



# **GLADSTONE CITY COMMISSION REGULAR MEETING**

City Hall Chambers – 1100 Delta Avenue  
July 24, 2023  
6:00 PM

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## **AGENDA**

### **CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance
3. Roll Call

### **PUBLIC HEARINGS**

4. Public Hearing SAD 2023-323 SW Gladstone Paving Project

### **PUBLIC COMMENT**

### **CONFLICTS OF INTEREST**

### **CONSENT AGENDA**

5. DDA Regular Meeting Minutes of June 20, 2023
6. Parks and Recreation Board Regular Meeting Minutes June 6, 2023
7. City Commission Regular Meeting Minutes of July 10, 2023
8. Payment of Bills

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

9. Wastewater Upgrades Request for Disbursement of Funds Draw #12
10. Planning Commissioner Appointment - Mr. John DeFiore
11. Tentative Police Officers Labor Council Gladstone Public Safety Officer Union Contract
12. Tentative Police Officers Labor Council Gladstone Public Safety Command Union Contract

### **CITY MANAGER'S REPORT**

### **CITY COMMISSION & COMMITTEE REPORTS**

### **BOARDS & COMMISSIONS REPORTS**

### **CITY COMMISSIONER COMMENTS**

### **CITY CLERK COMMENTS**

### **CLOSED SESSION**

### **ADJOURNMENT**

The City of Gladstone will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to

individuals with disabilities at the meeting/hearing upon five days notice to the City of Gladstone. Individuals with disabilities requiring auxiliary aids or services should contact the City of Gladstone by writing or calling City Hall at (906) 428-2311.

Posted: 07-21-2023

Kimberly Berry, MiPMC  
906-428-2311  
[kberry@gladstonemi.gov](mailto:kberry@gladstonemi.gov)

## **RULES FOR PUBLIC COMMENT/ PUBLIC HEARINGS**

### **(Excerpt from City Commission Rules of Procedure Adopted: 11-25-2019)**

#### **A. Public Comment / Public Hearings**

At regular and special meetings of the commission, individuals wishing to be heard may address the commission during the public comment/public hearing periods as set forth in the agenda under the following rules:

1. Each speaker shall state name and address for the record.
2. Each speaker is limited to three (3) minutes of comment unless the presiding officer decides more time is necessary
3. Each speaker shall try to be concise and refrain from repeating comments already addressed by the commission.
4. Speakers who do not cease speaking when asked to do so will be deemed out of order and will not be allowed to address the commission again for the remainder of the meeting; continued disruption will warrant removal from the meeting.
5. The commission shall not decide issues that arise during public comment.
6. Speakers should address the commission through the presiding officer.
7. Commissioners and staff will not debate with the public.
8. Speakers will not verbally attack City Commissioners, City Staff or members of the public attending the meeting. Any such behavior will not be tolerated and any person presenting in this manner will be warned by the Mayor and shall be removed by Public Safety for noncompliance.
9. No vulgar or obscene language will be used by the speakers.
10. Any information the speaker wants to distribute to the Commission must first ask the Chair (Mayor) if they may present the Commission written comments at the meeting.
11. Speakers may not ask questions of the board during this time as the Commission or Staff will not address them during this public comment period.

GLADSTONE



**City of Gladstone, MI**

1100 Delta Avenue  
Gladstone, MI 49837  
www.gladstonemi.org

**MEETING TYPE  
STAFF REPORT**

<b>Agenda Date:</b> 07-24-2023	<b>Eric Buckman, City Manager:</b> EWB
<b>Department:</b> Public Works	<b>Department Head Name:</b> Barry Lund
<b>Presenter:</b> Barry Lund	<b>Kim Berry, City Clerk:</b> KAB

**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:**

Public Hearing for Special Assessment District (SAD) 2023-323 South West Gladstone Paving Project Certified Roll

**BACKGROUND:**

The project will consist of street reconstruction including paving, repaving, curbing, reshaping, storm sewer, and all necessary appurtenances and attachments.

Conduct the required public hearing on Monday, July 24, 2023 at 6:00 PM with notifications to the affected property owners and publication in the Daily Press have been completed as required.

Resolution No. 4 confirms the special assessment roll in the total amount of \$113,600.00. The assessments are payable in eight (8) equal annual installments, commencing November 15, 2023. Interest will accrue on unpaid installments beginning on November 15, 2023 at the rate of 3.00% per annum. Delinquent installments will be subject to penalty and collection fees pursuant to State law and the City Charter.

**FISCAL EFFECT:**

Special Assessment cost in the approximate amount of \$113,600.00

**SUPPORTING DOCUMENTATION:**

Special Assessment Resolution No. 2023-12-SAD-04 South West Gladstone Paving Project Assessor's certified roll of July 10, 2023

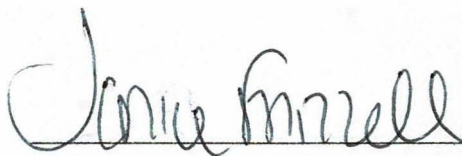
**RECOMMENDATION:**

Approve Special Assessment Resolution No. 2023-13-SAD-04 South West Gladstone Paving Project

State of Michigan, City of Gladstone, Delta County

**TO THE COMMISSION OF THE CITY OF GLADSTONE**

I hereby certify and report that the foregoing is a special assessment roll and the assessment made by myself, on July 10, 2023; pursuant to a resolution of the Commission of the said City, for the purpose of paying that part of the cost which the Commission decided should be paid and borne by special assessment for the South West Gladstone Paving Project and in making such assessment I have, as near as may be according to my best judgment, conformed in all things to the direction contained in the resolution of the Commission herein before referred to in the Charter of the City, relating to such assessment.

A handwritten signature in blue ink that reads "Janice Frizzell". The signature is written in a cursive style and is positioned above a horizontal line.

**Janice Frizzell, Assessor  
City of Gladstone, Delta County**

### Special Assessment 2023-323 Southwest Gladstone Paving Roll

Property Owner Name	Property Address	Parcel Number	FF To Project	SA Total	2023 Assessed Value	Cost Per Year	Legal Description
MICHIGAN NATIONAL GUARD	604 S 18TH ST	052-628-005-00	1272.5	\$ 23,585.23	\$ -	\$ 2,948.15	GC 28 0/2 GL 3-4 L 229 P 333 SEC 2:
GLADSTONE AREA PUBLIC SCHOOLS	SOUTH 18TH ST	052-628-004-00	1133.9	\$ 21,016.34	\$ -	\$ 2,627.04	GC 28 0/2 GL 3-3 SEC 28 T40N R22W
HARDWICK HAYDEN	1621 MINNEAPOLIS AVE	052-150-024-00	182.4	\$ 3,380.70	\$ 67,500.00	\$ 422.59	LOT 24, 25, 26 ASSESSOR'S PLAT NC
HOWES DANIEL & ELICIA	2003 MINNEAPOLIS AVE	052-385-002-00	177.95	\$ 3,298.23	\$ 166,000.00	\$ 412.28	* LOT 2 E.E. LAWRENCE SUBDIVISIO
JACKSON JAMES & ELAINE	1802 DAKOTA AVE	052-580-007-00	128	\$ 2,372.42	\$ 55,100.00	\$ 296.55	. LOT 7, 8 WALCH ADDITION OF CIT
KELLY G SCOTT & JESSICA SMITH	5 LOWRIE AVE	052-509-001-00	188.59	\$ 3,495.43	\$ 174,000.00	\$ 436.93	. LOT 1 OF AMENDED PLAT OF LOTS
LEVEILLE SHIRLEY	1710 MARBLE AVE	052-150-022-00	195	\$ 3,614.24	\$ 106,500.00	\$ 451.78	LOT 22, 23 ASSESSOR'S PLAT NO 1 (
LUSARDI SUBS INC	28 LOWRIE AVE	052-385-004-50	104.18	\$ 1,930.93	\$ 62,600.00	\$ 241.37	PT OF LOT 4 OF THE E.E. LAWRENCI
MALONEY JORDY A & WHITNEY	1724 DAKOTA AVE	052-106-007-00	25	\$ 463.36	\$ 87,600.00	\$ 57.92	LOT 7 & W 1/2 LOT 8 BLK 106 1ST A
MEMORIAL UNITED METHODIST CHURCH	1920 LAKE SHORE DR	052-628-003-30	246.87	\$ 4,575.63	\$ -	\$ 571.95	SEC28 T40N R22W PARCEL A PT OF
NAVIN ARUNA INC	26 LOWRIE AVE	052-385-004-00	230.5	\$ 4,272.22	\$ 227,700.00	\$ 534.03	PT OF LOT 4 E.E. LAWRENCE SUBDI'
PKL LLC	20 LOWRIE AVE	052-385-005-00	243.04	\$ 4,504.64	\$ 177,600.00	\$ 563.08	* LOT 5 E.E. LAWRENCE SUBDIVISIO
RAJALA PAUL J & DALE	1723 MONTANA AVE	052-108-005-00	140	\$ 2,594.84	\$ 103,700.00	\$ 324.35	LOT 5, 6 BLK 108 1ST ADDITION TO
SAULT STE MAIRE TRIBE OF CHIPPEWA	2002 MINNEAPOLIS AVE	052-628-003-91	246.86	\$ 4,575.44	\$ 253,800.00	\$ 571.93	SEC 28 T40N R22W PARCEL B: PT O
SUNDSTROM THOMAS R	1722 MARBLE AVE	052-150-021-00	196.5	\$ 3,642.04	\$ 85,100.00	\$ 455.26	LOT 21 & PARK NO 1 ASSESSOR'S PI
TLC PROPERTIES INC	2006 MINNEAPOLIS AVE	052-385-001-00	318.36	\$ 5,900.66	\$ 142,700.00	\$ 737.58	* LOT 1 E.E. LAWRENCE SUBDIVISIO
TOUSIGNANT THOMAS R	1720 MINNEAPOLIS AVE	052-108-007-00	140	\$ 2,594.84	\$ 50,500.00	\$ 324.35	LOT 7, 8 BLK 108 1ST ADDITION TO
U P PROPERTIES INC	MINNEAPOLIS AVE	052-385-003-00	83.45	\$ 1,546.71	\$ 25,800.00	\$ 193.34	* PT OF LOT 3 E.E. LAWRENCE SUBI
UPPER PENINSULA STATE BANK	1 LOWRIE AVE	052-509-009-00	91.64	\$ 1,698.51	\$ 445,100.00	\$ 212.31	LOTS 2,7,8 & LOT 9 BLK 9 SOUTH GI
UPPER PENINSULA STATE BANK	1 LOWRIE AVE	052-510-005-00	178.81	\$ 3,314.17	\$ 15,500.00	\$ 414.27	LOT 5 BLK 10 EXCEPT PORTION RES
VALENCIC JR JOSEPH	1721 DAKOTA AVE	052-107-006-00	140	\$ 2,594.84	\$ 51,000.00	\$ 324.35	LOT 6 OF BLOCK 107 OF THE FIRST ,
WILAR REALTY LLC	2010 LAKE SHORE DR	052-385-006-00	301.8	\$ 5,593.73	\$ 311,100.00	\$ 699.22	* LOT 6 E.E. LAWRENCE SUBDIVISIO
WILBER MARIOUS KEVIN & HEIDI	1724 MONTANA AVE	052-107-007-00	140	\$ 2,594.84	\$ 65,400.00	\$ 324.35	LOT 7 BLK 107 1ST ADDITION TO CI'
<b>Totals</b>			<b>6105.35</b>	<b>\$ 113,160.00</b>			

Total Project FF	6105.35
Total Assessment	\$ 113,160.00
Cost Per FF	\$ 18.53

**2023-323 SPECIAL ASSESSMENT  
(2023 South West Gladstone Paving Project)**

**RESOLUTION NO. 2023-12-SAD-04**

City of Gladstone  
County of Delta, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Gladstone, County of Delta, State of Michigan, held in the City on July 24, 2023, at 6:00 p.m., Eastern Daylight Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

WHEREAS, the City Commission of the City of Gladstone, County of Delta, State of Michigan (the “City”), after due and legal notice, has reviewed a special assessment roll prepared for the purpose of defraying the cost of certain public improvements as described in Exhibit A attached hereto and made a part hereof, all in accordance with the laws of this State and the City Charter; and

WHEREAS, the City Commission deems said special assessment roll to be fair and equitable as reported to it by the assessor.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll shall be designated “South West Gladstone Paving Project Special Assessment Roll” and the district against which it is spread shall be designated “South West Gladstone Paving Project Special Assessment District”.

2. Said Special Assessment Roll, in the amount of \$113,600.00, as prepared and reported to the City Commission by the assessor, be and the same hereby is confirmed.

3. The City Commission determines based upon information provided by the assessor and other City officials that the market values of the properties in the Special Assessment District will increase as a result of the improvements described in Exhibit A.

4. Said special assessment roll shall be divided into eight (8) equal annual installments, the first installment to be due on November 15, 2023 and the following installments to be due on November 15 of each and every year thereafter, until paid. Said installments shall bear interest from and after November 15, 2023 at the rate of three percent (3.00%) per annum, said interest to be payable annually on each installment due date. Unpaid installments shall be subject to delinquent interest charges, penalties and collection costs as set forth in the City Charter and State law.

5. The assessments made in said special assessment roll are hereby ordered and directed to be collected, and the City Clerk shall deliver said special assessment roll to the City Treasurer, with the City Clerk’s warrant attached, commanding the Treasurer to collect the assessments therein in accordance with the directions of the City Commission with respect thereto, and the Treasurer is directed to collect the amounts assessed as the same become due.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

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Kim Berry, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Gladstone, County of Delta, Michigan, at a regular meeting held on July 24, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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Kim Berry, City Clerk



**EXHIBIT A**

**Public Improvements**

The project will consist of street reconstruction including paving, repaving, curbing, reshaping, storm sewer, and all necessary appurtenances and attachments.



# GLADSTONE DDA REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue  
June 20, 2023  
8:00 AM

## MINUTES

### CALL TO ORDER

DDA Coordinator, Patricia West, called the meeting to order at 8:01 AM ET.

#### 1. Roll Call

PRESENT	ABSENT
Joe Thompson	Taylor Miller - Excused
Daniel Becker	
Jay Bostwick	
Jason Lippens	
Kyle Closs	
Marcey Skwor	
Nathan Neumeier	
Robert LeDuc	

**Staff Present:** Eric Buckman, Patricia West, Renée Barron

### REORGANIZATION OF AGENDA

#### 2. Election of Officers

##### A. Chair

Motion made by Closs, Seconded by Skwor to nominate Jay Bostwick as the DDA Board Chairperson. No other nominations for office.

Roll Call Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Nominee Unanimously Elected***

##### B. Vice-Chair/Secretary

Motion made by Bostwick, Seconded by Thompson to nominate Kyle Closs as the DDA Board Vice-Chair/Secretary. No other nominations for office.

Roll Call Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Nominee Unanimously Elected***

### PUBLIC COMMENT

Mr. John Pickard provided public comment on behalf of the Soo Line Restoration Authority. The authority is building a formal plan to request resources from the City of Gladstone and the DDA.

#### 3. Tax Increment Financing | Informational Meeting #1

DDA Coordinator, Patricia West, presented the first Informational Meeting of 2023 for the DDA's Tax Increment Financing Plan.

#### 4. **DDA Membership Recognition: Linda Howlett**

DDA Membership Recognition: Linda Howlett

Mrs. Linda Howlett was recognized by DDA Chairperson, Jay Bostwick, for her nearly 20 years of service to the Gladstone DDA on behalf of the Gladstone Area Schools.

### **APPROVAL OF MINUTES**

#### 5. **Regular Meeting Minutes - May 9, 2023**

Motion made by Closs, Seconded by Skwor to approve the regular meeting minutes from May 9, 2023.

Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Motion Carried.***

### **FINANCIALS**

#### 6. **April Revenue & Expenditure Report**

The April financials were provided to the DDA for review.

**CONFLICT OF INTEREST:** *None*

### **AMENDMENTS TO THE AGENDA**

Motion made by Bostwick, Seconded by Thompson to schedule a joint meeting with the full DDA, City Commission, and Soo Line Restoration Authority upon the receipt of their formal project plan and resources request.

Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Motion Carried.***

### **UNFINISHED BUSINESS**

#### 7. **North Shore Development**

Renée Barron, Director of Community Development, provided an update on the North Shore Development. Renée and City Manager, Eric Buckman, have met with interested investors and developers who have presented the city with a draft vision for the site. The city is reviewing the vision with department heads to outline infrastructure needs and gather feedback. A follow up meeting is planned for July.

Upon receipt of the draft vision, the City of Gladstone was advised against pursuing the Michigan Spark Grant by Coleman Engineering for the recreation path along the North Shore, so Gladstone's second round application will prioritize the repair of the existing boardwalk, which is submitted through the Parks & Recreation Department.

### **NEW BUSINESS**

#### 8. **Amendments to the DDA By-Laws & Rules of Procedure**

Motion made by Closs, Seconded by Neumeier to amend the Gladstone DDA By-Laws and Rules of Procedure as presented, to then be submitted to the City Commission for final approval.

Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Motion Carried.***

#### 9. **Board Resignation: Taylor Miller**

Motion made by Closs, Seconded by Skwor to accept the resignation of Taylor Miller, with regret, from the Gladstone Downtown Development Authority and post the board vacancy to collect applications.

Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc -

## **10. DDA Subcommittee Assignments**

DDA Subcommittee Assignments were reviewed. The board was in agreement to fill the vacancies below:

- Add Jay Bostwick to the DDA Budget Subcommittee
- Add Marcey Skwor to the Old-Fashioned Christmas Subcommittee
- Add Robert LeDuc to the Redevelopment Ready Committee

## **COMMENTS**

### **11. City Manager**

City Manager, Eric Buckman, provided the following updates:

- **Irish Oaks Golf Course:** Updated the DDA Board on the Irish Oaks Golf Course as it related to the cart-sheds being sold off. A group has also inquired about leasing of the course.
- **Public Safety Contract:** The Public Safety contract has been finalized.
- **Legal Updates:** Updates were provided on open items with the City of Gladstone.
- **Gladstone Tribal Community Health Center:** The Sault Tribe of Chippewa Indians has applied to the Department of Interior to have the land located at 2002 Minneapolis Ave put in trust.
- **North Shore Development:** Property owner, Josh King, has expressed interest in working together towards the North Shore Development.
- **Thank You:** Recognition was given to Linda Howlett for her years of service to the DDA.

### **12. Community Development:** *None*

### **13. DDA Coordinator**

DDA Coordinator, Patricia West, provided an update on the items below.

#### **A. Farmers Market Updates**

Updates were provided on the Gladstone Farmers Market, and recognition was given to Brianna Ecklid, the new Market Coordinator, for her efforts in a successful start to the season.

#### **B. Historical Home Markers**

The board was asked if they had any information on a timeframe or prior commitments to historical home markers. Renée Barron suggested checking old budgets specifically around the year 2015.

#### **C. Upcoming Items**

- Old Fashioned Christmas Planning:** The first Old Fashioned Christmas Planning Meeting will kick-off in July.
- Informational Meeting #2:** It is anticipated that the second Informational Meeting will be presented at a City Commission Meeting in August.
- Parental Leave Details:** It is anticipated that Patricia West will be out on parental leave beginning in September. Renée Barron and Kim Berry will assist with agenda creation and minute taking during her absence. Other responsibilities may fall on the DDA Vice-Chair/Secretary, Kyle Closs.
- Website Updates:** Updates to the DDA webpage will be forthcoming.

### **Other Updates**

- **Delta Force:** Participated in a ride-along with Gladstone Public Safety as part of the Delta Force program.
- **Thank You:** Recognized Linda Howlett for her nearly 20 years of service to the Gladstone Downtown Development Authority.

Item 5.

#### 14. DDA Members

DDA Board Chairperson, Jay Bostick, inquired about the following items and provided the additional updates below.

- **DDA Bike Racks:** The bike racks have not yet been placed downtown. DDA Coordinator, Patricia West, committed to following up with Parks and Recreation on the status of that.
- **Condemned Property of 11 S 9th St:** Patricia West and Renée Barron provided an update on the status of the property.
- **Saloon Pizza Update:** Renée Barron provided an update on the rebuild of the Saloon Pizza
- **Employment Update:** After 23 years with Mainstreet Pizza, Jay Bostwick announced he will be leaving to join Dominos.

The newest DDA Board Member representing Gladstone Area Schools, Nathan Neumeier, introduced himself to the board.

**PUBLIC COMMENT:** *None*

#### ADJOURNMENT

Motion made by Neumeier, Seconded by LeDuc to adjourn at 9:05 AM ET.

Voting Yea: Thompson, Becker, Bostwick, Lippens, Closs, Skwor, Neumeier, LeDuc - ***Motion Carried.***



# GLADSTONE PARKS & RECREATION ADVISORY BOARD

Parks & Recreation Office - 901 Montana Avenue  
June 06, 2023  
6:30 PM

## MINUTES

**MEETING CALL TO ORDER: 6:30pm**

**ROLL CALL: Jeremy Cook, Jay Bostwick, Stacie Carter, Gary Stevenson**

**APPROVAL OF MINUTES: May 2nd, 2023**

A motion was made by Stacie Carter and supported by Jeremy Cook to accept the Recreation Board minutes of May 2nd, 2023, the motion was carried unanimously at 6:36pm.

**CALL TO THE PUBLIC: None**

**STAFF REPORT: None**

**BOARD ANNOUNCEMENTS & REPORTS: None**

**CORRESPONDENCE: None**

**OLD BUSINESS: None**

**NEW BUSINESS:**

**1. Change Fee Schedule for Sports Park:**

A motion was made by Gary Stevenson and supported by Jay Bostwick to change the fee schedule for the Sports Park Ski Hill operations as presented in the attachment, the motion was carried unanimously at 7:29pm.

A motion was made by Jay Bostwick and supported by Jeremy Cook to move to the Rate 7 fee schedule set by Michigan Waterways and increase the West End dockage fees as presented in the attachment, the motion was carried unanimously at 7:34pm.

**2. Disc Golf Competition update:**

Director Davis gave an update on the Disc Golf Tournament held on June 3rd and 4th, There were 77 players with a total purse of \$2,334. It was great day and good turnout. More information can be found at Aloft Disc Golf (aloftdg.com) They are already planning for 2024 Disc Golf Tournament at North Bluff.

**3. Iverson's Home Center Lumber Donation:**

Special thanks! Iverson's Home Center donated 9 - 2x10x14 and 5 - 2x10x16 treated boards to replace the boards on the bleachers at Olson field.

**4. Appoint Two Representatives to Sports Park Subcommittee:**

A motion was made by Stacie Carter and supported by Jay Bostwick to appoint Anne Pfothenhauer and Jeremey Cook to the Sports Park Subcommittee, the motion was carried unanimously at 7:39pm.

**BOARD MEMBER COMMENTS: None**

Item 6.

**ADJOURNMENT:**

*A motion was made by Jay Bostwick and supported by Stacie Carter to adjourn at 7:42pm.*

PARKS AND RECREATION  
2023-2024

	Fee Item	Resident	Non Resident	Notes	
Facility Rentals	Kids Kingdom Pavilion	\$ 50.00	\$ 80.00	per day	
	Large Pavilion	\$ 80.00	\$ 120.00	per day	
	Beach House	\$ 70.00	\$ 120.00	per day	
	Gazebo	\$ 25.00	\$ 40.00	per day	
	Ski Chalet		\$ 100.00	\$ 150.00	Mon-Thur
			\$ 400.00	\$ 500.00	1-day (Fri, Sat or Sun)
			\$ 700.00	\$ 800.00	2-day (Fri & Sat or Sat & Sun)
			\$ 100.00	\$ 100.00	3-hour block Grad week-end only
		\$ 100.00	\$ 100.00	Weekday Security Deposit	
	\$ 250.00	\$ 250.00	Weekend Security Deposit		
Ballfields	Bayshore Ballfied	\$ 225.00	\$ 225.00	Per reserved day of the week for season	
	Bayshore Ballfied	\$ 100.00	\$ 100.00	Per season for football	
	Besse Complex Ballfield	\$ 10.00	\$ 10.00	Per 1-1/2 hours for non-contract holders games and practices	
	Besse Complex Tournaments	\$ 300.00	\$ 300.00	per week-end tournament (Fri,Sat,Sun)	
	Besse Complex Concession	\$ 100.00	\$ 100.00	per single day event	
Ski & Tubing	Skiing	\$ 12.00	\$ 12.00	per day	
	Preschool Skiing	\$ 4.00	\$ 4.00	per day	
	Combo	\$ 18.00	\$ 18.00	Skiing & 1/2 day tubing per day	
	Tubing	\$ 10.00	\$ 10.00	1/2 day	
	Skiing Membership		\$ 150.00	\$ 175.00	Single \$130 & \$150
			\$ 250.00	\$ 290.00	Family \$230 & \$265
	Tubing Membership		\$ 110.00	\$ 135.00	Single \$90 & \$110
			\$ 170.00	\$ 205.00	Family \$150 & \$180
	Combo Membership		\$ 220.00	\$ 265.00	Single \$180 & \$210
			\$ 380.00	\$ 450.00	Family \$290 & \$335
Private Tubing Parties	Less than 50 people	\$	105.00	per hour \$85	
	50-75 people	\$	130.00	per hour \$110	
	76-100 people	\$	155.00	per hour \$135	
	101-150 people	\$	180.00	per hour \$160	
	151-200 people	\$	250.00	per hour \$200	
	over 200 people	\$	350.00	per hour \$300	
	tow attendant	\$	70.00	per hour \$55	
Harbor	North Wall 25'	\$	1,525.00	\$1,300	
	East Wall 30' Pier	\$	1,830.00	\$1,560	
	East Wall 45' Pier	\$	2,745.00	\$2,340	
	West End	\$	800.00	build your own dock \$700	
	Transient		25' and less = \$25.00/day >25' = \$1.00/foot/day	Variable rate set by MI State Waterways Commission	



**PARKS AND RECREATION  
2023-2024**

Item 6.

Item 6.

	<b>Fee Item</b>	<b>Resident</b>	<b>Non Resident</b>	
<b>Boat Ramp</b>	Daily	\$ 5.00	\$ 5.00	
	Seasonal	\$ 30.00	\$ 40.00	
	Senior Seasonal	\$ 20.00	\$ 30.00	over 62 years old

	<b>Fee Item</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<b>Campground</b>	Tent Site	\$ 15.00	\$ 105.00	NA
	Electric	\$ 25.00	\$ 175.00	\$ 575.00
	Water & Electric	\$ 30.00	\$ 210.00	\$ 690.00
	Full	\$ 35.00	\$ 245.00	\$ 805.00

\*Campground monthly rates reflect 7 free days

\*Campground rates approved by City Commission 3/22/21

GLADSTONE



# GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue

July 10, 2023

6:00 PM

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## MINUTES

Mayor Thompson called the meeting to order, gave the Invocation followed by the Pledge of Allegiance and Clerk Berry called the roll.

**PRESENT: Mayor Joe Thompson; Commissioners Brad Mantela, Rob Pontius, and Greg Styczynski**

**ABSENT: Commissioner Judy Akkala – Excused**

Mayor Thompson opened the public hearing on Special Assessment District (SAD) South West Gladstone Paving Project at 6:03 PM with the following individuals speaking:

Heidi Wilber, 1724 Montana Avenue spoke and submitted the following in writing:

This is what people see on this.

Being at this meeting makes me feel like I'm <sup>only</sup> a number in which I am.

The # 1724 because that's my home.  
3 reasons why people are not here is because

1. Can afford to pay the amount ~~asked~~ <sup>given to them to pay</sup> ~~because~~
2. People know that their voice will not matter and that this is already a done deal
3. Gladstone citizens have no idea that this will be pushed upon them in the next yr. and beyond

Those that are here include:

1. those trying to say that they can't afford this fee that is being pushed upon them because they live paycheck to paycheck or live off SS and have no way either of paying this because of a set income

~~Reasons why people are not here~~

Going back to my opening statement about being a number is not <sup>an</sup> accurate statement.

It is when people who want and desire change to take place want all people to conform to their idea and all are treating as a number.

I am a wife, mom, grandmother, hairdresser, <sup>who</sup> nurse, chauffeur, worker, construction worker, ~~and~~ care taker, and unpaid helper to those around me.

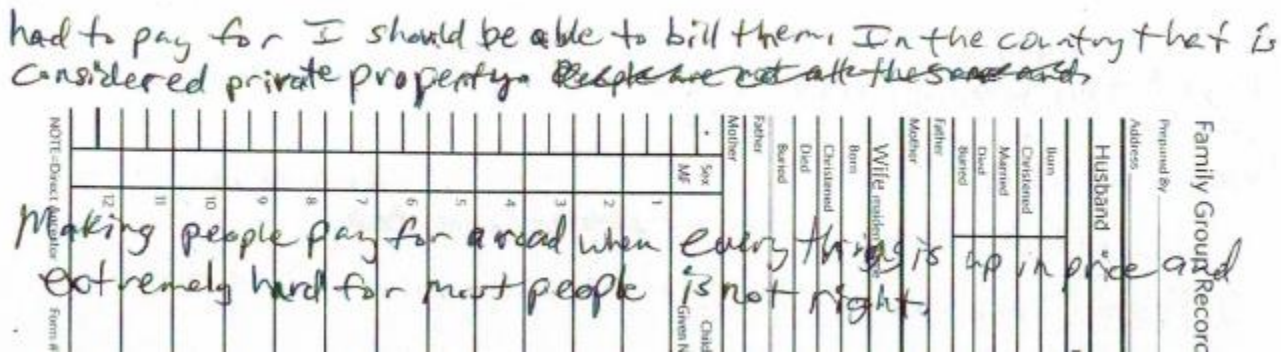
3 care accidents, 4 surgeries, 3 bulging discs in neck and back, need 2 more elaborate surgeries to fuse bones, and cut a tendon <sup>desire</sup> me.

Saying the Pledge of Allegiance is telling me this is a land of freedom but for who? These past 2 yrs cost have doubled or tripled. Trying to

even make it the next paycheck is impossible. ~~Talking~~ Having lost my mother 3 yrs ago this month and her Bday on the 20th is not easy to cope with. Losing my father last Nov was sudden. This road takes

away all thoughts of having <sup>to put any</sup> money at all for a headstone or for food and bills for our family. A road that when talked about

Does not even need to be red one but its added to another road that does need work. This shouldn't be ~~repeating~~ <sup>allowed to</sup> happen. Our taxes need



There being no further public input Mayor Thompson closed the public hearing at 6:11PM.

**2023-323 SPECIAL ASSESSMENT  
 (2023 South West Gladstone Paving Project)**

**RESOLUTION NO. 2023-10-SAD-02**

City of Gladstone  
 County of Delta, State of Michigan

The following preamble and resolution were offered by Commissioner Mantela and supported by Commissioner Pontius:

WHEREAS, the City of Gladstone, County of Delta, State of Michigan (the “City”), through its City Clerk, pursuant to Chapter XI of the City Charter, did cause legal and due notice of a public hearing to be mailed to property owners and published in a newspaper of general circulation in the City; and

WHEREAS, the City Commission met and conducted said public hearing on July 10, 2023, at 6:00 p.m., Eastern Daylight Time as provided in the notice; and

WHEREAS, the City Commission desires to proceed with the proposed public improvements described in Exhibit A hereto; and

WHEREAS, the City Commission is prepared to approve the special assessment district described in Exhibit B hereto as amended with corrections presented at the July 10, 2023 public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Commission hereby determines that the public improvements described in Exhibit A attached hereto and made a part hereof are necessary for the health, safety, and welfare of the City and that said public improvements shall be made and completed.

2. The City Commission hereby approves the plans and estimate of cost for the public improvements in the total sum of \$270,581 as prepared and presented by City of Gladstone Public Works Department. Of the total cost for the public improvements, \$113,160 shall be spread against the hereinafter named special assessment district.

3. The City Commission finally determines that said special assessment district shall consist of all of the lots and parcels of land described in Exhibit B as corrected and attached hereto, that the district shall be designated as the "South West Gladstone Paving Project" Special Assessment District", and that the existence of said special assessment district shall be maintained until all special assessments payable on the special assessment roll hereinafter described, and any bonds issued in anticipation of such special assessments, have been paid.

The City Commission determines that the assessment shall be according to frontage, and that the assessor shall assess to each lot or parcel of land such relative

portion of the whole amount to be levied as to the length or front of such premises abutting upon the improvement bears to the whole frontage of all lots to be assessed, unless on account of the shape or size of any lot, an assessment for a different number of feet would be more equitable.

4. The City Commission determines that the number of installments in which the special assessments may be paid shall be eight (8), the first of which shall be due and payable on November 15, 2023, and subsequent installments to be due and payable on November 15 of each year thereafter. Said installments shall bear interest from and after November 15, 2023 at the rate of three percent (3.00%) per annum, said interest to be payable annually on each installment due date. Unpaid installments shall be subject to delinquent interest charges, penalties and collection costs as set forth in the City Charter and State law.

5. The City Assessor is directed to make a special assessment roll in which shall be described all the parcels of land to be assessed as set forth above, with the names of the owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be such relative portion of the whole sum to be levied against all parcels of land in the assessment district as the benefit to such parcel of land bears to the total benefit of all parcels of land in the special assessment district.

6. When the City Assessor shall have completed the special assessment roll, the City Assessor shall affix thereto a certificate stating that said roll was made pursuant to a resolution of the City Commission of the City adopted on the date of adoption of this resolution, and that in making the assessment roll the Assessor has, according to the

Assessor's best judgment, conformed in all respects to the directions contained in said resolution and the statutes of the State of Michigan, and the Assessor shall then report the special assessment roll, with the certificate attached thereto, to the City Commission.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and they hereby are rescinded.

AYES: Mayor Thompson, Commissioners Mantela, Pontius and Styczynski

NAYS: None

ABSENT: Commissioner Akkala - Excused

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Gladstone, County of Delta, Michigan, at a regular meeting held on July 10, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Kim Berry, City Clerk

**EXHIBIT A**

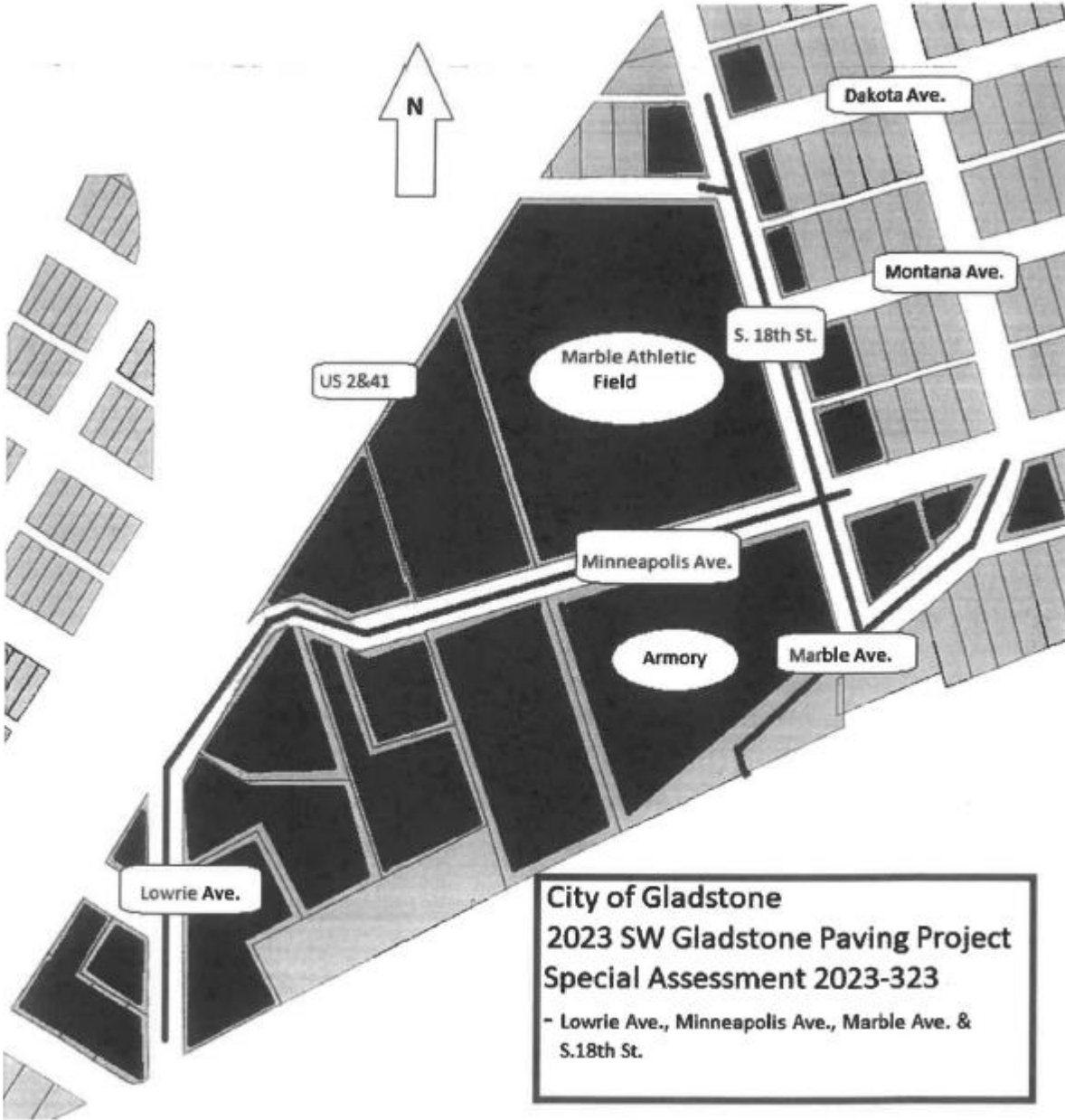
**Public Improvements**

The project will consist of street reconstruction including paving, repaving, curbing, reshaping, storm sewer, and all necessary appurtenances and attachments.



**EXHIBIT B**

**Special Assessment District**



The following spoke under public comment:  
Delta County Commissioner, Steve Viau, 817 Delta Avenue

Motion by Commissioner Mantela; seconded by Commissioner Pontius to approve the consent agenda.

**MOTION CARRIED**

**2023-323 SPECIAL ASSESSMENT  
(2023 South West Gladstone Paving Project)  
RESOLUTION NO. 2023-11-SAD-03**

City of Gladstone  
County of Delta, State of Michigan

The following preamble and resolution were offered by Commissioner Mantela and supported by Commissioner Styczynski:

WHEREAS, by resolution previously adopted, the City Commission determined to acquire and construct certain public improvements (the "Improvements") more particularly described in Exhibit A attached hereto and made a part hereof, and assess a portion of the cost thereof to the properties benefitted by the Improvements in the special assessment district described in Exhibit B attached hereto and made a part hereof, all in accordance with Chapter XI of the Gladstone City Charter; and

WHEREAS, by resolution previously adopted, the City Commission directed the Assessor to prepare a special assessment roll and file it with the City Clerk; and

WHEREAS, the Assessor has prepared and has filed with the City Clerk a special assessment roll assessing part of the cost of the Improvements to the properties benefitted thereby; and

WHEREAS, the City Commission desires to set the date for a public hearing to review the special assessment roll and hear objections thereto.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The special assessment roll presented by the Assessor shall be filed in the office of the City Clerk and shall be available for public inspection during regular working hours on regular working days.

2. The City Commission shall meet at 6:00 p.m., Eastern Daylight Time, on Monday, J Item 7.  
24, 2023 in the Commission Chambers to review the said special assessment roll and hear any objections thereto.

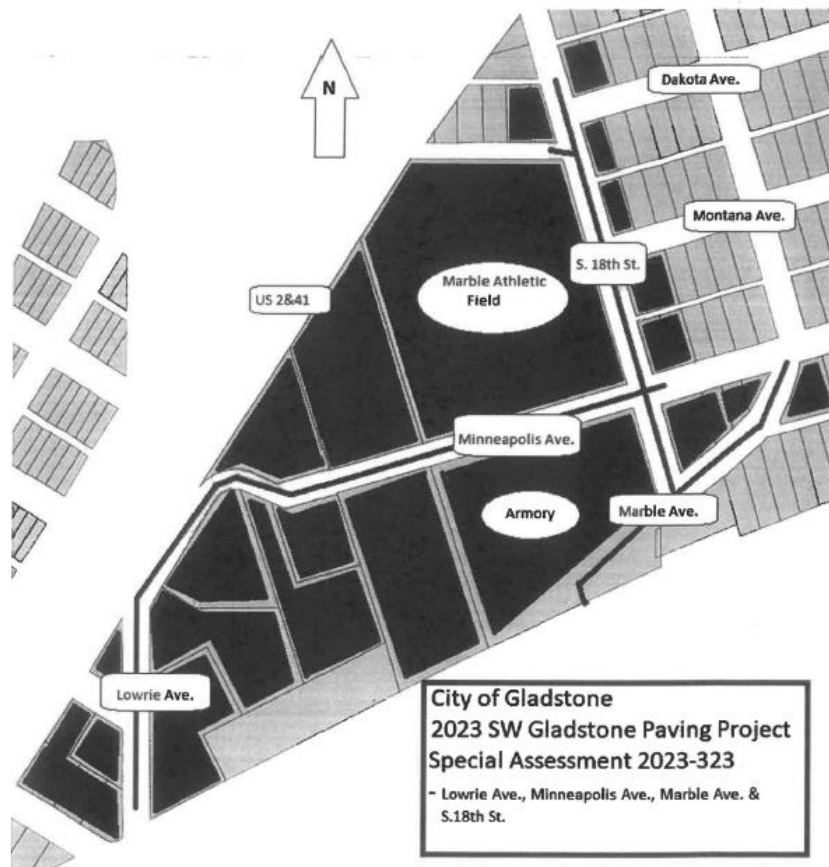
3. The City Clerk is hereby authorized to cause notice of such hearing to be published once prior to said hearing in the *Daily Press*, a newspaper of general circulation in the City, at least five (5) days before the time of hearing, and shall cause notice of such hearing to be mailed by first-class mail to all record owners of or persons in interest in property in the special assessment district as shown on the last general tax assessment roll of the City at least ten (10) days before the time of said hearing.

4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING ON SPECIAL ASSESSMENT IMPROVEMENTS  
BY THE CITY COMMISSION OF THE CITY OF GLADSTONE

TO ALL PROPERTY OWNERS  
OF THE FOLLOWING DESCRIBED LANDS:

All parcels as shown on the following map as assessed parcels:



PLEASE TAKE NOTICE that a special assessment roll has been prepared for the purpose of defraying part of the cost of the following described public improvements:

The project will consist of street reconstruction including paving, repaving, curbing, reshaping, storm sewer, and all necessary appurtenances and attachments.

The special assessment roll is on file for public examination with the City Clerk.

Item 7.

PUBLIC NOTICE IS HEREBY GIVEN that the City Commission will meet on Monday, the 24th day of July 2023 at 6:00 p.m., Eastern Daylight Time, in the Commission Chambers, located at City Hall, 1100 Delta Avenue, Gladstone, Michigan, for the purpose of reviewing the special assessment roll and hearing any objections thereto.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter delivered to the City Clerk at or prior to the meeting to be held on July 24, 2023, and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty-five (35) days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

Kim Berry  
City Clerk  
City of Gladstone

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby rescinded.

AYES: Mayor Thompson, Commissioners Mantela, Pontius and Styczynski

NAYS: None

ABSENT: Commissioner Akkala - Excused

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Gladstone, County of Delta, Michigan, at a regular meeting held on July 10, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

\_\_\_\_\_ Kim Berry, City Clerk

## **EXHIBIT A**

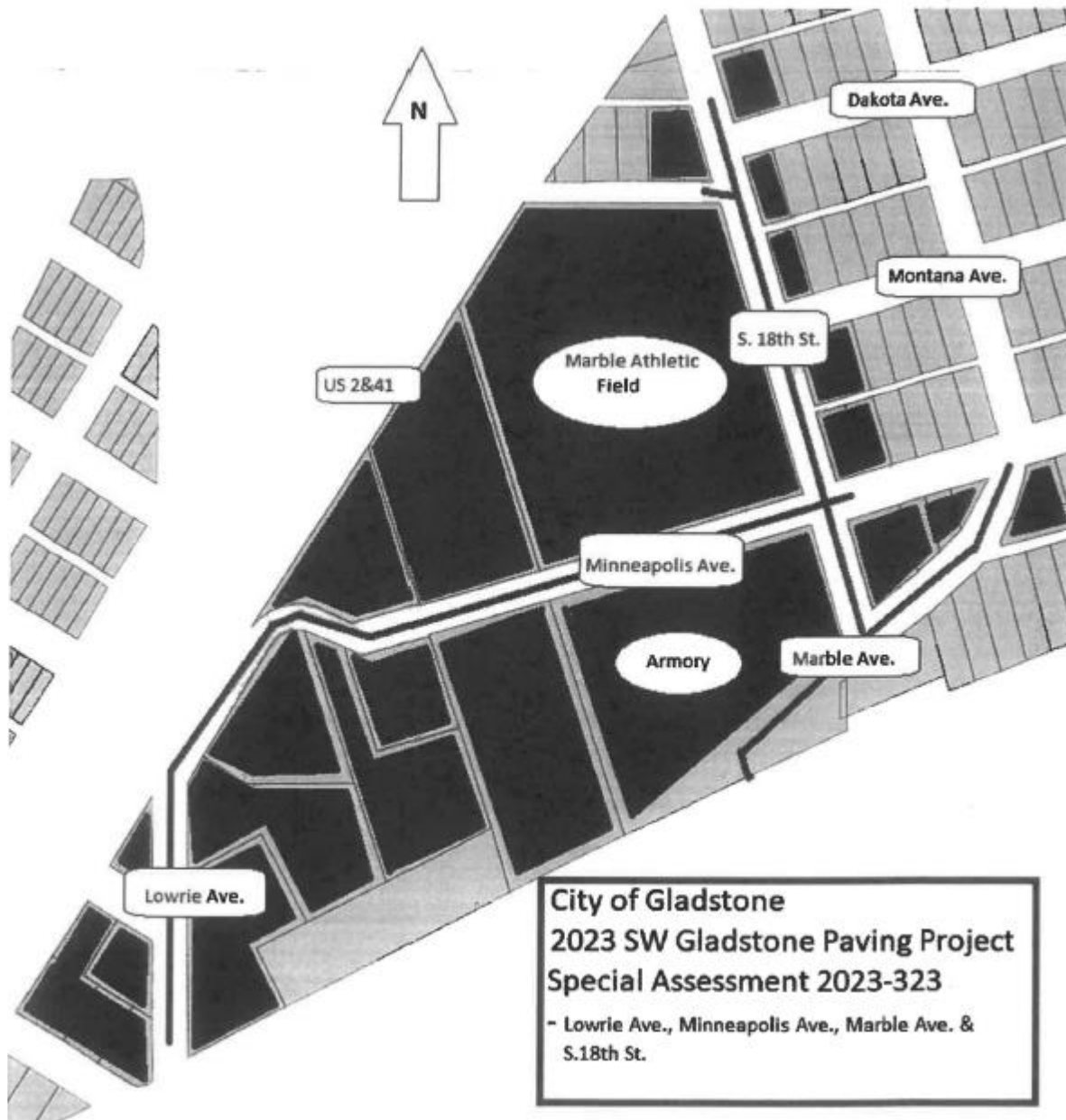
### **Public Improvements**

The project will consist of street reconstruction including paving, repaving, curbing, reshaping, storm sewer, and all necessary appurtenances and attachments.

## **EXHIBIT B**

### **Special Assessment District**

All parcels as shown on the following map:



Motion Mayor Thompson; seconded by Commissioner Mantela to approve the Snophylers Storage building and authorize Mayor Joe Thompson and City Clerk Kim Berry to sign lease agreement for land at 1005 29<sup>th</sup> Street as presented with the amendment to add to subsection 6 ALTERATIONS, CHANGES AND ADDITIONS:

No structural change, alteration or addition shall be made by LESSEE to the demised property without the prior written consent of the LESSOR, and any such change, alteration, or addition to or on the premises made with the aforesaid written consent of the LESSOR shall be at the LESSEE'S expense and shall remain for the benefit of and become the property of the LESSOR, unless proved in the written consent. If LESSOR changes the contract during the

initial twenty (20) year period or if the LESSOR chooses to not continue the lease for the additional twenty (20) year at the LESSEE request the LESSOR will pay the LESSEE fair market value of any real improvements to the property. If LESSEE fails to meet the terms of this contract, LESSEE forfeits rights to all improvements made to the property.

MOTION CARRIED

Motion by Mayor Thompson; seconded by Commissioner Styczynski to amend the Gladstone DDA By-Laws and Rules of Procedure as presented and recommended by the DDA Board.

MOTION CARRIED

Motion by Commissioner Mantela; seconded by Commissioner Styczynski to approve the Encroachment Agreement with 604 Loueda and authorize Mayor Joe Thompson and Clerk Kim Berry to sign.

MOTION CARRIED

Motion by Mayor Thompson; seconded by Commissioner Mantela to allow the summer tax due date to be extended to September 14, 2023.

MOTION CARRIED

Motion by Commissioner Styczynski; seconded by Commissioner Mantela to authorize the purchase of ten (10) AXON body-cams and software per the Quote, payment made in yearly installments for the next five (5) years and allow Director Ron Robinson to apply for the Michigan Municipal Risk Management Authority RAP grant.

MOTION CARRIED

Motion by Commissioner Mantela; seconded by Commissioner Styczynski to approve change order #5 as recommended by C2AE Engineering for a net decrease of the contract price \$57,379.00.

MOTION CARRIED

Motion by Commissioner Mantela; seconded by Mayor Thompson to approve the request for disbursement of funds Draw #11 totaling \$872,282.00 for the Wastewater Upgrades Project.

MOTION CARRIED

Motion by Commissioner Styczynski; seconded by Commissioner Pontius to approve the Fernwood Cemetery Rules and Regulations as presented and recommended by the City of Gladstone Fernwood Cemetery Committee.

MOTION CARRIED



Motion by Commissioner Mantela; seconded by Commissioner Styczynski to approve the Fernwood Cemetery Green Burial Section Rules as presented and recommended by the City of Gladstone Fernwood Cemetery Committee.

#### MOTION CARRIED

Motion by Commissioner Mantela; seconded by Mayor Thompson to direct the Locomotive Club to submit written plans to the City Manager to begin the required review process and submit required receipts to allow the City to transfer funding to the Locomotive Club's Community Foundation account.

#### MOTION CARRIED

Manager Buckman reported on the following:

- Attended the monthly DATA meeting
- Held a Zoom meeting regarding North Shore, working on revised site plan and utility estimates
- Attended the monthly DDA meeting
- Attended the monthly Safety Committee meeting; participated in DPW safety inspection, the staff did a great job a substantial improvement to the facility
- The clerk, DPW Superintendent, Assessor and I held an informational meeting regarding this year's paving and special assessment. It was attend very well and good conversations and education of how special assessments, taxes and road funding work
- Congratulations to Public Safety Officer Mike Willemsen on his pending retirement in August. He has 30+ years of service
- Community Development Director and I met with 911, Gladstone Schools and Public Safety regarding adding an antenna to our monopole, we are checking with Tower Consultants
- Met with the Ski Hill Subcommittee regarding future plans
- The 4th of July went well, good attendance, no major injuries or accidents, a close call during parade involving a child running out to catch candy – there is no throwing candy from floats for this very reason. Thank you to Parks & Recreation Director Jason Davis, Parks Maintenance Robert Brown seasonal employee Krystin Madalinski, all the seasonal employees and volunteers

There being no further business before the Commission, Mayor Thompson adjourned the meeting at 7:27 PM.

---

Mayor Joe Thompson

---

City Clerk Kimberly Berry

**City Gladstone  
Payment of Bills  
July 24, 2023**

<b>Fund</b>	<b>Description</b>		<b>Amount</b>
Electric	Bell Lumber and Pole Invoice #INV-021352	\$	24,309.48
General	Northern Lights YMCA, Inc. Invoice# 9872	\$	7,863.95
Streets	Payne & Dolan Invoice 408142-01	\$	6,240.00
EDC	Delta County Economic Development Alliance Invoice #644	\$	7,000.00
<b>Total Bills Over \$5,000 for Commission Approval</b>			<b>\$ 45,413.43</b>

**\*\*Not Budgeted**



# Invoice

## REMIT TO:

**Bell Lumber and Pole**  
**Bin # 131418**  
**PO Box 1414**  
**Minneapolis, MN 55480**

Number: INV-021352  
Invoice date: 7/10/2023  
BOL: 177343  
Sales order: BLP-012583  
Purchase Order No.: 1315  
Invoice account: CITYGLA  
Salesperson: DavisJim

**Bill To: City of Gladstone**  
1100 Delta Avenue  
Gladstone, MI 49837

**Ship To: City of Gladstone**  
624 Clark Dr  
Gladstone, MI 49837

Item number	Description	Quantity	Unit	Total Each	Amount
P-RP-045-03-FLP	P-RP-045-03-FLP	10.00	ea	\$723.63	\$7,236.30
P-RP-040-03-FLP	P-RP-040-03-FLP	26.00	ea	\$568.62	\$14,784.12

582-000-103-000

J.O.

<b>Freight</b>	\$2,289.06	<b>Subtotal</b>	\$24,309.48
		<b>Tax</b>	\$0.00
		<b>Total</b>	\$24,309.48 <b>USD</b>

Bell Lumber and Pole  
778 1st Street NW  
New Brighton, MN 55112

Telephone (651) 633-4334

Payment Net 30 Days

Page 1 of 1

BILL OF LADING - SHORT FORM - NOT NEGOTIABLE

**BELL LUMBER & POLE COMPANY**

177343

P. O. Box 120786 New Brighton, MN 55112  
 Yard Phone: 651-633-4334 Yard Fax: 651-633-8852

Date: 7/10/2023

**SHIP FROM**

FROM Bell Lumber & Pole Co - New Brighton-WQC  
 Address: 778 First Street NW  
 Origin New Brighton, MN

Carrier Name OTTO TRANSFER INC.

SCAC:

Freight Charge Terms (Freight charges are prepaid unless marked otherwise):

Prepaid  Collect  3rd Party

City of Gladstone

**SHIP TO**

CONSIGNEE TO City of Gladstone  
 Address 624 Clark Dr  
 Gladstone, MI 49837

Lading Number: **177343**

Work Order 143078-10

Customer PO Num 1315

Type: Self Unload

LWS

Contacts: Please contact the Gladstone 24 hour phone line at 906-280-3699 24 hours prior to delivery.

DESCRIPTION OF ARTICLES AND SPECIAL MARKS Received By:

624 Clark Dr Gladstone, MI 49837

Qty	Product	Framing	PO Number	Other PO	Item Number	Deck
26	RP FLP	3/40	Mod W1 1G (N1)			201-WQC
10	RP FLP	3/45	Mod W1 1G (N1)			201-WQC
36	Weight: 39798 #					Wood Utility Poles

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_"

COD Amount: \$

Fee terms: Collect  Prepaid  Customer check acceptable

**Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC § 14706(c)(1)(A) and (B).**

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications, and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations

The carrier shall not make delivery of this shipment without payment of charges and all other lawful fees.

Shipper Signature

SHIPPER Bell Lumber Pole Company

PER

Print Date 7/10/2023 Date Actual


Trailer Loaded:

By shipper  
 By driver

Internal Yard Doc  
 NB-15947

Freight Counted: Carrier Signature/ Pickup Date

By shipper  
 By driver

 7-10-23  
 Carrier acknowledges receipt of packages and required placards  
 Carrier certifies emergency response information was made  
 available and carrier has the DOT emergency response  
 guidebook or equivalent documentation in the vehicle. Property  
 described above is received in good order, except as noted.

Copies: White & Canary - Office Pink - Customer Goldenrod - Carrier

# Invoice Item 8.

Northern Lights YMCA, Inc.

Date	Invoice #
7/12/2023	9872

<b>Bill To</b>
City of Gladstone Attn: Jason Davis 1100 Delta Ave Gladstone, MI 49837

Delta Program Center P.O. Box 602 Escanaba, MI 49829 rsilta@nymca.com (906) 789-0005
--

Dickinson Program Center 800 Crystal Lake Blvd. Iron Mountain, MI 49801 rsilta@nymca.com (906) 774-4076
---

101-755-800.000 JD

Description	Qty	Rate	Amount
Lifeguard Services - 1 installment	1	7,863.95	7,863.95

Thank you for your partnership with the YMCA!

<b>Total</b>	\$7,863.95
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$7,863.95



# INVOICE

**TO:** City of Gladstone  
1100 Delta Ave  
Gladstone MI 49837

**DATE:** July 10, 2023  
**PROJECT MANAGER:** Tom Ritter  
**CUSTOMER #:** 113502  
**INVOICE #:** 408142-01

**JOB NAME:** City of Gladstone Park Ave Patch

For furnishing the necessary labor, materials and equipment to complete the above named project as follows:

For work completed on Park Ave

		<u>CURRENT BILLING</u>		
	Units	UOM	Unit Price	Total
HMA Paving	26.00	TN	\$ 240.00	\$ 6,240.00
<b>TOTAL AMOUNT DUE THIS INVOICE</b>				<b>\$ 6,240.00</b>

*If you have any questions or concerns on this invoice, please contact : Robyn Potvin @ 906-428-5103*  
Thank you.

Remit To: P.O. Box 781 ~ Waukesha, WI 53187-0781  
906-428-1008 ~ FAX 906-428-2823

Delta County Economic Development Alliance  
1001 Lincoln Rd  
Escanaba, MI 49829 US  
(906) 786-2192  
sheila@deltami.org  
www.deltami.org

# Invoice

**BILL TO**  
Gladstone, City of  
City of Gladstone  
Vicki Schroeder  
PO Box 32  
Gladstone, MI 49837

**SHIP TO**  
Gladstone, City of  
City of Gladstone  
Vicki Schroeder  
PO Box 32  
Gladstone, MI 49837

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
644	06/29/2023	\$7,000.00	07/29/2023	30 Days	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Public	Delta County EDA FY 2023 Contribution	1	7,000.00	7,000.00
		BALANCE DUE			<b>\$7,000.00</b>

GLADSTONE



# City of Gladstone, MI

1100 Delta Avenue  
Gladstone, MI. 49837  
www.gladstonemi.org

## Staff Report

Agenda Date: July 24, 2023

Eric Buckman, City Manager: \_\_\_\_\_

Department: Wastewater

Department Head Name: Rodney Schwartz

Presenter: Rodney Schwartz

Kim Berry, City Clerk: \_\_\_\_\_

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:** Wastewater Upgrades Request for Disbursement of Funds Draw #12.

**BACKGROUND:** According to the procedures required by Michigan Finance Authority State Revolving Loan Fund documents, requests for reimbursement of funds requires Commission approval before sending to the State. Draw #12 includes C2AE invoice # 74976 totaling \$28,368.52 and Staab Construction payment #13 totaling \$1,157,418.90.

**FISCAL EFFECT:** \$1,185,788.00

**SUPPORTING DOCUMENTATION:** Request for Disbursement of Funds Draw #12 packet.

**RECOMMENDATION:** Approve Request for Disbursement of Funds Draw #12 totaling \$1,185,788.00.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
 FINANCE DIVISION - WATER INFRASTRUCTURE FINANCING SECTION

**DRINKING WATER STATE REVOLVING FUND (DWSRF),  
 CLEAN WATER STATE REVOLVING FUND (CWSRF), AND  
 STRATEGIC WATER QUALITY INITIATIVES FUND (SWQIF)  
 REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52, 53, AND 54, 1994 PA 451.

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project # <b>5727-01</b>	B. Request # <b>12</b>	C. Period Covered by Request 5/25/2023 to 06/28/2023 (M/D/Y) (M/D/Y)	D. Request Type <input checked="" type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN <b>38-6004686</b>	F. Loan Amount <b>\$21,305,000</b>
G. Recipient's Name: City of Gladstone					Phone # 906-428-2311
Address: City Hal, 1100 Delta Avenue, Gladstone, MI 49837					
H. Recipient's Bank Name: Baybank					Phone # 906-428-4040
Address: 104 S. 10th Street, Gladstone, MI 49837					
Account Name: Checking				ABA #	Account #
Special Instructions: NA					
<b>I. Budget Items (round amounts to the nearest dollar)</b>				<b>Approved Amount Incurred this Period</b>	<b>Approved Amount Incurred to Date</b>
1. ASSET MANAGEMENT PROGRAM/FISCAL SUSTAINABILITY COSTS					\$0.00
2. PLANNING COSTS					\$0.00
3. RATE METHODOLOGY DEVELOPMENT COSTS					\$39,896.00
4. DESIGN ENGINEERING COSTS					\$1,309,660.00
5. LEGAL/FINANCIAL SERVICE FEES					\$73,625.00
6. ADMINISTRATIVE COSTS					\$2,488.00
7. BOND COUNSEL FEES					\$65,000.00
8. BOND ADVERTISEMENT COSTS					\$6,533.00
9. BID ADVERTISEMENT COSTS					\$0.00
10. CAPITALIZED INTEREST					\$0.00
11. LAND ACQUISITION/RELOCATION COSTS					\$0.00
12. LAND PURCHASE COSTS					\$0.00
13. CONSTRUCTION ENGINEERING COSTS				\$28,369.00	\$517,021.00
14. CONSTRUCTION COSTS (bid contracts)				\$1,157,419.00	\$7,442,734.00
15. CONSTRUCTION COSTS (force account)					\$0.00
16. EQUIPMENT COSTS					\$0.00
17. OTHER PROJECT COSTS					\$0.00
18. ADJUSTMENTS DUE TO OTHER FUNDING					\$0.00
19. TOTAL AMOUNT INCURRED THIS PERIOD				\$1,185,788.00	
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					\$9,456,957.00
21. AMOUNT PREVIOUSLY DISBURSED					\$8,271,170.00
22. AMOUNT REQUESTED FOR DISBURSEMENT					\$1,185,787.00

I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.

Authorized Representative Name (Print or Type): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER  
 OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE**

**FOR EGLE USE ONLY:**

Approved by EGLE Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(EQP 3522 REV 3-31-22)



**Please Remit Payment To:**  
**106 West Allegan Street Suite 500**  
**Lansing, MI 48933**  
**1-866-454-3923**

June 30, 2023  
 Project No: 21-0210  
 Invoice No: 74976

Eric Buckman  
 City of Gladstone  
 1100 Delta Avenue  
 Gladstone, MI 49837-0032

Project 21-0210 Gladstone 2021 WWTP Improvements

**Professional Services for the period ending June 18, 2023**

Phase 02 General Engineering

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0023 Basis of Design	357,000.00	100.00	357,000.00	357,000.00	0.00
0030 Preliminary Engineering	715,000.00	100.00	715,000.00	715,000.00	0.00
0031 Final Engineering	171,000.00	100.00	171,000.00	171,000.00	0.00
0032 Bidding and Negotiating	35,000.00	100.00	35,000.00	35,000.00	0.00
0040 General Engineering	323,000.00	90.00	290,700.00	285,510.00	5,190.00
0060 Post Construction Engineering	17,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,618,000.00</b>		<b>1,568,700.00</b>	<b>1,563,510.00</b>	<b>5,190.00</b>
<b>Total Fee</b>					<b>5,190.00</b>
<b>Total this Phase</b>					<b>\$5,190.00</b>

Phase 04 Additional Engineering

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0052 Part I and Part II	20,000.00	100.00	20,000.00	20,000.00	0.00
Construction Survey	9,000.00	3.1167	280.50	280.50	0.00
0061 Construction Compaction Testing	13,000.00	30.00	3,900.00	2,807.10	1,092.90
0070 Soil Bores	16,500.00	70.6667	11,660.00	11,660.00	0.00
<b>Total Fee</b>	<b>58,500.00</b>		<b>35,840.50</b>	<b>34,747.60</b>	<b>1,092.90</b>
<b>Total Fee</b>					<b>1,092.90</b>
<b>Total this Phase</b>					<b>\$1,092.90</b>

Phase 06 Resident Project Representative

Invoices are due upon receipt.

Project	21-0210	Gladstone 2021 WWTP Improvements	Invoice	74976
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Aalsburg, Chloë	5/28/2023	.25
Eagle, Stacy	6/4/2023	7.50
Eagle, Stacy	6/11/2023	.50
Eagle, Stacy	6/18/2023	11.00
Haapapuro, Jacob	5/21/2023	39.00
Haapapuro, Jacob	5/28/2023	39.50
Haapapuro, Jacob	6/4/2023	23.50
Haapapuro, Jacob	6/11/2023	39.50
Haapapuro, Jacob	6/18/2023	20.00
		180.75

**Total Labor** **22,071.92**

Fleet Vehicle 33 Dodge RAM

**Line 13 Construction Engineering**

**13.70**

**Total this Phase** **\$22,085.62**

**Total this Invoice** **\$28,368.52**

**Outstanding Invoices**

Number	Date	Balance
74860	5/22/2023	21,417.08
<b>Total</b>		<b>21,417.08</b>

Remit to: **STAAB CONSTRUCTION CORPORATION**  
**1800 LAEMLE AVE**  
**MARSHFIELD, WI 54449**

**Contractor's Application for Payment No. 13**

Application Period: <b>05/25/23 to 6/28/2023</b>		Application Date: <b>06/28/23</b>
To (Owner): <b>CITY OF GLADSTONE</b>	From (Contractor): <b>Staab Construction Corporation</b>	Via (Engineer): <b>C2AE</b>
Project: <b>4632- GLADSTONE, MI WWTF</b>	Contract:	
Owner's Contract No:	Contractor's Project No: <b>4632-</b>	Engineer's Project No: <b>ENG PROJ NO. 21-0120</b>

**Application for Payment  
Change Order Summary**

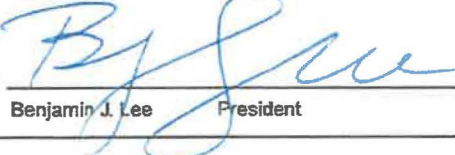
Change Orders approved in Previous months by Owner	\$190,269.00	-\$116,631.00
Number	Additions	Deductions
	0.00	0.00
<b>TOTALS</b>	\$190,269.00	-\$116,631.00
Net Change by Change Orders		\$73,638.00

1. ORIGINAL CONTRACT PRICE .....	\$17,743,000.00
2. Net Change By Change Orders .....	\$73,638.00
3. Current Contract Price (Line 1+2) .....	\$17,816,638.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) .....	\$8,269,704.00
5. RETAINAGE:	
10.00% of Completed Work	
c. Total Retainage (Line 5a = 5b) .....	\$826,970.40
6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) ....	\$7,442,733.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$6,285,314.70
8. AMOUNT DUE THIS APPLICATION.....	\$1,157,418.90
9. BALANCE TO FINISH, PLUS RETAINAGE .....	
(Column H on Progress Estimate + Line 5 above) .....	\$10,373,904.40

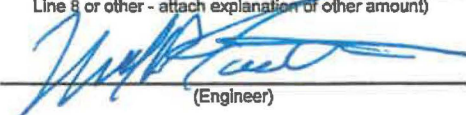
**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;  
 (2) Title of all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**STAAB CONSTRUCTION CORPORATION**

By:  Date: 7-5-23  
 Benjamin J. Lee President

Payment of: \$ 1,157,418.90  
 Line 8 or other - attach explanation of other amount

is recommended by:  7-11-23  
 (Engineer) (Date)

Payment of: \$ 1,157,418.90  
 Line 8 or other - attach explanation of other amount

is approved by: \_\_\_\_\_  
 (Owner) (Date)

Approved by: \_\_\_\_\_  
 (Funding or Financing Agency (if applicable) (Date)

# CONTINUATION SHEET

Item 9.

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 13  
 Application Date : 6/28/2023  
 To: 6/28/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice #: 13 Contract: 4632- GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
010010-00	PM/Supervision	420,000.00	234,000.00	18,000.00	0.00	252,000.00	60.00%	168,000.00	
012200-00	Bonds & Insurance	205,000.00	205,000.00	0.00	0.00	205,000.00	100.00%	0.00	
013100-00	Misc Job Expenses	420,000.00	220,000.00	20,000.00	0.00	240,000.00	57.14%	180,000.00	
015000-00	Temporary Facilities	130,000.00	66,000.00	6,000.00	0.00	72,000.00	55.38%	58,000.00	
016000-00	Yard & Equipment	545,000.00	280,000.00	20,000.00	0.00	300,000.00	55.05%	245,000.00	
024100-00	Demolition	145,000.00	20,000.00	0.00	0.00	20,000.00	13.79%	125,000.00	
024135-00	Equipment Demo	55,000.00	30,000.00	0.00	0.00	30,000.00	54.55%	25,000.00	
030000-00	Sitework Concrete	130,000.00	5,000.00	2,000.00	0.00	7,000.00	5.38%	123,000.00	
030000-10	Service Concrete	140,000.00	0.00	0.00	0.00	0.00	0.00%	140,000.00	
030000-20	Administration Concrete	255,000.00	253,000.00	2,000.00	0.00	255,000.00	100.00%	0.00	
030000-30	Primary Settling Tank Concrete	510,000.00	510,000.00	0.00	0.00	510,000.00	100.00%	0.00	
030000-40	MBBR Concrete	495,000.00	490,000.00	5,000.00	0.00	495,000.00	100.00%	0.00	
030000-50	Final Settling Tank No 1 & 2 Concr	63,000.00	0.00	0.00	0.00	0.00	0.00%	63,000.00	
030000-54	Final Settling Tank No 3 Concrete	305,000.00	30,000.00	210,000.00	0.00	240,000.00	78.69%	65,000.00	
030000-56	Splitter Box Concrete	55,000.00	0.00	0.00	0.00	0.00	0.00%	55,000.00	
030000-60	Chlorine Contact Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
030000-70	Primary Digester Concrete	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
034000-00	Precast Concrete	46,000.00	46,000.00	0.00	0.00	46,000.00	100.00%	0.00	
036200-00	Concrete Repairs	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	
042000-00	Masonry	393,000.00	230,000.00	0.00	0.00	230,000.00	58.52%	163,000.00	
055000-00	Metal Fabrications	320,000.00	2,908.00	0.00	49,946.00	52,854.00	16.52%	267,146.00	
066000-00	FRP Fabrications	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00%	0.00	
068160-00	FRP Weirs & Baffles	114,000.00	0.00	0.00	70,490.00	70,490.00	61.83%	43,510.00	
072113-00	Foundation Insulation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	
074213-00	Insulated Wall Panels	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
075300-00	Single Ply Roof	300,000.00	99,000.00	0.00	75,000.00	174,000.00	58.00%	126,000.00	
081000-00	Metal & FRP Doors	180,000.00	54,000.00	81,000.00	0.00	135,000.00	75.00%	45,000.00	
084000-00	Alum Doors & Windows	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	
092116-00	Metal Stud & Drywall	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00%	0.00	
093000-00	Ceramic Tile	9,000.00	0.00	9,000.00	0.00	9,000.00	100.00%	0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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Application No. : 13  
 Application Date : 6/28/2023  
 To: 6/28/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice #: 13 Contract: 4632- GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			D From Previous Application (D+E)	This Period In Place					
095100-00	Ceiling Tile	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
096500-00	Resilient Flooring	26,000.00	0.00	0.00	11,759.00	11,759.00	45.23%	14,241.00	
099100-00	Painting	480,000.00	20,000.00	0.00	0.00	20,000.00	4.17%	460,000.00	
101000-00	Misc Specialties	15,000.00	0.00	0.00	2,902.00	2,902.00	19.35%	12,098.00	
107313-00	Metal Awnings	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
123000-00	Casework & Cabinets	95,000.00	0.00	75,000.00	0.00	75,000.00	78.95%	20,000.00	
124000-00	Furnishings ALLOWANCE	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
133400-00	Primary Tank Cover	245,000.00	0.00	0.00	0.00	0.00	0.00%	245,000.00	
220500-00	Plumbing	405,000.00	106,719.00	37,000.00	55,281.00	199,000.00	49.14%	206,000.00	
230500-00	HVAC	1,400,000.00	321,000.00	78,000.00	0.00	399,000.00	28.50%	1,001,000.00	
260500-00	Electrical Construction	2,300,000.00	525,000.00	200,000.00	0.00	725,000.00	31.52%	1,575,000.00	
260500-01	Electrical ALLOWANCE	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
312000-00	Earthwork	590,000.00	362,000.00	0.00	0.00	362,000.00	61.36%	228,000.00	
312343-00	Dewatering	320,000.00	270,000.00	10,000.00	0.00	280,000.00	87.50%	40,000.00	
314116-00	Permanent Sheeting	60,000.00	0.00	0.00	13,543.00	13,543.00	22.57%	46,457.00	
321216-00	Asphalt Paving	64,000.00	0.00	0.00	0.00	0.00	0.00%	64,000.00	
323100-00	Fencing	75,000.00	12,000.00	0.00	0.00	12,000.00	16.00%	63,000.00	
329219-00	Site Restoration	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
333000-01	Underground Piping Materials	360,000.00	0.00	0.00	208,740.00	208,740.00	57.98%	151,260.00	
333000-02	Underground Piping Install	570,000.00	112,000.00	15,000.00	0.00	127,000.00	22.28%	443,000.00	
400519-01	Interior Piping Materials	1,100,000.00	0.00	0.00	456,778.00	456,778.00	41.53%	643,222.00	
400519-02	Interior Piping Install	390,000.00	30,000.00	9,000.00	0.00	39,000.00	10.00%	351,000.00	
400557-00	Stop & Slide Gates	240,000.00	0.00	0.00	0.00	0.00	0.00%	240,000.00	
400562-00	Valve Material	650,000.00	0.00	0.00	533,755.00	533,755.00	82.12%	116,245.00	
412214-00	Trolley & Hoist	49,000.00	0.00	0.00	16,956.00	16,956.00	34.60%	32,044.00	
431133-00	Rotary Screw Blower	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	
432313-00	Centrifugal Slurry Pumps	78,000.00	0.00	0.00	0.00	0.00	0.00%	78,000.00	
432331-00	Drypit Sumpersible Pumps	370,000.00	0.00	0.00	341,862.00	341,862.00	92.40%	28,138.00	
432331-01	Vertical Non Clog Sewage Pumps	62,000.00	0.00	0.00	50,368.00	50,368.00	81.24%	11,632.00	
462133-00	Rotary Drum Screen	145,000.00	0.00	0.00	0.00	0.00	0.00%	145,000.00	

# CONTINUATION SHEET

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 To: 6/28/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice #: 13 Contract: 4632- GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
462324-00	Vortex Grit Removal and Classifier	380,000.00	0.00	0.00	0.00	0.00	0.00%	380,000.00	
464350-00	Chain and Flight Sludge Collector	355,000.00	0.00	0.00	0.00	0.00	0.00%	355,000.00	
465326-00	MBBR Equipment	610,000.00	0.00	0.00	382,369.00	382,369.00	62.68%	227,631.00	
467318-00	Digester Floating Cover	280,000.00	30,000.00	15,000.00	175,545.00	220,545.00	78.77%	59,455.00	
467330-00	Mechanical Sludge Mixing Equip	80,000.00	0.00	0.00	79,510.00	79,510.00	99.39%	490.00	
467333-00	Digester Gas Handling	130,000.00	0.00	0.00	98,262.00	98,262.00	75.59%	31,738.00	
467341-00	Spiral Heat Exchanger	80,000.00	0.00	0.00	74,011.00	74,011.00	92.51%	5,989.00	
468000-00	Samplers	48,000.00	0.00	0.00	0.00	0.00	0.00%	48,000.00	
C.O. # 01	Change Order #1	-68,722.00	0.00	0.00	0.00	0.00	0.00%	-68,722.00	
C.O. # 02	Change Order #2	69,561.00	0.00	0.00	0.00	0.00	0.00%	69,561.00	
C.O. # 03	Change Order #3	120,708.00	0.00	0.00	0.00	0.00	0.00%	120,708.00	
C.O. # 04	Change Order #4	-47,909.00	0.00	0.00	0.00	0.00	0.00%	-47,909.00	
<b>Grand Totals</b>		<b>17,816,638.00</b>	<b>4,760,627.00</b>	<b>812,000.00</b>	<b>2,697,077.00</b>	<b>8,269,704.00</b>	<b>46.42%</b>	<b>9,546,934.00</b>	<b>826,970.40</b>



# City of Gladstone, MI

1100 Delta Avenue  
Gladstone, MI. 49837  
www.gladstonemi.org

## Staff Report

---

**Agenda Date: 07-24-2023**                      **Eric Buckman, City Manager:** \_\_\_\_\_  
**Department: Planning Commission**    **Department Head Name:** \_\_\_\_\_  
**Presenter: Mayor Thompson**            **Kim Berry, City Clerk:** \_\_\_\_\_

**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:**

Planning Commission Appointment – Mr. John DeFiore

**BACKGROUND:**

Appoint Mr. John DeFiore to serve on the Planning Commission to fill a vacancy with a term expiration of October 1, 2023 as recommended by the Planning Commission.

**FISCAL EFFECT:**

None

**SUPPORTING DOCUMENTATION:**

Application

**RECOMMENDATION:**

Appoint Mr. John DeFiore to the Planning Commission with a term expiration of October 1, 2023.





### APPLICATION FORM GLADSTONE CITY BOARDS AND COMMITTEES

Please use this form to express your interest in serving on a particular board/committee or commission. You may attach additional material if you wish. For information on vacancies and board/committee bylaws, please visit [www.gladstonemi.org](http://www.gladstonemi.org), call 906-428-2311 or e-mail [kberry@gladstonemi.org](mailto:kberry@gladstonemi.org). Please note that applications are kept on file for six months. The Gladstone City Commission makes appointments to City Boards at their regular meetings as vacancies occur. Completed applications are public documents and are subject to the Michigan Freedom of Information Act.

**Eligibility Requirements:**

- Are you a registered voter in the City of Gladstone? \*      Yes  | No
- Have you been a City resident for at least 12 months?      Yes  | No
- Are you currently in default to the City of Gladstone?      Yes  | No
- Are you related to any elected City Commissioner (including by marriage)?      Yes  | No

\*According to the City Charter, each member appointed by the City Commission shall be a qualified and registered elector of the city on such day and throughout the member's tenure of office.

Name of City Board or Committee: If applying for more than one board/committee, please list order of preference:

- 1) PLANNING COMMISSION
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

Applicant Name as it Appears on License: John EDWARD DEFIORE

Driver's License Number: \_\_\_\_\_

Home Address: 1024 LAKE SHORE DR Phone: 906 399 7720

Occupation: RETIRED Sr. Director Business: GRAINGER

Business Address: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail Address: JDDEFIORE76@AOL.COM

Are you currently serving or have you served on any City board or committee? If so, please list and give approximate dates.

\_\_\_\_\_

(over)

Education/Credentials: Bachelor Degree - Automated  
MANUFACTURING Technology ITT TECHNICAL INSTITUTE

Professional activities that relate to this board/committee: SERVED ON GRAINGER'S  
BOARD of Directors, SHANGHAI Sourcing DIVISION.  
SERVED AS CHAIRMAN OF THE BOARD, GRAINGER'S INDIA  
Sourcing DIVISION

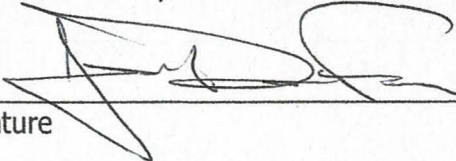
Community activities that relate to this board/committee: Lead the COMMUNITY ACTION  
Program (Grainger) IN SHANGHAI TO PLANT TREES ALONG  
THE SHANGHAI RIVER. All our programs geared TOWARD  
GIVING BACK TO LOCAL COMMUNITY.

Why are you interested in serving on this board/committee? I SPENT A LIFETIME WORKING  
TO ENSURE I WAS ABLE TO RETIRE IN THIS COMMUNITY. MY  
PASSION FOR THE WELL-BEING AND LONGEVITY OF THIS COMMUNITY  
COULD BENEFIT FROM MY EXPERIENCE AND LEADERSHIP.

What talents or experience would you bring to the board/committee? 34+ YEARS  
WITH GRAINGER PROVIDED EXTENSIVE LEADERSHIP EXPERIENCE  
WITH A VARIETY OF CULTURAL AND DIVERSE INTERACTIONS  
TO SOLVE PROBLEMS AND EXPAND GRAINGER'S BUSINESS Globally.

Any other comments or information you wish to provide to the Mayor and City Commissioners?  
I AM GRATEFUL TO THIS COMMUNITY AND THE OPPORTUNITIES IT  
PRESENTS. Growing UP here AND RETURNING TO MY HOMETOWN HAS BEEN  
EXTREMELY INSPIRING. BOTH MY WIFE AND I COULDN'T BE HAPPIER TO BE PART OF THE  
Community.  
Are you involved in any personal, professional or business pursuit that would affect your ability  
to make fair and impartial recommendations as a member of a City advisory board or  
committee? Yes  No

**Appointed members are expected to attend all meetings of the board/committee. A member who misses more than 3 consecutive meetings or 1/3 of all meetings will tender their resignation to the board/committee chair.** Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings? Yes  No

  
Signature

4-13-2023  
Date

I certify that there are no misrepresentations, omissions or falsifications on this application and by signing this application I give consent to the City to conduct a background check to verify the information I have provided.

Please return this form with any attachments to:  
kberry@gladstonemi.org; fax to: 906-428-3122; or mail to: City Clerk's  
Office, Gladstone City Hall, Gladstone, MI 49837.  
**Thank you for your interest in serving as a volunteer board or committee member. Your willingness to serve is greatly appreciated.**

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue  
Gladstone, MI 49837  
www.gladstonemi.org

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** 07-24-2023

**Eric Buckman, City  
Manager:**

EWB

**Department:** Public Safety

**Department Head Name:**

Ron Robinson

**Presenter:** Eric Buckman

**Kim Berry, City Clerk:**

KAB

**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 tem1 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 24<sup>th</sup> 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 <sup>th</sup> 7 <sup>th</sup> -Anniversary date:	3.5 hours per pay period.
5 <sup>th</sup> 7 <sup>th</sup> -Anniversary date up to 10 <sup>th</sup> 13 <sup>th</sup> -Anniversary date:	5.0 hours per pay period.
10 <sup>th</sup> 13 <sup>th</sup> Anniversary date up to 15 <sup>th</sup> 19 <sup>th</sup> Anniversary date:	6.5 hours per pay period.
15 <sup>th</sup> 19 <sup>th</sup> 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 1<sup>st</sup>.

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:

$$(\text{Hourly Rate}) \times (2080) \times (\text{Years of Service}) \times (.0006)$$

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)







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 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:**

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Eric Buckman, City Manager

Date

---

Joe Thompson, Mayor

Date

**For the Union:**

---

John Stidham, Labor Rep. POLC

Date

---

Mallory Nelson, Steward

Date

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue  
Gladstone, MI 49837  
www.gladstonemi.org

**MEETING TYPE  
STAFF REPORT**

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

**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 Command 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 COMMAND OFFICERS

April 1, 2023 Through March 31, 2026



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 members 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 employees who have authorized that such deductions be made as set forth in sections 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 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 17, 2018, written authorization must be in the form of a signed Application for Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event 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 17, 2018, the Employer must have from the employee written authorizations 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 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 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 an employee as provided, it shall make the deduction from the employee's next pay period in which such a 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 Deduction, 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's 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 an 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 31<sup>st</sup> 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 normal, 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 the 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** Seniority shall be on a department basis for the purpose of department advancement and the Employer will post a departmental seniority list annually.

**Section 7.2** In the event of layoff in the bargaining unit, employees shall be laid off in inverse order of time in a grade in the bargaining unit with the least time in a grade being the first laid off. Recall shall be on the basis of time in grade, the last man laid off to be the first recalled. Bargaining unit members who are laid off may bump back to a lower classification as long as they have department seniority to allow them to do so.

In the event of a 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 7.3** Laid-off employees will remain on the seniority list for a period of two (2) years, and shall be given written notice of recall to their last registered address with the City.

**Section 7.4** 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 7.5** 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.

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 an 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 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/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 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 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 the 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, unreported absence from work of two (2) days, careless use or abuse of City property, failure to report for a physical exam when so ordered by the Employer during claimed sick leave, willful or wanton or grossly negligent misperformance of duties, 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 workdays 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 31<sup>st</sup>); New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Day of December 24<sup>th</sup> and Christmas Day.

Effective 4/1/07 the employee's birthday will be recognized as a floating holiday to be taken off twelve (12) hour day with pay within one year of the birthday.

**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 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.

Up to 1 <sup>st</sup> Anniversary date:	3.5 hours per pay period.
1 <sup>st</sup> Anniversary date up to 7 <sup>th</sup> Anniversary date:	5.5 hours per pay period.
7 <sup>th</sup> Anniversary date up to 13 <sup>th</sup> Anniversary date:	7.0 hours per pay period.
13 <sup>th</sup> Anniversary date up to 19 <sup>th</sup> Anniversary date:	8.5 hours per pay period.
19 <sup>th</sup> Anniversary date and thereafter:	10.0 hours per pay period.

**Section 12.1** Vacation schedules are subject to the 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 apportioning 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 the 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 workdays, 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 in to 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.

## 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 the 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 (Plan 993). The Employer will pay up to 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 Savings Retirement Plan (HSRP) 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 (25) years at any age for the Defined Benefit Plan, Age plus years of service equals sixty-five (65) years for the Defined Contribution Plan (I.E. fifteen (15) years of service and age fifty (50) = sixty-five (65) total years). Eligible employees need not elect to retire to begin receiving the HSRP contribution when eligible.

Should the employee be deceased prior to receiving seventy-two (72) months of contributions to the 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 this 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 times 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 a 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.

**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 an injury results from the employee's misconduct or negligence.
4. When the employee's injury claim is disputed by the City through a 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 1<sup>st</sup>, each employee shall receive annually on the payday closest to December 1<sup>st</sup>.

**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 Defined Benefit plan will be the Michigan Employees Retirement System Benefit B-4, FAC-3 with Employees being allowed to retire at any age with a minimum of 25 years of service.

Effective 4/1/07 employees promoted into the bargaining unit, who were enrolled in the MERS defined benefit plan, will continue in that system. Employees who qualify for the MERS defined benefit plan will contribute one (1) percent of wages to the MERS obligation, to be deducted from salary.

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 ~~3%~~ 4%, 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)

## 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 lock-out during the term of this Agreement.

**Section 19.6** Employees called on to perform temporary work 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 be construed to 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 21.0** 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 of termination, 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 \_\_\_ day of July, 2023.

**City of Gladstone, Michigan**

**Police Officers Labor Council**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHEDULE "A"**

**WAGE SCHEDULE**

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

**Public Safety Command Officers:**

**Sergeants:** The hourly wage rate shall be ~~eleven~~ twelve percent (12%) above the highest Public Safety Officer wage rate.

<b><u>Differential Effective:</u></b>	<b><u>4/1/2023</u></b>	<b><u>7/24/2023</u></b>	<b><u>4/1/2024</u></b>	<b><u>4/1/2025</u></b>
PSO Wage	\$28.97	\$29.47	\$30.35	\$30.96
Command Wage (12%)	\$32.45	\$33.01	\$33.99	\$34.68

**RETENSION BONUS-AMERICA RESCUE PLAN ACT (ARPA) (New)**

Every employee shall receive a lump sum bonus as follows:

April 1, 2024 \$1000.00 (New)