

3/31/94

LABOR AGREEMENT

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 1562

AND

BENTON CHARTER TOWNSHIP

April 1, 1989
to
March 31, 1994

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 1989, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "Township", and the International Association of firefighters Local 1562, 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 Fire Department, to provide for the peaceful settlement of all disputes that may arise between the parties hereto, and to set forth the full agreement between the parties concerning rates of pay, salaries, hours of employment, and other conditions of employment.

ARTICLE II - RECOGNITION

1. The Township recognizes the Union as the official bargaining agent for its firefighters, excluding from this particular bargaining unit the Chief of the Department and the volunteer firemen.

Benton Township

ARTICLE II - RECOGNITION

2. The Township will negotiate with the Union at all mutually agreeable times and places, in the manner herein provided, with the chosen accredited representatives of the Union, for the purpose of settling any grievance which now exists or may arise in the future with any amendments or changes in the Agreement.

ARTICLE II - RECOGNITION

3. The Township shall have and possess the exclusive right to administer and manage its agencies, departments, offices and services of its employees in all matters not in conflict with or changed by the provision of this Agreement including by way of example and not in limitation the right to direct its employees, to plan, direct and control the operation of its agencies, departments, offices and services, to hire, suspend or discharge for legitimate cause, to promote, transfer or relieve employees from duty because of lack of work or for any other legitimate reasons, to maintain the efficiency of the governmental operation, and to make rules and regulations for the conduct of employees and the safety of the work force. The exercise of any of these rights of the Township shall not be used for the purpose of discrimination or injustice against any employee because of his or her activity in or on behalf of the Union.

ARTICLE III - REPRESENTATION

1. Employees shall be represented by elected officers of the Union or other designated representatives and/or one or more of the State or International Union representatives, and the Township shall be represented by its Executive Committee, but neither the Township nor the Union may have more than three (3) representatives.

ARTICLE III - REPRESENTATION

2. a. The Township agrees to deduct from the wages of each employee who is a member of the Union, all Union membership dues and service fees uniformly required, if any, as provided in a written authorization in accordance with the standard form contained herein, provided that said form shall be executed by the employee. The written authorization for Union dues and/or service fees deduction shall remain in full force and effect for the duration of this agreement.

b. Dues and fees will be authorized, levied and certified in accordance with the constitution and By-Laws of the Local Union. Each employee and the Union hereby authorizes

the Township to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts.

c. Deductions shall be made in accordance with the provisions of said Authorization for Check-Off, together with the provisions of this agreement. The Township shall have no responsibility for the collection of membership dues or any other authorized deductions.

d. 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 cost 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.

e. Authorization Form (see Appendix B)

ARTICLE III - REPRESENTATION

3. a. The Township agrees to deduct from the wages of each employee who is not a member of the Union, the Union representation fee as provided in a written authorization in accordance with the standard form used by the Township herein, provided that said form shall be executed by the employee. The written authorization shall remain in full force and effect for the duration of this Agreement.

b. The amount of such representation fee will be determined as set forth in Article 3 of this Agreement.

c. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Representation Fees, together with the provisions of this Agreement. The Township shall have no responsibility for the collection of representation fees or any other deductions not in accordance with the provision.

d. 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.

ARTICLE III - REPRESENTATION

4. a. When Deductions Begin. Check off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the authorization form is tendered to the Township and shall be deducted the first pay

period of the next calendar month and on the first pay period of each calendar month thereafter.

b. Remittance of Dues and Fees to Financial Officer. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Council no later than the end of the month in which the deductions were made. The Township shall furnish the designated financial officer of the Local Union a monthly listing of amounts deducted and names and addresses of all employees from whom deductions have been made.

ARTICLE IV - GRIEVANCES

1. A grievance is defined as a claim of a violation of a specific provision or provisions of this Agreement.

ARTICLE IV - GRIEVANCES

2. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes which may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, it must be a violation of a specific provision or provisions of the Agreement and must be presented within ten (10) working days from the occurrence of the event and/or the employee's first knowledge of same.

Any grievance files shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth facts pertaining to such alleged violation(s).

First Step: In all instances the grievance shall be discussed by the employee with the Fire Chief. The Fire Chief shall answer within three (3) working days.

Step Two: In the event the grievance cannot be satisfactorily settled by the Fire Chief, the employee, with a Union representative, may take the matter before the Supervisor and/or his designee of the Township, who shall act as a mediator in the dispute. Supervisor and/or his designee shall answer within five (5) working days.

Step Three: In the event the grievance cannot be satisfactorily settled as above provided, the matter shall be reduced to writing, signed by the employee and Union representative, and presented to the Township Executive Committee. A written answer will be given by the Township Executive Committee within ten (10) days after presentation of the grievance to the committee, and said answer to be given to the Union representative and the employee who signed the grievance.

If the grievance is not satisfactorily settled by the Executive Committee either party may request the American Arbitration Association to assign an arbitrator to the case in accordance with the voluntary rules of labor arbitration.

ARTICLE IV - GRIEVANCES

3. Arbitrator's Powers: The Township, the employees, the Union and the independent arbitrator shall be subject to the following:

a. The arbitrator shall be empowered to rule only on a grievance(s) which involves an interpretation or application of this Agreement.

b. The arbitrator shall not add to, subtract from, ignore, or change any of the provisions of this Agreement.

c. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate or rule upon the exercises of the Township's rights not otherwise specifically abridged by this Agreement.

d. The Association's administrative fee and other charges and the Arbitrator's charges for the services and expenses shall be shared equally by the Township and the Union.

e. The arbitrator's decision shall be final and binding upon the employees, the Union and the Township, and shall not be subject to further review.

ARTICLE IV - GRIEVANCES

4. Time Limits. Any grievance not answered by the Township within the prescribed time limits herein set forth the grievance shall then be advanced to the next step of the grievance procedure

Any grievance not appealed by the Union within the prescribed time limits shall be deemed settled on the basis of the Township's last answer.

ARTICLE V - SALARIES

1. Regular full-time work week shall be fifty-Three (53) hours, provided it be understood at all times that the hours for a regular full-time work week shall be made to conform to the applicable provisions of State and Federal law.

ARTICLE V - SALARIES

2. For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

ARTICLE V - SALARIES

3. All salaries shall be paid in bi-weekly installments. On the August 15, 1980 pay date all employees received one-half (50%) of their normal bi-weekly rate to initiate a one (1) week holdback for the Township. It is hereby acknowledged by the Township that all bargaining unit employees are owed one-half (50%) of their normal bi-weekly pay due to the Township's one (1) week holdback policy.

ARTICLE V - SALARIES

4. All overtime shall be paid at the rate of one and one-half the normal rate, and all overtime shall be voluntary; provided, however, when a firefighter is called back for overtime work, he shall be paid on the basis of a minimum of three hour's call-back time. Overtime shall be offered to a firefighter based on a list to be established by the Fire Chief, in the first instance by seniority, except when such senior firefighter is on vacation or sick leave, and thereafter on the basis of overtime worked or overtime offered and refused. Should a firefighter refuse an offer of overtime which has been offered, his/her name shall be placed at the bottom of the list until each and every firefighter has been offered an opportunity to work an equal number of overtime hours. All new bargaining unit hires shall be placed at the bottom of the established overtime list.

ARTICLE VI - VACATIONS

1. Employees shall be entitled to vacations in accordance with the following schedule:

a. Three (3) work days with pay after one (1) full year of service.

b. Six (6) work days with pay after two (2) full years of service.

c. Seven (7) work days with pay after five (5) full years of service.

d. Eight (8) work days with pay after eight (8) full years of services.

e. Nine (9) work days with pay after eleven (11) full years of service.

f. Ten (10) work days with pay after fourteen (14) full years of service.

g. Eleven (11) work days with pay after seventeen (17) full years of service.

h. Twelve (12) work days with pay after twenty (20) full years of service.

ARTICLE VI - VACATIONS

2. Proposed vacation schedules shall be submitted to the Fire Chief no later than April 1 of the year that the vacation shall be taken. Priority in vacation schedules shall be given on the basis of seniority. All vacations must first have the prior approval of the Fire Chief.

ARTICLE VI - VACATIONS

3. It is further agreed that the employees may take one or more work days of vacation at a time, rather than all their vacation at once, provided that this vacation is cleared through and approved by the Fire chief, who shall take into consideration the employee's request and the fire department's manpower needs for the vacation day requested.

ARTICLE VII - SICK LEAVE

1. Employees shall accrue sick leave at the rate of one-half (1/2) day per pay period with a maximum accumulation of one hundred eighty (180) working days. Sick leave shall be paid at the employee's regular straight time rate of pay and be paid the pay period in which it is authorized.

ARTICLE VII - SICK LEAVE

2. Effective upon ratification of this agreement by the parties hereto; upon normal retirement all bargaining unit employees shall be entitled to pay at the rate of Ninety-five Dollars (\$95.00) per day for all unused but accumulated sick leave days up to a maximum of one hundred eighty (180) accumulated twenty-four (24) hour working days of sick leave. This sick leave payout provision shall not apply to an employee discharged for cause by the Township.

Effective April 1, 1989, the pay out rate shall be Ninety-five Dollars (\$95.00) per day for all accumulated sick leave days up to a maximum of one hundred eighty (180) accumulated twenty-four (24) hour working days of sick leave. Effective April 1, 1990, the sick leave pay out rate shall be Ninety-eight Dollars (\$98.00) per day for all accumulated sick leave days up to a maximum of one hundred eighty (180) accumulated twenty-four (24) hour working days of sick leave. Effective April 1, 1991, the pay out rate shall be One Hundred

and Two Dollars (\$102.00) per day for all accumulated sick leave days up to a maximum of one hundred eighty (180) twenty-four (24) hour working days of sick leave. Effective April 1, 1992, the pay out rate shall be One Hundred and Five Dollars (\$105.00) per day for all accumulated sick leave days up to a maximum of one hundred eighty (180) twenty-four (24) hour working days of sick leave. Effective April 1, 1993, the pay-out rate shall be One Hundred and Nine Dollars (\$109.00) per day for all accumulated sick leave days up to a maximum of one hundred eighty (180) twenty-four (24) hour working days of sick leave.

ARTICLE VII - SICK LEAVE

3. Sick leave is to be used for personal illness only. Sick leave may not be used for vacations. Sick leaves must be reviewed and approved by the Fire Chief who must be notified daily prior to the starting time of the employee's inability to work because of illness. The daily notification procedure may be waived or done on a different mutually agreeable basis in cases of a verifiable long term illness.

Paid sick leave may be denied for failure of the employee to notify the Fire Chief within fifteen (15) minutes after the starting time of his inability to work, insufficient evidence of illness, and abuse of sick time, unless it is impossible or unreasonable for the employee to so notify.

ARTICLE VII - SICK LEAVE

Employees, who are reasonably suspected of abusing sick leave, may be required to submit a physician's statement or other adequate proof of illness or scheduled medical appointment to receive sick leave payments. Employees may be required to submit a physician's statement of ability to return to work without limitations or restrictions in cases of illness or injuries resulting in absences of three (3) days or longer.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Life Insurance.

The Township shall provide to the employees a group life insurance plan which will provide a Ten Thousand Dollar (\$10,000.00) life insurance benefit for each employee. The Township shall further provide to the employees, firefighters, Plan I of the Life Insurance Program, established by the Michigan Townships Association, or a program equivalent thereto.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Hospitalization Medical Coverage.

The Township shall provide a complete paid health insurance program to the employees of the Fire Department and their dependents.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Dental Coverage.

The Township will provide those employees who are included within the terms of this Agreement with a dental insurance program.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Disability Insurance.

The Township will provide the employees who are included within the terms of this Agreement with off-duty disability insurance coverage, effective ninety (90) days after the onset of a continuing disability, at the rate of One Hundred Dollars (\$100.00) per week for a maximum of fifty-two (52) weeks.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Insurance Provision.

The Township may change its insurance program on a Township-wide basis during the term of this Agreement so long as its new program provides employees with comparable levels of benefits. When employment is interrupted by layoff, discharge, quit, leave of absence lasting more than thirty (30) calendar days, or any other reason, all insurance coverage terminates on the day of separation or on the 30th day of a leave of absence. Upon such termination, employees will be furnished with written notification of the date that insurance coverage will expire and be given all other pertinent information to enable them to carry the insurance at their own expense if they so desire. E*

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

As a condition of continued receipt of benefits, the Township, at its own expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work without limitations or restrictions.

Should the Township be obligated to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Township under insurance policies currently in effect, it is

the intent that the Township not be obligated to provide double coverage and to escape such double payments, the Township will be permitted to cancel benefits or policies which duplicate, in whole or part, compulsory governmentally sponsored programs.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

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 fire fighters retiring from employment with Benton Charter Township in accordance with the terms and provisions of the Benton Charter Township Pension Board plan, specially 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 setforth 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 spousal 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.

ARTICLE VIII - MEDICAL AND DISABILITY INSURANCE

Each bargaining unit employee covered under this labor contract shall allow and have deducted from each paycheck a sum equal to ten dollars (\$10.00) 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.

In the event a fire fighter leaves employment (other than being discharged for just cause) prior to said fire fighter being eligible for benefits under this plan, or voluntarily forfeiting all rights to participate under this plan, said fire fighter shall be entitled to the return of his/her contributions made under this section.

ARTICLE IX - HOLIDAYS

Employees shall receive ten (10) paid holidays, as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Lincoln's Birthday, Washington's Birthday, Veteran's Day, and Christmas Day.

ARTICLE IX - HOLIDAYS

Each employee shall be entitled to one (1) personal day per contract year with pay. An employee desiring to take his/her personal day shall submit a request in writing to the Fire Chief at least one (1) day prior to the requested day. The Fire Chief shall grant the request unless there would not be sufficient persons to operate the department. If two or more employees request the same day priority shall be given on the basis of seniority. Personal days may not be accumulative and shall be taken in no less than four (4) hour increments.

ARTICLE IX - HOLIDAYS

Holiday pay for employees, regardless of which holiday worked, shall be paid by dividing the base salary for said employee as provided for in this Agreement by 52 weeks, to determine the weekly salary of said employee. The Holiday pay shall constitute two (2) weeks of said salary, and shall be paid during the first pay period of each year by separate check. Likewise, on the same date, if the business day or portion thereof is not taken by said employee as provided in Section 1, said employee shall be entitled to one day's additional wage, or the unused portion, by separate check.

ARTICLE X - GENERAL

Relief.

The Township will arrange relief without loss of pay for Union officials, upon request, to attend negotiations and/or grievance proceedings before the Fire Chief, Executive Committee, or members of the State or Federal Labor Mediations Board, or Civil Service Board, when said business is in conflict with on-duty hours. The Township shall arrange for relief for on-duty firemen for jury duty, court appearances, death in the family, or family emergencies.

All such requests shall be presented to the Fire Chief for approval in scheduling not less than five (5) days prior to such relief where practicable, except in emergency situations. Firemen required to make a court appearance on an off duty day will be paid Thirty Dollars (\$30.00) therefore and be permitted to keep any fees or allowance received through the Court, provided such court appearance arises out of their duties as firemen for the Township.

ARTICLE X - GENERAL

Officer in Charge.

No person other than an officer of the Fire Department shall be left in charge of a fire station. In the event of a vacancy created by sickness or vacation of an officer, or condition outlined in Section 1 of Article X, and no other officer is available for relief, the Fire Chief may appoint a subordinate as temporary officer to fill this vacancy, and such appointee shall receive the higher daily rate of pay of the position he is filling, for the duration of the appointment.

ARTICLE X - GENERAL

Personnel Records.

At the request of either the Chief or an employee, the records of said employee may be reviewed within a reasonable time after said request.

ARTICLE X - GENERAL

Transfers and Lay-Offs.

In the event an opening at the fire station occurs for any reason, transfers to fill such opening shall be available to employees on the basis of seniority and rank provided, however, such transfer shall not be detrimental to the over-all operation of the Department in the opinion of the Fire Chief. Notice of openings shall be posted on bulletins boards in the fire stations two (2) weeks prior to implementation. Lay-offs shall occur in reverse order of seniority without regard to seniority in rank.

ARTICLE X - GENERAL

Trading of Hours.

Employees shall retain the right to trade working hours by mutual consent, with the prior approval of the Fire Chief. Provided however, the Township shall not incur increased or extra cost by reason of trading of hours.

ARTICLE X - GENERAL

Liability.

The Township shall assume liability for the action of all on duty firemen, while acting in the line of duty.

ARTICLE X- GENERAL

Vaccinations.

The Township, during the life of this agreement, shall provide all firefighters covered by this agreement with Hepatitis B vaccinations.

ARTICLE X- GENERAL

Manning.

The Township subscribes to the policy of providing a minimum manning of five (5) firefighters on duty at all times. However, in recognition of the economic impact of such policy, the Township shall be allowed to deviate from such policy, if in it's judgment, economic conditions so dictate. The issue of economic necessity shall be a grievable issue.

ARTICLE XI - UNIFORMS

Work uniforms shall be replaced on a semi-annual basis at the rate of two (2) complete uniforms every six (6) months.

ARTICLE XII - LEATHER GOODS

It is further agreed that the Township will provide for the employees of the Fire Department contained herein, one pair of shoes and one belt. These items shall constitute the leather goods supplied by the Township to the employees of this bargaining unit. The leather goods shall be replaced when needed, as determined by the Fire Chief.

ARTICLE XIII - DISABILITY PAY

Employees who are injured on the job and receiving workmen'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 two hundred (200) calendar

days from the date of disability, and thereafter shall be permitted to use pro-rata any unused accumulated sick days to make up such difference.

The above provided supplemental disability pay as provided for herein shall be reduced by an amount equal to the compensation received by the Employee from the Disability Insurance Carrier as provided for in Article VIII of the Agreement.

ARTICLE XIV - CONTINUING EDUCATION

Section 1. Both parties approve the concept of continuing education for all Benton Township employees. With the approval of the Fire Chief, the Township desires that firefighters receive consideration for applicable courses pertaining to fire technology.

ARTICLE XIV - CONTINUING EDUCATION

Section 2. The Township shall grant three (3) compensatory days off annually to employees having earned a certificate (minimum of 30 semester hours) or an Associate, Bachelors or Masters Degree in a fire technology program, with said days to be taken without seniority when available.

ARTICLE XIV - CONTINUING EDUCATION

Section 3. It is understood by the parties hereto that the above-mentioned compensatory time off shall be used only so that no economic costs are incurred by the Township. No compensatory time off shall be used if overtime or other costs to the Township occurs; except "rank" differential pay. Further, all compensatory days shall be taken only with the approval of the Fire Chief.

ARTICLE XIV - CONTINUING EDUCATION

Section 4. Notwithstanding Sections 1, 2, and 3 or this Article, the continuing education benefit shall not apply to any bargaining unit employees hired on or after April 1, 1985.

ARTICLE XV - 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 the member during his ten (10) years in service immediately preceding his retirement or leaving service.

ARTICLE XVI - TRAVEL TO OTHER STATIONS

The Township shall make every effort to provide a vehicle, or make same available, for use by the Fire Department for travel to other stations. In the absence of said vehicle, employees shall be paid mileage at the rate of fifteen cents (\$.15) per mile.

ARTICLE XVII - FOOD ALLOWANCE

During the term of this labor contract, the Township will provide a year's food allowance in the amount of Six hundred Dollars (\$600.00) earned at a rate of One Dollar and .64/100 (\$1.64) per day and payable on April 1 and October 1 in equal installments. If any firefighter leaves the employment of the Township prior to year-end, an adjustment will be made according to the number of days he was employed by Benton Township.

Since all firefighters are expected to remain at their respective duty stations at all times, it is understood that firefighter shall take all meals at their assigned fire station.

ARTICLE XVIII - RESIDENCY

All employees of the Benton Township Fire Department, encompassed within the bargaining unit covered by the terms of this Agreement, must reside within a ten (10) mile radius from the nearest borders of Benton Township.

ARTICLE XIX - YEARS IN SERVICE

1. The following years in service plan will be paid to all qualified employees who are actively on the payroll as of December 1, of any year and pro-rata to qualified employees who have retired during the year, except as provided in Section 2 of this Article. Employees who have had their employment terminated for cause shall not be entitled to this benefit.

Year(s) of full time continuous service as of December 1 of each year	Amount
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

ARTICLE XIX - YEARS IN SERVICE

2. The pay for years in service shall be made during the first pay period in December of each year by separate check. Provided, that should an employee retire with twenty-five (25) or more years of service at any time prior to December 1 of each year the employee shall be entitled to the payment for years of service as set forth in this section even though he is not on the payroll as of the first pay period of December.

ARTICLE XX - PAST PRACTICE

Both the Township and the 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 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 the Agreement. The Union shall have the burden of proving a past practice and shall not prevail if it fails to meet this 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 XXI - COMPLETE AGREEMENT

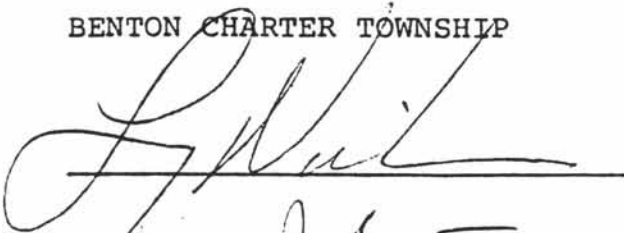
This Agreement shall supersede any rules, regulations or past practice of the Board which may be contrary or inconsistent with its terms. The provisions of this Agreement shall constitute the entire agreement between the parties hereto and shall supersede and cancel all prior agreements, arrangements, understandings or past practices of the Board or the Union.


ARTICLE XXII - TERM OF AGREEMENT

The terms and covenants of this Agreement shall become effective April 1, 1989 and shall remain in full force and effect through March 31, 1994.

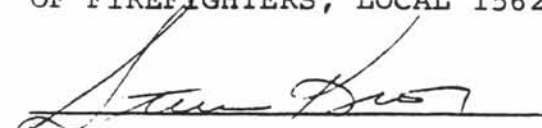
BENTON CHARTER TOWNSHIP


INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 1562





J. Michael McCausland





Negotiated by:
Attorney Donald D. Dettman
1211 E. Napier Avenue
Benton Harbor, MI 49022

APPENDIX "A"

SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>4/1/89</u>	<u>EFFECTIVE</u> <u>4/1/90</u>	<u>EFFECTIVE</u> <u>4/1/91</u>	<u>EFFECTIVE</u> <u>4/1/92</u>	<u>EFFECTIVE</u> <u>4/1/93</u>
REGULAR FIREMAN	\$19,779.00	\$20,471.00	\$21,187.00	\$21,929.00	\$22,697.00
REGULAR FIREMAN	21,522.00	22,275.00	23,055.00	23,862.00	24,697.00
REGULAR FIREMAN	23,265.00	24,079.00	24,922.00	25,794.00	26,697.00
REGULAR FIREMAN	25,008.00	25,883.00	26,789.00	27,727.00	28,697.00
REGULAR FIREMAN	26,752.00	27,688.00	28,657.00	29,660.00	30,698.00
LIEUTENANT	29,460.00	30,491.00	31,558.00	32,663.00	33,806.00

APPENDIX "B"
AUTHORIZATION FORM

TO: _____
(Employer)

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the Union as monthly dues,
or

() An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to International Association of Firefighters Local 1562.

By: _____
Print Last Name First Name

Address _____ City State Zip Telephone _____

Department _____

Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 10th day of December, 1990, by and between Benton Charter Township and the International Association of Firefighters, Local 1562 representing the Benton Charter Township Firefighters.

Effective January 1, 1991, the Benton Charter Township Firefighters Collective Bargaining Agreement is hereby modified to reflect and incorporate the following changes:

The Township shall provide the following insurance package: Blue Cross/Blue Shield, Comprehensive Hospital, Semi-private, D45NM, SOT-PE, GLE-1, SAT-11, CC, CLC, MVF-1, ASFP, RM, FAE-RC, ML, Master Medical Option 1, Hospice, VST, DC-DCCR.

FURTHER, it is hereby ratified and accepted that the language of Article VIII - MEDICAL AND DISABILITY INSURANCE is modified so as to provide for a Five Dollar (\$5.00) per week deduction instead of the current Ten Dollar (\$10.00) per week deduction.

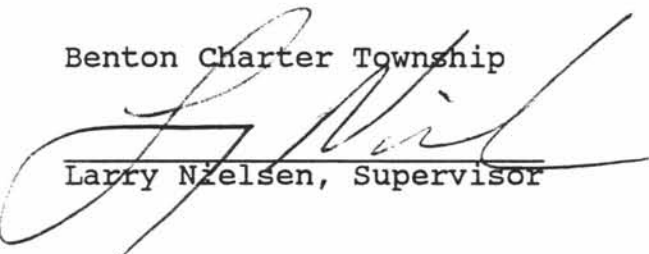
Dated this 10th day of December, 1990

International Association of Firefighters,
Local 1562

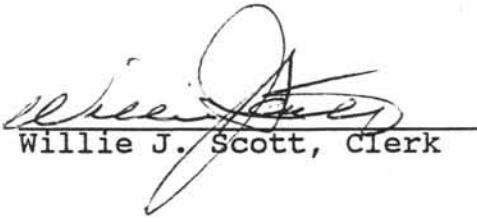


STEVE KNUTH, President

Benton Charter Township



Larry Nielsen, Supervisor



Willie J. Scott, Clerk