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3/31/2001

**LABOR AGREEMENT**

**April 1, 1998 through March 31, 2001**

**Between**

**Benton Charter Township**

**and**

**Police Officers Labor Council**

**COMMAND OFFICERS DIVISION**

*Benton Township*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



LABOR AGREEMENT

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and

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COMMAND OFFICERS DIVISION

THIS AGREEMENT, made and entered into this ~~3/8~~ day of August, 1998, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "TOWNSHIP", and the Police Officers Labor Council, hereinafter referred to as the "Union".

ARTICLE I - PURPOSE

It is the intent of the parties to this Agreement that the procedures herein set forth shall serve as a means of promoting and maintaining the efficient operation of the Benton Township Police Department, provide for the peaceful settlement of all disputes that may arise between the parties hereto, and set forth the full agreement between the parties concerning the rates of pay, salaries, hours of employment, and other conditions of employment.

ARTICLE II - RECOGNITION

The Township recognizes the Union as the official bargaining agent for all supervisory employees of the Benton Township Police Department, including Sergeants and

Lieutenants excluding only the Chief of Police and all non-supervisory employees. For the purpose of this Agreement, the word "employees" shall mean both male and female employees within the bargaining unit.

#### ARTICLE III - MANAGEMENT

The management of the Police Department and the direction of the working forces, including the right to establish working hours and shifts, to plan, direct and control Department operations to make reasonable rules and regulations, to hire, demote, suspend or discharge for cause, to promote, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, mandate overtime, and to introduce new or improved working methods or facilities, are vested exclusively with the Township and Chief of Police; provided that, in the exercise of these prerogatives the Township and the Chief of Police shall not violate provisions set forth in this Agreement.

The above paragraph is recognized by the Union as the rights and functions of management, but the Township agrees the exercise of these management functions shall be in accordance with the terms and conditions of this Agreement.

#### ARTICLE IV - COMMAND

The chain of command from the Township Board of Trustees is through the Township Supervisor to the Chief of

Police. The chain of command will be adhered to under normal circumstances; provided that, when the Chief of Police is not available, an order may be given to the Senior Command Officer on duty. In cases of extreme emergency, any ranking officer on duty may be given an order to carry out.

#### ARTICLE V - GRIEVANCE PROCEDURE

1. All grievances concerning the interpretation and application of the express terms of this agreement shall be processed in accordance with the following steps:

Step 1. Within three (3) working days after occurrence of the event giving rise to the grievance, or within three (3) working days of when an employee would have reasonably known that the event occurred, any employee having a grievance shall discuss the matter with his immediate supervisor in an attempt to effect a settlement. He may be advised in such discussion by a representative of his own selection.

Step 2. Grievances not settled at Step 1 shall be presented in writing on forms supplied by the Union to the employee's supervisor within three (3) working days after the response at Step 1. The employee may appear before his supervisor on his own behalf, or by a representative of his own selection. The supervisor shall write his disposition of the case on all copies of the form, and return them to the employee or his designated representative within five (5) working days after receipt of the grievance from the

employee.

Step 3. If not settled at Step 2 and within three (3) working days after the response at Step 2, the grievance form shall be directed by the employee to the Chief of Police, who shall have five (5) working days within which to decide the matter and to thereafter inform the employee, in writing, with his reasons therefore, of his decision. The employee or his designated representative on his behalf may appear before the Chief of Police to submit the employee's position.

Step 4. In the event the grievance cannot be satisfactorily settled as provided above the matter shall be reduced to writing, signed by the employee and the Union representative and presented to the Township Executive Committee. A written answer will be given by the Township Executive Committee within fifteen (15) working days after the presentation of the grievance to the committee and said answer to be given to the Union representative and employee who signed the grievance.

Step 5. If the grievance is not settled at Step 4 and within fifteen (15) working days after the response at Step 4, the matter may be submitted by the Union or the Township to an arbitrator selected under the Voluntary Rules for Labor Arbitration of the Federal Mediation and Conciliation Services. The grievance shall be submitted to the arbitrator with both parties having the right to be present and be heard. After having given the parties the

opportunity to appear, the arbitrator shall decide the matter, and the arbitrator's award shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

The arbitrator provided for herein shall be appointed within fifteen (15) days of the disposition of the matter at Step 4 herein, and shall decide said matter within thirty (30) days after receiving said grievance. Provided further, however, that said arbitrator shall not have the authority to change or modify the terms of the contract between the parties.

"Working days" shall be defined as Monday through Friday, inclusive, except Holidays as observed by the Township.

#### ARTICLE VI - NO INTERFERENCE CLAUSE

In consideration of the foregoing Grievance Procedure provisions, the Union agrees that there shall be no suspension of work or other interference with the operation of services for the Township during the term of this Agreement.

#### ARTICLE VII - WORKING CONDITIONS

SECTION 1 - Work Week. A full time work week shall be 40 hours on a fixed work shift. The shift selection and rotation shall be determined by those in the chain of command referred to in Article IV.

SECTION 2 - Overtime. A Command Officer shall be paid at



not less than one and one-half times the Officer's normal hourly rate for all hours worked in excess of forty (40) hours. All overtime must be authorized by the Command Officer in charge, with final approval by the Chief of Police. Overtime benefits will commence one-quarter hour after completion of the work shift. Any fraction of an hour greater than three-fourths shall be considered one hour in computing overtime benefits.

The Chief of Police shall have the right to designate overtime in the following manner:

1. Known vacancies creating overtime shall be posted and filled voluntarily.

2. In the event no Officer volunteers for overtime created by a known vacancy, the Chief of Police shall then offer the overtime to the most senior available Officer.

3. In the event the most senior available Officer declines the overtime, the Chief of police shall have the right to:

- a. Assign the least senior available Officer to the overtime, or
- b. Split the overtime between the previous shift and the following shift; e.g. 4 hrs. before and 4 hrs. after.

4. No member of the bargaining unit shall be mandated to work overtime more than two (2) times per month.

5. An Officer shall be considered unavailable if on



vacation, compensatory time, personal leave day, sick leave, or bereavement day.

Notwithstanding the above, scheduled departmental training, if conducted on off time shall be paid at the rate of time and one-half for all time spent in such training.

SECTION 3 - Call-Back Duty. Any officer performing call-back duty shall receive a minimum of three (3) hours pay at the rate of one and one-half times the officer's normal hourly rate.

Notwithstanding the above, when an officer is called in contiguous to the beginning of his/her shift, said officer shall be paid for the exact amount of overtime actually worked.

SECTION 4 - Court Time. The Township will pay for all overtime worked by an off-duty officer who is called upon by subpoena to testify in Court at the rate of time and one-half the officer's normal rate of pay, provided however, the officer so subpoenaed shall be paid for a minimum of two hours. Addition, said officer shall not be required to assign subpoena and mileage fees received for Court appearances to the Township, but may keep same.

Notwithstanding the above, when an officer's court attendance in contiguous to the beginning or the end of his/her shift, said officer shall be paid for the exact amount of overtime spent in court.

SECTION 5 - Longevity Pay. Years(s) of full time continuous service as of December 1 of each year:

Year 1 through 5	\$ 0.00
6 Years	300.00
7 Years	350.00
8 Years	400.00
9 Years	450.00
10 Years	500.00
11 Years	550.00
12 Years	600.00
13 Years	650.00
14 Years	700.00
15 Years	750.00
16 Years	800.00
17 Years	850.00
18 Years	900.00
19 Years	950.00
20 Years	1,000.00
21 Years	1,050.00
22 Years	1,100.00
23 Years	1,150.00
24 Years	1,200.00
25 Years	1,250.00

Payment due hereunder will be made semi-annually, with the first installment to be paid June 15, and second installment to be paid December 15 of each year.

SECTION 6 - Holidays. All police department employees shall have eleven (11) paid holidays per year, plus one (1) business day per year. These holidays shall include:

Lincoln's Birthday, Washington's Birthday, Easter, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and New Years Day. Additionally, all on-duty police department employees may request leave from 12:00 o'clock noon to 3:00 o'clock p.m. for religious observance of Good Friday; it being understood that such leave is to be granted whenever feasible, through the exercise of sound discretion by the Chief of Police. An employee must actually work his last regularly scheduled day before and his first regularly scheduled day after the holiday in order to receive holiday pay, unless such absence is excused. If an employee is scheduled to work a holiday and fails to report for work, he/she shall not be eligible for any holiday pay. If a holiday is worked, employees may choose between receiving double time or compensatory time off in an amount equivalent to the number of hours worked on the holiday. To the extent the hours worked on a holiday also constitute overtime, such compensatory time off shall be in an amount equivalent to one and one-half times the number of hours worked on the holiday, and the time off is to be approved by the command officer in charge and taken within the same pay period as the overtime hours were worked.

No employee shall be allowed to accumulate more than thirty (30) days of compensatory time. Employees with more than thirty (30) days compensatory time accumulated at the time of ratification of this contract shall have up to one (1) year from such date to use and thereby reduce their

accumulated compensatory time to the maximum level. Failure to do so will result in involuntary payment of such excess compensatory time.

#### ARTICLE VIII - VACATION TIME

SECTION 1. Amount of Vacation Time. The amount of vacation time shall be determined as follows:

- a. One (1) week paid vacation after the first full year of service.
- b. Two (2) weeks paid vacation after two (2) full years of service.
- c. Three (3) weeks paid vacation after five (5) full years of service.
- d. Four (4) weeks paid vacation after ten (10) full years of service.

Vacation time is computed on a five-day work week.

SECTION 2. Vacation Accumulation. Employees may accumulate vacation time for a total of thirty (30) days, provided that no employee shall receive any additional pay above the normal rate for working during a period which would otherwise be a vacation period, and provided further that vacation schedules would be cleared with the Chief.

#### ARTICLE IX - SICK LEAVE

Employees covered by this Agreement shall be entitled to one (1) paid sick day per month of service. Paid sick days shall be cumulative up to one hundred eighty (180)

days. Upon retirement, all accumulated sick days, up to one hundred and eighty (180) days, may be used for early retirement, provided regular pension contributions are continued during this period, and provided further that a retiring employee shall be entitled to seventy-five percent (75%) pay for accumulated sick time up to one hundred eighty (180) days upon completion of the applicable number of full years of service.

Sick leave may be used in accordance with the Family and Medical Leave Act.

#### ARTICLE X- INSURANCE

SECTION 1. Health Insurance. The Township shall provide the following insurance package: Blue Cross/Blue Shield, comprehensive Hospital care, D45NM, HMN, PTB, PSG, FAE-RC, ML, RPS, VST, ASFP, BMT, CNM, COB-3, DRI-275, FC, GLE-1, HCB-1, ICMP, RAPS, RAPS-2, RM, SAT-2, SOT-PE, XTMJ, DXTMJ, GPC-SAT-2, MMC-PDC, MMC-XTMJ, MM65, MM65-AL, CNP, TSA, NC, SUBRO2, GCP-D, complimentary 2+1 option, CDC-FC, master medical certificate option 1, prescription drug card (\$3.00), commonly referred to as "plan M", or a generally comparable plan.

The Township shall pay the DRI-275 portion of the deductible for all members of the bargaining unit who were employed by the Township on April 1, 1993. All employees hired after such date shall not be entitled to this benefit.

In the event an employee's spouse is employed by

someone other than the Township, and his/her employer provides comparable health insurance coverage, paid for by that employer, the Township shall be relieved of any liability for the purchase of health/medical insurance for said employee, if said employee so elects. It is further agreed, that the Township shall pay to said employee not receiving medical/health insurance benefits from the Township, a sum equal to the monthly single subscriber premium rate, payable to such employee quarterly. In the event an employee who was not enrolled through the Township insurance plan subsequently elects to be so covered, he/she may do so in accordance with the terms and provisions of the Township insurance plan.

SECTION 2. Life Insurance. The Township will provide all employees with a Ten Thousand Dollar (\$10,000) life insurance policy providing for double indemnity benefits in the event of accidental death.

SECTION 3. Disability Insurance. The Township will provide the employees with off-duty disability insurance coverage, effective ninety (90) days after the onset of a continuing disability, at the rate of One Hundred Dollars (\$100) per week for a maximum of fifty-two (52) weeks, in accordance with the terms and conditions of the policy then in effect.

SECTION 4. Dental and Vision Insurance. The Township will provide those employees who are included within the terms of this Agreement with a complete paid dental and vision

insurance program.

SECTION 5. Worker's Compensation. Employees who are injured on the job and receiving Worker's Compensation Pay shall also be paid the difference between such pay and one hundred percent (100%) of the employee's regular salary during the first thirteen (13) work weeks or pro-rata thereof, from the date of compensable disability and thereafter shall be permitted to use pro-rata any unused accumulated sick leave days to make-up such difference.

SECTION 6. Insurance Cost Reimbursement Plan for Retirees.

Effective upon ratification of this contract, Benton Charter Township shall provide for reimbursement for the costs of Health Insurance benefits to all police officers retiring from employment with Benton Charter Township in accordance with the terms and provisions of the Benton Charter Township Pension Board plan, specifically under the Fire and/or Police Department Pension and Retirement Act, Act 345, P.A. 1937, as amended, section 5.3375 (6) (1) (a) - Voluntary retirement (to the exclusion of other forms of retirement), spouse, and the retiree's legally dependent children under the age of nineteen (19) until such retiree reaches the age of sixty-five (65) years. The monthly premium cost of such insurance coverage shall be borne equally between Benton Charter Township and the retiree. Further the Township's monthly premium cost shall not exceed the sum of Two Hundred Dollars (\$200.00) per month for each retiree. In such event, the retiree shall pay the difference between the Township cap and the total monthly



premium.

Upon retirement the retiree shall be allowed to make application for coverage under the then current Township health insurance plan. If permitted by the insurance carrier, the employee shall be enrolled until the retiree reaches the age of sixty-five (65) or otherwise terminates the enrollment. If denied enrollment under the Township's insurance plan, the retiree shall be free to seek coverage through private carriers. If coverage is provided through a private carrier the township shall be responsible for cost reimbursement as set forth above. Further, a retiree shall be allowed to seek private insurance without first applying for coverage under the Township health insurance plan.

A retiree is not eligible for this insurance cost reimbursement program as provided for in this section, if said retiree is insured under another insurance plan provided to a spouse or other person which provides for similar or greater benefits. Upon termination of the spouseal or insurance, the retiree shall be eligible to apply for insurance coverage under the township plan, if allowed by the township insurance carrier, or for private insurance.

SECTION 7 - Cost Deduction. Each bargaining unit employee covered under this labor contract shall allow and have deducted from each paycheck a sum equal to five dollars (\$5.00) per week to be placed into a separate and identifiable account and shall be used solely for the

purpose of offsetting health insurance costs, or future premium rate increases, incurred by the township and/or retiree in providing health insurance benefits for bargaining unit employees covered hereunder. It is the intent of this provision that monies so accumulated shall first be applied to offset increased health insurance costs by retirees under this plan. Said account shall be administered by the Benton Charter Township Controller's office and shall be subject to all normal audits.

The Township shall have the rights to deduct from said fund all costs it may incur as a result of self funding the DRI-275 provision of the medical insurance plan above its expenditure of Five Thousand (\$5,000.00) Dollars (combined total with Patrol Division) per year. In the event the Township uses any funds as so provided, an accounting shall be made to the Association President.

#### ARTICLE XI - BEREAVEMENT PAY

When a death occurs in an employee's immediate family, the employee shall, upon request, receive the necessary time off up to three (3) days with pay, provided that he otherwise would have been scheduled to work at that time. An employee's immediate family shall be considered as spouse, children, father, mother, brother or sister, grandparents, father-in-law and mother-in-law, or any person who resided permanently with the employee's family in the employee's residence.

ARTICLE XII - CONTINUING EDUCATION

SECTION 1. Courses and Scheduling. Both parties approve the concept of continuing education for all Township employees. With the approval of the Chief of Police, the Township desires that employees receive consideration for applicable courses pertaining to police work. Scheduling of courses must be such that work schedules are not interrupted. Classes will be scheduled on off-duty time, except in exceptional cases when approval will be given by the Chief for on-duty classes. Upon completion of the semester course and with a grade of "C" or better by the employee, the Township will pay the employee's tuition and cost of books. The books will remain in the Department for further use by new employees.

SECTION 2. Education Bonus. The Township shall pay, on the first pay period in December of each year, an "educational bonus" as hereinafter specified to each employee, whether now employed or hereafter employed, who has earned any of the following educational degrees;

Associate's Degree	\$100.00
Bachelor's Degree	\$200.00
Master's Degree	\$300.00

ARTICLE XIII - MISCELLANEOUS

SECTION 1. Work Schedules. The command will post work schedules as far in advance as possible. The members of the Union shall be paid bi-weekly with a one (1) week holdback.

SECTION 2. Meeting Attendance. The parties recognize Benton Charter Township no longer has a Police Board. However, the Township Executive Committee has taken over the tasks previously performed by the Township Police Board. Therefore, in the event a bargaining unit member is required to attend a meeting of the Township Executive Committee, on his/her off-duty hours, said bargaining unit member shall be paid at the rate of time and one-half for all time spent in attendance.

SECTION 3. Discrimination. No employee shall be discriminated against by the Township because of the employee's religion, race, color, national origin, age, sex or marital status or other criteria prohibited by the Elliot-Larsen Act or the Americans with Disabilities Act.

SECTION 4. Off-Duty Pistols, Holsters, and Service Revolvers. Off-duty pistols, holsters and service revolvers will be furnished by the Township to certified officers, excluding dispatchers and secretaries, and the ownership thereof will remain with the Township.

SECTION 5. Gun Allowance. Police officers shall be paid an off-duty gun allowance of One Dollar and 65/100 (\$1.65) per day payable on March 31 of each year.

SECTION 6. Unsafe Vehicles. When a command officer considers a vehicle unsafe to drive, he/she will notify the Township's mechanic. If he is not satisfied with the mechanic's decision, he will notify the Township Supervisor, and they will make the final decision as to the action to be taken concerning the vehicle.

SECTION 7. Plain Clothes Allotment. Any officer who is required to work continuously in plain clothes is to be allotted Four Hundred Dollars (\$400.00) per calendar year. Any officer required to work in plain clothes for a continuous period of six (6) months up to one (1) year will be paid the full allowance of four Hundred Dollars (\$400.00). Any officer required to work in plain clothes for a continuous period of three (3) months up to six (6) months will be paid Two Hundred Dollars (\$200.00). This payment will be made at the end of each period, payable on the last pay period in March of each year. Being in uniform for short periods of time will not discount continuous service.

SECTION 8. Departmental Meetings. All officers shall attend all departmental meetings, as required, with pay if such meeting is not held during "on duty" hours. These meetings will be announced well in advance in order to eliminate conflicts with other plans.

SECTION 9 - Pistol Training and Qualification. All probationary officers shall qualify with a pistol on their own time prior to completion of probation. After this qualification, each officer shall train and qualify a minimum of two (2) times per year. Officers will be paid a minimum of two (2) hours at their regular hourly rate when qualification is required or at one and one-half (1 1/2) times their regular hourly rate when training is required on off-duty time. Command officers will endeavor to

schedule qualification during duty time, whenever possible.

SECTION 10. Furnished Equipment. Each officer shall be furnished the following equipment:

7 Long sleeved shirts	Flat badge encased in leather
7 Short sleeved shirts	Windbreaker
6 Pair of pants	Night Stick
Collar Brass	Whistle Chain
Gun Belt	Name tag & Hat Band
Handcuff Case	Service Sidearm
Night Stick Holder	Cap Badge
Cartridge Case	Bullet Proof Vest
O.C. Spray and Holder	Emblem of Command
Officer's Rank	Raincoat and Hat
Protector	Off-duty Pistol and Holder
Sweater	Car Duty Jacket
Winter, Summer and	
Fur Caps	

Ammunition will be furnished as directed by the Chief of Police. The Township shall purchase a smock for use by a plain clothes officer when performing tasks such as fingerprint dusting and searching cars.

The Township agrees to replace body armor issued to members of the bargaining unit in accordance with the manufacturer's recommendation.

SECTION 11. Flashlights. The Township will maintain twelve (12) rechargeable flashlights, or equivalent which may be used in accordance with the directions of the Chain of Command referred to in Article IV.

SECTION 12. Week-end Standby Duty Eliminated. Week-end standby duty, as well as the pay provided therefore under Phase II of the Department Mobilization Rules and Regulations of the Township, has been eliminated.

SECTION 13. Scanner Radio. Each patrol car will be equipped with a police scanner type radio.

SECTION 14. Cleaning Allowance. All uniformed employees shall receive a cleaning allowance in the sum of Four Hundred (\$400.00) Dollars per year. This sum shall be paid annually on April 1 of each year.

SECTION 15. Care of Equipment. All police officers are required to care for Township equipment and vehicles furnished to them or provided for their use by the Township.

SECTION 16. Subcontracting. The Township shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, subject to the grievance procedure, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The intent of this provision is not to eliminate bargaining unit work without first negotiating with the Union when such subcontracting is for economical reasons.

SECTION 17. Legal Counsel. Whenever a claim is made or



any civil action is commenced against an employee for conduct within the scope of their employment, the township shall provide the services of an attorney to represent and defend the officer as to any claim or civil action. The township may compromise, settle, and pay any claim or civil action. The township may compromise, settle and pay any claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an employee as a result of any civil action for conduct within the scope of employment, the township will indemnify the employee and pay, settle or compromise any judgment. The selection of an attorney to represent the employee shall be at the discretion of the township.

**ARTICLE XIV - SALARY SCHEDULES**

**SECTION 1 - Schedules.**

April 1, 1998 - March 31, 1999

	STARTING	6 MONTHS	1 YEAR
SERGEANT	\$37,742.00		\$39,124.00
LIEUTENANT	\$41,515.00	\$42,277.00	\$43,036.00

April 1, 1999 - March 31, 2000

SERGEANT	\$39,063.00		\$40,493.00
LIEUTENANT	\$42,968.00	\$43,757.00	\$44,542.00

April 1, 2000 - March 31, 2001

SERGEANT	\$40,626.00		\$42,113.00
LIEUTENANT	\$44,687.00	\$45,507.00	\$46,324.00

In addition to the regular salary schedule as herein provided, detectives shall receive a five percent (5%)

premium pay.

SECTION 2. New Bargaining Unit Positions. If, during the life of this Agreement, a new bargaining unit job is created, the Employer shall establish the job duties and salary applicable thereto and shall promptly notify the Union of its decision. If the Union believes the salary thus set is inadequate, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the salary assigned to the aforementioned job.

#### ARTICLE XV - PROMOTIONS

SECTION 1. Vacancies. New positions and vacancies in classifications in this bargaining unit, including the Chief of Police, shall be filled by promotion of employees in this bargaining unit in accordance with the procedures set forth in this Article.

SECTION 2. Eligibility Requirements. The minimum eligibility requirement for promotion to the current classifications above the rank of Sergeant, not including Chief of Police, in this bargaining unit shall be two (2) year of employment as Sergeant in the Police Department.

SECTION 3. Posting of Vacancies. The Township shall post openings in the classifications on the bulletin board for a period of ten (10) days (Saturdays, Sundays and Holidays excluded). During said ten (10) days period, members of this bargaining unit who are eligible for promotion to such

classification(s) may bid for such promotion by presenting to the Chief, or his designated representative, a written and signed notification of desire to be considered for promotion.

SECTION 4. Written Testing. Eligible bargaining unit members who bid for a promotion shall take a written examination which shall be practical in character and designed to fully and fairly test the comparative merit and fitness of the person examined to discharge the duties of the classification. The written examination shall constitute up to a maximum of fifty (50) points of an applicant's total final score.

SECTION 5. Performance Evaluation. An applicant's performance potential in the classification shall be evaluated by the Chief of Police and Township Supervisor. Such evaluation shall be on the basis of an average of the applicant's semi-annual evaluation report(s) completed within the twelve (12) month period preceding the date of the posting of the promotion opportunity as well as other information deemed relevant by the Supervisor. If no such evaluation form is in existence for an applicant, then the Chief of Police shall conduct an evaluation based upon the same factors. The performance potential rating shall constitute a maximum of fifteen (15) points of an applicant's total final score. The Chief of Police shall rate to a maximum of 15 points of the applicant's total final score.

SECTION 6. Seniority Points. Each applicant shall receive

points for departmental seniority as follows:

Three (3) to five (5) years	2 points
Five (5) to ten (10) years	6 points
Ten (10) to fifteen (15) years	8 points
Fifteen (15) years and over	10 points

SECTION 7. Oral Testing. An oral examining board shall be appointed by the Chief with the approval of the Township Supervisor, and shall consist of not less than three (3) certified law enforcement officers of the rank of the classification(s) being filled or above who are not employees of the Township. The abilities of the applicants to perform the job duties in the classification(s) shall be compared through consideration of the following criteria:

1. Education and experience.
2. Discipline and commendations.
3. Participation in departmental training programs.
4. Sick leave record.
5. Physical fitness of the applicant.
6. Other relevant matters in the oral examining board's discretion.

The average score obtained by an applicant before the oral examining board shall constitute up to a maximum of twenty-five (25) points of the applicant's total final score.

SECTION 8. Final Score. The total final score of each applicant shall be determined. Each applicant with a score of seventy five (75) or above shall be placed on an

eligibility list ranging from the highest through the lowest. The Township Board of Trustees shall select for promotion from among the top three (3) employees on the eligibility list. The eligibility list shall remain in effect for a period of one (1) year from the date of the establishment of the list or until such time as less than three (3) names appear on the list. If, upon completion of the promotion procedure, the eligibility list contains less than three (3) names, the Township board may appoint from the list or conduct a new examination as defined in Sections 4 through 7 above.

SECTION 9. Seniority Retention. Any employee who has in the past held a position which is now in this bargaining unit and has been promoted to a position in the police department outside of this bargaining unit, and any employee who in the future is promoted to a position in the police department outside of this bargaining unit, shall accumulate seniority in this bargaining unit while performing work in the police department in a position outside of this bargaining unit; provided that any employee appointed Chief shall retain such seniority only during a probationary period of one (1) year, and thereafter shall be without any seniority rights in the bargaining units from which he was promoted.

#### ARTICLE XVI - DISCIPLINE AND DISCHARGE

SECTION 1. Just Cause. The Employer agrees that it shall not discipline or discharge an employee except for just

cause.

SECTION 2. Copies of Charges. The Labor Council representative shall be given a copy of all reports, complaints or other information which are used as a basis for disciplinary action. Such information shall be provided prior to disciplinary action being taken.

SECTION 3. Notification. An employee who is disciplined, suspended or discharged shall be provided notification of such and the reasons therefore. A copy of such notification shall be provided to the Union local.

SECTION 4. Grievance Advancement. When an employee wishes to file a grievance regarding any disciplinary action that involves suspension or discharge, he/she must do so at Step 4 of the Grievance Procedure outline in the Labor Agreement within five (5) working days of the date of such suspension or discharge.

SECTION 5. Election of Remedy. Should an employee choose to contest any disciplinary action by appeal to or use of any statutory remedy including but not limited to Act 78, Civil Service Act or the Veteran's Preference Act, the employee shall not have use of binding arbitration as provided for in this collective bargaining agreement.

SECTION 6. Personnel files. Personnel files shall be governed by the Bullard-Plawecki Act, as amended.

#### ARTICLE XVII - LAYOFF & RECALL

SECTION 1. Layoff Defined. The word "layoff" shall mean a

reduction in the work force.

SECTION 2. Layoff Procedure. When the Township deems it necessary to lay off an employee, the Township will notify the employee fourteen (14) calendar days in advance if at all possible. Layoff should be in inverse order of seniority. This means that the least senior employee shall be laid off first and the most senior employee shall be laid off last.

SECTION 3. Recall Procedure. Employees shall be recalled in order of seniority. This means that the most senior employee shall be recalled first and the least senior employee shall be recalled last.

SECTION 4. Temporary Layoffs. If for any reason the Township deems it necessary to lay off temporarily any employee, the layoff shall not exceed thirty (30) days, and the seven (7) calendar days advance notice shall be waived. However, the Township shall make every effort to notify the employee of said temporary layoff at the earliest date possible.

SECTION 5. Bumping Rights. In the event a member of this bargaining unit is laid-off for any reason, said member shall have a right to exercise his seniority to bump into a lower classification so long as he has sufficient seniority and the necessary qualifications to perform the job. The notice of election to exercise bumping rights must be given, in writing, to the Chief of Police within twenty-eight (28) calendar days of receipt of the notice of lay-off.



ARTICLE XVIII - LEAVE OF ABSENCE

SECTION 1. Requested Leaves. A leave of absence is an authorized absence from work. Employees on such a leave do not accumulate seniority, but they do retain all previously accumulated benefits. Leaves of absence must be requested in writing, in advance, and approved by the Chief of Police. All requests for leaves of absence will be considered on the basis of the employee's service to the Township. The employee must understand his previous job assignment will not be guaranteed for him upon his return, but every effort will be made to place him in the same or similar job assignment. Leaves of absence are granted for specific durations. Failure of an employee to report promptly for work as specified in the leave of absence will result in immediate termination of employment and seniority will be forfeited. Any falsification of the reason for a leave of absence will result in disciplinary suspension. Extension of leaves of absence will be considered in each individual case.

SECTION 2. Jury Duty Leave. Employees summoned by the Court to serve on jury duty shall be given a leave of absence for the period of their jury duty for each day the employee would otherwise have worked and shall receive the difference between his/her pay for jury duty and his/her regular pay up to a maximum of thirty (30) days per year.

In order to receive jury duty pay from the Township, the employee must request jury duty leave of absence in

submit documentation of the date and time served as juror, and must present a Court receipt for the amount of pay received.

#### ARTICLE XIX - RESIDENCY REQUIREMENT

All employees of the Benton Township Police Command Officers Association encompassed within the bargaining unit covered by the terms of this Agreement must reside within a twenty (20) mile radius from the nearest borders of Benton Charter Township.

#### ARTICLE XX - RETIREMENT

For purposes of determining retirement pay, "average final compensation" shall mean the average of the three (3) years of highest annual compensation received by a member during his ten (10) years of service immediately preceding his retirement or leaving service.

The multiplier shall be 2.5% for the first twenty five (25) years of service. The previous 1% for service beyond twenty five (25) years shall be eliminated. There shall be no additional credit for years of service beyond twenty-five years of service. Police Officers shall contribute six and one-half (6.5%) percent of their annual earnings towards retirement.

#### ARTICLE XXI - UNION SECURITY & DUES CHECKOFF

SECTION 1. Representation Fee. As a condition of

continued employment, all present employees covered by this Agreement shall pay to the Union a uniformly required representation fee. All employees covered by this Agreement who are hired after the effective date thereof, shall pay a representation fee equivalent to the amount uniformly required, within thirty (30) days after the date of hire.

SECTION 2. Equal Representation Fee. The "representation fee", as used herein, is that amount of money which is determined from time to time and which is uniformly levied on all bargaining unit employees.

SECTION 3. Compliance. Employees shall be deemed to be in compliance with this Article if they are not more than thirty (30) days in arrears for payment of the representation fee.

SECTION 4. Indemnification. The Union agrees to indemnify and save the Township harmless against any and all claims, suits and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Township in reliance upon or in compliance with the terms and provisions of this Article.

SECTION 5. Payroll Deduction. During the term of the Agreement, the Township shall deduct periodic monthly representation fee from the pay of each employee who voluntarily executes and files with the Township a proper Checkoff Authorization Form. The following Checkoff

Authorization Form shall be used exclusively and shall be supplied by the Union:

DUES CHECKOFF FORM

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$ \_\_\_\_ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit. The amount deducted for the representation fee shall be paid by the 20th of each month to the POLICE OFFICERS LABOR COUNCIL. It is sent directly to: POLICE OFFICERS LABOR COUNCIL, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083.

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(PRINT) Last Name      First Name      Middle initial

---

Address                              City                              State                              Zip

---

Social Security Number              Signature                              Date

SECTION 6. Deduction Authorization. A properly executed copy of the written Checkoff Authorization Form for each employee for whom Union representation fees are to be deducted shall be delivered to the Township Clerk before any payroll deductions are made.

SECTION 7. Refunds. In cases where a deduction is made which duplicates a payment already made to the Union, refunds to the employee will be made by the Union.

SECTION 8. Representation Fee Amount. The Union shall

notify the Township Clerk of the proper amount of Union service fees and any subsequent changes in such amounts. The Township shall furnish the Union a monthly record in duplicate of those employees for who deductions have been made together with the amount deducted.

SECTION 9. Employee Roster. The Township will make available to the Union the names of all employees separated from the payroll, recalled or rehired, on layoff or on leave of absence.

#### **ARTICLE XXII - INVESTIGATORY COMPLAINTS**

In the event a complaint is made against a bargaining unit member which may result in disciplinary action, the following procedure shall apply:

1) If, in the investigation of a complaint, an employee is requested to appear before an official of Benton Charter Township, the employee shall be fully advised of the nature of the complaint being investigated and that the investigation may result in disciplinary action.

2) Upon request of the bargaining unit member for union representation, such representation shall be granted and the union shall provide such representation. Such representation may be any member of the bargaining unit, steward, or F.O.P. representative. When such representation has been requested, representation shall be timely provided by the union. It is the obligation of the

union to provide, in a timely fashion, a union representative if requested and normally said representative should be provided within the same work shift or work day as requested.

3) Bargaining unit members shall be required to answer questions relating to performance as an employee of the Police Department of Benton Charter Township as relates to the complaint. Refusal to answer such questions may result in disciplinary action up to and including discharge.

#### ARTICLE XXII - COMPLETE AGREEMENT

No Agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such Agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement or agreements, understanding, and arrangements heretofore existing, subject to the provision of Article XXIII.

#### ARTICLE XXIII - PAST PRACTICE

Both the Township and Union subscribe to the principal that this contract should be the complete agreement between

the parties.

The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years duration.

If any claimed understanding, agreement, or past practice that arises during this Agreement and comes to the attention of either party during the life of this Agreement which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach agreement within 30 days of their initial meeting, the dispute shall be submitted to arbitration under the Grievance provision of this agreement. The Union shall have the burden of proof. If it does meet this burden, the Township shall prevail only if the Township can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitrating proceeding.

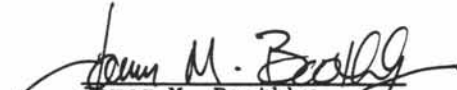
#### ARTICLE XXIV - TERM OF CONTRACT

The terms and covenants of this Agreement shall remain in effect until March 31, 2001 provided further, the terms of this agreement shall automatically renew for additional year thereafter, unless either the Township or the Association request to renegotiate the terms of this Agreement. Such request shall be made in writing and



delivered to the opposite party at least sixty (60) days prior to the date of the expiration of this Agreement.

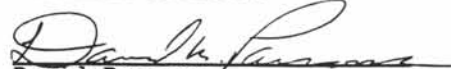
BENTON CHARTER TOWNSHIP

  
James M. Boothby,  
Supervisor

  
Carolyn Phillips,  
Clerk

  
Darlene Capozio,  
Treasurer

POLICE OFFICERS  
LABOR COUNCIL  
COMMAND DIVISION

  
David Parsons,  
President

  
Fred LaMaire,  
POLC Representative

MEMORANDUM OF UNDERSTANDING

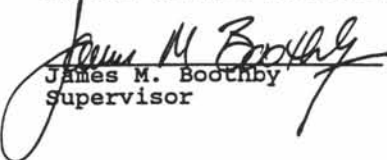
THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 31<sup>st</sup> day of August, 1998, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "TOWNSHIP", and the Police Officers Labor Council, COMMAND OFFICERS DIVISION, hereinafter referred to as the "Union"..


The parties hereto agree the following language shall be added to the rules and regulations governing the Union:

"Under normal circumstances, all bargaining unit members are expected to adhere to the above mentioned chain of command, after first reporting to his/her immediate supervisor."

BENTON CHARTER TOWNSHIP

COMMAND OFFICER DIVISION

  
James M. Boothby  
Supervisor

  
Fred LaMaire  
Labor Council Representative

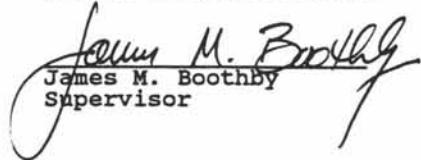
MEMORANDUM OF UNDERSTANDING

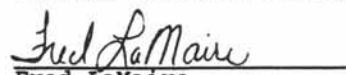
THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of August, 1998, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "TOWNSHIP", and the Police Officers Labor Council, COMMAND DIVISION, hereinafter referred to as the "Union".

In the event a police officer leaves employment (other than being discharged for just cause) prior to said police officer being eligible for benefits under the cost reduction plan, or voluntarily forfeiting all rights to participate under this plan, said police officer shall be entitled to the return of his/her contributions made under this plan for all years in which the Township did not utilize the fund in accordance with Article X Section 7 of this Agreement.

BENTON CHARTER TOWNSHIP

COMMAND OFFICERS DIVISION

  
James M. Boothby  
Supervisor

  
Fred LaMaire  
Labor Council Representative

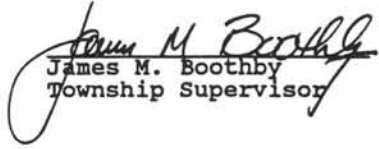
MEMORANDUM OF UNDERSTANDING


THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 27th day of August, 1998, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "TOWNSHIP", and the Police Officers Labor Council, COMMAND DIVISION, hereinafter referred to as the "Union".

The Township shall afford an equal opportunity to all bargaining unit members, who would have otherwise qualified for the position of Chief of Police, to apply and test for the position of Chief of Police.

BENTON CHARTER TOWNSHIP

COMMAND OFFICERS DIVISION

  
James M. Boothby  
Township Supervisor

  
Fred LaMaire  
Labor Council Representative

