

6-30-76

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

RECEIVED
S. H. H. & V.

MAY 8 1975
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

Gibraltar, City of

COLLECTIVE BARGAINING AGREEMENT

BY AN BETWEEN

CITY OF GIBRALTAR

AND

GIBRALTAR PUBLIC SAFETY OFFICERS' ASSOCIATION

July 1, 1974 to June 30, 1976

State of Michigan
Dept. of Labor
Employment Relations Commission
400 First Bldg.
Grand Rapids, Mich. 49502

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>
A		
ACTIVITIES, bargaining unit-----	2	IV
AGREEMENTS, other-----	3	V
ALLOWANCE, gun-----	8	XVIII
" uniform-----	5	XI
AMMUNITION-----	8	XVIII
B		
BARGAINING UNIT, activities-----	2	IV
BENEFIT, funeral-----	5	X
C		
CALL IN TIME-----	6	XIV
CLEANING, uniforms-----	5	XI
CONDITIONS, maintenance of-----	8	XIX
COURT-----	6	XVI
COVERAGE-----	1	III
D		
DIFFERENTIAL, shift-----	8	XXI
DISTRIBUTION, overtime-----	8	XXI
DURATION-----	10	XXIV
E		
EMPLOYEES, new-----	1	III
EMPLOYMENT, hours of-----	3	VI
EXAMINATION, physical-----	5	XII
F		
FUNERAL, benefit-----	5	X
" leave-----	4	VIII
G		
GENERAL-----	10	XXIII
GRIEVANCE PROCEDURE-----	9	XXII
GUN ALLOWANCE-----	8	XVIII
H		
HOLIDAYS-----	6	XIII
HOURS OF EMPLOYMENT-----	3	VI

INDEX CON'T

I

INCAPACITATION, physical-----	5	IX
IN-SERVICE TRAINING-----	8	XVIII
INSURANCE-----	5	X

L

LEAVE, funeral-----	4	VIII
" personal-----	5	VIII
" sick-----	4	VIII
LONGEVITY, pay-----	6	XV
" schedule-----	12	none

M

MAINTENANCE OF CONDITIONS-----	8	XIX
MANPOWER-----	8	XVIII

N

NEW EMPLOYEES-----	1	III
--------------------	---	-----

O

ORGANIZATIONS, other-----	3	V
OVERTIME, pay-----	8	XXI
" distribution-----	8	XXI

P

PAY, call-in-----	6	XIV
" court-----	6	XVI
" holiday-----	6	XIII
" longevity-----	6	XV
" overtime-----	8	XXI
" step-up-----	6	XIV
" wages-----	8	XXI
PERSONAL LEAVE-----	5	VIII
PHYSICAL EXAMINATION-----	5	XII
" INCAPACITATION-----	5	IX
PROCEDURE, grievance-----	9	XXII
PROHIBITION, strike-----	8	XX
PROMOTIONS, and seniority-----	7	XVII

R

RECOGNITION-----	1	II
------------------	---	----

INDEX CON'T

S

SAFETY, health, welfare and education-----	7	XVIII
SCHEDULE, longevity-----	12	none
SCHOOLING-----	7	XVIII
SENIORITY AND PROMOTIONS-----	7	XVII
SHIFT DIFFERENTIAL-----	9	XXI
SICK LEAVE-----	4	VIII
STEP-UP PAY-----	6	XIV
STRIKE PROHIBITION-----	8	XX

T

TIME, call-in-----	6	XIV
" court-----	6	XVI
TRADES-----	3	VI
TRAINING, in-service-----	8	XVIII

U

UNIFORMS, allowance-----	5	XI
" cleaning-----	5	XI
UNIT, bargaining-----	2	IV

V

VACATIONS-----	3	VII
----------------	---	-----

W

WAGES-----	8	XXI
------------	---	-----

This agreement entered into on the 13th day of January, 1975 effective July 1, 1974, between the City of Gibraltar, Michigan, a municipal corporation, hereinafter called the "City" and the Gibraltar Public Safety Officers' Association representing the Gibraltar Department of Public Safety, hereinafter called the "Association".

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I - Purpose

Section 1: The parties hereto have entered into this Agreement pursuant to the Authority of Act 379 of the Public Acts of 1965, State of Michigan as amended to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Association in the best interests of the community; to improve the public safety service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2: "City" shall include the elected or appointed representatives of the City of Gibraltar, Michigan.

"Association" shall include the officers or representatives of the Gibraltar Public Safety Officers' Association.

Whenever the singular number is used, it shall include the plural.

ARTICLE II - Recognition

The City recognizes the Association as the sole and exclusive collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the full time employees of the Department of Public Safety.

ARTICLE III - Coverage

Section 1: This agreement shall be applicable to all full time employees of the Public Safety Department of the City, except the Director thereof.

Section 2: New Employees: New employees hired after the effective date of this agreement shall be considered as full time employees subject to all of the provisions of this agreement unless as expressly limited below.

A. New Employee Requiring Certain Basic Police Training As Called For In Act 31 Public Acts of 1971 State of Michigan:

1. Shall be considered as full time from the date on which he first attends such school.
2. Wages shall be that of the starting rate as stated in Article XXI.
3. Upon satisfactory completion of probationary period shall be advanced to the six (6) month rate as stated in Article XXI.
4. Such employee shall not be eligible for gun allowance or overtime pay while attending such school.
 - a. In the event the employee is attending school during the period when the gun allowance is paid he shall be issued such allowance as stated in Article XVIII Section 2 c.
5. If employee is attending school on a recognized holiday he shall receive holiday pay at the straight time rate of eight (8) hours.

- B. New Employee Not Requiring Certain Basic Police Training As Called For In Act 31 Public Acts of 1971 State of Michigan:
 - 1. Shall be considered a full time employee from the date on which he is sworn in as a Public Safety Officer.
 - 2. Wages shall be that of the six (6) month Patrolman rate as stated in Article XXI.
- C. Probationary Period: All new employees shall serve a probationary period of six months duration. At the end of the six month period the Director shall report to the Mayor and Council that the employee has or has not successfully completed such probationary period. In the event the employee is found not to have successfully completed such period he shall be relieved of duty and shall have a right to a hearing as provided for in Section 4.17 of the City Charter.
 - 1. Uniforms: Probationary employees shall be provided proper uniforms and equipment - amount to be determined by the Director.
 - 2. Vacations: No probationary employee shall be allowed a vacation during such period.
 - 3. Upon completion of one (1) year service the employee shall be advanced to the one (1) year rate.

ARTICLE IV - Bargaining Unit Activities

Section 1: The City and Gibraltar Public Safety Officers' Association agree that neither will discriminate against any employee because of the exercise of the employee's legal rights, nor because of his race, religion, political affiliation, membership or lack of membership in the Gibraltar Public Safety Officers' Association.

Section 2: The authority and responsibility to manage the city's business and direct the working forces is vested entirely in the City, except as expressly limited by the terms of this agreement.

Section 3: The Association shall be provided a suitable bulletin board to be located in the Public Safety Department squad room, for the posting of Association notices or other materials related to the Association Activities. The bulletin board shall be clearly identified as Association Bulletin Board and its upkeep and appearance shall be the sole responsibility of the Association.

Section 4: The Association may schedule meetings on Public Safety Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

Section 5: No more than three officers or representatives of the Association shall be granted one-half working days per week released time for bargaining between April 1 and June 1. Additional time released may be provided if mutually agreeable to the parties involved.

Association representatives and officers shall have the right to confer with departmental employees, investigate and process grievances providing that such right does not interfere with normal duties of either the employee or the Association Officers or representatives of the effective operation of the department, or the rights and privileges of the individual employees.

ARTICLE V - Other Agreements and Organizations

Section 1: The City shall not enter into any agreements with its employees individually or collectively or with any other organizations which in any way conflict with provisions hereof.

Section 2: Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of exclusive bargaining agency of the Association.

ARTICLE VI - Hours of Employment

Section 1: As the Department of Public Safety is a seven (7) day, twenty-four operation, the work schedule of the employees of the Department of Public Safety shall be determined by the Director of Public Safety or his designee. The normal work day shall be of eight (8) hours duration but may be changed at the discretion of the Director when necessary, but not to exceed, except in cases of an emergency, more than twelve (12) hours. The normal work week of employees assigned to work shifts that rotate for any give number of weeks shall not be more than forty (40) hours average for the complete cycle or rotation of said schedule. Any time worked in excess of an employees normal work week shall be compensated at the rate of time and one-half.

Section 2: Trades-subject to manpower requirements employees shall be permitted to voluntarily trade work or leave days in the following manner:

- A. Written request to Director or his designee at least 48 hours before trade is to take place.
- B. Employee will have to divulge his reason for wanting to make the trade, if the Director so requests.
- C. There shall be no overtime paid employees making trade if the trade caused a situation calling for overtime pay under other provisions of this agreement.
- D. Director or his designee will inform employee with twenty-four (24) hours after receiving request whether trade will be allowed or denied.
- E. The Director or his designee will only be responsible to inform the employee requesting the trade of acceptance or denial, it shall be left up to that employee to notify any other employees involved.

ARTICLE VII - Vacations

Section 1: Employees shall be eligible for annual vacations with pay on the following basis:

- A. Employees with twelve (12) months' continuous service shall be granted seven (7) vacation leave days.
- B. Employees with twenty-four (24) months' continuous service shall be granted fourteen (14) vacation leave days.
- C. Employees with sixty (60) months' continuous service shall be granted (15) fifteen vacation leave days with one additional leave day for each additional year of service to a maximum of twenty-six (26) vacation leave days.

Section 2: Continuous service for this purpose, shall be measured by reference to the original date of appointment within the City.

Section 3: Employees shall be afforded a reasonable time to designate their preferred vacation period. Selection shall be based upon seniority.

Section 4: Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall not be charged against vacation time, if occurring on regularly scheduled vacation leave.

Section 5: Vacation Period: The period in which the employee may take his vacation shall be determined by the Director or his designee.

Section 6: Eligibility: Employee shall become eligible for annual vacation within the calendar year in which his anniversary date occurs.

ARTICLE VIII - Sick Leave

Section 1: Sick Leave shall be any days not worked as a result of illness. In case less than eight (8) hours are involved, an accumulated total will be maintained until a total of eight (8) hours are attained.

- A. Each employee shall be granted 18 sick leave days credit from date of hiring.
- B. Each employee shall acquire one and one half (1 1/2) days of sick leave credit for each month of service rendered, not exceeding an aggregate of eighteen (18) days per calendar year.
- C. Each employee may accumulate an unlimited amount of sick leave days, 50% of a maximum of 200 unused sick leave days to be paid to the individual employee upon retirement or resignation from the department.
- D. A sick leave bank of forty-five (45) days shall be established. The distribution of the sick leave days in the bank shall be at the discretion of the Association.
- E. In event of the death of the employee, compensation equal to the amount provided for in Sub Section C above shall be paid to the employee's legal dependents.
- F. If an employee is scheduled overtime on a regular day off and becomes ill it shall not be charged to sick leave time.

Replenishment of Credit: On July 1 of each year, accumulated unused credits shall be carried forward with a total sicktime accumulation of unlimited amount.

- A. The employee shall be notified in writing of his total accumulated amount at least once every twelve (12) months.

Doctor's Certificate: If an illness exceeds three (3) days, a doctor's certificate from a licensed physician must be presented to the Director of Public Safety.

Section 2: Funeral Leave - If a death occurs among members of an employee's immediate family such employee shall be granted three (3) funeral leave days, per funeral. An employee will be granted two (2) additional funeral leave days, if the funeral takes place outside of a 300 mile radius from Gibraltar, and providing said employee attends the funeral. An immediate member of the family for this purpose shall be deemed to be wife, husband, son, daughter, brother, sister, parent or parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

Section 3: Personal Leave Days - Any employee shall be entitled up to two (2) personal leave days, with pay, per year for personal business. Said personal leave days shall be scheduled and taken only on the authorization of the Director of Public Safety or his designee.

- A. Employee must make request for such day(s) at least 48 hours in advance and will not be required to divulge the nature of his business.

ARTICLE IX - Physical Incapacitation

Section 1: If any employee becomes physically incapacitated, and the examining physician chosen by the City determines that the employee is unable to perform the duties of his position, an attempt will be made to place the individual within the Department in a classified position. If no jobs are available within the Department, the City will then attempt to assign the employee in a vacancy with the City. In any case, the rate of pay of such assigned employee shall be the same as the job classification to which he is assigned. It is not the intent of the City that the employee and or employees who are assigned will be up-graded to a higher paying classification than they previously held.

ARTICLE X - Insurance

Section 1: The City shall provide all employees covered by this agreement with the following insurance protection, at full cost to the City:

- A. \$20,000.00 life insurance on the individual employee.
- B. Blue Cross and Blue Shield Hospitalization and Master Medical MVF-1, \$2.00 Co-pay Prescription rider, to include the employee's wife and children.
- C. Upon the death of the employee, hospitalization and medical coverage shall be continued for the widow and children of said employee, unless or until said widow remarries.
- D. Upon the retirement of the employee, hospitalization and medical coverage shall be continued for the employee and wife with one-half (1/2) the cost being paid by the retiree.

Section 2: Funeral Benefits - Funeral expenses up to and including a sum of \$3,000.00 will be paid by the City of Gibraltar for any employee killed while on the job, or in the line of duty, or as a direct result of any injury sustained while on the job or in the line of duty.

ARTICLE XI - Uniform Allowance

Section 1: The City shall provide a uniform allowance to each employee of \$400.00 per year payable upon request by purchase order from the Director, issued to a uniform company, \$50.00 may be used for the purchase of miscellaneous items not furnished by the Department.

Section 2: The City shall, in addition thereto, pay the full cost of cleaning each employee's uniforms by a cleaner of the City's choice.

ARTICLE XII - Physical Examinations

Section 1: All members of the Department of Public Safety shall submit to an annual physical examination according to a form prepared by the City, said examination to be conducted by the Gibraltar Health Officer at City expense.

ARTICLE XIII - Holidays

Section 1: Holidays with pay at regular rate shall be New Year's Day, Good Friday, Easter, Memorial Day, July Fourth, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

- A. Effective July 1, 1974 add one additional holiday. (Christmas Eve Day, 1974)
- B. Effective July 1, 1975 add one additional holiday. (Washington's Birthday February 22, 1976)

Section 2: Should any of the above days fall on an employee's regular leave day, he shall receive the holiday pay at the regular rate.

Section 3: Employees working on a holiday shall receive pay at time and one-half (1 1/2) of the regular rate, plus holiday pay at regular rate.

ARTICLE XIV - Call-In Time

Section 1: Employees reporting for work for their regularly scheduled tour of duty who are sent home to report back to work for another scheduled tour of duty, shall be remunerated at the rate of three (3) hours pay, provided that an eight (8) hour prior notice was not afforded him that the change was forthcoming, excepting in the case of any emergency.

- A. Work schedules shall be posted at least one (1) month in advance.
- B. When a patrolman is required to act as Shift Commander, for any given day or shift, he shall receive pay equal to the rank of Sergeant, for that shift.
- C. When a Sergeant is assigned to perform the duties of a Lieutenant for a period exceeding one (1) hour, he will be paid the Lieutenant's rate of pay for all time in excess of one (1) hour.

Section 2: Employees called in for emergency call-in such as rescue, fire etc., shall receive minimum three (3) hours' pay at the time and one-half (1 1/2) rate.

- A. All rescue calls are to be handled by the full time Public Safety Officers, excepting in the case of extreme emergency.

ARTICLE XV - Longevity

Section 1: Any employee with three (3) years continuous service as of his anniversary date of appointment within the City shall receive One Hundred (100) Dollars, and an additional twenty five (25) Dollars for each year thereafter, with a maximum longevity of Five Hundred (500) Dollars, payable on closest pay period to employee's anniversary day. Each employee shall indicate on his overtime card when his anniversary day is due and the amount of longevity pay due to him.

ARTICLE XVI - Court Time

Section 1: Employees subpoenaed or scheduled by the Director of Public Safety to Justice or District Court shall receive pay at the regular rate if during their regular scheduled work hours. If subpoenaed or scheduled to appear during hours in which they would be off duty, they shall be remunerated at the rate of time and one-half (1 1/2) with a two (2) hour minimum.

Section 2: Employees subpoenaed or scheduled to Circuit, Common Pleas, Civil Courts or Federal Courts shall be remunerated at time and one-half (1 1/2) with a four (4) hour minimum.

A. All court appearances to be work-connected.

Section 3: The City shall provide transportation to the employee in the event of a court appearance outside the City Limits of the City of Gibraltar.

A. If Transportation cannot be made available to the employee, the City shall reimburse the employee at the rate as established by the City Treasurer round trip unless otherwise reimbursed.

ARTICLE XVII - Seniority and Promotions

Section 1: All temporary vacancies which are filled in the department shall be filled by seniority. The City shall have the prerogative to determine whether or not a permanent vacancy is to be filled.

Section 2: The senior qualified officer shall advance to the next higher rank, provided he has successfully passed his external and internal training courses and has a satisfactory personal record. He shall be entitled to a fair trial not to exceed sixty (60) calendar days on the job, with pay rate of that of the rank he is assuming. During the 60-day probationary period, the Director of Public Safety will be responsible to confer with the candidate and submit in writing not less than two evaluations. The candidate must sign that he has read the evaluations. He does not necessarily have to agree, but must sign that he has read the report. At the end of his probationary period, the Director will make his recommendation to the Council, based on the officers performance during this period. If within that period of time said officer is found to be incapable of handling said work, he shall return to the job he vacated prior to his advance to the higher rank subject to a right to grieve and when the officer returns to his former position, all advancements and/or increases of pay rate resulting from his initial advancement and subsequent movers and/or advancements shall be cancelled.

Section 3: All lay-offs shall be in reverse order of seniority. All recalls shall be in order of seniority.

Section 4: Seniority shall be determined by the employee's length of continuous service in the Department. Time spent in the armed forces on military leaves of absence and time lost because of duty-connected disabilities shall be included.

ARTICLE XVIII - Safety, Health, Welfare and Education

Section 1: Both parties to this Agreement shall give constant attention to accident prevention and shall continue to pursue the betterment of conditions and the elimination of unsafe acts by individuals.

Section 2: Schooling - Any employee required by the City to attend schools remunerated upon the successful completion of said school, at the rate of regular pay. School time not to be considered toward overtime.

- A. The City shall pay the tuition, and class related expenses, lodging if necessary, meals, and provide proper transportation for schools. Employees will receive mileage as established by the City Treasurer per mile round trip if City transportation is not available.
- B. In Service Training. (Inter and Intra Department). Employee shall be remunerated at the rate of time and one-half (1 1/2) with the exception of fire training.
- C. Each employee shall receive a gun allowance of Two Hundred (200) Dollars per man, per year, payable on the first pay period in December.
 - 1. In the case of a new employee the gun allowance shall be prorated for the portion of the fiscal year such employee serves as a public safety officer.
- D. Ammunition -- For practice, 600 rounds per man per year.

Section 3: Manpower - The City will designate the number of employees working a shift to maintain safe and orderly police/fire protection.

ARTICLE XIX - Maintenance of Conditions

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX - Strike Prohibition

Section 1: The Association will not engage in, or sanction, strike action during the life of this Agreement.

Section 2: The City agrees not to lock out its employees during the life of this agreement.

ARTICLE XXI - Wages

Section 1: The following wage adjustments shall be provided for and take effect as follows: (See Appendix B).

Section 2: Overtime Pay - overtime pay shall be paid for employees of the Public Safety Department for all work in excess of their regularly scheduled work day or work week under the present payroll plan at the rate of time and one-half (1 1/2), which for purposes of this Agreement shall be deemed to be the annual salary of such employee as set forth in Section 1 of this Article divided by 2,080 hours.

- A. Employee shall receive double time (2) for second off day.

Section 3: Overtime Distribution - The City shall cause each affected department to maintain a proper list of overtime assignments so as to insure fair distribution of overtime among eligible employees.

- A. To insure fair distribution in the Public Safety Department the overtime shall be distributed by Division et al; Shift Supervision, Patrol and Detective Bureau.
1. Overtime shall be distributed rank for rank; for example, lieutenant, sergeant for sergeant, patrolman for patrolman. So as not to conflict with other Articles in this Agreement, it is understood that in certain cases a sergeant may replace a lieutenant.
 2. Overtime hours shall be those paid at time and one half.
 3. Time refused shall be counted as though actually worked. The refusals shall be noted on the overtime board by the officer in charge at the time overtime is offered.
 4. Errors in the assignment of overtime, when called to the attention of the City, shall be corrected by the assignment of available overtime work to the employee who would have originally been assigned the overtime but for the error. In no event shall the city be liable for any back pay for errors committed in the administration of this Article.

Section 4: Shift Differential - Employees working the afternoon shift shall be paid an additional .10 cents per hour. Employees working the midnight shift shall be paid an additional .15 cents per hour. Any member of the Department of Public Safety covered by this agreement shall receive shift differential applicable for working hours prior to or beyond his regular shift. In the event an employee is required to work a split night shift he shall receive the applicable amount for hours worked on the afternoon and midnight shifts.

- A. Exceptions-all call-ins except for a full eight hour (8) shift.

ARTICLE XXII - Grievance Procedure

Section 1: Grievance - Definition thereof: A grievance is a complaint by an employee or by a representative of the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

- Step 1: Informal conference - A complaint shall first be discussed with the Director of the Department with the objective of resolving the matter informally.
- Step 2. An employee and/or his Association representative shall present the grievance in writing to the Director within fifteen (15) days after the grievance occurs. The Director shall have ten (10) working days (excluding Saturday, Sunday and Holiday) in which to answer the grievance in writing.
- Step 3. If the grievance is not settled at the end of a ten (10) working day period (excluding Saturdays, Sundays and Holidays) after receipt of the Directors' written answer, the representative and the President of the Association shall then contact the Mayor and Council for an appointment to further discuss the grievance. The Mayor and Council shall meet with the Representative

and the President of the Association as soon as possible after this request is received but not to exceed fifteen (15) working days (excluding Saturdays, Sundays and Holidays,). If the grievance is not resolved at this meeting, the Mayor and Council shall have ten (10) working days (excluding Saturdays, Sundays, and Holidays) in which to submit a written answer to the Gibraltar Public Safety Officers' Association.

Section 2: If a satisfactory settlement cannot be reached between the City and the Association in the meeting referred to in Step 3, the Association shall within thirty (30) days after the meeting notify the Council of its decision to take the grievance to arbitration or the grievance shall be declared settled. If the Council fails to resolve the matter, the grievance may be presented within ten (10) days in writing to the State Labor Mediation Board. All costs of the arbitration proceedings shall be borne equally by the City and the Association and the decision of the arbitrators, shall be final and binding on both parties.

The arbitrators shall not have the power to alter or modify the terms of this agreement but they shall have the authority to interpret said Agreement. In cases involving a discharge or disciplinary action, refer to Section 4.17 of the City Charter.

ARTICLE XXIII - General

Section 1: In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2: Copies of this Agreement shall be distributed by the City, at City's expense, to all departmental employees.

ARTICLE XXIV - Duration

Section 1: This agreement shall be effective the first day of July, 1974, and shall remain in full force and effect through, to and including June 30, 1976.

Section 2: The parties agree that, commencing no later than April 1, 1976 they will undertake negotiations for a new agreement for a succeeding period.

Section 3: If either party desires to modify or change this Agreement, it shall, not less than sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment may set forth the nature of the amendment or amendments desired.

Section 4: Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

Section 5: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, except as provided in Section 3 above.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

GIBRALTAR PUBLIC SAFETY
OFFICERS' ASSOCIATION

CITY OF GIBRALTAR, MICHIGAN

BY James C. Osborn
James C. Osborn, President

BY Roger Wm. Benyo
Roger Wm. Benyo, Mayor

BY Charles F. Carr
Charles Carr, Representative

BY Jean E. Thompson
Jean E. Thompson, City Clerk

BY Lynwood Lashbrook
Lynwood Lashbrook, Representative

APPENDIX A

LONGEVITY SCHEDULE

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
THREE	\$100.00
FOUR	125.00
FIVE	150.00
SIX	175.00
SEVEN	200.00
EIGHT	225.00
NINE	250.00
TEN	275.00
ELEVEN	300.00
TWELVE	325.00
THIRTEEN	350.00
FOURTEEN	375.00
FIFTEEN	400.00
SIXTEEN	425.00
SEVENTEEN	450.00
EIGHTEEN	475.00
NINETEEN	500.00
UNTIL RETIREMENT	

APPENDIX B

WAGE ADJUSTMENTS

Effective July 1, 1974

<u>Rank</u>	<u>Starting</u>	<u>6 Months</u>	<u>1 Year</u>
Patrolman	\$10,600.00	\$11,660.00	\$13,144.00
Sergeant	\$13,764.00		
Lieutenant	\$14,384.00		

Effective January 1, 1975

<u>Rank</u>	<u>Starting</u>	<u>6 Months</u>	<u>1 Year</u>
Patrolman	\$11,236.00	\$12,360.00	\$13,933.00
Sergeant	\$14,590.00		
Lieutenant	\$15,247.00		

Effective July 1, 1975

<u>Rank</u>	<u>Starting</u>	<u>6 Months</u>	<u>1 Year</u>
Patrolman	\$12,023.00	\$13,225.00	\$14,908.00
Sergeant	\$15,611.00		
Lieutenant	\$16,314.00		

Effective January 1, 1976

<u>Rank</u>	<u>Starting</u>	<u>6 Months</u>	<u>1 Year</u>
Patrolman	\$12,384.00	\$13,622.00	\$15,355.00
Sergeant	\$16,079.00		
Lieutenant	\$16,803.00		



PHONE
ORLEANS 6-3900

29450 MUNRO AVENUE
GIBRALTAR, MICHIGAN 48173

March 4, 1975

MEMORANDUM
OF
UNDERSTANDING

The City of Gibraltar agrees to establish a committee, by July 1, 1975, for the purpose of reviewing the present retirement system and recommending improvements in same by April 1, 1976.

The aforementioned committee shall be comprised on one member chosen by the Gibraltar City Council, one member chosen by the Gibraltar Public Safety Officers Association, and a third member mutually selected by the other two members.

CITY OF GIBRALTAR

G.P.S.O.A.

Rob Benys
Jon E. Thompson

James C. Ostro
Charles F. Carr
Lynwood Lastbrook



PHONE
ORLEANS 6-3900

29450 MUNRO AVENUE
GIBRALTAR, MICHIGAN 48173

March 4, 1975

MEMORANDUM
OF
UNDERSTANDING

The City of Gibraltar and the Gibraltar Public Safety Officers Association agree that the members of the Association are from this day forward separate and distinct from the Gibraltar Fire Department, and are not required to belong to the Volunteer Fire Department, subject to the performance of the following Fire related duties:

1. Receive all reports of fire,
2. Log and record all fire calls,
3. Operate fire radios and conduct tests,
4. Dispatch fire equipment,
5. Control or extinguish minor fires,
6. Patrol will be dispatched to all fires,
7. Handle all rescue calls,
8. Maintain training for first-aid and rescue,
9. Submit monthly fire reports,
10. Make fire inspections,
11. Enforce all fire codes,
12. Report all fire hazards.

It is also mutually understood that the aforementioned duties are not the sole and exclusive domain of the G.P.S.O.A. and that in times of emergency that those duties may be performed by individuals who are not full-time City employees.

CITY OF GIBRALTAR

G.P.S.O.A.

Rob Benyo

Jon E. Thompson

James C. Osborn

Charles F. Parr
Lynwood Washbrook