



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JANUARY 8, 2024**

The City Council will meet in Closed Executive Session at 7:00 pm, Monday, January 8, 2024, **Gladstone Community Center, 6901 North Holmes, Gladstone, Missouri**. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(9) Employee Groups, and 610.021 (12) Negotiated Contract.

OPEN STUDY SESSION 7:15 PM

1. **Oak Grove Park Permanent Art** – Director Merkey and art consultant, Holly Hayden, will present the next piece of permanent art proposed for Oak Grove Park.

REGULAR MEETING 7:30 PM

TENTATIVE AGENDA

1. **Meeting Called to Order.**
2. **Roll Call.**
3. **Pledge of Allegiance to the Flag of the United States of America.**
4. **Approval of the Agenda.**
5. **Approval of the December 11, 2023, Closed City Council Meeting Minutes.**

6. **Approval of the December 11, 2023, Regular City Council Meeting Minutes.**
7. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*
8. **Communications from City Council.**
 - Approval of the City's Board and Commission appointments.
9. **Communications from the City Manager.**

10. CONSENT AGENDA

Appoint Sharon Euler to the University of Missouri Extension Council for a term of two years, March 1, 2024 through February 28, 2026.

RESOLUTION R-24-01 A Resolution authorizing the City Manager to accept a proposal from Spaces, Incorporated, in the total amount of \$321,789.23 for the purchase of office and Council Chamber furniture in conjunction with the City Hall renovation project.

CONSIDER FINANCIAL REPORT FOR 5 MONTHS ENDING NOVEMBER 30, 2023.

REGULAR AGENDA

11. **FIRST READING BILL NO. 24-01** An Ordinance calling a General Election for the election of two (2) positions to the Gladstone City Council on Tuesday, April 2, 2024; describing the form of the ballot and directing the City Clerk to submit certification of such election to the Clay County Board of Election Commissioners pursuant to RSMo.115.125.
12. **FIRST READING BILL NO. 24-02** An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri and the Kansas City Area Transportation Authority to provide IRIS public transportation services from January 1, 2024, through March 31, 2024.

- 13. FIRST READING BILL NO. 24-03** An Ordinance approving a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge 50 for non-supervisory, commissioned Police Department personnel and authorizing the City Manager to execute the agreement.
- 14. FIRST READING BILL NO. 24-04** An Ordinance authorizing the City Manager to execute an Intergovernmental Agreement between the City of Gladstone and the Mid-America Regional Council (MARC) Solid Waste Management District for the 2024 Regional Household Hazardous Waste Collection Program in the amount of \$30,404.91.
- 15. Other Business.**
- 16. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Kris Keller
City of Gladstone
7010 North Holmes
Gladstone, MO 64118
816-423-4096

Posted at 3:30 pm
January 4, 2024



Department of Parks, Recreation & Cultural Arts

Memorandum

DATE: January 3, 2024

TO: Robert M. Baer, City Manager

FROM: Justin Merkey, Director of Parks, Recreation, and Cultural Arts

RE: Oak Grove Park Proposed Permanent Art Sculpture

The Arts Commission has selected the northeast parking lot entrance of Oak Grove Park as the location for the next piece of permanent art, which is funded through the dedicated 1% Capital Improvement Sales Tax. Staff worked with a local art consultant, Holly Hayden, to create and nationally advertise a Request for Proposals for the sculpture with a budget of \$50,000; Eighty-eight artists responded to the RFP. The Arts Commission met and selected four of these submissions as potentials to develop a proposal for the project. After hearing presentations from the four finalists, the Arts Commission selected Joe Norman (www.joernormansculpture.com) of Loveland, Colorado as the overall finalist. After this recommendation, City Staff presented the proposed sculpture to the Parks Advisory Board, which unanimously approved the location at Oak Grove Park.

At Monday Night's City Council Study Session, myself along with art consultant, Holly Hayden, will present the piece titled *Monarch Girl* on behalf of the artist. If approved by the City Council, the piece should be installed by summer of this year.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
DECEMBER 11, 2023**

PRESENT: Mayor Jean Moore
Mayor Pro Tem Tina Spallo
Councilman Bill Garnos
Councilman R.D. Mallams
Councilman Les Smith

City Manager Bob Baer
Assistant City Manager Austin Greer
City Attorney Chris Williams
City Clerk Kris Keller

Item No. 1. On the Agenda. Meeting Called to Order.

Mayor Moore opened the Regular City Council Meeting Monday, December 11, 2023, at 7:30 pm.

Item No. 2. On the Agenda. Roll Call.

Mayor Moore stated that all Councilmembers were present and there was a quorum.

Item No. 3. On the Agenda. Pledge of Allegiance to the Flag of the United States of America.

Mayor Moore asked all to join in the Pledge of Allegiance to the Flag of the United States of America.

Item No. 4. On the Agenda. Approval of the Agenda.

City Manager Bob Baer requested that Item Number 11 be removed from the Regular Agenda. Mayor Moore considered Item Number 11 removed from the Agenda.

Item No. 5. On the Agenda. Approval of the November 13, 2023, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the November 13, 2023, Closed City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 6. On the Agenda. Approval of the November 13, 2023, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the November 13, 2023, Regular City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 7. On the Agenda. Communications from the Audience.

There were no communications from the audience.

Item No. 8. On the Agenda. Communications from City Council.

Councilman Mallams extended holiday wishes and safe travels to the City staff, City Council, and everyone in attendance.

Mayor Moore thanked everyone who attended the Mayor's Christmas tree lighting celebration and all individuals who generously contributed to the Mayor's Christmas Tree fund. She announced that the funds raised will benefit Feed Northland Kids and Neighbors Helping Neighbors. She expressed her deepest gratitude for the contributions and stated that it's not too late to donate. She reported that she attended the Photos with Santa event at AJ Farm this past Saturday and approximately 300 people participated. She shared that she and Councilman Garnos attended the ribbon cutting for the new Rise and Shine coffee shop and encouraged everyone to visit the establishment. She stated that she recently awarded a retirement proclamation to Mark Mejia, one of the original staff members at the Community Center. **Mayor Moore** added that she appreciates the City staff, patrons, and residents' patience during the City Hall renovation.

• **BOARD AND COMMISSION APPOINTMENTS.**

Mayor Moore explained the Board and Commission appointment and re-appointment process. She reported that a lot of value is placed on the members and the City Council looks upon them for their input. She shared her appreciation and thanked the members for their time, energy, and efforts.

Mayor Moore read the appointments, reappointments and acknowledged the individuals who were present in the audience. She presented plaques to the members retiring and in attendance. (See attached Roster.)

Item No. 9. On the Agenda. Communications from the City Manager.

City Manager Baer announced that all future City Council meetings will be held at the Gladstone Community Center until Spring, the expected completion of City Hall. He thanked Director Merkey and City Staff for the preparation of the Community Center for tonight's meeting. He announced City Council Candidate filing is open through Tuesday, December 26, 2023, for the April 2, 2024, election; two seats are available and candidates can file for the election at the City's Police Headquarters. He shared that December 25, 2023, is the next scheduled Council meeting, but staff will attempt to reschedule agenda items to a later meeting, so the December 25, 2023 can be cancelled. He reported that City Hall is closed on December 25, 2023 and January 1, 2024.

Item No. 10. On the Agenda. **CONSENT AGENDA.**

Following the Clerks' reading:

Councilman Smith moved to approve the Consent Agenda as published. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-81**, A Resolution authorizing Change Order No. 2 in the amount of \$62,978.99 to the contract with Metro Asphalt, Incorporated, for the FY24 Mill and Overlay Program Project TP2406. **Councilman Mallams** seconded. The Vote:

“aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-82**, A Resolution authorizing Change Order No. 1 in the amount of \$64,800.00 to the contract with Ace Pipe Cleaning, Incorporated, for the FY24 Sewer Cleaning and Televising Project SP2489. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-83**, A Resolution authorizing acceptance of a proposal from American Equipment Company for the purchase and installation of snow removal equipment in the total amount of 224,965.00. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-84**, A Resolution authorizing the acceptance of a proposal from Olathe Ford for the purchase of Three (3) Ford F-650 Dump Trucks in the total amount of \$236,490.00. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Smith moved to approve the **FINANCIAL REPORT FOR 4 MONTHS ENDING OCTOBER 31, 2023**. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

REGULAR AGENDA.

Item No. 11. On the Agenda. FIRST READING BILL NO. 23-38 An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone and the Kansas City Area Transportation Authority to provide IRIS Public Transportation Services from January 1, 2024, through June 30, 2024.

FIRST READING BILL NO. 23-38 was removed from the Agenda.

Item No. 12. On the Agenda. Other Business.

There was no other business.

Item No. 13. On the Agenda. Adjournment.

Mayor Moore thanked those in attendance, wished everyone a Happy Holiday, and adjourned the December 11, 2023, Regular City Council meeting at 7:47 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Jean B. Moore, Mayor

**AGENDA ITEM #8 COUNCIL COMMUNICATIONS
BOARD & COMMISSION APPOINTMENT RECOMMENDATIONS
FOR CITY COUNCIL ACTION JANUARY 8, 2024**

<u>BOARD/COMMISSION</u>	<u>TERM EXPIRATION</u>
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BOARD OF ZONING ADJUSTMENT

New Appointment	Cody McElroy	December 2028
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CAPITAL IMPROVEMENTS PROGRAM

Reappointment	Pete Hall	December 2026
Reappointment	Beverly Johnson	December 2026
Reappointment	Bob Wilson	December 2026

CODE BOARD OF APPEALS

Reappointment	Kathy Timmerman	December 2026
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ENVIRONMENTAL MANAGEMENT ADVISORY COMMITTEE

Reappointment	Jim Butler, Jr.	December 2026
Reappointment	Jared Cole	December 2026

NEIGHBORHOOD COMMISSION

Reappointment	Chris Spurgeon	December 2026
New Appointment	Robyn Downing	December 2026
New Appointment	Kathleen Deppeler-Stearns	December 2026

PARKS AND RECREATION ADVISORY BOARD

Reappointment	R. Scott Hanover	December 2026
Reappointment	Tammy McFerran	December 2026
Reappointment	Jocelyn Rivard	December 2026

PLANNING COMMISSION

Reappointment	Gary Markenson	December 2027
Reappointment	Cameron Nave	December 2027
New Appointment	Joseph Brancato (partial term)	December 2026

TAX INCREMENT FINANCING COMMISSION

Reappointment	Dave Stanley	December 2027
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January 8, 2024

Ms. Sharon Euler
3410 NE 68th Terrace
Gladstone, Missouri 64119

Dear Ms. Euler,

This will confirm the Gladstone City Council's formal action taken at the January 8, 2024, City Council meeting appointing you to the University Extension Council of Clay County for a two-year term, beginning March 1, 2024 and ending February 28, 2026.

Members of the City Council are certainly aware of your active participation in our community and appreciate your willingness to serve as Gladstone's appointed member of the University Extension Council.

Sincerely,

Jean B. Moore, Mayor

Cc: Edythe Weber, University of Missouri Extension



Request for Council Action

RES ☒ # R-24-01

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 1/2/2024

Department: General Administration

Meeting Date Requested: 1/8/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to accept a proposal from Spaces, Incorporated in the total amount of \$321,789.23 for the purchase of office and City Council Chamber furniture in conjunction with the City Hall renovation project.

Background: The renovation of City Hall has begun and is estimated to be completed on or before April 1, 2024. Included in the project, is the replacement of office and Council Chamber furniture. In October 2023, Spaces, Inc., was selected as the office furniture vendor for the Police Headquarters project after providing government pricing and following the solicitation of competitive bids. Staff has determined that Spaces, Inc., is the best vendor to provide the furniture package for the City Hall project as well, which ensures the quality and style of furniture in City Hall is consistent with Police HQ.

Budget Discussion: Funds are budgeted in the amount of \$ 321,789.23 from the CIST Fund. Ongoing costs are estimated to be \$0 annually. Previous years' funding was N/A.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
Department Director/Administrator

JM
City Attorney

BB
City Manager

RESOLUTION NO. R-24-01

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM SPACES, INCORPORATED, IN THE TOTAL AMOUNT OF \$321,789.23 FOR THE PURCHASE OF OFFICE AND COUNCIL CHAMBER FURNITURE IN CONJUNCTION WITH THE CITY HALL RENOVATION PROJECT.

WHEREAS, Spaces Inc. was the office furniture vendor selected for the Police Headquarters Project on October 23, 2023 after submitting the lowest proposal during a formal bidding process (Resolution No. 23-74); therefore, it is recommended that the City accept the proposal from Spaces, Inc. and purchase office and City Council chamber furniture from Spaces Inc. under the same pricing structure.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal from Spaces Inc. in the amount of \$321,789.23 for the purchase of office and City Council chamber furniture in conjunction with the city hall renovation project.

FURTHER, THAT, funds for such purpose are authorized from the Capital Improvements Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



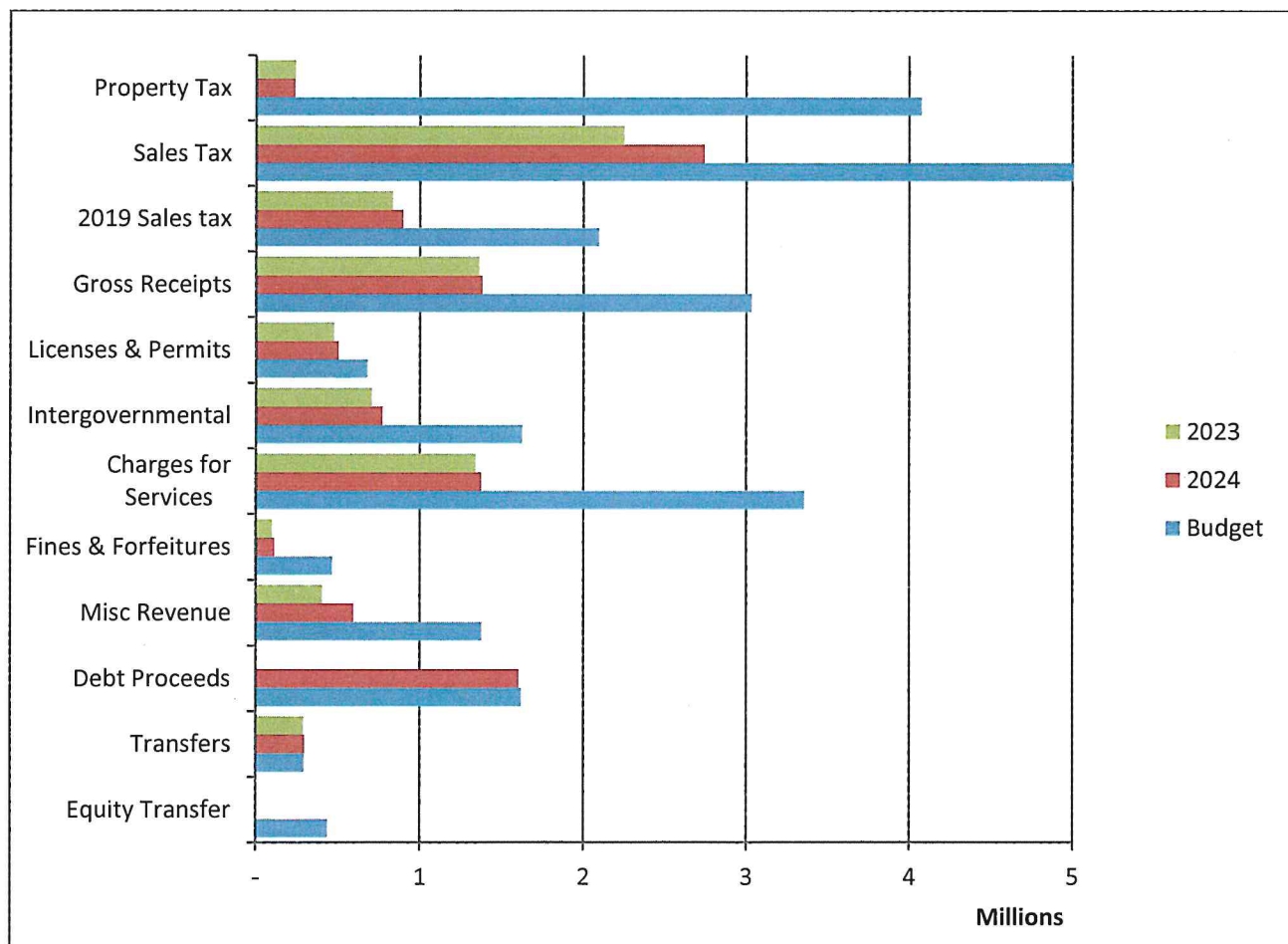
CITY OF GLADSTONE MISSOURI

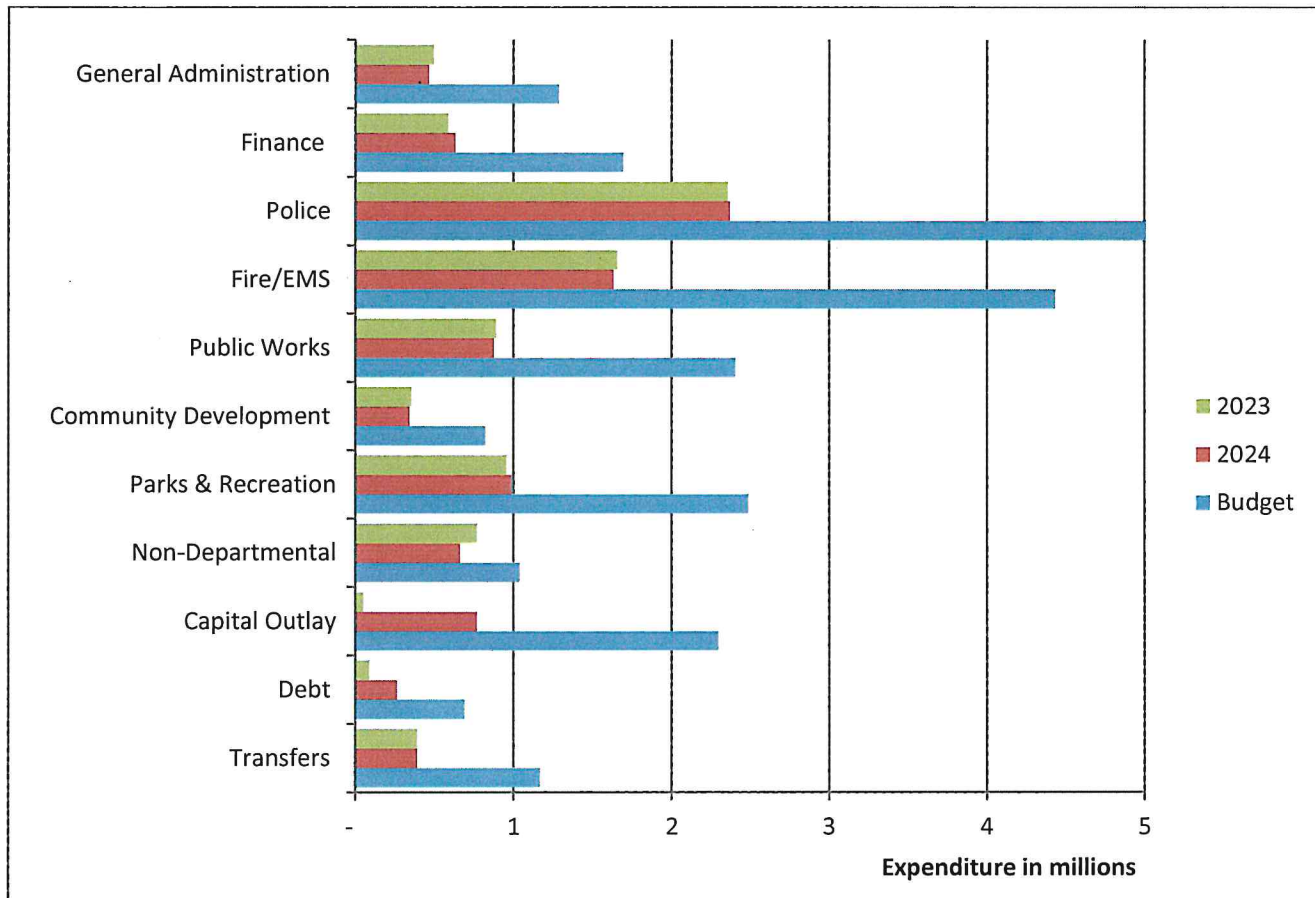
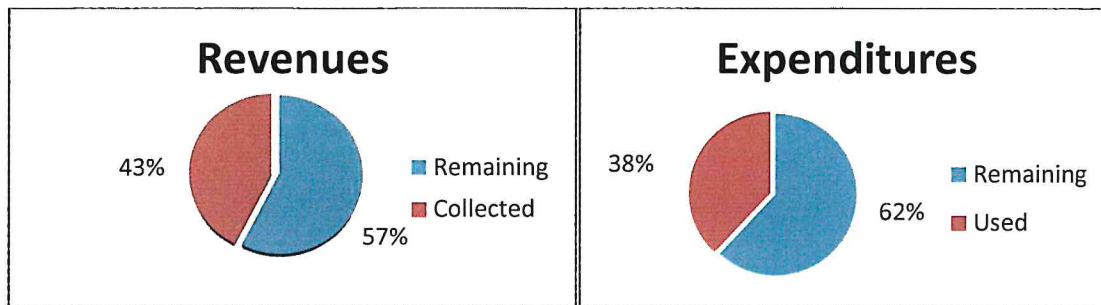
Financial Report for 5 Months Ending
November 30, 2023

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 5 months or 42% of this fiscal year are \$10,548,516 compared to total budgeted revenues for the year of \$24,812,915 or 43% of budgeted revenue (\$8,941,850 or 39% without debt proceeds or \$907,107 over prior year). Property tax revenue is \$241,579. Sales tax on a cash basis is \$2,745,178 or \$492,495 (22%) more than last year due to increases from use tax. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$899,334, an increase of 8%. Gross receipts taxes are \$1,382,357, an increase of \$16,600 or 1%. License and Permit revenues are \$508,257, 6% or \$28,575 more than FY23 due to business license renewals and building permits. Intergovernmental revenue is \$773,959 or \$64,790 (9%) over the previous year due to increased receipts from the state gas tax. Charges for Services are \$1,377,717 an increase of 2% or \$33,570 compared to the previous year. Fines and Forfeitures have increased from the same time last year to \$116,230 or 14%. Miscellaneous Revenue is \$597,239, an increase of \$189,027 due to interest income. Debt proceeds for the General Fund are \$1,606,666. Transfers into the fund are \$300,000. An equity transfer of \$443,470 is budgeted for the 2024 fiscal year.

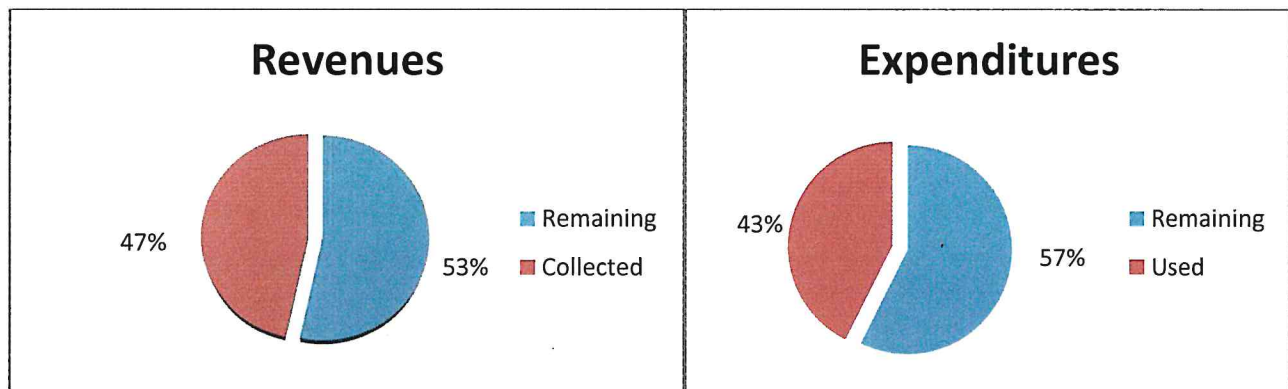
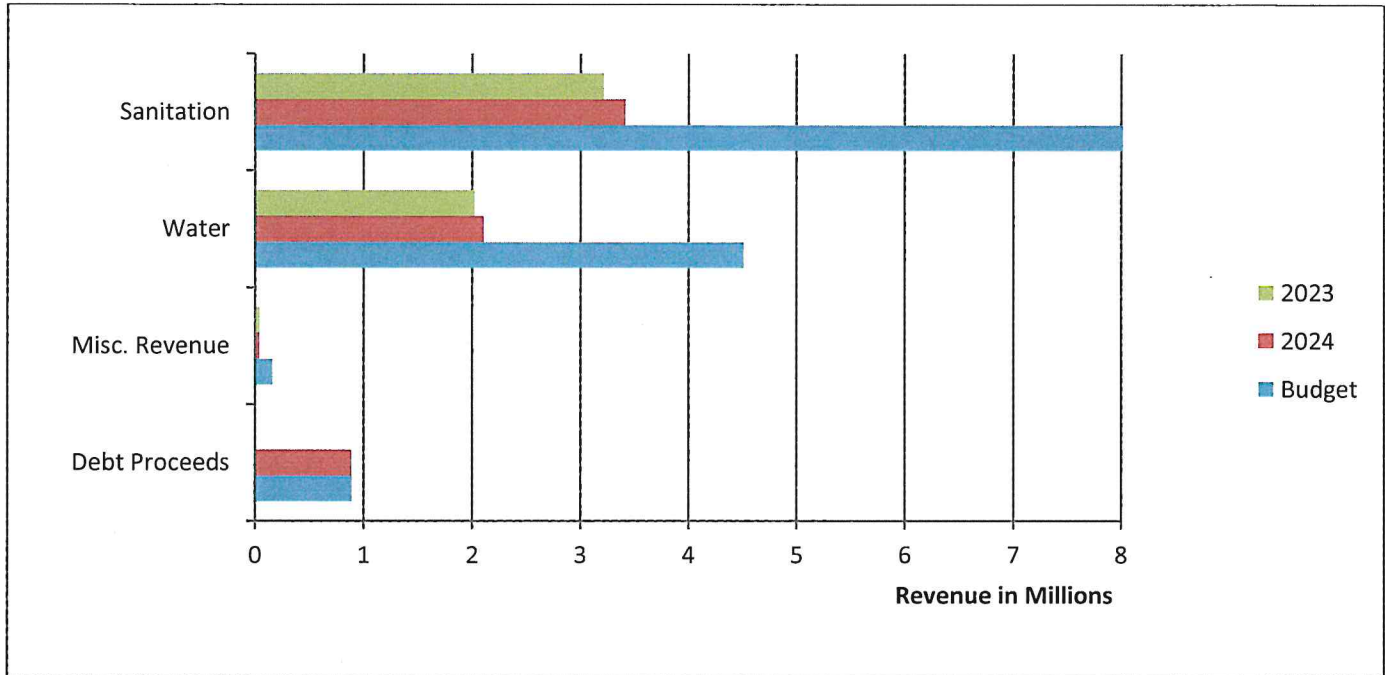




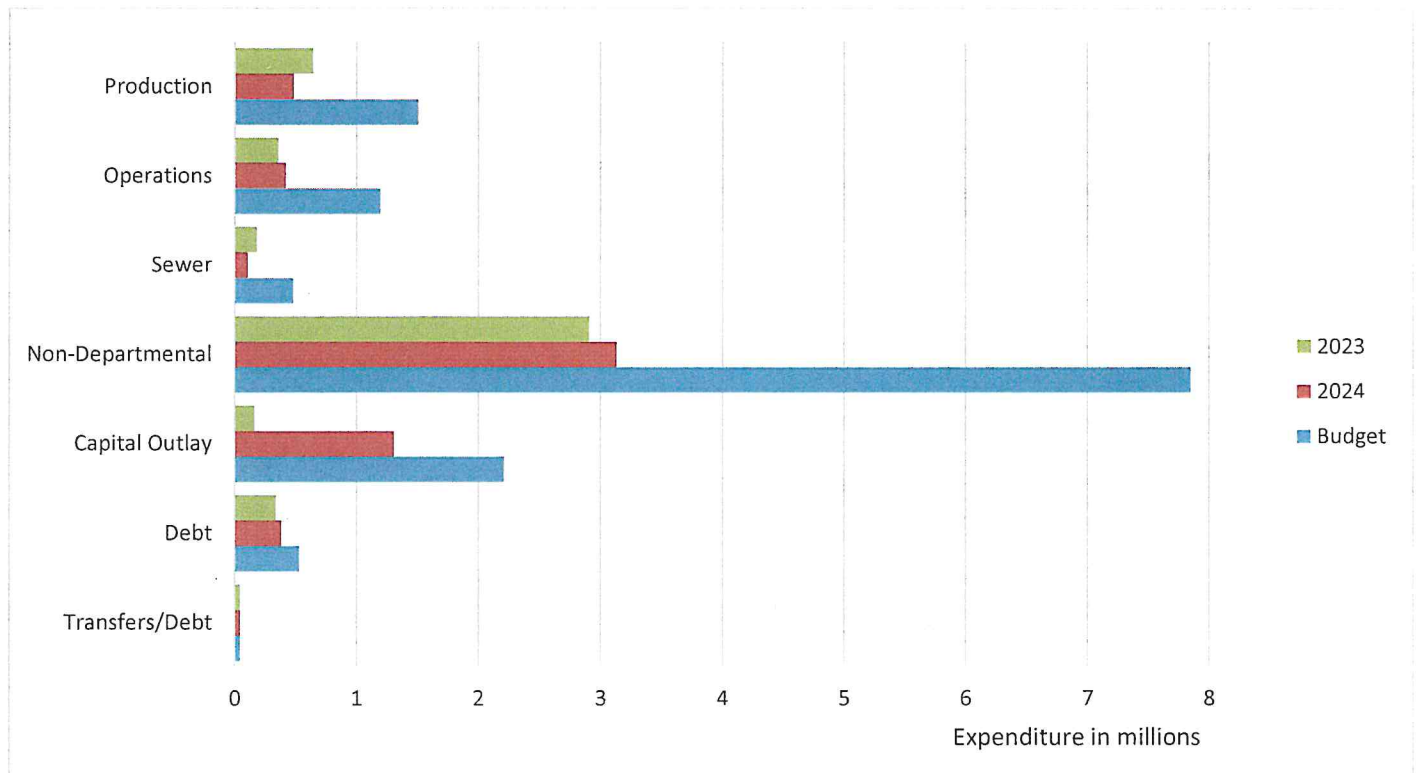
Expenditures through 5 months or 42% of this fiscal year amounted to \$9,430,729 or 38% of FY24 budgeted expenditures of \$24,812,915. This indicates that actual expenditures are 9% or \$790,838 more than last year's expenditures of \$8,639,891. General Administration expenditures are \$469,302, a decrease of \$30,531 or 6% due to changes in personnel. Finance expenditures have increased \$44,566 to \$635,529 due to changes in personnel. Police expenditures are \$2,374,422, an increase of \$12,232 (1%). Fire/EMS expenditures have decreased 2% to \$1,635,648 due to vehicle maintenance and personnel changes. Public Works expenditures are \$879,815 or 1% less than the prior year. Community Development expenditures are \$346,021, a decrease of 4%. Parks & Recreation expenditures are \$990,667, an increase of \$31,361 (3%) from the same time last year due to senior activities. Non-Departmental expenditures are \$665,826, a decrease of \$106,780 due to the reallocation of cyber security insurance to the HR safety/loss control line item and completion of the comprehensive plan during the previous year. Capital Outlay is \$770,928. Payments for debt have increased by \$175,599 to \$267,571 due to 2024 lease purchase. Transfers from the General Fund are \$395,000 (same as previous year). Current revenues exceed current expenditures in the amount of \$1,117,787 (due to lease proceeds).

COMBINED WATER AND SEWERAGE SYSTEM FUND

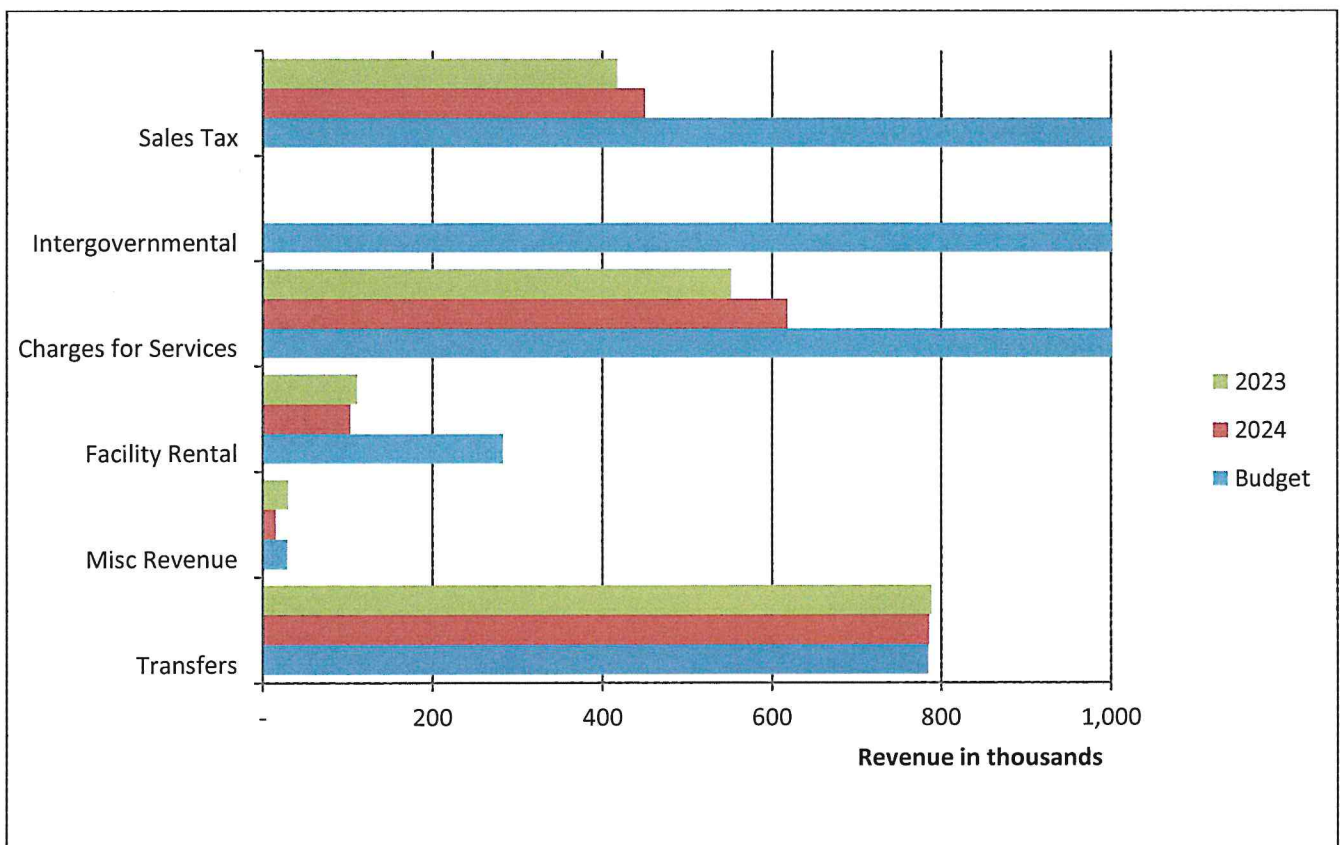
Total budgeted revenues for the fiscal year are \$13,860,435. Total revenues through 5 months or 42% of this fiscal year, amounted to \$6,467,751 or 47% of FY24 budgeted revenues (43% excluding debt proceeds) . Increases in both sanitation and water revenues are due to increased water and sewer rates. Debt proceeds of \$893,334 were received for the 2024 equipment lease purchases.

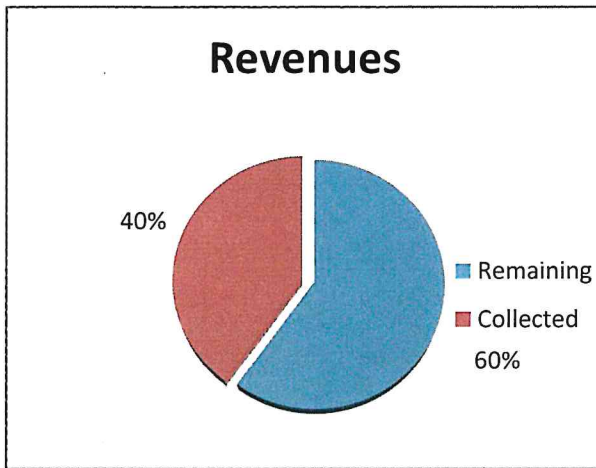


Total budgeted expenditures for the fiscal year are \$13,860,435. Total expenditures through 5 months or 42% of this fiscal year amounted to \$5,904,102 or 43% of FY24 budgeted expenditures. Production expenditures are \$487,084, a decrease of \$160,387 from the previous year due to the repair to the secondary basin (FY23). Operations division expenditures are \$422,181, an increase of \$61,290 due to the changes in personnel. Sewer division expenditures have decreased \$77,663 to \$109,921 due to timing of sewer line maintenance. Non-departmental expenditures are \$3,135,345, an increase of \$222,922 due to increased sewer charges for sewage treatment. Capital outlay is \$1,313,056 (purchase of Vactor and water main replacements). Payments for debt are comparable to the previous year at \$386,515. Current revenues exceed current expenditures by \$563,649 (without debt proceeds, expenditures exceed revenue by \$329,685).



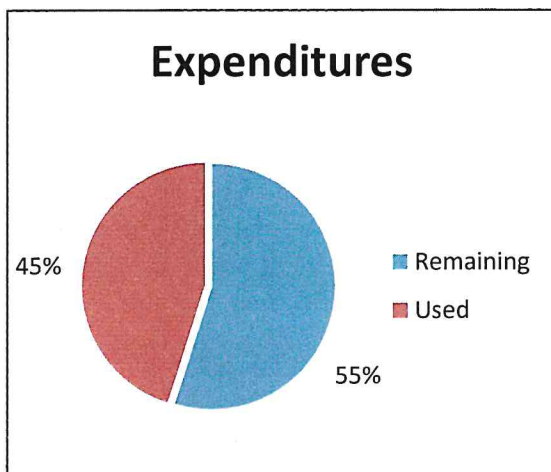
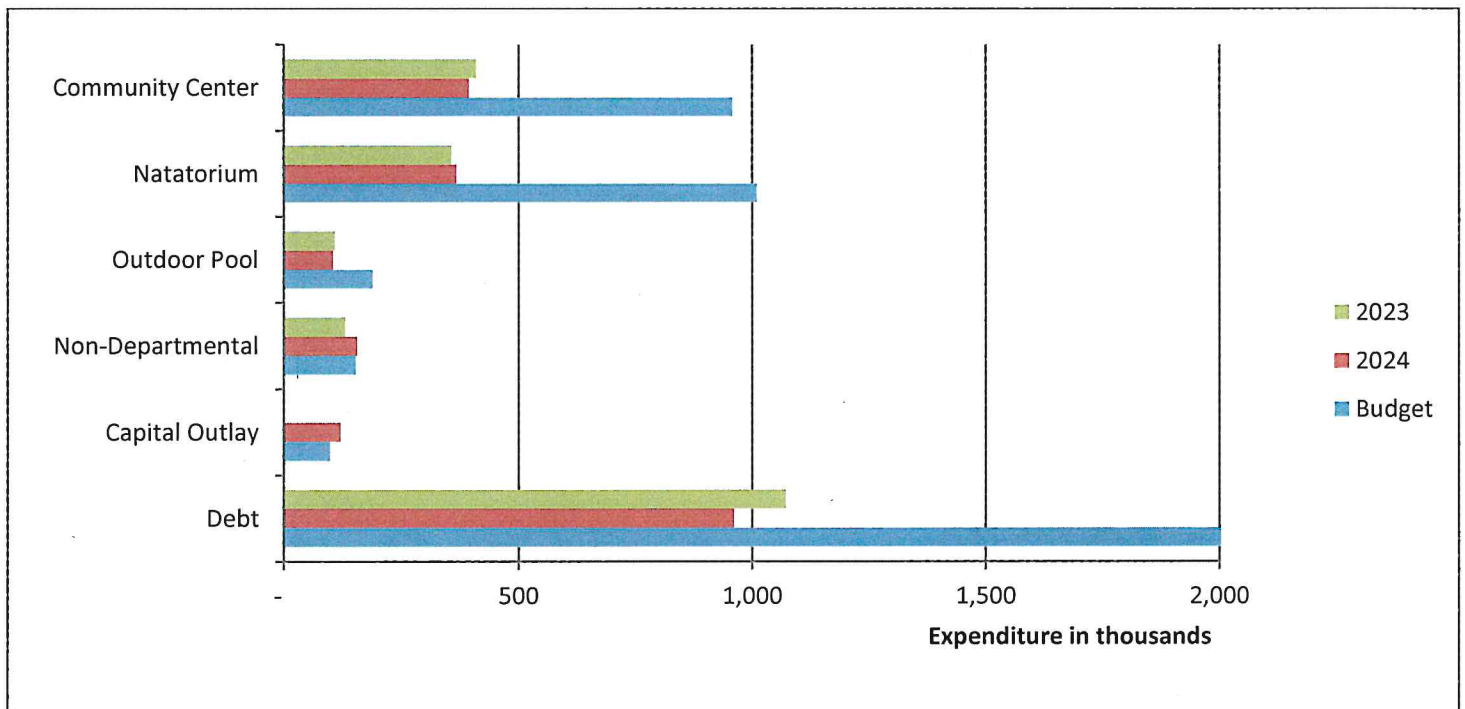
COMMUNITY CENTER AND PARKS TAX FUND





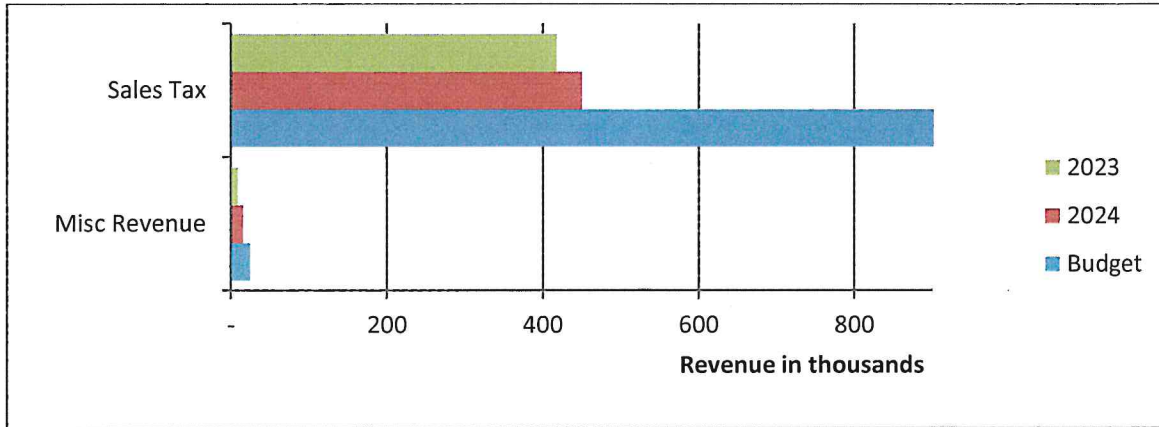
Total budgeted revenues for the fiscal year are \$4,935,650. Total revenues through 5 months or 42% of this fiscal year, amounted to \$1,975,667 or 40% of FY24 budgeted revenues. Sales tax received is \$450,791, an increase of \$32,221 (8%) from the previous year. Intergovernmental revenue consists of a charge to the North Kansas City School District for the natatorium \$725,000 and \$500,000 in ARPA funding. Revenue from the NKC School District is usually received in January and ARPA funding will be added at yearend. Charges for Services are \$618,888, an increase of \$66,334 (12%). Revenue from facility rental is \$104,009, a decrease of 7%. Miscellaneous revenue is \$15,979. Transfers to the fund are

\$786,000. There is no equity transfer budgeted for the fiscal year.

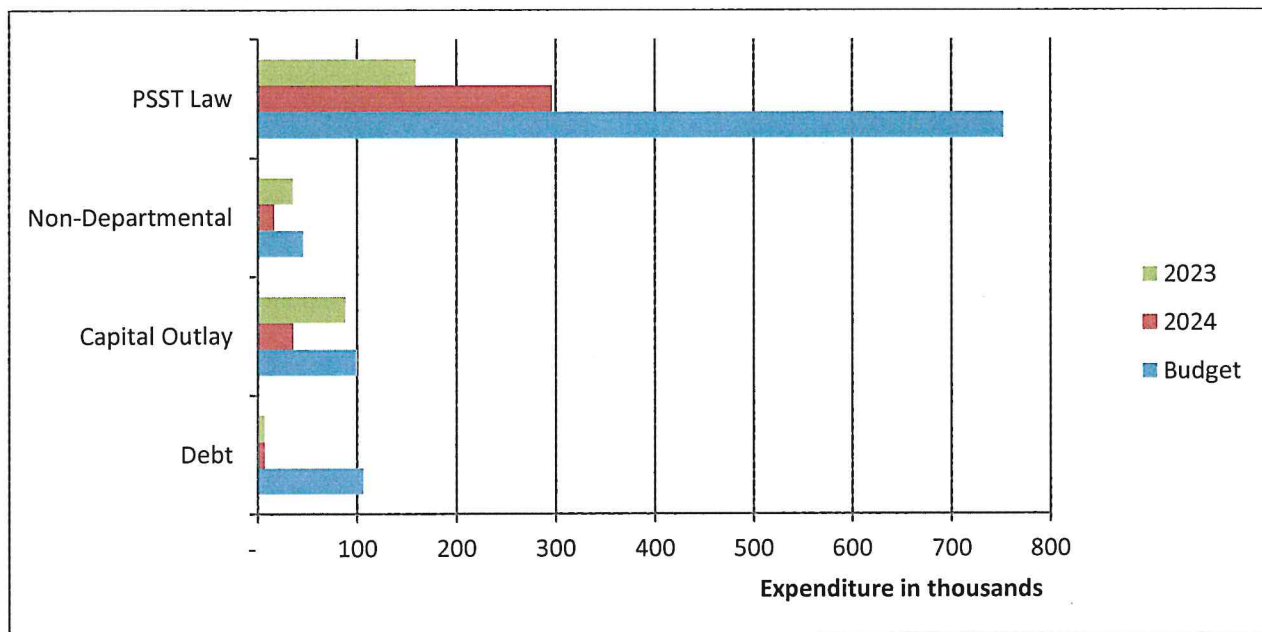
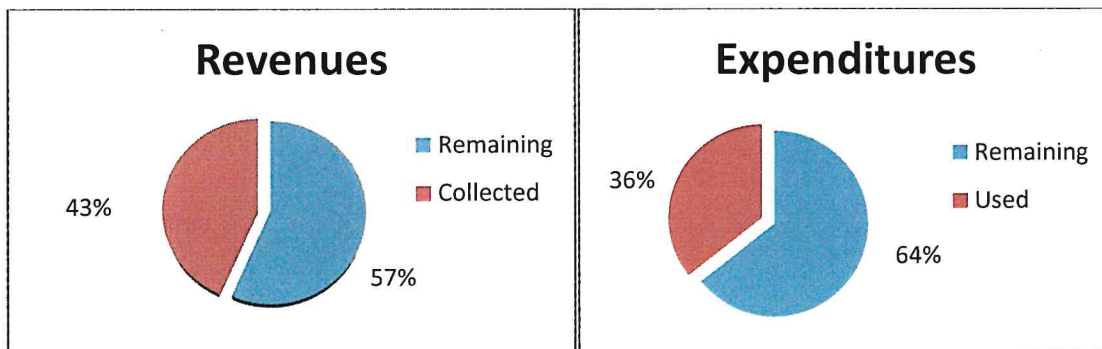


Total budgeted expenditures for the fiscal year are \$4,676,797. Total expenditures through 5 months or 42% of this fiscal year amounted to \$2,109,714 or 45% of FY24 budgeted expenditures. Community Center expenditures are \$395,047, or 4% less than the previous year. Natatorium expenditures are \$368,285, or 3% more than the previous year. Outdoor Pool expenditures are \$105,462, a decrease of 4% from last year. Non-departmental expenditures have increased 19% to \$157,242, due to increases in property and liability insurance. Capital outlay is \$121,339. Payment for debt is \$962,339. Current expenditures exceed current revenues by \$134,047.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,076,000. Total revenues through 5 months or 42% of this fiscal year amounted to \$467,304 or 43% of FY24 budgeted revenues. Sales tax on a cash basis is \$450,782, or an increase of \$32,219 (8%). Miscellaneous revenue is \$16,522. An equity transfer for the PSST Fund is not budgeted, at this time.



Total budgeted expenditures for the fiscal year are \$1,006,872. Total expenditures through 5 months or 42% of this fiscal year are \$358,005 or 36% of the FY24 budgeted expenditures. Law division is \$296,872, an increase of \$137,018 from the same time last year due to filled positions. Non-Departmental is \$17,273, compared to \$35,959 during the previous year (difference is due to previous year's timing of equipment maintenance expenditures). Capital outlay is \$36,442. Payment for debt is \$7,438, comparable to the previous year. Current revenue over expense for the fund is \$109,299.

Respectfully submitted,

A handwritten signature in black ink, reading "Dominic Accurso". The signature is written in a cursive, flowing style with a large initial "D".

Dominic Accurso
Director of Finance



Request for Council Action

RES ☐# City Clerk Only

BILL ☒# 24-01

ORD ☒# 4.657

Date: 12/28/2023

Department: General Administration

Meeting Date Requested: 1/8/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: This Ordinance declares that a municipal election for the City of Gladstone, Missouri will take place on Tuesday, April 2, 2024. Four (4) individuals have filed for two (2) available positions: Spencer Davis, Cody McElroy, Mike Ebenroth, and Jean B. Moore (incumbent). After adoption of this Ordinance, the City Clerk will certify the names attached with the Clay County Board of Election Commissioners by the final certification date of January 23, 2024.

Background: N/A

Budget Discussion: N/A

Public/Board/Staff Input: N/A

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
City Manager

JM
City Attorney

AN ORDINANCE CALLING A GENERAL ELECTION FOR THE ELECTION OF TWO (2) POSITIONS TO THE GLADSTONE CITY COUNCIL ON TUESDAY, APRIL 2, 2024; DESCRIBING THE FORM OF THE BALLOT AND DIRECTING THE CITY CLERK TO SUBMIT CERTIFICATION OF SUCH ELECTION TO THE CLAY COUNTY BOARD OF ELECTION COMMISSIONERS PURSUANT TO RSMo. 115.125.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. General Election Called.

A General Councilmanic Election shall be, and the same is hereby ordered to be held in the City of Gladstone, Missouri, on Tuesday, April 2, 2024, and the following candidate names shall be printed on the ballot in the order of the filing as the nominee for two (2) Gladstone City Council positions as indicated:

FOR COUNCILMEMBER

Three (3) Year Term

(Vote for Two)
Spencer Davis
Cody McElroy
Mike Ebenroth
Jean B. Moore

Section 2. Notification.

The City Clerk is hereby directed to notify the Board of Election Commissioners of Clay County, Missouri, of the enactment of this Ordinance pursuant to RSMo 115.125.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 24-02

ORD ☒ # 4.658

Date: 12/14/2023

Department: General Administration

Meeting Date Requested: 1/8/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, MO and the Kansas City Area Transit Authority (KCATA) to provide IRIS public transportation services from January 1, 2024 through March 31, 2024.

Background: Beginning on July 1, 2023, the City of Gladstone and KCATA entered into a series of monthly agreements for IRIS public transportation services for a monthly obligation of \$7,000.00. The purpose for the monthly agreements was to provide a period of time to establish ridership numbers so that more accurate pricing could be identified. KCATA has asked that the \$7,000.00 per month pricing continue another three (3) months, which would end on March 31, 2024. Because KCATA has established a full three (3) month period of pricing, it is more efficient to sign a single three (3) month agreement for \$21,000.00 rather than continue the month to month agreements.

Budget Discussion: Funds are budgeted in the amount of \$ 21,000.00 from the TST Fund. Ongoing costs are estimated to be \$ NA annually. Previous years' funding was \$ NA.

Public/Board/Staff Input: Staff recommends approval of the proposed Bill.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
Department Director/Administrator

CW
City Attorney

BB
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE IRIS PUBLIC TRANSPORTATION SERVICES FROM JANUARY 1, 2024, THROUGH MARCH 31, 2024.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with the Kansas City Area Transportation Authority (KCATA) for IRIS public transportation services during the period of January 1, 2024, through March 31, 2024, will be beneficial to Gladstone residents; and

WHEREAS, the cost of IRIS public transit services to be provided by KCATA to the City of Gladstone, Missouri, will be \$7,000.00 per month or \$21,000.00 for the three (3) month term.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is hereby authorized to execute a three (3) month agreement with the Kansas City Area Transportation Authority (KCATA) for IRIS public transit services at a cost not to exceed \$21,000.00.

FURTHER, THAT, expenditure of such funds is hereby authorized from the Transportation Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: January 8, 2024

Second Reading: January 8, 2024

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service

GLADSTONE, MISSOURI

THIS CONTRACT entered into this 9th day of January, 2023 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the “KCATA”), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the **CITY OF GLADSTONE, MISSOURI** (hereinafter referred to as the “Community”).

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the “District”), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the Community requests IRIS transportation services from the KCATA through its third-party service provider WHC.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Community requests IRS transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “A,” be operated by the KCATA for the period January 1, 2024, through March 31, 2024.
2. The level of service, as generally set forth in Attachment “A,” shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.
3. The KCATA and the Community estimate the Community’s total payment for the service (hereinafter referred to as “Local Share”) to be **\$21,000** paid in advance of the start of any service each month or (based on current contract amount, Community will pay \$7,000 to KCATA on the 1st of each month).

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

IRIS Service	<u>\$ 21,000</u>
Total Local Share	\$ 21,000

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$21,000**.
5. The method of payment of the Local Share provided for in Paragraph “3” is as follows:
 - a. The Community’s monthly Local Share will be one-third of the Community’s portion of the estimated total local share for the three-month period.
 - b. The KCATA will invoice the Community for Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.
6. General Provisions:
 - A. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
 - B. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
 - C. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
 - D. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
 - E. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

it is requested in writing.

- F. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- G. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- 7. This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.
- 8. The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.
- 9. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Bryce Shields, Community Engagement and Affairs Partner
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to City: Robert M. Baer – City Manager
City of Gladstone
7010 North Holmes
Gladstone, Mo 64118

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Melissa Bynum, Chair

Date: _____

THE CITY OF GLADSTONE, MISSOURI

By: _____

Date: _____

Name and Title: Robert M. Baer, City Manager

Attachments

Attachment A: Contract Service

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

ATTACHMENT “A”

CITY OF GLADSTONE, MISSOURI CONTRACT SERVICE

IRIS provides a daily demand responsive service from 4 AM to 11 PM. Trips within the boundaries of the City of Gladstone will have a fare of \$0. Trips leaving or coming from boarders outside of Gladstone will follow the IRIS pricing structure within Kansas City, MO. All fare revenues will be retained by KCATA.



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 24-03

ORD ☒ # 4.659

Date: 12/29/2023

Department: General Administration

Meeting Date Requested: 1/8/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Collective Bargaining Agreement for non-supervisory, commissioned Police Department personnel between the City of Gladstone and the Fraternal Order of Police, Lodge 50.

Background: The Fraternal Order of Police, Lodge 50 represents non-supervisory, commissioned Police Department personnel, to include the rank of Corporal. Over the last several months, the City has been bargaining in good faith with the Fraternal Order of Police, Lodge 50. Those negotiations have resulted in the attached Collective Bargaining Agreement. This Agreement was ratified by the Fraternal Order of Police, Lodge 50 on December 09, 2023. Staff recommends approval of this Agreement.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
City Manager

JM
City Attorney

BILL NO. 24-03

ORDINANCE NO. 4.659

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, LODGE 50 FOR NON-SUPERVISORY, COMMISSIONED POLICE DEPARTMENT PERSONNEL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Gladstone, Missouri (the “City”) has recognized the Fraternal Order of Police, Lodge 50 (the “Union”), as the representative for the purpose of collective bargaining for non-supervisory, sworn members of the City’s Police Department, including Corporals and Police Officers; but, excluding Sergeants, Captains, and civilian staff; and

WHEREAS, the City and the Fraternal Order of Police, Lodge 50 have negotiated the terms of a collective bargaining agreement between the parties; and

WHEREAS, on December 09, 2023, the membership of the Fraternal Order of Police, Lodge 50 voted to ratify the proposed collective bargaining agreement with the City; and

WHEREAS, the City Council desires to approve the collective bargaining agreement with the Fraternal Order of Police, Lodge 50 and authorize the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute the Collective Bargaining Agreement Between the City of Gladstone, Missouri and Fraternal Order of Police, Lodge 50 attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: January 8, 2024

Second Reading: January 8, 2024

EXHIBIT A

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
GLADSTONE, MISSOURI AND THE FRATERNAL ORDER OF POLICE, LODGE 50**

[see attached]

CITY OF GLADSTONE, MISSOURI

AND

FRATERNAL ORDER OF POLICE WEST CENTRAL MISSOURI REGIONAL

LODGE # 50



2023-2026

LABOR AGREEMENT

NON-SUPERVISORY BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Gladstone, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Employee Handbook, the General Orders of the City's Police Department (hereinafter, the "Department,"), or with any policies, procedures, or other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Employee Handbook, and the Department's General Orders and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all sworn, full-time personnel employed in the Gladstone Police Department with the rank of Police Officer or Corporal.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department the City will bargain with the Lodge regarding the potential inclusion of the classification in either of the existing bargaining units. The City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, or political affiliation, consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed two (2) individuals, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their FTO process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation, not to exceed thirty (30) minutes. The Lodge representative must either be a member of the same bargaining unit as the employee being oriented, or a non-employee representative of the Lodge.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the patrol area. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts. The Lodge will notify the City of any change in amount to be transferred to Lodge-affiliated accounts without the need for the submission of new forms from individual members. The Lodge will provide the City 30 days' notice of any changes.

Section 4.06 Lodge Business

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative from their same bargaining unit on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon written request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City will require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Specialized Assignments

Full Time specialized assignments may include, but shall not be limited to K-9 Officer, School Resource Officer, Criminal Investigator/Detective, Traffic Officers, Law Enforcement Training Coordinator, Crime Prevention Specialist, and Specialized Unit Officers.

Part-time assignments may include but shall not be limited to Type II Breath Analyzer, Bicycle Officer, Tactical Unit Officer, Drone Operator, Hostage Negotiators, Instructors, Field Training Officers and Honor Guard.

Section 7.02 Vacancy Posting

When there is a vacancy in any specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.03 Bid for Special Assignment Vacancy

Bargaining unit employees shall submit their bid for vacant positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board selected by the Chief. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder

shall receive a copy of their testing scores and/or oral board scores. Employees shall be paid for all time in interviews and tests.

Section 7.04 Input and Selection for Specialized Assignments

The Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for a position as provided herein, the Chief or his or her designee, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.05 Multiple Positions

Personnel who hold specialized assignments may bid for and hold multiple specialized assignments, so long as no conflict exists among the positions held.

Article VIII. Hours of Work

Section 8.01 Hours

Officers working in patrol shall work twelve (12) hour shifts. The Impact Squad shall work ten (10) hour shifts. Detectives and SROs shall work eight (8) hour shifts. The Department may change the duration of the shifts and the schedule of bargaining unit employees at its discretion provided that it sends written notice to the FOP for input regarding such change at least 30 calendar days in advance of the implementation of such change. The Department shall not be required to comply with the 30-day written notice provision in cases of a temporary change (30 days or less) to the shift duration or schedule to address an emergency situation.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol will complete a bidding process each October, wherein:

- (a) Officers shall bid for shifts based upon their seniority.
- (b) Officers will bid in order of their seniority. Officers will be given a reasonable opportunity to submit their bid of no more than twenty-four hours.
- (c) Members who fail to bid will be placed in open shift positions after the bid process is completed.
- (c) New bid assignments will become effective the first full pay period in January following the October bid.
- (d) The Police Chief shall have the authority to assign new officers to shifts at his or her discretion when those officers complete Field Training.

- (e) The Department may conduct an additional bid as necessary in the event it adopts a permanent schedule change during the course of the year.

Section 8.03 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Commander(s) of the affected Division(s).

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

Section 8.04 Meal Breaks

The Department shall make a reasonable attempt to allow all members to receive a thirty (30) minute paid meal break, plus two (2) fifteen (15) minute paid breaks for each full shift worked.

Section 8.05 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval of their immediate supervisors. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Promotion Eligibility

Officers are eligible to participate in the promotion process for Corporals after three (3) years of full-time service as a commissioned Police Officer with at least one year of service at the City of Gladstone, provided they have not received suspension (or any Level 3 discipline) in the last two (2) years. Officers are eligible to participate in the promotion process for Sergeants after five years of full-time service as a commissioned Police Officer with at least one year of service at the rank of Corporal within the City of Gladstone.

Section 9.02 Promotional Process When the Chief determines there is a need to fill one or more Corporal or Sergeant positions, he or she shall distribute a notice of the opening(s), via email, at least fourteen (14) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) The promotional process shall be administered by a promotional board. For promotions to sergeant, the board shall consist of the two division commanders, the HR administrator, and one command-level officer from an outside agency. For promotions to corporal, the board shall consist of two sergeants, the HR administrator, and one sergeant from an outside agency. Outside agency participants shall be selected by the Chief or his or her designee.

- (b) The promotional process shall consist of a written examination, a written and oral exercise, and an oral board interview. The promotional board shall identify the top three candidates who will then participate in interviews with the Police Chief.
- (c) The Police Chief shall interview the three top candidates for each open position, and shall select the best candidate for promotion after considering each candidate's job performance and relevant knowledge, experience, and ability. In the event the Police Chief determines none of the internal candidates are ready for promotion, he or she may seek and consider external candidates.
- (d) Employees shall be paid at straight time rates for time spent in testing or in interviews during the promotional process. The City shall have the option to adjust working schedules during the weeks affected by the promotional process, so that any employee's total scheduled hours during the work period(s) in question do not exceed the regularly scheduled hours for that period. Regardless of whether the City elects to make such adjustments, the parties jointly recognize that participation in the promotional process is not "work" for the benefit of the City, but rather is a purely voluntary activity for the benefit of each individual officer. Therefore, hours spent in a promotional process will not count toward overtime eligibility.

Section 9.03 Raises Upon Promotion

Upon receiving a promotion, the employee shall receive a pay increase to the lowest step of the new classification that results in a pay increase of at least 4%.

Article X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City. While employees covered under this agreement are on Workers' Compensation leave, the City will maintain their regular base pay and the employees will sign over their Workers' Compensation checks to the City.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may at its discretion offer a transitional duty assignment, to the extent productive work is available and there is an operational need for the injured employee to perform the transitional work. The City shall have the option of discontinuing the transitional duty at any time. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01 Wages

The parties agree that the City will maintain the current pay step system attached hereto as Appendix A.

All bargaining unit members whose job performance meets or exceeds expectations will receive a one-step pay increase on November 1 of each calendar year during the life of this Agreement, except the initial pay raise under this Agreement shall become effective upon ratification of the Agreement by the bargaining unit.

Employees hired into the bargaining unit between November 1 and April 30 of any calendar year shall be eligible for their first step increase on the next occurring November 1. Employees hired into the bargaining unit between May 1 and October 31 shall be eligible for their first step increase on the second occurring November 1 after their date of hire.

Section 11.02 Lateral Hires

The Police Chief shall have discretion to place new hires at steps A through E in the pay step system, based on their relevant experience. Credit need not be given on a year-for-year basis, but shall be based on the quality and nature of the work experience in question.

Section 11.03 Acting Sergeant/Corporal

Members acting as the officer in charge for more than four consecutive weeks shall be paid an additional five percent (5%) above their base hourly rate, for all times spent in the acting position as a premium for all time spent working out of grade.

Section 11.04 FTO Pay

For each day that they are training a new recruit, officers assigned as FTOs shall receive one (1) hour of straight time pay at their regular hourly rate. This pay shall not count toward overtime eligibility.

Section 11.05 Detective Clothing Expense Reimbursement

Detectives shall be reimbursed up to eight hundred eighty dollars (\$880) per year for actual out-of-pocket clothing expenses. Detectives seeking reimbursements shall present receipts confirming their purchases.

Section 11.06 Court Time

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater.

Section 11.07 Call Back or Call Out

Members who are called to work during their off-duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid for all hours actually worked and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

Article XII. Overtime

Section 12.01 Overtime

Employees shall be paid at time and a half of their regular rate of pay for all hours actually worked in excess of eighty (80) hours in a fourteen-day work period. Employees working Department of Transportation (DOT) grant hours shall be paid at the rate specified by the grant regardless of whether the employee's hours exceed the overtime hour threshold for the pay period.

Section 12.02 Regular Rate Calculation

Pay incentives will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.03 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include pay incentives.

Section 12.04 Extra-Work Assignment

Voluntary extra work shall be offered on a first-come, first-serve basis department-wide. Involuntary extra work shall be assigned to the least senior employee from another shift. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees on their shift have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call-out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

12.05 Compensatory Time

Bargaining unit members may have the option of accepting compensatory time in lieu of overtime pay at the rate of one and a half (1.5) hours per overtime hour worked. Bargaining unit members may accumulate up to forty (40) hours of compensatory time and any overtime worked that exceeds that maximum accumulation shall be paid at the overtime rate.

Section 12.06 Duty-Related Phone Calls and Email

Employees who receive one or more phone calls from any Department supervisor (Corporal, Sergeant, Captain, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated for actual time spent.

Section 12.07 Special Events

Employees assigned or volunteering to work Gladfest, Blues Fest, Whiskey Fest, and/or July 4th outside of their regularly scheduled shifts shall be paid premium pay at time-and-one-half their regular rate.

Article XIII. Health and Welfare

Section 13.01 Health, Dental, Life Insurance Coverage

- (a) The City shall provide Health, Dental, Vision, and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Article XIV. Retirement Benefits

Section 14.01 LAGERS

The City will continue the current LAGERS L6 non-contributory retirement program.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan.

Article XV. Holidays

Section 15.01 Holidays

- (a) Employees covered under this Agreement shall receive the following paid holidays:

New Years Day	January 1 st
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Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Friday Following the 4 th Thursday in November
Christmas Day	December 25

Employees shall accrue and be paid holiday time in accordance with City policies.

ARTICLE XVI. Leaves of Absence

Section 16.01 Vacation Leave

Sworn officers shall accrue and use vacation in accordance with City policies.

Section 16.02 Sick Leave

Employees shall accrue and use sick leave in accordance with City policies.

Section 16.03 Bereavement Leave

Employees covered under this Agreement shall be eligible for Bereavement Leave as provided in City policy.

Section 16.05 Paid Military Leave.

Employees on military leave shall receive paid and/or unpaid leave in accordance with state and federal law.

Article XVII. Seniority

Section 17.01 Seniority Definition

A current seniority list is attached at Appendix B. Newly hired police officers shall be added to the seniority list beginning with the date the employee completes the field training program.

If two or more officers have the same seniority date, the following criteria will be used to determine the higher seniority:

- (a) The person with the earlier hire date with the City.
- (b) If section (a) does not resolve the tie, the date of the most recent application for employment will establish who has the highest seniority, with the entrant having the earlier application being considered more senior.

Section 17.02 Rank Seniority

Rank seniority is based on time served within a member's current rank. If two or more members are promoted to the same rank, on the same day, then the senior employee shall be the employee with the greatest length of service in the prior rank.

Section 17.03 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job assignment, date of initial hire within the Department, and date of assignment to current position.

Section 17.04 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary separation;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for any shift unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 17.05 Rehire

Former bargaining unit employees who are rehired will begin to accrue seniority from the date of re-employment, without any credit for prior service with the City. The City shall not be under any obligation to rehire former bargaining unit employees but shall be entitled to exercise its best judgment regarding whether to rehire such individuals.

The City shall have discretion to offer employment to rehired employees at the rate of pay they would have been earning had they remained with the City, or at the rate they were earning when they left the City, or at the rate that would be offered to any comparable lateral hire. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

Article XVIII. Right to Return

Section 18.01 Return to the Bargaining Unit Following Promotion

Employees returned to the unit shall be placed at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position.

Article XIX. Reductions in Force

Section 19.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 19.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy-two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XX. Discipline

Section 20.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause.

Section 20.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it

shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Documented Verbal Warning
- (b) Written Reprimand
- (c) Suspension
- (d) Termination

Section 20.03 Non-Disciplinary Actions

Informal discussions or verbal counseling between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

Section 20.04 Copies of Personnel Records

The City will provide the employee with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon scheduling an appointment with the Human Resources Administrator. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 20.05 Lodge Representation

Members under investigation are entitled to have an attorney or any duly authorized representative present during any questioning that the member reasonably believes may result in disciplinary action. The attorney or representative shall be permitted to confer with the member but shall not unduly disrupt or interfere with the interview. The questioning shall be suspended for a period of up to twenty-four (24) hours if the officer requests representation.

Section 20.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation, upon written request of the member or the member's representative, a copy of the entire record of the administrative investigation, including, but not limited to, audio, video, and transcribed statements, shall be provided within five (5) business days of the written request. The Department may request a protective order to redact all personal identifying witness information. Any individual who reviews an internal affairs investigatory file shall maintain the confidentiality of all information contained in the file.

Section 20.07 Written Reprimands

Written reprimands shall remain active in employees' personnel files for one (1) year from the date they are issued, and during that period of time, written reprimands may be used for subsequent progressive discipline. After one (1) year, written reprimands will no longer be used for subsequent progressive discipline, but may be referred to for the purpose of demonstrating knowledge of the applicable rules or expectations, and/or to establish a pattern of behavior.

Section 20.08 Suspensions

Suspensions shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

Article XXI. Internal Investigations

Section 21.01 Administrative Investigations

All internal investigations in disciplinary matters will be conducted in accordance with the provisions of Mo. Rev. Stat. § 590.502.2.

Section 21.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management may suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered independently from the criminal investigation.

Section 21.03 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.
- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate policy. The on-scene supervisor will be in charge until properly relieved by the Lead Supervisor of the investigating agency. The crime scene will be held until the Chief or his/her designee authorizes the release. The involved officer shall not leave the scene until released by the Lead Supervisor or Gladstone PD Commander or their designee, unless transported for medical evaluation or treatment.
- Immediately following the shooting, bargaining unit members may be ordered to participate in a walk-through with an assigned investigator and provide answers to the following public safety questions to provide information necessary to complete the investigation:

- 1) Are you injured?
 - 2) If you know of anyone who was injured, what is his or her location?
 - 3) In what direction did you fire your weapon(s)?
 - 4) Are there any suspects at large, what are their descriptions?
 - 5) What was the suspects' direction of travel?
 - 6) How long ago did the suspects flee?
 - 7) For what crimes are suspects wanted?
 - 8) With what weapons is the suspect armed?
 - 9) Does any evidence need to be preserved?
 - 10) Where is the evidence located?
 - 11) Did you observe any witnesses?
 - 12) Where are they?
- Besides the answers to these questions, no other questioning shall be performed at the scene.
 - A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel present during any criminal interview. No criminal interview of the bargaining unit member involved in a shooting incident shall be conducted until the officer is well rested, generally two full sleep cycles.
 - Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the Chief or his/her designee. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave or Administrative Assignment through a Notice of Administrative Assignment.
 - If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will be returned to full duty status with all back pay, unless the Employer determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that

disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling with a City-selected mental health provider for any bargaining unit member who is involved in a critical incident.

Article XXII. Grievance Procedure

Section 22.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 22.02 Resolution at Earliest Possible Step

Informal discussions with the Chief of Police or Human Resources Administrator are encouraged prior to filing grievances. The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of the Lodge and the Chief of Police or City Administration, such resolution shall be final as to that grievance.

Section 22.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 22.04 Filed Within 15 Days

All grievances must be submitted in writing to management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 22.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 22.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 22.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired. The City Manager or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

Section 22.08 Suspension and Discharge Grievances Filed At Step Three

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Three.

Section 22.09 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 22.10 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 22.11 No Interruptions in Service

Neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Gladstone Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 22.11.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIII. Arbitration

Section 23.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Human Resources Administrator within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Manager or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 23.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional panel of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 23.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 23.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of meetings.

Section 24.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 24.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXV. General Provisions

Section 25.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment to the appropriate members.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.

- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Officers may choose to wear long or short sleeve shirts at their discretion.
- (d) Officers with twenty-five (25) or more years of service who are in good standing at the time of retirement from the police department shall be gifted their firearm by the department at the time of departure.

Section 25.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

Section 25.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 25.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 25.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Article XXVI. Training

Section 26.01 Pay for Training

Training required by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with required training shall be paid by the Department. Meal reimbursement and travel pay shall be provided in accordance with City policy.

Section 26.02 Return from Training

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued comp time or vacation time to cover the remainder of their regularly scheduled hours, if they so desire.

Article XXVII. Complete Agreement

Section 27.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXIV.

Section 27.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties. Individual agreements concerning training costs or signing incentives shall remain in effect.

Section 27.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon ratification by the Union and adoption by the City Council and shall remain in effect through October 31, 2026. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Robert Baer
City Manager

Rick Inglima
President

On behalf of
The City of Gladstone

On behalf of
FOP West Central Missouri Lodge No. 50

Date

Date

Appendix A

PD PAY SCALE			
<i>City of Gladstone</i>			
Law Enforcement			
	Pay Grade	Hourly	Annual Equivalent
<i>Entrant Officer</i>	A	\$23.5577	\$49,000
<i>Police Officer Detective</i>	A	\$25.9615	\$54,000
	B	\$26.7404	\$55,620
	C	\$27.5426	\$57,289
	D	\$28.3689	\$59,007
	E	\$29.2199	\$60,777
	F	\$30.0965	\$62,601
	G	\$30.9994	\$64,479
	H	\$31.9294	\$66,413
	I	\$32.8873	\$68,406
	J	\$33.8739	\$70,458
	K	\$34.8901	\$72,571
	L	\$35.9368	\$74,749
<i>Corporal</i>	M	\$37.0149	\$76,991
	A	\$28.8462	\$60,000
	B	\$29.7115	\$61,800
	C	\$30.6029	\$63,654
	D	\$31.5210	\$65,564
	E	\$32.4666	\$67,531
	F	\$33.4406	\$69,556
	G	\$34.4438	\$71,643
	H	\$35.4771	\$73,792
	I	\$36.5414	\$76,006
	J	\$37.6377	\$78,286



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 24-04

ORD ☒ # 4.660

Date: 1/2/2024

Department/Office: Public Works

Meeting Date Requested: 1/8/2024

Public Hearing: ☐ Yes ☒ No Date:

Subject: Intergovernmental Agreement, 2024 Regional Household Hazardous Waste Collection Program

Background: The City of Gladstone has participated in the MARC Regional Household Hazardous Waste Collection Program since 2006. This program requires the City to enter into a new Intergovernmental Agreement annually. In order to continue in the program, staff is requesting that the City Council authorize the City Manager to execute a new agreement with MARC.

The annual cost of participation in 2023 was \$29,718.70, which is \$1.10 per resident based on population estimates. The annual cost of participation in 2024 will be \$30,404.91, which is \$1.13 per resident.

As in previous years, the City plans to host a mobile event in 2024 on a date chosen by the MARC Solid Waste Management District. Gladstone residents can also continue to use the permanent facility located at 4707 Deramus in Kansas City, MO and 2101 SE Hamblen Road in Lee's Summit, MO. During the first three quarters of 2023, a total of 344 residents participated in the program and safely disposed of approximately 42,610 lbs of household hazardous waste.

Budget Discussion: Funds are budgeted in the amount of \$30,404.91 in FY24 from the General fund. Ongoing costs are estimated to be \$30,404.91.

Public/Board/Staff Input: N/A

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLADSTONE AND THE MID-AMERICA REGIONAL COUNCIL (MARC) SOLID WASTE MANAGEMENT DISTRICT FOR THE 2024 REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN THE AMOUNT OF \$30,404.91.

Legislative Findings

1. Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990); and
2. The members of the SWMD include most cities within the member counties including the City of Gladstone; and
3. The City of Gladstone will be responsible for an annual fee for 2024 in the amount of \$30,404.91, which is \$1.13 per resident based on population estimates; and
4. It is in the best interest of all of the citizens of Gladstone to continue the City's membership in the SWMD Regional Household Hazardous Waste Collection Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager of the City of Gladstone, Missouri, is hereby authorized to execute the agreement with the MARC SWMD for the Regional Household Hazardous Waste Collection Program.

SECTION 2. Funds for the program costs are budgeted in the City of Gladstone's General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

1st Reading: January 8, 2024

2nd Reading: January 8, 2024