



**MEETING TYPE
STAFF REPORT**

Agenda Date: 07-24-2023	Eric Buckman, City Manager:	EWB
Department: <u>Public Safety</u>	Department Head Name:	<u>Ron Robinson</u>
Presenter: <u>Eric Buckman</u>	Kim Berry, City Clerk:	<u>KAB</u>

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Tentative Police Officers Labor Council Gladstone Public Safety Officer Union Contract

BACKGROUND:

Negotiations have concluded with a tentative agreement for a Union Contract for April 1, 2023 – March 31, 2023.

FISCAL EFFECT:

SUPPORTING DOCUMENTATION:

Tentative Union Agreement

RECOMMENDATION:

Approve tentative agreement as presented

AGREEMENT

Between

CITY OF GLADSTONE

And



POLICE OFFICERS LABOR COUNCIL
GLADSTONE PUBLIC SAFETY
OFFICERS

April 1, 2023 through March 31, 2026

ORIGINAL

INDEX

Purpose and Intent.....	1
Recognition, Security and Union Deductions.....	1
Rights to Manage.....	3
Sick Leave.....	4
Funeral Leave.....	5
Leave of Absence Without Pay.....	5
Military Leave.....	5
Seniority.....	6
Grievance Procedure.....	8
Disciplinary Action.....	9
Wages Rates and Classifications.....	10
Holidays.....	10
Vacation.....	11
Hours of Work, Overtime and Premium Pay.....	12
Hospitalization and Life Insurance.....	13
Workers' Compensation.....	13
Longevity.....	14
Retirement.....	15
Working Supervisors.....	15
General.....	15
Residency.....	16
Termination and Modification.....	16
Signatures.....	17
Schedule A - Wage Schedule.....	18

This AGREEMENT made and entered into this ___ day of July 2023 by and between the City of Gladstone, hereinafter referred to as the "Employer" and the Police Officers Labor Council hereinafter referred to as 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.

The parties recognize the interest of the Community and the job security of the employees depends upon the Employer's success in establishing a proper service to the Community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION, SECURITY AND UNION DEDUCTIONS

To the extent the laws of the United States and the State of Michigan permit, it is agreed that:

Section 1.0 The current or future employment of bargaining unit employees is not contingent upon membership in the Union or payment of union dues or fees.

Section 1.1 The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in subsections 1.3 and 1.4.

Section 1.2 As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity to meet with the newly-hired employee to discuss the employees' options with respect to becoming or not becoming a member of the Union.

Section 1.3 Each employee who becomes a member of the Union after June 17, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is lesser, and shall automatically renew itself for the successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

Section 1.4 The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the even the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the Employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

Section 1.5 Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in subsection 1.3.

Section 1.6 Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 1.7 The Employer shall not be liable for the remittance or payment to the Union of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make the deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 1.8 If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

No person with the bargaining unit in this department will be laid off until all civilian dispatchers have been laid off. There will be no reduction in the work force of the members of the unit so long as civilian dispatchers are working. However, upon any member of the unit leaving employment for any reason except lay-off or a reduction in force, that unit member need not be replaced and there need be no reduction in the number of civilian dispatchers who are working. The restrictions imposed above shall be limited to lay-off or reduction in force and shall not apply to attrition within the department.

RIGHT TO MANAGE

Section 2.0 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 constitution of the State of Michigan and of the United States. Further, all rights which ordinary vest in and reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the controls of materials, tools, and equipment to be used; 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 service, 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 to increase or decrease its size;
- (f) to hire, assign and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;
- (g) to direct the work force, assign work, and determine the number of employees assigned to operations;
- (h) to establish, change, combine, or discontinue job classifications and prescribe and assign new job duties, content and classifications; provided that, in the exercise of all these prerogatives, the City shall not violate the provisions of this Agreement.

SICK LEAVE

Section 3.0 Sick leave will be accrued at the rate of 8 hours a month or ninety-six (96) hours per year. Sick leaves may be accrued to a maximum accumulation of nine hundred sixty (960) hours.

New Employees shall receive twenty-four (24) hours of Sick Leave on their Date of Hire. This benefit will be retroactive to April 1, 2022. (NEW)

Section 3.1 Employees who terminate City employment (except voluntary quits or by being discharged prior to being retirement eligible) shall be paid twenty-five (25%) percent of their accumulated sick leave in cash, contribute it in their employee Health Savings Retirement Plan or a combination of both as directed by the employee. Cash payment will be remitted on their final paycheck.

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.

Section 3.2 An employee who has not served a full year between the time of entering the City service and the anniversary date for sick leave, which is April 1 of each year, shall be entitled to sick leave for the portion of the year worked, but may not take sick leave until after he/she has served six (6) months. (May take only accrued time.)

Section 3.3 The department head will be responsible for approving sick leave, and may do so only for valid reasons, and after an employee informs the department head of the employee's intention not to report for work. Unless the employee is hospitalized, the employee will be responsible for notifying the department head of the intended absence each day of the absence, even when such absences are consecutive.

Section 3.4 The department head responsible for approving sick leave may require a doctor's examination for the employee(s) requesting 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 fit for duty, the employee will report for duty or be taken off of 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.

Section 3.5 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 receive forty (40) hours of extra pay (at the employee's regular hourly rate). If an employee chooses to take off, he may do so only at a time designated by the Director of Public Safety or his/her designee during the following fiscal year of the City. Such additional time off or pay shall be deducted from the employee's accumulated sick leave.

Section 3.6 In the event of an off-duty or non-work-related illness, the employee will normally utilize any accumulated sick leave consecutively during his or her absence from duty until all accumulated sick leave would normally 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 Section 11.1 (Holiday) below. Exceptions may be granted by either the Director of Public Safety or the City Manager of Gladstone.

Section 3.7 Maternity/Paternity Leave: An employee, by reason of pregnancy, shall be granted a leave of absence on the same terms and at the same rate as to commencement and duration of leave, availability of extensions, reinstatement and so forth, as any other employee requesting leave due to temporary disability. Leave will be applied for to the City Manager of Gladstone.

FUNERAL LEAVE

Section 4.0 Emergency leave will be granted in the event of a death in the immediate family, which falls within the scheduled workweek as follows:

Forty-eight (48) hours of paid emergency leave will be granted in the event of death of the spouse, mother, father, current step-mother or step-father of the employee and his or her current spouse, children of the employee or in 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.

The forty-eight (48) hours may be taken at any time during the funeral process. In cases where considerable distance-travel is involved, unpaid leave days may be extended at the discretion of the City of Gladstone.

LEAVE OF ABSENCE WITHOUT PAY

Section 5.0 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 will be the sole determiner for the necessity of the request for a leave of absence.

MILITARY LEAVE

Section 6.0 Military leave shall be granted according to applicable State and Federal laws.

SENIORITY

Section 7.0 Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credit 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 7.1 New permanent employees will be considered probationary employees for a period of not less than one (1) year from the date of initial, continuous, full-time employment. An employee may be discharged or disciplined at any time during the probationary period by the appointing authority without the right of appeal or a hearing. The employee may, however, be represented by the Union in the grievance procedure for matters other than termination, discharge or discipline.

Section 7.2 Seniority shall be on a department basis for the purpose of department advancement and the Employer will post a departmental seniority list annually

Section 7.3 In the event of layoff in the 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.

In the event of layoff (reduction in force), each employee scheduled to be laid off shall receive written notice by certified mail at least seven (7) days in advance of such layoff.

Section 7.4 Laid off employees will remain on the seniority list for a period of two (2) years, and shall be given a written notice of recall to their last registered address with the City.

Section 7.5 Employees shall lose their seniority for the following reasons:

- (a) The Employee voluntarily resigns;
- (b) The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) The Employee 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.

(d) The Employee 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.

(e) The Employee is laid off for a period of two consecutive years.

Section 7.6 Employees who are injured while on duty shall continue to accumulate seniority during their absence due to such injury, and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to return to work.

Section 7.7 In selecting employees for promotion, three (3) factors shall be considered with the following weight:

(a) Test- 50%

(b) Performance-50%

(c) One-half (1/2) point for each year of service in the Gladstone Public Safety Department or its predecessor Police and Fire Departments, up to a maximum of ten (10) points.

The Director of Public Safety may promote from any of the top three (3) candidates for a promotional position. 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) month period.

The Employer shall not seek candidates for vacant or newly created promotion positions (other than that of Director) from outside of the Gladstone Public Safety Department unless no current employee(s) post for the position.

Any Employee who is or has been a member of this Bargaining Unit and is or has been promoted or appointed to any position within the Public Safety Department but not within this Bargaining Unit, may return to this Bargaining Unit with their original seniority date of hire as a result of demotion, layoff, or voluntary reduction in rank. Such individual will maintain all seniority for purposes of this Agreement and as seniority pertains to this Agreement.

GRIEVANCE PROCEDURE

Section 8.0 In the event a dispute arises concerning the application or interpretation of this Agreement during the term of this Agreement, it shall be handled in accordance with this grievance procedure. The grievance procedure shall contain the following consecutive mandatory steps:

Step 1: An information conference shall occur between the employee and the Union if desired by the employee. Such conference shall be held within five (5) days of the alleged dispute, excluding Saturdays, Sundays or holidays or the grievance shall be deemed waived. The time shall commence to run from the time the employee knew or should have known of the conditions or circumstances giving rise to the alleged violation of this Agreement. In appropriate cases the parties may waive this initial step and the grievance may be initiated at Step 2 of this procedure. This is intended where the grievance involves the action of the Director of the Department of Public Safety. In no event shall a grievance be initiated beyond Step 2 of the procedure.

Step 2: Within seven (7) consecutive days of the meeting set forth in Step 1, above, the employee-Union shall submit the grievance in writing to the Director of the Public Safety if not satisfactorily resolved at Step 1. The written grievance shall specify the specific nature of the grievance and the specific provisions and term of the Agreement alleged to have been violated or misapplied. The written grievance shall be submitted to the Director personally, and in the event the Director shall be absent from his office, the written grievance may be delivered directly to the City Manager. The Director of Public Safety shall respond within five (5) days of receipt of the written grievance by delivering his/her response, in writing, to the Union Steward. Failure on the part of the employee-Union to file the grievance within the stated time period shall be conclusively deemed a waiver of the grievance and failure of the Director to respond within the time allowed shall be deemed to be a granting of the relief sought by the employee-Union.

Step 3: If not satisfactorily resolved at Step 2, the grievance shall be submitted in writing to the City Manager. The grievance shall be submitted within five (5) days after receipt of response of the Director of Public Safety provided at Step 2. The written grievance shall specify the nature of the grievance and the specific terms and provisions of the Agreement claimed to have been violated or misapplied. Within five (5) days of receipt of the written grievance, the City Manager shall schedule a meeting between the City Manager, Director of Public Safety, involved employee, Union Steward and staff representative of the Union. The meeting shall be schedule to occur within fifteen (15) days of the date of receipt of the written grievance by the City Manager unless otherwise agreed by the City of Gladstone and the Police Officers Labor Council. The meeting shall be held in the City of Gladstone. If the City Manager is out of his/her office or unavailable upon filing of the grievance at this step, the time limits shall be extended accordingly. Within five

(5) days after the conclusion of the meeting, the City Manager shall submit his response to the grievance to the Union Steward in writing.

Step 4: If the grievance is not resolved at Step 3, above, the matter may proceed to binding arbitration. A demand for arbitration shall be filed with the City Manager not more than thirty (30) days after receipt of the written decision of the City Manager following the meeting described at Step 3, above. The party requesting arbitration shall also notify the American Arbitration Association of the filing of a demand for arbitration.

The matter shall be submitted to a single arbitrator selected by consent of the parties or in accordance with the procedures of the American Arbitration Association. Fees and expenses of the arbitration shall be equally divided by the City of Gladstone and the Police Officers Labor Council. The arbitration shall be held in Gladstone, Michigan, or at a location mutually agreed to by the parties. The parties shall attempt to have the arbitrator appointed and the arbitration hearing within sixty (60) days after submission of the written decision by the City Manager at Step 3, above. In the event this cannot be reasonably accomplished, the matter shall proceed to a hearing as soon as reasonably convenient. The arbitration hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association and those rules and procedures generally applicable to the conduct of labor relations arbitration.

Section 8.1 The arbitrator shall be governed by the terms and provisions of this Agreement, and shall have no authority to modify, add to, subtract from, or alter the express terms and provisions of this Agreement. The arbitrator shall have the authority to exercise his general discretion in controlling the arbitration hearing and shall have those powers generally accorded arbitrators in the conduct of such hearing. Within thirty (30) days of the completion of the arbitration hearing, the arbitrator shall submit his/her opinion, in writing, to the parties or their representatives as designated at the arbitration hearing. The decision of the arbitrator shall be final and binding except as provided by law.

Section 8.2 Under no circumstances will services be stopped, slowed or otherwise impaired while the grievance procedure is in effect.

DISCIPLINARY ACTION

Section 9.0 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 limited to drunkenness or drinking on the job, dishonesty, unrepeated 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, conviction of a criminal charge involving illegal controlled substances, incompetence or insubordination.

Section 9.1 In the event that the discharged employee feels that he had 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 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 limits specified in the grievance procedure, then said discharge shall be deemed to be final in all events.

WAGE RATES AND CLASSIFICATIONS

Section 10.0 Schedule "A" attached hereto and made a part of this Agreement, is a schedule showing the wage rates and classifications of the members of this bargaining unit.

HOLIDAYS

Section 11.0 Holiday defined: Full holiday when used herein shall mean a full twenty-four (24) hours commencing at 7:00 a.m. on the day of the holiday and ending at 7:00 a.m. on the following day.

Section 11.1 Conditions for granting pay on holidays: Employees shall receive no pay for holidays, unless they work their scheduled work days preceding and succeeding such holiday; provided, however, that if either of these two (2) days is vacation time, sick leave, or an excused absence, it shall be excepted.

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

Section 11.2 The following holidays will be recognized: 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.

Section 11.3 Employees working holidays will be compensated as follows: Employees will receive eight (8) hours of Holiday pay for each listed Holiday.

Work During Regular Shift: Rate-Base rate x 1-1/2 for hours worked, plus eight (8) hours Holiday pay for full Holiday.

Work Other Than During Regular Shift Hours: Rate-Base rate x 2 (double time) for all hours worked plus eight (8) hours Holiday pay for full Holiday.

Section 11.4 Bargaining Unit Members Birthday: Members Birthday shall be a floating Holiday and may be taken off on his/her birthday or any time during the calendar year, but may not be accrued from year to year. Members will receive twelve (12) hour day off, with pay, for the day he takes off for his/her Birthday- Floating Holiday.

VACATIONS

Section 12.0 Vacation leave with pay will be granted to all permanent full-time employees on a pro rata basis commensurate with the period of time that they have been employed (Date of Hire). The pro rata share will be determined by pay periods.

Vacation accrual will be based on the following formula with the anniversary dates being the employee's date of hire.

New Employees shall receive forty (40) hours of vacation on their date of hire. This benefit will be retroactive to April 1, 2022 (NEW)

Up to 1st Anniversary date:	1.5 hours per pay period.
1st Anniversary date up to 5 th 7 th -Anniversary date:	3.5 hours per pay period.
5 th 7 th -Anniversary date up to 10 th 13 th -Anniversary date:	5.0 hours per pay period.
10 th 13 th Anniversary date up to 15 th 19 th Anniversary date:	6.5 hours per pay period.
15 th 19 th Anniversary date and thereafter:	8.0 hours per pay period.

Section 12.1 Vacation schedules are subject to approval of the department head who is charged with the responsibility of ensuring that vacation time granted will not seriously impair the operation of his department.

Section: 12.2 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 12.3 Seniority along with departmental personnel needs will be the determining factor in approving vacation.

Section 12.4 Pre-approved vacation schedules (See Section 12.2) 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 12.5 Employees terminating their City employment will be entitled to pay for 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 the employee worked a full shift.

Section 12.6 Employees are allowed to accrue up to a maximum of 275 hours of vacation at any one time. Upon obtaining 275 hours, the employee would be required to use vacation or not accrue any further vacation until their total was below 275 hours.

Section 12.7 Bargaining unit members may designate three (3) days per year, from their vacation days, as emergency leave. The Director, or his/her designee, shall not be arbitrary in granting or denying such requests for personal leave, but may deny them if the vacancy cannot be adequately filled. Emergency leave shall be defined as short notice need for time away from work for reasons of personal nature. This provision is not intended to provide priority to late leave requests.

HOURS OF WORK, OVERTIME AND PREMIUM PAY

Section 13.0 The provisions of this Article are intended to provide for a base for determining the number of hours worked 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 worked, either per day or per week, or as limiting the right of the City to fix the number of hours worked (including overtime) either per day or per week for such employee.

Section 13.1 Time and one-half (1- 1/2) the regular hourly rate shall be paid for all hours worked in excess of eighty (80) hours in one two-week pay period. Sick leave will normally be considered as time worked for the computation of overtime. The City reserves the right to deny this provision on an individual basis if it determines an abuse of sick time has occurred.

Section 13.2 The hours of work and specific shift assignments will be determined by department head, except that past-time or seasonal help shall not be assigned work when regular employees are on layoff or on a reduced work schedule.

Section 13.3 Shift premium: Beginning with the pay period starting on July 24, 2023, shift premiums will be terminated. Employees agree to this termination in exchange for a one-time fifty (\$.50) cents per hour wage increase. This increase is not retroactive and will start on July 24, 2023. ~~Employees working a regularly scheduled second and third shift receive shift premium pay. Commencing April 1, 2020, the shift premium for second shift shall be fifty (\$.50) cents per hour and shift premium for the third shift shall be seventy five (\$.75) cents per hour. Employees working on shifts starting between second and third shift shall receive fifty (\$.50) cents per hour for all regularly scheduled hours falling within second shift and seventy five (\$.75) cents per hour for all hours falling within third shift. Employees working on a shift starting between the hours shall receive similar adjustments.~~

Section 13.4 An employee who responds to a call back to duty after having been released from regular day's work, or on days other than his/her scheduled work days, and who works less than one hour shall be paid for three (3) hours at the straight regular hourly rate. Call back will be by the Director of Public Safety or his/her designee.

Section 13.5 Employees called into work on the day, which a holiday falls, will be paid a minimum of two (2) hours at the holiday rate for responding to calls. Call back duty will be by the Director of Public Safety or his/her designee.

Section. 13.6 Previously paid shift differential for Sunday work is now incorporated into the hourly rate.

Section 13.7 Employees shall receive two 15 minutes breaks each workday, which shall be allowed at the direction of the Director of Public Safety or his/her designee.

Section 13.8 The Memorandum of Understanding (MOU), that was agreed upon and signed by the Director and the Canine Handler on 10/26/22, will be added to the end of the contract as an attachment. (NEW)

HOSPITALIZATION- LIFE INSURANCE

Section 14.0 The Employer agrees to pay the current premium of the hospitalization, medical, major medical and dental insurance. The health care plan in effect is Michigan Conference of Teamsters Welfare Fund (MCTWF) health insurance. MCTWF insurance includes hospitalization, medical coverage, and prescription coverage, Dental, Optical, and Total & Permanent Disability Benefits (993). The Employer will pay amount up to the hard cap, once the premiums exceed the hard cap amount set by P.A. 152 of 2011, the employees will pay any cost above that amount, the difference shall be shared equally by the employees and shall be deducted from their weekly payroll.

For employees hired prior to April 1, 2010 and retiring after April 1, 2017, The City will fund the MERS Health Care Savings Plan (HCSP) at the rate of one thousand dollars (\$1000.00) per month for seventy-two (72) consecutive months per eligible employee. Payments shall begin at the time the employee becomes eligible for a non-deferred retirement as defined by MERS rules (currently twenty-five years at any age for Defined Benefit Plan, Age plus years of service equals sixty-five (65) years for Defined Contribution Plan (I.E. fifteen years of service and age fifty (50)). Eligible employees need not elect to retire to begin receiving the HCSP contribution when eligible.

Should the employee be deceased prior to receiving seventy-two months of contributions to the MERS Health Savings Retirement Plan (HSRP), the contributions shall continue to be made to the plan for the employee beneficiary.

This benefit is vested and unalterable for current and future qualified retirees and shall survive the expiration of the Collective Bargaining Agreement.

Upon execution of this agreement, employees hired after April 1, 2013 shall have a weekly deposit of fifty (\$50.00) dollars made by the employer to a MERS HSRP for the employee.

Section 14.1 The Employer agrees to furnish, at no cost to the employee, a term life policy in the amount of one year's salary (w/ double indemnity for accidental death/dismemberment) for each employee. In addition, the employee's spouse is covered for \$4,000. Dependent children of the employee are covered for \$100 (up to 6 months age) and \$2,000 (6 months, but less than 19 years- 21 years if full time student).

Section 14.2 Employees may elect not to subscribe to the City-provided healthcare plan if they are eligible to be covered by healthcare through another source. For employees hired before April 1, 2007, such employees who opt-out of City provided health insurance coverage will receive \$267.81 per bi-weekly paycheck. Employees hired after April 1, 2007 who opts out will receive \$200.00 per pay period if they choose to opt-out of the City-provided hospitalization coverage. Employees may contribute all or part of their opt-out pay into their MERS Health Savings Retirement Plan (HSRP).

Employees shall be permitted to re-enroll in the City provided health care plan upon notification to the Employer and subject to the provisions of the insurance carrier.

WORKERS' COMPENSATION

Section 15.0 All employees injured or incapacitated in actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Workers Disability Compensation Act and subject to the limitations in Section 15.1, the employees on workers compensation may use accumulated sick leave, vacation pay, or comp time to make up the difference between the regular salary of the injured employee and the legal rate of compensation provided in the Workers' Compensation Act.

Workers' Disability Compensation Act and subject to the limitations in Section 15.1, the employees on workers compensation may use accumulated sick leave, vacation pay, or comp time to make up the difference between the regular salary of the injured employee and the legal rate of compensation provided in the Workers' Compensation Act.

Section 15.1 Such additional payment shall be known as Supplementary Workers' Compensation. It shall apply:

1. From the date of injury and continue during the period of incapacity, but not to exceed more than six (6) months of payment for any one personal injury.

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 the employee's misconduct or negligence.
4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.
5. When notice of the work-related injury shall not have been reported to the Employer within forty-eight (48) hours of the alleged occurrence.

Section 15.2 The provisions of Section 15.0 and 15.1 are subject to the legal limitations provided for in the Michigan Workers' Disability Compensation Act as well as the City's authority to continue as a self-insured Employer under Michigan law.

Section 15.3 The employees entitled to benefits under this subsection shall tender their Workers' Disability Compensation check to the City, endorse the check over to the City, and deliver the check to the City in return for payment of wages due them during their regular scheduled work week.

LONGEVITY PAY

Section 16.0 After completing one full year of service as of November 1st, each employee shall receive Longevity Pay annually on the payday closest to December 1st.

Employees hired after April 1, 2013 shall complete five (5) full years of service as of November 1st to receive this benefit.

Longevity Pay is computed as follows:

(Hourly Rate) x (2080) x (Years of Service) x (.0006)

The hourly rate shall be per the wage Schedule "A".

RETIREMENT

Section 17.0 The retirement benefit plan, for employees hired prior to April 1, 2007, will be the Michigan Employees Retirement System Benefit B-4 with FAC-3 rider with Employees being allowed to retire at any age with a minimum of 25 years of service.

All employees hired after April 1, 2007, will be required to enroll in the MERS Defined Contribution retirement. The City will contribute 8 %; the employee may contribute an additional 4% ~~3%~~, of which no more than 3.0% shall be matched by the City for a total of 11 % Employer contribution. Employees may contribute additional funds to a City participating 457 retirement plans as per IRS guidelines. (NEW)

Commencing with April 1, 2013, Employees who qualify for the MERS defined benefit plan will contribute two (2%) percent of wages to the MERS obligation, to be deducted from salary. Effective April 1, 2015, the employee's contribution shall increase to three (3) per cent of wages to the MERS obligation, to be deducted from salary.

Commencing April 1, 2013, a maximum of 240 paid leave hours may be added to the FAC calculation and no overtime will be calculated into the FAC. The City will still pay the balance on vacation, comp time and 25% of sick leave to the employee, but only 240 will be added to the FAC calculation.

For employees covered by MERS Defined Benefit plan, if State law changes and the City lose EVIP due to B4 benefit and level, the Union agrees to reopen this section only.

WORKING SUPERVISORS

Section 18.0 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 supervisor. However, it is understood and agreed by the Employer and the Union that certain supervisors and foremen of the Employer have been performing all of the regular duties that are currently performed by their subordinates. Such 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 supervisor can continue to perform all of the duties that they are now performing and that are performed by their subordinates; Director of Public Safety.

GENERAL

Section 19.0 Work Periods: The normal work period for members of the Public Safety Department is an eight (8) hours day and an average of forty (40) hours per week.

Section 19.1 Work schedules shall be listed at least two (2) weeks in advance, but it is recognized such schedules are subject to change, as circumstances require.

Section 19.2 Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his/her 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 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 19.3 This Agreement specifically does not cover volunteer firemen, whether they are regular employees of the City of Gladstone or not. If any regular employee of the City is working as a volunteer fireman, he/she shall be considered solely a volunteer, and shall not be entitled to benefits in his/her regular capacity with the City of Gladstone while working as a volunteer fireman.

Section 19.4 Other work by City employees: Any employee seeking part-time work with another department or employer shall apply therefore to the City Manager.

Section 19.5 There shall be no strike or lockout during the term of this Agreement.

Section 19.6 Employees called on to perform temporary work in a higher classification shall receive the higher rate of pay for all time 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 19.7 It is understood that all references to the masculine gender shall include both the masculine and feminine genders.

RESIDENCY

Section 20.0 As of April 1, 1999, employees of the Union are not subject to a provision of required residency within the city limits of Gladstone with the exception of the following limitation. It is understood between the City and the Union that Union members be able to respond to work within 30 minutes (under normal driving conditions) of the city's notification to respond.

TERMINATION AND MODIFICATION

Section 20.1 This Agreement shall be in full force and effect from April 1, 2023 and shall continue in full force and effect until midnight March 31, 2026 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 aforementioned, all subjects of agreement proposed by their party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Either party shall, at the time it notifies the other party by written notice, that it desires termination, revision, modification, alteration, negotiation, change or amendment or any combination thereof of this Agreement, submit in writing any and all of its suggested revisions, modifications, alterations, changes or amendments to this Agreement. In the event that the initiating party 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 either the Union or 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 [redacted] day of July, 2023.

For the Employer:

Eric Buckman, City Manager

Date

Joe Thompson, Mayor

Date

For the Union:

John Stidham, Labor Rep. POLC

Date

Mallory Nelsen, Steward

Date

SCHEDULE "A"

WAGE SCHEDULE

This Bargaining Unit is composed of all Public Safety Officers of the Gladstone Department of Public Safety. Hourly rates for those personnel are as follows:

Public Safety Officers:

Effective:	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>
	<u>5%=\$28.97</u>	<u>3%=\$30.35</u>	<u>2%=\$30.96</u>
	<u>7/24/2023</u>		
	<u>+.50/Hr.</u>		
	<u>\$29.47</u>		

The following pay schedule for new employees starting without fire-fighting (FFII) certifications:

- a. 1st year of service 90% of PSO rate.
- b. 2nd year of service 95% of PSO rate.
- c. 3rd year of service 100% of PSO rate.

The following pay schedule for new employees starting with fire-fighting (FFII) certification:

- a. 1st year of service 95% of PSO rate.
- b. 2nd year of service 100% of PSO rate.

New Employees that have at least 3 years of prior Law Enforcement experience and fire-fighting (FFII) certification shall start at 100% of PSO rate. (Retroactive to April 1, 2022) (NEW)

RETENSION BONUS-AMERICA RESCUE PLAN ACT (ARPA) (NEW)

Every employee shall receive a lump sum bonus as follows:

April 1, 2024 \$1000.00

(Should an Employee be hired after the payment date (4/1/2025-3/31/2026) then the amount paid shall be prorated for that time period.) (NEW)

LETTER OF AGREEMENT

WHEREAS, The City of Gladstone ("EMPLOYER") believes it is advantageous to convert Gladstone Public Safety Officer ("UNION") schedules from the current eighty (80) hour schedule to an eighty-four (84) hour schedule.

WHEREAS, The City of Gladstone believes this change can result in a cost savings For the City of Gladstone as well as limit the need for call in overtime.

WHEREAS, Current Collective Bargaining Agreement (CBA) language prohibits this change.

NOW IT IS THERFORE AGREED by both parties:

- 1- The first eighty (80) hours of the pay period shall be paid at regular straight time wages.
- 2- The final four (4) hours shall be paid at time and one half (1.5) of the employee's current hourly rate.
- 3- Any hours worked in addition to the regularly scheduled Eighty-Four (84) hours shall be compensated at a rate of one and a half (1.5) times the employee's current hourly rate.
- 4- Current contractual language regarding other negotiated benefits shall remain in full force and effect including but not limited to premium pay rates for Holidays.
- 5- Employees using a vacation leave day or a sick day shall be allowed to use one (1) eight (8) hour leave day in the pay period which the leave day was taken as is current practice.
- 6- Employees may elect to use twelve (12) hour leave days.
- 7- Employees electing to use an eight (8) hour leave day shall be paid for eighty (80) hours in the pay period where an eight (8) hour leave day is elected.
- 8- Employees electing to use only twelve (12) hour leave days in a pay period shall be paid for eighty-four (84) hours with four (4) hours being paid at a rate of one and a half (1.5) times the employee's current hourly rate. (Employees using eighty-four (84) hours of leave time in a single pay period shall be paid for eighty-four (84) hours at the straight time hourly rate.)
- 9- There shall be no pyramiding of benefits.
- 10- Either party may rescind this agreement from year to year with thirty days (30)

written notice to the other party prior to April 1st of each year.

- 11- If notice is not given by either party, the agreement shall renew for the following year of the CBA.

For the Employer:

Eric Buckman, City Manager

Date

Joe Thompson, Mayor

Date

For the Union:

John Stidham, Labor Rep. POLC

Date

Mallory Nelson, Steward

Date



MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GLADSTONE
PUBLIC SAFETY DEPARTMENT AND
GLADSTONE PUBLIC SAFETY K9 HANDLER

PURPOSE:

The purpose of this memorandum of understanding is to establish expectations and guidelines for the operation of the Gladstone Public Safety Department K9 program.

EXPECTATIONS & GUIDELINES:

- K9 handler shall be compensated 3.5 hours per week (182 hours total), at a rate of 1.5 times the base wage of the K9 handler, for the daily care of the K9. The compensation may be taken in pay or compensatory time or a combination of both. The total amount of compensatory time the K9 handler may carry is to be settled in an agreement between the K9 handler and the City of Gladstone.
- The K9 Handler shall train with the K9 a minimum of 4 hours per week or 8 hours bi-weekly. This training shall occur while the K9 handler is working his/her assigned on-duty hours. Any training outside of the assigned on-duty hours shall only occur with Supervisor approval. Flexing the shift hours of the K9 handler will ONLY be allowed for training and/or events, when necessary, and will not occur without direct approval of a Supervisor. This guideline is set to promote a healthy K9 program that the City of Gladstone (Public Safety) can sustain and continue to grow without affecting overall department operations. While it is known, and encouraged, that the K9 handler & K9 must train, we must also work together to stay within a healthy overall department operating budget.
- K9 handler may be authorized the use of a take home vehicle.
- K9 handler will assure all required maintenance and/or repairs to the K9 vehicle are completed in a timely manner.
- K9 handler will not use a City of Gladstone owned vehicle (K9 vehicle) for personal use.
- City of Gladstone responsibilities shall take priority over any request from an outside agency; K9 handler shall not vacate his/her duties or assigned work shift unless it can be done reasonably and shall only occur with approval of a Supervisor. K9 handler shall not leave early or arrive at work late due to an outside agency request.
- K9 handler, with strong emphasis on assistance from other department members, shall continue to seek fund raising methods for long-term sustainability of the K9 program. This program, even before its inception, was to be funded, generally, through donations, so as not to affect overall Public Safety operations.
- K9 handler shall keep current and accurate records of training and K9 care.
- The expectations and guidelines set forth in this memorandum of understanding shall be in the form of a living document; meaning all expectations and guidelines can be modified at any time to facilitate a progressive and long-term K9 program.

It was never the intent of this Administration to set forth expectations and guidelines and/or limit the actions of the K9 program, however, all expectations and guidelines have been set so there are no forthcoming misunderstandings. It is this Administrations opinion too many K9 programs fail due to a lack of understanding of what is expected.

For the Employer:

Eric Buckman, City Manager

Date

Joe Thompson, Mayor

Date

For the Union:

John Stidham, Labor Rep. POLC

Date

Mallory Nelson, Steward

Date