

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF DEWITT, MICHIGAN

(referred to as “the Employer” or “the City”)

and

CAPITOL CITY LABOR PROGRAM

(referred to as “the Union”)

July 1, 2025 – June 30, 2028

## TABLE OF CONTENTS

PURPOSE AND INTENT .....	1
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 UNION SECURITY .....	1
ARTICLE 3 UNION BARGAINING COMMITTEE.....	2
ARTICLE 4 RIGHTS OF THE CITY .....	3
ARTICLE 5 SPECIAL MEETINGS .....	4
ARTICLE 6 GRIEVANCE PROCEDURE.....	4
ARTICLE 7 ARBITRATION .....	5
ARTICLE 8 WORK STOPPAGES .....	6
ARTICLE 9 SENIORITY .....	6
ARTICLE 10 LAYOFF AND RECALL.....	8
ARTICLE 11 LEAVES OF ABSENCE.....	9
ARTICLE 12 HOURS OF WORK AND PASS DAYS.....	12
ARTICLE 13 VACATIONS .....	17
ARTICLE 14 HOLIDAYS .....	19
ARTICLE 15 INSURANCE AND PENSION.....	19
ARTICLE 16 UNIFORMS AND EQUIPMENT .....	22
ARTICLE 17 CLASSIFICATIONS AND WAGES .....	22
ARTICLE 18 MISCELLANEOUS .....	23
ARTICLE 19 ALCOHOL AND CONTROLLED SUBSTANCE TESTING.....	25
ARTICLE 20 PROMOTIONS.....	27
ARTICLE 21 DURATION.....	28

## AGREEMENT

This Agreement entered into on the date set forth below, by and between the CITY OF DEWITT, MICHIGAN, hereinafter referred to as the "Employer" or "City" and the CAPITOL CITY LABOR PROGRAM, INC., hereinafter referred to as the "Union."

### PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, and conditions of employment.

### ARTICLE 1 RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the City hereby recognizes the Union, for the duration of this Agreement, as the exclusive representative for the purpose of collective bargaining with respect to rates pay, wages, hours of employment, and other conditions of employment for all employees employed by the City in the following-described unit:

All full-time police officers and corporals, but excluding the Chief, part-time employees, supervisors, confidential employees and all other employees of the City.

### ARTICLE 2 UNION SECURITY

Section 2.0. Union Membership. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

Section 2.1. Checkoff.

- (a) During the life of this Agreement, the Employer agrees to deduct from the pay of each member of the bargaining unit the Union's dues subject to all of the following subsections.
- (b) The Union shall obtain from each of the members of the bargaining unit a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that

- (c) subject or any interpretations made thereof.
- (d) All checkoff authorization forms shall be filed with the City Clerk who may return any incomplete or incorrectly completed form to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.
- (e) The Employer shall checkoff only obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if they have duplicated a checkoff deduction by direct payment to the Union.
- (f) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.
- (g) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of deductions so made once they have been sent to the Union.
- (h) Deductions for any calendar month shall be remitted to the Treasurer of the Union.
- (i) The Union shall provide at least thirty (30) days' written notice to the City Clerk of the amount of Union dues to be deducted from the wages of the City employees as in accordance with this Section. Any change in the amounts determined will also be provided to the City Clerk at least thirty (30) days prior to its implementation.

### ARTICLE 3 UNION BARGAINING COMMITTEE

Section 3.0. Bargaining Committee. The Bargaining Committee of the Union shall include not more than two (2) employees of the DeWitt City Police Department. The Bargaining Committee may also consist of one (1) non-employee Union representative to be appointed by the Union. The Union will furnish the City with a written list of the Union's Bargaining Committee prior to the first (1<sup>st</sup>) bargaining meeting and substitution changes thereto, if necessary.

Section 3.1. Lost Time. One (1) City employee member of the Union Bargaining Committee will be paid for the time spent in negotiations with the City, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over, but only for straight time hours that employee would otherwise have worked had that employee worked his regularly scheduled shift. The employee eligible for compensation under this Section shall be the person designated by the Union at the beginning of bargaining, and the individual so designated may not be charged under this Section unless the designated person leaves the employ of the Department or is physically incapacitated.

Section 3.2. Union Leave. The City shall provide, for one employee elected representative by the bargaining unit or Capitol City Labor Program, up to forty (40) hours of paid time off annually, not to exceed one per quarter, to conduct union business, including attendance at functions such as meetings, continuing education, conventions, or conferences. Provided, however, the employee's attendance does not create overtime and the Chief of Police shall be given reasonable written notice prior to the time of such leave of absence.

ARTICLE 4  
RIGHTS OF THE CITY

Section 4.0. Rights.

- (a) The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities through its duly elected or appointed representatives. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments, and their locations; to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; to maintain its operations as in the past and prior to the recognition of the Union; to study and use improved methods and equipment and assistance from non-employee sources; and in all respect to carry out the ordinary and customary functions of the Employer; provided that these rights shall not be exercised in violation of any specific provisions of this Agreement.
- (b) The City shall also have the right to promote, assign, transfer, suspend, discipline, and discharge for just cause, layoff and recall personnel; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.
- (c) The Union hereby agrees that the Employer retains shole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.
- (d) The City shall post within the Police Department any positions available within the Department.
- (e) The City may adopt a bi-weekly pay schedule to commence on or after January 1, 2007.

ARTICLE 5  
SPECIAL MEETINGS

Section 5.0. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or subtract from the provisions of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

ARTICLE 6  
GRIEVANCE PROCEDURE

Section 6.0. Grievance Definition. For purposes of this Agreement, a “grievance” shall mean a complaint filed by an employee covered by this Agreement or the Union concerning the application or interpretation of this Agreement as written.

Section 6.1. Grievance Procedure. All grievances, except for those involving discharge or disciplinary suspension, shall be handled in the following manner:

Step 1. If an employee has a grievance, the employee may, within five (5) days of the occurrence of the event which gave rise to the grievance, discuss the issue with the Police Chief. If the matter is not resolved at the time of this meeting, the employee shall within five (5) days submit the grievance in writing to the Chief. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the provision of this Agreement alleged to have been violated, and state the contention of the employee or Union with respect to such provision(s), indicate the relief requested, and be signed by the Union Representative and employee(s) affected. The Chief shall give his answer to the Union Representative within five (5) days after receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the City Administrator within five (5) days following receipt of the Chief’s answer in Step 1. The City Administrator shall give an answer to the Union Representative within five (5) days after receipt of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Mayor within five (5) days following receipt of the City Administrator’s answer in Step 2. The Mayor shall give an answer to the Union Representative within five (5) days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be appealed by submitting the grievance to the DeWitt City Council within five (5) days following receipt of the Mayor’s answer in Step 3. Within ten (10) days after the grievance has been

appealed, a meeting shall be held between representatives of the City and the Union. The City representatives shall be the DeWitt City Council. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The City shall place its written answer on the grievance and return it to the Union Representative within ten (10) days after the meeting.

Section 6.2. Grievance Form. The grievance form shall be mutually agreed upon.

Section 6.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the City, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

Section 6.4. Time Computation. Saturday, Sunday, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6.5. Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 3 of the Grievance Procedure within five (5) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

Section 6.6. Written Warnings. Written warning shall be subject to binding mediation. Counseling notations, either oral or written, will not be considered discipline.

Section 6.7. Discipline. Discipline should be positive, developmental, and progressive in nature, and shall be for just cause. Any discipline taken against an officer shall be in writing and shall specify the charges resulting in such discipline. The employee shall have the opportunity to meet with the Union Representative at the time notice of discipline is received and the Union Representative shall be present if so requested by the employee at the time of the disciplinary action. Disciplinary actions shall remain in the employee's personnel file thirty six (36) months after the incident.

## ARTICLE 7 ARBITRATION

Section 7.0. Arbitration Request. If the grievance is not satisfactorily resolved in Step 4 of the Grievance Procedure, the Union may request arbitration by notifying the Mayor in writing within fifteen (15) days after receipt of the City's answer in Step 4 and thereafter, filing a request for an arbitration panel with the Federal Mediation and Conciliation Service with a copy sent to the other party. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the City's last disposition.

Section 7.1. Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties

shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternatively striking a name. The last remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 7.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall on determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside his jurisdiction under this Agreement. The arbitrator recognizes that the City is governed by certain laws of the State of Michigan and that the City exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed with such laws.

7.3. Arbitrator's Decision. The arbitrator's decision shall be final and binding on the City, Union, and employee; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction if it is alleged that the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or other unlawful action.

## ARTICLE 8 WORK STOPPAGES

Section 8.0. No Strike Clause. The parties to this Agreement mutually recognize that the services performed by the employee covered by this Agreement are services essential to the public health, safety, and welfare. The Union therefore, agrees until termination of this Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City, as long as this Agreement is in force.

Section 8.1. Violations of No Strike Pledge. Any employee who engages in any activity prohibited by Section 8.0 shall be subject to such disciplinary action as the City deems appropriate, up to and including discharge.

## ARTICLE 9 SENIORITY

Section 9.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service as a full-time employee with the DeWitt City Police Department commencing with his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's entry into the classification. The application

of seniority shall be limited to the preferences specifically recited in this Agreement. For purposes of calculating benefits only, seniority shall include the employee's continuous service with the City of DeWitt as a full time or regular part time employee.

Section 9.1. Probationary Period. All new full-time employees shall be considered probationary employees for a period of six (6) months beginning with the date they achieve full time status. If the City wishes to extend the probationary period of any employee, the City may do so for an additional period not to exceed six (6) months by giving notice and the reasons therefor to the employee. After the employee has completed his probationary period and any extension thereof, his seniority shall be as of his last date of hire. Until an employee has completed his probationary period and any extension thereof, he may be laid off or terminated at the City's discretion without regard and without recourse to this Agreement.

Section 9.2. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union during the first (1<sup>st</sup>) month of the year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.3. Loss of Seniority. An employee shall lose his seniority and his employment relationship with the City shall terminate for any of the following reasons:

- (a) the employee resigns or quits;
- (b) the employee is discharged or terminated and such action is not reversed;
- (c) the employee retires;
- (d) the employee has been on layoff status for a period of time equal to the employee's seniority at the time of layoff or eighteen (18) months, whichever is less;
- (e) the employee fails to return to work with two (2) days of the specified time upon expiration of a non-sick leave of absence, vacation, recall from layoff or disciplinary suspension, unless otherwise excused;
- (f) the employee is absent from work for a non-sick reason, for two (2) consecutive days without prior notice to the Chief, unless a satisfactory reason for such absence is given;
- (g) the employee is convicted of a felony, misdemeanor punishable by more than ninety (90) days, or a traffic offense involving OUIL, impaired, or reckless driving;
- (h) the employee is declared mentally incompetent by a Probate Court;

- (i) the employee makes an intentional and materially false statement on the employment application, on an application for an unpaid leave of absence or on any other official police report.

Section 9.4. Seniority and Benefit Accumulation. An employee shall retain seniority while on all approved leaves of absence unless otherwise specifically provided in Article 11 of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences. Paid leave time (sick leave and annual leave) shall not accrue while an employee is on any form of unpaid leave of absence.

Section 9.5. Part-Time Employees.

- (a) Part-time employees shall not be used if layoff from the same type of position results in less than four (4) full-time employees being actively employed. A full-time employee who declines to return to work on a part-time basis shall not lose his seniority under Section 9.3.
- (b) The City agrees that it will not use part time employees in excess of sixty (60) hours per week during the periods of the Project Team and otherwise fifty (50) hours per week without the consent of the Union except when a full time employee is absent due to training, vacation, or leave of absence, or in situations where said part time employees are only being used temporarily until a vacant position is filled. The hours spent by a part time officer in court or an administrative hearing and time spent in training will not be counted in the sixty (60) or fifty (50) hour limitation. This provision is intended to cover situations where an officer's activity during the shift necessitates that the officer remain on-duty until a matter has been satisfactorily handled, such as policing a traffic accident, transporting a person under arrest, completing a related report, *etc.* This provision is not intended to apply to a situation where a part-time officer works longer than his or her scheduled shift to provide additional coverage or to fill in for an absent employee.
- (c) Part time employees shall not work on any holiday in lieu of regularly scheduled full time employee unless the full time employee is excused from working the holiday at his request or he fails to report for work.
- (d) If a bargaining unit member requests time off and no part-time employee is available to cover that shift, the shift hours may be offered to bargaining unit members by seniority before the request for leave time is denied.

ARTICLE 10  
LAYOFF AND RECALL

Section 10.0. Layoff. All reductions in the workforce shall be accomplished in the following manner:

- (a) No permanent or probationary full time employee shall be laid off from his position in the Police Department while any part time employees are serving in the same type of position in the Department;
- (b) The first (1<sup>st</sup>) employee to be laid off shall be the employee with the least classification seniority in the classification affected. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority;
- (c) Upon being laid off from his classification, an employee who so requests within three (3) days of the notice of layoff shall, in lieu of layoff, be demoted to a lower classification in the Department; provided, however, that he has more seniority than the employee who he is to replace and he has the experience, training, and ability to perform the required work;
- (d) Employees who are demoted in lieu of layoff shall initially be paid at the same salary step in the rank for the lower positions to which they were demoted.

Section 10.1. Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification in order of their classification seniority when the workforce is to be increased, provided that the employee has not lost his seniority.

Section 10.2. Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, failure to respond within seven (7) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility list.

## ARTICLE 11 LEAVES OF ABSENCE

Section 11.0. Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to sixty (60) days' leave of absence without pay. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the City, nor shall seniority accumulate beyond that point. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Chief. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and any employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the City.

Section 11.1. Paid Sick Leave. Employees shall earn and be granted sick leave of absence under the following conditions:

- (a) Sick leave credits shall be earned at the rate of eight (8) hours per month.

- (b) Sick leave benefits may not be taken in units of less than one-half (1/2) hour, except when used to supplement third party benefits as provided in Section 11.1(i)
- (c) Employees may use paid sick leave time for any purpose permitted by the Earned Sick Time Act (ESTA), MCL 408.934, as amended.
- (d) Within fifteen (15) days of the absence, the City may request documentation substantiating the sick leave of three (3) or more days if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing such leave benefits. The Employer shall cover the cost of any out-of-pocket expense(s) incurred by the employee in obtaining substantiating documentation required by the Employer. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline which may include discharge.
- (e) Employees whose employment status is severed forfeit all accrued sick leave benefits.
- (f) An employee taking sick leave shall inform their immediate supervisor of the fact as soon as practicable. Where an employee's need for sick leave is foreseeable (*e.g.*, doctor's appointments or medical procedures), the employee may be required to comply with the applicable Employer policy regarding advance notice. Such policy on foreseeable sick leave may not require the employee to provide more than seven (7) days advance notice.
- (g) Employees shall not be allowed to accumulate more than 500 hours of sick time. An employee that has reached the maximum 500 hours shall be paid 50% of the accumulated earned unused hours for the current year on or about December 1, at the employee's current rate of pay. An employee that has not reached the maximum 500 hours may elect to be paid 50% of the accumulated earned unused hours for the current year at the employee's current rate of pay on or about December 1 with the remaining 50% of unused sick time to be applied to the accumulation of banked hours until the 500-hour maximum has been attained. Alternatively, the employee may elect to bank the entire accumulated earned unused hours for the current year, so long as the 500-hour maximum is not exceeded.
- (h) Employees receiving third party benefits (*e.g.*, workers' compensation or disability benefits) shall have these benefits supplemented in order that they may receive their regular (full) salary by drawing upon accumulated sick leave or annual leave credits. This supplement shall be sufficient to ensure that the employee receives an amount equal to the employee's regular rate of pay when added to the third party benefit. Employees who supplement third party benefits with accumulated leave credits shall be considered to be on an approved sick leave until all accumulated leave credits are exhausted. Employees on paid sick leave shall continue to accrue seniority and receive all benefits normally provided by the City.

- (i) The Employer will pay to an employee who retires, or to the beneficiary of an employee who dies, accumulated and unused sick leave up to a maximum of five hundred (500) hours in accordance with the following schedule:

<b>CONTINUOUS YEARS OF SERVICE</b>	<b>PERCENTAGE PAID</b>
At least 15 But Less Than 20	50%
At Least 20	100%

Section 11.2. Unpaid Sick Leave. Sick leave shall be granted automatically upon application from the employee for illness or injury after an employee’s sick leave has been exhausted, subject to the City’s right to require medical proof of disability. An employee may be on sick leave (paid or unpaid) for a period of not more than fifteen (15) consecutive months or the employee’s seniority, whichever is less, and seniority shall not continue beyond that time. The City may request as a condition of continuance of any unpaid sick leave proof of continuing disability. In situations where the employee’s physical or mental condition reasonably raise a question as to the employee’s capability to perform the employee’s job, the Employer may require medical examination by a physician of its choosing and at its cost and, if just cause is found, require the employee to take a sick leave under Section 11.1 or this section, as appropriate. Unpaid sick leave is intended to include periods of time during which paid leave credits have been exhausted and an employee is receiving lost wages from a third party (e.g., workers’ compensation, disability insurance, no-fault insurance, etc.). Any former employee in good standing who is on unpaid sick leave for more than fifteen (15) consecutive months will receive priority consideration for any part time or full time position open within the department.

Section 11.3. Military Leave. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable state and federal statutes regarding re-employment upon termination of military service and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfied the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the City in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee’s scheduled departure.

Section 11.4. Funeral Leave.

- (a) An employee shall be granted up to five (5) consecutive calendar days’ leave to make arrangements for and attend the funeral in the event of death of the employee’s current spouse, or a child or parent (including a person who acted as a legal guardian). An employee who loses work from his regularly scheduled hours shall receive his regular rate of pay for such lost time. The Chief of Police may approve additional leave for this purpose for up to seven (7) additional days.

- (b) An employee shall be granted up to three (3) consecutive calendar days' leave to attend the funeral when death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. For purposes of this paragraph, immediate family shall mean the employee's sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Such leave shall be extended to four (4) days if the employee must travel more than one thousand (1,000) miles round trip to attend the funeral. In the case of the death of any other relative or a close friend, the employee shall be allowed time off with pay for up to one (1) day in order to attend the funeral.

Section 11.5. Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed three (3) personal days' leave of absence with pay on his anniversary date of hire. There shall be no accumulation or carry-over of such a leave day from one calendar year to another unless mutually agreed. Requests for a personal leave day of absence must be made to the Chief or his designee seven (7) calendar days in advance of the day requested; provided, however, that the Chief, in his discretion, may, if possible, shorten the notification period if necessary arrangements can be made by the Department. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department.

The Chief shall not unreasonably deny the right to carry over or accumulate personal days in situations where a legitimate request to use a personal day was denied because of interference with the performance of the Department's services. An employee shall not be entitled to use more than three (3) personal leave days in one (1) year.

Section 11.6. Family and Medical Leave. Although the City does not have any employees who are eligible for leave under the Family Medical Leave Act (FMLA), the City agrees that bargaining unit members who have completed one (1) year of service and who have worked at least 1,250 hours for the City during the previous twelve (12) months will be contractually entitled to the substantive provisions of the Family Medical Leave Act. Bargaining unit members are required to give notice of the need for leave in the same manner as required by the FMLA. The City will calculate an employee's available leave based upon a rolling year as defined in the FMLA. Bargaining unit members must use all accrued paid leave credits before going on an unpaid FMLA leave status. This section shall be interpreted in a manner which is consistent with the remainder of this article. Violations of this article do not give rise to a cause of action under the FMLA but shall be resolved solely through the grievance procedure.

## ARTICLE 12 HOURS OF WORK AND PASS DAYS

Section 12.0. Workweek. The normal two (2) week pay period shall consist of:

eighty-four (84) hours of seven (7) twelve (12) hour shifts ; or

eighty (80) hours of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift.

Section 12.1. Workday. A workday shall be defined as a twelve (12) hour shift in a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift, whether twelve (12) hour shift or eight (8) hour shift. For purposes of overtime premium pay, this definition shall not apply where:

- (a) An employee's regular shift is changed at his/her request.
- (b) The employee's regular shift has variable starting times; provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.
- (c) Due to the nature of school scheduling, the Project Team (or any other name generally recognized by the schools) officer's workday/shift schedule shall, by necessity, be different than the work schedule as described in this section. Said schedule shall be subject to scheduling consistent with school requirements which shall not increase departmental overtime. If any Project Team assignment is to be longer than twelve (12) weeks, the parties will meet to determine a mutually agreeable extension. No full-time employee shall be required to change shifts arising from any shift change by the Project Team Officer.

Section 12.2. Pass Day Definition. "Pass Day" is defined as a scheduled day off granted to the employee pursuant to the provisions of this Agreement.

Section 12.3. Mandating on Pass Days. Normally an employee shall not be required to work a period of more than seven (7) consecutive days without intervening pass days. If an employee is required by the Employer to work more than seven (7) consecutive days, the employee shall be compensated at the rate of time and one-half (1 ½) for each hour worked on consecutive days in excess of such seven (7) days.

Section 12.4. Work Schedule.

Employees shall be assigned to work a schedule that consists of shifts as follows:

12 Hour Shifts	Days:	7:00 A.M. to 7:00 P.M.
	Nights:	7:00 P.M. to 7:00 A.M.
8 Hour Shifts	Days:	7:00 A.M. to 3:00 P.M.
	Nights:	11:00 P.M. to 7:00 A.M.

Eight (8) hour shifts shall only be selected on Tuesday, Wednesday, and Thursday. The time of the start and finish of any eight (8) hour shift may be changed by mutual agreement of the Chief of Police and affected employee(s).

Working days shall be based on a fixed rotating schedule (commonly referred to as the "Pitman Schedule"). In every two (2) week pay period, employees shall have a work week

(inclusive of weekends) consisting of two consecutive (2) days on, two (2) consecutive days off, and three (3) consecutive days on; immediately followed by a work week consisting of two (2) consecutive days off, two (2) consecutive days on, three (3) consecutive days (Friday, Saturday, Sunday) off.

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Hours</u>
<u>Week 1</u>	<u>Work</u>	<u>Work</u>	<u>Off</u>	<u>Off</u>	<u>Work</u>	<u>Work</u>	<u>Work</u>	<u>60/56</u>
<u>Week 2</u>	<u>Off</u>	<u>Off</u>	<u>Work</u>	<u>Work</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>24/20</u>

Section 12.5. Shift Selection. Subject to the terms of this Article, employees will bid for shifts among other employees in the bargaining unit. Shifts will be selected in seniority order two (2) times per year beginning with the first bid period of six (6) cycles, then the next bid period of seven (7) cycles. Shift selections will be posted two (2) times per year; thirty (30) days prior to the first six (6) cycles and thirty (30) days prior to the next seven (7) cycles. The Employer shall permit employees to select shift (days or nights) and rotation by no later than fourteen (14) calendar days after the posting. The shift and rotation selection process shall be open insofar as employees shall have the ability, at the time of selection, to view the selection of other employees. Shift and rotation assignments shall be posted within fourteen (14) calendar days of the completion of the selection period.

Prior to the release of each twenty-eight (28) day schedule cycle, each employee shall also elect whether to work either an eighty (80) hour or eighty-four (84) hour pay period.

Employees may, with fourteen (14) calendar days prior written notice signed by both employees, request to trade all or a portion of any remaining bid period. The Chief of Police will not unreasonably deny requests to trade all or a portion of any remaining bid period. Requests to trade all or a portion of any remaining bid period may be denied in circumstances where it results in overtime compensation, or where it is utilized to circumvent the seniority bid process.

In the event the number of officers in the bargaining unit ever increases to five (5) or more, the Employer may establish an afternoon shift that would be filled by members of the bargaining unit, by seniority. The establishment of an afternoon shift under this paragraph, however, may not result in the reduction of the number of day and night shifts established by Section 12.4, or create overtime.

In the event the Employer establishes a position which will primarily perform duties other than routine patrol (e.g., community policing, investigation, etc.), the Employer may assign the person holding that position to hours outside of the regular day, afternoon (if applicable) and night shifts established by this Agreement. Assignments to such a position, however, shall be made by seniority.

Section 12.6. Shift Changes. If any officer resigns or leaves the department, a more senior officer will be allowed to fill the opening if requested by the employee at the end of the twenty-eight (28) day schedule cycle.

Section 12.7. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must have the prior approval of the Chief or his/her designated representative.

The Employer will ordinarily distribute overtime opportunities equally among full-time employees qualified and eligible to work the assignment in an attempt to equalize overtime actually worked over a twelve (12) month period beginning January 1<sup>st</sup> of each year. On January 1<sup>st</sup> of each year the overtime equalization will be reset and the highest seniority officer will be the first eligible officer on the list. Insofar as practical, on each occasion where overtime opportunities arise, it shall be offered to the employee within the classification who has worked the least number of hours of overtime at the time the assignment becomes available. If the employee does not accept the assignment, the employee with the next fewest number of overtime hours worked shall be offered the assignment. This procedure shall be followed until all eligible employees have been offered the assignment. In the event two (2) or more employees have the same number of hours of overtime worked, the tie shall be broken by seniority.

The Employer shall not be required to offer the following overtime opportunities by equalization:

- (a) Overtime needs identified during the regular scheduling process wherein full shift road patrol coverage is required at the discretion of the Employer. These opportunities shall be offered to eligible employees in classification seniority order.
- (b) Road patrol coverage assignments of four (4) hours or less in conjunction with an employee's regularly scheduled shift. In the event the assignment is four (4) full hours, it shall be offered two (2) hours to the employee currently on duty and two (2) hours to the employee scheduled to report for duty for the upcoming shift. If one of the eligible employees is unavailable for a two (2) hour portion, the full four (4) hour shift may be offered to the other employee, either the on-duty employee or the employee scheduled to report for duty. If both employees are unavailable, the full four (4) hour shift shall be offered, and if necessary, mandated on the employee on-duty.
- (c) Emergencies. (As used herein, "emergency" shall be defined as an unforeseen circumstance or combination of circumstances that pose an imminent threat to property or to the safety, health, and/or welfare of the public insofar as it creates, or may reasonably create, a situation that exceeds the capacity of necessary and available staffing).

Section 12.8. Overtime Premium Pay.

- (a) Time and one half (1 ½) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eighty-four (84) hours in any pay period.
- (b) Time and one half (1 ½) the employee's straight time regular rate shall be paid for all hours actually worked in excess of scheduled hours in any one work day, subject

to the definitions stated in Section 12.1 above. This shall include the Employer requiring an Employee who has elected an eighty (80) hour pay period to perform work in excess of eight (8) hours on their eight (8) hour workday.

- (c) Time and one-half (1 ½) the employee's straight time regular rate shall be paid for all hours worked while assigned to a special event outside of their regularly scheduled shift.
- (d) There shall be no pyramiding or duplication of overtime premium pay of court time.
- (e) In lieu of overtime payment, employees may elect to accumulate overtime as compensatory time up to a maximum of one hundred (100) hours at any given time. An employee may only elect to receive either overtime pay or compensatory time for overtime hours worked in one day. Compensatory hours will accumulate at time and one-half (1 ½) the overtime actually worked. The compensatory time shall be taken at times that are mutually agreeable to the employee and the Chief (of the Chief's designee). Permission to use compensatory time will not unreasonably withheld by the Employer.

Section 12.9. Trading Pass Days. With twenty-four (24) hours' notice to the Chief of Police or designee, employees may voluntarily trade pass days in the same pay period with another employee. Requests to trade pass days shall be approved by the Chief of Police unless the Department can demonstrate a compelling operational justification for denial, provided the affected employees each work a total of eighty-four (84) hours within the applicable two (2) week pay period. In the event of any conflict arising from the trading of pass days between employees, the Pittman schedule shall control and resolve the specific conflict. Once any trade(s) of pass days has been agreed upon between two (2) employees and approved by the Chief of Police, such trade shall not thereafter be modified absent mutual agreement of both involved employees and the Chief of Police.

Section 12.10. Court Time.

- (a) If an officer is subpoenaed into court on a criminal offense (including traffic offense) or has to go to court in order to validate a criminal complaint warrant, the officer shall be paid (if off duty) at the rate of time and one-half (1 ½) the officer's hourly rate of pay, with a minimum of two (2) hours' payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep any statutory mileage fee for court appearances (which fee shall not be made a part of any overtime compensation under this Agree), but the officer shall turn back to the City any statutory witness fee.
- (b) Time and one half (1 ½) the officer's rate of pay shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's office, Probate Court appearances, License Appeal Board hearings, City Attorney conferences, and Liquor Control Commission hearings) which occur beyond the

officer's normal duty shift, with a minimum of two (2) hours' payment at overtime rates, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact number of hours or portion thereof worked. The officer shall keep (and any such sum so retained shall not be included in the officer's overtime compensation paid hereunder) any mileage allowance the officer receives in connection with these types of proceedings, but the officer shall turn back to the Department any statutory witness fee.

Section 12.11. Call-Back and Call-In Pay. Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours' pay at time and one-half (1 ½) their straight time regular rate. The provisions of this Section do not apply to extension of shift situations. Consistent with the Department's needs, the Chief will endeavor to assign overtime under this Section according to seniority on a rotating basis.

ARTICLE 13  
VACATIONS

Section 13.0. Vacation Schedule. All full time employees with seniority who shall have worked during the period establishing their vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they shall have worked the required and qualifying number of hours as set forth in the Section below:

<b>At the conclusion of:</b>	<b>Hours Paid vacation credited:</b>
6 months	40
1 Year	60
2 Years	80
3-4 Years	100
5 Years	120
10 Years	160
15 Years	180
20 Years	200

Section 13.1. Vacation Eligibility. In order to be eligible for the full vacation benefit in this Article, the employee must have actually worked for the Department during the year immediately preceding the employee's anniversary date a total of at least eighteen hundred (1,800) [nine hundred (900) hours for vacation after six (6) months]. For purposes of this section, hours worked include holiday pay and paid vacation time, but does not include paid or unpaid sick leave. If the employee fails to qualify for a full vacation benefit because insufficient hours were worked during the anniversary year, the employee shall receive prorated vacation time based upon the employee's years of service and hours worked during the anniversary years. If the employee receives pro rata vacation pay of 50% or less, the employee is not entitled to schedule that time off until at least six months after the employee's anniversary date. Vacation pay and leaves may not be accumulated from year to year.

Vacation Credit for New Hires. Notwithstanding the above, upon recommendation of the Chief of Police and approval of the City Manager, a newly hired employee who has prior experience as a full-time Michigan Commission on Law Enforcement Standards (MCOLES) certified Police Officer may receive a one-time vacation credit of up to eighty (80) hours to be used in the employee's first year of employment. Vacation hours provided under this provision shall be applied toward the forty (40) hours of vacation an employee is entitled to upon completion of six (6) months of service, as outlined in Section 13.0 above.

Section 13.2. Vacation Scheduling.

- (a) Vacation leave shall be granted to employees covered by this Agreement by the Chief and such vacations will be granted at such times which will not unreasonably interfere with the efficient operation of the Police Department, with due regard for the express preference of the employee covered. Seniority shall be observed if all vacation requests for a particular period cannot be honored. An employee may choose to be paid up to, but not more than, 40 unused hours of vacation time before the end of any anniversary year. In addition, an employee may choose to roll over up to, but no more, 40 hours of unused vacation time to the next anniversary year. The payout and rollover options are both applicable up to the maximum hours for each.
- (b) A vacation roster shall be posted no later than December 1<sup>st</sup> for next calendar year. An eligible employee may, to the extent of his/her unused vacation, take at least two (2) vacation periods each year. Vacations shall be taken in increments of at least one (1) day not to exceed fourteen (14) days unless mutually agreed upon by the employee and the Chief. Approval shall not be unreasonably withheld. Employees in a given job classification on a given shift shall select their desired vacation dates by seniority. A final vacation list shall be prepared by the Chief or designated representative and posted no later than January 1<sup>st</sup> of each year.
- (c) If an employee is called in to work or is subpoenaed to appear in court during a scheduled vacation, the employee shall be paid time and one half (1 ½) for the hours so worked with a minimum of two (2) hours' compensation, and said compensation shall be in addition to the vacation pay for the same period; provided, however, all attempts have been made to change the court date.
- (d) Upon proper termination of employment, earned but unused vacation will be included in termination pay.

ARTICLE 14  
HOLIDAYS

Section 14.0. Holidays. All full time employee occupying job classifications covered by this Agreement shall receive twelve (12) hours pay at their straight time regular rate or, at the employee's election, twelve (12) hours of compensatory time, exclusive of all premiums for each of the following recognized holidays that the employee does not work:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
President's Day	New Year's Eve Day
Labor Day	

Section 14.1. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday, unless otherwise excused;
- (b) The employee must not be on a layoff or a leave of absence;
- (c) The employee must not be suspended for disciplinary reasons; provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;
- (d) An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay.

Section 14.2. Holiday Work. Employees who work on the holidays listed in section 14.0 shall receive two and one-half (2.5x) their straight time regular rate of pay for all hours actually worked on the holiday. Full-time employees scheduled to work on a holiday may, with prior approval of the Chief, be excused from work at their request if part-time employees are available to work their shifts, in which case the employee will receive straight time pay only.

Section 14.3. Holiday During Vacation. Holidays falling within an employee's vacation period shall be paid, but no additional time off shall be granted.

ARTICLE 15  
INSURANCE AND PENSION

Section 15.0. Hospitalization Insurance.

- (a) During the term of this Agreement, the City agrees to pay the required premiums for providing each existing employee's health insurance coverage, including dependent coverage, under the Physician's Health Plan in effect at the signing of this Agreement. The City agrees to pay the required premiums for single-person coverage for a bargaining unit member hired by the City after this Agreement becomes effective. If the new bargaining unit member desires two-person or family coverage, the City and the employee will split evenly the cost of the additional coverage. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same. In addition, the City will provide up to \$500 or \$1,000 per calendar year for each employee in a medical reimbursement plan as determined by the employee and communicated in writing to the Employer's Plan Administrator on or before December 7 of each year for the subsequent year. If nothing is communicated or is not timely communicated to the City, the contribution will be \$1,000 for the applicable calendar year.
- (b) The parties recognize that the City of Dewitt has elected to come into compliance with the provisions of Public Act No. 152 of 2011 (MCL 15.561 et seq) by compliance to Section 3 thereof, MCL 15.563. Accordingly, the parties agree that for the remainder of the calendar year 2012, on and after the date of execution of this Agreement, each employee will contribute \$68.71 per pay period toward the Physicians Health Plan monthly premium by payroll deduction. Provided, however, that each employee electing the \$500 rather than the \$1,000 annual City contribution to the medical reimbursement plan will, for the period of that \$500 contribution, contribute \$49.48 per pay period toward the Physician's Health Plan monthly premium by payroll deduction. The parties further agree that this average amount shall be recalculated annually beginning on January 1, 2013 and thereafter during the term of this contract consistent with the State Treasurer determination of the City's maximum payment amount permitted for each coverage category for medical benefit plan. After that determination has been made, the City shall aggregate the contributions required by each member for the coverage of that member, total the same, and divide by the number of employees in the unit to obtain the monthly contribution required of each employee for each month of the 2013 year. This same process shall be utilized each calendar commencing year for the calculation of the employee contribution for that year.
- (c) The Parties agree that during the term of this Agreement the City may open for further negotiations the health insurance coverage as part of consideration of a city wide coverage changes affecting all full time employees. It is understood that each affected collective bargaining unit must agree to coverage change.

Section 15.1. Dental Insurance. During the term of this Agreement, the City agrees to pay the required premiums for each employee, including dependent coverage, under the City's dental insurance program, which now shall include the new program (Type I 100%, Type II 80%, Type III 50%). The Employer reserves the right to select or change dental insurance carriers, provided the level of benefits remains substantially the same.

Section 15.2. Insurance Premiums. The City will not pay insurance premiums for hospitalization or dental insurance beyond the first full month of the employee being on an unpaid leave of absence or on lay-off.

Section 15.3. Term Life Insurance. During the term of this Agreement, the City will provide full-time employees with term life insurance, including accidental death, in an amount equal to the employee's base annual salary.

Section 15.4. Retirement.

- (a) The City shall provide bargaining unit members with coverage under the Municipal Employees Retirement System (MERS) Plan B-4 (F50/25). Beginning July 1, 2022, and for each year of the contract thereafter, the contribution will remain 8.5%. For purposes of final average compensation (FAC) calculation, overtime hours shall be capped at 100 hours.
- (b) A retiree who retires with 25 or more years of service to the City and who has reached the age of 50 shall be allowed to participate in any group insurance plan which the City offers to its active employees. The City agrees to contribute up to \$450 per month (not to exceed the actual cost of the covered retiree). The spouse of the retiree shall be permitted to participate in the group insurance plan at retiree's expense only if the spouse does not have health insurance available through employment or prior employment.
- (c) In addition, the City will contribute 1% of gross wages, that shall be matched by the employee, to a MERS Health Care Saving Plan for use upon retirement.
- (d) Employees hired on or after July 1, 2015, will be covered by the MERS Hybrid Plan FAC3. The Plan will include a defined Benefit Formula of one and one-quarter percent (1.25%). Employees do not contribute to the Defined Benefit Plan. In addition, overtime will not be included in determining compensation eligible for pension contribution. The normal retirement age shall be fifty-five (55) years with twenty-five (25) years of service. The Plan includes a six (6) year vesting. There is no cost of living adjustment. Service credit may not be purchased. This Defined Benefit Hybrid Plan is not subject to subsequent modification. In addition, there will be a Defined Contribution Plan wherein the Employer will contribute three percent (3%) of base pay, and new employees will contribute at least three percent (3%) of base pay. If the total Employer contribution costs exceed ten percent (10%), that excess amount shall be subtracted from the Employer's three percent (3%) contribution to the Defined Contribution Plan. That same percent reduction in Employer contribution shall be a mandatory increase in employee contribution. This Plan will include a five (5) year cliff vesting schedule. The Defined Contribution Plan may be modified by the parties subsequent to adoption.

The ten percent (10%) Employer cost cap shall be raised to twelve and one-half percent (12.5%) when the Police pension group is 75% to 85% funded and

to fifteen percent (15%) when it is funded at 85% to 100%. These cap limitations are applicable whether funding percentages increase or decrease.

Section 15.5. False Arrest Insurance. The City shall, during the term of this Agreement, continue to affect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement. The City will notify the Union of any increases in coverage limits. The City will assume the payment of any deductible under this section if the City is held liable by a court of competent jurisdiction.

Section 15.6. Disability Insurance. The employees of this bargaining unit shall be eligible for and will receive short term and long term disability plan benefits in existence on June 30, 2006, along with any future improvements to the plan benefits.

## ARTICLE 16 UNIFORMS AND EQUIPMENT

### Section 16.0. Uniforms and Equipment.

- (a) The City shall provide such uniforms and equipment as the City shall determine are necessary, subject to the reasonable rules for the use, preservation, and care of such uniforms and equipment.
- (b) The City agrees that shoes and boots are part of the uniform complement to be provided by the City for full time employees. The City agrees to provide each employee \$300 per year toward the purchase of equipment.

Section 16.1. Dry Cleaning. The City shall provide a maximum of \$250.00 per year for each full time employee for the cleaning of City uniforms.

Section 16.2. Vests. The City will provide each full time police officer with a vest. The vests will remain the property of the City. The vests will be of a brand which is agreeable to the unit and the City with wrap around side protection and officer's choice of hard or soft trauma plate. The City will replace or recondition vests according to the manufacturer's specifications.

Section 16.2. Body Worn Cameras. The City shall abide by Policy Number 41, Video Recording System, for all bargaining unit employees required by the City to wear or utilize a body worn camera or similar audio/video recording device. If the City changes this Policy during the term of this Agreement, the City will provide advance notice to the Union and an opportunity to discuss the effects of any changes to the Policy.

## ARTICLE 17 CLASSIFICATIONS AND WAGES

Section 17.0. Wages. Listed in Appendix A and incorporated herein are the wages for the classifications covered by this Agreement. Employees shall advance to the next step on the wage schedule, if applicable, on the anniversary date of their hire.

Section 17.1. Education Bonus. Education compensation shall be paid to each police officer covered by this Agreement on the last pay day of the City's fiscal year. The education compensation shall be: \$200.00 for an Associate Degree, \$350.00 for a BS/BA, and \$400.00 for a master's degree. Officers covered by this agreement will be paid only the amount for the highest earned degree. This compensation shall in no way affect the hourly or annual wage rates reflected in Section 17.0 and is not to be used for the purpose of calculating overtime compensation or other hourly rates.

Section 17.2. FTO Pay. Field Training Officers shall receive one (1) hour of compensatory time per day during the periods of time that any training takes place with a newly hired officer.

## ARTICLE 18 MISCELLANEOUS

Section 18.0. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 18.1. Gender. The masculine pronoun, wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 18.2. Legal Representation. The City will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his police duties and responsibilities for the City, provided that notification is immediately given to the City that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

Section 18.3. Medical Arbitration. Before an employee absent from his duties for ten (10) consecutive days returns to work, he may be required by the City to provide verification that he is fit again to perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work and the City is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the City, one of whom shall be selected by the employee, and the third by the two physicians so named. The costs of this report shall be shared equally by the City and the employee. The provisions of this Section shall also apply to disputes under Section 11.2.

Section 18.4. Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Chief must be obtained before any employment or work is undertaken if such work or employment is to be on other than an irregular or occasional basis and will not be unreasonably denied. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer or otherwise have permission of the Chief.

Section 18.5. Residency. Prior to completion of their probationary, all full time employees must reside within twenty (20) miles from the nearest City limit of the City of DeWitt. The employee may file a written request with the Police Chief to extend the residence requirement by increasing the mileage distance from the City limits. The Police Chief, with the approval of City Council, may grant a mileage extension.

Section 18.6. Training. Mandatory training for bargaining unit employees will be determined at the discretion of the Chief and may cover such topics as firearms, first-aid, criminal laws and procedures, and others as determined by the Chief or Michigan Commission on Law Enforcement Standards (MCOLES). Attempts will be made to provide the mandatory training during and employee's regularly scheduled shifts. Those officers scheduled to attend outside of their regularly scheduled shift will be compensated at the rate of one and one-half (1-1/2) the employee's regular straight time rate. Should an employee be assigned a training day outside the city limits on a day the employee would otherwise have been scheduled to work, the duration of which is less than that of their regularly scheduled shift, the employee shall nonetheless be compensated for the full number of hours corresponding to their regularly scheduled workday.

The City shall pay the necessary cost of any training or additional licensing that, during the duration of this Agreement, becomes required by the Employer, law, or other governing or regulatory agency, for any active employee covered by this Agreement to maintain his/her current position.

Section 18.7. Payroll Deduction. The City agrees that it will make arrangements for payroll deduction to a financial institution selected by the City if such payroll deductions are compatible with the City's computer system.

Section 18.8. Rules. The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees. If the Union takes issue with a new rule, it shall not be subject to the Grievance Procedure until implemented but may be subject to a special conference.

Section 18.9. Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null or void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 18.10. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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 nor removed by law from the area of collectible bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 they negotiated or signed this Agreement.

Section 18.11. Ethics. The Union acknowledges that the City of DeWitt has adopted Ordinance Number 113, entitled “Code of Ethics for Public Servants of the City of DeWitt.” The parties agree that bargaining unit members shall comply with and be bound by this ordinance as public servants of the City of DeWitt.

Section 18.12. Emergency Manager. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under said Act.

## ARTICLE 19 ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Section 19.1. Use of Alcohol and Controlled Substances. Because of the nature of the work performed by members of the bargaining unit and the public trust which they hold, the Union recognizes that employees must not report to work while impaired by the consumption of alcohol or use illicit controlled substances. If an employee’s immediate supervisor has reasonable cause to believe that an employee has reported to work while impaired by the consumption of alcohol or has recently used an illicit controlled substance, and this observation is confirmed by the Chief of Police or the City Administrator or, in the absence of the Chief of Police and the City Administrator, their designee, the employee may be required to submit to a chemical test for the presence of alcohol or illicit drugs.

The Union Representative shall be notified immediately whenever any employee is required to report for a chemical test.

Section 19.2. Testing Standards. The test performed for the presence of alcohol or illicit controlled substances shall be the least intrusive test available under the circumstances, shall be at the Employer’s sole expense, and shall occur without loss of pay to the employee unless the test confirms that the employee reported to work while impaired by the consumption of alcohol or an illicit controlled substance.

For purposes of this section, impaired by the consumption of alcohol shall mean a blood alcohol level of .04% or more, as determined by a blood test. The Employer has the right to require an employee to undergo testing for alcohol consumption by using a breathalyzer. The breathalyzer test will be performed in the presence of a third party who is a certified breathalyzer operator when possible. If the breathalyzer result is in the favor of the employee, no further testing shall be requested by the Employer. If the breathalyzer result is not in favor of the employee, a blood test shall be administered. An employee who is ordered to undergo testing for alcohol consumption under Section 1 above may request that a preliminary breath test (PBT) be administered. If the PBT result is in favor of the employee, no further test shall be requested by the Employer. If the PBT result is not in favor of the employee, a breathalyzer or blood test shall be administered. No employee shall be required to take a preliminary breath test (PBT).

Reporting to work while impaired by an illicit controlled substance shall mean a level as determined by a urinalysis which exceeds standards promulgated by the National Institute on Drug Abuse (NIDA.) All positive tests for illicit controlled substances shall be confirmed by gas chromatography/mass spectrometry (GC/MS) testing procedures in order for the test results to be used against the employee in any way.

Section 19.3. Testing Procedures. Whenever a urine sample is requested for purposes of performing a chemical test, the specimen shall be split. One portion shall be analyzed as set forth in Section 2. The second portion shall be retained and frozen. If the first sample is positive, the employee and the Union shall have the right to have the split sample analyzed by a NIDA-approved laboratory of its choosing without cost to the Employer. The Employer will cooperate in facilitating the second testing in any way possible, including assisting with transportation of the sample to the designated laboratory.

Section 19.4. Employee Assistance. No employee who has a drug or alcohol problem and who requests assistance from the Employer shall be subject to discipline as a result of this disclosure. The Employer will assist such an employee in any way possible to obtain necessary help or treatment, including the granting of an appropriate leave of absence in order to allow the employee to be treated and rehabilitated. Nothing in this section is intended to make an employee immune for misconduct which is committed before an employee reports a drug or alcohol problem to the Employer but which is not discovered until after the reporting occurs.

Section 19.5. Test Results as Evidence. As a precondition to admitting any drug or alcohol test into evidence in any disciplinary proceeding, the arbitrator shall first determine that there was reasonable cause to request the test and that appropriate safeguards were followed by the Employer, or on the Employer's behalf, to ensure the integrity of the testing process, the accuracy of the results, and the privacy of the employee being tested.

Section 19.6. Refusal to Submit to Testing. If the Employer requires an employee to undergo a drug or alcohol test on the basis of reasonable cause and the employee refuses, the employee may be disciplined or discharged for insubordination, provided that the Employer has complied with the provisions of this Article with respect to the employee in all respects.

ARTICLE 20  
PROMOTIONS

Section 20.1. Purpose. The purpose of this Article is to establish a promotional procedure for the position of Sergeant within the DeWitt City Police Department.

Section 20.2. Notification.

- (a) Notice of examination for promotion to the position of Sergeant shall be posted a minimum of seven (7) calendar days prior to the written examination date, with testing being administered between forty-five (45) and sixty (60) days from the date of the posting. Notification shall be posted in a conspicuous place within the Department. Internal candidates will have seven (7) calendar days from the posting to submit letter of intent to apply.
- (b) If there are less than two (2) internal candidates, the City may post externally.

Section 20.3. Testing. Only full-time employees with at least five (5) years' experience as an MCOLES certified police officer, of which a minimum of one (1) year must be with the City of DeWitt Police Department, as of the date of the notice of examination shall be eligible for promotion.

- A. Written Examination. The City shall proctor a written examination appropriate to the level of knowledge (departmental, operational, legal, policies and procedures, *etc.*) necessary to hold the position. The City shall make study material available to all applicants. The written examination shall account for forty (40%) of the entire testing procedure. Employees shall have the right to examine the results of their own examination.
- B. Oral Board Examination. The oral board panel shall consist of two separate interviews. The first interview panel shall be comprised of two (2) members appointed by the Chief of Police, who shall be law enforcement officers from agencies outside the County holding the rank of at least Lieutenant at his/her respective agency. The second interview shall be conducted by the Chief of Police and City Administrator. The oral board examination process shall account for fifty percent (50%) of the entire testing procedure.
- C. Seniority. Employees eligible for promotion shall receive one (1) seniority point for each year of service with the City of DeWitt Police Department with a maximum of ten (10) points. Seniority shall account for no more than ten percent (10%) of the entire testing procedure.

Section 20.4. Scoring Weight. Promotional procedure scores shall be based upon a written examination, oral board examination, and seniority. The weight/point values assigned to each shall be as follows:

- (a) Written Examination – 40 points.
- (b) Oral Board – 50 points.
- (c) Seniority – 10 points.

Section 20.5. Promotional Roster. For each promotional vacancy, the Chief of Police shall promote the highest scoring employee to the rank of Sergeant.

Section 20.6. Probation. Commencing with the first full pay period following promotion, the promoted employee shall be paid at a step in the pay range for the classification of Sergeant that reflects an increase from the promoted employee’s present rate of pay. Employees promoted to the rank of Sergeant shall be on probation for a period of thirty (30) working days immediately following promotion. During such probationary period, the Chief may demote the employee with good reason to the employee’s former police officer classification or the employee may request, in writing to the Chief, to be demoted and returned to the employee’s former position.


ARTICLE 21  
DURATION


Section 21.0. Termination. This Agreement shall remain in force until 12:01 a.m. July 1, 2028, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60<sup>th</sup> day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

IN WITNESS WHEREOF, the parties have executed this agreement of the 26<sup>th</sup> day of August 2025.


**THE CITY OF DEWITT:**

**CAPITOL CITY LABOR PROGRAM:**

  
\_\_\_\_\_  
Sue Leeming  
Mayor

  
\_\_\_\_\_  
Michael Nunham  
Division President

  
\_\_\_\_\_  
Daniel Coss  
City Administrator

  
\_\_\_\_\_  
Ben Murdock  
Division Director



---

Bryan Curtis  
Chief of Police



---

Bradley Richman  
Director, CCLP

Approved as to form:

---

Michael Blum, *Esq.*  
City Attorney



---

Jeffery S. Donahue, *Esq.*  
CCLP Legal Counsel

APPENDIX A – WAGE RATES

Effective July 1, 2025, base wages for patrol officers shall be increased in accordance with the following schedule:

	Start	Year 1	Year 2	Year 3	Year 4
July 1, 2025 to June 30, 2026	\$27.44	\$28.81	\$30.82	\$32.69	\$34.62
July 1, 2026 to June 30, 2027	\$28.26	\$29.67	\$31.74	\$33.67	\$35.66
July 1, 2027 to June 30, 2028	\$29.11	\$30.56	\$32.69	\$34.68	\$36.73

Any bargaining unit member occupying the position of corporal shall receive an annual stipend in accordance with the following schedule and subject to the terms set forth in a memorandum of understanding dated October 18, 2004 (attached). Corporal stipend \$450 effective as of July 1, 2015.

The above stated rates are minimums. If the employer wants to pay over the stated wage rates based on experience in other similarly situated employment or military time served, the employer will meet and discuss with the Union.