

TENTATIVE AGREEMENT
AGREEMENT

BETWEEN

THE CITY OF GLADSTONE

AND



GENERAL TEAMSTERS

LOCAL UNION NO. 406

EFFECTIVE

APRIL 1, ~~2023~~ 2026

THROUGH

MARCH 31, ~~2026~~ 2029

THE CITY OF GLADSTONE

INDEX

ARTICLE	SUBJECT	PAGE
1	RECOGNITION, UNION SHOP AND DUES	1
2	RIGHT TO MANAGE	2
3	SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE	3
4	SENIORITY	5
5	GRIEVANCE AND ARBITRATION	7
6	DISCIPLINARY ACTION	8
7	DEPARTMENTS, WAGE RATES, AND CLASSIFICATIONS	9
8	HOLIDAYS	9
9	VACATIONS	10
10	HOURS OF WORK, OVERTIME, AND PREMIUM PAY	11
11	HOSPITALIZATION-MAJOR MEDICAL, DENTAL INSURANCE & LIFE INSURANCE	13
12	WORKERS' COMPENSATION	14
13	LONGEVITY PAY	15
14	RETIREMENT	15
15	WORKING SUPERVISORS	15
16	UNIFORMS AND PROTECTIVE CLOTHING	16
17	GENERAL	16
18	SEPARABILITY AND SAVINGS CLAUSE	17
19	TERM OF THIS AGREEMENT	18
	SCHEDULE "A" – CLASSIFICATIONS AND PAY SCALES	19
	SCHEDULE "B" – FAMILY MEDICAL (FMLA) AND MILITARY LEAVE POLICY	21

AGREEMENT

THIS AGREEMENT, made and entered into effective April 1, ~~2023~~ 2026 by and between the **CITY OF GLADSTONE**, hereinafter termed the "Employer" and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

ARTICLE 1 **RECOGNITION, UNION SHOP AND DUES**

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A", under Public Works, Water and Wastewater Departments, Office and Clerical, and Custodians.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all permanent employees of the Employer included in the bargaining units as described and set forth in Schedule "A".

~~Michigan's PA 349 of 2012 has invalidated the provisions set forth below at Article 1, Section 2, A. The clauses set forth below regarding Union Security and other matters rendered illegal by PA 349 of 2012 shall not be deemed contractually required only so long as PA 349 of 2012 remains the law of the State of Michigan.~~

SECTION 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A. Any permanent employee who is not a Union member and who does not make application for membership, shall as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Permanent employees who fail to comply with this requirement on the thirty-first (31st) day following the effective date of this Agreement, or on the thirty-first (31st) day following the beginning of their permanent employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated for the City service.

- B. **SEASONAL EMPLOYEES:** It is understood and agreed that the Employer employs a number of seasonal employees from time to time to work on a temporary basis. The parties agree that these seasonal employees shall not be covered by the terms of this Agreement and shall not be obligated to pay Union dues or fees during the time of their employment by the Employer. To be considered seasonal employees, the said employees must work no more than eight hundred (800) hours for the City during any one calendar year. This Section shall in no way have the effect of displacing regular employees, nor shall seasonal help be employed when regular employees are on layoff.
- C. New permanent employees shall be considered probationary employees for a period of not less than six (6) months from their date of permanent employment. Such an employee may be terminated at any time during the trial period by the City without the right of appeal or hearing. Probationary employees are not eligible for transfer or promotion until they reach a minimum of one (1) year of service credit.

SECTION 3. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be renegotiated to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 4. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of Union No. 406, and pay such amount deducted to said Union Local No. 406, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union, which shall have been furnished to the Employer and not revoked in accordance with the terms of the applicable authorization furnished to the Employer or in accordance with ~~federal~~ applicable labor law on the subject.

- A. The Union shall indemnify the Employer and Co-Employers and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer and Co-Employers for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list notice or assignment which shall have been furnished to the Employer and Co-Employers under any such provisions.
- B. ~~However, notwithstanding PA 349 of 2012,~~ The Employer will continue to deduct Union dues and forward them to the Union from each employee ~~as they have done in the past, if and~~ so long as ~~it~~ the Employer has valid, written wage deduction instructions from each such employee, unless and until they are revoked or modified.

ARTICLE 2

RIGHT TO MANAGE

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, 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. Further, all rights which ordinarily vest in and area exercised by employers, except such as are specifically relinquished herein, are

reserves 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 services, material, or methods 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. To subcontract or purchase any or all work, process or services, or the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff employees, to reduce the workweek, or the workday or effect reduction in hours worked by combining layoffs and reductions in workweek or workday, to set hours of employment and to set times during the workday, to set hours of employment and to set times during the workday of all shifts.
- G. To direct the workforce, assign work, and determine the number of employees assigned to operations;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classification; provided that, in the exercise of all of these prerogatives the City shall not violate the provisions of this Agreement.

ARTICLE 3
SICK LEAVE, LEAVE OF ABSENCE,
EMERGENCY LEAVE, MILITARY LEAVE

SECTION 1. SICK LEAVE:

- A. The Parties intend the paid leave provisions of this Agreement to comply with Michigan's Earned Sick Time Act, MCL 408.961 et seq. (ESTA) subject to changes in the law. Sick leave will be earned at the rate of 8 hours per month. Sick leave may be accrued to a maximum accumulation of nine hundred sixty (960) hours. The first seventy-two (72) hours of sick leave are covered per the provisions of ESTA; all remaining sick leave hours beginning with hour seventy-three (73) will be per this collective bargaining agreement and City of Gladstone policies regarding sick leave. Pay for sick leave shall include employee's base wage license pay.
- B. Employees who terminate City employment through Defined Contribution retirement (defined as years of service + age = 65) shall be paid twenty-five percent (25%) of their accumulated sick leave in cash on their final paycheck or through

contribution to the employee's Health Savings Account, at the employee's option. This will be as per MERS Health Savings Account rules.

- C. It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer, after they have returned to work.
- ~~D. An employee who has not served a full year between the time of entering the City service and the employee's anniversary date for sick leave, shall be entitled to sick leave for the portion of the year worked, but may not take such leave until after he has served six (6) months (may take only earned time). Time earned shall be prorated if an employee runs short weekly/biweekly at the rate of eight (8) hours per month, at the discretion of the City Manager.~~
- ~~E~~ D. Each department head will be responsible for approving sick leave, and he/she may do so only for valid reasons, and after an employee informs him/her of his/her intention not to report for work. Unless the employee is hospitalized, he/she will be responsible for notifying the department head of his/her intended absence each day of his absence, even when such absences are consecutive. ~~All sick leave requests must state the reason of sickness.~~ Sick leave may be used by an employee tending to medical needs of an immediate family member or a member of the employee's household.
- ~~F~~ E. The department head responsible for approving sick leave may require a doctor's examination for the employee(s) requesting the sick leave, and if the illness is verified by the City doctor, the City will assume the cost of the physical. If the City doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave. If an employee refuses to undergo examination as provided for in this subsection, the employee will report for duty or be taken off sick leave.
- ~~G~~ F. The City will provide shots for all waterborne diseases as recommended by the State Health Department at the expense of the City and the voluntary acceptance of the employee. Any employee refusing immunization as recommended by the State Health Department shall acknowledge so, in writing, to the City on a form provided by the Employer.
- ~~H~~ G. Employees covered by this Agreement, who have accumulated the maximum amount of sick leave possible (under the terms of this Agreement – 960 hours), as of March 31st of each year, shall be eligible to receive forty (40) hours of leave with pay, or in the alternative, to work and to receive forty (40) hours of extra pay (at the employee's normal, regular hourly rate). If an employee chooses to take the time off, he may do so only at a time designated by the City Manager during the following fiscal year of the City. Such additional time off or pay shall be deducted from the employee's accumulated sick leave.
- ~~I~~ H. In the event of an off-duty or non-work related illness, the employee shall utilize any accumulated sick leave consecutively during the employee's absence from duty until all accumulated sick leave shall be exhausted. Thereafter, the employee shall be deemed absent from work with permission consistent with this Agreement

and past practice, but such absence shall not be deemed an excused absence under the Holiday section.

- ↓ J. Under no circumstances may an employee have a negative balance in sick leave. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

J. Earned Sick Time Act: For up to seventy-two (72) hours per year, each employee may use sick leave for the reasons set forth in the Earned Sick Time Act, MCL 408.964. This includes the purposes set forth in **Article 19 Schedule B (FMLA)**, as well as the closure of the Employer's business due to a public health emergency, for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child. However, for the purposes of leaves under this provision, "immediate family" defined in **Article 3, Section 2 (Bereavement Leave)** shall also include a domestic partner; an individual related by blood to the employee; and an individual whose close association with the employee is the equivalent of a family relationship.

K. Employees should provide at least seven (7) days' notice of the need for leave when leave is foreseeable and within the annual seventy-two (72) hours available to be taken for these purposes. When the need for leave is unforeseeable, employee should notify the Employer of the need for leave immediately following their becoming aware of the need for leave. Notice shall be provided **by calling the appropriate Department Head** and, thereafter, submitting any documentation the employee wants considered. Employees shall not receive occurrences under the Employer's attendance policy for up to seventy-two (72) hours of leave taken for these purposes but may be subject to discipline for not providing appropriate notice and/or leave taken for other purposes.

SECTION 2. FUNERAL BEREAVEMENT LEAVE: Emergency leave will be granted in the event of a death in the immediate family for days which fall within the scheduled workweek as follows:

A. Five (5) consecutive working days emergency leave will be granted in the case of death of the spouse, mother, father, or children of the employee, or in the case of the death of mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather or grandchild of the employee. **Funeral Bereavement** leave will begin the next day after death and will include weekends and holidays.

B. The five (5) consecutive working days shall begin with the day after of death and shall end on the date of the funeral. The employee must attend the funeral to receive this benefit. In the discretion of the City, appropriate adjustments in individual cases may be made to fulfill the intent of this provision.

C. In the case of a delayed service, winter service with spring burial, or other unusual circumstance, the employee may reserve one (1) day of bereavement leave and utilize it at the time of the memorial service or burial.

SECTION 3. LEAVE OF ABSENCE: Leave of absence without pay may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence.

ARTICLE 4 **SENIORITY**

SECTION 1. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, including paid sick time, time off compensable by Worker's Compensation, time off due to service in the Armed Forces of the United States, and other authorized paid time off.

SECTION 2. New permanent employees will be considered probationary employees for a period of not less than six (6) months from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.

SECTION 3. Seniority shall be on a departmental and bargaining unit basis for the purpose of departmental advancement and the Employer will post departmental seniority lists annually.

SECTION 4. In the event of layoff in any department, employees shall be laid off in inverse order of seniority, the employee in the department with the least seniority being the first laid off. Recall shall be on the basis of seniority, the last man laid off to be the first recalled.

Laid off employees may displace a less senior employee in accordance with Section 6 of this Agreement.

Employees desiring to transfer to a job opening in another City department must indicate a desire to do so within five (5) working days from the time the layoff occurs. Notification in writing must be presented to the City Manager.

SECTION 5. Laid off employees will remain on the seniority lists for a period of two (2) years or length of their employment, whichever is less, and shall be given a written notice of recall to their last registered address with the City.

SECTION 6.

- A. City employees with a minimum of one (1) year of service credit desiring to transfer from one City department to another shall be allowed to do so, but only after the employees in the department in which the vacancy occurs have had the opportunity, in order of seniority, to fill the position; and that the employee desiring such transfer applies to the City Manager within five (5) working days from the time the position is posted by the City Manager as being open. Vacancies will be filled within fifteen (15) days of such posting. Unless an employee is transferring through

the layoff displacement procedure, below, an employee may only transfer departments one time per year, calculated from the start date in the new position.

- B. Laid off employees may displace a less senior employee when the conditions listed below are met.

Employees seeking such inter-departmental transfers or seeking to displace less senior employees must:

1. Possess a license, permit, or certificate necessary to perform the job which he/she is seeking; or evidence sufficient skill, training and aptitude to qualify for such licenses, permits or certificates within a reasonable period of time.
 2. Must display by experience, prior training or testing results an aptitude for the position for which he/she is applying.
 3. An employee seeking an inter-departmental transfer or seeking to displace less senior employees must also pass a physical examination by the City physician if such exam is requested by the City.
- C. Employees who successfully complete the requirements for inter-departmental transfers or displace a less senior employee shall be placed on a thirty (30) day probationary period in their new position, and, if the City determines the employee, after the thirty (30) day trial period, is unqualified to hold that position, the employee shall be returned to his/her formal position with no loss of seniority. Unqualified employees that have displaced less senior employees will then be laid off and the displaced worker will be given a written recall notice.

SECTION 7. Employees shall lose their seniority for the following reasons:

1. He/she voluntarily quits;
2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement;
3. He/she is absent for two (2) working days without notifying the Employer. The Employer shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated.
4. He/she does not return to work within ten (10) days of the mailing of written notice of recall by the Employer to the employee's last known address by Certified Mail.

SECTION 8. An employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.

SECTION 9. In selecting employees for promotions three (3) factors shall be considered with percentage weight being as follows:

Test	-	33 – 1/3%
Seniority	-	33 – 1/3%

Employees shall be given a three (3) month trial period on such new job, and shall reserve the right to return to their former position at the end, or during such three (3) months.

SECTION 10. If the promoted employee elects to return to the unit, or if the employee is required to return to the former position by a reduction in force within one hundred twenty (120) days of the promotion, the employee shall return to the unit position without loss of seniority and with seniority accumulated during the one hundred twenty (120) day period. Thereafter, an employee promoted to a supervisory position outside the unit may return to the unit by reason of a reduction in force, for reasons of health or for other non-voluntary reason, but the employee shall not accumulate seniority during the time the employee occupied the supervisory non-unit position. The employee will retain all seniority accumulated at the time of promotion.

SECTION 11. The competitive testing process as described in “Section 9”, above, may be waived if only one employee/operator is interested in the position and the following conditions are met; (1) The department supervisor agrees that the only employee interested possess the requisite skill and ability and; (2) All other eligible employees waive the testing requirement.

ARTICLE 5 **GRIEVANCE AND ARBITRATION**

SECTION 1. In the event a dispute arises during the term of this Agreement, it shall be handled under the following procedure:

STEP 1: Between the employee and his or her immediate supervisor, and/or the employee's steward if such employee so elects, within five (5) working days, excluding Saturday and Sunday, of the alleged dispute.

STEP 2: Between the Business Agent and City Manager within five (5) working days, excluding Saturday and Sunday, of the Step 1 meeting.

SECTION 2.

A. In the event that satisfactory adjustment cannot be reached within ten (10) days of the Step 2 deadline between the parties to this Agreement, the matter in dispute shall be submitted to a mediator, if desired by either party. If a satisfactory adjustment cannot be reached within forty-five (45) days of mediation, the matter shall be submitted to arbitration as follows:

A request for arbitration will be filed with the Michigan Employment Relations Commission. Each party shall bear the expense of its representative. The expense of arbitration shall be equally divided between the Union and the City. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of the arbitrator shall be final and binding.

- B. The Board of Arbitration shall have no power to add to, or subtract from or modify any of the terms of this Agreement.
- C. Grievances with respect to matter of transfer, promotion, demotion, discipline, layoffs, or discharges shall be presented to the City in writing within ten (10) working days, excluding Saturday and Sunday, from the date of such transfer, promotion, demotion, discipline, layoff or discharge.
- D. The Employer may bring issues before the Board of Arbitration, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.
- E. Under no circumstances will services be stopped, slowed or otherwise impaired while the above procedures are underway.
- F. All grievances must be submitted in writing within five (5) working days, excluding Saturday and Sunday, from the date it becomes reasonably evident a dispute exists.
- G. A grievance must be related to a dispute about actual terms of this Agreement.
- H. Time limits set forth in Article 5 may be extended by mutual agreement.

ARTICLE 6

DISCIPLINARY ACTION

SECTION 1. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness or drinking on the job, dishonesty, unreported absence from work of two (2) days, careless use or abuse of City property, failure to report for a physical exam when so ordered by the Employer during claimed sick leave, willful or wanton or grossly negligent misperformance of duties, incompetence or insubordination.

SECTION 2. In the event the discharged employee feels that he has been unjustly dealt with, said employee or the Union, shall have the right to file a complaint with the Employer, which must be in writing, and which must be submitted to the Employer as required by the grievance procedures of this Agreement. Said complaint will be treated as a grievance and shall be subject to the grievance procedure herein provided. If no complaint is filed within the time limit specified in the grievance procedure, then said discharge shall be deemed to be final in all events.

ARTICLE 7

DEPARTMENTS, WAGE RATES, AND CLASSIFICATIONS

Schedule "A" attached hereto and made a part of this Agreement, is a schedule showing the departments, wage rates, and classifications.

ARTICLE 8 **HOLIDAYS**

SECTION 1. HOLIDAYS DEFINED: Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 midnight on the eve of the holiday and ending at 12:00 midnight on the night of the holiday.

SECTION 2. CONDITIONS FOR GRANTING PAY ON HOLIDAYS: Employees shall receive no pay for holidays unless they work their scheduled workdays preceding and succeeding such holiday; providing, however, that if either of these two days is vacation time, sick leave or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

SECTION 3. THE FOLLOWING HOLIDAYS WILL BE RECOGNIZED:

- A. Day before New Year's Day (December 31st); New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; day after Thanksgiving, day of December 24th and Christmas Day; Employee's Birthday: For the Birthday Holiday, eight (8) hours will be given off within the fiscal year.
- B. If a holiday falls on a non-working day, the employees shall celebrate the holiday on the day which falls on the closest working day to the holiday.
- C. Employees working holidays will be compensated as follows:
 - 1. **WORK DURING REGULAR SHIFTS:**
Base rate x 1 ½ for hours worked,
plus eight (8) hours holiday pay for full holiday.
 - 2. **WORK OTHER THAN DURING REGULAR SHIFT HOURS:**
Rate – Base rate x 1 ½ x hours worked.
 - 3. **CALL-INS ON RECOGNIZED HOLIDAY:**
Employees who are called in to work on a recognized holiday outside of their regular scheduled shift shall be compensated at two (2X) times their base hourly rate for all hours worked, in addition to eight (8) hours holiday pay where applicable. A minimum of three (3) hours shall apply for any holiday call-in.
- D. On holidays requiring garbage collection, qualified employees shall be offered the opportunity to perform such work, in order of seniority. Any work performed shall be treated as work during the employee's regular shift and compensated in accordance with Section C(1) above.

ARTICLE 9 **VACATIONS**

SECTION 1. Vacation leave with pay will be granted to all permanent full-time employees. ~~who have completed one (1) year of service on April 1st of each year.~~

SECTION 2 ~~Part years of service shall be pro-rated for the first year.~~

SECTION 3 2. Vacation schedules are subject to the approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.

SECTION 4 3. The following formula will be used with the anniversary date being the employee's date of hire.

ANNIVERSARY DATE	VACATION ACCRUAL	
	PER PAY PERIOD	ANNUAL
Upon hire: 40 hours + Pay Period Accrual	0	40.00 Hours +
Upon hire to 1 st Anniversary Date	1.54 Hours	40.04 Hours
1 st to 5 th Anniversary Dates	3.08 Hours	80.08 Hours
6th <u>5th</u> to 10 th Anniversary Dates	5.00 Hours	130.00 Hours
11th <u>10th</u> to 15 th Anniversary Dates	7.00 Hours	182.00 Hours
16th <u>15th</u> + Anniversary Dates	8.00 Hours	208.00 Hours

SECTION 5 4. Any employee requesting vacation leave will apply at least forty-eight (48) hours in advance, except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

SECTION 6 5. Seniority along with departmental personnel needs will be the determining factors in apportioning vacation.

SECTION 7 6. Pre-approved vacation schedules (See Section 5) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.

SECTION 8 7. With the single exception enumerated, below, employees terminating their City employment will be entitled to pay of the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift. Employees who terminate employment with the Employer prior to having one (1) full year of service credit shall not be paid out any vacation time upon separation.

SECTION 9 8. All employees are required to take their allotted vacations each year, unless permission to the contrary is granted by the City Manager.

SECTION 10 9. Employees are allowed to accrue up to a maximum of two hundred seventy five (275) hours of vacation at any one time. Upon obtaining two hundred seventy five (275) hours, the employee would be required to use vacation and not accrue any further vacation until their total was below two hundred seventy five (275) hours.

SECTION 11 10. Under no circumstances can there be a negative balance in vacation. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

ARTICLE 10

HOURS OF WORK, OVERTIME, AND PREMIUM PAY

SECTION 1. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

SECTION 2. Time and one-half (1.5) x the regular hourly rate shall be paid for all hours worked beyond eight (8) hours for employees scheduled for five (5) eight (8) hour days or beyond ten (10) hours for employees scheduled for four (4) ten (10) hour days in any twenty four (24) hour period from 7:00 A.M. to 7:00 A.M. the following day, and for all work beyond forty (40) hours in any one week period, or eighty (80) hours in a two week period. If employees run into the next scheduled day, employees will receive overtime pay. All consecutive hours worked beyond twelve (12) hours will be compensated at double time (2x) the employee's regular hourly rate.

SECTION 3. The hours of work and specific shift assignments will be determined by the department head, except the part-time or seasonal help shall not be assigned to work when regular employees are not working.

SECTION 4. Any employee who responds to a call back to duty after having been released from the regular day's work, or on days other than his/her scheduled workdays, and who works less than one (1) hour, shall be paid for three (3) hours at one and one-half times (1.5X) hourly rate, weekends ~~and holidays~~ included. Holiday call-ins will be paid at the overtime rate specified in Article 8, Section C(3).

If the most senior employee cannot be reached for call out, the next most senior qualified employee will be contacted. Once an employee is placed on standby or called out, that employee will then be the one to get the work.

Call back to duty will be by the City Manager or the employee's department head.

For purpose of Call-Outs, vacation goes midnight to midnight.

Once an employee reaches the age of 60, he will have the option of being on call or not.

SECTION 5. INCLEMENT WEATHER: Employees who work on days that weather conditions cause City Hall to be closed for the full day will be paid time and one-half (1-1/2X) for their shift. Should City Hall close for less than a full day, employees will receive pay at time and one-half (1-1/2X) for time worked on the day of the closure, equivalent to the length of the closure. City Hall employees will ~~either use vacation or work from home with their supervisor's approval.~~ depending on notice of City Hall closure, either take the full day or remaining portion of their shift off with pay at their regular rate.

SECTION 6. Employees working on a regularly scheduled Sunday shift shall be paid at the rate of time and one-half (1-1/2X) for Sunday work.

SECTION 7. Employees shall receive two fifteen (15) minute breaks each workday, which shall be allowed at the direction of the City Manager.

SECTION 8. On basis of seniority per job class, personnel shall receive available overtime on garbage routes, and if additional personnel are required, assignment of overtime shall be first to laborers in the Department of Public Works before assignment to other classifications or departments.

SECTION 9. The City will pay twenty dollars (\$20.00) per day for each half day and forty dollars (\$40.00) for each full day that an employee acts in the capacity of a relief supervisor. This is subject to prior approval by the City Manager. The position of Maintenance and Janitorial is exempt from this provision when receiving time and one half (1-1/2X) pay for Sunday shifts.

SECTION 10. The normal workweek and workday for Public Works and Water and Wastewater employees shall be five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., allowing for a one-half hour lunch period. DPW, Water and Wastewater will consider a ten (10) hour, four (4) day schedule upon mutual agreement between the Union and Management.

City Hall employees' normal workweek and workday shall be five (5) eight (8) hour days, Monday through Friday, between the hours of ~~7:30~~ 8:00 A.M. and 4:30 P.M., allowing for a lunch period as specified by their supervisor. Between Memorial Day and Labor Day of each year, City Hall employees may work a modified summer work schedule. The standard work week during the summer schedule will consist of four (4) ten (10) hour shifts, Monday – Thursday, with Friday scheduled off. The typical summer schedule workday will be from 7:00 A.M. to 5:30 P.M., including a 30-minute unpaid lunch period. For overtime purposes, the regular workday within the summer schedule is ten (10) hours.

Maintenance and Janitorial will have a flexible work week posted two (2) weeks in advance. It shall be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days allowing for a half (1/2) hour lunch period. The schedule for Maintenance and Janitorial will be posted two (2) weeks prior to the start of the work week. Start times may vary but the employee will have twelve (12) hours down time between shifts.

~~The DPW will consider ten (10) hour, four (4) day shifts upon mutual agreement between the Union and Management.~~

SECTION 11. Compensatory time will be earned at one and one half (1-1/2) time. The maximum accrual will be eighty (80) hours. Any hours exceeding the limit of eighty (80) hours will be paid according to contract. Once annually, at the employee's discretion, they may "cash out" forty (40) hours of banked compensatory time, to be paid at their current hourly rate.

SECTION 12. An employee temporarily transferred to a higher paid position within his/her classification in an emergency such as sickness, vacations, cover lunch hours,

etc. shall receive the higher rate of pay and if transferred to a lower rate position shall receive his/her regular pay.

ARTICLE 11
HOSPITALIZATION – MAJOR MEDICAL,
DENTAL INSURANCE & LIFE INSURANCE

SECTION 1. The Employer will make available to eligible employees and their dependents health and welfare benefits as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF). The Employer agrees to the terms and conditions of the Participation Agreement with MCTWF and shall contribute the following amounts for each eligible employee within the Bargaining Unit.

PLAN 993	
DATE	WEEKLY PREMIUM
Effective 04/01/23	\$422.15 per week
Effective 04/02/23 to 03/30/24	\$440.35 per week
Effective 03/31/24 to 03/29/25	\$465.30 per week
Effective 03/30/25 to 03/28/26	\$484.35 per week
Effective 03/29/26 to 03/31/26	Maintenance of Benefit

PLAN 993	
DATE	WEEKLY PREMIUM
Effective 04/01/26 to 04/03/27	\$504.25 per week
Effective 04/04/27 to 04/01/28	\$518.60 per week
Effective 04/02/28 to 03/31/29	\$545.80 per week

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of Michigan Conference of Teamsters Welfare Fund Base Medical Benefits and Prescription Drug Benefits will use the annually adjusted hard caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur in the first pay period in April of each year of the Agreement. All premium costs above those remitted by the Employer will be paid through an IRS 125 Plan through weekly payroll deduction.

The hard cap aggregate and employee premium share will be calculated as per longstanding past practice that complies with State Law.

Employee premium share will be paid through an IRS 125 Plan.

SECTION 2. The Employer will contribute the weekly amounts in the following schedule to a Retiree Health Savings Account for all employees.

~~4/01/23 — 03/31/24 04/01/24 — 03/31/25 04/01/25 — 03/31/26~~
~~\$50.00 per week \$50.00 per week \$50.00 per week~~

4/01/26 – 03/31/27

\$50.00 per week

04/01/27 – 03/31/28

\$50.00 per week

04/01/28 – 03/31/29

\$50.00 per week

SECTION 3. The Employer agrees to furnish at no cost to the employee, a term life 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 dollars (\$4,000.00). Dependent children of the employee are covered for one hundred dollars (\$100.00) (birth to six months) and two thousand dollars (\$2,000.00) (six months but less than nineteen years to twenty-one years if a full-time student).

SECTION 4. The City will pay three (3) months health insurance premiums while employees are on layoff.

SECTION 5. Current employees opting out of the health insurance will receive the opt out payment they currently receive. New opt outs will receive one half of the premium less the cost of the dental and optical benefit in the plan package at the time of their opt out. Opt out payments will be capped at that amount for all future opt out periods for the employee. Employees opting out will also receive Michigan Conference of Teamsters Dental and Optical Plan 122.

SECTION 6. During the term of this Agreement, should the State of Michigan substantially modify, repeal, or replace PA 152 of 2011 (Publicly Funded Health Insurance Contribution Act), both the Employer and Union agree to revisit the terms and conditions of this Article and collectively bargain over suitable replacement language.

ARTICLE 12

WORKERS' COMPENSATION

SECTION 1. All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Workers' Compensation Act, subject to the limitations in sub-section (b). If an employee wants a full paycheck, they can use their sick leave, vacation time, or comp time.

SECTION 2. Such additional payment shall be known as Supplementary Workers' Compensation.

It shall not apply:

1. In partial incapacity cases when an employee refuses to accept limited duties after certification for such duties by a physician.
2. When an employee terminates, through death, retirement or other reason.
3. When injury results from misconduct or negligence.
4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.

SECTION 3. The provisions of Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Workers' Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

SECTION 4. In order to qualify for the additional payment provided above, the employee shall give notice to the City of the injury within forty-eight (48) hours of the occurrence.

SECTION 5. The City will pay the health insurance premium while an employee is on Workers' Compensation for up to six (6) months.

SECTION 6. All employees will be paid for all time spent and remain on clock while undergoing medical attention due to injuries that occurred at work.

ARTICLE 13 **LONGEVITY PAY**

After completing one (1) full year of service as of November 1st, each employee shall receive annually on the pay day closest to December 1st, longevity pay equivalent to the continuous years of service chart, below.

CONTINUOUS YEARS OF SERVICE	LONGEVITY PAYMENT
1 - 5 Years	\$ 500.00
6 - 10 Years	\$ 750.00
11 - 15 Years	\$1,000.00
16 - 20 Years	\$1,250.00
21 - 24+ Years	\$1,500.00
25 + Years	\$2,000.00

ARTICLE 14 **RETIREMENT**

~~New hired employees after December 31, 1997, will be provided with Defined Contribution Retirement System (currently offered through the Municipal Employees' Retirement System). For this benefit, the City will contribute eight percent (8%) of the employees wage to the defined benefit program. The City will also match an additional three percent (3%) employee contribution, if the employee elects to make the additional three percent (3%) contribution.~~

~~For employees hired after March 31, 2014 the City will contribute eight percent (8%) of the employee's base wage to the Defined Contribution Retirement System. The employee may contribute up to an additional three percent (3%) and the City will match up to three percent (3%) of the additional contribution.~~ Effective April 1, 2026, the Employer shall contribute an amount equal to twelve percent (12%) of the employee's base wage to the defined contribution retirement program. Employees shall contribute a mandatory four percent (4%) of base wage to the same program. Employee contributions are pre-taxed.

ARTICLE 15

WORKING SUPERVISORS

It is not the intention of the Employer to deprive any employee of work by assigning extra additional work or duties to a foreman or supervisors. However, it is understood and agreed by the Employer and the Union that certain supervisors and foreman of the Employer have been performing all of the regular duties that are currently performed by their subordinates. Such a performance of these duties is necessitated by the size of the Employer and by the nature and extent of the duties and departments of the Employer. It is understood and agreed that the following supervisors and foreman can continue to perform all of the duties that they are now performing and that are performed by their subordinates; Supervisor of the Water and Wastewater, Supervisor of the Electrical Department; and the Foreman and Supervisor of Public Works.

ARTICLE 16

UNIFORMS AND PROTECTIVE CLOTHING

The Employer agrees to provide all safety equipment and protective clothing as it determines are necessary to carry out the job or as required by law. Each employee will be provided with five hundred fifty dollars (\$550.00) (three hundred (\$300.00) for clothing and two hundred fifty (\$250.00) for safety boots, if required) during each fiscal year to allocate towards the purchase of safety boots and clothing. Employee reimbursements ~~will~~ shall be paid after submitting receipt of purchase. ~~in the next full pay period following the submitted receipt of purchase.~~ Purchases must be completed prior to March 31st and there will be no carryover of benefit from one fiscal year to the next.

ARTICLE 17

GENERAL

SECTION 1. Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his job duties with the City; and said employee must secure written permission from the department head a minimum of twenty-four (24) hours preceding any such appointment. If an employee's department head grants permission for the employee to make such an appointment, the employee may be paid if he/she deducts the time absent from his/her job duties from the amount of the employee's accrued sick leave.

SECTION 2. VOLUNTEER FIREMEN: This Agreement specifically does not cover volunteer firemen, whether they be regular employees of the City or not. If any regular employee of the City is working as a volunteer fireman, he shall be considered solely a volunteer fireman, and shall not be entitled to benefits in his regular capacity with the City while he is working as a volunteer fireman.

SECTION 3. OTHER WORK BY CITY EMPLOYEES: Employees understand that employment with the City of Gladstone needs to be their first employment priority. Any employee seeking part-time work with another Employer shall apply to the City Manager requesting special permission to do so.

SECTION 4. There shall be no strike or lock-out during the term of this Agreement.

SECTION 5. Employees called on to perform temporary work in a higher classification shall receive the higher rate of pay for all time so worked. An employee performing temporary work in a lower classification shall continue to receive his regular rate of pay. This clause shall not apply to job demotions.

SECTION 6. The workweek and workdays in Schedule "A" are subject to the provisions of ARTICLE 2 of this Agreement.

SECTION 7. RESIDENCY REQUIREMENT: Pursuant to Public Act No. 212 1999 effective March 10, 2000, each employee under the terms and provisions of this Agreement shall, as a condition of employment, reside within twenty (20) miles of the City of Gladstone city limits.

Newly hired individuals need not immediately reside within the allotted twenty (20) miles of the city limits, but shall within a ninety (90) day period from date of hire.

Failure of an employee to maintain his/her residency within twenty (20) miles of the city limits within ninety (90) days of hire and the failure of a newly hired employee to reside within the twenty (20) miles of the limits within ninety (90) days as herein provided shall be the grounds for discharge of such person from city employment.

The term and provisions of the City of Gladstone Ordinance No. 368, adopted September 27, 1971, effective October 5, 1971, were superseded by Public Act 212, 1999, effective March 10, 2000.

SECTION 8. CELLULAR PHONES: Each employee that is required to carry a cell phone, is responsible for purchasing their own cellular phone; however, the Employer agrees to provide for and pay in full, the City's monthly basic cellular service plan. City Hall employees who are required to carry a cell phone and do not join the City cellular plan will be provided with a fifty dollar (\$50.00) per month cellular phone stipend. ~~This section replaces the City's Cellular Phone Plan Policy's section titled, "Reimbursement for Employee-Owned Phone Plan".~~ All other City cellular phone guidelines in the Policy will be followed.

ARTICLE 18

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such

Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE 19
TERM OF THIS AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from April 1, ~~2023~~ 2026, and shall continue in full force and effect until midnight March 31, ~~2026~~ 2029, and for successive annual periods thereafter, unless not more than one hundred twenty (120), but at least ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

SECTION 2. The Union shall, at the time it notified the Employer by written notice, that it desires termination, revision, modification, alternation, negotiation, change or amendment or any combination thereof of this Agreement, submit in writing to the Employer, any and all of its suggested revisions, modifications, alternations, changes or amendments to this Agreement. In the event that the Union shall fail to submit in writing the items enumerated above when it shall be required to do so under this Article, then the parties covenant and agree that the notice of termination, revision, modification, alteration, renegotiation, change or amendment served by the Union upon the Employer shall be null and void and of no force and effect whatsoever, and the present contract shall continue for a like term.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) workdays following the receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____, ~~2023~~ 2026.

**CITY OF GLADSTONE,
MICHIGAN**

**GENERAL TEAMSTERS
LOCAL UNION NO. 406**

BY: _____
~~Eric Buckman~~ Robert Spreitzer
City Manager

BY: _____
Ellis P. Wood
Principal Officer
Secretary-Treasurer

DATE: _____

DATE: _____

BY: _____
Anthony LaPlant
Business Agent

DATE: _____

SCHEDULE "A" - CLASSIFICATIONS AND PAY SCALES

CLASSIFICATIONS	HOURLY EFFECTIVE RATES		
	04/01/2026* + \$2.00	04/01/2027 + \$1.50	04/01/2028 + \$1.30
<u>HEAVY EQUIPMENT OPERATORS:</u> Cranes, bulldozers, large front end loaders, graders, and small back-hoes	\$31.65	\$33.15	\$34.45
Lead/Senior Operator – additional \$1.25 to base rate.			
<u>LIGHT EQUIPMENT OPERATORS:**</u> Trucks with V-plows, underbody scrapers, scrapers, street sweepers, and trackless unit	\$30.05	\$31.55	\$32.85
With the permission of the DPW Supervisor, those in this classification may train to become a Heavy Equipment Operator. Wages will be according to the following scale: Year 1 = 95% of Heavy Equipment Rate Year 2 = 97.5% of Heavy Equipment Rate Year 3 = 100% of Heavy Equipment Rate			
	\$29.27	\$30.77	\$32.07
<u>MISCELLANEOUS EQUIPMENT & LABORERS:</u> Single axle trucks, mowers, hand tools, dump trucks, and other motor-driven equipment	\$29.27	\$30.77	\$32.07
<u>PUBLIC WORKS COORDINATOR:</u>	\$39.46	\$40.96	\$42.26
<u>SHOP PERSONNEL: HEAD MECHANIC:</u> Head Mechanic 1. Mechanic shall receive an additional \$.25 per hour for having a state mechanic license. 2. Mechanic to receive same rate as Heavy Equipment Operator rate. 3 2. The Employer will cover all licenses and fees. Any vehicle requiring a CDL is paid light equipment for all DPW employees. Any employee required to have a CDL will be paid an extra \$.25 per hour.	\$31.65	\$33.15	\$34.45

SCHEDULE "A" - CLASSIFICATIONS AND PAY SCALES

CLASSIFICATIONS	HOURLY EFFECTIVE RATES														
	04/01/2026* + \$2.00	04/01/2027 + \$1.50	04/01/2028 + \$1.30												
<u>WATER AND WASTEWATER DEPARTMENT:</u> The workweek and workday in the Water and Wastewater Departments shall be as scheduled, including shifts and weekends.															
<u>WATER AND SEWAGE OPERATOR:</u>	\$30.05	\$31.55	\$32.85												
<u>LICENSED WATER & SEWER OPERATOR:</u>	\$30.84	\$32.38	\$33.68												
<u>SENIOR WASTEWATER TECHNICIAN:</u>	\$1.25 plus base rate														
<u>SENIOR WATER OPERATOR:</u>	\$1.25 plus base rate														
In addition to adjusting the wage rates, the provision for license premium should be adjusted by providing the following:															
<table><tr><td>F4 \$.25</td><td>S4 \$.25</td><td>D \$.50</td></tr><tr><td>F3 \$.75</td><td>S3 \$.75</td><td>C \$1.50</td></tr><tr><td>F2 \$1.50</td><td>S2 \$1.50</td><td>B \$3.00</td></tr><tr><td>F1 \$2.00</td><td>S1 \$2.00</td><td>A \$4.00</td></tr></table>				F4 \$.25	S4 \$.25	D \$.50	F3 \$.75	S3 \$.75	C \$1.50	F2 \$1.50	S2 \$1.50	B \$3.00	F1 \$2.00	S1 \$2.00	A \$4.00
F4 \$.25	S4 \$.25	D \$.50													
F3 \$.75	S3 \$.75	C \$1.50													
F2 \$1.50	S2 \$1.50	B \$3.00													
F1 \$2.00	S1 \$2.00	A \$4.00													
License rates will stand alone with regard to wage increases from one year to the next, and any percent increase in wage base will not be applied to the license pay.															
All Departments: All license premiums and certificate premiums will be paid on overtime, holidays, and vacations.															
<u>CITY HALL EMPLOYEES:</u>															
<u>UTILITY BILLING CLERK:</u>	\$28.71	\$30.21	\$31.51												
<u>GENERAL OFFICE CLERK:</u>	\$30.71	\$32.21	\$33.51												
<u>CASHIER:</u>	\$24.17	\$25.67	\$26.97												
<u>**INFORMATION SYSTEMS TECHNICIAN:</u>	\$32.23	\$33.73	\$35.03												
**The position of Information Systems Technician will be eliminated when Patricia LeBombard retires.															
<u>RECREATION DEPARTMENT:</u> Maintenance and Janitorial	\$29.27	\$30.77	\$32.07												
Year 1 = 90% of DPW Miscellaneous Equipment/Laborers Rate Year 2 = 95% of DPW Miscellaneous Equipment/Laborers Rate Year 3 = 100% of DPW Miscellaneous Equipment/Laborers Rate															

* All wages and related earnings shall be paid retroactively to April 1, 2026, within thirty (30) days of ratification.

** Upon mutual ratification, the incumbent Light Equipment Operator and Sanitation Operator will be migrated to top pay in the Heavy Equipment Operator classification, retroactive to April 1, 2026.

CDL AS A JOB CLASSIFICATION REQUIREMENT:

Employees assigned to positions within the Department of Public Works, Water Department, and Wastewater Department shall, as a condition of employment, obtain and maintain a valid Commercial Driver's License (CDL) Class B with Air Brake and Tanker endorsements. Failure to obtain or maintain the required license and endorsements within the time provided, for reasons within the employee's control and not protected by applicable law, may result in discipline, up to and including discharge. In determining the appropriate level of discipline, the Employer shall consider the nature of the loss, the employee's work record, length of service, and whether temporary reassignment, unpaid leave, or other reasonable alternatives are available. Employees who do not possess the required license and endorsements at the time of hire must obtain them within twelve (12) months following completion of their probationary period.

CDL TRAINING REIMBURSEMENT UPON VOLUNTARY SEPARATION:

Employees hired on or after April 1, 2026, whose CDL training is paid for by the Employer, agree to reimburse the Employer according to the following table if they voluntarily separate employment.

TIMEFRAME	PERCENTAGE
Within 12 Months	75%
Within 24 Months	50%
Within 36 Months	25%

If the employee is terminated at any time by the Employer, they will not have to reimburse the Employer for the CDL training cost.

SCHEDULE “B”

FAMILY MEDICAL AND MILITARY LEAVE POLICY

INTRODUCTION: In compliance with the Federal Family and Medical Leave Act (FMLA), the City of Gladstone (City) will provide eligible employees up to twelve (12) weeks of unpaid family/medical leave within a twelve (12) month period. The FMLA allows “eligible” employees to take job-protected, unpaid leave or paid leave if the employee has earned or accrued it, for up to a total of twelve (12) workweeks in any twelve (12) months because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because the employee’s own serious health condition makes the employee unable to perform the functions of his or her job. The FMLA also allows an employee to take leave due to that employee’s family members being called to active military duty or being injured in the course of active duty. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

To be eligible for coverage under the FMLA, an employee must have worked for the City for at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period, which averages out to a little less than twenty-five (25) hours a week. The FMLA does not cover many part-time employees because employees who work less than this amount of hours for the City are not entitled to leave under the FMLA.

A “serious health condition” is a condition or illness affecting one’s health to the extent that in-patient care is needed, or that absences are necessary on a recurring basis or for more than a few days for treatment or recovery. If in-patient care is not needed, an absence from work or school for more than three (3) days must occur along with the continuous treatment of a health care provider. However, a visit to a health care provider is not necessary for such absence where any leave is required because of any of the following: (1) pregnancy or prenatal care; (2) a chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity; or (3) a permanent or long-term condition (such as Alzheimer’s, stroke, terminal cancer) for which treatment may not be effective, where only supervision and not active treatment is required.

GENERAL LEAVE PROVISIONS: Eligible employees are entitled to a total of twelve (12) work weeks of leave during the twelve (12) month period measured backward from the date an employee uses FMLA leave, when leave is taken for one (1) or more of the following circumstances:

- (1) Due to the birth of a son or daughter of the employee, if the leave is taken within twelve (12) months of the birth,
- (2) Due to the adoption or foster care placement of the child of the employee, if the leave is taken within twelve (12) months of the placement,
- (3) To care for the spouse, son, daughter, or parent of the employee if such spouse, son, daughter or parent has a serious health condition,
- (4) Due to a serious health condition that makes the employee unable to perform the functions of his or her position.

MILITARY FAMILY LEAVE PROVISIONS: Eligible employees with a spouse, son, daughter, or parent in the National Guard or Reserves on active duty or called to active duty in support of a contingency operation may take up to twelve (12) weeks of FMLA leave for certain “qualifying exigencies.” A “qualifying exigency” includes: (1) the service member being called to short-notice deployment (seven (7) days or less; (2) military events and related activities; (3) child care and related activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) any other event the employee and employer agree is a qualifying exigency.

In addition, eligible employees are entitled to up to twenty-six (26) weeks of leave to care for a parent, child spouse, or next of kin who is a member of the Armed Forces and has suffered an injury or illness incurred in the line of duty on active military duty that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. This type of leave is available in a single twelve (12) month period. If an employee has taken FMLA due to one of the qualifying events listed above, the total combined amount of FMLA leave may not exceed twenty-six (26) weeks.

Any FMLA leave taken will be counted against the employee’s annual FMLA leave entitlement.

DEFINITIONS: A “Child” does not have to be a biological child. A “parent” does not need to be a biological parent as long as the person stood “in loco parentis” (in the place of the parent) to the employee when the employee was a “son” or “daughter.” FMLA leave may be taken to care for adopted children, foster children, legal wards, or a niece, nephew or grandchild whom the employee is actively raising. A “son or daughter” includes a child 18 years or over who is “incapable of self-care because of a mental or physical disability.” An individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities.

The City is not required by the FMLA to grant leave for any other relatives or individuals in the employee’s household. For FMLA purposes, a “spouse” is defined in accordance with applicable state law and may include common-law spouses in states where common-law marriages are recognized. Unmarried domestic partners generally do not qualify as spouses under the FMLA.

BOTH SPOUSES WORKING FOR THE CITY: When both spouses work for the City the total leave in any twelve (12) month period for both spouses will be limited to twelve (12) weeks if the leave is taken for the birth or adoption of a child or to care for a sick parent.

EMPLOYEE NOTICE REQUIREMENT: Employees are required in the case of foreseeable events (expected birth or placement of a child or planned medical treatment) to provide thirty (30) days’ notice to the City Manager or his or her nominee. However, if the need for a leave was not foreseeable and must begin in less than thirty (30) days, the notice shall be provided as soon as practicable. “As soon as practicable” means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. The ordinarily would mean at least verbal notification to the City within one (1) or two (2) business days of when the need for leave becomes known to the employee.

CERTIFICATIONS AND REPORTING: A certification issued by a health care provider is required to support an employee’s request for leave due to a serious health condition. Certification of Health Care Provider forms are available from the City Manager or his or her nominee.

The City may require the employee to obtain the opinion of a second health care provider designated and paid for by the City. In the event of a conflict between the first and second opinions, the City may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the City and the Employee. This third opinion will be final and binding.

Employees who take leave for their own serious health condition or to care for a covered family member will be required to report to the City on a regular basis. A reporting schedule will be worked out with the City Manager or his or her nominee.

Employees are expected to provide the City with notice as soon as possible (within two (2) business days if practicable) if the dates of leave change or are extended.

Failure to comply with these requirements may result in a delay in the start of FMLA leave.

The City may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The City may delay restoring the employee to employment if such certificate relating to the health condition which caused the employee's absence is not provided.

KEY EMPLOYEES: The FMLA provides a significant exemption for "key employees." The City is not required to offer key employees reinstatements to a similar position following the end of their leave. Key employees are those salaried employees who are among the highest paid ten percent (10%) of the employees paid by the City within seventy-five (75) miles of the facility at which the employee is employed and must be the highest paid ten percent (10%) of all salaried and non salaried, eligible and ineligible employees. Year-to-date earnings as of the date leave is requested are used to determine who are the highest paid.

An eligible key employee may be denied reinstatement of employment after leave has been taken if:

- (1) Such denial is necessary to avoid substantial and grievous economic injury to the operations of the City,
- (2) The City notified the key employee of its intent to deny restoration on such basis when the City determined that such injury would occur, and
- (3) If the leave has commenced, the employee elects not to return to employment after receiving such notice.

The employee will be notified by the City of his status as a key employee upon requesting leave if a chance exists that the City may deny reinstatement after the leave.

An employee may also be regarded as a key employee if the employee is the most highly compensated employee at a facility even if the employee is not among the highest paid ten percent (10%) of the employees in the City. If the employee is among the highest paid ten percent (10%) of employees at a remote facility, the employee could be denied reinstatement of employment and benefits even if the employee's salary fell within the middle range of overall employee salaried.

INTERMITTENT OR REDUCED SCHEDULED LEAVE: Under certain circumstances, when leave is taken for a serious health condition, it may be taken intermittently (in small blocks of time such as days or hours) or on a reduced work schedule if medically necessary. When such leave is unpaid, the City will make salary deductions based on the amount of time actually worked. Employees who are on an intermittent or reduced schedule leave may be temporarily transferred to an available alternative position to better accommodate the leave requirements.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment will be required to produce a medical certification outlining the dates on which treatment is expected and the duration of the treatment.

PAID LEAVE: All employees taking FMLA leave will first be required to use all accrued and unused paid sick leave and vacation time. Unpaid leave will then commence for the period remaining.

BENEFITS DURING FMLA LEAVE: Employees on FMLA leave are entitled to have health benefits maintained while on leave as if they had continued working. If the health plan or benefits are changed by the City while the employee is on FMLA leave, the employee is entitled to the changed benefits to the same extent as if he or she were not on leave. Employees will be provided with any notices of changes in benefits and accorded any options to change coverage that would be provided if the individual were not on leave.

Except as required by COBRA, the City's obligation to maintain health benefits during leave (and to restore the employee to the same or equivalent employment) under FMLA ceases if and when:

- (1) The employment relationship would have terminated if the employee had not taken FMLA leave;
- (2) An employee informs the City of his or her intent not to return from leave (including before starting the leave if the City is so informed before the leave starts); or
- (3) The employee fails to return from leave or continues on leave after exhausting his or her FMLA leave entitlement in the twelve (12) month period.

If a "key employee" does not return from leave when notified by the City that substantial or grievous economic injury will result from his or her reinstatement, the employee's entitlement to group health plan benefits continues unless and until the employee advises the City that the employee does not desire restoration to employment at the end of the leave period, or FMLA leave entitlement is exhausted, or reinstatement is actually denied. The key employee may then have rights under COBRA.

If employees were required to pay a portion of the health coverage cost, this requirement will continue during FMLA leave. The City will provide the employee with advance written notice of the terms and conditions under which these payments must be made.

Usually when the employee on leave does not return to work and the reason is not due to serious health reasons recognized under FMLA and is not due to circumstances beyond the employee's control, the City is entitled to recover from the employee any City paid costs with respect to the entire leave period. In addition, the City may elect to maintain other benefits for the employee, such as life or disability insurance, for which the employee would normally pay the premiums and the City will also be entitled to recover the cost of these premiums, based on the same criteria as recovery of the employee's share (paid by the City) of medical premiums.

While the taking of FMLA leave does not result in the loss of any employment benefits accrued prior to the date on which the leave commences, the FMLA does not require that an employee be allowed to accrue any additional benefits while on family or medical leave. These benefits include pensions, sick leave, disability benefits, annual leave, group life insurance, and paid vacation time.

RETURN TO WORK AND REINSTATEMENT: Employees generally have rights to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the end of the FMLA leave.

It is the City's desire to have employees return to work as soon as possible within their medical restrictions. The City may have available some temporary light duty assignments to enable employees to return to full duty. Employees interested in performing temporary light duty assignments when medically able to do so should contact the Administration Office. An employee's refusal to accept light duty does not affect FMLA leave rights.

Employees who return to work but who still may have a medical problem will be reasonably accommodated to enable them to do their original job. Such accommodations must be practicable, medically necessary, and not an undue hardship upon the City. Employees who cannot be accommodated to perform their original position if it is available, will be placed in a vacant position for which they are qualified if such position is available. Such reassignments may be at the current rate of pay for the employee or at a lower rate of pay if an equivalent position for which the employee is qualified is not available. Employees should meet with the Administration Office to discuss possible accommodations. An employee's refusal to accept an accommodation does not affect the employee's FMLA leave entitlement.

Employees on FMLA leave may still be eligible for short-term or long-term disability insurance or worker's compensation benefits. An employee's decision regarding FMLA leave can affect these benefits.

ANTI-RETALIATION: No employee shall be retaliated against for exercising his or her FMLA rights. Any employee who feels he or she has been in any way discriminated or retaliated against should report that to the Commission and/or City Manager for investigation and appropriate action.