

4402

3/31/2001

**LABOR AGREEMENT**

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

**Between**

**Benton Charter Township**

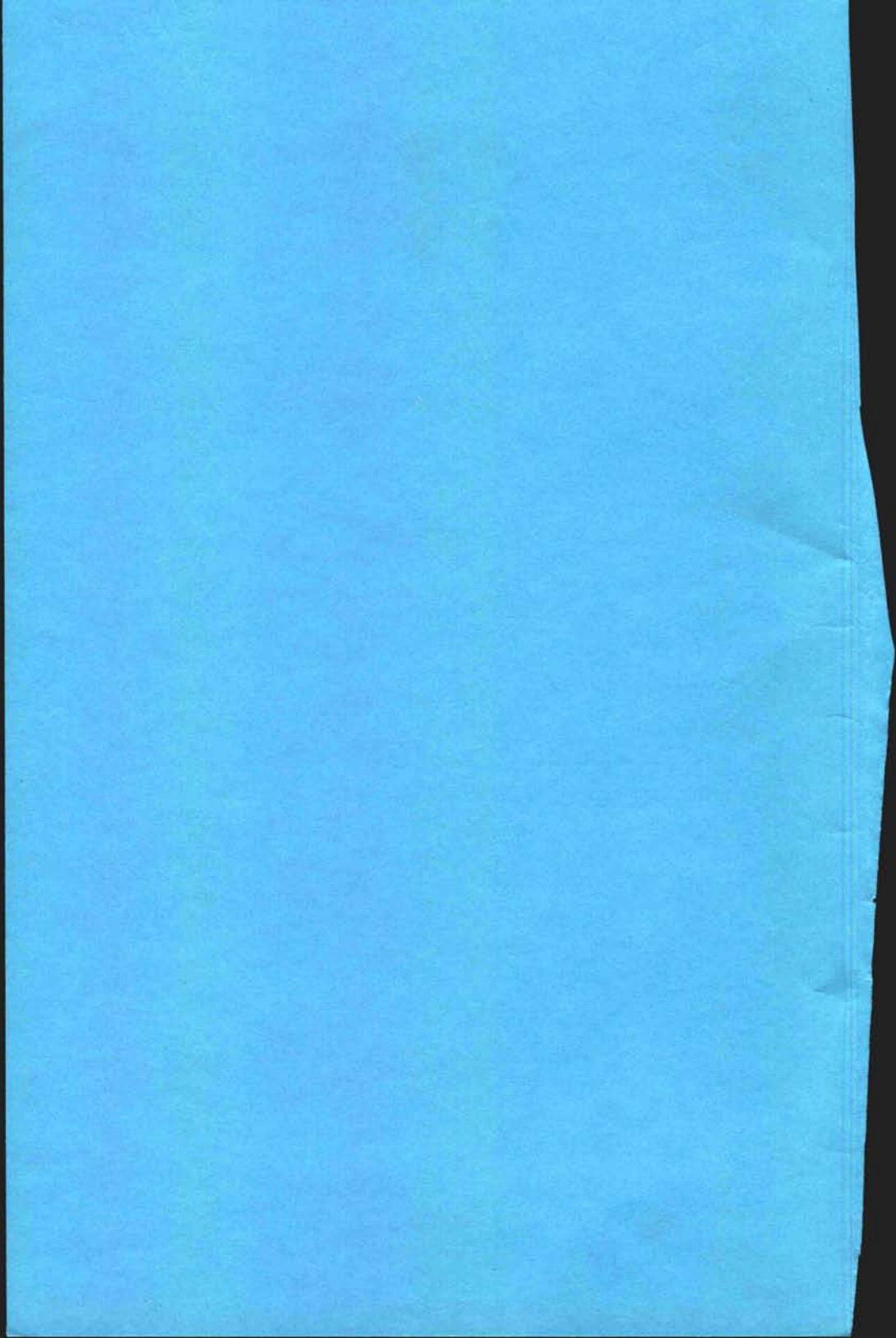
**and**

**Police Officers Labor Council**

**PATROLMAN DIVISION**

*Benton Township*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



LABOR AGREEMENT

April 1, 1998 through March 31, 2001

Between

Benton Charter Township

and

Police Officers Labor Council

PATROLMAN DIVISION

THIS AGREEMENT, made and entered into this 17th day of July, 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 Charter 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

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Township recognizes the Police Officers Labor Council, as

the sole and exclusive collective bargaining agency for all full time, permanent employees occupying, or who may during the life of this Agreement, occupy any of the job positions set forth in Article XIV.

The Township recognizes a bargaining committee not to exceed four (4) employees plus one representative who is not an employee. The bargaining committee shall represent the Union in meetings with the township for the purpose of collective bargaining.

#### ARTICLE III - MANAGEMENT

The management of the police department and the direction of the working force, including the right to establish working hours and shifts, to plan, direct and control department operations, to make reasonable rules and regulations, to hire, suspend, demote, or discharge for cause, to promote, to direct overtime, to transfer or relieve employees from duty because of lack of work or for other legitimate reasons, and to introduce new or improved working methods or facilities, are vested exclusively with the Township and the 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 rights 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 the 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/her immediate supervisor in an attempt to effect a settlement. The employee may be advised in such discussion by a representative of his own selection. Any settlement made at this level shall not be binding upon the Township.

Step 2. Grievances not settled at Step 1 shall be presented in writing on forms supplied by the Union to the

Chief of Police within three (3) working days after the response at Step 1. The employee may appear before the Chief of Police on his own behalf, or by a representative of his own selection. The Chief of Police 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. 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 within ten (10) working days of the Step 2 answer. A written answer will be given by the Executive Committee within ten (10) 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 4. If the grievance is not settled at Step 3 and within thirty (30) calendar days after the response at step 3, the matter shall be submitted to an arbitrator selected under the Voluntary Rules For Labor Arbitration of the Federal Mediation and Conciliation Service. 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, that said Arbitrator shall not have the authority to change or modify the terms of the contract between the parties.

**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 forty (40) hours on a fixed 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 Patrol 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. Dispatchers shall only replace Dispatchers for overtime purposes, unless none are available.
5. No member of the bargaining unit shall be mandated to work overtime more than two (2) times per month.
6. 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 to work contiguous to the start of his/her shift, said officer shall be paid for the exact amount of overtime actually worked.

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 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 | 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 |
| 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 |

The provision concerning longevity pay for years 1 through 5 shall apply only to employees hired on or after April 15, 1986. For all employees hired before the effective date above mentioned, said employees shall be entitled to \$50.00 per year for each year of service for years 1 through 5.

Payment hereunder will be made semi-annually, with the first installment to be paid June 15 and the 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. 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 the involuntary payment of compensatory time.

#### ARTICLE VIII - VACATION TIME

##### Section 1 - Amount.

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 - 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 of Police.

#### 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 days (180), 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 Medical Leave Act.

#### ARTICLE X- INSURANCE

##### Section 1 - Health Plan.

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.

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 & Vision.

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 Command 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 - Class Approval.

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 - 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 will notify the Township's mechanic. If he is not satisfied with the mechanic's decision, he will notify the Township Clerk, 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 Fifty 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. 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          |
| Mace and Holder        | Emblem of Command          |
| Officer's Rank         | Raincoat and Hat           |
| Protector              | Off-duty Pistol and Holder |
|                        | 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 Patrolman in accordance with the manufacture's recommendation.

The employer agrees to continue the present practice of furnishing uniforms for Dispatchers and Secretaries.

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 - Sergeant's Pay.

Senior uniformed relief officers, in absence of the uniformed Sergeant, shall receive Sergeant's pay on a per diem or hourly basis.

Section 18 Personnel Files.

The parties agree that Act 397 of the Public Acts of 1978, as amended, shall govern access and review of the personnel records. Any request to review a personnel file shall be in writing and submitted to the Chief of Police. The Township shall supply copies from the personnel records to the employees.

Section 19 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.

Section 20. Copies of Agreement

The Township shall furnish each member of the bargaining unit one (1) copy of this agreement.

**ARTICLE XIV - SALARY SCHEDULES**

**PATROLMAN**

April 1, 1998 - March 31, 1999

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$26,439.00 | \$28,323.00 | \$30,212.00 | \$32,097.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$33,981.00 | \$35,871.00 |             |             |

April 1, 1999 - March 31, 2000

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$27,364.00 | \$29,314.00 | \$31,269.00 | \$33,220.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$35,170.00 | \$37,126.00 |             |             |

April 1, 2000 - March 31, 2001

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$28,459.00 | \$30,487.00 | \$32,520.00 | \$34,549.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$36,577.00 | \$38,611.00 |             |             |

**DISPATCHER**

April 1, 1998 - March 31, 1999

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$22,107.00 | \$23,496.00 | \$24,080.00 | \$25,060.00 |

|             |                                |             |             |
|-------------|--------------------------------|-------------|-------------|
| 4 YEAR      | 5 YEAR                         |             |             |
| \$26,037.00 | \$27,019.00                    |             |             |
|             | April 1, 1999 - March 31, 2000 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$22,881.00 | \$24,318.00                    | \$24,923.00 | \$25,937.00 |
| 4 YEAR      | 5 YEAR                         |             |             |
| \$26,948.00 | \$27,965.00                    |             |             |
|             | April 1, 2000 - March 31, 2001 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$23,796.00 | \$25,291.00                    | \$25,920.00 | \$26,974.00 |
| 4 YEAR      | 5 YEAR                         |             |             |
| \$28,026.00 | \$29,084.00                    |             |             |

**EXECUTIVE SECRETARY**

|             |                                |             |             |
|-------------|--------------------------------|-------------|-------------|
|             | April 1, 1998 - March 31, 1999 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$24,277.00 | \$24,510.00                    | \$24,748.00 | \$24,984.00 |
| 4 YEAR      | 5 YEAR                         |             |             |
| \$25,223.00 | \$26,094.00                    |             |             |
|             | April 1, 1999 - March 31, 2000 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$25,127.00 | \$25,368.00                    | \$25,614.00 | \$25,858.00 |
| 4 YEAR      | 5 YEAR                         |             |             |
| \$26,106.00 | \$27,007.00                    |             |             |
|             | April 1, 2000 - March 31, 2001 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$26,132.00 | \$26,383.00                    | \$26,639.00 | \$26,892.00 |

|             |             |
|-------------|-------------|
| 4 YEAR      | 5 YEAR      |
| \$27,150.00 | \$28,087.00 |

**SECRETARY**

April 1, 1998 - March 31, 1999

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$16,640.00 | \$17,638.00 | \$18,637.00 | \$19,635.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$20,634.00 | \$21,632.00 |             |             |

April 1, 1999 - March 31, 2000

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$17,222.00 | \$18,256.00 | \$19,289.00 | \$20,322.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$21,356.00 | \$22,389.00 |             |             |

April 1, 2000 - March 31, 2001

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$17,911.00 | \$18,986.00 | \$20,061.00 | \$21,135.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$22,210.00 | \$23,285.00 |             |             |

**COURT OFFICER**

April 1, 1998 - March 31, 1999

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$22,397.00 | \$24,160.00 | \$25,928.00 | \$27,695.00 |
| 4 YEAR      | 5 YEAR      |             |             |
| \$29,458.00 | \$31,225.00 |             |             |

April 1, 1999 - March 31, 2000

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| START       | 1 YEAR      | 2 YEAR      | 3 YEAR      |
| \$23,181.00 | \$25,006.00 | \$26,835.00 | \$28,664.00 |

|             |                                |             |             |
|-------------|--------------------------------|-------------|-------------|
| 4 YEAR      | 5 YEAR                         |             |             |
| \$30,489.00 | \$32,318.00                    |             |             |
|             | April 1, 2000 - March 31, 2001 |             |             |
| START       | 1 YEAR                         | 2 YEAR      | 3 YEAR      |
| \$24,108.00 | \$26,006.00                    | \$27,908.00 | \$29,811.00 |
| 4 YEAR      | 5 YEAR                         |             |             |
| \$31,709.00 | \$33,611.00                    |             |             |

The step increases as provided for herein shall apply only to employees hired on or after April 1, 1985. All employees hired on or before the date above mentioned shall receive the same annual pay raise increase as other members of the bargaining unit despite where they fall on the experience level of the above set forth pay schedule.

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

#### ARTICLE XV - PROMOTIONS

##### Section 1 - New & Vacant Positions.

New positions and vacancies in the Sergeant's classification shall be filled in accordance with the promotion procedures set forth in this Article.

##### Section 2 - Eligibility.

The minimum eligibility requirement for promotion to the classification Sergeant shall be three (3) years of employment as a patrolman by the Township.

##### Section 3 - Posting.

The Township shall post openings in the Sergeant's

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

Section 4 - Written Examination.

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 actual written examination score shall be computed and shall constitute up to a maximum of Fifty (50) points of an applicant's total final score.

Section 5 - Sergeants Evaluation.

An applicant's performance potential in the Sergeants classification shall be evaluated by the Sergeants. Such evaluation shall be on the basis of an average of the applicant's semi-annual evaluation report(s) completed by the sergeants within the twelve (12) month period preceding the date of the posting of the promotion opportunity. If no such form is in existence for an applicant, then the Sergeants shall conduct an evaluation based upon the same factors. The performance potential

rating shall constitute a maximum of ten (10) points of an 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 Examination.

An oral examining board shall be appointed by the Chief of Police with the approval of the Township Supervisor, and shall consist of not less than three (3) certified law enforcement officers of the rank of Lieutenant or above, who are not employees of the Township. The abilities of the applicants to perform the job duties in the Sergeant classification 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 (20) points of the applicant's total final score.

Section 8 - Chief's Evaluation.

The Chief of Police shall score each applicant based upon his opinion of each applicant's ability to perform the duties of the Sergeants classification(s). The Chief's review shall constitute up to a maximum of ten (10) points of the applicant's total final score.

Section 9 - Eligibility List.

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 posting of the eligibility list or until such time as all of the eligible persons have been offered employment, whichever is less.

Section 10 - Returning to Bargaining Unit.

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 of Police 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 of Discipline.

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 - Accelerated Grievance.

When an employee wishes to file a grievance regarding any disciplinary action that involves suspension or discharge, he/she must do so at Step 3 of the Grievance Procedure outline in the Labor Agreement within three (3) working days of the date of such suspension or discharge.



Section 5 - Alternative Remedies.

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 - Personal 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 seven (7) 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.

**ARTICLE XVIII - LEAVE OF ABSENCE**

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.

**ARTICLE XIX - RESIDENCY REQUIREMENT**

All employees of the Benton Township Patrolman and other Non-Supervisory Employees 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 retirement multiplier shall be 2.5% for all years up to twenty-five (25) years of service. There shall be no additional credit for years of service beyond twenty-five years of service. Patrol Officers shall contribute 6.5% of their annual earnings towards retirement.

The Secretaries and Dispatchers shall continue to be enrolled in the Municipal Employees Pension Plan. The Township shall contribute 10% and the employee shall contribute 5% of the employee's base pay to the Plan.

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

**Section 1 - Union Dues.**

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 - 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 - Arrears.

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 of Dues.

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, 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 Controller before any payroll deductions are made.

Section 7 - Dues 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 - Deduction Amounts.

The Union shall notify the Township Supervisor 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 - Employment list.

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 XII - SENIORITY**

Section 1 - Departmental Seniority.

Departmental seniority shall be defined as a member of the bargaining unit's length of continuous service with the Township since his last hiring date. Position Seniority shall commence upon the date of entry into a position and shall include his seniority in a higher position in which he has served a satisfactory period. Last hiring date shall mean the date upon which the bargaining unit member first reported for work at the instruction of the Township since which he has not quit, retired, or been justifiably discharged.

Section 2 - Probationary Period.

All new members of the bargaining unit shall be probationary employees until they have completed one year of employment. The purpose of the probationary period is

to provide an opportunity for the employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the employer without regard to his relative length of service. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date . Probation for employees shall start the day they are hired.

Section 3 - Termination of Seniority.

An Employee's seniority and employment shall terminate:

1. If he quits, retires, or is justifiably discharged.
2. If following a layoff, he fails or refuses to notify the employer of his intention to return to work within seven (7) calendar days after a written notice by certified mail of such recall is sent to his last known address on record with the employer, unless the Chief of Police, or his designated representative is informed in writing by the employee that he will be on vacation and will not be able to be reached at a specific location, in which event he shall notify the Chief of Police of his intended date of return.
3. If he is absent for three (3) regularly scheduled working days without notifying the employer prior to or

within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.

4. If he accepts employment elsewhere while on a leave of absence unless he has prior written approval for such employment from the Chief of Police, or his designated representative, or does not return to work immediately following the expiration of a leave of absence, unless, in the later case, he presents evidence satisfactory to the employer that it was impossible for him to return to work at the expiration of such leave.

5. When he has been laid off for a continuous period of time in excess of twenty-four (24) months.

Section 4 - Accumulated Seniority.

If a bargaining unit member is promoted or transferred to a position in the department not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, he shall have accumulated departmental seniority while working in the position to which he was promoted or transferred. Bargaining unit members returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

**ARTICLE XXIII - 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 LABOR COUNCIL 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 XXIV - RECRUIT PAY

The Township shall be entitled to pay all new police patrol officers at sixty (60%) of the current wage rate as

provided for in the collective bargaining agreement from the time of hire through the date of graduation from a recruit school operated under the auspices of the Michigan Law Enforcement Training Council for Police Officer Training. Further, the Township shall be allowed to have the newly hired patrol officers report for orientation duty for up to fourteen (14) days prior to the officer attending recruit school. Provided however, during such orientation duty time, the recruit shall not be used in such a manner as to displace any bargaining unit work or member of the bargaining unit. The Township shall provide the new hirers with full contractual benefits from the date of hire, except for wages (as outlined in paragraph one above), discharge and discipline. The new hirers seniority date shall be from the date first reporting for work at the direction of the Township. However, the new hirers probation period shall not commence until the new hirer reports for work at the direction of the Township upon completion of the training program necessary for police officer certification.

**ARTICLE XXIV - 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 XXVI.

**ARTICLE XXV - 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

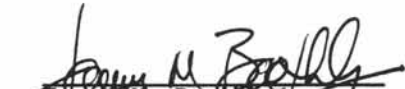
this paragraph shall be heard by the same arbitrator in the same arbitrating proceeding.

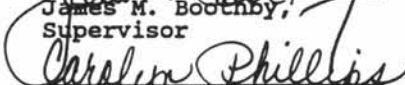
**ARTICLE XXVI - TERM OF CONTRACT**


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**

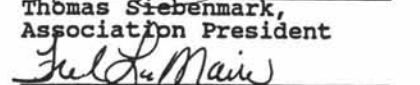
**POLICE OFFICERS  
LABOR COUNCIL  
PATROL DIVISION**

  
James M. Boothby,  
Supervisor

  
Carolyn Phillips, Clerk

  
Darlene Capozio,  
Treasurer

  
Thomas Siebenmark,  
Association President

  
Fred LaMaire,  
POLC Representative

MEMORANDUM OF UNDERSTANDING

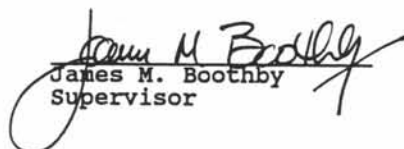
THIS MEMORANDUM OF UNDERSTANDING, made and entered into this \_\_\_th day of August, 1998, by and between the Township of Benton, County of Berrien, State of Michigan, a municipal corporation, hereinafter referred to as the "TOWNSHIP", and the Police Officers Labor Council, PATROLMAN DIVISION, hereinafter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


In the event the Township does not utilize the medical cost reimbursement fund to defray costs of the DRI-275 medical plan in any given year, the Township shall reimburse the Secretaries and Dispatchers for all sums placed by said employees in the medical cost reimbursement fund by April 1st of the following year.

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

PATROL DIVISION

  
James M. Boothby  
Supervisor

  
Fred LaMaire  
Labor Council Representative

MEMORANDUM OF UNDERSTANDING

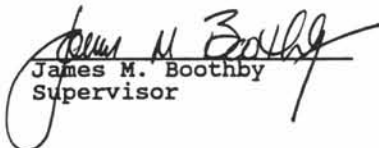
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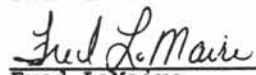
The Township shall, upon achieving a man power level sufficient to place at least three (3) officers on a shift, excluding sergeants and Dispatchers, attempt to development a rotating shift schedule. It shall be in the sole discretion of management as to whether to continue the rotating shift schedule or return to the provisions for a fixed shift as provided in the labor agreement.

In the event a rotating shift schedule is adopted by the township, overtime shall be determined by mutual agreement of the parties. Absent an agreement the employer is relieved of the obligation under this memorandum of Understanding.

BENTON CHARTER TOWNSHIP

PATROL DIVISION

  
James M. Boothby  
Supervisor

  
Fred LaMaire  
Labor Council Representative

MEMORANDUM OF UNDERSTANDING

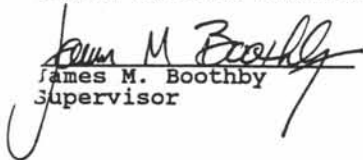
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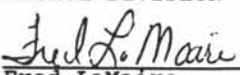
The parties hereto agree the following language shall be added to the rules and regulations governing the Union:

"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

PATROL DIVISION

  
James M. Boothby  
Supervisor

  
Fred LaMaire  
Labor Council Representative

