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6/30/2000

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF RIVERVIEW

AND

POLICE OFFICERS ASSOCIATION OF RIVERVIEW
POLICE OFFICERS LABOR COUNCIL

Riverview, City of

July 1, 1997
to
June 30, 2000

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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 Association of Riverview, Police Officers Labor Council (hereinafter referred to as the "Union").

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 and civilian employees classified as police dispatcher by the City of Riverview (see Article 33); 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.
- B) 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.

- c) 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 - Unit members assigned to work shifts that run consecutively for seven (7) work days shall be governed by twenty (20) eight-hour work days for a total of one hundred sixty (160) hours, each four (4) weeks.

Section 7.2 Shifts - All shifts shall be eight (8) straight hours and not split.

Section 7.3 Time and One-Half - Any time worked in excess of eight (8) hours per shift, or any scheduled off shift, shall be compensated at the rate of time and one-half (1 ½).

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 member of this unit assigned to a classification of sergeant or lieutenant for eight (8) consecutive hours or more in one day, shall receive the rate of pay for that classification. An officer assigned to a classification of sergeant as outlined above, on an overtime day shall be paid the rate of pay for that classification at time and one-half (1 ½). Step-up pay to sergeant is equal to the difference in wages between a senior patrol officer and Step II sergeant.

Section 7.6 Hours Off Between Shifts - There shall be sixteen (16) 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 a bargaining unit member works overtime, he or she 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.
- B) The Chief or Deputy must approve/disapprove a unit member's request for compensatory time off. Compensatory time off will not be granted if it causes overtime.
- C) When a bargaining unit member acts as a Field Training Officer, he or she shall receive one (1) hour of compensatory time for each day of FTO training.

ARTICLE 8

WAGES, LONGEVITY AND LUNCH PERIOD

Section 8.1 General - The following wage schedule shall be in effect for patrol officers as shown for the three- (3) year term of this Agreement:

- A) Effective July 1, 1997 - Three percent (3%) increase.

<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>48 months</u>
\$12.86	\$14.78	\$17.19	\$19.59	\$22.02
- B) Effective July 1, 1998 - Three percent (3%) increase.

<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>48 months</u>
\$13.25	\$15.22	\$17.71	\$20.18	\$22.68
- C) Effective July 1, 1999 - Three percent (3%) increase.

<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>48 months</u>
\$13.65	\$15.68	\$18.24	\$20.79	\$23.36

- D) 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.

ARTICLE 9

SHIFT SCHEDULING AND SHIFT BONUS 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 9:00 a.m. shall be defined as the Day Shift.
 - 2) Afternoon Shift: Any shift beginning between the hours of 3:00 p.m. and 5:00 p.m. shall be defined as the Afternoon Shift.
 - 3) Midnight Shift: Any shift beginning between the hours of 11:00 p.m. and 1:00 a.m. shall be defined as the Midnight Shift, and shall be known as the first 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 working weekly rotating shifts shall be eligible for shift bonus pay consisting of an annual payment of five hundred dollars (\$500.00). Payments shall be in annual installments payable the first pay period of December.

Effective July 1, 1998, this amount shall be six hundred dollars (\$600.00) and effective July 1, 1999, this amount shall be six hundred fifty dollars (\$650.00).
- B) Officers must have been assigned to work rotating shifts for at least ten (10) months out of that period to become eligible for such payment for that period. 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 (½) month or more shall be counted as a full month, less than one-half (½) month shall not be counted toward shift bonus pay.

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 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 or her representative, shall post an order prior to May 1, stating when unit members shall be called in for vacation selection.
 - 2) If choice's 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 five (5) consecutive vacation weeks 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 seven (7) days.
- 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 (½) of each employee's annual vacation time, rounded to the nearest whole day, earned after the first year of employment must be taken between July 1 and December 31, with the other half taken between January 1 and June 30. 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 seven (7) vacation days; 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.

Section 10.3 Amount of Time Off

- A) For the purposes of this Article, a week's vacation shall be defined as and consist of seven (7) working days.
- B) The amount of vacation awarded for following years of service shall be:
 - 1) One (1) through four (4) years -- Two (2) weeks
 - 2) Five (5) through nine (9) years -- Three (3) weeks
 - 3) Ten (10) years or more -- Four (4) weeks

Section 10.4 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 10.5 Advance Vacation - One (1) week may be taken as part of the first year of employment earned vacation after six (6) months of service, with permission of the Chief of Police; after first year of employment, one (1) more week for a two- (2) week total.

Section 10.6 Maximum Vacation Accumulation - An employee on written request and approval of the Chief of Police may accumulate up to a maximum of two (2) weeks vacation from the prior year and take it in the present year in addition to the number of vacation weeks to which he or she is entitled under the above schedule.

Section 10.7 Personal Leave

- A) Bargaining unit members shall be granted three (3) personal leave days 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.
- 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.

ARTICLE 11

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 an eight- (8) hour work day. Each unit member who has completed his or her probationary period, shall acquire one (1) day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) days per calendar year, to an unlimited accumulation for non-work connected illness. Probationary employees who have completed 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.

Section 11.3 Bonus Days

- A) 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 five (5) bonus days not chargeable against his or her regular sick or vacation accrual, to be used in the following fiscal year beginning July 1st.
- B) Members of the bargaining unit hired after June 9, 1989, shall earn bonus days in accordance with the following schedule:

<u>Number of Sick Days Used</u>	<u>Number of Bonus Days Earned</u>
Five (5)	Zero (0)
Four (4)	One (1)
Three (3)	Two (2)
Two (2)	Three (3)
One (1)	Four (4)
Zero (0)	Five (5)

- C) 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.
- D) 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) full 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 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 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 be considered as part of the three (3) days funeral leave, but not subject to pay. In such cases, the unit member will receive pay for working days given off as 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 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, "regular 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 twenty-five thousand dollars (\$25,000.00) 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 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, MVF-1, Master Medical Option II, together with the Preferred Provider Option commonly known as PPO. 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 City 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).
- E) Riders - The following riders and programs shall be a part of the hospitalization-medical insurance provided by the City:
- 1) Foot Surgery Predetermination Program
 - 2) Second Surgical Opinion Program
 - 3) Prescription drug rider with three dollars (\$3.00) co-pay
 - 4) The City 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.
 - 5) The drug rider plan shall be made available to all retirees as a single, separate unit with the following stipulations:
 - a) Effective May 24, 1989, any bargaining unit member retiring subsequent to this date shall receive a prescription drug rider with three dollar (\$3.00) co-pay. The City shall pay one-hundred percent (100%) of the cost of the drug rider.
 - b) 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.
 - c) 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 13.4 Benefit Offset for Retirees

- 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 mail.

Section 13.5 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.
- B) The City agrees to provide at its cost, a dental insurance program which provides the following coverages (co-insurance):
 - 1) Plan 1 - Preventative - eighty percent (80%)
 - 2) Plan 2 - General Maintenance - fifty percent (50%)
 - 3) Plan 3 - Prosthodontics - fifty percent (50%)
 - 4) Plan 4 - Orthodontics - fifty percent (50%)
 - 5) It is stipulated and agreed that the maximum combined benefit for Plans 1, 2 and 3 for any one (1) calendar year shall not exceed one thousand dollars (\$1,000.00). Plan 4 shall have a maximum lifetime per person benefit of seven hundred fifty dollars (\$750.00).
- C) 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 13.6 Optical Insurance - The City will provide bargaining unit members with the Cooperative Service Plan V Optical Program. 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 13.7 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 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 five hundred dollars (\$500.00).

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 five hundred dollars (\$500.00).

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 member 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 who 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 Day |
| 7) Labor Day | |

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 work day, the unit member working shall be compensated at time and one-half (1 ½) 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 ½).

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 ½), 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 twenty cents (\$0.20) per mile, to members of the bargaining unit. Meals shall be paid at five dollars (\$5.00) 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 ½).

- 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 ½).

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.
- E) All probationary employees are entitled to all other benefits of this Agreement unless otherwise specified.
- F) A probationary employee shall be given a fair hearing before discharge.
- G) New hirees 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.

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 twenty cents (\$0.20) per mile.

- 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 ½).

Section 23.2 Tuition Reimbursement - The City shall reimburse each bargaining unit member actual tuition expense 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 bargaining unit member must receive a "C" grade or better to be eligible for tuition reimbursement.

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 classification(s) and the establishment of wage rates for any new or changed classification(s) 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 Assignments - 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, 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.

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. Further, the City shall make available to eligible officers such texts as are necessary to prepare for the examination.
- 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.
- 5) 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

Section 32.1 Membership - Membership in the Retirement system shall be governed by Ordinance No. 327 of the City of Riverview Code of Ordinances except by this Article.

Section 32.2 Voluntary Retirement - Ordinance No. 327 of the City Ordinances states that bargaining unit members may voluntarily retire after twenty-five (25) years of service at age fifty (50), whichever occurs last. Pension benefits will not continue to accrue after a member has attained twenty-five (25) years of service at age sixty (60), whichever occurs last, at which time employer/employee contributions cease.

Section 32.3 Retirement, Death and Accumulation

- A) Bargaining unit members 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.

- B) In the event of the death of a bargaining unit member, all accrued benefits under this Agreement shall be paid to the beneficiary designated on the unit member's insurance policy.

Section 32.4 Vesting

- A) Effective July 1, 1983, bargaining unit members will have vesting provisions according to the following schedule:

<u>Years of Service</u>	<u>Percentage Vested</u>
5 years	50% vested
6 years	60% vested
7 years	70% vested
8 years	80% vested
9 years	90% vested
10 years	100% vested

- B) Eligibility to draw on the vested pension benefits begin at age sixty (60). 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 32.5 Military Time - Bargaining unit members who have served in the Armed Forces on active duty, and who have been honorably discharged, may purchase an equal number of years and months served on active duty in the Armed Forces toward their retirement at a rate which will be determined by the City's actuaries. The amount of active duty time a bargaining unit member can purchase toward his or her retirement cannot exceed six (6) years.

Section 32.6 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 32.7 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 32.8 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 City.

Section 32.9 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 32.10 Definition of Retirement and Retiree - For purposes of this Agreement, the definition of "retirement" shall mean separation from the City service with a one hundred percent (100%) vested pension benefit and entitled to an immediate pension. "Retiree" shall mean an employee who at the time of his or her separation from the City service is one hundred percent (100%) vested in his or her pension benefit and entitled to an immediate pension.

ARTICLE 33

POLICE DISPATCHERS

Section 33.1 Applicable Articles - The following Articles of this Agreement shall apply to police dispatchers:

General

Article 1 - Purpose

Article 2 - Coverage

Article 3 - Recognition of Union

Article 4 - Dues Deduction

Article 5 - Bargaining Activities

Article 6 - Other Agreements and Organizations

Article 13 - Hospitalization

Article 17 - Court Time

Article 20 - Safety

Article 24 - Leave of Absence

Article 25 - Grievance Procedure

Article 26 - Maintenance of Conditions

Article 27 - Management Rights

Article 31 - Bill of Rights

Article 34 - Duration

Section 33.2 Non-Applicable Articles - The following Articles in this Agreement shall not apply to police dispatchers:

- Article 7 - Hours of Employment, Overtime and Step-up Pay
- Article 8 - Wages, Longevity and Lunch Period
- Article 9 - Shift Scheduling and Shift Bonus Pay
- Article 10 - Vacations and Personal Leave
- Article 11 - Sick Leave, Bonus Days and Funeral Leave
- Article 12 - Job Related Injuries
- Article 13 - Life Insurance
- Article 14 - Uniform Allowance
- Article 15 - Call in Time and Minimum Hours
- Article 16 - Holidays and Holiday Pay
- Article 18 - Seniority and Probation
- Article 19 - Overtime Distribution
- Article 21 - Physical Examinations
- Article 22 - Manpower, Equipment, Ammunition and Weapons
- Article 23 - Education
- Article 28 - Departmental Promotions and Assignments
- Article 29 - Promotional Examinations
- Article 30 - Stand-By Pay
- Article 32 - Retirement

Section 33.3 Other Terms and Conditions of Employment Applicable to Police Dispatchers

A) Wages - The following wage schedule shall be in effect for the three (3) year term of this Agreement for police dispatcher:

1) Effective July 1, 1997 - three percent (3%) increase.

A	B	C	D	E	F
\$12.06	\$12.32	\$12.57	\$12.83	\$13.09	\$13.35

2) Effective July 1, 1998 - three percent (3%) increase.

A	B	C	D	E	F
\$12.42	\$12.69	\$12.95	\$13.21	\$13.48	\$13.75

3) Effective July 1, 1999 - three percent (3%) increase.

A	B	C	D	E	F
\$12.79	\$13.07	\$13.34	\$13.61	\$13.88	\$14.16

4) The steps above are in increments of twelve (12) months.

B) Probationary Employees - Any new employees, shall be considered probationary employees for twelve (12) months from the date of employment.

C) Sick Days, Bonus Days, and Personal Leave Days

- 1) Sick Days. Full time employees shall be entitled to sick time which shall be administered as follows: Each employee who has completed his or her probationary period, shall acquire one (1) day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) days per calendar year, to an unlimited accumulation for non-work connected illness. Probationary employees who have completed six (6) months of their probationary period shall be eligible to begin accruing sick leave credits for the remaining six (6) months of their first year of service. Thereafter, employees shall accrue one (1) sick day for each month of service with the City.
- 2) In the event of sickness in the last year of employment before retirement, the time used shall be deducted from the first one hundred twenty (120) days. Sick leave days can be accumulative up to one hundred twenty (120) days for retirement purposes. All accumulated time up to one hundred twenty (120) days on retirement shall be paid in cash.
- 3) Sick leave is a privilege not to be abused.
- 4) No sick days shall be extended in advance.
- 5) Bonus Days. If an employee uses five (5) days or less sick leave in any one accrual period, July 1 to June 30, he or she shall be entitled to four (4) bonus days, not chargeable against his or her regular sick and/or vacation accrual, in the following year beginning July 1st.
- 6) Employees who are going to be off sick must report their illness within fifteen (15) minutes of their normal starting times.
- 7) When absence is for more than three (3) days, the employee may, at the City's discretion, be required to file a physician's certificate.
- 8) Upon termination of employment with the City other than by retirement or death, the employee shall not be paid for unused sick days.
- 9) Personal Days. The employee shall receive two (2) personal leave days a year not to be charged against sick time or vacation time. Personal leave days and bonus days must be taken in the year they are earned unless denied by the supervisor. If denied, the days can be carried over to the following fiscal year.

D) Vacation

- 1) Police dispatchers are allowed annual vacations on the following schedule:

After one (1) year - Two (2) weeks vacation
After five (5) years - Three (3) weeks vacation
After ten (10) years - Four (4) weeks vacation
- 2) The vacation schedule is based on the fiscal year beginning July 1 of each fiscal year and vacation may be taken anytime during the fiscal year up to June 30 at the discretion of the Department Head and City Manager.
- 3) Vacation days may be taken before the start of the fiscal year for unforeseen occasions upon the discretion of the Department Head.
- 4) The City will pay the employee for his or her vacation at the end of the fiscal year if he or she has been denied his or her vacation for the benefit of the City; however, such determinations shall be made in writing by the Department Head to the City Manager or by the City Manager at least thirty (30) days in advance.
- 5) Vacations may be accumulated for two (2) years with a maximum of five (5) weeks to be taken at one time with the approval of supervision.
- 6) Vacations shall be staggered on a seniority basis so as to maintain an adequate work force.
- 7) Unused vacation shall be paid to the employee at the time of his or her separation from City employment.
- 8) Vacation periods of more than two (2) consecutive weeks must be requested in writing and must receive the approval of the Department Head and/or City Manager. (Employees who have been with the City six (6) or more months may take one week of their vacation in advance with approval of the Department Head and/or City Manager.)

E) Retirement

- 1) Membership Each permanent full-time employee, after six (6) months of service with the City, must become a member of the City's retirement system, which may be amended by the City from time to time. However, prior to the adoption of pension ordinance changes by the City Council, the Union will have the opportunity to review all changes; and no change will be made that has an adverse effect on employee contributions and/or pension benefits.
- 2) Final Average Earnings In determining pension benefits, an employee's final

average earnings is based on the employee's average base wage, overtime and longevity for their best five (5) years of the last ten (10) years prior to retirement.

- 3) Social Security Offset The Social Security offset provisions will go into effect for the bargaining unit upon adoption of the relative ordinance by the City Council.
- 4) Benefit Offset for Retirees
 - 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 ceases for the retired employee under the other health plan, the City would then resume coverage for the retired employee as defined in 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 the 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 mail.
- 5) 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.

F) Longevity

- 1) Upon completion of five (5) years of service, employees shall receive fifty dollars (\$50.00). For each additional year of service, an additional fifty dollars (\$50.00) to a maximum of one-thousand dollars (\$1,000.00) which shall be paid each year until retirement or termination of service.
- 2) Employees who become eligible to receive longevity pay shall receive such longevity increment on the first pay period following the anniversary date in which the said employee became eligible and on the first pay period after the anniversary date each year thereafter until retirement or termination of service.

- G) Jury Duty - Employees summoned to serve on jury duty or as a subpoenaed witness shall be granted the privilege of exercising good citizenship by accepting said summons. Employees required to serve on jury duty will receive full benefits, without loss of salary, while serving. No employee shall receive more than their regular daily rate of pay including compensation received for jury duty.
- H) Holidays - The employees are allowed the following holidays each fiscal year:
- | | |
|--------------------|-------------------------------|
| New Year's Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Presidents' Day | Friday after Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Good Friday | Christmas Day |
| Independence Day | Employee's Birthday |
- I) Group Life Insurance - The City shall provide for each employee fully paid group term life insurance in the amount of twenty-five thousand dollars (\$25,000.00). The City shall also provide and pay the full cost of two-thousand dollars (\$2,000.00) group term life insurance for all retired employees.
- J) Hospitalization/Medical Insurance - Police dispatchers shall be covered by the same hospitalization/medical insurance plan as are patrol officers.
- K) Optical Insurance - Police dispatchers shall be covered by the same optical program as are patrol officers.
- L) Dental Insurance - Police dispatchers shall continue to be covered by the City's dental insurance plan which provides for a fifty percent (50%) employee co-pay for Class I and II benefits and has a maximum coverage of eight-hundred dollars (\$800.00) per year.
- M) Clothing/Cleaning Allowance
- 1) Police dispatchers shall receive an annual clothing/cleaning allowance of six hundred dollars (\$600.00) payable in the first pay period in July. This allowance is to be construed as being paid for the previous year.
 - 2) New hires shall be provided with the required uniform in lieu of the payment of this allowance the first year.
- N) Disability Payments
- 1) Duty Connected Disability - When any employee receives a work connected disability as determined by the City's insurance carrier, the City's policy will be that the employee will be paid from date of injury one-hundred percent (100%) of full base pay for a period not to exceed six (6) months. The employee will turn over to the City any monies received from the City's

worker's compensation carrier.

- 2) Non-Duty Connected Disability - The City will pay eighty percent (80%) of an employee's full base pay for non-duty connected disability for a period not to exceed six (6) months. The City shall not be responsible for the foregoing disability payments if the injury is incurred in the course of other employment. The above eighty percent (80%) payments will apply only after all sick time has been exhausted with a minimum accumulation of fifteen (15) working days. This will apply only after fifteen (15) working days are accumulated. In cases where there are less than fifteen (15) working days accumulated, no payments will be made until fifteen(15) working days time has lapsed.
- 3) The unit member shall be eligible to receive the above benefits totaling no more than six (6) months in a full five (5) years period.

0) Funeral Leave

- 1) Employees will be granted three (3) working days of leave not charged to sick leave to attend the funeral of the following: Wife, Husband, Children, Mother, Father, Sister, Brother, Mother-in-Law, Father-in-Law, Grandparents and Grandchildren.
- 2) In case of death of anyone else residing in the employee's household, not more than three (3) days sick leave may be used.
- 3) Upon written request from the supervisor, an employee will submit verification of death.
- 4) Employees may request to take up to four (4) hours off work without loss of pay if the employee makes up the lost time during the pay period in which it was taken. This method of taking time off is to attend the funeral of a person not identified above and will be at the discretion of the employee's department head. If an employee is to be gone more than four (4) hours, he or she will have to draw on his or her accrued leave time in order to be paid for his or her time away from work.

P) Hours of Work - Police dispatchers shall normally be scheduled to a forty-hour week, consisting of five consecutive eight- (8) hour days which include a one- (1) hour paid lunch period. In the event the City employs additional police dispatchers, the parties will negotiate applicable shift schedules.

Q) Shift - In the event that the City shall establish three (3) shifts, the dispatcher will have the choice of selecting the shift on the basis of seniority. Further, the senior dispatcher will have the option to select a steady shift schedule. In addition, whatever hours are determined to be the day shift for Monday through Friday, the senior dispatcher will have the option to select a steady shift schedule.

ARTICLE 34

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 35

DURATION

Section 35.1 Effective Date - This Agreement shall be effective July 1, 1997, and shall remain in full force and effect to and including June 30, 2000, at 11:59 p.m.

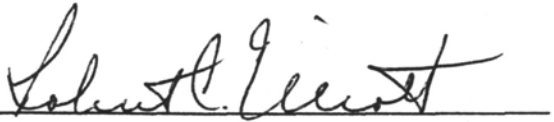
Section 35.2 Renegotiations - The parties agree that, commencing not later than April 1, 2000, they will undertake negotiations for a new Agreement for a succeeding period.

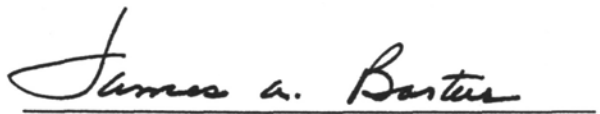
Section 35.3 Continuous Application - In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall continue retroactive to the expiration date of this Agreement, and retroactivity or retroactive application of any new Agreement, to any date, shall be a negotiable issue as between the parties.

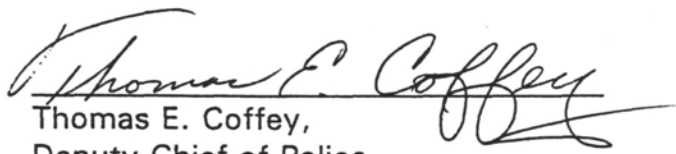
IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives on this 2nd day of March, 1998.

FOR THE CITY OF RIVERVIEW,
A MUNICIPAL CORPORATION

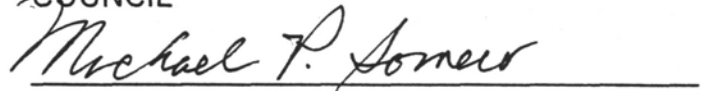

Tim W. Durand, Mayor


Robert C. Elliott, City Manager

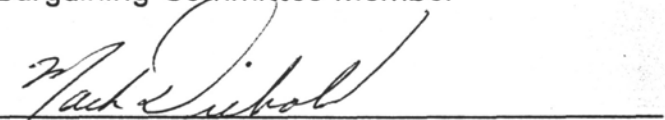

James A. Bartus, Chief of Police

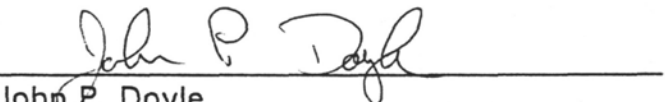

Thomas E. Coffey,
Deputy Chief of Police

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


Michael P. Somero,
Police Officers Labor Council


Don P. Ginestet,
Bargaining Committee Member


Mark Diebold,
Bargaining Committee Member


John P. Doyle,
Bargaining Committee Member

LETTER OF AGREEMENT

The City of Riverview (City) and the Police Officers Association of Riverview, Police Officers Labor Council (Union), hereby agree as follows:

- 1) That rising health care costs are of concern and that the City and Union intend to seriously address and bargain on issues of health care cost containment during the next round of negotiations for a successor Agreement.

- 2) That the City will undertake a study of the cost to provide short-term non-duty disability insurance coverage to patrol officers prior to the negotiations for a successor Agreement.

This Agreement is hereby entered into this 5th day of February, 1996.

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 is more probable than not that an employee is or has been using drugs while on or off duty.
- F) Probationary Employee - 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 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 pre-employment (post offer) medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a) Refusal to submit to a required drug test; or
 - b) A confirmed positive drug test indicating drug use prohibited by this order.

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 samples 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 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-9-carboxylic acid.
- ** Benzoylcegonine.
- + 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 only screen for drug use and the physical impact of the prior drug usage.
- 6) An employee may be allowed to use sick time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
- 7) Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief.
- 8) The employee shall be subject to the terms of this program for three (3) years after their return to work.
- 9) The employee must agree in writing that the employee may be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
- 10) Employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

LAST CHANCE AGREEMENT

RE: _____

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

Now, therefore, it is agreed that:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source and approved by the employer.
3. Employee must pass a medical and psychological examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical/psychological impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief, the employee shall be returned to the Police Department.
6. Once returned to duty, the employee will present him/herself to the Department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him/her by the rehabilitation center for a period of not more than three (3) years. Employee _____

agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives shall result in discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, employee _____ shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, employee _____ will be discharged from employment with the _____ subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

8. Employee _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and employee _____ waives any claim thereto. Benefits will be paid and will accrue in accordance with Section 18.7 of the Collective Bargaining Agreement.

9. The association will withdraw with prejudice the Grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee _____ shall release and discharge the Association and Employer from any and all claims relating to Grievance # _____ including, but not limited to, the processing and arbitration 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 _____, 19_____.

Officer

Union Representative

Police Chief

Effective Date January 1, 1998		Number G.O. 8 (amended)
Subject Manpower Requirements - Patrolmen		
Reference Uniform Patrol	Special Instructions Amends previous G.O. 8	
Distribution General	Reviewed Date	No. of Pages 1

There will be a minimum of two uniformed patrolmen on the afternoon and midnight shifts and a minimum of one uniformed patrolman on the day shift. The School Liaison Officer, when so acting, will not be counted toward this minimum. The Traffic Officer, when counted toward this minimum, will not be assigned exclusively to the traffic officer's duties.

A patrolman working in the capacity of an Acting Sergeant is considered a Sergeant for overtime purposes.

James Bartus, Chief of Police

Date

Effective Date January 1, 1998		Number G.O. #17 (amended)
Subject Manpower Requirements - Uniformed Division & Unit Determination for Overtime Purposes.		
Reference Uniform Patrol		Special Instructions Replaces Previous G.O. 17 dated April 15, 1980
Distribution General	Reviewed Date	No. of Pages 2

In keeping with previous agreements with the patrolmen union and in an attempt to clarify the manpower requirements for overtime scheduling, the following will take place on February 1, 1981.

Patrolmen: There will be a minimum of two uniformed patrolmen on the afternoon and midnight shifts and a minimum of one uniformed patrolman on the day shift. The School Liaison Officer, when so acting, will not be counted toward this minimum. The Traffic Officer, when counted toward this minimum, will not be assigned exclusively to traffic officer's duties.

A patrolman working in the capacity of an Acting Sergeant is considered a Sergeant for overtime purposes.

Command We shall attempt to have two command officers on duty at all times. However, when minimum manpower requirements are met without two command officers, this shall not apply.

Minimum Manpower: There shall be a minimum of three uniformed officers on duty during the day shift and four (4) uniformed officers on afternoon and midnight shifts.

In defining which unit to be called for overtime, you must first ascertain if the manpower requirements from both units are met.

Page 2, Cont.
G.O. #17

For example: If a lieutenant and three patrolmen are on duty for the afternoon shift, then no O.T. exists. A patrol officer will be assigned as acting sergeant for that shift.

However, if a patrol officer is off for some reason, then an O.T. situation is created. Two patrolmen are on duty, so the manpower in that unit is met. Therefore, a sergeant will be called in. A lieutenant would be called if a sergeant was on duty and the same situation arose.

Step up to Sergeant: An officer may be assigned to an acting sergeant position only if and when there is an absence of a command officer and when there are two or more patrolmen (in addition to the one assigned as A/Sgt.) working. The assignment is not automatic and is made by the shift commander at the beginning of the shift. Said officer would then be considered a sergeant for the balance of the work day.

Approved by:

James Bartus, Chief of Police

Date

Effective Date		Number
January 1, 1998		P-12 (amended)
Subject 7-3 shift		
Reference Uniform Patrol	Special Instructions Amend previous P-12	
Distribution F-1	Reviewed Date	No. of Pages 1

Effective January 1, 1980, 7-3 shift will not be pulled from their regular 7-3 shift except in cases where they would be used to fill a particular shift, for the balance of the shift; and provided they receive notice of twelve (12) hours from the end of their shift.

Personnel assigned to the 7-3 shift shall be assigned to fill vacation shifts, keeping in mind that their regular days off will not be changed.

James Bartus, Chief of Police

Date

MEMORANDUM OF UNDERSTANDING
Between the City of Riverview
and the
Police Officers Labor Council and
Police Officers Association of Riverview

It is agreed between the parties that each member of the bargaining unit as of July 1, 1997, shall be paid fifty dollars (\$50.00) in a separate check as full compensation for any payment claims that could be made regarding overtime payments made prior to July 1, 1997, with respect to the provisions of the Federal Fair Labor Standards Act. All members will sign a statement waiving any and all such possible claims prior to the \$50.00 payment being made.

Dated this _____ day of _____, 1997.

FOR THE CITY OF RIVERVIEW

Tom W. Dumas

Robert A. Christ

James A. Bastus

Thomas E. Coffey

FOR THE POLICE OFFICERS ASSOCIATION
OF RIVERVIEW - POLC

Don P. Giustol

Paul Dubois

John P. Dyk

Michael P. Arnew
P.O.L.C.