

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF RIVERVIEW AND

POLICE OFFICERS LABOR COUNCIL

REPRESENTING

THE POLICE PATROL OFFICERS OF

RIVERVIEW

JULY 1, 2022

TO

JUNE 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into between the City of Riverview, a municipal corporation (hereinafter referred to as the "City"), and the Police Officers Labor Council, (hereinafter referred to as the "Union") representing the Police Officers of Riverview.

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

GENERAL

Section G.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 G.2 Copies

Copies of this Agreement shall be distributed by the City, at the City's expense, to each member, and one master copy to 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, and other matters into a formal Agreement; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public police service; and to provide an orderly and equitable means of resolving future differences between the parties. It is not the intent of this Agreement to subcontract the duties of patrol officer to any police agency which would reduce the work force below the July 1, 1976, patrol officer manpower level.

ARTICLE 2

COVERAGE

This Agreement shall apply to all officers classified as patrol officers by the City of Riverview but shall exclude all supervisors, lieutenants, sergeants, office clericals, and all other employees of the City.

ARTICLE 3
RECOGNITION OF UNION

The City recognizes the Union as the sole and exclusive bargaining representative of the unit of the Police Department as set forth in Article 2.

ARTICLE 4
DUES DEDUCTION

Section 4.1 Membership

Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

Section 4.2 Dues Deduction

The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.

Section 4.3 Termination/Indemnification.

Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he or she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the City from the Union. Unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the City from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his or her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4.4 Collection

The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that said form shall be executed by the employee.

The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and to the Union.

Section 4.5 Certification

All Union membership dues and service fees will be authorized, levied and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his or her agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 667 E. Big Beaver Road, Suite 205, Troy, Michigan, 48083-1413.

Section 4.6 Hold Harmless

The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE 5
BARGAINING ACTIVITIES

Section 5.1 Rights

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

Section 5.2 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 5.3 Negotiations

A) The Union shall be represented in all negotiations by a committee of the Union. Said committee shall be authorized by the Union to bargain for the individuals in the Union and shall, upon ratification and subsequent signing of the Agreement, be able to execute agreements binding on the members of the Union and act in dealings with the City, provided a majority of the members of the Union ratify said agreement. The Union shall negotiate with such representatives of the City government as provided by resolution, ordinance or policy of the City of Riverview.

The bargaining committee of the Union will include not more than three (3) employees and may include not more than two (2) non-employee representatives. The Union will furnish the City Manager's Office with a written list of the Union's employees bargaining committee prior to the first bargaining meeting.

B) Two City employee members of the Union Bargaining Committee will be paid for their time spent in negotiations with the City, but only for straight time hours the employee would otherwise work. Negotiations shall include attendance at mediation and compulsory arbitration sessions.

Section 5.4 Bulletin Board

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

Section 5.5 No Strike Provision

The Union shall not sanction, encourage or participate in any strike, slow down or in any manner condone any deviation from the normal professional standards of this Police Department.

Section 5.6 Meeting Space

Upon oral request to the Chief or his or her designee, a meeting room, if available, will be provided to the Union.

ARTICLE 6

OTHER AGREEMENTS AND ORGANIZATIONS

Section 6.1 Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof, except as provided in Act 379, Public Acts of 1965, as amended, and unless the Union is notified in writing.

Section 6.2 Other Organizations

Unit members may belong to other organizations but not as a condition of employment with the City, nor may such other organizations represent any unit member with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 7

HOURS OF EMPLOYMENT, OVERTIME AND STEP-UP PAY

Section 7.1 Weekly Schedule

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 for (4) weeks. Officers shall receive four (4) hours of compensatory time at a rate of 1 1/2 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.

In order to accommodate the additional 4 hour per pay period, employees will receive 3 hours of pay at straight time and 3 hours of compensatory time per pay period.

Section 7.2 Shifts

All shifts shall be twelve (12) straight hours and not split.

Section 7.3 Time and One-Half

Any time worked in excess of twelve (12) hours per shift, or any scheduled off shift, shall be compensated at the rate of time and one-half (1-1/2).

Section 7.4 Trades

Subject to departmental manpower requirements, unit members shall be permitted to voluntarily trade work or leave days or shifts with the permission of the Chief of Police or his or her designee.

Section 7.5 Step-up Pay

A bargaining unit member assigned to the classification of Sergeant 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 7.6 Hours Off Between Shifts

There shall be twelve (12) hours off between shifts with the exception when an officer is changed from one platoon to another, then an eight- (8) hour break between shifts is required.

Section 7.7 Compensatory Time

A) When an employee works overtime, he/she may request compensable time equivalent to the number of overtime hours worked times 1.5. The employee Comp. Time bank shall be capped at Four Hundred 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 officers are requesting to be paid out for remaining comp time hours, they must provide the City with a minimum 2 week notice for payroll processing purposes.

B) The Chief or his/her 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, (i.e. 1100 hrs to 1400 hrs).

C) When a bargaining unit member acts as a Field Training Officer (FTO), he or she shall receive three (3) hours straight time or comp time while working on the F.T.O. assignment. Payment will only occur if the FTO works for a minimum four hour period with the new trainee.

D) Comp time shall be limited to eight (8) hours per month for probationary employees only. In addition, no trades will be allowed while an officer is on probation.

E) Earned compensatory time may be used to offset employees' 20% health care contribution.

ARTICLE 8

WAGES, LONGEVITY, GUN ALLOWANCE AND LUNCH PERIOD

Section 8.1 General

The following wage schedule shall be in effect for patrol officers as shown for the term of this Agreement:

<u>Effective July 1, 2022 to June 30, 2023</u>			
<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
\$23.42	\$27.17	\$30.95	\$34.74
<u>Effective July 1, 2023 to June 30, 2024</u>			
<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
\$24.12	\$27.99	\$31.88	\$35.78
<u>Effective July 1, 2024 to June 30, 2025</u>			
<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
\$24.84	\$28.83	\$32.84	\$36.85
<u>Effective July 1, 2025 to June 30, 2026</u>			
<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
\$25.59	\$29.69	\$33.83	\$37.96

B) The hourly rate of pay is determined herein by the division of the annual salary by two thousand eighty-eight (2,088) hours.

Section 8.2 Longevity - In addition to the salary set forth above, unit members shall receive longevity pay as follows:

A) Upon attainment of five (5) years of departmental service, the employee shall receive fifty dollars (\$50.00).

B) For each additional year of service, an additional fifty dollars (\$50.00) to a maximum of one thousand dollars (\$1,000.00) payable each year until retirement or termination of service. Unit members 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 unit member became eligible and the first pay period after the anniversary date each year thereafter.

Section 8.3 Lunch Period

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

Section 8.4 Deferred Compensation

The parties mutually agree to maintain a program by which employees may voluntarily elect to defer the 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.

Section 8.5 Gun Allowance

Employees covered by this agreement shall receive a four hundred (\$400.00) dollar Gun Allowance annually beginning December 1, 2005 retroactively and to be paid annually during the first pay period in December thereafter.

This provision shall be paid in 26 equal installments in the employees bi-weekly pay check; i.e. $\$400 / 26 \text{ pays} = \15.38 per pay .

Section 8.6: Lateral Patrol Officer Transfer

Any police officer who currently works in another community located within the State of Michigan, who is in good standing with that community, has all the required officer certifications, and is otherwise competent to serve as a police officer shall be offered the following incentives to join the City of Riverview Police Department: A lateral transfer candidate shall transfer directly into the established wage scale as set forth in the parties' current Collective Bargaining Agreement based on the number of prior years of experience not exceeding (4) four years, as defined below. For example, if a lateral transfer has two (2) years of prior police officer experience, he or she would be offered a starting salary at Year 3 on the CBA's wage schedule.

8.7: A "year of service," in terms of qualifying for the benefit as described in section 8.6, above, shall be defined as a minimum of 2,080 hours worked as a police officer.

8.8: Any lateral transfer candidate, prior to being hired shall be obligated to successfully complete all currently required pre-employment testing and evaluations, oral board interview, background check, as well as a physical examination/drug screen.

8.9: Any lateral transfer who is ultimately hired by the City shall be considered a new hire and subject to field training and a probationary period as stated in section 18.4 of the parties' current Collective Bargaining Agreement. Any later transfer hired shall also be considered a new hire in terms of either Department or City-wide seniority. Any years of service that a lateral transfer obtained in another community shall not count towards City seniority once a lateral transfer becomes a police officer with the City.

8.10: Any lateral transfer's prior years of service in another community shall not count towards eligibility for longevity pay, nor have any impact on offered pension or other retirement benefits. Additionally, lateral transfers shall not be entitled to purchase any prior years of service with another police department.

8.11: Any lateral transfer's years of service in another community shall not negate the required service time for promotional testing and other related opportunities.

ARTICLE 9
SHIFT SCHEDULING, SHIFT BONUS PAY AND ON-CALL PAY

Section 9.1 Shift Scheduling

A) Shifts for the uniform division shall be scheduled in accordance with prevailing Michigan time as listed below:

- 1) Day Shift: Any shift beginning between the hours of 7:00 a.m. and 7:00 p.m. shall be defined as the Day Shift.
- 2) Afternoon Shift: Any shift beginning between the hours of 12:00 p.m. and 6:59 p.m. shall be defined as the Afternoon Shift.

3) Night Shift: Any shift beginning between the hours of 7:00 p.m. and 7:00 a.m. shall be defined as the Night Shift.

B) The City may establish additional shifts. Bargaining unit member working shifts beginning between the hours of afternoon and midnight shall be eligible for bonus pay as defined below.

Section 9.2 Shift Bonus Pay

A) Bargaining unit members rotating shifts shall be eligible for shift bonus pay consisting of an annual payment.

Day Shift	\$304.00
Night Shift	\$913.00
DEA / DRANO	\$870.00

Payments shall be in annual installments payable the first pay period of December.

B) Officers assigned to work a steady shift which falls between the hours of afternoons and midnights, as defined, for at least ten (10) months during a period, shall be eligible for bonus pay for that period.

C) Officers assigned to steady shifts between the hours of afternoons and midnights for less than ten (10) months in a period shall be paid proportionately for each month worked, but not for less than one (1) month. 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 (1/2) month shall not be counted toward shift bonus pay.

Section 9.3 On-Call Pay Schedule for Detective Bureau and Traffic Officer(s).

All On-Call pay is post paid July 1st for the previous Fiscal year.

Detective Bureau

Post Paid July 1 for prior July Fiscal Year \$500.00

Traffic

Post Paid July 1 for prior July Fiscal Year \$250.00

Officer(s) benefit will be prorated for Traffic and Detective bureau receiving this on-call payment. The chief, or his/her designee, has the option to assign, or eliminate the assignment, of carrying a cell phone,

pager, or beeper at any time, for the Traffic Officer(s) or Detective(s). Under no circumstances will the City pay more than \$500.00 to any one detective or \$250.00 to any one traffic officer in a fiscal year.

Section 9.4 Detective Bureau Premium

Patrol Officers working in the Detective Bureau will receive an hourly wage premium of \$0.68 per hour in addition to their base wage.

ARTICLE 10
VACATIONS AND PERSONAL LEAVE

Section 10.1 Eligibility and Amounts

A) The anniversary date of service, for purposes of this Article, shall be measured by reference to the original date of appointment within the Police Department.

B) Vacation schedules shall be completed and posted by May 1st for the summer furlough period and by November 1st for the winter furlough period each year. The selection for vacation will be governed as follows:

1) The Chief of Police or his representative shall post an order by April 1st and October 1st of each year stating when unit members shall be called in for vacation selection.

2) If choices are not ready when contacted, that unit member's choice will be forfeited.

3) Seniority in rank will prevail on first choice until all until members have been contacted, then with second, third and fourth choices.

4) No more than 280 consecutive vacation hours can be taken at a time, unless otherwise agreed to by the Chief of Police or his or her designee.

5) There shall be one (1) unit member per platoon allowed to be on vacation at a time. If an emergency arises, vacations may be canceled and re-scheduled. At the Chief's discretion, vacation days can be taken in increments of less than 56 hours.

6) After vacations are listed, they may not be changed without consent of the Chief of Police.

Section 10.2

Effective July 1, 1998, all vacation time must be taken or it will be lost. One-half (1/2) of each employee's annual vacation time, 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. It is the responsibility of each employee to schedule his vacation far enough in advance and with proper prior approval to ensure that the time is not lost.

An employee may bank up to 60 vacation hours; such time may only be used with the permission of the Police Chief, or his designee. It is understood that such permission will not be granted if the use of the vacation time would interfere with departmental operations or if it would cause overtime.

If an employee's vacation is approved and then canceled by the City, or if the employee is unable to use his/her vacation because of illness or injury, or during funeral leave, the employee will be allowed to carry over such vacation for a reasonable length of time sufficient to enable him/her to use it.

Vacation Time shall be posted on July 1st of each fiscal year for the amount of time which will be earned during that fiscal year.

The amount of vacation time awarded for the following years of service shall be as follows:

- **6 months through 12 months of service _____ 56 hours**
- **13 months through 48 months of service _____ 112 hours**
- **49 months through 119 months of service _____ 168 hours**
- **120 months of service or more 224 hours**

Employees with less than 6 months of service are not entitled to vacation.

i.e.: (1) An employee hired on May 1, 2010 would have no vacation until November 1, 2010. On November 1, 2010 he would receive 56 hours vacation. On July 1, 2011 he would receive 112 hours vacation.

(2) An employee hired on August 1, 2010 would have no vacation until February 1, 2011. On February 1, 2011 he would receive 56 hours vacation. On July 1, 2011 he would receive 112 hours.

(3) An employee hired on January 1, 2010 would have no vacation until July 1, 2010. On July 1r 2010 he would receive 56 hours vacation. On January 1, 2011 he would receive an additional 56 hours.

Section 10.3 Personal Leave

A) Bargaining unit members who are not assigned to a 12 hour shift shall be granted 48 hours personal leave per fiscal year. Bargaining unit members

who are assigned to a 12 hour shift shall be granted 72 hours leave per fiscal year. Personal leave days may be taken provided no overtime within a shift is created. There shall be no carry over of personal leave days from year to year unless such leave days are refused by the Chief of Police, who in his or her discretion may assign unused days in June. Any days carried forward must be taken by the following January 1st. Personal time must be taken as a full work day.

B) A unit member requesting a personal leave day seventy-two (72) hours in advance shall not be denied if the day does not create overtime.

C) Personal leave days may be taken in conjunction with vacation or bonus days subject to the overtime provisions and providing that such request would not preclude another unit member from scheduling a full week's vacation.

D) Exceptions may be granted in the event of a bona fide emergency.

Section 10.4 Earned Vacation Days

Earned vacation days and personal days, with the exception of forty (40) hours vacation time may be used to offset Patrol Officers 20% healthcare contributions.

ARTICLE II **SICK LEAVE, BONUS DAYS AND FUNERAL LEAVE**

Section 11.1 Accumulation of Sick Leave Credits

For purposes of this Section, "Sick Leave Day" shall mean a scheduled work day. Each unit member who has completed his or her probationary period, shall acquire twelve (12) hours of sick leave credit for each month of service rendered, not exceeding an aggregate of one hundred and forty-four (144) hours per calendar year, to an unlimited accumulation for non-work connected illness. Probationary employees who have completed the first six (6) months of their probationary period shall be eligible to begin accruing sick leave credits for the remaining six (6) months of their probationary period.

Section 11.2 Charges Against Credits and Evidence of Illness

A) Charges against credits shall apply as follows:

A unit member shall be entitled to charge accumulated sick leave credits for illness. The unit member shall, to the extent possible, inform the Chief of Police of such illness. "Sick Leave" shall be defined as a non-work or non-duty connected illness or injury which disables the unit member from performing his or her duties within the Riverview Police Department. When a 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, or Chief or designate, and a doctor's certificate shall be required from

the employee after the third (3rd) continuous day's absence.

B) The City reserves the right to conduct reasonable investigations regarding an employee's use of sick time. If an employee is found to be abusing sick time, the City may require medical verification of illness by sending said employee to a physician of the City's choice at the City's expense.

C) If an employee exhausts his or her accumulated sick leave and is still unable to work and has not been granted an unpaid leave of absence per Section 24.2, the employee will be considered as absent without leave and may be disciplined up to and including discharge.

D) Earned sick days may be used to offset employees' 20% health care contribution to a maximum of ninety-six (96) hours per year.

Section 11.3 Bonus Time

A)

1) Non-Use of Sick Days If an employee uses five (5) or less sick days in any one period between July 1 and June 30, he or she shall be entitled to forty-eight (48) hours of bonus time not chargeable against his or her regular sick or vacation accrual, to be used in the following fiscal year beginning July 1st.

2) 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.

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

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

Section 11.4 Funeral Leave

A) A unit member shall be allotted three (3) working days with pay for funeral for an immediate member of his or her family. 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 or grandparent-in-law, grandchild, brother-in-law and sister-in-law.

B) Funeral leave as prescribed herein shall not be deducted from the sick or personal leave days. Additional days may be granted but they are to be charged against any vacation, personal, bonus, or sick leave. If a death in the immediate family occurs during an employee's vacation, he or she shall receive three (3) days' pay in addition to his or her vacation pay or an additional three (3) days of vacation with pay at his or her option. If a death occurs on a unit member's scheduled day off, the off day shall not be considered as part of the three (3) days funeral leave.

C) Upon request of the Chief or his or her designee, verification of death must be submitted to be eligible for funeral leave.

ARTICLE 12
JOB RELATED INJURIES

Section 12.1 Continued Accumulation for On-the-Job Injury Until final determination of permanent disability or permanent partial disability entitling the unit member to worker's compensation benefits as are hereinafter provided, such unit member shall continue to accumulate sick leave credit pursuant to the provisions of this Article.

Section 12.2 Physical Incapacitation

A) If a unit member becomes incapacitated as a result of his or her duties and if the examining physicians agree that the member is unable to perform the duties of his or her 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 a unit member in a vacancy within the City, so long as the unit member is qualified to fill the vacancy. Further, the unit member has the option of accepting or rejecting a job vacancy that may be offered to him or her. In any case, the rate of pay of such assigned unit member shall be the same as the new job classification to which he or she is assigned.

B) If the unit member is not able to perform his or her duties as a police officer and he or she does not fill the vacancy within the City, he or she shall be retired in accordance with the retirement ordinance. The methodology employed to retire a police officer must be replicated in

order for the officer to return to duty.

Section 12.3 Duty Connected Injury (Worker's Compensation)

A) A bargaining unit member shall receive his or her 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.

B) 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, "irregular salary" shall be construed to include the employee's base wage rate, longevity pay, health insurance, life insurance, dental insurance, optical insurance, and holiday pay, but shall exclude uniform allowance, cleaning allowance, shift bonus pay, and all other benefits.

C) Following completion of the six (6) 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 (6) month period.

ARTICLE 13

LIFE INSURANCE AND HOSPITALIZATION

Section 13.1 Life Insurance

A) The City shall provide each unit member forty thousand dollars (\$40,000.00) of group term life insurance, with the City paying the full cost thereof.

B) The City shall provide and pay the full cost of two thousand dollars (\$2,000.00) of group term life insurance for all retired unit members.

Section 13.2 Policies

All unit members represented under this Agreement shall receive copies of policies for amounts specified in Agreement or riders.

Section 13.3 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 13.4 Dental Insurance

B) Employees covered by this Agreement shall continue to be covered by the current dental insurance plan of the City with Coalition of Public Safety Employees (COPS) Plan D or a plan with equal coverage under a different carrier. See Schedule B attached for a Summary of Benefits.

C) Bargaining unit members retiring 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 13.5 Optical Insurance

The City will provide bargaining unit members with United Healthcare Vision optical insurance (described in Schedule C). The City shall have the option of providing coverage through a different insurance carrier which is equal to or better than the insurance coverage currently provided.

Section 13.6 Hospitalization - Active Employees

This Section shall cover the spouse and children of deceased unit members until such time as the spouse remarries.

The City shall provide and pay the full cost of hospitalization insurance, to include all deductibles, for all bargaining unit members, their spouses and eligible dependents, and upon leaving the City service through retirement or death for employees hired prior to July 2013.

Coalition of Public Safety Employees Health Trust (COPS) Plan E (currently \$1,200.00 / \$2,400.00 deductible) with prescription drugs imbedded without co-pay after deductible is met. See Schedule A attached for a Summary of Benefits.

Health insurance benefits are to be effective the first of the month following date of hire. EXAMPLE: Employee is hired on March 29, 2014, health benefits would be effective April 1, 2014.

Duplicate Health Care Coverage & Insurance Opt Out.

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 One Thousand Six Hundred (\$1,600) Dollars per year for the life of the contract. If the employee opts out of health care there will be no duplicate vision coverage.

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.

In the event, 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 reinstatement 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 through the

grievance procedure. 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.

13.7 Health Insurance - Retirees Hired Prior to July 1, 2013

Effective with the execution of this agreement, for prospective retirees hired prior to July 1, 2013, and prior to becoming eligible for Medicare.

This Section shall cover the spouse and children of deceased unit members until such time as the spouse remarries. (repeated from 13.6)

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

A) The City shall provide and pay the full cost of hospitalization insurance, to include all deductibles, for all bargaining unit members, their spouses and eligible dependents, and upon leaving the City service through retirement or death.

- Coalition of Public Safety Employees Health Trust (COPS) Plan E (currently \$1,200.00 / \$2,400.00 deductible) with prescription drugs imbedded without co-pay after deductible is met.

B) This Section shall cover the spouse and eligible dependents of the deceased employee until such time as the spouse remarries.

C) Upon retirement, the city shall have the option of providing coverage through another primary or reinsurance carrier which is equal to or better than the insurance required by this section.

D) Retirees who Qualify for Medicare

Bargaining unit member must upon attaining eligibility for the Federal Medicare Program apply for parts A and B. Retired bargaining unit members are responsible for Medicare B Premiums and all future associated costs with the Federal Medicare Program. The City shall provide Humana Medicare Advantage Private Fee For Service Health Insurance with benefits which do not diminish those benefits the members had prior to becoming eligible for

Medicare.

Benefit Offset for Retirees

A retired bargaining unit member shall abide by the City's duplicate health care policy.

A) 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 ~~Section 13.3~~ of this Agreement.

B) Retirees will respond to the City Manager's Office 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.

C) 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 retirants will be by certified.

13.8 Health Insurance - Retirees Hired On or Subsequent to July 1, 2013

Employees hired on or after July 1, 2013 shall be entitled to receive a Retiree Health Savings Plan (RHS). The city and participant will contribute three percent (3%) base wages in pretax dollars to each participant's retiree health savings plan account. The vesting schedule for the city's contribution will be 50% after five years of service and 100% after 10 years of service. However, the city's contribution will be fully vested at age 55 regardless of years of service. This tax-exempt retirement health savings plan replaces the traditional employer-paid health and prescription coverage offered to employees hired prior to July 1, 2013.

Employees hired on or after July 1, 2013 who qualify for a duty disability will be provided with health benefits equal to the health benefits the duty-disabled employee would be entitled to notwithstanding the duty disability until such employee reaches the age of 55. The City shall continue to fund the duty-disabled employee's Retiree Health Savings account at a rate of 2.5% of the employee's base wages as of the date of disability until such employee reaches the age of 55. For non-duty-disability employees, the employee will be entitled to the benefits earned to the date such person is no longer an employee of the City.

ARTICLE 14
UNIFORM ALLOWANCE

Section 14.1 Uniform Allowance

The City shall pay each unit member covered by this Agreement a uniform allowance, payable at the first pay period in July. This allowance is to be construed as being paid for the previous year. The amount of this allowance shall be eight hundred (\$800.00) dollars.

This provision shall be paid in 26 equal installments in the employees bi weekly pay check, i.e. $\$800 / 26 \text{ pays} = \30.77 per pay.

Section 14.2 Cleaning Allowance

The City shall, in addition, pay each unit member covered by this Agreement, a cleaning allowance, payable in the first pay period in July. This allowance is to be construed as being paid for the previous year. The amount of this allowance shall be eight hundred (\$800.00) dollars

This provision shall be paid in 26 equal installments in the employees bi weekly pay check, i.e. $\$800 / 26 \text{ pays} = \30.77 per pay.

Section 14.3 Proration

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 first year.

Section 14.4 Plain Clothes

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 members shall have and maintain in good order the regular uniform as specified by the Police Department.

ARTICLE 15
CALL-IN TIME AND MINIMUM HOURS

Section 15.1 Minimum

Unit members called back after they have completed their work day and who have departed, or are called back on a normal day off, shall be paid for all such work at the rate of time and one-half and they shall receive a minimum of four (4) hours pay at time and one-half (except when called in preceding a regularly scheduled shift. In such event unit members shall be paid time and one-half for actual hours worked). The 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 such unit member had refused such notification and overtime. Notification, for purposes of this Section, shall be verbal.

Section 15.2 Shift Change

Unit members scheduled for work for their regularly scheduled tour of duty who are sent home or notified to report back to work for another scheduled tour of duty shall receive a minimum of four (4) hours pay provided that an eight (8) hour prior notice was not afforded him or her that the change was forthcoming.

ARTICLE 16
HOLIDAYS AND HOLIDAY PAY

Section 16.1 Days and Rate

Holidays with pay at regular rate shall be:

- | | |
|--------------------------|---|
| 1) New Year's Day | 8) Thanksgiving Day |
| 2) Washington's Birthday | 9) Christmas Eve Day |
| 3) Lincoln's Birthday | 10) Christmas Day |
| 4) Memorial Day | 11) New Year's Eve Day |
| 5) Good Friday | 12) Columbus Day |
| 6) Independence Day | 13) Martin Luther King/
3 rd Monday in Jan. |
| 7) Labor Day | |

This provision shall be paid in 26 equal installments in the employees bi-weekly pay check, i.e. 13 holidays x 8 hours x \$27.40 per hour (or current hourly rate of pay) / 26 weekly pays = 109.60 per pay.

Section 16.2 Rate of Leave and Vacation

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

Section 16.3 Overtime Rate

Should any of the above days fall on a unit member's regular workday, the unit member working shall be compensated at time and one-half (1-1/2) in addition to regular day's pay.

Section 16.4 Call-in Rate

Should any unit member be called into work on any holiday listed above, he or she shall be paid, in addition to his or her holiday pay, at the rate of time and one-half (1-1/2).

ARTICLE 17
COURT TIME

Section 17.1 Rate and Minimum Hours

A unit member subpoenaed or scheduled to any out-of-town court or administrative agency shall receive straight time pay during their regularly scheduled hours of work. If subpoenaed or scheduled to appear during hours in which they would normally be off, they will be compensated at the rate of time and one half (1-1/2), with a two (2) hour minimum. This pertains only to their duties as a police officer.

Section 17.2 Expenses

Transportation, meals and other expenses approved by the Chief of Police or his or her designee, shall be reimbursed to the unit member by the City. In the event that transportation is not available, the City shall pay mileage allowance at the rate in effect at the time pursuant to IRS rules, to members of the bargaining unit. Meals shall be paid at ten dollars (\$10.00) per day. Officers must furnish a receipt to obtain reimbursement.

Section 17.3 Minimum Hours

A) Officers scheduled or subpoenaed to appear in District Court shall receive a minimum of two (2) hours pay at time and one-half (1-1/2).

B) Officers scheduled or subpoenaed to appear in Circuit Court, shall receive a minimum of four (4) hours pay at time and one-half (1-1/2).

Section 17.4 Court Time Contiguous to Shift

However, and notwithstanding the foregoing provisions, a bargaining unit member required to attend court at a time contiguous with the end or commencement of his or her respective shift, shall receive regular overtime compensation rather than the call-in stipend.

ARTICLE 18
SENIORITY AND PROBATION

Section 18.1 Seniority Date

The continuous seniority date of a unit member shall be the date upon which the unit member commenced work within the Department. Effective July 1, 1979, for two (2) or more employees hired on the same date, seniority dates shall be determined on the basis of aggregate test scores.

Section 18.2 Seniority List

The seniority list for the Police Department shall be posted once a year. Such list shall be posted on the Union bulletin board. Unit members listed on the seniority lists 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 name on the seniority board.

Section 18.3 Unit Members Transferred Out of the Police Department

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

B) A unit member assigned out of the Police Department to fill a temporary vacancy (not to exceed three (3) months) will continue to accumulate seniority, and when returned to the Police Department will be returned to the job he or she held at the time of assignment.

Section 18.4 Probationary Employees

A) New employees and those hired after a break in continuity of service shall be regarded as probationary employees for the first year of their employment. During this period of probationary employment, such employee may be laid off or discharged as exclusively determined by the City.

B) Probationary employees continued in the service of the City for more than one (1) year shall receive full continuous service, and seniority as provided in Section 18.1 of this Article.

C) Probationary employees can earn and take sick days after six (6) months from date of employment. Such employees are entitled to bonus days if they were on active payroll for a complete fiscal year, July 1 through June 30.

- D) Cleaning allowance only will be prorated for the probationary employee.
- F) All probationary employees are entitled to all other benefits of this Agreement unless otherwise specified.
- G) A probationary employee shall be given a fair hearing before discharge.
- H) New hires shall be issued uniforms up to the maximum level as provided in Department Rules and Regulations, Section 315, or as amended. Any amendment to Section 315 shall be discussed with the Union.

Section 18.5 Reduction and Restoration of Unit Members

A) The intent of this Section is to provide an efficient and workable method of reducing the Department when occasion demands. The City shall meet with the proper Union representatives as far in advance as possible to work out the details of any reduction of unit members pursuant to the following:

- 1) In all cases of layoff known to the City, the City will, as soon as practicable, follow the seniority provisions of this Agreement.
- 2) 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; the City shall determine the number of unit members with the least departmental seniority to be released from the Department and shall then lay off from the unit members last hired in the Department.
- 3) When recalling unit members, all recalls shall be in order of seniority.

Section 18.6 Compensation For Improper Layoff or Recall In the event of improper layoff or failure to recall a unit member in accordance with his or her seniority rights, the City shall compensate the unit member for all back wages and benefits due.

Section 18.7 Continuous Service Break

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

- A) Quits voluntarily;
- B) Is discharged for proper cause and not reinstated; or
- C) Fails, after a layoff or recall, to report within ten (10) working days after delivery of a Notice to Report delivered to his or her last

address appearing on his or her employment record.

Section 18.8 Seniority Advancement

Any bargaining unit member who is suspended or on an unpaid leave of absence for a period of thirty (30) days or more shall have his or her seniority date advanced by an equivalent number of days.

ARTICLE 19
OVERTIME DISTRIBUTION

Section 19.1

The overtime distribution shall be in accordance with the written departmental policy dated January 7, 1986. Any rejection of overtime shall result in a red "8" in accordance with said policy.

Section 19.2

The School Liaison Officer will be considered as a uniformed position whose overtime will be separate from the general overtime distribution for patrol officers; however, the School Liaison Officer will enter the regular distribution when not assigned to school liaison in the Summer or other periods of time of seven (7) days or longer and will then go on the list with the average amount of overtime of those on the list.

Section 19.3 Overtime in connection with sick time or leave without pay.

If a Patrol Officer has no sick and vacation and personal leave time whatsoever and calls off during a payroll pay period said Patrol Officer will be placed at the bottom of the overtime board for all overtime purposes for the balance of the pay period. At the discretion and approval or order of the Police Chief or Deputy Police Chief or their designee, said employee would only be able to work overtime for that single pay period.

The above provision shall not apply to an employee who may have, or an immediate family member who may be suffering a catastrophic or debilitating illness. Immediate family member shall be defined as the spouse and children only.

Section 19.4 Call Out Procedures - Overtime

If a unit member is called for overtime and there is no personal contact with the unit member (i.e. no answer, answering 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 unit member has been called and the member did not respond to the call in but subsequently calls in and requests the overtime assignment, overtime shall be given to said employee if the overtime assignment has not already been assigned. The unit member will not be charged with an additional eight (8) hours.

ARTICLE 20
SAFETY

Section 20.1 Safety Objectives

The City and 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 20.2 Unsafe or Unhealthy Conditions

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question, and that an employee who believes that he or she is being so required shall have the right to file a grievance under the steps set forth in this Agreement. Such grievance shall be submitted to the Chief of Police and/or City Manager, and given preferred attention immediately and, if necessary, to the third step in the grievance procedure.

Section 20.3 Drug Testing Policy

The drug testing policy of the Department is attached as Appendix A.

ARTICLE 21
PHYSICAL EXAMINATION

At the City's expense, physical re-examination of any unit member may be required at any time it is deemed advisable for the sole purpose of maintaining a standard of physical capabilities for the officers charged with the enforcement of routine duties, but not less than once each year. A copy of the report of examination will be forwarded to the unit member.

ARTICLE 22
MANPOWER, EQUIPMENT, AMMUNITION AND WEAPONS

Section 22.1 Manpower

A) The City shall retain the authority and right to determine the number of unit members to be assigned to a shift, providing that there will be a minimum of two (2) officers from this bargaining unit on duty between the hours of sunset and sunrise, and that there will be a minimum of one (1) two-person patrol vehicle during those hours.

B) The unit member may work alone in a vehicle, providing that there is

a two-person patrol unit working during the period between sunset and sunrise.

C) The City agrees to afford advance notice and to meet and confer with the Union prior to any changes in Department General Order No.17 (as amended in 1997).

Section 22.2 Equipment

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

Section 22.3 Ammunition and Weapons

Ammunition shall be allotted to all unit members, at City expense, for practice and scheduled qualifying shoots.

ARTICLE 23
EDUCATION

Section 23.1 Schooling and Training

A) 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. Transportation, meals and other expenses approved by the Chief of Police or his or her designee shall be reimbursed to the unit member. In the event that transportation is not available, the City will pay said unit member mileage allowance at the rate in effect at the time pursuant to IRS rules.

B) Semi-annual qualifications shall be made during the unit member's regular tour of duty for service pistols.' Any schooling or in-service training assigned by the Administration and occurring on a leave day will be paid at the rate of time and one-half (1-1/2).

ARTICLE 24
LEAVE OF ABSENCE

Section 24.1 Military Leave of Absence

A unit member leaving for service with the Armed Forces of the United States or enforced military training shall have included in the computation of his or her length of service with the City, his or her term of military service to determine his or her status on the seniority list. Any unit member actively serving in the Armed Forces of the United States or absent because

of enforced military training shall not lose his or her seniority status but, upon termination of such service, shall be re-employed by the City, provided he or she has been honorably discharged from the service and reports for work within ninety (90) days after his or her discharge. He or she shall return to his or her former classification and pay applicable at the rate of his or her return.

Section 24.2 Employee Leave of Absence

A) 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 or she has shown by his or her 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.

B) The request shall be filed at least forty-five (45) days prior to the requested starting date. Failure to return to work on the exact date scheduled shall be cause for termination at the sole discretion of the City Manager.

C) 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.

Section 24.3 Maternity Leave of Absence

A) Maternity leave caused as a result of the employee's pregnancy will be treated as a non-duty disability. Upon verification of pregnancy, the employee must submit to the Chief of Police a physician's statement indicating that:

- 1) There are no physical complications with the mother and/or child.
- 2) That the mother can continue to perform all the functions of a police officer without impairments to the mother and/or child.

B) In order to have the pregnancy treated as a non-duty disability, the employee must further submit a statement from her physician indicating her delivery date and when she is physically able to return to work.

C) If the employee wishes to take more time off from work than what her physician specifies, she may request leave without pay or benefits for a time frame not to exceed six (6) months from her return to work date as specified by her physician. During such leave, seniority is frozen.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.1 General

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 unit member will not 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.

Section 25.2 Step 1

Any unit member who believes that he or she has a grievance may discuss it with the Lieutenant, and with the permission of the Lieutenant, with the Chief. In the event that such grievance is not settled as a result of such discussion, then the aggrieved unit member, through the Union on behalf of one or more unit members or on its own behalf, may institute a grievance by submitting such grievance in writing on a regular grievance form dated and signed by grievant, if possible, to the Chief within five (5) days (excluding Saturdays, Sundays and holidays) from the date of the discussion referred to hereinabove. 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. Within five (5) days (excluding Saturdays, Sundays and holidays) after submission to him or her of the written grievance, the Chief shall answer the grievance in writing on the grievance form provided. The Chief shall indicate the date he or she received the grievance form, sign it and deliver it to the appropriate Union representative.

Section 25.3 Step 2

If the matter is not satisfactorily resolved in Step 1 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. Within five (5) working days of receipt of such appeal (excluding time the City Manager is off work due to vacation or other absence), the City Manager shall respond to the grievance in writing or shall schedule a conference to discuss the grievance.

If a conference is held, the City Manager shall reply to the grievance, in writing, within five (5) working days of such conference.

Section 25.4 Step 3

A) If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may within fourteen (14) calendar days request arbitration in writing, and the

other party shall be obligated to proceed with arbitration in the manner hereinafter provided.

B) 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 Federal Mediation and Conciliation Service in accordance with the then applicable rules and regulations of the Federal Mediation and Conciliation Service. The expenses of the arbitrator, excepting the parties' own expense, shall be borne equally by the Union and the City.

C) 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 shall not have the power to alter or modify the terms of this Agreement.

D) With respect to grievances involving the discipline or discharge of unit members, the arbitrator shall determine if the discharge or discipline was for just cause and he or she may review the penalty imposed, and if he or she shall determine it to be inappropriate and/or unduly severe, he or she may modify it accordingly. He or she shall have the authority in cases concerning discharge, discipline and/or other matters, if he or she shall so determine, to order the payment of back wages and compensation for an employee which the unit member would otherwise have received, less any unemployment compensation, and/or compensation received for employment obtained subsequent to his or her removal from the City payroll. Compensation received from employment obtained subsequent to an employee's removal from the City payroll will only be set off up to the number of hours the employee was working for the City at the time of his or her removal from the City payroll. His or her award shall be final and binding on the parties and affected unit members.

E) 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.

Section 25.5 General Conditions

A) A 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 days, after said grievance has taken place.

B) If no reply in writing has been received from the City or Union within the time limit provided in Steps 1, 2 or 3, it shall be deemed as a favorable reply to the other party.

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

Section 25.6 Authority

The Union shall have exclusive authority to initiate, prosecute and adjust grievances under this Article, except as otherwise provided by state law. In the event a unit member dies, the Union may process on behalf of his or her legal heirs any claim he or she would have had relating to any moneys due under any provisions of this Agreement. Notwithstanding the procedure herein provided, any grievance may be submitted to arbitration at any time by agreement of the parties to this Agreement.

ARTICLE 26
MAINTENANCE OF CONDITIONS

Section 26.1

Wages, hours and conditions of employment in effect in this Agreement when executed shall, except as improved herein, be maintained during the term of this Agreement.

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

The grievance procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to 'any unit member by state or federal law.'

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 Agreement, unless both parties mutually agree to do so.

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 City 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.

ARTICLE 27
MANAGEMENT RIGHTS

Section 27.1 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 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 and remain vested in the City, including but without limiting 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 new services, materials 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 of layoffs and reductions in work week or work day;

G) to permit municipal employees not included in the 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; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;

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 just 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.

Section 27.2 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 28

DEPARTMENTAL PROMOTIONS AND ASSIGNMENTS

Section 28.1 Promotions and/or Assignments

Any promotion or assignment within the Police Department below the rank of Chief of Police or Deputy Police Chief will be from within the ranks of the Department at the time of such promotion and assignment.

Section 28.2 Plainclothes Investigative Duty and Pay

A) A unit member assigned by the Chief or his or her designee, to plainclothes investigative duty within the City for periods of one week or more shall receive extra compensation for the time so assigned at the rate of seven hundred dollars (\$700.00) per annum, to be provided for periods of less than one year.

B) Any future openings in the Plainclothes Division shall be posted for bid. Selection shall be made on the basis of ability. All other things being equal, consideration shall be given to seniority in making the selection.

Section 28.3 Work Assignment

Employees may submit assignment requests and may attach whatever information the employee desires. Such requests will be considered for twenty-four (24) months. All available job assignments shall be posted. The Chief of Police, or his designee, will interview those employees who request an assignment. Assignments, including those in place at the time of the execution of this Agreement, will be for a duration of five (5) years; however, 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 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 assignment unless there are no other employees seeking assignment to that work assignment. This includes but is not limited to DARE, Bike, Detective, DRANO and Traffic. This does not apply to normal Patrol Unit responsibilities.

ARTICLE 29
PROMOTIONAL EXAMINATIONS

Section 29.1 Promotional Procedure

Whenever management declares that a vacancy exists, it shall fill said vacancy within a reasonable time according to the following procedure:

A) Promotion to the rank of sergeant shall be based on the following criteria:

- 1) Promotional examination consisting of a series of questions designed to measure a candidate's knowledge and proficiency in Michigan law enforcement, such as:
 - a) Department rules, regulations, procedures and policies.
 - b) Motor vehicle law. Specifically as contained in the Uniform Traffic Code; Operating While Intoxicated laws and Felony

Driving laws.

- c) Accident investigation and reporting.
 - d) Arrest procedures and laws of arrest.
 - e) Investigative techniques (basic); including evidence, crime scene search, legal procedures, and other areas relating to investigations.
 - f) Michigan Criminal Law and Procedure.
 - g) Crime prevention.
 - h) City ordinances.
 - i) Reporting procedures.
 - j) Legal terms and definition of crimes.
 - k) Report writing.
 - l) Other categories relating to law enforcement.
- 2) The examination shall consist of questions based on current law enforcement material that will be listed in a bibliography attached to the test announcement. Officers will be given a minimum of sixty (60) calendar days for which to study for the examination before the examination is administered. The City will purchase one (1) set of textbooks for studying.
- 3) Promotions shall be based on a total aggregate score consisting of the following:
- a) The written test shall be weighed at 42.5% of total score. (Example: Candidate receives 100% on exam, shall receive 42.5 points. One receiving 50% on exam shall receive 21.25 points).
 - b) Seniority shall be weighed at 42.5%. Senior officer to receive 42.5 points. (Example: Senior officer has 20 years = 42.5 points or 2.125 points per year of service. Next officer has 15 years X 2.125 = 31.875 points.)
 - c) Chief's evaluation weighed 15%. Evaluations to be completed prior to the written examination.

4) Clarification of Scoring

If a test-consists of 100 questions and a person answers 70 questions correctly, he or she will receive a percent score of 70%. An unanswered question will be considered an incorrect response. Simply stated, the correct responses are divided by the number of test questions. Percent is determined by dividing total correct responses by the number of test questions, all questions to be weighed the same.

- 4) To be eligible for promotion to the rank of sergeant, an officer must have completed five (5) years of service with the Riverview Police Department prior to the examination date, excluding leaves of absence and disciplinary leaves, and must have obtained a minimum of sixty (60) semester hours of college credit applicable towards an associate's degree prior to the testing date. Officers with an employment date prior to March 1, 1969 are exempt from the college requirement.

B) The officer with the highest aggregate score shall be promoted. In case of a tie, the senior officer will be promoted.

C) A promotional list shall be valid for one (1) year from the date of the posted results.

D) An officer shall have the right to review his or her entire examination and test results upon request following the posting of the list on the following conditions: Such request and review must take place no later than two (2) weeks after the test results are posted and must occur in the office of the City Manager or his designee. In the event that an officer is off of work during the two (2) weeks after the posting of results, the two- (2) week period will begin on the officer's first day of return to work. No written material concerning the examination may be removed from the City Manager's office.

Section 29.2 Probationary Period

Newly appointed sergeants shall be subject to such probationary periods and requirements as set forth in the Lieutenant and Sergeant Agreement.

ARTICLE 30
STAND-BY PAY

The City shall compensate officers a minimum of two (2) hours pay at straight time for stand-by. Stand-by shall be defined as an officer receiving orders from the Chief or his or her designee to stand-by at his

or her home because of an anticipated emergency call-out. While on stand-by, officers will remain at home, dressed in required garb and prepared for immediate response if called.

ARTICLE 31
BILL OF RIGHTS

Section 31.1 Bill of Rights

- A) No employee shall be reprimanded or disciplined except for just cause.
- B) Whenever an employee is alleged to have violated a rule or regulation of the Department, the charge, if any, shall be reduced to writing and the employee shall have five (5) work days to respond to said charge.
- C) If an employee is suspended he or she shall be promptly charged in writing specifying the exact violation or violations.
- D) In every case he or she shall have the right to be represented by a Union representative before the discipline is imposed.

Section 31.2 Complaint Procedures From Employees

A) 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 a 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 Union at every stage of the proceedings.

- 1) The employee shall be given a summary of the charges against him or her.
- 2) Before he or she is interrogated, or required to make any statement, he or she 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.

B) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

C) The summary referred to in Paragraph (A) (1) above shall set forth the name of the complainant, the time, date and place at which the alleged

offense or incident occurred, and a description of the offense or incident.

ARTICLE 32
RETIREMENT

A) Retirees Hired Prior to July 1, 2013-City Plan

Section 1 Membership and Adoption by Reference

Membership in the Retirement system for prospective retirees hired prior to 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.

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.

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, clothing and cleaning allowance, annual shift differential, overtime, and gun allowance.

Section 4 Retirement, Death and Accumulation

A) Patrol Officers can accumulate up to twelve hundred (1200) hours of sick leave for retirement purposes. All accumulated time to twelve hundred (1200) 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) 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 members 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.

B) Retirees Hired On or After July 1, 2013-MERS

All members of the patrol unit employed by the City on or after July 1, 2013, shall be members of the MERS Retirement System, subject to the following:

1. Terms, conditions, and benefits shall be controlled by the MERS Plan Document and Defined Benefit Adoption Agreement entered by the City and MERS and incorporated by reference into and made part of this agreement. See attached.

2. There is no probationary period to qualify for a MERS pension. Employees will be enrolled in MERS on the first day of the month following the date of hire.

3. Leaves of absence - Service credit be granted only as follows:

- a. Short-term Disability = No
- b. Long-term Disability = No
- c. Worker's Compensation = Yes
- d. Unpaid FMLA = No
- e. Paid administrative & work-related assignment = Yes
- f. Unpaid leaves of absence = No

4. Service Credit

a. To earn a month of service credit, employees must work 168 hours per month which includes PTO, sick, or other paid time off.

b. Current employees will be granted credit for vesting and retirement eligibility from date of hire. Current employees will keep their 401a Defined Contribution balances, but those assets will remain subject to the 401a Defined Contribution vesting requirement. Current employees will earn benefit service credit from the effective date of the Defined Benefit plan adoption date forward. Employees hired after the Defined Benefit plan effective date will receive credit for service, vesting and retirement eligibility.

c. Employees, including new hires, will be permitted to purchase up to 60 months (5 years) of service credit. Time can be purchased in 1-month increments. Employees do not need to buy the full 5 years at once. The City will request the service credit estimate from MERS. MERS will have the cost actuarially calculated. Employees will pay for their service within the required amount of time per MERS processes and procedures. It cannot be financed, or payroll deducted. It is due in full when requested.

5. Pension Benefit Provisions

a. The pension Multiplier is 2.0% with no final average compensation (FAC) cap.

b. The FAC consists only of base wages.

c. The vesting period is seven years from the date of hire.

d. FAC is based on the best 60 consecutive months of earnings during employment with the City.

e. Normal retirement age and service shall be 60 years old and at least 7 years of service.

f. Early unreduced retirement age is 55 years or older with 25 or more years of service.

g. Non-duty Disability - An injury or illness that is not caused by a work-related incident as defined by MERS. Vesting is required. The pension benefit is calculated using the MERS Defined Benefit formula.

h. Duty Disability - An injury or illness that is direct result of a work-related incident as defined by MERS. Vesting is not required. The pension benefit is the greater of 25% of the employee's final average compensation or the Defined Benefit formula, as calculated by MERS.

i. All disability pensions are subject to MERS processes, procedures, calculations and approval.

j. Non-duty Death - A death not resulting from a work-related injury or illness as defined by MERS. Vesting is required. Surviving spouse receives a minimum of 85% of the lifetime benefit. If no spouse or named Monthly Pension Beneficiary, children equally share 50% of the Straight Life benefit until age 21. All as calculated by MERS.

k. Duty Death - A death not resulting from a work-related injury or illness as defined by MERS. Vesting is not required. The spouse receives a pension equal the greater of 25% of your final average compensation or the Defined Benefit formula. If no spouse or named Monthly Pension Beneficiary, any children equally share at least 25% of the final average compensation until age 21. If no spouse or children, a beneficiary is entitled to a refund of your employee contributions plus interest. All as calculated by MERS.

6. Contribution Rates.

a. MERS will calculate an actuarial valuation each year as of December 31st with the first one beginning in 2023. The actuarial report will be delivered by June 30th each year beginning in 2024. The actuarial valuation will show the total cost of the plan as a percentage of payroll which is comprised of the plan's Normal Cost plus the amortized cost of any Unfunded Actuarial Liability (UAL). The rates will be billed the following fiscal year. For example, the December 31, 2023 actuarial valuation rates will commence fiscal year 2025.

The City and Union agree on the following contribution sharing structure:

The employer shall contribute 10% of base wages.

The employees shall contribute 5% of base wages.

Should the total cost of the plan exceed 15% of base wages (employer 10% + employee 5%), the employees shall pay up to the next 5% of base wages.

If the total cost of the plan exceeds 20% between the employer and employee contributions, they will equally share any cost, as a percentage of payroll, above 20%.

Example 1: If the cost of the plan is 13%, the employer will contribute 10% and the employees will contribute 5%.

Example 2: If the cost of the plan is 18%, the employer will contribute 10% and the employees will contribute 8.0%.

Example 3: If the cost of the plan is 22%, the cost would be calculated as follows:

The employer pays 10%.

The employee pays 5%.

The employee pays the next 5%.

The employer and employee each pay 1%.

b. Important Notes: The employee portion may end up slightly higher because every 1% employee contribution doesn't always reduce the employer contribution by exactly 1%. For example, in the initial actuarial valuation completed by GRS and provided to the City by MERS, each 1% employee contribution reduces the employer contribution by 0.91%. This conversion factor can change from year-to-year and can be found in the actuarial valuation provided by MERS.

The City will be responsible for calculating and administering the above described contribution sharing structure. MERS does not calculate or administer such agreements.

In the event that the employer and/or employee contributions change in the future, the City must amend their MERS Defined Benefit Adoption Agreement and any applicable Addendums to ensure that MERS has the correct contribution rates on file.

MERS will contact the City annually to review your actuarial valuation and provide any amendments for the City to approve and provide back to MERS.

7. The City's currently closed pension system and ordinances administered by the City's retirement Board remain in place and the system and ordinances are unaffected by and unrelated to the MERS patrol only plan.

8. As of August 31, 2023, the City will have no further obligation to make any contributions to any employee or new hire's Defined Contribution plan or 401a Defined Contribution benefit previously existing under this agreement. Nothing herein should be construed to interfere with the employees' defined contribution balances existing on August 31, 2023.

9. To the extent the MERS defined benefit adoption agreement and MERS plan documents do not address the Plan's benefits or administration, the

parties agree that the contract shall control.

10. The parties agree that no changes or negotiations to the pension should occur for 8 years from 7/1/2022.

ARTICLE 33
REORGANIZATION

The Union agrees to meet and discuss the matter in the event a reorganization comes about. The parties agree that any proposed change or reorganization that is a mandatory subject to bargaining is subject to negotiations.

ARTICLE 34
DURATION

Section 35.1 Effective Date - This Agreement shall be effective July 1, 2022, and shall remain in full force and effect to and including June 30, 2026, at 11:59 p.m.

Section 35.2 Renegotiations - The parties agree that, commencing not later than April 1, 2026, they will undertake negotiations for a new Agreement for a succeeding period.

Section 35.3 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. IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives on this ____ day of _____, 2023.

FOR THE CITY OF RIVERVIEW,

FOR THE POLICE LABOR COUNCIL,
REPRESENTING THE POLICE OFFICERS
OF RIVERVIEW

DocuSigned by:

Mayor Swift

8D3B78EDC3694E6...

Andrew F. Swift, Mayor

DocuSigned by:

James Stachowski

B6A54FE97B3C468...

James Stachowski
Police Officers Labor Council

DocuSigned by:

John R Allen

DE6D4262908040E...

John Allen
Police Chief

DocuSigned by:

Rory Miller

82CD0D7E55D8431

Rory Miller
Bargaining Committee Member

DocuSigned by:

Jeff Dobek

BD282EB9CC364EC...

Jeff Dobek
City Manager

DocuSigned by:

Pam Parker

E9022411FE2B4CC...

Pam Parker
Bargaining Committee Member

DocuSigned by:

Tracy Duncan

BB804BD1A341457...

Tracy Duncan
Human Resources Director

DocuSigned by:

Michael McDonald

6258F135625B428...

Michael McDonald
Bargaining Committee Member



US HEALTH AND LIFE
INSURANCE COMPANY

Schedule A



Benefits		
<p>In-Network benefits are based on the Preferred Provider Organization's approved amount. Out-of-Network benefits are based on the Usual and Customary amount. Benefits are determined after any applicable Deductible and Coinsurance, and are subject to Annual, Lifetime, and Other Maximums, General Exclusions and other applicable limitations.</p>		
<p>Deductible (Does not apply to Coinsurance maximum.)</p> <ul style="list-style-type: none"> - individual - family, aggregate¹ <p>(¹If more than one individual is insured under this certificate, the entire 'family, aggregate' deductible must be satisfied before service or treatment for any member of the family will be payable by the Policy)</p>		<p>\$1,200 (In and Out-of-Network combined)</p> <p>\$2,400 (In and Out-of-Network combined)</p>
<p>Coinsurance</p> <ul style="list-style-type: none"> - individual - family, aggregate³ <p>(³If more than one individual is insured under this certificate, the entire family, aggregate' coinsurance must be satisfied before benefits for any member of the family will be payable without applying coinsurance.)</p>		<p>\$1,000 maximum², In and Out-of-Network combined</p> <p>2,000 maximum², In and Out of Network combined</p> <p>(² 50% coinsurance amounts do not accumulate to the Coinsurance maximum)</p>
Lifetime Maximum, All Benefits Combined		\$2,000,000
Inpatient Hospital Services (for other than Psychiatric Treatment and Substance Abuse care)	<u>In-Network</u>	<u>Out-of Network</u>
<p>Semi-Private Room and Board, Intensive Care Unit, Ancillary Services: -- -general conditions</p> <p>-newborn confinements</p> <p>Birthing Center charges</p>	<p>Deductible</p> <p>Deductible</p> <p>Deductible</p>	<p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p>
<p>Outpatient Hospital Facility Services (for other than Psychiatric Treatment and Substance Abuse care) Emergency Room:</p> <ul style="list-style-type: none"> -Medical-Life Threatening -Medical-Non-Life threatening -Accident Surgery Anesthesia Other Facility Charges Ambulance (Emergency) 	<p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p> <p>Deductible</p>	<p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p> <p>Deductible and 20% Coinsurance</p>
Lasik Surgery	Deductible	Deductible
Wellness/Preventive Care Benefits		
Routine physical examinations, including diagnostic testing (Employee and spouse only; once per Calendar Year)	Covered without Deductible or Coinsurance	Not Covered
Routine mammography (frequency per Federal Guidelines)	Covered without Deductible or Coinsurance	Deductible and 20% Coinsurance
Routine well child examinations, including diagnostic testing (under age 6 only)	Covered without Deductible or Coinsurance	Not Covered
Routine immunizations (under age 6 only)	Covered without Deductible or Coinsurance	Not Covered
Optional Prescription Drug Card (Benefit available only if selected and additional premium paid)	Refer to Optional Prescription Drug Schedule for Deductible and Co-insurance information.	

Schedule B

Delta Dental PPO Plan D

Benefit Level Comparison

The following Benefit Comparison Grid is a brief overview of the levels of coverage offered within the Delta Dental PPO

(Point-of-Service) program through the Coalition of Public Safety Employees Health Trust.

Coverage Level	PPO or Premier Dentist	Non Par
Class I Benefits	100%	75%
Diagnostic Services	100%	75%
Preventative Services	100%	50%
Emergency Palliative Treat	100%	75%
Radiographs		
Class II Benefits	50%	50%
Oral Surgery	50%	50%
Minor Restorative Services	50%	50%
Endodontic Services	50%	50%
Periodontic Services	50%	50%
Relines and repairs		
TMD Treatment	50%	50%
Class III Benefits	50%	50%
Prosthetic Services	50%	50%
Major Restorative Services		
Class IV Benefits	50%	50%
Orthodontic Services (to age 19)		
Maximum Benefit per person	\$1,000.00	
Per Calendar Year (Class I, II, III)	\$1,000.00	
Lifetime Maximum for Class IV		

Three month deductible carryover? (Deductible met in the last 3 months of a benefit year applies to the next benefit year also) Yes No

Deductible credit from prior carrier? Yes No

APPENDIX - A

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

- A. 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.

B. 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 preemployment (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.

C. 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.

D. 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.

E. 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.

F. 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 required 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.

G. 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:

INITIAL TEST LEVEL

	(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 * *

Opiates:		
Morphine	300	+
Codeine	300	+
Phencyclidine	25	
Amphetamines:		
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.

H. 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.

I. Drug Test Results

All records pertaining to departmental-required drug tests

shall remain confidential, and shall not be provided 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.

J. 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 I 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

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

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