

1 of 4 Originals
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AGREEMENT BETWEEN
DEWITT CHARTER TOWNSHIP
AND
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

DeWitt Township

DEWITT TOWNSHIP POLICE
NON-SUPERVISORY DIVISION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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THIS AGREEMENT, made and entered into this 15th day of February 1989, by and between the Dewitt Charter Township, as established under Public Act 359 of 1947, as amended, and hereinafter termed the Employer, and the Labor Council Michigan Fraternal Order of Police, Non-Supervisory Division, Dewitt Township Police, hereinafter called 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 misunderstanding 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 Union as the exclusive bargaining representative for all full time patrolmen employed with DeWitt Township Police Department, excluding all other employees, as certified in MERC Case No. R87 L-385, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2. AGENCY SHOP

Section 1.

The terms of this Agreement shall apply to all employees in the bargaining unit.

Section 2.

Membership in the Union is not compulsory. Employees have the right to join, not join, as they see fit. Neither party shall exert any pressure or discriminate against an employee as regards such matters.

1. Accordingly, each employee in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this Agreement.
2. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of the Agreement have been made for all employees in the bargaining unit and not only for members in the Union; and this Agreement has been executed by the Employer after is has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 3.

All employees in the bargaining unit shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Present employees who are members of the Union on the effective date of this Agreement and others who may subsequently join the bargaining unit and become members of the Union shall remain members of the Union in good standing as a condition of continued employment. An employee who fails to comply with this requirement within thirty-one (31) days shall be discharged by the Employer, provided the Union has notified him by certified letter addressed to his address last known to the Union, spelling out that he is delinquent in payment of dues or feeds, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from employment.

The Union shall furnish the Township with written proof that the forgoing procedure has been followed and shall supply the Township with a written demand before the employee will be discharged for failure to conform to the provisions of this Article.

ARTICLE 3. UNION DUES

Section 1.

The Employer agrees to deduct from the pay of each employee all regular dues and/or initiation fees of the Labor Council Michigan Fraternal Order of Police and pay such amount deducted to said

for each and every employee provided, however, that the Union present to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Local Union. During the life of this Agreement, the Employer agrees to deduct Union dues from the first pay of each monthly of each employee who submits a properly prepared authorization for check-off of dues form to the Payroll Department. The Employer shall be entitled to rely solely upon the information appearing on this form. Deductions shall begin the month after the form is received but shall not supersede any legally required deduction nor be required if the employee's pay is less than the amount of the dues.

Section 2.

Deductions for each calendar month shall be remitted to the Treasurer of the Union as designated by the Union with an accompanying list of employees from whom payroll deductions were made within two (2) weeks after the first payroll of each month.

Section 3. Check Off Form

CHECKOFF AUTHORIZATION
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

NON-SUPERVISORY DIVISION

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and/or Fraternal fees, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Union, according to the Agreement reached between the Township and the Union.

This authorization shall remain in effect unless terminated by me upon sixty (60) days written notice to the Union and Township in advance or upon termination of my employment.

_____	_____	_____
(PRINT) Last Name	First Name	Middle Initial
Date Deduction is to Start	_____	
	Signature	
_____	_____	
	Address	

Section 4.

If, for any reason, the Employer fails to make the proper deduction for any employee as provided in this Article, it shall make the proper correction from the employee's next pay in which said deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 5.

The Union agrees to defend, indemnify and save the Township harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or Fraternal fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 4.
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 Labor Council Michigan Fraternal Order of Police (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 supervisor 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 a 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 5.
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 6.
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 7.
DISCHARGE AND DISCIPLINE

Section 1.

All disciplinary action 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.

The principles of corrective and progressive disciplinary actions shall be used.

Section 3.

Whenever a notice for need for corrective action or other formal written discipline is issued a copy shall be given to the employee and the Union.

Section 4.

Such charges or specifications shall cite the specific incident and/or department rule or regulation, and/or department policy and procedure, and/or appropriate law which the employee is alleged to have violated.

ARTICLE 8
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. 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 his 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 his 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 Superintendent. In the event the Township does not have a position of Superintendent, the grievance shall be forwarded to the Township Supervisor. The grievance shall not be considered submitted until the Superintendent/Supervisor or the person acting in his 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, his representative and the Superintendent/Supervisor to discuss the grievance. The Superintendent/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 Superintendent/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 Superintendent/Supervisor or designee to the DeWitt Township Board of Trustees or a committee of said Board appointed for that purpose. Said grievance shall indicate the reasons why the written answer of

the Superintendent/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, Superintendent/Supervisor or designee, the Township Board or committee, and the Township attorney. The committee for the Township Board its designee shall have twenty (20) working days to answer the grievant in writing of their decision, unless one or more of the Township official are unavailable and notice is given to the Unit Representative and/or the grievant. In the event members of the DeWitt Township Board of Trustees 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, in accordance with the procedures and rules of the Michigan Employment Relations Commission. Decision of the Arbitrators shall be final and fees and approved expenses of this step shall be paid equally by the Township and the employee.

b.) The Division representative may meet for one half hour immediately preceding said grievance meeting.

Section 3.

The employee shall be present at all meetings and arbitration hearing scheduled in accordance with this Article.

Section 4.

No person or body constituting one of the Steps of the Grievance Procedure outlined above shall have the power to add to, or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township, the Chief of Police, or the Division where such discretion has been retained by the Township, the Chief of Police, or the Division, nor shall he/she exercise any responsibility or function of the Township, the Chief of Police or the Division. This limitation shall include the Arbitrator as stated in Step 2.

Section 5.

A grievance not appealed to the next higher Step within the time limit shall be deemed permanently denied. Should the Employer or his/her representative fail to respond within the time limit, the grievance may be appealed to the next Step.

Section 6.

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

Section 7.

Any 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 a committee of said Board appointed for the purposes of this Article.

ARTICLE 9
LIMITATIONS ON POWERS OF ARBITRATOR

Section 1.

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, 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: He shall have no power to add to, or subtract from, or modify any of the terms of the Agreement.
2. Wage Rates: He shall have no power to establish wage scales, or change any wage.
3. He shall have no power to substitute, amend, add to, alter, change or modify the provisions of this Agreement and his decision shall be limited to the application and interpretation of the above and to the specific issue presented to him.

ARTICLE 10
FINALITY OF ARBITRATOR'S AWARDS EXCLUSIVENESS OF REMEDY

Section 1.

The decision of the arbitrator shall be rendered within thirty (30) days and all settlements made in the Grievance Procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

Section 2.

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

ARTICLE 11.
COST OF ARBITRATION

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

ARTICLE 12.
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, class 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 seniority except where otherwise required by the need of the Department.

Section 4.

All employee benefits shall begin upon their date of hire.

ARTICLE 13
PROBATIONARY PERIOD

Section 1.

When an employee is hired or rehired in the unit, he shall be considered a probationary employee for a period of six (6) months. The Union may represent him only for rates of pay, wages and number of hours of employment.

Section 2.

An employee is presumed to have completed his probationary period and obtained regular status at the end of the six (6) months period, unless the Chief of Police notifies the employee and the Union to the contrary after which he may be placed on an additional six (6) month probationary period.

ARTICLE 14
LAY-OFF AND RECALL

Section 1.

When there is a reduction in the work force due to a lay off, 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 seniority employees.

Section 2.

Employees shall be recalled from lay off according to seniority provided the employee can perform the available work.

Section 3.

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 lay off.

Section 4.

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

Section 5.

Probationary employees who are terminated, have no right to recall.

Section 6.

Employees who have been laid off and who, within five (5) days after notice be 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 7.

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) accepts 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, Holiday Pay, Sick Days, 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 15.
LOSS OF SENIORITY

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

He resigns or quits;
He is discharged for just cause and is not reinstated;
He retires;
He is absent from work, including failure to return to work at the expiration of a leave of absence, vacation or disciplinary lay off for three (3) working days without notifying the Chief of Police, or his 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 his seniority but in no case less than twenty-four (24) months;

The employee is off work for twenty-four (24) consecutive months because of personal illness or injury, except an employee, who is off work and collecting workman's compensation on the twenty-fourth (24th) month of continuous lay off shall retain recall rights for the length of his seniority or the expiration of his workman's compensation, whichever comes first;

Failure to return to work within five (5) working days after notice of the recall from layoff has been received by certified mail to his last known address on official Township personnel records.

ARTICLE 16.
RETURN TO BARGAINING UNIT

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

ARTICLE 17
REPRESENTATION

Section 1.

The Township agrees to recognize one (1) Unit Representative and one (1) Alternate Unit Representative, each of whom shall be an employee and designated by the Union. The duties of the Unit representative or his Alternate shall be limited to the

investigation, presentation, and resolution of grievances as established in the Grievance Procedure. The Alternate shall take the place of the Unit Representative in his absence. The Union shall designate to the Township, in writing, the Unit Representative and the Alternate Unit Representative.

Section 2.

During regular working hours the Unit Representative or the Alternate Representative shall be permitted reasonable time to investigate, present and process grievances on Township property without loss of time.

Section 3.

The Township shall allow a Labor Council Michigan Fraternal Order of Police Representative access to Township premises to confer with Unit Representatives and employees, providing he first confers with the supervisor in charge, and his presence does not interfere with Departmental operations.

ARTICLE 18.
HOURS AND RATES OF PAY

Section 1.

Employees covered hereby are required to be on duty either a minimum of eight (8) hours during each scheduled working day or a maximum of ten (10) hours during each scheduled duty day, excepting as excused by the Chief of Police. 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.

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 allowed to accumulate at their option comp-time at the rate of one and a half (1-1/2) times the hours expended by the officers for training programs and Departmental meeting when conducted during off-duty hours. In no event may said comp-time accumulation exceed sixty (60) hours.

Section 4.

Employees shall be compensated at the rate of one and a half (1-1/2) 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 5.

Officers required to appear in court during off-duty hours (includes 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 a half (1-1/2) times the hourly rate of said officer for the time spent at Court. In no event shall any officer be paid less than the equivalent of two (2) hours of compensation as computed herein, provided there is an intervening period between the officers last shift and his/her appearance under this Section of at least one 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 6.

Officers called back to duty during unscheduled periods, shall be compensated a minimum of two (2) hours at straight time provided the employee is not returned to perform a duty he should have performed during his tour of duty.

ARTICLE 19.
VACATIONS

Section 1.

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

Completion of	Vacation Credit
6 months	40 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

Section 2.

Vacation days may not be used until the employee has six (6) consecutive months and one (1) day of continuous service with the Township, and then only to the extent of 40 hours, except that the Chief may make an exception to the time limit in the case of illness or other situation.

Section 3.

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 4.

The Township shall keep a record of vacation days 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 5.

Vacation days will be paid to employees who have successfully completed their probationary period, if upon resignation two weeks prior written notice is given by the employee, using the following guidelines:

- a. Employees shall receive payment for fifty (50) percent of the unused balance of vacation time if the employee's notice of resignation is received and is effective within 180 days of that employees most recent anniversary date of hire.
- b. Employees shall receive payment for one hundred (100%) percent of the unused balance of vacation time in all situations other than above.

ARTICLE 20.
HOLIDAYS

Section 1.

Each employee covered by this Agreement shall be eligible for and receive compensation for holidays as follows:

Effective January 1, 1989	\$700
Effective January 1, 1990	\$800
Effective January 1, 1991	\$800

Such compensation shall be paid in a separate lump sum check by the Township to the employee in the first week of December of each year.

ARTICLE 21.
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 his 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 22.

UNPAID LEAVES OF ABSENCE

Section 1.

Any employee desiring a leave of absence from his 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 three (3) scheduled days with pay to one (1) member of the bargaining unit to attend an official Labor Council Michigan Fraternal Order of Police convention or conferences. The Union will submit its request in writing not less than thirty (30) 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.

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 Supervisor shall require.

Section 6.

No employee shall return to work prior to the expiration of his 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) 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, child care or an extended trip. Employees on excused thirty (30) day personal leaves will continue to accrue benefits.
- b. 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 therefore, 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 he returns to the payroll.

ARTICLE 23

SICK LEAVE - PERSONAL LEAVE

Section 1.

Each full time employee covered by this Agreement shall receive credit at the rate of one (1) eight (8) hour day 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 24, Funeral Leave. An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason not later than one (1) hour prior to the start of the regular shift of said employee. Failure to do so shall cause the denial of pay for the period of the absence, and/or said lack of notification for two (2) consecutive working may be considered a voluntary termination of employment. The Chief of Police may require proof of medical treatment when he/she deems it appropriate, in addition to any other requirement herein or in Departmental regulations.

Section 4.

Absence for a fraction or part of a day in cases where the employee calls in sick before the beginning of his/her shift that is chargeable to sick leave in accordance with there 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.

Accumulated sick leave will be reimbursed upon attaining a minimum of fifteen (15) years of service at the rate of one half (1/2) of the employee's basic rate, for a maximum of five hundred (500) accumulated hours. The employee's current rate of pay will be used to compute the reimbursement. Accumulated sick leave will not be given in the event an employee is terminated for just cause or resigns. 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 pay day 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.

Officers covered by this Agreement shall in addition to sick leave receive two personal; leave days (16) hours 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 48 hours notice. The forgoing 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 persons has already been granted personal leave for that period of requested time or because of Departmental need.

ARTICLE 24.
FUNERAL LEAVE

Section 1.

If a death occurs among members 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) 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, parents, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Section 2.

One day, the day of the funeral, is allowed in the case of death of an uncle, aunt, nephew, or niece, brother-in-law, sister-in-law, son-in-law and daughter-in-law, 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 his eligibility for the provision of this Article, if requested by the Chief of Police.

ARTICLE 25.
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 26.
PARKING AND TRAVEL

Section 1.

Each employee shall be reimbursed for actual and necessary parking fees paid by him/her for use of his/her automobile in the course of his/her employment. Requests for reimbursement shall be submitted on a month basis.

Section 2.

Mileage allowance based on the following plan shall be allowed:

- a. All employees required to drive their own motor vehicle in course of their employment with the Township shall be paid pursuant to Township police. 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 to the Board of Trustees for reimbursement of expenses for all trips.

ARTICLE 27.
AUTOMOBILES AND EQUIPMENT

All Department vehicles and equipment shall be maintained in a safe and workable manner.

ARTICLE 28.
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 meeting 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 meeting 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 29.
INSURANCE

Section 1.

Effective January 1, 1989, 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 if an officer is killed in the line of duty.
2. Accident and disability policy fully paid.

Section 2.

The life insurance coverage shall be effective the first day of the month after the person has been employed by the Township, subject to insurance carrier's requirements for enrollment.

ARTICLE 30.
HOSPITALIZATION-MEDICAL-DENTAL-OPTICAL INSURANCE

Section 1.

Employees of the Township of DeWitt Police Department and their families shall be covered by the Blue Cross/Blue Shield Master Medical Plan (Option II) with Catastrophic Rider and two (\$2.00) dollar deductible Prescription Rider. One hundred (100%) percent of the cost of said coverage shall be borne by the Township of DeWitt. An employee may elect to be covered by Health Maintenance Organization.

Section 2.

The Township shall make available and pay the cost of a Group Dental Care Plan for employees and their families. Such plan shall be a Blue Cross/Blue Shield Comprehensive Preferred

Preventive Plan 25-50-50 MBL \$800 or a comparable plan.

Section 3.

The Township shall provide a self insured Vision Care Plan effective January 1, 1990, for employees and their families. The plan shall pay up to \$150 per year for costs incurred for such vision care as eye examinations, lenses, frames, contact lenses or other vision care.

Employees shall be reimbursed for the actual costs up to \$150 total per family, per year, upon the Township receiving a copy of the actual bill.

ARTICLE 31.
RETIREMENT BENEFIT

Section 1.

Retirement Benefits provided by Township are incorporated in the Contract by reference.

Section 2.

In the event of new hires, the Township agrees to place in escrow on behalf the employee, the amount of contribution the Township otherwise make to retirement for the first six (6) months after probation or until official enrollment into retirement plan may be accomplished at which time the amounts held in escrow will be included on behalf of the employee in the plan.

ARTICLE 32.
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, and also pay the laundry expense for an employee assigned as an Investigator, not to exceed two hundred (\$200) dollars per year.

ARTICLE 33.
TRAINING

Section 1.

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

Section 2.

The Township shall provide each officer the opportunity, not less than twice each year, to qualify with his weapon with a certified firearms instructor present.

Section 3.

Such qualifying shooting shall be paid for by the Township.

ARTICLE 34.
NON-DISCRIMINATION

Section 1.

The Township and the Union both recognize their responsibilities under the federal, state and local laws pertaining to fair employment practices including affirmative action as well as the normal principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, religion, national origin, or handicap.

Section 2.

All references made to the masculine pronoun (he, his, or him) are intended to include both male and female employees.

ARTICLE 35.
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, National Labor Relations Board 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 36.
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 through 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 sign this Agreement.

ARTICLE 37.
WAGE SCHEDULE

Section 1.

Effective January 1, 1989, the following wages will be in full force. Each employee will receive a wage adjustment responding to his step level.

SERVICE	PER HOUR WAGE	ANNUAL WAGE
Beginning	\$ 9.92	\$20,631.31
6 Months	\$10.55	\$21,938.18
1 Year	\$11.40	\$23,716.37
2 Years	\$12.30	\$25,580.26
3 Years	\$12.96	\$26,951.39
4 Years	\$13.63	\$28,343.95

Section 2.

Effective January 1, 1990, the following wages will be in full force. Each employee will receive a wage adjustment responding to his step level.

SERVICE	PER HOUR WAGE	ANNUAL WAGE
Beginning	\$10.22	\$21,250.25
6 Months	\$10.86	\$22,596.33
1 Year	\$11.74	\$24,427.86
2 Years	\$12.67	\$26,347.67
3 Years	\$13.35	\$27,759.93
4 Years	\$14.04	\$29,194.27

Section 3.

Effective January 1, 1991, the following wages will be in full force. Each employee will receive a wage adjustment responding to his step level.

SERVICE	PER HOUR WAGE	ANNUAL WAGE
Beginning	\$10.52	\$21,887.76
6 Months	\$11.19	\$23,274.22
1 Year	\$12.10	\$25,160.70
2 Years	\$13.05	\$27,138.10
3 Years	\$13.75	\$28,592.73
4 Years	\$14.46	\$30,070.10

ARTICLE 38
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 shall receive a longevity pay salary addition of one (1%) percent his/her base wage. After each additional year of continuous service, the employee shall be entitled to an increase of two-tenths (.02) of a percent in the longevity pay not to exceed five (5%) percent of the base pay.

The longevity pay program shall become effective January 1, 1991.

ARTICLE 39
DURATION

This agreement shall become effective January 1, 1989, and shall continue in full force and effect until December 31, 1991, and for successive annual periods thereafter unless not less than ninety (90) days prior to the end of its original term or of any annual periods 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 15th day of February, 1989.

FOR THE TOWNSHIP

Robert D. Neel
Constantine M. Whiteley
Roger C. Wood

FOR THE UNION

Richard L. Smith
R. Wallace

