

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DEWITT CHARTER TOWNSHIP

-AND-

CAPITOL CITY LABOR PROGRAM (CCLP)

Non-Supervisory Police Officers

Effective January 1, 2024 to December 31, 2026

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AGREEMENT

THIS AGREEMENT is by and between the **DeWitt Charter Township**, as established under Public Act 359 of 1947, as amended (the “Employer” or “Township”) and the **Capitol City Labor Program, Non-Supervisory Unit, DeWitt Township Police** (the “Union”).

PURPOSE AND INTENT

It is the Purpose and Intent of the Agreement to assure sound and mutually beneficial working conditions and economic relationships between the parties hereto; to promote the mutual interests of the parties and to provide for the operations of the services provided by the employee.

To provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to provide to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance or interruption of services. The parties to this Agreement will cooperate fully to achieve these purposes and have reaffirmed in this Agreement their commitment under federal, state and local laws relating to fair employment practices.

ARTICLE 1 – RECOGNITION

The DeWitt Charter Township recognizes the Capitol City Labor Program as the exclusive bargaining representative for all full-time Non-Supervisory Police Officers employed with the DeWitt Township Police Department, excluding the Chief of Police and all other employees, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

Section 1. To the extent the laws of the State of Michigan permit, it is agreed that:

(1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues.

(2) The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in this Article.

(3) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of the newly-hired bargaining unit employee(s) and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees.

(4) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. Written authorization must be in the form of a signed and completed Authorized Dues Deduction Card.

(5) Employees may resign their Union membership at any time by notifying the Union and Township in writing.

(6) Deductions for any calendar month shall be remitted to the Union. If a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

(7) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(8) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

(9) The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this Article of the Agreement.

ARTICLE 3 – BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will not include more than two (2) employees of the DeWitt Township Police and may not include more than one (1) non-employee representative and one (1) representative from the Capitol City Labor Program (provided however, that no more than one (1) such employee shall be on duty during bargaining or other sessions). The Union will furnish the Township Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. Employee members of the bargaining unit will be paid for the time spent in negotiations with the Township in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift.

Section 3. Except for the following, no pay shall be received for time spent in accordance with this Article if the employee is not scheduled to work. An employee participating in contract bargaining in accordance with Section 1 above for at least six (6) hours on a given day and whose scheduled work shift begins after the negotiating session terminates, shall be allowed four (4) hours off with pay at the end of that shift.

ARTICLE 4 – MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees 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 Township's premises. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of or to the Township.

ARTICLE 5 – MANAGEMENT RIGHTS

DeWitt Charter Township retains the sole right to manage its business subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement. Such rights of management shall not be subject to the grievance procedure. It is understood, however, that the Union may grieve over the reasonableness of promulgated rules.

ARTICLE 6 – DISCIPLINE & INTERNAL INVESTIGATIONS

Section 1. Just Cause. All disciplinary action for non-probationary employees shall be for just cause. Any employee who has been disciplined pursuant to this Section may appeal such action through the grievance procedure.

Section 2. Progressive Discipline. The principles of corrective and progressive disciplinary action shall be used for non-probationary employees. The parties agree that progressive discipline may not be appropriate in circumstances of serious misconduct.

Section 3. Notice. Such notice shall cite the specific incident and/or department rule or regulation, and/or department policy and procedure, and/or appropriate law which the non-probationary employee is alleged to have violated. Whenever notice or need for corrective action or other formal written discipline is issued, a copy shall be given to the employee and the Union for non-probationary employees.

Section 4. Pre-Investigatory Interview Disclosure. The Employer shall provide employees with notice of the allegations and known basic facts of any incident prior to questioning as part of any internal investigation, and inform employees, to the extent known at the time, whether the investigation is focused on the employee for potential charges (either disciplinary or criminal) or if the Employee is to be interviewed as a witness. If the Employer seeks to obtain a verbal or written statement from an Employee concerning potentially criminal behavior or conduct, the Employee shall be notified of their Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against the Employee in subsequent criminal proceedings).

Section 5. Representation. Any employee questioned during or part of any type of hearing, investigation, interview, and/or questioning where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation. If a representative is not immediately available, the Township shall grant the employee a reasonable amount of time to obtain Union representation prior to questioning unless the delay prejudices the Township and alternative representation is available.

Section 6. Administrative Leave. The Employer shall have the right to place an Employee on Administrative Leave while conducting an investigation into any matter pertaining to alleged Employee misconduct. During any period of administrative leave, the Employee shall remain on the payroll. At the sole discretion of the Employer, the Employee may or may not retain all Township equipment. Administrative Leave shall not be considered discipline.

Section 7. Prior Discipline. Any discipline, less than termination, and including verbal counseling and verbal reprimands shall be removed from the Employee's personnel file after three (3) years at the request of the employee. Discipline more than 3 years old cannot be used in any manner for progressive discipline purposes.

Section 8. Release of Confidential Information. The Township, Department, or its employees, may not release, publish, disclose, or divulge, except where expressly compelled by law, the details of, or record(s) related to, any complaint determined to be unfounded or unsustainable. Should the Employer, either in its discretion or by law, release information related to discipline issued to an employee, photographs or videos containing the employee's image or likeness, or issue any public statement or press release regarding an employee's on-duty conduct, shall first notify the affected employee(s) prior to the release of the information.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a reasonably and sensibly founded claim of a violation of any of the terms of this Agreement, including disciplinary actions up to and including discharge for non-probationary employees. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

Section 2. An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

STEP 1. The Grievance shall be reduced to writing by the employee and presented to the Chief of Police or the person acting in said capacity within ten (10) days after the grievant knew or should have known of the occurrence of the matter aggrieved, in order to be a proper matter for the Grievance Procedure. The grievance shall be dated and signed by the aggrieved employee and shall set forth the acts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The Grievance shall not be considered submitted until the Chief of Police or the person acting in their capacity received the written

grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the employee or their representative and the Chief of Police to discuss the grievance. The Chief of Police will then answer the grievance in writing within seven (7) days from the dates of the meeting at which the grievance was discussed.

STEP 2. If the answer of the Chief of Police is not satisfactory, the employee or the Union may submit said grievance within ten (10) days of receipt of the answer of the Chief of Police to the DeWitt Township Manager. In the event the Township does not have a position of Manager, the grievance shall be forwarded to the Township Supervisor. The grievance shall not be considered submitted until the Manager/Supervisor or the person acting in their capacity receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the employee, their representative and the Manager/Supervisor to discuss the grievance. The Manager/Supervisor will then answer the grievance in writing within seven (7) days from the dates of the meeting at which the grievance was discussed.

STEP 3.

- a) If the answer of the Manager/Supervisor or designee is not satisfactory, the employee or the Union may submit said grievance within ten (10) days of receipt of the answer of the Manager/Supervisor or designee to the DeWitt Township Board or a committee of said Board appointed for that purpose. Said grievance shall indicate the reasons why the written answer of the Manager/Supervisor or designee is unsatisfactory and a meeting to discuss the grievance shall thereupon be scheduled within two (2) weeks of the receipt by the Township of said grievance. The participants of said meeting shall be no more than two (2) Union representatives and their legal counsel, the Chief of Police, Manager/Supervisor or designee, the Township Board or committee, and the Township attorney. The committee for the Township Board or its designee shall have twenty (20) days to answer the grievant in writing of their decision, unless one or more of the Township officials are unavailable and notice is given to the Unit Representative and/or the grievant. In the event members of the DeWitt Township Board or committee are unable to agree on the final decision of the grievance or in the event said decision is unsatisfactory to the employee, said grievance may be submitted for arbitration within fifteen (15) days after the committee or Township Board has answered such grievance. Arbitration shall be demanded by sending a Notice of Intent to Arbitrate to the Township Manager within the fifteen (15) day time period above.

Upon receipt of Notice of Intent to Arbitrate, the parties will attempt to agree upon the selection of an arbitrator. If they are unable to agree within fifteen (15) calendar days, the Union shall, within that fifteen (15) calendar days of the date of its notice, submit the grievance to the Michigan Employment Relations Commission (MERC) and request a panel of arbitrators consistent with MERC process and procedure. Upon receipt of the panel, the parties shall promptly meet and select an arbitrator from the panel provided by each alternately striking names therefrom until only one name remains.

After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The rules of the Michigan Employment Relations Commission shall apply with respect to the procedure for the arbitration hearing. The decision of the arbitrator shall be rendered within thirty (30) days. The decision shall be final and binding on the parties and the employee(s) involved, except however that the decision of the arbitrator may be challenged if it exceeds the Arbitrator's jurisdiction or is otherwise unauthorized by law.

The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

The Arbitrator's fee, travel expense(s), the filing fee and the cost of any room or facilities shall be borne equally by the parties.

- b.) The Union's representatives may meet for one half (1/2) hour immediately preceding said grievance meeting.

Section 3. The employee shall be permitted to be present at all meetings and arbitration hearings scheduled in accordance with this Article.

Section 4. A grievance not appealed to the next higher Step within the time limit shall be deemed permanently denied. If the Employer (or representative) fail to respond within the time limit, the grievance shall automatically be advanced to the next Step. The Union shall provide written notice to the Employer it considers the Employer to have missed a timeline.

Section 5. Saturdays, Sundays and holidays, as provided in this Agreement shall not be counted in regard to time limitations and dates for submission of grievances, appeals, answers et cetera.

Section 6. Any non-probationary employee aggrieved by disciplinary action resulting in time off without pay or discharge shall file said grievance within ten (10) days after notification of said action directly with the DeWitt Township Board of Trustees or the Township Manager acting on their behalf.

ARTICLE 8 – LIMITATIONS ON POWERS OF ARBITRATOR

Section 1. Except where expressly limited by this Article, an Arbitrator shall be empowered, after due investigation, to make a decision in cases of alleged violations of the terms of this Agreement.

Section 2. The powers of the arbitrator are limited as follows:

1. Changes in Agreements: The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement.

2. Wage Rates: The Arbitrator shall have no power to establish wage scales, or change any wage.
3. The Arbitrator shall have no power to substitute, amend, add to, alter, change or modify the provisions of this Agreement and their decision shall be limited to the application and interpretation of the above and to the specific issue presented.

ARTICLE 9 – ELECTION OF REMEDIES

Section 1. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 10 – SENIORITY

Section 1. Seniority shall mean the status attained by continuous length of service with the DeWitt Township Police Department from the date of hire, after the successful completion of the probation period.

Section 2. The Township shall maintain a roster of bargaining unit employees, arranged according to seniority, showing name, position, classification, and seniority date, and shall furnish a copy to the Union at the first of each year, or as soon as practical each year.

Section 3. It is understood that shift preference shall be allowed based upon bargaining unit seniority except where otherwise required by the need of the Department.

Section 4. All employee benefits shall begin upon their date of hire or as otherwise provided for in this contract.

ARTICLE 11 – PROBATIONARY PERIOD

Section 1. When an employee is hired or rehired in the unit, the employee shall be considered a probationary employee until they have completed one (1) year of work. The Union may represent probationary employees only for rates of pay, wages, and number of hours of employment.

Section 2. An employee is presumed to have completed their probationary period and obtained regular status at the end of one year. An employee's probation may be extended one (1)

time for a period not to exceed ninety (90) calendar days at the option of the Employer. Written notice of such extension and the reason(s) therefore shall be given to the affected employee, with a copy to the Union, no less than fourteen (14) calendar days prior to the end of the established probationary period.

Section 3. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of their last date of hire; provided, however, that if an employee is absent from work for any reason, their probationary period shall be extended by a period equal to the duration of such absence.

Section 4. The Employer shall defend, indemnify and save the Union harmless against any and all claims, lawsuits or other forms of liability filed by a probationary employee against Union for failure to represent the employee during the probationary period for disciplinary matters including discharge from employment.

ARTICLE 12 – LAY-OFF AND RECALL

Section 1. Order of Layoff. When there is a reduction in the workforce due to a layoff, employees shall be laid off in reverse order of seniority with part-time/temporary employees being laid off first, then probationary employees being laid off before non-probationary employees.

Section 2. Notice of Layoff. Employees to be laid off shall be given prior written notice.

Section 3. Order of Recall. Employees shall be recalled from layoff according to seniority, provided the employee can perform the available work.

Section 4. Length of service or time worked on probationary status shall not be considered in the determination of seniority status for the purpose of recall, unless the employee had successfully completed his probationary period and had attained regular status prior to layoff.

Section 5. Upon recall, the employee's seniority date shall be the same as his most recent hiring date.

Section 6. The Township shall not be required to recall any employee who was on probationary status at the time of layoff.

Section 7. Employees who have been laid off and who, within five (5) calendar days after notice by certified mail to the last known address, fail to respond as directed or who decline recall shall be presumed to have resigned and their names shall be removed from the seniority list.

Section 8. It is not the intent of the Township to hire part-time personnel. However, it is the understanding that in the event a millage proposal is defeated (or not renewed) or, if Federal and

State Revenue Sharing is reduced or eliminated, and as a result thereof, it is necessary to reduce the work force through lay off of an employee(s), the Township shall offer part-time employment, if any, first to laid off bargaining unit members or the bargaining unit shall have the option of reducing its members' hours in scheduling based on the discretion of the Chief of Police on scheduling.

If such laid off employee(s) decline part-time employment or the Chief of Police decides it is not feasible to reduce the bargaining unit's schedule of hours, the Township shall have the right to hire part-time patrol persons to work, to the extent previously offered to laid off employee(s). However, if the laid off employee(s) accept part-time employment in lieu of lay off, such employee shall be paid at their regular wage per hour at the time of lay off, for hours worked, but without other contractual benefits—specifically:

- a. Health Insurance, Dental Insurance and/or other Insurance Programs
- b. Retirement, Pension, Sick Days, Holiday Pay, Leave Days of all types and Vacation

Wages offered to new part-time personnel shall be that of a starting Patrolman in DeWitt Township or that of the highest paid part-time Patrolman in Clinton County, without fringe benefits, whichever is less.

ARTICLE 13 – LOSS OF SENIORITY

An employee shall lose their status as an employee and their seniority if:

- The Employee resigns or quits;
- The Employee is discharged for just cause and is not reinstated;
- The Employee retires;
- The Employee is absent from work, including failure to return to work at the expiration of a leave of absence, vacation or disciplinary suspension for three (3) working days without notifying the Chief of Police, or their designated representative, except when the failure to notify and work is due to circumstances beyond the control of the employee, which must be satisfactorily verified;
- If an employee is continually unemployed by the Township for a period equal to or greater than their seniority but in no case less than twenty-four (24) months;
- The employee is off work and unable to perform their job duties for twenty-four (24) consecutive months because of personal illness or injury or work-related illness or injury.

- The Employee fails to return to work within five (5) working days after notice of the recall from layoff has been received by certified mail to their last known address on official Township personnel records;
- The Employee is convicted or pleads guilty or no contest to a felony, or a non-traffic misdemeanor which results in served jail time;
- The Employee intentionally falsifies an employment record or employment application.

ARTICLE 14 – RETURN TO BARGAINING UNIT

Any employee who leaves the bargaining unit shall not accumulate bargaining unit seniority during said period of absence.

ARTICLE 15 – REPRESENTATION

Section 1. The Township agrees to recognize one (1) Bargaining Unit President and one (1) Bargaining Unit Vice President, each of whom shall be an employee and designated by the Union. The Bargaining Unit President shall be allowed reasonable release time for the purposes of the investigation, presentation, and resolution of grievances as established in the Grievance Procedure. The Vice President shall take the place of the Bargaining Unit President in their absence. The Union shall designate to the Township, in writing, the Bargaining Unit President and the Bargaining Unit Vice President.

Section 2. During regular working hours, the Bargaining Unit President shall be permitted reasonable time to address Bargaining Unit concerns, provided it does not unduly interfere with the Department operations or the duties and responsibilities of any bargaining unit employee(s).

Section 3. Access to Premises. The Township shall allow a Capitol City Labor Program Representative access to Township premises to confer with Unit Representatives and employees, providing the representative first confers with the supervisor in charge, and their presence does not interfere with Departmental operations. Additionally, the Union shall be permitted to schedule and hold meetings on the Employer's property so long as such meetings are not disruptive to the efficient operations of the Department. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied.

ARTICLE 16 – HOURS AND RATES OF PAY

Section 1. Road Patrol Officers covered hereby are required to be on duty either a minimum of ten (10) hours during each scheduled working day or a maximum of twelve (12) hours during each scheduled work day, except as excused by the Chief of Police. The Department may assign non-road patrol employees to eight (8) hour shifts when it best meets the needs of the Department. Such hours as defined above shall include a one (1) hour lunch break for officers required to carry

a radio with them and be "on call" during lunch. Other employees covered hereunder who receive a period for lunch shall not be compensated for said period.

In the event that Officers work a twelve (12) hour schedule, the normal pay period shall consist of eighty (80) hours in a two (2) week period with one eight (8) hour shift. The normal work week shall not contain more than three (3) consecutive twelve (12) hour work days without a day of rest. Schedules shall be posted two weeks in advance, any changes made to the posted schedule with less than two weeks notice shall result in pay at one and one-half (1½) times the affected employee's hourly rate of pay unless the change was agreed to by all of the parties involved.

Section 2. Employees covered hereunder shall be paid at an hourly rate for their work according to the pay schedules incorporated within this Contract.

Section 3. Employees shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for time worked beyond their regularly scheduled working day. Overtime is to be paid in the same pay period said overtime hours are worked.

Section 4. Court. Officers required to appear in court during off-duty hours (including District, Circuit and Probate Courts, also License Appeal Board Hearings and appearing at the Prosecutor's Office for obtaining warrants) shall be compensated by the Township at the rate of one and one-half (1-1/2) times the hourly rate of said officer for the time spent at Court. In no event shall any officer receive less than the equivalent of three (3) hours of compensation, at time-and-one-half or compensatory time, provided there is an intervening period between the officer's last shift and his/her appearance under this Section of at least one (1) hour. The officer must turn in the "Court Time Reimbursement Slip" for compensation under this Section. Officers required to seek warrants at the Prosecutor's Office and/or required to validate said warrants during off-duty time shall be compensated under this Section. Officers shall apply to the Court for witness and/or mileage fees and deposit same to the Township.

Section 5. Call Back. Officers called back to duty during unscheduled periods shall be compensated a minimum of one (1) hour at time and one-half (1-1/2) provided the employee is not returned to perform a duty they should have performed during their tour of duty.

Section 6. Compensatory Time. Employees shall be allowed to accumulate, at their option, comp time at the rate of one and one-half (1 ½) times in lieu of being paid for overtime worked. In no event may said comp-time accumulation exceed ninety (90) hours. The use of comp time shall not cause overtime. The Township shall pay officers for unused comp-time down to thirty (30) hours once a year. This payment by the Township shall be in the form of a separate lump sum check and take place during the first full week of December of the year. The wage used for calculation shall be the officer's current wage at the time of the payoff.

Section 7. If an employee is assigned by the Police Chief to work a higher classification, the employee shall be paid at the higher rate for all hours so assigned.

ARTICLE 17 – VACATIONS

Section 1. All regular full-time employees shall earn vacation based upon their seniority in accordance with the following schedule:

<u>Completion of:</u>	<u>Vacation Credit</u>
6 months	32 hours
1 year	80 hours
2 years	96 hours
3 years	115 hours
4 years	121 hours
5 years	130 hours
7 years	135 hours
10 years	152 hours
11 years	160 hours
12 years	168 hours
20 years	176 hours
25 years	184 hours

Section 2. Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Section 3. The Township shall keep a record of vacation time earned and shall schedule vacation leave to accord with operating requirements and, insofar as possible, with the written request of the employee, seniority has preference.

Section 4. Vacation time will be paid to employees who separate employment for any reason, provided that the employee has successfully completed their probationary period and provides two (2) weeks' written notice prior to resignation or retirement. Employees shall receive one hundred percent (100%) for all unused vacation time and will receive a one hundred percent (100%) prorated payment for vacation time earned since their last anniversary date.

Section 5. Full-time employees shall be allowed to carry over up to eighty (80) hours of vacation from one year to the next.

ARTICLE 18 – HOLIDAYS

Section 1. Each employee covered by this Agreement shall be eligible for and receive holiday compensation in the amount of eight (8) hours per the following declared holidays at the employee's then current rate of pay. Such compensation shall be paid in a separate lump sum check in the first full week of December of each year.

Declared Holidays	
New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Section 2. Employees will be compensated at time and one-half (1½) for every regularly scheduled hour worked on any declared holiday. Employees that work shifts that span more than one calendar day will receive this holiday pay for any scheduled shift that begins on the holiday even though it may end on another day. Employees that start a scheduled shift on a non-holiday but complete the shift on the holiday would not receive the holiday pay. Employees ordered to work on a declared holidays shall receive double time for all hours worked on the holiday. There shall be no pyramiding of overtime. The separate holiday lump sum check shall not be construed as pyramiding of overtime. Upon voluntary separation of employment with proper notice or termination of employment, employees shall receive a prorated payout of the holiday lump sum payment based on the number of full months worked in the calendar year.

ARTICLE 19 – LEAVE DAYS

Section 1. Because officers are required to work regardless of calendar weekends, *i.e.*, Saturdays and Sundays, the Township grants days off in lieu thereof and refers to these as “leave days”.

Section 2. Employees covered hereby may change a leave day after the schedule has been posted if they receive permission from the Chief of Police or their designee.

Section 3. Leave days pursuant to Section 1 and Section 2 above shall be posted in accordance with past practice within the Township in advance of the days to be taken. The employee shall request leave days at least two (2) weeks prior to posting the work schedule. Said request shall be granted if the Chief of Police determines the same will not interfere with the normal operations of the Department.

Section 4. Leave days may, if the schedule permits, be coupled with vacation leave.

Section 5. Records of leave days, days worked, and days not worked other than leave days shall be maintained in the Department and shall be available during reasonable times for review by the employee.

ARTICLE 20 – UNPAID LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence from their employment must secure written permission from the Township.

Section 2. Leaves of absence shall be used only for the expressed purpose for which it was granted. Use of such leave for any unapproved or unauthorized purpose may result in loss of the employee's seniority rights and job.

Section 3. The Township will grant, if scheduling permits, leave of absence up to a total of twenty-four (24) scheduled work hours annually with pay to one (1) member of the bargaining unit to attend an official Capitol City Labor Program convention or conference. The Union will submit its request in writing not less than thirty (30) calendar days prior to the date of the convention or conferences giving the name of the bargaining unit member designated to attend said convention or conferences. The Township shall not pay mileage or lodging, permit use of Township vehicles, or contribute to other costs associated with such convention or conference.

Section 4. All non-medical leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

Section 5. All personal leaves of absence shall be subject to whatever reasonable documentary evidence the Township Manager shall require.

Section 6. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Township.

Section 7. The following unpaid leaves may be granted by the Township upon written request of employees who have acquired seniority under this Agreement.

- a. Personal leaves of absence may be arranged with the Township for up to thirty (30) calendar days for such reasons as; the settlement of an estate, serious illness of a member of the employee's immediate family, as defined in funeral leave, childcare or an extended trip. Employees on excused thirty (30) calendar day personal leaves will continue to accrue benefits.
- b. Job-related educational leaves of absence may be granted for up to one (1) year. Seniority and accrued time shall be frozen for the length of an Educational Leave.
- c. Medical, illness or extended disability leave of absence may be granted to an employee who is unable to return to work and has exhausted all sick leave and vacation accrued. An unpaid leave of this kind may be extended to a maximum of two (2) years.

Section 8. Such requests for medical, illness or extended disability leaves, must be accompanied by a medical doctor's certificate stating that the employee is unable to work and the reasons therefor. The anticipated length of time of the leave shall be specified by the employee's doctor.

Section 9. Time absent on medical, illness or extended disability leave shall not be counted as time at work for fringe benefit purposes.

Section 10. Any recertification required because of any of the above leaves shall be at the employee's expense before returning to the payroll.

ARTICLE 21 – SICK LEAVE – PERSONAL LEAVE

Section 1. Each full-time employee covered by this Agreement shall receive credit at the rate of eight (8) hours per month up to ninety-six (96) hours per year.

Section 2. Unused sick leave credit shall be accumulated without any limitation thereon.

Section 3. An employee eligible for sick leave may use such leave upon approval of the immediate supervisor for absence due to illness, injury, exposure to contagious disease or serious illness, or death in the employee's immediate family, in accordance with the applicable provisions contained in Article 23, Bereavement Leave, and/or to supplement workers' compensation benefits consistent with Section 7 of this Article.

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. The Chief of Police may require documentation substantiating the use of sick leave consistent with Employer policy.

Section 4. Absence for a fraction or part of a day in cases where the employee calls in sick before the beginning of their shift that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) of the regular work shift. If an employee becomes sick during the shift, sick leave shall be charged in increments of no less than one (1) hour for the actual hours the employee is ill.

Section 5. Employees resigning or retiring with a minimum of fifteen (15) years of service will be paid at the rate of one-half (1/2) of their base rate, for up to a maximum of five hundred (500) accumulated sick leave hours. The employee's current rate of pay will be used to compute the reimbursement. Accumulated sick leave will not be paid to an employee terminated for just cause

All employees who have accumulated more than thirty-two (32) hours of sick leave in any year shall have the option to receive pay for all unused sick days in excess of thirty-two (32) hours to be paid at the rate of one-half (1/2) the employee's current rate of pay; and such paid sick hours will be stricken from the employee's accumulation. Any sick hours used during the calendar year shall be first charged against any sick hours accumulated during that year. Annual sick pay opted by an employee will be paid on the payday falling nearest to the 15th of December and sick hours will be computed for sick hours purpose on a twelve (12) month period from December 1st to November 30th of each year.

Section 6. Personal Leave. Officers covered by this Agreement shall in addition to sick leave receive three (3) personal leave days, (eight, ten or twelve hours per day depending on their actual work day) per year. Officers may use said personal leave for their personal business and need only give reasonable advance notice (not less than 24 hours) to the Chief for the use of the first personal leave day. He/she must give reasonable notice as may be required by the Chief for use of the second personal leave day but in no event shall the officer be required to give more than forty-eight (48) hours' notice. The foregoing notwithstanding, the Chief may permit the taking of a personal leave day upon shorter notice if such time off shall not inconvenience the Department, or may refuse to grant personal leave if one or more bargaining unit employee has already been granted personal leave for that period of requested time or because of Departmental need. Employees terminated for cause shall not receive any payout of unused personal leave days.

Section 7. Workers' Compensation. The Township, in accordance with State law, shall provide workers' compensation insurance to all employees covered hereunder, subject to the terms of the policy. An employee on Workers' Compensation leave may not earn more compensation (through Workers' Compensation benefits and supplemental sick leave) than their base rate of pay.

ARTICLE 22 –BEREAVEMENT LEAVE

Section 1. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and shall have off such other time as is necessary, three (3) scheduled working days of which will be with pay and if necessary additional days to be charged against earned sick leave, if approved by the Chief of Police and the Township. The immediate family shall be interpreted as including: spouse, children, step-children, parents, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Section 2. One (1) scheduled working day is allowed in the case of death of all other family members of the employee and of the employee's spouse to be charged against earned sick leave. If an employee must travel to attend a funeral, he shall notify the Chief of Police, who may allow additional time to the employee, to be taken from sick leave.

Section 3. The Chief of Police is to be notified immediately of a death in the family and the extent of the expected absence. The employee shall provide appropriate verification to confirm their eligibility for the provision of this Article, if requested by the Chief of Police.

ARTICLE 23 – BULLETIN BOARDS

Section 1. The Township agrees to provide bulletin board space which may be used by the Union for the following notices:

Notices of Union meetings;

Notices of Union elections and the results where they pertain to the Township employees;

Notices of Union recreation and social events;

Other notices concerning Union affairs which are not political or controversial in nature.

Section 2. It is agreed that all other notices prior to being posted shall be submitted to the Township for its approval.

ARTICLE 24 – PARKING AND TRAVEL

Section 1. Each employee shall be reimbursed for actual and necessary parking fees paid by the employee for use of their automobile in the course of their employment. Requests for reimbursement, including receipts for expenses, shall be submitted within fifteen (15) calendar days after the last day of training or seven (7) calendar days after the last day of training for all expense paid using Township credit.

Section 2. Mileage allowance based on the following plan shall be allowed:

- a. All employees required to drive their own motor vehicle in the course of their employment with the Township shall be paid pursuant to Township policy. The place of employment shall be the DeWitt Township Police Department offices. Mileage accumulations shall be figured on a monthly basis.
- b. Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.
- c. There shall be a short explanation given on all claims made for reimbursement of expense(s) for all trips.

ARTICLE 25 – SAFETY

Section 1. Safety. Employees are required to immediately report to their direct supervisor any on-duty accident or injury, and/or any unsafe working practices or conditions. The Township shall make reasonable provisions for the health and safety of employees during the hours of their employment and shall endeavor to maintain its facilities and equipment in safe operating condition. The Township shall furnish protective devices and/or equipment as is reasonably necessary to properly safeguard the health of the employees and protect them from injury and/or illness.

Section 2. Vehicles & Equipment. All Department vehicles and equipment shall be maintained in a safe and workable manner. In the selection and procurement of patrol cars and the equipment therein, due consideration shall be given to the safety of employees. The Township shall be required to maintain adequate motor vehicle liability insurance (including against under and uninsured motorists) on all Department vehicles.

Section 3. Drug & Alcohol Testing. An employee on-duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is

under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy or as otherwise provided by this Section. Reasonable suspicion means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Department policy.

- A. If the Employer requests an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee's refusal to submit to a reasonable suspicion test shall constitute grounds for discipline.
- C. Reasonable suspicion tests for alcohol in the form of a preliminary breathalyzer test (PBT) shall be given by an individual trained and/or certified to administer the test with the specific device used.
- D. Upon completion of any test, the supervisor asserting reasonable suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, their observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event that supervisor performs the test, the report shall also include the test results.
- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employee's:
 - (1) Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating a Township-owned vehicle or patrol car.
 - (2) Discharging of a firearm during the course of their duties.
- F. In unusual circumstances, the requirement of reasonable suspicion justification may be waived specific to individual employees where there exist circumstances necessitating such a suspension (*e.g.*, as part of a treatment program, a condition of discipline, *etc.*).

ARTICLE 26 – SPECIAL MEETINGS

Section 1. The parties agree to meet and confer upon any terms of this Agreement needing clarification 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 reasons 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 nor to in any way modify, add to, or detract from the provisions of this

Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request or at such other time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons, and the Union representatives shall be Union members or Union representatives.

Section 2. Employee representatives of the Union at special meetings will be paid by the Township for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 27 – INSURANCE

Section 1. The Township shall provide insurance coverage for full-time employees as follows:

1. \$50,000 life insurance policy fully paid in the event of accidental or natural death, with the provisions for double indemnity, as provided by the carrier's policy.
2. Accident and disability policy full paid.

Section 2. The life insurance coverage shall be effective the first day of hire by the Township, subject to insurance carrier's requirements for enrollment and acceptance by the carrier.

Section 3. Liability Coverage. The Township shall provide to an employee such legal assistance and/or defense as may be required when a civil action is brought against an employee as a result of acts occurring when and while said employee is engaged in the proper performance of the employee's duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

ARTICLE 28 – HOSPITALIZATION-MEDICAL-DENTAL OPTICAL INSURANCE

Section 1. The Township shall make available and pay the cost of a Group Health Care Plan for employees and their families. If a comparable plan and/or network is still available from the previous year it shall be provided, unless agreed by both parties

Employees who receive health insurance from the Township shall pay 15% of the premium cost for the coverage received that is above the "hard cap" rate set forth by the Michigan Department of Treasury pursuant to Act 152 of 2011. In the event the Township's aggregate cost for coverage per employee increases in the second or third year of this Agreement, the Township may increase the employees' premium cost contribution up to 25% over the hard cap rate. In the event the Township's aggregate cost for coverage per employee increases in both the second and the third year of this Agreement, the Township may increase the employees' premium cost contribution in the third year up to 35% over the hard cap rate. In no event shall an employee's premium contribution exceed the contribution of similarly situated employees of the Township.

Section 2. The Township shall make available and pay the cost of a Group Dental Care Plan for employees and their families. The Township may substitute a comparable plan.

Section 3. The Township shall make available and pay up to \$200 a year for the cost of a Group Vision plan for employees and their families. The Township may substitute a comparable plan.

Section 4. Double Health Insurance Coverage.

- a. If an employee's spouse works for the Employer, they shall not be eligible for double health insurance coverage (includes dental). They shall be required to select which policy they will be covered under.
- b. Employees who are covered by health insurance, other than from DeWitt Charter Township, and who decline coverage from the Township, shall receive at a minimum One Thousand Five Hundred Dollars (\$1,500) for declining single coverage and Five Thousand Dollars (\$5,000) in lieu of family or double health insurance coverage. Employees, who are covered by dental insurance, other than from DeWitt Charter Township, shall have the option to receive Six Hundred and Sixty-Six Dollars (\$660) in lieu of dental insurance coverage. Employee must sign an Employer supplied waiver form and assumes all risks if they later desire to re-enroll in the Employer's insurance plan including no coverage for pre-existing conditions and a waiting period for enrollment, etc. Employees that opt out of the health insurance coverage shall not be required to pay any of the premium costs. Upon separation of employment, employees shall receive a prorated payout of the opt-out payment based on the number of full months worked in the calendar year.

Section 5. Notwithstanding the above, the Employer reserves the right to change insurance carriers or to become self-funded provided the new coverage is to the current coverage unless otherwise agreed upon by the parties. The Employer shall give the Union reasonable prior written notice of the change and every effort shall be made to provide notice within 45 calendar days before the effective date of any change.

Section 6. The Benefits Committee process satisfies the Employer's obligation to meet and negotiate, provided the Employer participates in the process. Effective January 1, 2016, the Union may appoint two (2) voting members of the Township's Benefits Committee. If the benefits committee size changes the parties agree to meet and confer on the number of Union Reps that may be appointed.

Section 7. The Sparrow CARES Employee Assistance Program is available to employees.

ARTICLE 29 – RETIREMENT BENEFIT

Section 1. The Employer shall provide the MERS B-4 retirement program with the MERS F-55 with twenty-five (25) years of service waiver program. Final Average Compensation shall include base wages, longevity, vacation payout, overtime, and holiday payout.

Section 2. Effective January 1, 2006, a MERS E-2 post-retirement escalator shall be added to the employee's pension plan. The cost of the E-2 benefit shall be paid entirely by the employees through payroll deduction. If the costs of the E-2 benefit changes, either higher or lower, the employees cost paid through payroll deduction will change using the formula and process spelled out in Appendix A attached to this Agreement.

Section 3. Effective January 1, 2009, a MERS FAC-3 shall be added to the employee's pension plan. The cost of the FAC-3 shall be paid entirely by the employees through payroll deduction. The cost to the employees shall be as stated in Appendix A, which may change from time to time to the actual cost.

Section 4. Effective January 1, 2025, employees with a Defined Benefit (DB) retirement plan shall have their employee contribution capped at twelve percent (12%) of their pre-tax wages.

Section 5. Effective January 1, 2012, Officers who retire from the Township with the MERS F-55/25 or 15 years of service shall be given their Department issued duty weapon, a retirement badge, and a retirement identification.

Section 6. Employees hired on or after September 1, 2020 shall participate in a Defined Contribution Plan on the following terms:

- a. Employer contribution of 10% of base wage with no minimum employee contribution.
- b. If an employee contributes 1% of base wage into the Defined Contribution Plan, the Employer will contribute 1% of base wage into a 457 Plan. If the employee contributes 2% of base wage into the Defined Contribution Plan, the Employer will contribute 2% of base wage into a 457 Plan. Employee contributions beyond 2% are not subject to any form of Employer matching.

ARTICLE 30 – UNIFORMS AND CLOTHING

Section 1. In the selection, procurement and issuance of uniforms, the Township will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer. The employee shall be issued such equipment as needed.

Section 2. Dry cleaning and laundering shall be paid by the Township for these uniforms.

Section 3. Any employee assigned to serve as a Detective shall receive a Four Hundred Dollar (\$400) clothing allowance per calendar year upon presentation of receipts to the Employer. The Employer shall not be responsible for the cleaning of any Detective's plain clothes.

Section 4. Employees shall receive up to One Hundred Fifty Dollars (\$150.00) a year accruable up to \$600 total rolling to be used for reimbursement for approved boot. Detectives may use this reimbursement for approved footwear in accordance with their assignment. The Officer must present receipts to the Employer for reimbursement before the end of each calendar year.

ARTICLE 31 – TRAINING

Section 1. The Township shall determine and provide ongoing training for all employees.

Section 2. The Township shall provide each officer with the opportunity, not less than twice each year, to qualify with their weapon with a certified firearms instructor present. Such qualifying shooting shall be paid for by the Township.

ARTICLE 32 – SAVINGS

Section 1. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

Section 2. In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Township for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 33 – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective 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, and the written provisions constitute the entire agreement of the parties. Therefore, the Township and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged 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 parties at the time that they negotiated or signed this Agreement.

ARTICLE 34 –MEDICAL DISPUTE

Section 1. Medical Disputes. In the event of a dispute involving an employee's physical or mental ability to perform their job, and the Employer is unsatisfied with the determination of the employee's treating physician, the Employer may require an examination and report from a physician of their choosing and at their expense. If the dispute still exists, at the request of the Union, the parties shall mutually select a third evaluating physician. The decision of the agreed upon third-party physician shall be binding on both Parties. The expense of the evaluation conducted by, and report completed by, the third-party physician, shall be borne equally by the Employer and the employee. The employee shall permit and participate in the examination(s) at the time set by the physician(s).

ARTICLE 35 – EMERGENCY FINANCIAL MANAGER

Section 1. The parties to this collective bargaining agreement include the following language as is currently required by State statute. This language was not bargained for or negotiated in any manner by either party and should be deemed meaningless to the extent that the state statute requiring such language or the authority of an emergency financial manager be altered, amended or be found unconstitutional.

Section 2. An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE 36 – WAGE SCHEDULE

Section 1. Per the wage table below, employees will receive a wage adjustment on the effective date for their current years of service. On an employee's anniversary date, they will receive a wage adjustment based on their new total years of service.

Section 2. Effective January 1, 2024, the following wages will be in full force:

Police Officer			
Step	+4%	+4%	+4%
	01/01/24 – 12/31/24	01/01/25 – 12/31/25	01/01/26 – 12/31/26
Starting	\$26.09	\$27.13	\$28.21
6 months	\$27.72	\$28.83	\$29.98
1 Year	\$29.95	\$31.15	\$32.39
2 Years	\$32.27	\$33.56	\$34.90
3 Years	\$34.01	\$35.37	\$36.79
4 Years	\$35.76	\$37.19	\$38.68

Section 3. Prior Experience. New hires will ordinarily be placed at the starting wage step. Based upon prior applicable law enforcement experience, the Township Board, upon

recommendation of the Township Manager or their designee, may hire and place newly hired employees at any step on the wage scale commensurate with their level of experience.

Section 4. Night Shift Differential. Employees scheduled to work a night shift (e.g., 7:00 p.m. to 7:00 a.m. or 7:00 p.m. through 3:00 a.m.) shall receive a 2% shift differential for hours worked. This shift differential shall be paid based on the employee's regular hourly rate. This shift differential shall not apply to any other shifts or for call in, call backs or hold overs unless the call in is for the entire scheduled night shift.

ARTICLE 37 – LONGEVITY

Section 1. In addition to the rates of pay outlined in Article 37, any employee who has been continuously employed by the Township for a period of not less than four (4) years receive an annual longevity pay salary addition of one percent (1 %) their base wage. After each additional year of continuous service, the employee shall be entitled to an increase of two-tenths of a percent (.02%) in the longevity pay not to exceed five percent (5%) of the base pay.

Section 2. For employees hired after January 1, 2005, the employee must be continuously employed by the Township for a period of not less than ten (10) years to receive a longevity pay salary addition of one percent (1 %) their base wage. After each additional year of continuous service, the employee shall be entitled to an increase of two-tenths of a percent (.02%) in the longevity pay not to exceed five percent (5%) of the base pay.

Employees hired after July 12, 2008 are not eligible for longevity.

Notwithstanding any contrary provision, the Employer shall not be obligated to pay more than One Thousand Five Hundred Dollars (\$1,500) in longevity pay.

Employees terminated for cause shall not receive any portion of a longevity payout. Employees resigning or retiring shall receive a prorated payout.

ARTICLE 38 – OVERTIME

Section 1. General Procedure. Where a full or partial vacant shift is identified, the Employer shall first request voluntary assistance from on-duty personnel (if time permits). If no on-duty personnel accept voluntary overtime, personnel scheduled to work shifts later in the same day will be offered overtime opportunity. If time permits, the overtime shall be offered to personnel not scheduled to work that same day on a seniority basis, with the highest seniority getting the first opportunity. If no volunteers are identified, the Employer may mandate overtime. Consideration will be given to seniority (lowest seniority first) and the total number of hours an employee will be compelled to work.

Section 2. Major Case, Special Situation, or Department Function. The Employer will generally adhere to the above General Procedure for filling vacancies in the event of a major case,

special situation, or Department function, unless the scenario requires qualification unique to a specific officer.

Section 3. Emergency Schedule Reassignment. If an emergency shift reassignment has been identified that will cause overtime, it will be offered by seniority, beginning with the most senior employee, down the seniority list. If no volunteers are identified, the Employer may mandate overtime by seniority, beginning with the least senior employee.

Section 4. Errors. If an error occurs in filling an overtime vacancy and the employer is so notified within seven (7) calendar days, the error will be corrected by providing the impacted employee right of first refusal on the next vacancy. In no case will an error be resolved by payment of the overtime compensation for the missed opportunity.

ARTICLE 39 – MISCELLANEOUS

Section 1. Notice of Resignation and Retirement. Employees must provide at least two (2) calendar weeks' advance written notice of resignation or retirement to be eligible for payout of accumulated paid leave, longevity, payment in lieu of insurance, or holiday pay.

Section 2. Jury Duty. If called for jury duty, the Township shall pay the employee's regular straight time rate which he would earn if working, less an amount equal to the payment received for jury service. If jury duty ends before the employee's scheduled shift ends, the employee may either return to work or take personal or vacation leave for the remainder of the day. In order to receive payment, the employee must give the Township at least two (2) days' prior notice that he has been summoned for jury duty, shall furnish satisfactory evidence that he reported for or performed jury duty on the day(s) for which he claims such payment, and must furnish a copy of the payments received for jury duty. The maximum payment obligation under this section is twenty (20) days per calendar year.

Section 3. Limitations Waiver for Lawsuits. The Parties agree that the bargaining unit employees shall waive the portion of the DeWitt Charter Township Personnel Policies and Procedures Manual in regards to the time limit on lawsuits against the Township.

Section 4. Body Worn Cameras. Employees covered hereunder who are required by the Employer to wear or utilize a body-worn camera or similar audio/video recording device, shall be permitted to review, with or without union representation present, all video footage or audio recordings captured by the employee and/or any other present employee's body-worn camera prior to:

- a. Writing a report.
- b. Making a verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- c. Being interviewed, either by the Employer or outside investigating agency, about any incident for which an employee may be subject to discipline.
- d. Testifying at an administrative, grand jury, or court hearing or proceeding.

Notwithstanding the above, at the order of a supervisor, employees involved in on-going incidents may be required to make reasonable public safety statements before review of body-worn camera or similar audio/video recording device.

The Township shall provide the Union copies of all requested video footage relevant to protentional discipline within seven (7) business days of a written request submitted to the Chief of Police.

ARTICLE 40 – PROMOTIONS AND SPECIAL ASSIGNMENTS

Section 1. Promotions. The purpose of this Article is to establish a promotional procedure to the classification of Sergeant within the DeWitt Township Police Department.

Section 2. Qualifications. When the Township determines it will fill a sergeant position(s), it shall, subject to the terms of this Article, establish the minimum qualifications. Only full-time employees with at least five (5) years' experience as an MCOLES-certified police officer, of which a minimum of eighteen (18) months must be with the DeWitt Township Police Department, as of the date of the notice of vacancy, shall be eligible for promotion to Sergeant. An applicant does not automatically meet the minimum qualifications set by the Township based on years of experience alone.

Section 3. Posting. The Township shall follow the below procedure for posting the vacancy:

1. The Township shall provide at least thirty (30) calendar days' notice of the promotional opportunity by posting notice in a conspicuous place within the Department and sending the notice by Township email to all bargaining unit members.
2. Interested employees must submit to the Chief of Police a letter of interest and resume no later than the deadline for such submission as established in the initial posting.

Section 4. Selection. The Chief of Police and Township Manager shall review qualifications, training, and performance in issuing a promotional recommendation, if any, to the Township Board for its final approval. In their discretion, the Chief of Police and Township Manager may form a selection committee and/or develop an interview, testing, and/or other reasonable and objective selection process(es).

Section 5. Probation. The candidate selected will be given the wage, badge, and insignia of the rank of Sergeant and be expected to perform all duties and assume all responsibilities of the rank. Employees promoted to the rank of Sergeant shall be on probation for a period of one (1) year immediately following promotion. Unsatisfactory completion of the probationary period may result in demotion to the previously held rank or the employee may request, in writing, to be demoted and returned to their former position. If an employee elects to return to their previous rank, that individual shall not be eligible for promotion for a period of one (1) calendar year from the date of their demotion.

Section 6. Outside Candidates. Subject to the procedure in this Article, the Chief may fill a Sergeant vacancy with an individual from outside the bargaining unit if the Chief and Township Manager determine that no internal candidate is qualified for the position.


Section 7. Special Assignments. If the Employer continues or creates any special assignment position, the bargaining unit employee assigned to the position shall, absent mutual agreement from the Union, be assigned for no more than a three (3) year period. At the end of each term, the assignment will be posted and interviews conducted prior to selection. The most recent employee to hold the assignment shall not be eligible for the assignment except if no other eligible employee applies for the assignment, the Chief of Police may assign same. Employees assigned to special assignments shall be entitled to all rights and benefits of others of the same classification, unless otherwise agreed by the Parties.

ARTICLE 41 – DURATION

This Agreement shall become effective January 1, 2024 and shall continue in full force and effect until December 31, 2026, and for successive annual period thereafter unless not less than ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice of their desire to terminate, revise, modify or change the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 27th day of May, 2025.

**FOR DEWITT CHARTER
TOWNSHIP:**



Rick Galardi,
Township Supervisor




Amanda McClanahan,
Township Manager

**FOR THE CAPITOL
CITY LABOR PROGRAM:**



Bob Stump,
Bargaining Unit President



Brandon Shellberg,
Bargaining Unit Vice President



Adam Cramton,
Township Clerk



Bradley Richman,
Executive Director