employee.
- E. The word "layoff" is defined as a reduction in working force.
- F. No employee in the bargaining unit will be laid off or lose time or pay as the result of any movement of non-bargaining unit employees in the bargaining unit covered by this agreement.'
- G. An employee on layoff shall be continued on the seniority list for a period equal to his/her seniority at the time of layoff or 18 months which ever is less.

When the working force is increased after a layoff, employees will be recalled according to seniority, senior employee first. Employees may be contacted in person or by phone. However, a notice of recall shall be sent to the employee at their last known address by registered or certified mail. A copy is to be sent to the Union Chapter Chairperson at the same time.

ARTICLE 33
TERMINATION AND MODIFICATION

33.1. NEGOTIATIONS - Negotiations shall commence ninety (90) days prior to the expiration of this Agreement. The Union negotiating team shall consist of not more than two (2) members of the unit plus one (1) representative from GELC.

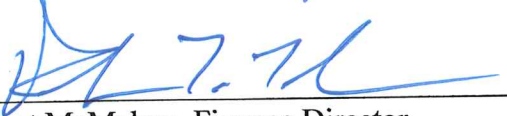
33.2 TERMINATION AND MODIFICATION - This Agreement shall automatically terminate at 11:59 P.M. on December 31, 2024. Both parties may agree by notifying the others in writing, that each desires to revise or modify this Agreement. In the event that such notices are given, negotiations shall begin not later than sixty (60) days prior to the above termination date.

IN WITNESS WHEREOF, we have placed our hand and seal this 28th day of May, 2020, in the City of Riverview, Wayne County, Michigan.

CITY OF RIVERVIEW:



Andrew Swift, Mayor



Robert McMahon, Finance Director



Carol Mayerich, Human Resources Director

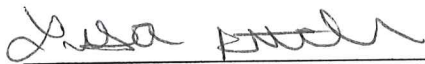
**GOVERNMENT EMPLOYEES
LABOR COUNCIL:**



Chet Kulesza, Business Agent G.E.L.C.



Donna Mitchell, GELC Representative



Lisa Ritch, GELC Representative