

Gladstone Public Safety
4/1/88 - 3/31/91
3/31/91

CITY OF GLADSTONE, MICHIGAN

AND

MICHIGAN FRATERNAL ORDER OF POLICE AND LABOR COUNCIL

THIS AGREEMENT, made and entered into this 28th day of November, A.D. 88 by and between the City of Gladstone, hereinafter referred to as the Employer, and the Michigan Fraternal Order of Police and 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 depend upon the Employer's success in establishing a proper service to the Community. To these ends the Employer and 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

SECTION 1.0 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of permanent employees covered by this Agreement and listed on attached Schedule A.

SECTION 1.1 Pursuant to and in accordance with all applicable provisions of Act 336 of 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 unit as described and set forth in Schedule A.

SECTION 1.2 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.

SECTION 1.3 Any permanent employee who is not a union member and does not make an application for membership, shall as a condition of

Gladstone, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

employment, pay to the Union a monthly service charge in an amount equal to the monthly dues 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 comes first, thereby indicate that they no longer desire employment with the City and will henceforth be separated from the City service.

SECTION 1.4 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.

SECTION 1.5 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 1.6 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 the Union and pay such amount deducted to said Union, provided however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Union, and the Union further agrees to assume full responsibility and save harmless the City on any issue arising from the deductions contained in this Section.

SECTION 1.7 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 employees must work no more than twenty (20) work weeks 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 lay-off.

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 ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the controls 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 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 of these perogatives the City shall not violate the provisions of this agreement.

SICK LEAVE

SECTION 3.0 Sick leave will be accrued at the rate of twelve (12) days per year. Sick leaves may be accrued to a maximum accumulation of nine hundred sixty (960) hours.

SECTION 3.1 Employees who terminate city employment (except voluntary quits or by being discharged) shall be paid twenty-five percent (25%) of their accumulated sick leave in cash on their final pay check.

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 has served six (6) months. (May take only accrued time.)

SECTION 3.3 The department head will be responsible for approving sick leave, and he may do so only for valid reasons, and after an employee informs him of his intention not to report for work. Unless the employee is hospitalized, he will be responsible for notifying the department head of his intended absence each day of his 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 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 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 to receive forty (40) hours of extra pay (at the employee's normal, regular hourly rate). If an employee chooses to take 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.

SECTION 3.6 In the event of an off-duty injury or non-work related illness, the employee shall utilize any accumulated sick leave consecutively during his or her 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 Section 11.1 (Holidays) below.

FUNERAL LEAVE

SECTION 4.0 *Emergency leave will be granted in the event of a death in the immediate family for days which fall within the scheduled work week as follows:

Three consecutive days 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.

* Letter of understanding is attached as per schedule "D".

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.

SECTION 6.1 National Guard Field Training will be paid at a rate to be computed as follows:

ADD: National Guard Pay at the rate of five (5) days a week.

PLUS: Difference between the National Guard Daily rate and regular City rate based on a standard forty (40) hour work week for a period not to exceed two (2) weeks.

As of April 1, 1983 Sec. 6.1 is deleted except for those employees in the National Guard as of that date.

SENIORITY

SECTION 7.0 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 workmen'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 six (6) months from the date of initial, continuous, full-time employment. An employee may be discharged or disciplined at any time during the trial service 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 departmental basis for the purpose of departmental advancement and the Employer will post departmental seniority list annually.

SECTION 7.3 In the event of lay off 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 lay off (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 lay off.

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:

1. He voluntarily quits;
2. He is discharged and the discharge is not reversed through the procedures set forth in this agreement.

3. He 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 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 7.6 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 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 ($\frac{1}{2}$) 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

Employees shall be given a three 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.

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 informal conference shall occur between the employee and his immediate supervisor. The conference may involve a representative of 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 the 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. With seven (7) consecutive days of the meeting set forth at STEP 1, above, the employee-Union shall submit the grievance in writing to the Director of the Department of 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 terms 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 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 the 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 scheduled 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 Fraternal Order of Police. The meeting shall be held in the City of Gladstone. If the City Manager is out of his office or unavailable upon the 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 Michigan Employment Relations Commission 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 Michigan Employment Relations Commission. Fees and expenses of the Arbitrators shall be equally divided by the City of Gladstone and the Fraternal Order of Police. 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 held 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 hearing as soon as reasonably convenient. The arbitration hearing shall be conducted in accordance with the rules and procedures of the Michigan Employment Relations Commission and those rules and procedures generally applicable to the conduct of labor relations arbitrations.

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 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.

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, 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, willfull or wanton or grossly negligent misperformance of duties, incompetence or insubordination.

SECTION 9.1 In the event that 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.

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 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 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; providing, 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 Years 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:

Work During Regular Shift: Rate--Base rate x $1\frac{1}{2}$ for hours worked, plus eight (8) hours holiday pay for full holiday.

Work Other Than During Regular Shift Hours: Rate--Base rate x $1\frac{1}{2}$ x hours worked.

VACATIONS

SECTION 12.0 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 12.1 Part years of service shall be pro-rated for the first year.

SECTION 12.2 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 12.3 Commencing on April 1, 1983 vacations will be granted on the following schedule:

1st Anniversary Date	One week vacation with full pay
2nd through 7th Anniversary Dates	Two weeks vacation with full pay
8th through 13th Anniversary Dates	Three weeks vacation with full pay
14th through 19th Anniversary Dates	Four weeks vacation with full pay
20th Anniversary Date and thereafter	Five weeks vacation with full pay

SECTION 12.4 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 12.5 Seniority along with departmental personnel needs will be the determining factor in apportioning vacation.

SECTION 12.6 Pre-approved vacation schedules (See Section 12.4) 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 12.7 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 12.8 All employees are required to take their allotted vacations each year, unless permission to the contrary is granted by the City Manager.

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 of work (including overtime) either per day or per week for such employee.

SECTION 13.1 Time and one-half (1½) the regular hourly rate shall be paid for all hours worked in excess of eighty (80) hours in one two-week pay period, except sick leave is not considered a day worked.

SECTION 13.2 The hours of work and specific shift assignments will be determined by the department head, except that part-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: Employees working a regularly scheduled second and third shift shall receive shift premium pay. Commencing April 1, 1988, the shift premium for second shift (4:00 p.m. to 12:00 a.m.) shall be twenty (20¢) per hour and the shift premium for the third shift (12:00 a.m. to 8:00 a.m.) shall be twenty-five (25¢) cents per hour. Employees working on a shift starting between the hours (8:00 p.m. to 4:00 a.m., etc.) shall receive twenty (20¢) cents per hour for all regularly scheduled hours before midnight and twenty-five (25¢) per hour for all hours after midnight. 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 the regular day's work, or on days other than his 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 duty will be by the City Manager or the employee's department head.

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 City Manager or the employee's department head.

SECTION 13.6 Employees working on a regularly scheduled Sunday shift shall be paid at the rate of time and one-half (1½) for Sunday work.

SECTION 13.7 Employees shall receive two fifteen (15) minute breaks each work day, which shall be allowed at the direction of the City Manager.

HOSPITALIZATION - LIFE INSURANCE

SECTION 14. The Employer agrees to pay the full current premium of the hospitalization, medical, major medical and dental insurance, at the rate in effect as of April 1, 1988; April 1, 1989; and April 1, 1990.

The City will pay the employees share, at single rate, of health insurance upon retirement until age 65, or for 5 years after retirement which ever is less.

(A) If any employee quits or is fired prior to reaching age 55 he is disqualified from receiving this health insurance benefit. The employee must meet the City's retirement criteria.

SECTION 14.1 The Employer agrees to furnish at no cost to the employee, a term life policy in the amount of five thousand dollars (\$5,000.00), double indemnity covering the employee only.

WORKMEN'S COMPENSATION

SECTION 15.0 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' Disability Compensation Act and subject to the limitations in Section 15.1, the City shall pay the regular salary of the injured employee, less the legal rate of compensation provided in the Workmen's 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 where 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 Sections 15.0 and 15.1 are subject to the legal limitations provided for in the Michigan Worker's Disability Compensation Act as well as the City's authority to continue as a self-insured Employer under the Michigan Law.

SECTION 15.3 The employees entitled to benefits under this subsection shall tender his Worker's 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 him during his regular scheduled work week.

LONGEVITY PAY

SECTION 16.0 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 computed as follows:

<u>Years of Service</u>	<u>Eff. 4-1-83</u>
After 1 year as of Nov. 1st	\$50.00
After 6 years	\$95.00
After 12 years	\$170.00
After 18 years	\$245.00
After 24 years	\$320.00

RETIREMENT

SECTION 17.0 Commencing April 1, 1985 the retirement plan will be the Michigan Employees Retirement System Benefit C-2 with a B-1 base. Beginning with the inception of this agreement the employees shall pay a two (2%) per cent pension contribution on all earnings subject to the retirement plan. Effective April 1, 1986 the employees will pay no further contribution which will be fully paid by the City of Gladstone. Effective April 1, 1987 an additional rider will be added to the Retirement System providing for qualification for retirement at fifty-five (55) years of age - twenty-five (25) years of service. Known as 47-F Waiver.

WORKING SUPERVISORS

SECTION 18.0 It is not the intention of the Employer to deprive any employee by 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 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 supervisor can continue to perform all of the duties that they are now performing and that are performed by their subordinates; deputy directors of Public Safety.

UNIFORMS AND PROTECTIVE CLOTHING

SECTION 19.0 The Employer agrees to furnish and maintain the required uniforms and protective clothing for their employees as they are currently furnished and maintained. Public Safety Officers shall receive one hundred fifty dollars (\$150.00) per year for uniforms and cleaning. The City shall also furnish, free of charge, the initial issue of Public Safety uniforms and equipment to all Public Safety Officers.

The employer shall not be responsible for dry cleaning bills in cases where the uniform is not properly maintained or kept in good repair so as to be professional in appearance.

The City shall provide a salvage system for the replacement of worn out Public Safety uniforms and duty equipment starting on April 1, 1987.

SECTION 20.0 Deleted.

GENERAL

SECTION 21.0 Work Periods: The normal work period for members of the Public Safety Department is an eight (8) hour day and an average of forty (40) hours per week.

SECTION 21.1 Work schedules shall be posted at least two (2) weeks in advance, but it is recognized such schedules are subject to change as circumstances require.

SECTION 21.2 Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his 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 21.3 This agreement specifically does not cover volunteer firemen, whether they be regular employees of the City of Gladstone 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 of Gladstone while working as a volunteer fireman.

SECTION 21.4 Other work by City employees: Any employee seeking part-time work with another department of the Employer shall apply therefore to the City Manager.

SECTION 21.5 There shall be no strike or lock-out during the term of this agreement.

SECTION 21.6 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.

The work week and work days in "Schedule A" are subject to the provisions of SECTION 2. of this Agreement.

TERMS OF THIS AGREEMENT

This agreement shall be in full force and effect from April 1, 1988, and shall continue in full force and effect until midnight March 31, 1991, 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.

The Union shall, at the time it notifies the Employer by written notice, that it desires termination, revision, modification, alteration, 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, alterations, 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 the 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) work days 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 28 day of Nov., A.D. 1988 .

CITY OF GLADSTONE, MICHIGAN

By: Leslie Ruokomaki
Mayor

Howard W. Keeton
City Manager

STATE LODGE OF MICHIGAN
F.O.P. LABOR COUNCIL

By: Randy Walter (Steward)
Dennis Bow

Paul Knops
Field Representative

SCHEDULE "A"

This bargaining unit is composed of all Sergeants, Public Safety Officers and Communications Officers/Engineers of the Gladstone Department of Public Safety. Hourly rates for those personnel are as follows:

	<u>Eff. 4-1-88</u>	<u>Eff. 4-1-89</u>	<u>Eff. 4-1-90</u>
A. Public Safety Officer	\$9.54	\$9.96	\$10.40
B. CO/E	8.52	8.94	9.38
C. Sergeant	9.86	10.28	10.72

E. Fully qualified Public Safety Officers shall receive the sum of \$175.00 per month (by separate check) for being fully qualified in both the Police and Fire disciplines. This pay shall be paid on the second regular payday of each month.

CITY OF GLADSTONE, MI

By: Leslie Ruchowaki
Mayor

Howard W. Keeton
City Manager

MICHIGAN FRATERNAL ORDER OF
POLICE AND LABOR COUNCIL

By: Randy Walter

Diane Brown
Paul Kanopy

Field Representative

SCHEDULE "B"

RESIDENCY REQUIREMENT

Each employee under the terms and provisions of this Agreement, shall, as a condition of employment, be a resident of the City of Gladstone; and such employee shall maintain his or her place of residency within the corporate limits of the City of Gladstone. Residency shall be construed as the actual domicile of the individual, - being the place where he or she eats, sleeps and maintains normal personal and household effects.

Newly hired individuals need not immediately be a resident of the City, but shall become a resident of the City within ninety (90) days from the date of hire.

Failure of an employee to maintain his residency within the City of Gladstone, and failure of a newly hired employee to become a resident within ninety (90) days, as herein provided, shall be grounds for discharge of such person from City Employment.

The terms and provisions of City of Gladstone Ordinance No. 368 adopted September 27, 1971 and effective October 5, 1971 are herein incorporated and made a part of this Agreement.

SCHEDULE "C"

MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the City of Gladstone and State Lodge of Michigan Fraternal Order of Police Labor Council that the following shall be incorporated as part of the Labor Agreement in effect between the parties:

Wage Progression - Public Safety Department

<u>Years of Service</u>	<u>Classification</u>	<u>Hourly Rate</u>
0 - 1	Public Safety Officer	90% of Top Step
1 - 2	Public Safety Officer	95% of Top Step
2 or More	Public Safety Officer	100% (Top Step)

<u>Years of Service</u>	<u>Classification</u>	<u>Bi-Weekly Rate</u>
0 - 1	Communication Officer/Engineer	90% of Top Step
1 - 2	Communication Officer/Engineer	95% of Top Step
2 or More	Communication Officer/Engineer	100% (Top Step)

CITY OF GLADSTONE, MICHIGAN,

STATE LODGE OF MICHIGAN
FRATERNAL ORDER OF POLICE
LABOR COUNCIL

BY: John E. Martin
MAYOR
CITY OF GLADSTONE

BY: David P. Martin
Arthur A. Minner

Dated: NOVEMBER 12, 1979

LETTER OF UNDERSTANDING

It is acknowledged by the parties that the funeral leave (Section 4.0 et seq.) provides for three (3) consecutive days of emergency leave. It is the understanding of the parties that the three (3) consecutive days shall commence on the date of death and shall terminate on the date of the funeral. In the event there are more than three (3) days between the date of death and the date of the funeral, the date of commencement shall be changed and the three (3) consecutive days shall terminate on the date of the funeral. Such leave shall not be granted unless the employee actually attends the funeral, and only days necessary to attend the funeral or related functions shall be taken as leave. In cases where considerable distance-travel is involved, leave days may be extended or modified at the discretion of the City of Gladstone.

LETTER OF UNDERSTANDING

It is understood that Section 13.0 et seq. does not specify a date, day or frequency with which employees are to be paid. It is the understanding of the parties that the standard pay day is every other Friday.

LETTER OF UNDERSTANDING

A special "grandfather provision" has been adopted concerning shift assignments for the three most senior members of the department who shall be identified by name. They are: Duane Bovin, Carlton Mineau and James McKnight. In the event one of those three choose not to have a permanent shift, Louis Gendron shall qualify for inclusion in this "grandfather provision". No other individuals except those named shall qualify. The most senior of the three shall be entitled to select his preference for shift assignment, and the second most senior shall be entitled to select his preference from the two remaining shifts. The third named senior employee may select the remaining shift or may elect to participate in the rotating shift assignment or other shift assignments scheduled generally applicable to the unit. The named individuals may not select the same shift. As of March 1 each year of this contract the above named employees shall make selection of shift for the coming fiscal year.



Playground

CITY OF GLADSTONE. MICHIGAN

CITY HALL, 1100 DELTA AVENUE
P.O. BOX 32

POLICE 906-428-3131
FIRE 906-428-4242

CHIEF PAUL DUFRESNE

DIRECTOR OF PUBLIC SAFETY

TO: Howard W. Keeton, City Manager
FROM: Paul L. DuFresne, Director of Public Safety
DATE: January 4, 1984
SUBJECT: Job description of RO/C

The duties of an RO/C will include the following:

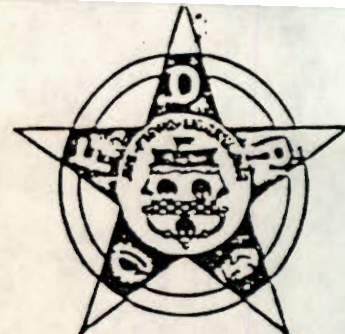
1. Take in-coming telephone and radio communications
2. Dispatch P.S.O.'s to incidents and emergencies and provide communication assistance as necessary.
3. Keep record of radio traffic and incident runs.
4. Provide courteous assistance to the public as they make contact with the Department of Public Safety.
5. Perform record keeping and clerical duties as assigned.

PLD/lg

Gary LeClaire



BAY DE NOC LODGE 162
P.O. Box 286
Gladstone, Michigan 49837
January 4, 1984



Mr. Howard Keeton
City Manager
Gladstone, MI 49837

Mr. Keeton:

This letter is to inform you that the State Lodge of Michigan Fraternal Order of Police Labor Council does not include the persons working in the job classification "Radio operator - clerk" as members of our bargaining unit. This is in accordance with our labor agreement with the City of Gladstone, Schedule "A".

In regards to the hiring of civilian dispatchers for the purpose of improving road coverage and service to the citizens, the union would like to express its following concerns. The union feels that this type of program could be beneficial to the department and the community.

Since the civilian employees would be performing duties now performed by regular full time union members, the following items are submitted to be incorporated into the contract. We believe the following concerns are reasonable and an agreement of mutual understanding can be reached between the city and the union. Your prompt response in this matter would be greatly appreciated.

Item I.

No person covered under the Fraternal Order of Police union in this department will be layed off until all civilian dispatchers have been layed off.

Item II.

Job specification. All duties to be performed by civilian dispatchers will be put in writing and submitted to the union.

Item III.

#11 There will be no further reduction in the work force of members covered under the FOP union contract as long as civilian dispatchers are working.

Member, Fraternal Order
of Police
GLADSTONE PUBLIC SAFETY

Larry L. Claire