

*Original 4/30/2005*

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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIBRALTAR

AND

POLICE OFFICERS LABOR COUNCIL

*Gibraltar, City of*



July 1, 2000 through June 30, 2005

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WITNESSETH:

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

### **ARTICLE 1 - MEMORANDUM OF AGREEMENT**

Section 1. This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gibraltar (hereinafter referred to as the Employer) and the Police Officers Labor Council (hereinafter referred to as the Union). That the agreed to contract shall become effective when ratified by the City of Gibraltar and the Union. The Agreement shall have an effective date commencing upon the date following the expiration of the prior agreement.

### **ARTICLE 2 - PURPOSE AND INTENT**

Section 1. The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts 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 Union in the best interests of the community; to improve the public safety services; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. City shall refer specifically to the City of Gibraltar, a Michigan Municipal Corporation, duly and legally organized under the laws of the State of Michigan in such cases made and provided.

Section 3. Local Union shall include the officers or representatives of the Gibraltar Public Safety Officers Association who are represented by POLC at the local level.

Section 4. Union shall be the Police Officers Labor Council.

Section 5. Whenever the singular number is used, it shall include the plural.

Section 6. Whenever the male gender is used in the agreement, the female gender shall be included.

### **ARTICLE 3 - RECOGNITION**

Section 1. The City recognizes the POLC, (UNION as the sole and exclusive collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the fulltime employees of the Department of Public Safety, except the Chief/Director and the Deputy Chief/Director.

## ARTICLE 4 - AGENCY SHOP

Section 1. All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or reentering the bargaining unit or pay service fees equal to dues paying members.

Section 2. The Employer, upon receipt of a written notice from the Union that an employee is no longer a member in good standing of the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

Section 3. In the event, that the City shall be required to terminate an employee for noncompliance with this section, the following procedure will be utilized.

- A. The employee shall be sent a written notice by the Union, with a copy to the City of Gibraltar, specifying that the employee is in noncompliance with this article of the collective bargaining agreement and further that the said employee has an obligation to tender dues to the Union in a specified amount on or before a certain date. Such notice shall include the name and address of the person to whom tender of such dues shall be made.
- B. Said employee shall be sent a second notice by the Union with a copy to the City Council of the City of Gibraltar, advising that employee that unless he or she has complied with the contractual obligation by a specified date or within a reasonable time thereafter, that a request for termination will be made to the City Council.
- C. The Union shall thereafter request from the City of Gibraltar that any employee who has not complied with said obligation shall be terminated from employment with the City in conformance with the provisions of this article. Such request shall specify that it is an official request from the Association and that the save harmless clause hereinafter set forth in this section is in full force and effect.

Section 4. The interpretation, application, administration and enforcement of this section shall be in accordance with the provisions of the Michigan Public Employees Relations Act, and/or as construed by the Michigan Supreme Court or the United States Supreme court.

Section 5. Allocation for Membership. As a condition of employment, the Association cannot deny an employee membership for reasons contrary to any law or policy of the State of Michigan or the United States where he or she has tendered payment of the dues required herein.

Section 6. If an employee shall leave the employment of the City of Gibraltar before the completion of his or her deductions, his or her obligation under this section ends on the last day of the month that the employee's employment is terminated and the Association agrees that it will hold the City Council harmless for any collection of dues or service fees remaining.

Section 7. As a condition of the effectiveness of this section, the Association agrees as follows:

- A. To indemnify and save harmless the City Council, each member of the City Council, and all agents of the City responsible for the implementation of this section, against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the City Council for the purpose of complying with this section.
- B. It is mutually understood with reference to this section, that the Association shall have the exclusive right to select legal counsel to represent any or all defendants provided that if a defendant, codefendant or third party defendant chooses to select another legal counsel, the Association shall have no obligation to pay fees and/ or costs of said counsel.

Section 8. Upon compliance with the foregoing procedure, the City shall terminate the employee's employment immediately.

Section 9. If, at any time during the duration of the contract the Association authorizes, causes or engages in or sanctions any strike or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any employee, or employees, then this section shall become null and void and inoperative during the life of this Agreement.

#### **ARTICLE 5 - UNION DUES AND INITIATION FEE**

Section 1. The Employer will deduct, upon receipt of signed authorization by individual members so long as said authorization remains in effect, any initiation fee and dues and fines in the amount as certified by the Union and forward the same to the Union within thirty (30) days after such deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

Section 2. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual deduction made from wages earned by employees.



Section 3. The Employer, upon receipt of a written notice from the Union, that an employee is no longer a member in good standing of the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

#### **ARTICLE 6 - 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 Union.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

Section 1. The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Gibraltar City Code and any modifications made thereto, and any resolutions passed by city elected or appointed officials.

Section 2. Further, all rights which ordinarily vest in or are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, material or method of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. Purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;

- D. To determine the size of the work force and increase or decrease its size;
- E. To hire, assign and layoff employees;
- F. To permit municipal employees not included in a bargaining unit to perform bargaining unit work after a general call in as evidence by a Plectron Alert or a Siren Alert;
- G. To direct the work force, assign work and determine the number of employees assigned to operations;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;
- I. To determine lunch, rest; periods and cleanup times, the starting and quitting time and the number of hours worked;
- J. To establish work schedules ;
- K. To discipline and discharge employees for cause;
- L. To adopt, revise and enforce working rules and carry out costs in general improvement programs;
- M. To transfer, promote and demote employees from one classification, department or shift to another;
- N. To select employees for positions and to determine the qualifications and competence of employees to perform available work.

Section 3. Furthermore, the City as the Employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not expressly limited in this Agreement.

## **ARTICLE 8 - DISCIPLINE**

Section 1. All employees shall have the right to be represented by the President of the Gibraltar Public Safety Officers Association or representative of the Union at all discipline conferences or procedures. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his personnel (work) file.



Section 2. Any officer charged with alleged misconduct shall be entitled to be represented either by an attorney of his choice, a union representative or a fellow officer of his choice. In the event the officer is required to answer questions relative to his conduct, the Employer agrees that no such statement shall be used as evidence in any subsequent criminal proceedings against the said officer. No officer shall be questioned concerning any charge or allegation without first having been afforded his Garrity rights.

Section 3. When the alleged charge is unfounded or the officer is not guilty and no disciplinary action is taken, no record of the alleged misconduct shall be kept in the officers personnel work file.

Section 4. If the charge is dropped, all written records of the alleged charge shall not be a permanent part of the officer's personnel file.

Section 5. If the alleged charges are found to be unfounded, no record of the charge shall be kept in officer's personnel file without the officer's consent.

Section 6. Where disciplinary action has been taken, all records shall become a part of the officer's personnel work file.

Section 7. An officer may review his personnel work file at any time on request to the City Administrator.

Section 8. To update the method of discipline within the department and assure that all rights and guarantees are provided

- A. The Employer agrees that in imposing discipline, the department will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record.
- B. The Employee and department, recognize the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance.

Section 9. The Employer mutually agrees that in general, they will follow the principles of corrective and progressive discipline. In respect to minor offenses, that first there shall be a verbal warning, then a written reprimand, time off, etc., and then up to discharge. The Employer recognizes and agrees to adhere to a policy of progressive discipline with regard to infractions of the rules and regulations of the Department so long as the infraction does not seriously jeopardize the health, safety, morals or welfare of the City, its citizens, the Department or any other employee of the City. In instances of a severe nature, the Department will utilize appropriate discipline according to the nature of the offense including suspension or discharge.

Section 10. Charges of violation of Rules & Regulations Department Process must be brought about within thirty (30) days of said occurrence or within thirty (30) days of when the employer became aware of or when the employer has reasonable knowledge of the occurrence.

Section 11. In all disciplinary proceedings, the employee shall BE PRESUMED INNOCENT UNTIL PROVEN GUILTY, and the burden of proof on all matters shall rest upon the Employer.

Section 12. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this article.

Section 13. Nothing contained in this Agreement shall be construed to deny any officer any right, benefit, or beneficial procedure to which he, or she, may be entitled under the provision of the Charter of the City of Gibraltar or city administrative procedures.

Section 14. Any employee being offered a program of assistance shall cooperate fully therewith, and shall strive to comply with the recommendations for improvement as suggested by the department head or his designee.

#### **ARTICLE 9 - REPRIMANDS**

Section 1. The treatment of letters of reprimand will be as follows

Section 2. That each member will be informed when such a letter is inserted in his file. The member shall sign each such insert (not to approve inserted matter, but to acknowledge the insertion).

Section 3. With a two (2) year period following the insertion of such a letter, the department shall cause a review to be made and unless there is a substantial reason otherwise the letter shall be removed and the record of it expunged.

Section 4. The member will be informed of any part of his record so expunged.

Section 5. A member shall be allowed to see his/her file at any reasonable time.

Section 6. The City recognizes the employee inherent right to privacy with respect to matters of a totally personal nature. The City agrees that it will not release information to members of the general public, of a purely personal nature, without the prior approval of the employee involved.

Section 7. The Union recognizes the necessity for the City to comply with the provisions of the Freedom of Information Act and compliance therewith shall not constitute a violation of this section.

Section 8. In the event that the City is served with a subpoena duces tecum issued by a court of competent jurisdiction requiring the disclosure of an employee's personnel file, the City agrees to notify the employee so long as such notification does not otherwise interfere with an ongoing investigation involving the police officer or otherwise constitute a breach of security on an ongoing investigation in which the police officer or this department is involved.

Section 9. For purposes of privacy, members shall be allowed to use department address as personal address on all reports and complaints and testimonies. Nothing in this section shall be construed so as to excuse the officer from keeping the city advised of a current address and telephone numbers where the officer can be reached.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Section 1. Grievance - Definition thereof; a grievance is a complaint by an employee or by a representative of the union alleging that there has been a violation, misinterpretation or misapplication of a specific article and section of this collective bargaining agreement.

- A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- B. Every employee covered by this Agreement shall have the right to present grievances in accordance with the following procedures.
- C. Grievances affecting three (3) or more employees may be treated as a policy grievance and entered at the second step of the grievance procedure, provided that the President/Representative first discusses this grievance informally with Director.
- D. Any grievance regarding discharge or other disciplinary action shall be filed within ten (10) days of such action at the third step of the grievance procedure. It is understood that ten (10) days, begin after written notice of any such action outlining the reasons for such action.
- E. Each party shall process grievances within the time limits specified herein, said time limits to be strictly adhered to. However, the parties by mutual agreement, in writing, may extend the time limits specified herein.

STEP 1. Informal Conference. The Employee and his president/Representative may take the grievance to the Chief of Police with the objective of resolving the matter informally.

STEP 2. After receipt of the Chief of Police is written answer in Step 1, the Employee and the President/representative may then contact the City Administrator for an appointment to further discuss the grievance. The City Administrator shall meet with the Employee and the President/Representative of the Union as soon as possible after this request is received but not to exceed fourteen (14) calendar days. If the grievance is not resolved at this meeting, the city Administrator shall have ten (10) calendar days in which to submit a written answer to the Union. Time limits may be extended by mutual agreement in writing.

STEP 3. If a satisfactory settlement cannot be reached between the City and the Union in the meeting referred to as Step 2, the Union may within fifteen (15) calendar days after receipt of written answer by the City Administrator, submit the grievance to arbitration by making written request therefore to the City Council. Following the written notice of request for submission to arbitration, the City Council and the Union shall attempt to mutually select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, the Michigan Employment Relations Commission, or the Federal Mediation and Conciliation Service.

Section 5. Miscellaneous. The arbitrator shall not have the power to alter, add to or subtract from the terms of this Agreement. The arbitrator's authority to interpret the provisions of this Agreement shall be limited to those sections in which there exists an ambiguity in accordance with the provisions of the parole evidence rule. The arbitrator's authority shall be limited to finding violations of express or specific provisions of the agreement.

Section 6. The cost of the arbitration proceeding shall be borne both by the City and the Union with the prevailing side paying fifty percent (50%) and the losing side paying fifty percent (50%). Further, the decision of the arbitrator shall be final and binding on both parties.

Section 7. The arbitrator shall have no authority to rule or decide issues of law which could be decided in other legal forums especially where there is an agency charged with the implementation, enforcement and interpretation of such law or statute.

## **ARTICLE 11 - EMPLOYEE RIGHTS**

Section 1. If at any time, a member is answering and making an incriminating statement to an allegation(s) which may result in criminal charges being filed against him/her, the Union member shall be advised of his/her rights (Miranda Warning) prior to any, further questioning.

Section 2. The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Union have set in cooperation with the Employer and so long as it does not interfere with the ability of the employee to perform the duties and responsibilities of the office. No restriction is placed upon the freedom of employees to use their own time on other activities insofar as it does not interfere with the satisfactory performance of their police duties.

Section 3. The Chief of Police shall authorize all outside employment requests except that which will bring discredit to the department and/or does not interfere with the ability of the officer to fully and adequately perform the duties and the responsibilities of the office.

Section 4. Political Activity. Members have the same rights to participate in political activity while off duty and out of uniform, as any citizen.

## **ARTICLE 12 - UNION ACTIVITIES**

Section 1. The Union shall be provided a suitable bulletin board to be located in the Public Safety squad room, for the posting of Union notices or other materials related to the Union activities. The bulletin board shall be clearly identified as Union Bulletin Board, and its upkeep and appearance shall be the sole responsibility of the local Union.

Section 2. The Union and its Local 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 3. No more than three (3) officers or representatives of the Union 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.



Section 4. Union representative 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 Union officers or representatives or the effective operation of the department, or the rights and privileges of the individual employees.

### **ARTICLE 13 - EMPLOYEE HARASSMENT**

Section 1. The City of Gibraltar and the Gibraltar Police Officers Association hereby declare and establish as the official policy of the City, the principle that an employee shall not be subjected to offensive, verbal or physical conduct, actions or abuse, of a sexual, ethnic, racial, or religious nature during the course of, or incidental to employment with the City of Gibraltar. Furthermore, the City determines that such actions and/or conduct is inimical to good, efficient and effective government in the City.

Section 2. Prohibitive Conduct. The actions or conduct specifically prohibited by virtue of this policy are physical or verbal actions that have as their purpose or effect the creation of a hostile, offensive, or intimidating working environment or has an ethnic, racial, religious or sexual basis or both. Examples of such conduct or actions which are prohibited by virtue of this policy include, but are not limited to physical contact of a sexual nature, sexual, racial, ethnic or religious related jokes, comments, insults, cartoons, innuendos or other personal contact, conduct or mannerisms that would be construed as offensive to an average employee in carrying out his employment duties or responsibilities in the work place.

Section 3. Review. The City of Gibraltar and the Union hereby advise all employees that upon the filing of any complaint regarding unwarranted employment harassment, that it will take immediate steps to prevent such unwanted actions/or conduct from reoccurring and will investigate and determine all such reported incidents in a fair, impartial and expeditious manner. Each complaint or incident will be thoroughly investigated on a case-by-case basis and a formal determination made thereon. With respect to those incidents where a violation of this policy is shown to have occurred, immediate action will be taken to remedy the situation and prevent further actions or conduct from occurring.

Section 4. The City and Union also assure Each and every complainant under this policy that no retaliatory conduct will be taken either by the City or any employee under the control of the City. Any conduct or action which is deemed to be retaliatory in nature will be dealt with as a violation of this policy and subject to the same procedures as outlined herein.

Section 5. Penalty. All persons who violate this policy will be subject to disciplinary procedures up to and including discharge dependent upon the severity and recurrent nature of the conduct involved.



Section 6. How to File a Charge. It is the employee's specific responsibility to assist in the elimination of the actions or conduct prohibited by this policy. Every supervisor is specifically charged with the responsibility of preventing such behavior from occurring within their respective work areas. Such conduct, when observed, should be dealt with immediately.

Section 7. Any employee who feels that they have been subjected to the harassment specified in this policy should immediately report the offending incident, action or conduct to their immediate supervisor at the earliest possible moment. In the event that the employee feels that the supervisor has not given the allegation sufficient or adequate consideration or if the supervisor fails to take appropriate steps to correct the problem within three (3) days of the alleged complaint the employee should immediately contact the Chief of Police for the purpose of filing a formal complaint relative to the offending conduct. In the event that the alleged harasser is the employee's immediate supervisor, the employee shall file with the City Administrator or the Mayor.

#### **ARTICLE 14 - SENIORITY AND PROMOTIONS**

Section 1. 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 and while on granted Union leave shall be included.

Section 2. The City agrees to maintain a minimum of one (1) lieutenant and three (3) sergeants.

Section 3. Promotional procedure. Whenever the City declares that a vacancy exists, it shall fill said vacancy according to the following procedure:

- A. Promotion to the rank of Sergeant or Lieutenant shall be based on the following criteria:
  - 1. Promotional examination consisting of a series of questions designed to measure a candidate's knowledge and proficiency in Michigan law enforcement.
    - a. An employee must have served six (6) years as a patrol officer prior to testing for a sergeant's position and three (3) years as a sergeant prior to testing for a lieutenant's position.
    - b. At least thirty (30) days prior to the examination, employees will be provided with a list of sources on which the examination will be based.

2. Promotions shall be based on a total aggregate score consisting of the following:
  - a. The written test shall be weighed at 40.0% of total scorer.
  - b. Seniority shall be weighed at 40.0%. Senior officer to receive 40.0 points.
  - c. Chief's evaluation weighed at 10%.
  - d. Service rating weighed at 10% .
- B. A minimum passing score of 70% will be required.
- C. The officer with the highest aggregate score shall be promoted. In case of a tie, the senior officer will be promoted.
- D. A promotional list shall be valid for one (1) year from the date of the posted results.
- E. A newly promoted officer will serve a 6 month probationary period. At the end of the probationary period, the employee will be evaluated by the Chief of Police with a service rating. If within the period the officer is found to be incapable of handling said work, he shall return to the job he vacated prior to his advance, subject to a right to grieve. Upon return to their previous rank, all increases in pay shall be canceled.

#### **ARTICLE 15 - LAYOFFS AND RECALL**

**Section 1.** All layoffs shall be in reverse order of seniority.

**Section 2.** All recalls shall be in order of seniority.

#### **ARTICLE 16 - NEW EMPLOYEES**

**Section 1. Probationary Period.** All new employees shall serve a probationary period of one (1) years' duration. At the end of the one (1) year period, the Chief of police 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 to not 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.

- A. Uniforms. Probationary employees shall be provided proper uniforms and equipment amount to be determined by the Director. New employees are not entitled to any additional, clothing allowance until the completion of their probationary period. Should a new hire resign from the department prior to the completion of 18 months of service, said employee will be responsible for reimbursing the City for the costs of all uniforms and equipment purchased on their behalf by the City.
- B. Vacations. No probationary employee shall be allowed a vacation during such period.
- C. Upon completion of one (1) year service, the employee shall be advanced to the appropriate step of the salary schedule.

### **ARTICLE 17 - HOURS OF EMPLOYMENT**

Section 1. As the Department of Public Safety is a seven (7) day, twenty-four (24) hour operation, the work schedule of the employees of the Department of Public Safety shall be determined by the Chief of Police or his designee. The normal work day shall be of eight (8) hours duration but may be changed at the discretion of the Chief of Police when necessary, but not to exceed, except in cases of an emergency, more than twelve (12) hours, without the approval of the Chief of Police or his designee. The normal work week of employees assigned to work shifts that rotate for any given number of weeks shall not be more than forty (40) hours average for the complete cycle of rotation of said schedule. Any time worked in excess of an employee's normal work week shall be compensated at the rate of time and one-half (1).

Section 2. No officer shall be scheduled more than eight (8) hours in any twenty-four (24) hour period. Should an Officer be required to do so as part of his regular work hours, he shall receive half time additional pay for all those hours scheduled and worked.

### **ARTICLE 18 - COURT TIME AND TRANSPORTATION**

Section 1. Employees subpoenaed or scheduled by the City Administrator to 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) with a three (3) hour minimum.

Section 2. Employees subpoenaed or scheduled to Circuit, Common Pleas, Juvenile Court, Civil Court or Federal Courts shall be remunerated at time and one-half (1 ½) with a four (4) hour minimum.

- A. All court appearances to be work connected.

Section 3. Transportation. The City shall provide transportation to the employee in the event of a Court appearance outside the City Limits of the City of Gibraltar, other than the 33rd District Court.

Section 4. If transportation cannot be made available to the employee, the City shall reimburse the employee at the mileage rate allowed an individual taxpayer by the Internal Revenue Service for the then current tax year.

Section 5. Jury Duty. The City agrees to pay an employee who serves as a juror in any court, the straight time rate he/she would have realized had he/she worked his/her regularly scheduled shift or portion thereof. In order to be eligible for payment, the employee shall notify the Chief of Police within twenty-four (24) hours after receipt of notice of selection for jury duty. Any employee on jury duty shall return to the City of Gibraltar money which he/she may receive while serving on said jury duty, less any mileage allowance paid for the jury service.

#### **ARTICLE 19 - 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 an emergency.

- A. Work schedules shall be posted at least one (1) month in advance.

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

- A. Police personnel shall continue to be used for the purpose of handling emergency runs and rescue calls for the City to the extent that personnel are available and can respond within a reasonable period of time.
- B. The City shall have the authority to train Fire Personnel to handle emergency rescue runs.

## **ARTICLE 20 - TRADING SHIFTS**

Section 1. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days with the consent of the Chief of Police or his designee provided no overtime is involved, such permission shall not be arbitrarily withheld.

Section 2. Trades Involving Holidays. The officer who normally would be working shall be entitled to the holiday pay.

Section 3. Trades Involving Shift Premium. The officer who normally would be working shall be entitled to shift premium.

Section 4. Sick Day. Should an officer call off sick on a day he previously agreed to work as part of a trade, the officer who calls off sick shall be charged with a sick day (or applicable hours) .

## **ARTICLE 21 - LEAVES**

Section 1. Sick Leave. Sick leave shall be defined as personal illness of the employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.

- A. All regular full-time employees covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1.25) days for each month of active service to the Employer.
- B. Bargaining unit members will be charged for all sick leave used. Deduction shall be made to the nearest hour actually taken.
- C. On January 1st of each calendar year, all officers shall have the option of one of the following concerning the disposition of unused sick days:
  1. Elect to bank his unused sick days earned during the previous calendar year;
  2. Elect to sell back to the City any unused sick days earned during the previous calendar year;
  3. Elect to sell back to the City any unused sick days from the previous year and have the cash equivalent paid into the officers' Deferred Compensation Account;



4. Elect a combination of the above three, choices.

Any unused days sold back shall be paid at the rate of pay in effect on December 31<sup>st</sup> in the year that they were earned.

- D. Sick Leave Banks. Full-time officers shall be governed by the following provisions for sick days that are banked:

1. An officer may bank an unlimited number of sick days. However, except for officers governed by the Memorandum of Understanding dated January 7, 1988, no officer shall be paid for any sick leave days banked in excess of 120 days. Days accumulated in excess of 120 shall be for sick use only or given up upon resignation or retirement.

- E. Employer shall have the right to request a doctor's certificate of illness for any employee absent more than three (3) consecutive days.

- F. Upon retirement or resignation from the Department, any accumulated but unused sick leave days shall be paid to the individual employee according to the following schedule:

0 - 3 years	=	0% of all accumulated sick days
3 - 5 years	=	25% of all accumulated sick days
5 - 10 years	=	50% of all accumulated sick days
over 10 years	=	100% of all accumulated sick days

- G. In the event of the death of the employee, compensation equal to the amount provided for in subsection F above shall be paid to the employee's spouse or legal dependents unless otherwise directed by the employee during his lifetime.

- H. If an employee is scheduled overtime on a regular day off and becomes ill, it shall not be charged to sick leave time.

- I. Selling Back of Banked Sick Days. During the first pay period of January of each year, an officer may elect to sell back to the City, up to a maximum of 10% of banked sick days, provided that the officer has a minimum of 20 banked days up to a maximum of 120 banked days. Exception: Officers governed under the Memorandum of Understanding dated January 7, 1988. Officers electing to sell back 10% of their banked days may elect one of the following options:



1. Elect to receive the cash equivalent for the days sold back at the rate of pay in effect on December 31st.
  2. Elect to have the cash equivalent placed in the officers' Deferred Compensation Account.
  3. Elect a combination of the above two choices.
- J. Officers governed under the Memorandum of Understanding dated January 7, 1988 are subject to the following provisions:
1. Sick days that were frozen above the accumulated 200 days shall be for sick use only. These frozen days above 200 shall be used only when the officer first uses up the sick days he has earned so far during the current year. Should an officer retire or resign, he relinquishes any entitlement to those frozen days above the 200 days.
  2. Officers whose accumulated sick leave bank was frozen between 120 and 200 days shall be entitled to be paid for those accumulated days up to a maximum of 200 days, provided that if an officer elects to sell back some of the 200 days, his maximum payout shall then be reduced by the number of days sold back. Officers governed under this memorandum may elect to sell back a maximum of 10% of their banked sick days each January, subject to the options listed in paragraph 21.1(I).
  3. Should an officer reduce his sick leave bank to below 120 days he then becomes subject to paragraph 21.1(D).

Section 2. Personal Leave. Any employee shall be entitled up to three (3) 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 Chief of Police or his designee. Such authorization shall not be arbitrarily withheld.

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

Section 3. 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 4. All funeral expenses 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.

Section 5. Personal Leave Schedule Days. If it is determined that an employee has been scheduled to work in excess of 260 (8 hour) days or in excess of 2080 hours per calendar year excluding overtime hours, the employee shall be granted an additional, personal leave day for each day worked in excess of 260 days. Said days will be referred to as P/L SCHEDULE DAYS. The number of days each employee is entitled to shall be determined in January of each year covering the previous calendar year. These PL days shall be taken by December 31st of the year they were granted, subject to the directions of the Chief of Police.

## **ARTICLE 22 - PART-TIME AUXILIARY RESERVE OFFICERS**

Section 1. No part-time, auxiliary or reserve officers, shall perform the duties of a full time officer. They shall not be allowed to fill any overtime vacancy. The rank and file of the bargaining unit will be offered all overtime according to the overtime procedure.

Section 2. The City may, at its discretion, hire part-time, dispatchers to handle police/fire/EMS dispatching duties. The dispatcher can be utilized to handle those duties while the shift supervisor is assigned road patrol duties. the City agrees to bargain with the POLC regarding dispatcher wages, benefits, and duties.

## **ARTICLE 23 - SAFETY CLAUSE**

Section 1. A Safety Representative shall be appointed by the local Union and recognized by the City Council to handle safety complaints made by members of the local Union and submitted on a standard safety complaint form. It will be the obligation of the Safety Representative to process the complaints through the chain of command and to attempt to resolve the complaint in five (5) days, excluding Saturday and Sunday. If not resolved in this time, the Representative and the member shall have the right to appear before the City Council within five (5) days to remedy the complaint. Violations of this section shall not be subject to the provisions of the grievance procedure in this Agreement. However, nothing in this provision shall prevent the parties from mutually agreeing to submit a dispute on this provision to the grievance procedure.

Section 2. Vehicle. If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared, by a mechanic, as fit for the road.

Section 3. 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.

#### **ARTICLE 24 - EDUCATION & TUITION**

Section 1. Schooling. Any employee required by the City to attend schools will be 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. If transportation cannot be made available to the employee, the City shall reimburse the employee at the mileage rate allowed an individual taxpayer by the Internal Revenue Service for the then current tax year.
- B. In Service Training. (Inter and Intra Department) Employee shall be remunerated at the rate of time and one half (1 ½) with the exception of fire training for all hours in excess of their regular work day and/or work week.

#### **ARTICLE 25 - HOLIDAYS**

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

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 ½) of the regular rate.

Section 4. Lump sum holiday pay to be paid the first pay period after March 1 of each contract year. Holidays paid for include those occurring from July 1<sup>st</sup> of the previous year through June 30<sup>th</sup> of the current year. Should an employee resign or retire prior to June 30<sup>th</sup>, said employee's last check shall be prorated in order to reimburse the City for holidays paid for which the employee was not entitled to be paid for.

Section 5. If an employee works a holiday, he will place four (4) hours on his time card at straight time. If an employee does not work the holiday, he shall leave blank. Balance of holiday pay will be paid in lump sum, refer to sub-section 25.4 above. Acceptance of the lump sum pay-out by the departing employee shall be construed as authorization to deduct from the final check any amount erroneously paid to the employee.

Section 6. Holidays will be observed on the federal holiday schedule.

## ARTICLE 26 - 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 ten (10) vacation leave days.
- B. Employees with thirty-six (36) months continuous service shall be granted fourteen (14) vacation leave days.
- C. Employees with sixty (60) months continuous service shall be granted twenty-one (21) vacation leave days.
- D. Upon completion of ten (10) years of continuous service, employees shall be granted twenty-five (25) 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 employees 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 Chief of Police or his designee.

Section 6. Eligibility. Employee shall become eligible for annual vacation upon completion of a full year of service to the City and shall thereafter be eligible to use their vacation within the calendar year of their anniversary date.

Section 7. Bargaining unit members must use vacation time in the year within which it is earned.

Section 8. Employees who are not allowed to take a vacation, are called back from a vacation or have a vacation canceled by the Employer will be allowed to carry over the unused vacation days to the following year. The Employer may also pay the employee for unused vacation at the rate at which it was earned.

Section 9. Bonus Vacation Days. Any employee who does not use sick days during the calendar year shall be entitled to five (5) bonus vacation days off per year, not to be confused with regular vacation time. For each sick day used, the employee shall lose one (1) bonus vacation day for the current year. The Chief of Police shall have the option of paying for the days or allowing the employee time off.

EXAMPLE: 5 sick days used = 0 Bonus Vacation Days  
0 sick days used = 5 Bonus Vacation Days

### ARTICLE 27 - 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. \$40,000.00 Life Insurance on the Individual Employee.
- B. Members of the bargaining unit shall be provided with health care insurance pursuant to the two health care programs as set forth below. Each employee shall have the option of selecting one or the other program. Each employee shall be allowed to elect his/her option no more than one (1) time per year.
  - 1. Blue Care Network Insurance, Program E, with a BCN-5 Certificate with the following riders:
    - a. Office Visit \$10 Co-pay
    - b. Prescription Drug \$10.00 Co-pay Rider with needles & syringes APDBP
    - c. Waiver of Adult Sterilization Rider
    - d. Waiver of Elective Pregnancy Termination
    - e. family Continuation Rider
    - f. Sponsored Dependent Rider

The Employer will be responsible for the first \$100.00 of co-pay required under this program, and shall reimburse the employee upon submission of paid receipts therefore; based on 1 year of coverage.

- 2. Blue Cross Blue Shield Plan 8, Comprehensive Major Medical, CMM 50 providing for an initial \$250/single or \$500/family



deductible, which is the responsibility of the employee before an 80% BC/BS paid bill and 20% co-pay. The 20% co-pay shall be paid by the City up to a maximum of \$1,000.00 per calendar year and providing for a \$10.00 co-pay on the Drug Rider. The Employer shall reimburse the employee the first \$1,000.00 of the co-pay, upon submission of aid receipts by the employee. If the employee does not use any part of the \$1,000.00 co-pay, the City will reimburse the employee one-half (1½) of the amount of the deductible, all reimbursements are based on 1 year coverage. Under the mental health care rider, the employee is responsible for the 50% co-pay up to a maximum of \$2,000 per year and it is not counted towards the \$1,000 co-pay of general services.

- C. Upon retirement, for retiree and spouse the City of Gibraltar will pay four percent (4%) of the cost of health, dental and optical care coverage as provided for herein for each year of service rendered by the employee to the City to a maximum of one hundred percent (100%) For example, an employee serving the City for a period of twenty (20) years prior to retirement will be entitled to have the City pay eighty percent (80%) of the premium for health care coverage provided by this Agreement. The employee will be required to pay the remaining premium costs as a co-pay. Employees who are eligible to receive Medicare and at the time they receive it, the City paid health insurance will be supplemental to Medicare.
- D. Upon the death of the employee, the Employer shall pay four percent (4%) of the premium for each year of service of the employee to a maximum of one hundred percent (100%) for hospitalization and medical coverage for the widow and children of said employee, unless or until said widow remarries, and the children reach the age of majority.
- E. For an officer killed in the line of duty or as a result of injuries sustained in the line of duty the Employer shall pay the entire cost of health care coverage for the spouse and the dependent children until such time as the wife remarries, and for the children until such time as they reach the age of majority.
- F. Effective upon ratification of this Agreement or as soon thereafter as coverage can be effectuated, the Employer shall provide Blue Cross/Blue Shield Dental Coverage identified as Dental CR-RC-50-50 which requires a fifty percent (50%) co-payment by the employee with (MBL 800} a maximum benefit level of Eight Hundred Dollars (\$800.00) per member per contract year. In addition, the Employer will provide OS-50-600 which provides orthodontic services with a fifty percent (50%) co-payment and maximum benefit of Eight Hundred Dollars (\$800.00) per member per contract year.



- G. The City shall also provide Optical coverage to the employees in the bargaining unit pursuant to the Blue Cross/Blue Shield Plan Vision A80.
- H. The City agrees to provide a policy of reimbursing employees a portion of the health care premium should they opt out of the City coverage.

### **ARTICLE 28 - PHYSICAL EXAMINATION**

Section 1. All members of the department may be required to submit to an annual physical examination by a licensed physician at the City's expense.

Section 2. The examination shall consist of the following tests EKG, eye exam, chest x-ray, hearing test, blood test (CBC or equivalent) , and a general examination by a physician.

### **ARTICLE 29 - SHIFT DIFFERENTIAL**

Section 1. Employees working the afternoon shift shall be paid an additional thirty-five (\$.35) cents per hour. Employees working the midnight shift shall be paid an additional forty (\$.40) 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 a shift premium of an additional forty cents (\$.40) per hour.

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

### **ARTICLE 30 - WAGES**

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

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 ½) , 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.

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. Such list shall be made available to all employees. The list shall run continuously for the fiscal year. At the beginning of the fiscal year, all overtime totals shall revert back to zero. New employees shall be credited with the average amount of overtime computed from the list and it shall be entered on the overtime board on the first day of employment.

- A. The Chief of Police or his designee shall assign, all scheduled overtime. Casual overtime (shift shortage, call in, etc.) shall be assigned by the desk officer on duty, when such overtime is necessary, subject to the following:
1. To insure fair distribution in the Public Safety Department, the overtime shall be distributed by Division et al.,: Shift Supervisor, Patrol, and Detective Bureau.
  2. Overtime shall be distributed rank for rank ; for example, Lieutenant or Sergeant for Sergeant, and 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.
  3. Overtime hours shall be those paid at time and one-half (1½).
  4. Overtime refusals 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.
  5. Supervisor Overtime - shall be first offered to the supervisor with the lowest amount of hours on the overtime board, providing he/she is available, on up the list. Shall second be offered as a split between the scheduled supervisors. Shall third be offered to the low available patrolman on the overtime board until filled.
  6. Road Patrol Overtime - shall be first offered to the patrolman with the lowest amount of hours on the overtime board, providing he or she is available, on up this list. Shall second be offered as a split between scheduled road patrol officers as per present practice. Shall third be offered to the low available supervisor on the overtime board until filled.
  7. Miscellaneous Overtime shall be filled as provided for in the above subsection 6.

8. Should two or more officers have an equal amount of overtime hours on the overtime board and they are both eligible for overtime assignment, the overtime shall be first offered to the most senior officer, on down until filled.
9. Errors in the assignment of overtime, when called to the attention of the City, shall be corrected by the assignment of next 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.
10. The Union and the City mutually agree to allow the employees covered by this agreement the ability to elect to receive Compensatory Time in lieu of overtime paid, pursuant to the Fair Labor Standards Act, Title 29, USC 207 (o). The Union agrees to hold the employer harmless from any liability which may arise from the above practice.
  - The parameters governing the use of compensatory time shall be the same as those used to govern Personal Leave.
  - Any unused compensatory time of record at the end of the fiscal year shall be paid as wages earned.

### **ARTICLE 31 - UNIFORM ALLOWANCE AND CLEANING ALLOWANCE**

Section 1. The City shall provide a uniform allowance to each employee of \$600 for each year of the contract. Payable upon request by purchase order from the Director, issued to a uniform company. One hundred (\$100) dollars may be used for the purchase of miscellaneous items not furnished by the Department. Any part of the uniform damaged while on duty shall be replaced at the City's expense.

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.

Section 3. Newly hired employees, in their first year of employment only, shall receive all clothing and equipment as has been the practice in the past, and in addition to the \$600.00 clothing allowance defined in section 1 above receive an additional \$250.00.

## **ARTICLE XXXII - GUN ALLOWANCE**

Section 1. Each employee shall receive a gun allowance of Three Hundred Sixty-Five (\$365) Dollars per man, per year, payable on the first pay period in December. The payout covers the period between December 1<sup>st</sup> of the previous year through November 30th of the current year. Officers who resign or retire prior to December 1<sup>st</sup>, shall receive a prorated gun allowance (\$1.00 per day of employment).

Section 2. 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.

Section 3. Ammunition. The City agrees to furnish for practice, six hundred (600) rounds per man per year.

## **ARTICLE XXXIII - LONGEVITY**

Section 1. Longevity shall be paid on the following basis:

- \$300 after completion of 3 years of service
- \$500 after completion of 5 years of service
- \$700 after completion of 10 years of service
- \$800 after completion of 15 years of service

Section 2. Longevity payments will be paid on the first pay period following anniversary of effective date of hire. Each employee shall indicate on his overtime card when his anniversary day is due and the amount of longevity pay due him.

## **ARTICLE XXXIV - UNEMPLOYMENT COMPENSATION**

Section 1. Any member who is laid off for lack of work or funds shall receive the same benefits under the same rules, regulations and statutory requirements as if the Michigan Unemployment Compensation Act, being MSA 17.501 et seq., as amended, applied. Violations of this Article shall not be subject to the grievance procedure unless mutually agreed upon by the parties.

## **ARTICLE 35 - WORKER'S COMPENSATION**

Section 1. Each full-time employee and each probationary employee who is unable to work as a result of an injury or sickness arising out of and in the course of employment shall be paid at his regular rate of pay for the duration of Worker's Compensation benefits, without loss of sick leave for a period of one year or the length of disability, whichever is less.

Section 2. Any disability pension received by the employee shall be offset by the amount of Workers Compensation benefits being received on a dollar for dollar basis.

Section 3. The Workers' Compensation checks will be turned over to the employee with the City issuing a bi-weekly check making up the difference between the Workers' Compensation check and the employees' regular rate of pay.

Section 4. If an officer is injured or suffers an illness in the performance of his duties and receives Worker's Compensation, he shall earn no sick leave, personal leave, bonus vacation days or vacation time during that period. However, accumulated vacation time earned prior to the injury or illness shall not be lost and may be used when the Officer returns to fulltime employment

## **ARTICLE 36 - PENSIONS**

Section 1. An employee may retire under Act 345, P.A. 1937, as amended, (C.L. Sec. 38.551 et seq.) after twenty-five (25) years of service regardless of age.

Effective July 1, 1997 the pension multiplier will be 2.5% of the first 25 years plus one (1.0%) percent of final average compensation times years of service in excess of twenty-five (25) years. Final average compensation shall be figured using the best three (3) years out of the last four (4). FAC includes base wages, overtime, longevity, and shift premium. Effective July 1, 1997 all employees participating in Act 345 will contribute 6% to the Pension Fund on all earnings except for sick day sell back, gun allowance, and lump sum holiday pay.

Effective July 1, 2001 the pension multiplier will be 2.7% for the first 25 year of service plus one (1.0%) percent of final average compensation times years of service in excess of twenty five (25) years. A cap of 70% of final average compensation shall be established. Final Average Compensation (FAC) shall be figured using the best three (3) years out of the last four (4). FAC includes base wage, overtime, longevity, and shift premium. Effective July 1, 2001 all employees participating in Act 345 will contribute seven (7.0%) percent to the Pension Fund on all earnings except for sick day sell back, gun allowance, and lump sum holiday pay.



Section 2. Funding Retiree Health Care Through the Pension Fund. Both parties agree to permit funding of retiree health care provided that it is fiscally and legally permissible. City is responsible for any unfounded liabilities for this proposal.

### **ARTICLE 37 - ANIMAL CALLS**

Section 1. Employees shall not be required to routinely handle animals except in making animal bite report. In cases of emergency (biters and/or rabid animals or when the City's Dog Warden is not available) employees shall take such action as is necessary for the protection of the public.

### **ARTICLE 38 - SAVINGS CLAUSE**

Section 1. If any section, sentence, clause or phrase of this contract is for any reason held to be invalid or illegal, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this contract or the contract as an entirety. Both parties will reconvene to negotiate that section or portion of the contract which is found illegal or invalid.

### **ARTICLE 39 - STRIKE PROTECTION**

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 40 - DRUG TESTING**

Section 1. Both the Union and the City agree to Gibraltar Police Department General Order regarding employee drug testing and last chance agreement. Any modifications to the policy will be subject to negotiations between the Union and the City.



**ARTICLE 41 - DURATION**

Section 1. This Agreement shall be effective the First day of July 2000, and shall remain in full force and effect through to, and including June 30, 2005.

Section 2. The parties agree that, commencing no later than May 1, 2005, 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 between the City and the Union 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 for in Section 3 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR THE UNION

Raymond E. Cantelmo  
Deeard LaPointe

CITY OF GIBRALTAR, MICHIGAN

Christop Carroll  
Cynthia Ward  
12-21-00  
12-21-00

John L. Sullivan  
POLC

## APPENDIX A - WAGES

RANK	JULY 1 2000	JULY 1 2001	JULY 1 2002	JULY 1 2003	JULY 1 2004
PAY INCREASE	3%	3%	3%	3.50%	3.50%
LIEUTENANT	50,979.00	52,508.37	54,083.63	55,976.56	57,935.74
SERGEANT	47,204.81	48,620.96	50,079.59	51,832.38	53,646.52
4 YEAR PATROLMAN	44,116.85	45,440.36	46,803.57	48,441.70	50,137.16
3 YEAR PARTOLMAN	40,788.51	42,012.17	43,272.54	44,787.08	46,354.63
2 YEAR PATROLMAN	36,474.24	37,568.47	38,695.53	40,049.88	41,451.63
1 YEAR PATROLMAN	32,160.59	33,125.41	34,119.18	35,313.36	36,549.33
STARTING PAY PATROLMAN	28,876.95	29,743.26	30,635.56	31,701.81	32,817.59

## **APPENDIX B - RESIDENCY**

All employees of the police department will be allowed to reside outside of the City as defined in Senate Bill #198 and passed into law by the Michigan legislature. It is specifically understood that when the number of bargaining unit members residing in the City of Gibraltar is reduced to fifty percent (50%) of the then current staff, the Employer shall have the right to assign the EMT services away from the bargaining unit, at its sole option and without further negotiations.

It is understood that no bargaining unit member will be picked up at his home to come to the station for duty assignment if he resides outside of the City of Gibraltar. It is further understood that a bargaining unit member residing outside of the City of Gibraltar will not be called to handle EMT runs .