

RESOLUTION R-19-11

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LABOR/MANAGEMENT COMMITTEE AGREEMENT WITH REGIONAL LODGE #50 OF THE FRATERNAL ORDER OF POLICE.

WHEREAS, Regional Lodge #50 of the Fraternal Order of Police (the “Union”) requested the City engage in the collective bargaining process with the intent the parties enter into an agreement applicable to certain members of the Union who are law enforcement officers (sergeants and corporals/officers) in the City’s Public Safety Department; and

WHEREAS, on May 22, 2018, and on May 24, 2018, police sergeants and police corporals/police officers in the Public Safety Department voted to approve the Fraternal Order of Police as their exclusive bargaining representative pursuant to Ordinance 4333 (Code Sections 1.130.241 – 1.130.247); and

WHEREAS, on June 11, 2018, the City Council of the City of Gladstone accepted the ballot results and recognized the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police as the Exclusive Bargaining Representative for Two Public Safety Employee Groups – Police Officers and Corporals Unit and Sergeants Unit; and

WHEREAS, The FOP leadership, after consultation with the membership, approved the agreement on February 4, 2019; and

WHEREAS, City staff recommends the Labor/Management Committee Agreement be approved by the City Council; and

WHEREAS, having considered the vote by the Union to approve the Labor/Management Committee Agreement and the recommendation of the City staff, the City Council desires to authorize the City Manager to enter into the Labor/Management Committee Agreement on behalf of the City.

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 is hereby authorized to execute the Labor/Management Committee Agreement in the form attached hereto as Exhibit A and to take such other actions as may be necessary to effectuate the intent of this Resolution.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 11th DAY OF FEBRUARY, 2019.



Mayor Bill Garnos

ATTEST:



Ruth Bocchino, City Clerk



Request for Council Action

RES # R-19-11

BILL # City Clerk Only

ORD # City Clerk Only

Date: 2/1/2019

Department: Public Safety

Meeting Date Requested: 02/11/2019

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

Subject: Labor/Management Committee Agreement with FOP

Background: Regional Lodge #50 of the Fraternal Order of Police requested the City of Gladstone engage in collective bargaining process with the intent that the parties enter into an agreement with members of the Union who are law enforcement officers (sergeants and corporals/officers) in the City's Public Safety Department.

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

Public/Board/Staff Input: police sergeants and police corporals/officers notified the City that pursuant to Ordinance 4333 employees in two separate bargaining units (non-supervisory officers and supervisory officers) voted to approve the Fraternal Order of Police as their exclusive bargaining representative.

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

Department Director/Administrator

PC
City Attorney

SW
City Manager

Chief Michael J. Hasty
Director of Public Safety

**LABOR/MANAGEMENT COMMITTEE AGREEMENT
BETWEEN
CITY OF GLADSTONE, MISSOURI
AND
WEST CENTRAL MISSOURI REGIONAL LODGE #50
FRATERNAL ORDER OF POLICE**

West Central Missouri Regional Lodge #50 of the Fraternal Order of Police, herein called the "Union," and the City of Gladstone, Missouri, herein called the "City," hereby agree as follows:

1. There shall be a Labor/Management Committee consisting of three representatives from Management and two representatives from each Bargaining Unit. The City's representatives shall be the City Manager or his/her designee, the Director of Public Safety, and one member of management from the Police Field Services Division or Support Services Division, designated by the Director of Public Safety. Each Bargaining Unit shall be represented by regular full-time employees of the City, designated by the Union.
2. The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas. Meetings may be joint, including representatives from both bargaining units, when addressing matters of joint concern for both units.
3. The City and the Union 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 regular meetings. Union representatives, who are on-duty, shall be permitted to attend all Committee meetings in paid status, and the parties shall endeavor to schedule such meetings while Union representatives are on-duty with the understanding that there may be times when all members are not on-duty and in such circumstances the off-duty members shall not receive pay for their attendance.
4. The Committee shall meet at least quarterly. 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 law enforcement services, including efficiency of operations, overall working conditions, and employee benefits. Any representative to the Committee may present topics to be included on the agenda, for discussion during Committee meetings.
 - C. Review and discussion of any revisions or potential revisions of Department or City policies or practices impacting law enforcement personnel and/or operations. All new or revised policies that impact wages, hours, or terms or conditions of employment for bargaining unit members shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy would negatively affect the Public Safety Department's ability to provide law enforcement services to the public. Such discussions shall not be pro forma, but shall be

meaningful and conducted in good faith, with due consideration of the Union's comments and input.

D. Resolution of any dispute or problem involving any represented regular full-time employee or group of employees, on an informal, voluntary basis.

5. When the City wishes to adopt any new policy or procedure, or amend or revoke any existing policy or procedure that affects the wages, hours, terms or conditions of employment of bargaining unit personnel, it shall first provide an advance copy of the change to the Union, at least fifteen (15) calendar days before implementing the policy or procedure, through the Labor/Management Committee, where practical. Management will meet with the Union upon request to discuss the change via the Labor/Management Committee. The City will consider in good faith any suggestions the Union may offer, but retains the right to implement new policies or procedures, and to amend or revoke such policies or procedures, without obtaining the Union's agreement to such changes. The Union retains the right to grieve the implementation of any change at the time the change is issued, through the City's existing grievance process.

6. Special meeting dates will be set upon request, within a reasonable period after the meeting request is submitted, to address issues of an urgent nature.

7. On or before February 28, 2019, either personally or through a designee, the City Manager hereby agrees to meet with the Committee to share his tentative plan for allocation of the new sales tax revenues within the Public Safety Department, in the event the proposed general sales tax passes and generates the anticipated revenues. It is understood that the tentative plan does not represent a commitment by the City, but does represent a good faith projection based on the information currently available. The Committee members are encouraged to provide input to the City Manager regarding the tentative plan, but acknowledge the sensitivity of any such plan, and agree to maintain the specific details confidential among themselves.

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


9. The Union shall be permitted to use the City's email Union business, so long as the Union'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 Union shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Union 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.

10. This Labor/Management Committee Agreement shall remain in effect until June 30, 2019, but may be extended by any additional period of time by mutual written agreement of the parties.

So agreed this ___ day of February, 2019.



Scott Wingerson
City Manager
City of Gladstone

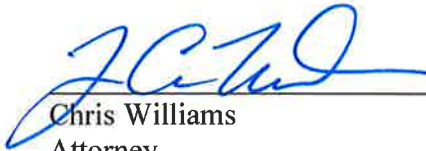


West Central Regional Missouri Lodge #50

ATTEST:



Ruth Bocchino
City Clerk



Chris Williams
Attorney