

6/30/91

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF RIVERVIEW, MICHIGAN
AND THE
LABOR COUNCIL MICHIGAN FRATERNAL
ORDER OF POLICE,
LIEUTENANTS AND SERGEANTS
JULY 1, 1988 - JUNE 30 1991

Riverview City

WESTERN STATE UNIVERSITY
LIBRARY AND INDUSTRIAL
RESEARCH CENTER

TABLE OF CONTENTS:

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Purpose	-1-
2	Coverage	-1-
3	Recognition	-1-
4	Dues Deduction	-1-
5	Bargaining Activities	-2-
6	Hours of Employment and Overtime Compensation	-2-
7	Wages, Longevity and Step-Up Pay	-3-
8	Vacations	-5-
9	Sick Leave, Bonus Days and Funeral Leave	-6-
10	Job Related Injuries	-7-
11	Life Insurance and Hospitalization	-8-
12	Uniform Allowance	-11-
13	Holidays and Holiday Pay	-11-
14	Call In Time, Minimum Hours and Overtime Distribution	-12-
15	Court Time	-13-
16	Allowances for Assigned Duties	-13-
17	Seniority	-13-
18	Safety	-15-
19	Medical Examination	-15-
20	Patrol Cars, Equipment, Ammunition and Weapons	-15-
21	Education	-16-
22	Leaves of Absence	-16-
23	Grievance Procedure	-17-
24	Maintenance of Conditions	-19-
25	Management Rights	-20-
26	Standby Pay	-22-
27	Departmental Promotions and Assignments	-22-
28	Shift Premium Scheduling	-23-
29	Bill of Rights	-23-
30	Retirement	-25-
31	Duration	-26-

JUL 24 1990

FRANKLIN D. ROOSEVELT



UNITED STATES POSTAL SERVICE

POSTAGE WILL BE PAID BY ADDRESSEE

COLLECTIVE BARGAINING AGREEMENT

This agreement entered into the 24TH day of JULY, 1990.
Effective July 1, 88, between the City of Riverview, a municipal
corporation, hereinafter called the CITY, and the Labor Council Michigan
Fraternal Order of Police, hereinafter called the UNION.

WITNESSETH:

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

GENERAL

Section 1: Survival of Provisions

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

Section 2: Copies

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

ARTICLE 1 PURPOSE

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

ARTICLE 2 COVERAGE

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

ARTICLE 3 RECOGNITION

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

ARTICLE 4 DUES DEDUCTION

The City shall deduct, monthly, from the pay of each bargaining unit
member, the required amount for the payment of Union dues. Such sums,
accompanied by a list of the bargaining unit members from whose pay they

JUL 24 1990

have been deducted, and the amount deducted from each, shall be forwarded to the Labor Council Michigan Fraternal Order of Police within ten (10) days after such collections.

ARTICLE 5 BARGAINING ACTIVITIES

Section 1: Rights

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

Section 2: Notices

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

Section 3: Negotiations and Process of Grievance

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

Section 4: Bulletin Board

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

Section 5: No Strike Provision

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

ARTICLE 6 HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

Section 1: Weekly Schedule

Employees assigned to work shifts that run consecutively for seven work days shall be governed by twenty (20) eight-hour work days for a total of one hundred (160) hours, each four (4) weeks.

JUL 24 1990

Section 2: Shifts and Hours

All shifts for all bargaining unit members shall be eight (8) straight hours and not split. Shifts by classification shall be as follows:

- 1) Lieutenant Day Shift 6:30 AM to 2:30 PM
 Afternoon Shift 2:30 PM to 10:30 PM
 Midnight Shift 10:30 PM to 6:30 AM

- 2) Sergeant Day Shift 6:45 AM to 2:45 PM
 Afternoon Shift 2:45 PM to 10:45 PM
 Midnight Shift 10:45 PM to 6:45 AM

- 3) Bargaining unit members assigned plainclothes or special detail work by the Chief of Police or his designee shall, whenever possible, be assigned from 9:00 AM to 5:00 PM. It is clearly understood that the above time may be changed by the Chief of Police or his designee for special assignments when the detail to be performed cannot be accomplished during above hours.

Section 3: Time and One-Half

Any time worked in excess of eight (8) hours per shift, or scheduled off shift, shall be compensated at the rate of time and one-half.

Section 4: Compensatory Time

When an employee works overtime, he may request compensable time equivalent to the number of overtime hours worked times 1.5. The maximum accumulation of compensable time is forty (40) hours.

The Chief or his designee must approve/disapprove a unit member's request for compensatory time off. Compensatory time off will not be granted if it causes overtime. Compensatory time off, once approved will not be cancelled without good cause.

Section 5: Trades

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

Section 6: Lunch Hour

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

ARTICLE 7 WAGES, LONGEVITY AND STEP-UP PAY

Section 1: Wages

- A) During the term of this contract the following hourly

wage rates shall be in effect, effective July 1 through June 30 of each fiscal year shown:

	Fiscal Year <u>1988-89</u>	Fiscal Year <u>1989-90</u>	Fiscal Year <u>1990-91</u>
Level I Sergeant	\$16.02	\$16.66	\$17.32
Level II Sergeant	\$16.74	\$17.41	\$18.11
Lieutenant	\$17.73	\$18.44	\$19.18

- B) A newly appointed Sergeant will be at Level I rate of pay for his first consecutive three (3) months of duty.
- C) An officer appointed to Sergeant from the re-appointment list automatically circumvents the Level I Sergeant pay classification and receives pay commensurate to a Level II Sergeant.

Section 2: Longevity

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

Five (5) years of departmental service shall receive Fifty (\$50) Dollars. For each additional year of service, an additional Fifty (\$50) Dollars, to a maximum of Five Hundred (\$500) Dollars, payable each year until retirement or termination of service. A unit member who becomes eligible to receive longevity pay shall receive such longevity increment on the first pay period following the anniversary date in which the said unit member became eligible, and the first pay period following his anniversary date each year thereafter.

Section 3: Step-Up Pay

A bargaining unit member assigned to a classification of Lieutenant for eight (8) or more consecutive hours in one day shall receive the rate of pay for that classification, provided that on an overtime day the employee shall be paid the rate of pay for that classification at time and one-half.

Section 4: Deferred Compensation

As soon after the execution of this agreement as possible, the parties shall mutually agree upon and institute a program by which employees may voluntarily elect to defer payment of some portion of their wages to defer the payment of income taxes. This program shall include a payroll deduction consistent with the capabilities of the City's computerized payroll system and shall be in accordance with all applicable laws. The City agrees to transfer employee contributions to the fund trustee on a bi-monthly basis upon installation and successful operation of appropriate computer software, but in no event later than July 1, 1990.

JUL 24 1990

ARTICLE 8 VACATIONS

Section 1: Eligibility and Amounts

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

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

- 1) The Chief of Police, or his representative, shall post an order prior to May 1, stating when officers shall be called in for vacation selections.
- 2) If choices are not ready when contacted, that officer's choice shall be forfeited.
- 3) Seniority in rank will prevail for the first choice until all officers have been contacted, then with second, third and fourth choices.
- 4) No more than five (5) consecutive vacation weeks can be taken at a time, unless otherwise agreed to by the Chief of Police or his designee.
- 5) There shall be one bargaining unit member from each platoon allowed to be on vacation at a time.
- 6) After vacations are listed, they may not be changed without consent of the Chief of Police, or his designee.

Section 2: Amount of Time-Off

For the purposes of this Article, a week's vacation shall be defined and consist of seven (7) working days.

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

- | | | |
|-------------------|---|-----------------|
| 1) One (1) Year | - | Two (2) Weeks |
| 2) Five (5) Years | - | Three (3) Weeks |
| 3) Ten (10) Years | - | Four (4) Weeks |

Section 3: Posting of Vacation

Vacation time is earned in arrears. However, vacations shall be posted on July 1st of each fiscal year for the amount of days which will be earned during that fiscal period.

Section 4: Maximum Vacation Accumulation

An employee on written request and approval of the Chief of Police may accumulate up to a maximum of fourteen (14) days vacation from the prior year and take it in the present year in addition to the number of vacation weeks to which he is entitled under the above schedule.

Section 5: Personal Leave

Bargaining unit members shall be granted five (5) personal business leave days per fiscal year. Personal leave days are intended to be used for emergencies and personal business which may arise unexpectedly and shall be granted upon forty-eight (48) hours notice. Exceptions may be granted in the event of a bona fide emergency.

Section 6: Manpower - Leave Time

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

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

ARTICLE 9 SICK LEAVE, BONUS DAYS AND FUNERAL LEAVE

Section 1: Accumulation of Sick Leave Credits

- A) For purposes of this section "Sick Leave Day" shall mean an eight (8) hour work day. Each bargaining unit member shall acquire one (1) day of sick leave credit for each month of departmental service rendered, not exceeding an aggregate of twelve (12) days per calendar year; to an unlimited accumulation for non-work connected illness, but to maximum of one hundred twenty (120) days for purposes of payout at retirement.
- B) No sick days shall be granted in advance.
- C) The City agrees to purchase from every lieutenant on active payroll as of May 24, 1989, the excess of their accumulated sick leave over one hundred twenty (120) days, but in no event shall the number of days purchased exceed one hundred forty (140).
- D) The City agrees to purchase the accumulated sick leave time of Sergeant Thomas Coffey in excess of one hundred twenty (120) days, but not exceeding the number of days which represent the cash equivalent of the sum of Nine Thousand (\$9,000.00) Dollars. Accumulated sick leave days in excess of one hundred twenty (120), and not purchased, shall remain on the books for use by Mr. Coffee as sick leave time and shall be used for that purpose only.

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

Section 2: Charges Against Credits and Evidence of Illness

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

Section 3: Bonus Days

If a bargaining unit member uses five (5) days or less of sick leave in any one accrual period, July 1, to June 30, he shall be entitled to five (5) bonus leave days, not chargeable against his regular sick and/or vacation accrual, in the following year beginning July 1. Scheduling of bonus leave days shall be in accordance with Article 8, Section 6 of this agreement.

Section 4: Funeral Leave

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

ARTICLE 10 JOB RELATED INJURIES

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

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

Section 2: Physical Incapacitation

If a unit member becomes incapacitated as a result of his duties, he will be sent to a medical review board as prescribed in the Retirement Ordinance #327. If the majority of the medical review board states that the

JUL 24 1990

unit member is unable to perform the duties of his position, an attempt will be made to place the individual within the police department. If no jobs are available, the City will then attempt to assign the unit member to a vacancy within the City, so long as the unit member is qualified to fill the vacancy. In any case the rate of pay of such assigned unit member shall be the same as the new job classification to which he is assigned.

If the unit member is not able to perform his duties as a police officer and he elects not to fill a vacancy within the City, he may make application to the Retirement Board for a duty disability retirement. If possible, the Retirement Board and unit member must rely on the same medical review board referred to above when the decision is made to determine if a member should be retired and/or if the unit member requests to return to City service.

Section 3: Worker's Compensation

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

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

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

ARTICLE 11 LIFE INSURANCE AND HOSPITALIZATION

Section 1: Life Insurance

The City shall provide for each bargaining unit member Twenty Thousand (\$20,000) Dollars of Group Term Life Insurance, and the City shall pay the full cost thereof. Bargaining unit members retiring subsequent to June 30, 1985 will have Group Term Life Insurance of Five Thousand (\$5,000) Dollars paid for by the City.

Section 2: Policies

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

Section 3: Hospitalization

- A) The City shall provide and pay the full cost of hospitalization insurance for all bargaining unit members, their spouses and children eighteen (18) years and under, and upon leaving the City service through retirement or death.
- B) This section shall cover the spouse and children of deceased unit members until such time as the spouse remarries.
- C) The City shall provide and pay the full cost of Blue Cross Blue Shield , MVF1, Master Medical Option II, together with the Preferred Provider Option commonly known as P.P.O. The City shall have the option of providing coverage through another primary or re-insurance carrier which is equal to or better than the insurance required by this section.
- D) The Employer agrees that the current health care coverage will revert to traditional Blue Cross Blue Shield when the employee has retired and meets the following qualifications:
 - 1. the retiree establishes permanent residence outside of the State of Michigan; or
 - 2. the retiree qualifies for Social Security benefits; or
 - 3. the employee reaches the age of sixty-five (65).

Section 4: Riders

The following riders and programs shall be a part of the hospitalization/medical insurance provided by the City:

- A) Foot Surgery Predetermination Program.
- B) Second Surgical Opinion Program.
- C) Prescription Drug Rider with Three (\$3.00) Dollars Co-Pay.
- D) The employer agrees to provide as a part of the Preferred Provider Option a reciprocity rider with the cost to be borne by the City. Such rider shall include ML, VST, and Emergency Room coverage out of state.
- E) The drug rider plan shall be made available to all retirees as a single, separate unit with the following stipulations:
 - 1) Effective May 24, 1989, any bargaining unit member retiring subsequent to this date shall

JUL 24 1990

receive a fully paid drug rider which covers one hundred percent (100%) of the cost of all such prescription drugs.

- 2) Bargaining unit members who retired between dates of June 30, 1984 and May 24, 1989, and electing to participate in the drug rider plan will assume fifty percent (50%) of the cost of said plan.
- 3) Bargaining unit members who retired prior to June 30, 1984, shall have the drug rider plan made available to them, but if they so elect to participate, the said retiree shall assume one hundred percent (100%) of the cost of such plan.

F) This section shall cover the spouse and children of the deceased employee until such time as the spouse remarries.

Section 5: Benefit Offset for Retirees

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

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

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

Section 6: Dental Insurance

- A) Employees covered by this Agreement shall continue to be covered by the current dental insurance plan of the City with the Canada Life Assurance Company or a plan with equal coverage under a different carrier.

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

Plan 1 - Preventative - eighty percent (80%)

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

Plan 3 - Prosthodontics - fifty percent (50%)

Plan 4 - Orthodontics - fifty percent (50%)

It is stipulated and agreed that the maximum combined benefit for Plans 1, 2 and 3 for any one calendar year shall not exceed One Thousand (\$1,000.00) Dollars. Plan 4 shall have a maximum lifetime per person benefit of Seven Hundred Fifty (\$750.00) Dollars.

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

Section 7: Optical Insurance

The City will provide bargaining unit members with the Cooperative Service Plan V. Optical Program.

Section 8: 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).

ARTICLE 12 UNIFORM ALLOWANCE

- A) The City shall pay each bargaining unit member covered by this Agreement a uniform allowance of Four Hundred Fifty Dollars (\$450.00) per year, and a cleaning allowance of Four Hundred Fifty Dollars (\$450.00) per year, both payable during the first pay period of July. These allowances shall be construed as being paid for the previous year. The amount of these allowances shall be equal to the amount paid to the Patrol Unit.
- B) A unit member with an anniversary date after the beginning of a fiscal year shall be paid on a pro rata basis for his or her last year.
- C) The normal working attire of officers assigned to the Plain Clothes Division shall be civilian clothes and such officers shall receive the above allowances from the City. All bargaining unit members shall have and maintain in good order the regular uniform as specified by the Police Department.

ARTICLE 13 HOLIDAYS AND HOLIDAY PAY

Section 1: Days and Rate

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

- 1) New Year's Day
- 2) Washington's Birthday
- 7) Labor Day
- 8) Thanksgiving Day

JUL 24 1990

- | | |
|-----------------------|------------------------|
| 3) Lincoln's Birthday | 9) Christmas Eve |
| 4) Decoration Day | 10) Christmas Day |
| 5) Good Friday | 11) New Year's Eve Day |
| 6) Independence Day | 12) Columbus Day |

Bargaining unit members will be permitted the day off for the above listed holidays with the approval of the Police Chief or his designee.

Section 2: Rate of Leave and Vacation

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

Section 3: Overtime Rate

Should any of the above days fall on a bargaining unit member's regular work day, the bargaining unit member shall be compensated at time and one-half in addition to regular day's pay.

Section 4: Call In Rate

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

ARTICLE 14 CALL IN TIME, MINIMUM HOURS AND OVERTIME DISTRIBUTION

Section 1: Minimum

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

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

Section 2: Shift Change

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

Section 3: Overtime Distribution

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

ARTICLE 15 COURT TIME

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

ARTICLE 16 ALLOWANCES FOR ASSIGNED DUTIES

Section 1: Meal Allowance

Bargaining unit members shall be paid a meal allowance not to exceed Five (\$5.00) Dollars per meal when assigned to out-of-town court, administrative functions or school; providing, said duty requires them to be out of town beyond the normal meal times (noon and 6:00 P.M.) and said assignment is more than five (5) hours in duration. Unit members must furnish a receipt in order to be reimbursed.

Section 2: Parking and Other Expenses

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

Section 3: Mileage

In the event that transportation is not available, the City will pay said bargaining unit member mileage allowance at Twenty (\$.20) Cents per mile for the use of his vehicle.

ARTICLE 17 SENIORITY

Section 1: Seniority Date

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

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

Section 2: Seniority Lists

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

Section 3: Employees Transferred Out of the Police Department

An employee transferred out of the Police Department to fill a permanent vacancy shall have his seniority frozen as of the date of this transfer, and during the six (6) months following the date of his transfer, may return or be returned to the job he held at the time of the transfer, or if that job no longer exists, to any job to which his seniority entitles him. After expiration of the six (6) month period, the bargaining unit member shall lose all seniority in the rank. An employee assigned out of the Department to fill a temporary vacancy not to exceed three (3) months will continue to accumulate seniority, and when returned to the rank, will be returned to the job held at the time of the assignment.

Section 4: Reduction and Restoration

- A) The intent of this section is to provide an efficient and workable method of reducing the Department when occasion demands.
- B) The City shall meet with the proper Union representatives as far in advance as possible to work out the details of any reduction of employees pursuant to the following paragraphs of this Section. In all cases of layoff known to the City, the City will, as soon as practicable, follow the seniority provisions of this Agreement.
- C) When, for any reason the City finds it necessary to reduce the Police Department for an extended period of time, the following procedure shall prevail.
- D) The City shall determine the number of employees with the least departmental seniority within a given classification, to be released from the Department, and shall then layoff from the employees last hired in the Department.
- E) When recalling employees, all recalls shall be in order of seniority.

Section 5: Compensation for Improper Layoff or Recall

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

Section 6: Continuous Service Break

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

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

ARTICLE 18 SAFETY

Section 1: Safety Objectives

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

Section 2: Unsafe or Unhealthy Conditions

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

ARTICLE 19 MEDICAL EXAMINATION

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

ARTICLE 20 PATROL CARS, EQUIPMENT, AMMUNITION AND WEAPONS

Section 1: Patrol Cars

Bargaining unit members may work alone in a patrol vehicle.

Section 2: Equipment

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

Section 3: Ammunition and Weapons

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

be made during the employee's regular term of duty for service pistols, and all other weapons used in the performance of their duties.

ARTICLE 21 EDUCATION

Section 1: Schooling and Training

- A) Bargaining unit members attending schools or in-service training classes shall not be required to attend if working midnights unless classes are scheduled after 3:00 P.M. and schooling or in-service training assigned by the administration, occurring on a leave day will be paid at the rate of time and one-half.
- B) The City shall reimburse each bargaining unit member actual tuition expenses per credit hour in a criminal justice program, provided the course work is not refundable by LEAA or VA funds; and further provided that the unit member must receive a "C" grade or better to be eligible for tuition reimbursement.

Section 2: Education Incentive Pay

The education incentive pay shall be deleted effective July 1, 1989. Bargaining unit members who qualify for the stipend under the previous agreement shall receive their payment in accordance with the contract language in effect up until that time, the last payment being the first pay period in July, 1989.

ARTICLE 22 LEAVE OF ABSENCES

Section 1: Military Leave of Absence

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

Section 2: Employee Leave of Absence

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

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

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

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1: Definition and Steps

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

Step 1

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

and the reasons for my determination are as follows:

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

Step 2

- A) If the matter is not satisfactorily resolved in the first step, after receipt of the Chief's written answer, the Union may appeal said grievance, in writing, to the City Manager within five (5) working days following the reply of the Chief of Police. The City Manager shall reply, in writing, within five (5) working days thereafter.

Step 3 Grievance Procedure

- A) If the grievance is not satisfactorily adjusted after receipt of the City Manager's written response within the time provided (unless mutually extended), either party may, within fifteen (15) working days in writing, request arbitration (or forfeit such right) and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall notify the Michigan Employment Relations Commission (MERC) in accordance with the then applicable rules and regulations of the Commission. The expenses of the arbitration, excepting the parties own expense, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.
- B) With respect to grievances involving the discipline or discharge of bargaining unit members, the arbitrator shall determine if the discharge was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an

employee, which the employee would otherwise have received less, compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would have been earned otherwise, and/or further award as may be appropriate and just. His award shall be final and binding on the parties.

- C) It shall not be the intent of this Section to allow binding arbitration which may, in effect, be in conflict with existing State and/or Federal laws.
- D) Grievance must be taken up promptly and no grievance will be considered or discussed which is presented later than thirty (30) calendar days excluding sick or personal leave days, after grievance has taken place.
- E) If no reply in writing has been received from the City or Union within the time limit provided in Steps One and Two, it shall be deemed as a favorable reply to the other party.
- F) The above shall constitute the sole and only grievance procedure provided to the unit member.

Section 2: Authority

- A) The Union shall have exclusive authority to initiate, prosecute, and adjust grievances under this Article, except as otherwise provided by State Law.
- B) In the event an employee dies, the Union may process on behalf of his legal heirs any claims he would have had relating to any moneys due under any provisions of this Agreement.
- C) Notwithstanding the procedure herein provided, any grievance may be submitted to Arbitration at any time by agreement of the parties to this Agreement.

ARTICLE 24 MAINTENANCE OF CONDITIONS

- A) Except as modified by this Agreement, wages, hours and conditions of employment in effect at the time of the execution of this Agreement shall be maintained during the terms of this Agreement.
- B) This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, this contract will take precedence.

- C) The grievance procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by State and/or Federal Law.
- D) The terms and conditions of this Agreement shall remain in full force and effect for the duration of this Agreement and until such time as a new agreement is reached. This Agreement shall constitute the total of negotiations and neither party is obligated to open this Agreement for negotiations on any matter included in or omitted from this contract, unless both parties mutually parties to do so.
- E) No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms of conditions contained herein, shall be binding upon the parties hereto unless such agreement, understandings, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other Agreement, understanding, past practices and arrangements heretofore existing.

ARTICLE 25 MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Riverview Code and any modifications made thereto, 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 limitation the generality of the foregoing the right:

- A) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be

purchased;

- C) To sub-contract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;
- D) To determine the number, location and 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 layoff employees, to reduce the the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- G) To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- H) To direct the work force, assign work and determine the number of employees assigned to operations;
- I) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;
- J) To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours worked;
- K) To establish work schedules;
- L) To discipline and discharge employees for cause;
- M) To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- N) To transfer, promote and demote employees from one classification, department or shift to another;
- O) To select employees for positions and to determine the qualifications and competency of employees to perform available work.

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

ARTICLE 26 STANDBY PAY

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

ARTICLE 27 DEPARTMENTAL PROMOTIONS AND ASSIGNMENTS

Section 1: Departmental Promotions and Assignments

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

Section 2: Promotions

- A) To be eligible for promotion to Lieutenant an employee shall hold the rank of Sergeant for at least three (3) years and must have earned a Bachelor's Degree from an accredited college or university. Officers who were members of the bargaining unit as of the effective date of this Agreement are exempt from this education requirement.
- B) The Chief of Police shall promote, in the event of a vacancy, from among those eligible, that person who in the Chief's judgment, is the most qualified.

Section 3: Re-Appointment List

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

Section 4: Assignments

Any future assignments shall be posted for bid a sufficient amount of time to allow all unit members ample time to observe the notice and to respond. Assignments of less than thirty (30) calendar days shall be made at the discretion of the Chief of Police. Assignments of more than thirty (30) calendar days shall be made on the basis of ability. Ability being equal, consideration shall be given to seniority in making the selection.

ARTICLE 28 SHIFT PREMIUM SCHEDULING

Section 1: Shift Scheduling

For the purpose of determining premium pay on holidays and shifts the following schedule shall be used. Any shift beginning between the hours of 10:00 P.M. and 1:00 A.M. shall be defined as the midnight shift, and shift beginning between 6:00 A.M. and 9:00 A.M. shall be defined as the day shift, and any shift beginning between the hours of 2:00 P.M. and 5:00 P.M. shall be defined as the afternoon shift. The midnight shift shall be known as the first shift.

Section 2: Shift Bonus Pay

Bargaining unit members working weekly rotating shifts shall be eligible for shift bonus pay in the sum of FIVE HUNDRED (\$500.00) DOLLARS, per year.

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

Officers must work rotating schedules for at least ten (10) months out of that period to become eligible for such payment for that period. Officers working 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.

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.

ARTICLE 29 BILL OF RIGHTS

Section 1: Bill of Rights

- A) No bargaining unit member shall be reprimanded or disciplined except for just cause.
- B) Whenever a bargaining unit member is alleged to have violated a rule or regulation of the department, the charge, if any, shall be reduced to writing within ten (10) calendar days of said occurrence, and the bargaining unit member shall have five (5) calendar days to respond to said charges.
- C) Any bargaining unit member to be suspended must be charged in writing specifying the specific violation or violations.
- D) In every case, the employee shall be given the opportunity to be represented by a Union

representative during the proceedings.

- E) If the charges are unfounded, the records will remain in the officer's personnel jacket for a period of two (2) years with a notation by the City exonerating the officer of all charges.
- F) The City agrees that they will follow the principal of progressive discipline by treating all bargaining unit members fairly, and in respect to minor offenses whenever possible there will be a verbal reprimand prior to a written reprimand.
- G) The City will remove written reprimands from bargaining unit members personnel file after two (2) years if said member has not received a written reprimand during the two (2) years period.
- H) In every case where the charges result in disciplinary action, a copy of the charges and any disciplinary action shall be forwarded to bargaining unit representative.

Section 2: Complaint Procedures from Employees

Whenever any complaint, or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee subject to this Agreement, or under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of the crime or offense under the State or Federal law, or a traffic violation involving death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint, and the employee shall specifically have the right to representation by the Association at every stage of the proceedings:

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

ARTICLE 30 RETIREMENT

Section 1: Membership and Adoption by Reference

Membership in the Retirement system 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; accumulated vacation time up to thirty (30) days; together with overtime; shift differential; longevity; holiday pay; sick pay while absent from work; vacation days, personal days, funeral leave days, and bonus days taken during the fiscal year; and shall exclude all other fringe benefits.

Section 4: Retirement, Death and Accumulation

- A) Lieutenants can accumulate up to one hundred twenty (120) days of sick leave for retirement purposes. All accumulated time to one hundred twenty (120) days on retirement shall be paid in cash. In no instance may the employee demand full pay for sick time in excess of amounts indicated on retirement.
- B) Sergeants can accumulate up to one hundred twenty (120) days of sick leave for retirement purposes. In the event of sickness in the last year of employment before retirement, the time used shall be deducted from the first one hundred twenty (120) days. All accumulated time to one hundred twenty (120) days on retirement shall be paid in cash. In no instance may the employee demand full pay for sick time in excess of amounts indicated on retirement.
- C) In the event of the death of a bargaining unit member, all accrued benefits under this contract shall be paid to the beneficiary designated on the unit member's insurance policy.

Section 5: Vesting

- A) Bargaining unit members have vesting provisions

JUL 24 1999

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: 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.

ARTICLE 31 DURATION

Section 1: Effective Date

This agreement shall be effective July 1, 1988 and shall remain in full force and effect to and including June 30, 1991.

Section 2: Continuous Application

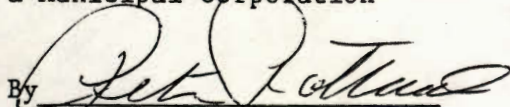
In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement, shall continue retroactive to the expiration date of this agreement, and retroactivity or retroactive application of any new agreement, to any date, shall be a negotiable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

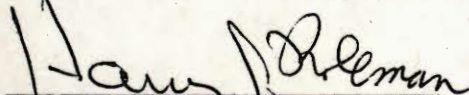
Section 3: Renegotiations

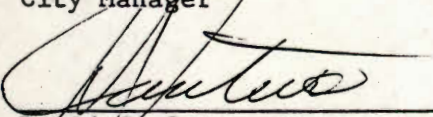
The parties agree that commencing not later than April 1st of the year that this agreement terminates, they will undertake negotiations toward a new agreement.

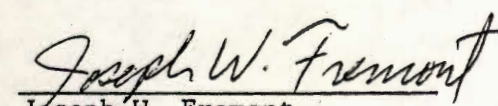
In witness whereof, the parties have executed this agreement by their duly authorized representatives on the 24th day of JULY, 1989.
90

CITY OF RIVERVIEW, MICHIGAN
a Municipal Corporation

By 
Peter Rotteveel, Mayor

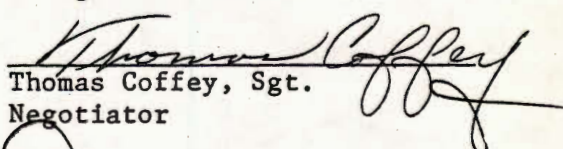

Harry J. Kollman
City Manager

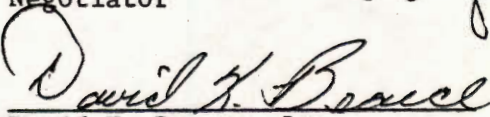

David J. Couture
Police-Fire Chief

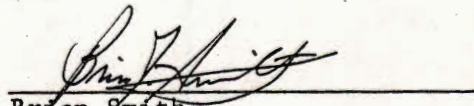

Joseph W. Fremont
Negotiator

THE LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE,
LIEUTENANTS AND SERGEANTS

By _____
Raymond Zmijewski, Lt.
Negotiator


Thomas Coffey, Sgt.
Negotiator


David K. Bearce, Lt.
Negotiator


Brian Smith
Labor Council Michigan
Fraternal Order of Police

JUL 24 1990

HAMMER



FOR