

AGREEMENT

between

THE CITY OF GLADSTONE

and

LOCAL NUMBER 906

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CITY OF GLADSTONE SUPERVISORY EMPLOYEES

Effective: April 1, 2024

to

March 31, 2027 (TA-9)

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AGREEMENT

THIS AGREEMENT is entered into on this 30th day of March, 2024 between the CITY OF GLADSTONE, MICHIGAN (hereinafter referred to as the "CITY or EMPLOYER") and LOCAL UNION NUMBER 906, of the International Brotherhood of Electrical Workers (hereinafter referred to as the "UNION").

It is mutually agreed by Local 906 of the International Brotherhood of Electrical Workers, and the City of Gladstone in its Management that the foregoing Agreement shall be effective as of April 1, 2024 and shall continue in effect until March 31, 2027 and provided, further, that after March 31, 2024 said contract will remain in effect from year to year until either party notifies the other in writing within sixty (60) days of any such yearly period of its intention to amend, modify, or terminate the terms of the contract.

If any provision of this Agreement shall be found to be in conflict with any Statutes or Regulations of the United States or the State of Michigan by court of competent jurisdiction, such provision shall be deemed null and void and of no further effect. However, such provisions shall be severable from the remainder of the Agreement, and all other provisions hereof shall continue in full force and effect. Any provision found to be in violation of the above-mentioned Statutes or Regulations shall be immediately renegotiated by the parties hereto. Upon Mutual agreement between the parties, this contract may be reopened.

WITNESSETH, in consideration of harmonious relations and settled conditions of employment with financial and personal relations mutually beneficial, and in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I **Management Rights**

Sec 1.01 The City shall, on its own behalf and on behalf of the electors, retain and reserve unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, and the Gladstone City Charter.

Further, except as limited by the provisions of this Agreement, the Employer shall have the following rights:

- 1) to operate and direct the affairs of the City and all of its various aspects;
- 2) the rights to establish the overall direction of the workforce, including the right to determine the size, deployment, scheduling, duties and adjusting compensation due to job requirements, (TA-1) of the workforce;

- 3) to determine the qualifications required of all employees;
- 4) to direct, plan and control the workforce;
- 5) to direct, plan and control its operations;
- 6) to hire, assign, direct, lay off, recall, transfer or promote employees;
- 7) to demote, suspend or terminate for just cause, subject only to such employees' rights of appeal as set forth in this Agreement, Article 3.
- 8) to establish, change, combine, or discontinue job classifications and to establish the number of people needed or used in all classifications and establish jobs descriptions for all classifications and positions;
- 9) to introduce new and improved operating methods and/or facilities;
- 10) to change existing operating methods and/or facilities;
- ~~11) to prohibit or limit smoking or tobacco use on City property; (TA-2)~~
- 12) to establish policies and rules for the work force not in violation of this agreement;
- 13) to manage in the traditional manner;
- 14) To make, publish and enforce reasonable work rules and regulations; and
- 15) To subcontract for services or purchase any and all materials and supplies necessary for City operations.

Sec. 1.02 The membership of the Union agree that they shall individually and collectively perform loyal and efficient work and service, and that they shall use their influence and best efforts to protect the property of the Employer as well as service to the public at all times. The Employer agrees to co-operate with the Union in its efforts to promote harmony and efficiency among the employees.

Sec. 1.03 The Union and the Employer agree, that in the event of any automation of City processes or systems which effects, or potentially may affect, the employment status or terms and conditions of bargaining unit employees, the Employer will notify the Union at least 60 days prior to the implementation of such automation. The parties further agree that they will mutually negotiate the implementation of any automation, with respect to its effect on the employment status or terms and conditions of employment of bargaining unit employees.

ARTICLE II **Union Security**

~~Michigan's Right to Work Act ("RTW"), PA 349 of 2012 has invalidated the provisions set forth below at Article 2, Section 202 (a) to (e) and Section 208 (a) to (e). The clauses set forth below regarding such matters and all other matters rendered illegal by RTW shall not be deemed contractually required only so long as RTW remains the law of the State of Michigan.~~

~~Notwithstanding RTW, the Employer will deduct Union dues and forward them to the Union, if and so long as it has valid, written wage deduction instructions from each such employee, unless and until they are revoked or modified by such employee.-(TA-10)~~

The Union shall indemnify the Employer and Co-Employers and hold it harmless against any and all suits, claims, demands and/or liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written wage deduction instructions, lists, notices or assignments, or wage deduction revocation instructions received from each such employee, unless and until they are revoked or modified by that employee.

Sec. 2.01 This agreement covers all permanent full time supervisory employees; Electric Supervisor, Public Works Supervisor, Water Superintendent, Wastewater Superintendent, combined Water/Wastewater Superintendent, Parks & Recreation Director, Assistant Parks & Recreation Director, Community Development Director and Treasurer. It is expressly agreed that this Agreement does not cover the positions of City Manager, Public Safety Director, Assessor and City Clerk. The City of Gladstone recognizes the Union as the exclusive bargaining agency for these employees, and agrees to co-operate with the Union in maintaining harmonious relations between the parties hereto.

Sec. 2.02 Union Security. Requirements of Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union commencing thirty (30) days after the effective date of this Agreement and such condition shall be required for the duration of this Agreement.
- (c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Sec. 2.03 The Employer agrees that there shall be no intimidation, coercion or discrimination against any of the employees covered by this Agreement because of their activities in the Union.

Sec. 2.04 The Employer agrees to notify the Union of any proposed sale, conveyance, transfer, lease, assignment, consolidation or merger and to provide, and continue to provide any and all

information about the sale, conveyance, transfer, lease, assignment, consolidation, or merger, including a copy of the proposed legal documents setting forth the transaction in question. Such notification and information shall be provided at the earliest possible time, but, in any event, at least 60 days prior to the effective date of any agreement between the Employer and proposed successor.

The Employer shall timely notify the Union, provide the required information, and allow a Union representative to be present at negotiations involving the transaction in question.

Sec. 2.05 The Union recognizes that all unit members are appointed by the City Manager of the City of Gladstone. The Employer shall have the right to exercise discipline in the interest of good service and the proper conduct of its business. When management determines candidates for such a position to be equal in terms of ability and qualifications, seniority would prevail.

Sec. 2.06 Employees, through the representative of the Union, shall have the right to a hearing on any difference of opinion as to promotions or demotions, discipline administered, lay-offs, or discharge per Article 3.

Sec. 2.07 Authorized representatives of the Union who may wish to visit a plant or job during working hours, where work under this Agreement is being performed, may do so by obtaining approval from the City Manager, but must not hinder or interfere with the progress of the work.

Sec. 2.08 Union Dues and Initiation Fees.

The Union agrees to hold the City harmless where the collection of dues on the Unions behalf. The Union bears ultimate liability for any dispute with its members about the collection of dues.

- (a) Payment of Check-Off. Employees shall render the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.
- (b) Check-off Forms: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and, one (1) each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Financial Secretary of the Union.

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Date to Start Deduction: _____

Signed: _____

Address: _____

- (c) When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- (d) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the first pay day of the month.
- (e) Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE III
Dispute
Resolutions/Mediation/
Termination

Sec. 3.01 The Management and the Union agree to foster harmonious relations and settled conditions of employment; and it is mutually agreed by the parties hereto that neither party will permit, encourage, or take part in any lock-out, strike, work stoppage, walkout, or other interruptions of the public service; and that all differences, disputes, and controversies, if not otherwise settled by conference or negotiation as provided in this Agreement, shall be settled by

mediation, as is hereinafter provided.

Sec. 3.02 All employees of the City of Gladstone serve at the pleasure of the City. During his or her probationary period, an employee can be terminated by the City without explanation. Upon completion of a probationary period, including any extended probationary period, the status of such employees is that of an at-will employee, who serves at the pleasure of the City, subject, however to the appeal rights set forth below.

Step 1. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Department heads, may appeal any adverse action by the City Manager to the City Commission. The decision of the City Commission will be **absolutely the final decision of the City. There shall be no right of appeal to any Commission or to any court or administrative tribunal.** (TA-3)

As used in this section, "appeal" means a right to an administrative hearing that includes basic due process, including notice of the time and place of any hearing, a hearing before the City Manager or the City Commission, as applicable, a reasonably definite statement of the charges against the employee, the right to cross-examine adverse witnesses and produce witnesses, and an informal statement of the findings of the City Manager, as applicable.

It is agreed that prior to a final decision regarding work place disputes, either party may request mediation under the Public Employee Relations Act (PERA) but neither party is obligated to participate in mediation.

Sec. 3.05 Disciplinary action or measures may include the following in order dependent upon the severity of the offense as outlined in city policy:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

If the Employer has reason to reprimand an employee, it shall be done, if possible, in a manner that will not embarrass the employee before others.

If an offense is of the nature to endanger other employees, the public, and/or property,

either public or private, the employee may be sent home.

Any employee who is suspended or discharged shall have the right to appeal any adverse decision to the City Commission, ~~as per the City Personnel Policies. (TA-4)~~ If the City Manager believes immediate suspension is warranted pending an investigation, the employee may be suspended for no more than five (5) working days. Within said five (5) working days, the City Manager shall determine as to whether any initial suspension shall be extended or converted into a discharge. During this period of initial suspension, or within five (5) business days after such suspension or discharge is imposed, the employee may, if he or she feels that they have been unjustly dealt with, request a hearing and a statement of the offense before the City Manager. If the City Manager's resolution does not satisfy the employee, he or she may invoke the dispute resolution procedures set forth in this agreement within five (5) days of any decision issued by the City Manager.

If the suspension or discharge is revoked, the employee shall be returned to employment and receive full compensation at this regular rate for the time lost, unless mutually agreed that such employee will be disciplined without pay as a condition of such revocation.

In the event of discipline or discharge as provided by the discipline procedure, the steps and requirements as provided by Article III of this collective bargaining agreement shall apply.

Sec. 3.06 Termination for Cause: By action of the City Manager after a finding that the employee has willfully and materially failed to perform their duties under this contract continuing after receipt of notice from the City Manager, or for the reason of the employee's misfeasance, malfeasance or nonfeasance, the City Manager may terminate the employment for just cause and under such circumstances, the City shall pay for accumulated **sick and** vacation time, but no other severance amounts. Just cause shall be defined as stealing, abuse of controlled substance (narcotics) as defined by state and federal regulatory agencies. Excessive absenteeism or tardiness, walking off duty without permission of the City Manager, fighting or gambling while on duty, carrying weapons on duty without authorization, falsifying city records, falsifying leave requests, conviction of a felony and sexual harassment.

Termination for Other Than Just Cause: The employment of an employee covered by this contract may be terminated by the City for reasons other than just cause attributable to the employee. In the event the City elects to terminate the employee covered by this contract for reasons other than just cause attributable to them, the City agrees to make a severance payment. If such action is taken by the City, the City shall pay an amount equal to six (6) months of their salary. All fringe benefits shall continue for the duration of such salary payments. **Final severance payment shall include 25% of accumulated sick time and 100% vacation.** ~~and any 25% accumulated sick and vacation time shall be paid to the employee.~~

Such severance pay will be paid to the employee over a period of its paydays. The severance payment will be made by checks issued on regular City paydays, and such checks will have all appropriate withholding taxes or obligations deducted.

ARTICLE IV
Seniority

Sec. 4.01 Seniority is established from the employee's original date of continuous full-time employment, and is used in determining length of vacations, amount of sick leave, and/or other fringe benefits not related to job seniority classification. Any employee transferring into this unit from other City employment will carry their City seniority over. Unit seniority shall begin on the first day of employment in a unit position.

Sec. 4.02 All new positions and all vacancies in Supervision shall be posted and Management shall attempt to fill such positions from present employees within this unit, however management retains the right to make appointments to what the Employer finds to be the most able and qualified. Salary for any new position or combination of existing positions will be negotiated.

Sec. 4.03 An employee shall lose his/her length of service for the following reasons:

1. Voluntary resignation;
2. Absence for two working days without notifying the City; or
3. Failure to return to work when recalled from layoff as set forth in the recall procedures.
4. Layoff for a period in excess of two (2) years.

ARTICLE V
**Working
Hours**

Sec. 5.01 The City Manager shall impose each employee's regular hours of employment, after consultation with the employee, and with specific reference to the efficient operation of each employee's department.

ARTICLE VI
Payroll

Sec. 6.01 Pay days shall be every other week on Friday.

Sec. 6.02 The hourly rate of pay for all purposes, including payroll deductions, shall be calculated by dividing the individual's yearly salary by two thousand eighty (2,080) hours.

Sec. 6.03 Unit members understand that as a condition of employment attendance at council

meetings and other meetings directly pertaining to City business (i.e. budget workshops, planning meetings, community meetings, community group meetings, etc.) may be required as decided by the City Manager.

Sec. 6.04 Unit members understand that as a condition of employment they may be required to work in excess of eight (8) hours a day or forty (40) hours a week including Saturday and/or Sunday. Exempt employees may request flex time for hours worked in excess of 40 hours per week, provided that such flex time is not guaranteed and must be taken as quickly as reasonably possible. In no event will flex time be converted to cash during or after employment by the City. When the City Manager determines such flex time would not interfere with the efficient operation of the employee's department, it should be granted. Nothing contained herein shall be construed to mean that any employees of this unit are considered net-salaried Non-Exempt employees.

Sec. 6.05 Employees eligible to retire must give at least two weeks advanced notice of retirement to collect any earned vacation, sick and prorated longevity payments. The final paycheck will be given to terminated employees as soon as practical. The final paycheck will include wages accrued to the effective termination date, less any deductions which are contemporaneously authorized in writing by the Employee or authorized by Federal or State Law. Permanent full-time employees who have terminated employment with the City due to retirement will receive 25% of accumulated sick leave and pro-rated longevity. All permanent full-time terminated employees will receive payment for unused accrued vacation time.

ARTICLE VII **General Working Rules**

Sec. 7.01 The Employer agrees to provide safe working conditions for its employees, and the employees agree that they will be aware of, know the use of, and will use all safety equipment furnished to them by the Employer during their working hours.

The Employer shall furnish all necessary safety equipment and personal protective equipment. Further, all such equipment shall be tested in the manner and at the time period specified by the manufacturers. It should be worn at all times when working at or near a job with hazardous conditions.

The Employer shall furnish a **government** phone plan to Department Heads at no cost to the employee. If an employee chooses to utilize a personal cell phone plan, that employee will be reimbursed \$50.00 per month for the use of the personal plan. Employees who utilize the government plan shall be eligible to purchase phones at government rates per the plan. (TA-11)

ARTICLE VIII **Vacations**

Sec. 8.01 All regular employees covered by this Agreement shall be entitled to

vacations with regular pay each year in accordance with the following schedule:

YEARS OF SERVICE	TOTAL HOURS/VAC
A. Up to 1st Anniversary Date	65
B. 1st up to 7th Anniversary Date	117
C. 7th up to 13th Anniversary Date	156
D. 13th up to 19th Anniversary Date	195
E. 19th Anniversary and thereafter	234

Proposed Supervisor Vacation Schedule		
Anniversary Date	Vacation Accrual	
	Per Pay-period	Annual
Upon Hire	N/A	Negotiated lump sum upon hire
Upon hire to 1 st Anniversary Date	3.5 Hours	91 Hours
1 st to 7 th Anniversary Date	5.5 Hours	143 Hours
7 th to 13 th Anniversary Date	7.0 Hours	182 Hours
13 th to 19 th Anniversary Date	8.5 Hours	221Hours
19 th Anniversary Date and thereafter	10	260Hours

(TA-5)

- (a) Employees entitled to vacation privileges who retire or voluntarily quit shall be paid for vacation not received only when two (2) weeks of notice of termination is received by Management.
- (b) The City Manager shall determine vacation schedules. Department heads seniority as well as Departmental needs, will be determining factors and apportioning vacation.
- (c) Vacation is accrued and given on a per pay period basis. Maximum accrual of vacation will be ~~275~~ 300 hours. (TA-5)

Sec. 8.02 Where there is no conflict among employees in a particular work group over vacation schedules, such employees may not be required to formally sign up for their vacations in advance but may arrange for their vacations independently with the City Manager.

ARTICLE IX
Holidays

Sec. 9.01 The following eleven (11) designated days shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and a Floating Holiday in lieu of an employee's birthday.

Sec. 9.02 Unless otherwise agreed between management and the Unit: Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Sec. 9.03 Unit employees required to work on the above designated Holidays shall receive flex time and time will be calculated at one and one-half (1 1/2) times the number of hours worked.

Sec. 9.04 Except when an employee is on an approved vacation or sick leave or excused absence, he/she must work the scheduled workday before and after the holiday to qualify for pay on the holiday. In the event a Holiday falls during an employee's vacation period, such employee shall receive the Holiday eight (8) hours off with pay.

ARTICLE X **Sick Leave**

Sec. 10.01 All permanent employees shall be entitled to sick leave accrued at the rate of twelve (12) days per year. One (1) day per month, awarded on the first pay period of the month will be issued beginning from the first day of employment.

Sec. 10.02 Employees are not permitted to use accrued sick days until after completion of probationary period without City Manager approval prior to use. Maximum accumulation is 960 hours. Forty (40) hours of 960 hours may be compensated as vacation time or pay once per fiscal year. Other than as agreed above, sick days may not be utilized for vacation days.

Sec. 10.03 If an employee has not been employed for a full year between the date of hire and April 1, the employee shall be entitled to proportionate sick leave accrued for the portion of year worked. Sick leave will be subtracted as used from total sick leave during the year and sick leave accrues at eight (8) hours per month.

Sec. 10.04 All employees shall be given their regular employment upon return to their regular work, with or without accommodation. Employees missing two (2) consecutive days may be required to produce a doctor's explanation of reason for absenteeism.

Sec. 10.05 If an employee who has qualified for workers compensation wants a full paycheck, they can use their sick leave, vacation time or compensatory time. Such additional payment shall be known as Supplementary Workers' Compensation. To qualify for the additional payment the employee shall give notice to the City of the injury within forty-eight (48) hours of the

occurrence.

Sec. 10.06 The City shall pay the health insurance premium **up to the state capped amount (TA-6)** while an employee is on Workers' Compensation for up to six (6) months.

Sec. 10.07 All employees will be paid for all time spent and remain on clock while undergoing medical attention due to injuries that occurred at work. Employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the Michigan Workers' Compensation Act.

ARTICLE XI

Leaves of Absence & FMLA

Sec. 11.01 The Employer will be in compliance with the FMLA policy. State Law provides that an officer or employee of a Municipal Corporation who is a member of the National Guard or a Federal Reserve shall be entitled to leave of absence from his public office or employment without loss of pay, seniority, status, efficiency, vacation, sick leave, or other benefits for all of the time when he is engaged with such organization in training or active service ordered or authorized by proper authority pursuant to a law for a period not to exceed a total of fifteen (15) days in any calendar year. This leave is allowed only in case he satisfactorily performs this period of military service and returns to his employment at the expiration thereof.

Where the number of employees allowed on vacation at any one time must be limited, military service in accordance with State Law will receive preference over vacations.

Military service in accordance with State Law will in no way affect an employee's vacation or holidays.

Sec. 11.02 All permanent employees will be granted five (5) consecutive workdays for funeral leave, with pay, for deaths in the immediate family (spouse, children of employee or spouse, mother, father, mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild of employee). The employee must attend the funeral to receive this benefit. Employee's requesting funeral leave should notify the City Manager as soon as possible.

Sec. 11.03 Leave of absence with pay may be granted an employee in the interest of professional development for attendance at seminars, schools, conventions, etc., by mutual agreement between Management and the Union. Expense re-imbusement will be based upon budget parameters.

Sec. 11.04 Permanent employees may be granted a leave of absence for a period not to exceed one (1) year unpaid, job protected leave. A written request should be submitted to the City Manager including the reason(s) and anticipated length. A request for an extension of the leave must be approved by the City Manager. An employee who does not return from leave at the specified time is considered to have resigned. While on approved leave of absence

the employee does not accrue vacation, sick days, receive holidays, accrue seniority or receive or be entitled to any other employee benefits. Permanent employees may during the non-FMLA leave, maintain their present insurance coverage through the City by reimbursing the City for the employer's share of any premiums that fall due during such leave.

ARTICLE
XII
Insurance

Eligible employees and their dependents shall be covered, under the City's group hospitalization/medical, dental and optical insurance plans as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF) plan Benefit Package plan 1023 and 122. The City shall pay for three (3) months of health insurance premiums while permanent employees are on layoff.

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of MCTWF's Base Medical Benefits and Prescription Drug Benefits (Plan 1023) will not exceed the annually adjusted hard cap amount set forth in PA 152 of 2011. All premium costs above the annually adjusted hard cap amount shall be covered by the employees who participate in the benefit package plan (1023). The hard cap adjustment paid by the employee will occur in the first pay period after April 1 of each plan year. All employee premiums will be paid through an IRS 125 Plan through weekly payroll deductions.

Post-Retirement Health Buyout: (Approved by City Commission 03/22/21) Care

~~Supervisors hired prior to March 31, 2008 the City shall fund 10 years of MERS Health Care Savings Plan (HCSP). The first deposit in March 2021 will be a cash buyout of \$21,000 (70% of 30,000). Then, annually for 3 years, on April 1st of each year, \$27,000 (90% of \$30,000) will be deposited in their HCSP (three years: April 2021, April 2022, and April 2023).~~

~~At retirement, the employee will have the payment options of any remaining buyout funds:~~

- ~~1) Lump sum deposited in HCSP at 90% reimbursement rate~~
- ~~2) Lump sum cash at 70% reimbursement rate~~

~~If death of the employee occurs prior to final payment of April 2023, the City will pay out any remaining funds to the MERS Health Care Savings Plan on behalf of the employee's beneficiary.~~

~~Department heads eligible for this option include: Barry Lund, Rodney Schwartz, Rob Spreitzer and Michael Kennedy. This is a one time buyout as described in the City of Gladstone's PA 202 Corrective Action Plan. After the final deposit of \$27,000 in April 2023, this will fulfill the City of Gladstone's obligation with respect to other post-employment benefits (OPEB) owed to these employees.~~

The Employer will contribute \$200 a pay period to a MERS Medical Savings Account for those employees who did not receive a one-time buyout for post health. For those employees hired after 4/1/24 the Employer will contribute \$100 a pay period to a MERS Medical Savings Account. (TA-12 included retroactive agreement to 4/1/24)

The City agrees to furnish, at no cost to the employee, a term life insurance policy in the amount of one times base year's salary (with double indemnity for accidental death/dismemberment) for each employee. In addition, the employee's spouse is covered for four thousand (\$4,000.00) dollars. Dependent children of the employee are covered for one hundred (\$100.00) dollars (birth to six months) and two thousand (\$2,000.00) dollars (six months but less than nineteen years to twenty-one years if a full-time student).

The City agrees to compensate employees hired prior to November 1, 2014 \$277.85 bi-weekly, and employees hired on or after that date \$200.00 bi-weekly if the employee does not enroll in the City's health plan (payment in lieu of health coverage). Proof of other insurance is required.

ARTICLE
XIII
Longevity

Longevity payments for continuous service shall be paid on the payday closest to December 1st based on length of service as of the previous November 1st. Longevity pay will be based on a pass/fail merit system, with the determination for eligibility made by the City Manager. Annual payments are as follows:

Length of Service

1 to 5 years continuous service	\$500.00
6 to 10 years continuous service	\$750.00
11 to 15 years continuous service	\$1,000.00
16 to 20 years continuous service	\$1,250.00
21 to 24 years continuous service	\$1,500.00
25 years and above	\$2,000.00

(TA-13)

ARTICLE XIV
Classification and Compensation
Schedule

- (a) The City shall have the right to negotiate wages relative to incoming or newly appointed supervisors. Such negotiations will be between the City and prospective employee.
- ~~(b) The City reserves the right to negotiate a new wage adjustment rate for the Treasurer and the Community Development Director. for members of this contract to be completed no later than one month after ratification of this contract. before this contract is ratified. (TA-16)~~
- (c) The annualized salary adjustments for the term of the contract are shown below;
- ~~• April 1, 2024: Wage Adjustment in affect~~
 - April 1, 2025: \$4,160 each supervisor
 - April 1, 2026: \$4,160 each supervisor (TA-14)

ARTICLE XV
Pension

Employees enrolled in MERS Defined Contribution ~~as of September 27, 2011~~ will continue to receive the City base contribution of 8% of wages; and City will match any employee contribution up to 3% (TA-15) of their gross (TA-8) wages. Employee contributions are pre-tax.

~~Employees hired after September 27, 2011 will be enrolled in MERS (Michigan Employees' Retirement System) Defined Contribution with the City contributing 8% of wages; and will match any employee contribution up to 2% of their wages. (TA-15)~~

Article XVI
Effective
Date

This Agreement shall become effective as of April 1, 2024.

In Witness Whereof,

The parties hereto have caused this instrument to be executed on this day of _____
_____ 2024.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 906

CITY OF GLADSTONE

President

Mayor

Business Manager

City Manager