

COLLECTIVE BARGAINING AGREEMENT

Between
Laborers' International Union of North America, Local 773
and
City of Columbia, Missouri

Effective: October 1, 2017 through September 30, 2020

SECTION 1. INTENT AND PURPOSE

This collective bargaining agreement is entered into by and between the City of Columbia, Missouri hereinafter referred to as the Employer, City, or Management; and Laborers' International Union of North America Local 773, hereinafter referred to as the Union.

The purpose of this contract is to set forth terms and conditions of employment and to promote harmonious, orderly and peaceful labor relations for the mutual interest of the City, employees of the City represented by the Union, and the citizens of Columbia.

It is the intention of the parties that this agreement will establish sound relations between the City and its employees which will promote genuine cooperation, and efficiency to the end that the City and its employees will mutually benefit, and to facilitate peaceful adjustments of differences which may arise from time to time between the City and employees covered by this agreement.

The parties agree that this agreement has been reached as a result of their good faith efforts to satisfy their obligations under Missouri law, that the Union has presented a comprehensive collective bargaining agreement proposal, that the parties have met, discussed, and agreed upon a resolution of those issues impacting terms and conditions of employment.

In consideration of the mutual promises and obligations assumed herein, the parties hereto agree as follows:

SECTION 2. RECOGNITION

The City recognizes the Union as the exclusive authorized representative of permanent employees (excluding individuals in some supervisory, temporary or seasonal, and professional capacities) (collectively known as the members of the bargaining unit or "Members") in the following classifications:

- 2.1 Public Works Street maintenance and cleaning
 - Equipment Operator II
 - Equipment Operator III
 - Sign Technician
- 2.2 Utilities Department - Solid waste sanitary landfill, and recycling operations-Utilities
 - Custodian
 - Equipment Operator I
 - Equipment Operator II
 - Equipment Operator III
 - Material Handler
 - Refuse Collector
 - Sr. Refuse Collector
 - Traffic Control Operator
- 2.3 Utilities Department - Waste Water treatment and Sewer/Storm water maintenance operations-
 - Associate Utility Maintenance Mechanic
 - CCTV Technician
 - Custodian
 - Equipment Operator II
 - Equipment Operator III
 - Instrument Technician
 - Jet Lead Operator
 - Laboratory Technician
 - Maintenance Assistant
 - Sewer Utility Lead Operator
 - Sr. Utility Maintenance Mechanic
 - Utility Maintenance Mechanic
 - Wetlands Lead Operator
 - WWTP Operator
- 2.4 Economic Development Department - Airport custodial and maintenance activities
 - Maintenance Assistant
 - Maintenance Mechanic

- 2.5 Public Works Department - Bus/Transit operations
 - Bus Driver
 - Lead Bus Driver
 - Maintenance Assistant
- 2.6 Public Works Department – Building Maintenance
 - Custodian
 - Building Maintenance Mechanic
 - Maintenance Assistant
 - Sr. Building Maintenance Mechanic
- 2.7 Parks and Recreation Department
 - Custodian
 - Construction Mechanic
 - Construction Specialist
 - Construction Technician
 - Electrician
 - Equipment Operator II
 - Equipment Mechanic
 - Maintenance Assistant
 - Maintenance Specialist
 - Maintenance Technician
 - Parks & Grounds Specialist
 - Parks &Grounds Technician
- 2.8 Public Works Department – Fleet Operations
 - Maintenance Assistant
 - Stores Clerk
 - Vehicle Mechanic
 - Vehicle Service Worker
- 2.9 Public Works Department - Parking
 - Custodian
 - Maintenance Assistant
 - Parking Meter Repair Technician
 - Parking Meter Repair Assistant

The city will provide a list of employees in the positions above upon request from the Union Representative.

The City will notify the Union of Classification reassignment proposals prior to submission of the proposal to the city council for a public vote. The City has proposed the following new classifications and agrees that if adopted by city council, these positions will be represented by the Union:

Public Works/Parking Division

Maintenance Associate (replaces Maintenance Assistant)

Utilities/Solid Waste Division

Refuse Collector I and II (replaces Refuse Collector)

Container Maintenance Technician

The Union recognizes that should the Members disaffiliate with the Union that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Union. If the new entity is established as the exclusive bargaining agent of the bargaining unit as recognized by law this agreement will be null and void. The City recognizes it would have a duty to negotiate in good faith. A change in current recognized Union charter (#) number does not mean disaffiliation. The City will recognize the new charter number as the exclusive authorized bargaining agent.

SECTION 3. DUES CHECK-OFF

- A. Once a month, the City will deduct the Union membership fees and dues from those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month are to be effective during the succeeding month.
- B. Dues are to be deducted from the first paycheck of each month and are to be remitted for deposit directly to the Union's General Fund with an itemized statement being sent to the Union Treasurer within fifteen (15) days after the deductions have been made.
- C. The City may deduct, as a service fee, 10 cents per participating employee per month from the total monthly remittance to the Union's General Fund.
- D. An employee may cancel or revoke the authorization for check off deductions by written notice to the City and the Union during the period December 1 through December 31, annually. Union dues will stop, beginning with the first full pay period of the new calendar year.

The City agrees it is an employee responsibility to notify the Union when title changes to a supervisor, temporary, seasonal or professional capacity during the year so that dues may be stopped outside of the December revocation period. The City does not object to the Union informing its members that failure to notify the union within 10 days negates union dues reimbursement.

E. Information will be provided by the Union to the City, including signature cards and lists of members, for the purpose of complying with any of the provisions of this Section. The City will not be held liable for that information. The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section.

SECTION 4. MANAGEMENT RIGHTS

Unless otherwise expressly modified by this Agreement, the City possesses the sole right to operate Departments and exercise all management rights reserved to the city as defined in Section 19-26 of the Code of Ordinances.

It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein. The Union agrees that the City's exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as precedent setting.

4.1 Rules of Conduct

The City agrees that it will not sponsor or promote financially or otherwise any group or labor organizations for the purpose of undermining the Union nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

The City will have the right to make such additional rules and regulations to include Chapter 19 and bargaining unit departments, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

4.2 Meetings with Management

If requested by the Union on reasonable notice, the Department Director(s) will meet at least once per calendar quarter at a mutually agreeable time with the Union Stewards and/or a Union Staff Representative to discuss issues that have been brought to Union Stewards by the employees. Only the following authorized personnel may attend: Director, deputy or assistant directors, Union Stewards and/or a designated Union Staff Representative. Others may attend if mutually agreed by the Director and all Union representatives attending the meeting.

There will be no form of retaliation from management against any union steward and/or representatives who attend or share issues brought forward in such meetings.

SECTION 5. REST PERIODS

With the exception of Bus Drivers and Lead Bus Drivers, employees with at least an eight hour shift will be given 2 fifteen minute rest periods with pay during the normal work shift. One of the rest periods shall be given during the first four (4) hours of the work shift and the other rest period shall be given during the final four (4) hours of the shift.

For Bus Drivers and Lead Bus Drivers, meal breaks will be scheduled and taken at locations designated by the City on respective bus routes and the length of the break will be kept to 30-60 minutes maximum, based on the route times to avoid disruption of service. Restroom breaks will be as needed and determined by the bus driver on route in accordance with the time constraints of the route.

Rest periods cannot be combined with a meal break or taken at the beginning or the end of the shift. Rest periods may be skipped periodically to maintain work flow in high workload periods. Skipping rest periods shall be an exception and not the rule.

SECTION 6. COPIES OF OFFICIAL MATERIALS AND TRANSACTIONS

- A. The City shall, upon request by an employee in the bargaining unit, furnish the employee the following:
 1. Current copy of the City Personnel Policies and Procedures;
 2. Any personnel transaction, evaluation or record of discipline affecting the individual employee;
 3. The individual's job description.
- B. The City will continue to maintain the classification pay plan on the City's internet site and include an indication for each classification if it is eligible for union membership.
- C. If a member is subject to discipline, the member may request and the City shall furnish the member with copies of disciplinary actions against the member.

SECTION 7. UNION REPRESENTATIVE VISITATION RIGHTS

Local 773 may designate Union Representatives, not to exceed two (2) at any one time, who may have access to designated areas in each City building at which the Union has Members to meet with Members of the bargaining unit. These meetings may only take place during rest periods or meal breaks. However, the designated Union Representatives must notify the Department Director, and the Human Resources Director by email one full business day (not including Saturday, Sunday or Holidays) in advance before entering City facilities. Union Representatives shall not disrupt or interrupt the City's operations and visiting representatives shall adhere to all City safety and security procedures.

If a designated Union Representative fails to follow the requirements of this paragraph, the Department Director may prohibit future access after a discussion between the Union Representative and the Department Director or the Department Director's designee; upon a second occurrence the Union Representative shall be barred for a period of sixty days.

SECTION 8. STEWARD REPRESENTATION

The Union may appoint a maximum of three (3) stewards for each division. The Union shall notify the appropriate Department Director and the Human Resources Director of the appointment and changes in any appointment. A steward shall be subject to the same terms of employment as any other employee, and shall not be discriminated against by reason of the fact that the individual is a steward.

8.1 Steward Representation in Disciplinary Actions

The City may demote, discharge, suspend or otherwise discipline a Member for violations of the City Personnel Policies and Procedures for just cause and with due process in accordance with Chapter 19, Article VI, Divisions 6 and 7 of the Code of Ordinances. If asked by a Member, a representative of the City will advise the Member whether an investigative examination may result in disciplinary action against that Member and whether the discipline may rise to the level of demotion, suspension or discharge.

If the City notifies the Member that the examination may result in demotion, suspension or discharge, the Member has the right to be represented by a Union steward.

Should the Member make a written request for Union representation, the City may:

1. Grant the request and delay the interview until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Member; or
2. End the interview and proceed with disciplinary action.

In the event there are grounds for immediate termination related to violence in the workplace, theft, intoxication or being under the influence of drugs or alcohol, no meeting is required. The employee waives rights to union representation and the matter will be referred to grievance procedure if termination is disputed.

A Member will not be punished for making such a request for Union representation.

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Union representative may observe the interview, and with the Member's and City's written consent, request to confer privately with the Member or speak on the Member's behalf. The Union representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.

8.2 Steward Grievance Investigation Rights

Employees in the bargaining unit shall have the right to be represented by a Union steward/representative in the process of resolving complaints and grievances to the extent allowed by Section 19-238 of the Code of Ordinances. Individuals choosing to represent themselves, without Union assistance, shall not be compelled to be represented by a Union representative. If an employee utilizes the support of the Union steward, the steward (one per grievance) shall be granted no more than two (2) hours per week of on-duty time, provided that such time does not detract in any manner from normally assigned duties, for the purpose of investigating grievances. The union steward must, however, report back to their supervisor when their part in the grievance investigation has been completed.

8.3 Steward Rights and Responsibilities in the Workplace

The responsibility of a union steward is to obtain understanding and clarify any questions or concerns related to the collective bargaining agreement, working conditions, and employee workplace concerns, and to create positive labor management relationships.

It is the objective of all stewards to resolve any employee concern at the lowest level. Stewards are responsible to inform management, employees, and union representatives of concerns reported or seen in the workforce.

Stewards shall have the right to review workplace concerns of employees, at their request, and take findings to management to resolve the matter in a timely manner. This right shall be exercised during breaks and lunch periods, and before and after work, if the building is open for normal operations and at other times with advance permission from supervisors for the employees and stewards.

Stewards and members of the bargaining unit shall have the right to promote and discuss the Union in a positive manner without penalty. Organizing during working hours is not allowed. Any organizing will be done during break and meal times.

SECTION 9. SAVINGS CLAUSE

If any provision of this agreement is held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this agreement shall remain in force.

SECTION 10. BULLETIN BOARDS

The City shall allow locked bulletin boards in each division at mutually agreed locations. All current locations are agreed. The bulletin boards must be provided by the Union, and used only by the Union for posting notices bearing the official written approval of the Union. Keys will be kept by Union representatives. Copies of all notices posted shall be made available to the Human Resources Department Director ahead of the time the notices are posted. In no event shall a bulletin board be used for political purposes or for any purpose that will in any way harass or injure the City, its employees, or the positive public reputation of either. Postings must comply with all City Personnel Policies and Procedures. Posting of the Union notices shall be restricted to:

1. notices of Union recreational and social affairs;
2. notices of Union elections;
3. notices of Union appointments and results of Union elections;
4. notices of Union meetings;
5. other notices of bona fide Union affairs which are not political or generally libelous in nature.

SECTION 11. DAYLIGHT SAVINGS TIME CONVERSION

During conversion from Central Standard Time to Daylight Savings Time and vice versa, employee shall be paid for the total actual number of hours worked.

SECTIONS 12. CITY POLICIES AND PROCEDURES

The following will be collectively referred to as the City Personnel Policies and Procedures:

- Chapter 19 of the Code of Ordinances;
- The Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27;
- The departmental rules and regulations adopted pursuant to Section 19-22 and applicable to personnel of a particular department.

Except as described in this section, the City retains its exclusive authority and discretion to amend any provision of the City Personnel Policies and Procedures as it deems necessary or desirable and to make such additional ordinances, rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. Unless otherwise agreed to by the Union, the Members shall not be bound by any amendment to the City Personnel Policies and Procedures during the term of this agreement that materially and adversely affects the Members' compensation and leave time; this sentence, however, does not limit the City's authority to make reductions in force pursuant to Section 19-211 of the Code of Ordinances.

The City agrees to bargain in good faith with the Union concerning proposed ordinance modifications to Chapter 19 of the Code of Ordinances for the purpose of discussing proposals before a public vote of the city council. The city will provide notice of proposed changes in advance of any proposed change having its first reading before city council as required by Section 2-81 of the Code of Ordinances.

Unless otherwise expressly modified by this Agreement, where language in this Agreement conflicts with the City Personnel Policies and Procedures, then the City Personnel Policies and Procedures are controlling. If either party identifies conflicting language between this Agreement and the City Personnel Policies and Procedures that is not expressly addressed in this Agreement, that party may bring the conflict to the attention of the other party, in which case, the parties will meet and confer regarding that conflicting language either in quarterly meetings or in subsequent formal collective bargaining sessions.

The City will continue to maintain all ordinances and personnel policies on line either on the City's internet site or the City's intranet site. City will distribute ordinances and personnel policies and procedures to Union upon request.

The following ordinances, among others, are specific to working conditions and subject to amendment and good faith bargaining as described above.

- 19-25 Employee relations
- 19-84 Promotions, reassignments, market adjustments, transfers and demotions (which deal with promotions, reassignments up or down resulting in changes pay, transfers and demotions)
- 19-86 Step-up pay; multiple positions
- 19-95 Mutual aid emergency pay and restoration of services.
- 19-96 Overtime
- 19-97 Standby/on-call provisions
- 19-98 Minimum call-in compensation
- 19-99 Temporary assignment pay and educational incentives
- 19-100 Meal allowance; job site meal compensation
- 19-101 Shift differential
- 19-102 Severance pay
- 19-104 Tools
- 19-107 Uniform clothing allowance and personal protective equipment
- 19-110 General benefits (which includes health insurance)
- 19-121 Holidays
- 19-122 Leave of absence without pay
- 19-123 Occupational injury leave
- 19-124 Compensatory time leave
- 19-126 Jury and/or witness duty leave
- 19-128 Pregnancy/disability leave
- 19-129 Vacation leave
- 19-130 Sick leave
- 19-132 Voting time
- 19-179 Recruitment (which includes how job openings are filled)
- 19-192 Duration (of Probationary/Qualifying Periods)
- 19-211 Separation because of curtailment of work (Layoffs)
- 19-238 Procedures for grievances and complaints

12.1 Restoration of Services

Salt truck loaders will be paid premium pay pursuant to Section 19-95(b) of the Code of Ordinances if:

1. The salt truck loader is called in or requested to stay at work outside of regularly scheduled work hours; and

2. Any salt truck driver is being paid premium pay pursuant to Section 19-95(b) of the Code of Ordinances.

12.2 Standby Pay

A permanent employee on standby shall receive standby compensation of fifteen dollars (\$15.00) per day except that an employee on standby during the permanent employee's scheduled day off shall receive standby compensation of twenty dollars (\$20.00) per day. A permanent employee on standby during a recognized city holiday shall receive an additional fifteen dollars (\$15.00) for being on standby on such a day.

12.3 Equipment Operator Testing

The City will provide the attached criteria for practical and written testing for the equipment operator position upon request from any Member. The criteria may be modified from time to time to satisfy the needs of the City. The City will notify the Union of any changes in the process.

12.4 Hours in Earned Pay Status as Work Hours for Purposes of Overtime

Pursuant to Section 19-96 of the Code of Ordinances, the city counts only hours actually worked and holiday hours as time worked for purposes of overtime eligibility. In the collective bargaining process, the City and the Union discussed counting all hours in earned pay status as work hours for purposes of determining when a member is entitled to overtime pay, but were unable to reach an agreement on the issue. The parties agree to good faith negotiations on this issue in 2018 using the process established in Section 19-25 of the Code of Ordinances. If an agreement is reached, the parties' representatives will enter an agreement upon receiving authority as required by law.

12.5 Compensation and Wage Reopener

For Members who meet the definition in Chapter 19 of the Columbia Code of Ordinances of "permanent employees" of the City on October 1, 2017, the City will provide on a temporary basis an additional amount of \$40.00 to twenty-five biweekly pay period as follows: the additional amount will be applied to the pay period ending October 21, 2017 (with the first payroll payment containing the temporary amount issued on or about October 27, 2017) and continue through the pay period ending September 22, 2018 (with the last payroll payment containing the temporary amount issued on or about September 28, 2018). The total of the payments under this provision for employees receiving compensation for work

performed in all twenty-five pay periods will be \$1,000.00. This paragraph is subject to approval of appropriations for this purpose by City Council.

Annually beginning in 2018, in accordance with Section 19-25 of the Code of Ordinances, the City and the Union shall engage in good faith negotiations on the issue of salaried compensation. If an agreement is reached, the parties' representatives will enter an agreement upon receiving authority as required by law.

12.6 Ordinance Amendments

The parties have agreed that certain issues raised in the collective bargaining process are appropriately resolved through amendments to the City of Columbia Code of Ordinances. Therefore, proposed amendments to the following ordinances are attached hereto:

- 19-4
- 19-25
- 19-26
- 19-97
- 19-100
- 19-211
- 19-224
- 19-225
- 19-226
- 19-227
- 19-236
- 19-238
- 19-239

Parties agreed in negotiations that these amendments would be presented to city council in conjunction with the ordinance seeking authority for the city to enter this agreement and that the Union need not enter this agreement if the proposed amendments are not passed by city council in the form attached hereto.

SECTION 13. DISCIPLINE, DISCIPLINARY REVIEW, COMPLAINTS AND GRIEVANCES

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Chapter 19 of the code of ordinances Article 6, Division 6, Sections 19-221 through 19-228. The Union agrees that complaints, disciplinary review, grievances, and appeals when deemed

necessary by the Union or a Member, shall be handled in accordance with Chapter 19 of the code of ordinances Article 6, Division 7, Sections 19-236 through 19-239.

It is agreed by the parties that, should the Union or a Member elect to adjudicate an unresolved grievance or complaint, nothing in this Agreement or in Chapter 19, Article 6, Division 7, Sections 19-236 through 19-239 shall prevent the Union or a Member from doing so to the extent allowed by law; however, the Union and the Members must exhaust the administrative remedies in Chapter 19, Article 6, Division 7, Sections 19-236 through 19-239 before filing in court. The parties hereto agree that any court of proper jurisdiction presiding in Boone County, Missouri shall be the forum for any actions.

For easy reference, Sections 19-236 through 19-239, including proposed amendments, are reprinted here. These ordinances are subject to the terms of Section 12, and as a result, after bargaining in good faith, may be modified during the term of this agreement, so members referring to these sections should also check if these sections have changed.

Sec. 19-236. - Definitions.

For the purposes of this division, “working day” shall be defined as Monday through Friday, except designated city holidays. The first working day following an event shall be the next day that is not a Saturday, a Sunday or holiday established in Section 19-121 of the Code of Ordinances.

Sec. 19-237. - Grievances and complaints.

(a) All classified employees shall have the right, except as specified herein, to utilize the grievance, disciplinary review and complaint procedures of this division when they believe an action taken against them was without just cause. The grievance and complaint procedures of this division shall not be available to the following:

- (1) Probationary employees.
- (2) Employees who are serving a qualifying period subsequent to their initial probationary period except in matters not related to their status in the position in which they are serving the qualifying period.
- (3) Employees or job applicants who feel they have been discriminated against based on race, creed, color, religion, sex, age, sexual orientation, gender identity, national origin, ancestry, marital status, political affiliation or disability. Such

discrimination cases shall be handled pursuant to section 19-182.

(4) Temporary employees, as defined by section 19-4 and section 19-157.

(b) It shall be the policy of the city insofar as possible to prevent the occurrence of grievances and complaints and to deal properly with those which occur.

Sec. 19-238. - Procedures for grievances, disciplinary review and complaints.

(a) Whenever an employee or employee bargaining group eligible to file a grievance or complaint desires to do so, the employee or employee bargaining group shall follow the procedures set out in this section. An employee, may have the assistance of an attorney, a representative of the employee's bargaining group or other representative in any stage of the process. Notification of such assistance shall be given in writing signed by the employee on a form to be provided by the human resources department. A represented employee shall participate fully at all stages of the grievance. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of grievances and complaints.

(b) Employees who feel that they have been discriminated against pursuant to equal employment opportunity provisions of city ordinance, state or federal laws shall follow the complaint procedures set out in section 19-182.

(c) An employee objecting to the content of a job performance review may forward the objection directly to the employee's department head and if the employee, department head, and supervisor cannot reach agreement, the human resources director, or the human resource director's designee, will attempt to conciliate the matter. If the conciliation effort does not resolve the problem, the human resources director shall issue a final decision regarding the objection.

(d) Complaint procedures.

(1) An employee or employee bargaining group may file a complaint. All complaints shall be in writing on a form provided by the human resources director and shall be submitted to the human resources department within ten (10) working days following knowledge of the basis for the complaint. The human resources department will refer the complaint to the department head for the appropriate department. No complaint may be filed when a grievance has been or is filed related to the same issues. The department head will have ten (10) working days from the day the complaint is received from the human resources department to try to informally resolve the complaint. The department head will provide the human resources department and the employee or employee bargaining group with a notice of the outcome of the informal discussions on a form provided by the human resources department.

(2) If at the end of ten (10) working days the complaint has not been resolved to the satisfaction of the employee or employee bargaining group, the employee or employee bargaining group may submit a request for elevated review to the human resources department within five (5) working days.

The human resources director, or the director's designee, will attempt to conciliate the matter within ten (10) working days of the receipt of the complaint. In the alternative, if the complaint was submitted by an employee bargaining group and involves a dispute concerning the meaning, interpretation or application of a collective bargaining agreement, either party may request mediation, in which case the mediation procedure described in this section will apply.

(3) If at the end of ten (10) working days of conciliation efforts, or at the conclusion of the mediation, the issue is not resolved, the employee or employee bargaining group may request in writing that the original complaint be forwarded to the city manager for determination. The request must be made within five (5) working days of the conclusion of conciliation or mediation. Within ten (10) working days of such a request, the human resources director shall make a recommendation to the city manager and forward the complaint, the department response, and all other written material deemed relevant to the city manager.

(4) The city manager shall, within fourteen (14) working days:

- (a) Make a final determination; or
 - (b) Take no action and thereby uphold the human resources director's recommendation, making the recommendation final.
- (5) No complaint may be filed for the purpose of harassing or annoying any person. The filing of complaints for that purpose may be grounds for disciplinary action or being barred from filing complaints.
- (e) Disciplinary review procedures.
- (1) An employee may request disciplinary review of written discipline other than suspension without pay, dismissal or disciplinary demotion. Any employee requesting disciplinary review shall file the request for review in writing on a form provided by the human resources department within ten (10) working days of receiving the written notice under Section 19-226. The request must be filed with the human resources department, which shall promptly forward a copy to department head. Within ten (10) working days, the department head, or the department head's designee shall meet with the employee and any other staff necessary for a determination of the request, as well as review any documentation relating to the disciplinary action. The designee shall not be the same person as imposed the discipline. Upon completing the review, the department head or designee shall issue a decision on a form provided by the human resources department either affirming the disciplinary action or making such modification as the department head deems appropriate, and shall give notice of that decision to the employee and the human resources department.
 - (2) If the employee is dissatisfied with the department head's decision, the employee may request that the original complaint be forwarded to the human resources department within five (5) working days for elevated review. The human resources director, or the director's designee, may attempt to conciliate the matter within ten (10) working days. The determination of whether to modify the discipline shall be made by the department head.
- (f) Grievance procedures.

- (1) Employees suspended without pay, dismissed or given disciplinary demotion, including discharged employees, may file a grievance in response to receiving the written explanation of disciplinary action required by Section 19-226. An employee may also file a grievance following notice of separation as allowed by Section 19-211(f).
- (2) The employee must file the grievance with the human resources department within ten (10) working days of receiving the written notice under Section 19-226 or the written notice under Section 19-211(c).
- (3) The written reasons shall be on a form provided by the human resources director, and include:
 - (a) A plain statement of the action taken.
 - (b) A list of evidence, documents and witnesses supporting the grievance.
 - (c) The summary of the facts supporting the grievance.
 - (d) The applicable laws, ordinances or rules.
 - (e) The specific relief requested.
 - (f) Any request that the human resources director review documents unavailable to the employee.
 - (g) As an attachment, any notice received by the employee regarding the action.
 - (h) Any other information deemed relevant by the employee.
- (4) Within ten (10) working days of receipt of the notice from the employee, the human resources department shall provide a notice of receipt of the filing of the grievance to the department head. Within ten (10) working days of receipt of the notice from the human resources department, the department head will provide a written response to the grievance on the form provided by the human resources department. If not resolved prior to the issuance of the department head's written response, within five (5) working days of receiving the department head's response, the human resources director shall assure that all required

procedural steps have been taken by the department issuing the action and, if the required steps have not been taken, return the disciplinary action to the department, which shall, within five (5) working days, correct any deficiencies or rescind the action.

The human resources department may independently investigate the matter and will notify the employee and the department head if an investigation is conducted. If the human resources director determines that the disciplinary action, as currently documented, appears inconsistent with prior departmental or city disciplinary actions, the human resources director, or the director's designee, shall meet with the department head to determine if any modification to the action should be taken; the determination of whether to modify the discipline shall be made at that time by the department head.

The director of human resources shall inform the employee of the outcome of the review and conference with the department head. If the employee is not satisfied with the outcome of the review, the employee may request mediation or appeal to the personnel advisory board pursuant to section 19-239. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review or within five (5) days of the conclusion of mediation, as determined by the mediator.

(g) Mediation Procedure. The human resources director shall arrange for mediation through the University of Missouri School of Law, or a mutually agreed mediator. The mediation will be held at a mutually agreeable time and location within the City of Columbia. The mediator shall work to reach a resolution of the dispute that is agreeable to all parties. The mediation may continue beyond the initial session if agreed by all parties, including the mediator.

If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion as to the proper outcome of the dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision on whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended

outcome. The mediation will be confidential, and before proceeding with mediation both parties must agree in writing that the any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.

If the mediation concludes without an agreement, the mediator shall immediately inform all parties of the date on which the mediator determines that the mediation has concluded.

(h) Prior to the expiration of deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines. The human resources director shall provide notice of any extension to all parties.

(i) Grievances, disciplinary reviews or complaints which are not specifically resolved and not continued by the employee within the aforementioned time sequences, including extensions, shall be considered as satisfied and not subject to further consideration. Grievance, disciplinary review or complaint responses by the department head which are contrary to established time sequences may be elevated to the next step of the process by the human resources director on request of the employee or the employee bargaining group. The human resources director will have discretion in determining whether to elevate the dispute, but shall assure that the process is managed expeditiously. .

Sec. 19-239. - Appeals to personnel advisory board.

Eligible city employees may appeal grievance determinations involving suspensions without pay, dismissals or disciplinary demotions against them to the personnel advisory board provided the grievance procedure has been utilized by the employee.

Personnel advisory board appeal procedures are as follows:

(1) The employee may file a written request with the human resources department for a hearing before the personnel advisory board. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review provided under Section 19-238(f) of the Code of Ordinances or within five (5) days of the conclusion of mediation, as determined by the mediator under Section 19-238(g) of the Code of Ordinances. The request shall be on a

form provided by the human resources department. A hearing shall be scheduled as soon as possible and shall be conducted by procedures and rules established by the personnel advisory board. The hearing shall be closed. The employee shall have the right to be heard and to present evidence. Testimony shall be given under oath and a record made of the hearing.

Each party, as well as the board, may engage counsel and call witnesses. The board shall upon request of any party issue subpoenas and shall in a proper case issue subpoenas duces tecum for the hearing, but not for depositions. Subpoenas shall be issued, served and enforced in the same manner as subpoenas issued under RSMo Ch. 536. by agencies created by the constitution or state statute. Technical rules of evidence shall not apply. After hearing and consideration of the evidence and within ten (10) working days after the hearing, the board shall render its recommendations in writing to the city manager. As soon as possible after the hearing, a certified written transcript of the hearing along with all exhibits produced at the hearing shall be delivered to the city manager. The city manager shall review the transcript and exhibits and, within thirty (30) days of receiving the transcript, render a decision supported by findings of fact and conclusions of law which shall be final, binding and not subject to further administrative appeal except to the extent allowed by state law.

- (2) For problems involving sexual harassment or a potential discriminatory situation the employee may contact the human resources department or may utilize available remedies under existing local, state and federal legislation.

SECTION 15. TERM

Authorization to enter this agreement has been obtained by the Union through a membership vote. Authorization by the City was obtained through a vote of City Council.

Recognizing that some terms of the agreement may require a period of time after execution for fair and effective implementation of procedural changes required by this agreement, this Agreement shall become effective on October 1, 2017. However, the parties will endeavor to change policies and procedures to be consistent with this agreement as early as possible prior to the effective date, taking into account fairness to all employees and effective and efficient implementation of changes. The agreement shall remain in effect through September 30, 2020.

The city agrees that in 2020 the city will engage in collective bargaining with the exclusive bargaining representative designated or selected by majority of employees in accordance with Missouri law and those negotiations will be conducted in accordance with the terms of 19-25 of the City Code of Ordinances or such other ordinances governing collective bargaining as are in effect during the term of this agreement.

For easy reference, Section 19-25, including proposed amendments, is reprinted here. These ordinances are subject to the terms of Section 12, and as a result, after bargaining in good faith, may be modified during the term of this agreement, so members referring to these sections should also check if these sections have changed.

Sec. 19-25. - Employee relations.

- (a) The city manager shall have the authority to recommend to the city council (following certified elections or other assurances of interest deemed appropriate by the city manager and not inconsistent with state legislation) recognition of appropriate representative units of employees with a mutually acceptable community of interest for the purpose of meeting, conferring and discussing salaries and other conditions of employment which are mutually agreed upon as proper subjects for such discussions.
- (b) The city manager shall designate representatives of the city to meet and confer with employee group representatives. City management representatives shall request to meet and confer with employee group representatives on proposed ordinance modifications to chapter 19 or the negotiation of collective bargaining agreements for the purpose of discussing proposals before a public vote of the city council.
- (c) The city council, as a council or as individuals, shall not, in any manner, engage in any form of collective bargaining with employees, employee groups, or employee representatives; and the city council shall issue instructions on labor relations matters and working agreement provisions only to the city manager, and the city manager shall keep the council informed of all developments and potential impacts in a timely manner.
- (d) The following timetable is established as a guideline for the meet-and-confer process. It is not intended to limit the right of employee groups to present proposals to the city relative to salaries and other conditions of employment. Neither is it intended to establish absolute deadlines for subsections (1) through (3). Subsections (4), (5) and (6) must be requested timely and after completion of the preceding section. Untimely requests made

under subsections (4), (5) or (6) shall be scheduled the following year in the appropriate month unless both employee representatives and management agree otherwise.

- (1) *January.* Representatives of the various employee groups may prepare written summaries of their goals and objectives for the meet-and-confer process. If an employee group desires to make a presentation to the city council related to goals and objectives for the meet and confer process, the summaries shall be submitted to the city management representatives at least ten (10) days prior to the first regular city council meeting in January. At a work session scheduled prior to a regular city council meeting in January, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during the meet-and-confer process.
- (2) *February.* Representatives of the various employee groups and city management representatives shall prepare written proposals for revisions to ordinances or existing collective bargaining agreements. Proposed changes shall be provided to the other party by the first day of February each year, or, for a multiyear collective bargaining agreement, the first day of February in the year the collective bargaining agreement expires.
- (3) *February and March.* Discussion sessions for non-economic issues shall proceed, with a goal of concluding discussions on non-economic issues by March 31st.
- (4) *April - June.* Discussion sessions for economic issues and any remaining non-economic issues shall proceed. All discussions shall conclude for the year on or before June 21st. After April 1 and before May 1, any employee group dissatisfied with the progress of the meet-and-confer sessions may present their views directly to the city council at a work session meeting. The council shall meet at least once with the employee group requesting the opportunity of presenting its views directly to the city council.
- (5) *June.* On or before June 1, the city's representatives or any employee group dissatisfied with the progress of the meet-and-confer sessions may request the services of a mediator from the

federal mediation and conciliation service or any other mediator mutually agreed upon by the employee group and the city's representative. The cost of any such mediation shall be borne equally by the employee group and the city. If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion as to for a proposed resolution of the issues still in dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision of whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential, and before proceeding with mediation, both parties must agree in writing that the any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.

[SIGNATURES ON FOLLOWING PAGE]

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.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Attorney

CERTIFICATION: I hereby certify that there is a balance in the appropriate accounts otherwise unencumbered and sufficient to meet the financial obligations contemplated by this agreement.

By: _____
Michele Nix, Director of Finance

**LABORER'S INTERNATIONAL UNION OF
NORTH AMERICA LOCAL UNION 773**

By: _____
Kevin L. Starr
Local 773 Business Manager

Date: _____

By: _____
Clint B. Taylor
Southern and Central Illinois District Council

Date: _____

APPENDIX A

EQUIPMENT OPERATOR TESTING

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF COLUMBIA AND
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 773**

PROPOSED
STANDARDIZED EQUIPMENT OPERATOR PROCESS

Presented to Local 773 on July 13, 2017

Revised July 14, 2017

Proposed Location of Performance Test Site: Boatman Hill Clean Fill Site (North on Route B)

Reccomendations of Equipment to Use:

Equipment Operator I - Skid Loader, Dump Truck, possibly Hand Tools (No CDL required)

Equipment Operator II - Excavator, Dump Truck, Backhoe (CDL for a minimum of six months)

Equipment Operator III - Excavator, Dozer, Dump Truck (Class A CDL and division specific endorsements for a minimum of six months; serve as designated lead worker as needed)

A performance test for any specialized equipment will occur during the informal interview process for the department/division that is hiring. Informal interviews can be held after the initial Equipment Operator process in which the Eligibility Roster is established.

The Proposed Process

Three processes will be held per year (February, June, October). There will be one job posting for all three levels of Equipment Operators.

Each process will contain a Written (Aptitude) Test, Interview, and Performance Test that will be scored cumulatively; with the written weighing 25%; the interview weighing 25%; and the performance test weighing 50%. The position the applicant would qualify for will depend on their score (for example: 100-85% = EO III; 84-76% = EO II; 75-70% = EO I). The Eligibility Roster will be kept by classification and will be active for two years.

HR will follow up with notification to let the candidate know what position(s) they will be eligible for. The candidate will be told their written test score, and will be given notes on areas of improvement regarding pieces of equipment. Candidates will be provided notes on each of the following areas: Pre-Trip Inspection; Operation of Equipment; Ability to Follow Instruction; and Safety.

Supervisors may also consider work history, attendance, and past performance to determine which candidate to hire.

Additional Information

Additional processes will be held if: (1) there were openings in departments and there were no qualified candidates (if the eligibility roster were exhausted or a candidate didn't meet the requirements); and (2) when the eligibility roster is down to four candidates.

Performance test evaluators will be trained on the new process (the pool of evaluators consist of supervisors from each effected division). Performance test raters will not rate applicants from the same work unit.

Interview Questions and Performance Tests were selected and reviewed, by Human Resources, Department Heads, Managers, and Supervisors.

Raters and Interview Board Members were designated by Supervisors and Managers. There will be representation from each effected division on the interview board.

APPENDIX B

**AGREED TO
CHAPTER 19 ORDINANCE CHANGES**

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF COLUMBIA AND
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 773**

SECTION 1. Chapter 19 of the Code of Ordinances of the City of Columbia, Missouri, is amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Sec. 19-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated in this section:

...

Complaints. A written document filed:

- (a) By the affected employee regarding any ~~Any inequitable, unsafe, or malicious imposition upon an employee by a superior, coworker, subordinate, employee from another department or division or individuals somehow associated with city government that alleges any violation of the terms and provisions of the existing personnel procedures; or official business being conducted by the employee.~~
- (b) By the affected employee regarding a dispute regarding the meaning, interpretation or application of personnel procedures; or
- (c) By the affected collective bargaining group regarding a dispute regarding the meaning, interpretation or application of a collective bargaining agreement.

Complaint does not include any disciplinary action or the review of a job performance.

Confidential employee. Any public employee who works with or has access to information subject to use by the public employer in negotiating or who works in a close continuing relationship/capacity with public officers or representatives associated with negotiating on behalf of the employer.

Curtailment of work. A situation in which the need for the employee's services are no longer required because the city no longer performs the function to which the employee was assigned, to the degree that the same number of employees are needed.

Disciplinary review. A review requested by the employee of written discipline submitted to the human resources department other than suspension without pay, dismissal or disciplinary demotion.

...

Grievance. Any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of the existing personnel procedures, or any

~~determination discipline~~ involving suspension without pay, dismissal or disciplinary demotion.

....

Permanent employees. A permanent appointment is one made to a position created without intent of limitation, and intended to exist for at least one budget year. A permanent appointment may be for a full-time position or a part-time position. In order to be considered a permanent appointment, a part-time position shall be specifically planned, approved and budgeted for a minimum of one thousand forty (1,040) hours per year.

Personnel procedures. Ordinance requirements under chapter 19; city manager's administrative rules issued under section 19-27; departmental rules issued under section 19-22 and applicable to the employee or the collective bargaining unit recognized under section 19-25.

....

Unclassified service. The following offices and positions are in the unclassified service: All department heads; all assistant department heads; deputy city manager; assistant city manager; assistant to city manager; deputy city counselor; prosecutor; assistant city counselor; internal auditor; sustainability manager; civic relations officer; deputy fire chief; assistant fire chief; deputy police chief; assistant police chief; deputy city clerk; city management fellowship; trust administrator; PMO manager, controller; treasurer; budget officer; purchasing agent; risk manager; accounting supervisor; budget supervisor; information technology manager; geospatial services manager; cultural affairs manager; engineering and operations manager; solid waste district administrator; administrative services manager; police lieutenant, with the exception of the seven (7) police lieutenants who occupy the position in such classification on August 30, 2016 who shall be grandfathered in classified service. Any grandfathered lieutenant may irrevocably elect to terminate grandfathered status and become unclassified by written notice to the human resources director.

....

Sec. 19-25. Employee relations.

(a) The city manager shall have the authority to recommend to the city council (following certified elections or other assurances of interest deemed appropriate by the city manager and not inconsistent with state legislation) recognition of appropriate representative units of employees with a mutually acceptable community of interest for the purpose of meeting, conferring and discussing salaries and other conditions of employment which are mutually agreed upon as proper subjects for such discussions.

(b) The city manager shall designate representatives of the city to meet and confer with employee group representatives. City management representatives shall

request to meet and confer with employee group representatives on proposed ordinance modifications to chapter 19 or the negotiation of collective bargaining agreements for the purpose of discussing proposals before a public vote of the city council.

(c) The city council, as a council or as individuals, shall not, in any manner, engage in any form of collective bargaining with employees, employee groups, or employee representatives; and the city council shall issue instructions on labor relations matters and working agreement provisions only to the city manager, and the city manager shall keep the council informed of all developments and potential impacts in a timely manner.

(d) The following timetable is established as a guideline for the meet-and-confer process. It is not intended to limit the right of employee groups to present proposals to the city relative to salaries and other conditions of employment. Neither is it intended to establish absolute deadlines for subsections (1) through (3). Subsections (4), (5) and (6) must be requested timely and after completion of the preceding section. Untimely requests made under subsections (4), (5) or (6) shall be scheduled the following year in the appropriate month unless both employee representatives and management agree otherwise.

- (1) January. Representatives of the city and the various employee groups may prepare written summaries of their goals and objectives for the meet-and-confer process. If an employee group desires to make a presentation to the city council related to goals and objectives for the meet and confer process, the summaries shall be submitted to the city management representatives at least ten (10) days prior to the first regular city council meeting in January. At a work session scheduled prior to a regular city council meeting in January, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during meet to discuss goals and objectives for the meet and confer process.
- (2) February. Representatives of the various employee groups and city management representatives shall prepare written proposals for revisions to ordinances or existing collective bargaining agreements. Proposed changes shall be provided to the other party by the first day of February each year, or, for a multiyear collective bargaining agreement, the first day of February in the year the collective bargaining agreement expires summaries of their goals and objectives for the meet-and-confer process. The summaries shall be submitted to the city council prior to the first meeting in February. At the first regular meeting in February, or at a work session meeting in February, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during the meet-and-confer process.

- (3) February and March. Discussion sessions for non-economic issues shall proceed, with a goal of concluding discussions on non-economic issues by March 31st.
- (4) April – June. Discussion sessions for economic issues and any remaining non-economic issues shall proceed. All discussions shall conclude for the year on or before June 21st. After April 1 and before May 1, any employee group dissatisfied with the progress of the meet-and-confer sessions may present their views directly to the city council at a work session meeting. The council shall meet at least once with the employee group requesting the opportunity of presenting its views directly to the city council.
- (5) May June. After May 1 and On or before June 1, the city's representatives or any employee group dissatisfied with the progress of the meet-and-confer sessions may request the services of a mediator from the federal mediation and conciliation service or any other mediator mutually agreed upon by the employee group and the city's representative. The cost of any such mediation shall be borne equally by the employee group and the city. If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion for a proposed resolution of the issues still in dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision of whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential, and before proceeding with mediation, both parties must agree in writing that any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.
- (6) June. After June 1 and before July 1, if discussions have reached an impasse, any employee group or the city's representatives may request the services of a fact finder mutually agreed upon by the employee group and the city's representatives. The cost of any fact finding shall be borne equally by the employee group and the city.

Sec. 19-26. Reserved management rights.

Specific areas of responsibility shall be reserved to management if the public service mission of the city is to function effectively and if rules and regulations are to be administered fairly, consistently, equitably and without discrimination and these rights shall

~~not be diminished by action of labor organizations and any related working agreements.~~
The management of the city shall:

- (1) Determine the nature, scope, and definition of the city organization including: classification, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, lay-off, recall and scheduling of employees;
- (2) Determine the methods, means, tools and equipment and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- (3) Direct employees;
- (4) Discipline, suspend, demote, and/or discharge employees in accordance with the ordinances of the city;
- (5) Require as a part of normal employee development, and in order to attain at least the minimal skills required of the classification, and in order to aid in the professionalization and general upgrading of the department, that employees take appropriate related training either on or off duty, in order to fulfill the responsibility of the position;
- (6) Take the necessary measures to maintain optimum productivity in operations;
- (7) Determine the necessity for and assignment of overtime in compliance with appropriate related legislation and/or court rulings;
- (8) Determine the scope, priority, and amount of budget allocations;
- (9) Determine eligibility for employee participation in employee representative unit activities in terms of the following exclusions: supervisory, confidential, or temporary employees, or those employees lacking community of interest with the general orientation of recognized representative unit activities, and where such community of interest may conflict with aforementioned management responsibilities ((1) through (8) above). This provision shall not serve to prevent supervisory employees from participating in representative unit activities as a separate unit with their own respective community of interest.

....

Sec. 19-97. Standby/on-call provisions.

- (a) A department head or duly authorized supervisor shall prepare a roster of permanent employees assigned to standby duty. Employees shall receive, insofar as

possible, a month's notice, and assignments shall be posted on accessible bulletin boards. Emergency employees such as police and fire may be excluded from this provision pursuant to departmental rules and regulations.

...

(d) Standby duty normally shall be one (1) week in duration, rotated among qualified employees. An employee shall be removed from standby duty if deemed incapable due to illness, or other sanctioned, cleared emergency as determined by the duly authorized supervisor; and remunerated on a daily basis. A permanent employee must have been in pay status during the normal working day in order to be eligible for the daily ~~thirteen dollars (\$13.00)~~fifteen dollars (\$15.00) standby remuneration, except on weekends or normally scheduled days off. If an employee requests sick leave during a part or whole day standby duty is assigned, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on standby, taking into account all circumstances pertinent to the matter.

(e) Employees designated by the city manager or department head may be provided with beepers or cellular telephones so that they may be reached in the event of an emergency. Unless such employees are specifically told that they are in on-call status or are instructed as set out in subsection (b) above they are not on standby or on-call status and are not entitled to additional compensation.

(f) A permanent employee on standby shall receive standby compensation of ~~thirteen dollars (\$13.00)~~fifteen dollars (\$15.00) per day except that an employee on standby during the permanent employee's scheduled day off shall receive standby compensation of ~~sixteen dollars (\$16.00)~~twenty dollars (\$20.00) per day. A permanent employee on standby during a recognized city holiday shall receive an additional ~~thirteen dollars (\$13.00)~~fifteen dollars (\$15.00) for being on standby on such a day.

...

Sec. 19-100. Meal allowance; job site meal compensation.

(a) Eligible fire department employees on a fifty-six-hour week schedule shall be allowed ~~thirteen dollars (\$13.00)~~fourteen dollars (\$14.00) per day for meal reimbursements for days actually worked. Eligible airport fire/safety officers on a sixteen-hour shift assignment shall be allowed ~~eight dollars and sixty-six cents (\$8.66)~~nine dollars and thirty-three cents (\$9.33) per day for meal allowance for days actually worked.

(b) Except as otherwise indicated, an overtime eligible employee shall be allowed ~~an allowance a maximum reimbursement of ten dollars (\$10.00)~~eleven dollars (\$11.00) for a meal after having worked a continuous two (2) hours in excess of the employee's regular shift of at least eight (8) hours without time off for meals. An additional ~~maximum meal reimbursement allowance of ten dollars (\$10.00)~~eleven dollars (\$11.00) will be allowed for every five (5) consecutive hours worked thereafter. Time for the meal shall not exceed thirty

~~(30) minutes, will be counted as working time, and will be at a place designated by the supervisor.~~ Individuals on continuous sixteen- or twenty-four-hour shift assignments shall be exempt from this provision.

...

Sec. 19-110. General benefits.

(a) Employee health care plan. The city shall pay into the employee benefit fund four hundred forty-eight dollars and eighty-seven cents (\$448.87) ~~four hundred eighty dollars and twenty-nine cents (\$480.29)~~ per month for the cost of medical employee health care plan coverage, and ~~thirty-one dollars and sixty-three cents (\$31.63)~~ ~~thirty dollars and twenty cents (\$30.20)~~ per month for the cost of employee dental plan coverage, for each eligible permanent employee and each eligible employee otherwise required to be covered by the city who participates in the plan. The city shall pay a portion of dependent care coverage for those eligible permanent employees who elect to purchase dependent health plan coverage under the city plan, subject to the following maximum amounts:

Employee + Spouse	\$545.31	<u>576.73</u>
Employee + Child(ren)	512.82	<u>544.24</u>
Employee + Family	681.43	<u>712.85</u>

...

Sec. 19-182. Complaint procedures for allegations of discrimination.

Employees or job applicants who feel that they have been discriminated against pursuant to EEO provisions of these policies, rules, regulations and procedures may contact the human resources department to resolve the issue, or may utilize available remedies under existing local, state and federal legislation.

...

Sec. 19-211. Separation because of curtailment of work.

(a) In the event of separation because of curtailment of work or lack of funds, such reductions in force shall be limited to the department involved and shall be made in the following order: ~~(The order within each designated category shall be determined by the department head's evaluation of the employee's relative value toward coping with the remaining work load of the department, giving consideration to classification and length and quality of city and departmental service.)~~

- (1) Temporary part-time employees.
- (2) Temporary full-time employees or employees on specially budgeted programs.

- (3) Permanent part-time employees serving probationary periods.
- (4) Permanent part-time employees who have completed a probationary period.
- (5) Permanent full-time budgeted employees serving probationary periods.
- (6) Permanent full-time employees with probation completed.

Employees who have been promoted but who are serving a qualifying period at the time of such reduction in force shall be considered as holding a position in the highest classification in which they have completed a probationary or qualifying period.

(b) When making decisions regarding separation within each category listed in paragraph (a), the department head shall base decisions regarding separation on an evaluation of the following factors:

- (1) The remaining workload of the department.
- (2) The classification and type of experience of the affected employees.
- (3) The length of city and departmental service of the affected employees.
- (4) The quality of city and departmental service of the affected employees.

(c) If the city intends to propose separation because of curtailment of work or lack of funds to city council for council's consideration, and the affected employees are members of an employee bargaining group recognized by the city in accordance with section 19-25, the employee bargaining group shall be given notice of the proposed separation prior to the date the proposal is scheduled to be presented to city council at a council meeting.

(b-d) Any employee Employees separated because of lack of funds shall be given formal written notice at least two (2) weeks in advance of the date of separation or two (2) weeks of regular pay in lieu of such notice.

(e) Any employee separated because of curtailment of work or lack of funds shall be eligible for severance pay in accordance with section 19-102.

(e-f) The names of any employee employees separated due to lack of funds who has have completed a probationary period shall be placed on a "reemployment list lists" for first consideration in case of call-backs in the same or similar capacity, provided the employee has requested such consideration and is available at the time of recall.

(d-g) As determined by operational needs and feasibility of administration, and with the approval of the director of human resources and the city manager, a department head may, with the approval of the city manager, elect to either:

- (1) Reduce the total working hours of an employee employees, and/or
- (2) Reduce the level of pay payment and responsibility of any current classification classifications in order to minimize the effect of general lay-offs as determined by operational needs and feasibility of administration of these options.

(e-h) For permanent employees, Inconsistent/discriminatory application of this section shall may be reviewed in accordance with subject to complaint procedure provisions of section 19-182.

...

Sec. 19-224. Appropriate corrective action.

Corrective actions shall at all times be promptly administered and executed, thoroughly documented, appropriate to the infraction committed and shall never be on account of political considerations, personal bias, or prejudice, or for classified employees, administered without just cause.

Sec. 19-225. Guidelines for corrective action.

(a) The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives which prompted it. All factors must be considered when determining the appropriate action to take in a particular situation. The violations set forth in this provision may be considered as just cause for suspension or discharge. The list of offenses presented here does not purport to be all inclusive; neither is it intended that these guidelines should be rigidly followed.

...

(b) The human resources director shall assist department heads by reviewing disciplinary actions in order to inform the department head of possible inconsistency and lack of uniformity.

Sec. 19-226. Explanation of action; appeal.

Any disciplinary action taken shall be documented and explained to the employee. Employees who are disciplined shall be discharged or reduced in rank or compensation shall be presented with written reason for such discharge or reduction at the time of the action or as soon as practical after the action and not later than ten (10) calendar days after the action is taken for discipline involving suspension, demotion or dismissal and five (5)

calendar days for all other discipline. The written reasons shall be on a form provided by the human resources director, and include:

- (1) A plain statement of why the action was taken.
- (2) A list of evidence and documents supporting the discipline.
- (3) The facts leading to the discipline.
- (4) The law, ordinance or rule violated.
- (5) Any other information deemed relevant to the disciplinary action taken.

A copy of the disciplinary action shall be provided to the human resources director. Eligible employees may appeal disciplinary actions against them resulting in suspension without pay, dismissal or disciplinary demotion pursuant to the city's grievance procedure. Eligible employees may appeal other disciplinary actions against them pursuant to the city's disciplinary review procedure.

Sec. 19-227. Suspension or termination.

The city manager has the authority to suspend or terminate the services of any employee because of:

- (1) A reduction in force due to lack of funds or a curtailment of work.
- (2) For misconduct, insubordination, violation of regulations (as set forth in this section).
- (3) When such action becomes necessary for the good of the service.

Action taken pursuant to this section will be taken in conformity with this chapter, including sections 19.206 and 19.211 and, for eligible employees, are subject to the grievance, disciplinary review and appeal procedures in chapter 19, article VI, division 7.

Sec. 19-236. Definition.

For the purposes of this division, "working day" shall be defined as Monday through Friday, except designated city holidays. The first working day following an event shall be the next day that is not a Saturday, a Sunday or holiday as established in section 19-121.

Sec. 19-237. Grievances, and complaints and disciplinary reviews.

(a) All classified employees shall have the right, except as specified herein, to utilize the grievance, and complaint and disciplinary review procedures of this division when they believe an action taken against them was without just cause. The grievance, and complaint and disciplinary review procedures of this division shall not be available to the following:

- (1) Probationary employees.
- (2) Employees who are serving a qualifying period subsequent to their initial probationary period except in matters not related to their status in the position in which they are serving the qualifying period.
- (3) Employees or job applicants who feel they have been discriminated against based on race, creed, color, religion, sex, age, sexual orientation, gender identity, national origin, ancestry, marital status, political affiliation or disability. Such discrimination cases shall be handled pursuant to section 19-182.
- (4) Temporary employees, as defined by section 19-4 and section 19-157.

(b) It shall be the policy of the city insofar as possible to prevent the occurrence of grievances and complaints and to deal properly with those which occur.

Sec. 19-238. Procedures for grievances, disciplinary review and complaints.

(a) Whenever an employee or employee bargaining group eligible to file a grievance, disciplinary review or complaint desires to do so, the employee or employee bargaining group shall follow the procedures set out in this section. An employee may have the assistance of an attorney, a representative of the employee's bargaining group or other representative in any stage of the process. Notification of such assistance shall be given in writing signed by the employee on a form to be provided by the human resources department. A represented employee shall participate fully at all stages of the process. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of specific grievances and complaints.

(b) Employees who feel that they have been discriminated against pursuant to equal employment opportunity provisions of city ordinance, state or federal laws shall follow the complaint procedures set out in section 19-182.

(c) An employee complaining about objecting to the content of a job performance review may complain forward the objection directly to the employee's department head and if the employee, department head, and supervisor cannot reach agreement, the human resources director, or the human resources director's designee, will attempt to conciliate

the matter. If the human resources director's recommendation conciliation effort does not resolve the problem, the human resources director shall issue a final decision regarding the objection all documentation shall be forwarded to the city manager for final determination.

(d) Complaint procedures. All other grievances or complaints must be taken to the person who issued the discipline. Unresolved grievances or complaints will proceed through the department's chain of command as established by the department head.

- (1) An employee or employee bargaining group may file a complaint. All complaints shall be in writing on a form provided by the human resources director and shall be submitted to the human resources department within ten (10) working days following knowledge of the basis for the complaint. The human resources department will refer the complaint to the department head of the appropriate department. No complaint may be filed when a grievance has been or is filed related to the same issues. The department head will have ten (10) working days from the day the complaint is received from the human resources department to try to informally resolve the complaint. The department head will provide the human resources department and the employee or employee bargaining group with a notice of the outcome of the informal discussions on a form provided by the human resources department.
Grievances or complaints must be taken to the person who issued the discipline within seven (7) working days following knowledge of the occurrence of the problem. If possible, the grievance or complaint should be settled at this level through discussions with the involved parties. If informal discussions do not resolve the issue, the employee may sign and submit a written grievance or complaint to the human resources department within this same seven-day time period. The human resources department shall assign the grievance or complaint a number for tracking purposes and immediately forward it to the relevant supervisor. The written grievance or complaint must describe specific circumstances and state the remedial action requested. The person who issued the discipline shall have five (5) working days from receipt of the grievance or complaint to respond in writing.
- (2) If at the end of ten (10) working days the complaint has not been resolved to the satisfaction of the employee or employee bargaining group, the employee or employee bargaining group may submit a request for elevated review to the human resources department within five (5) working days.

The human resources director, or the director's designee, will attempt to conciliate the matter within ten (10) working days of receipt of the complaint. In the alternative, if the complaint was submitted by an employee bargaining group and involves a dispute concerning the meaning, interpretation or application of a collective bargaining agreement, either party may request mediation, in which case the mediation procedure described in this section will apply. If step (1) does not resolve the situation, the employee may forward the grievance or complaint to the next supervisory level within five (5)

~~working days following receipt of the supervisor's response. Each supervisor shall have five (5) working days to respond in writing except that when a grievance or complaint is referred to the department head, the department head shall have seven (7) working days to respond.~~

- (3) If at the end of ten (10) working days of conciliation efforts, or at the conclusion of the mediation, the issue is not resolved, the employee or employee bargaining group may request in writing that the original complaint be forwarded to the city manager for determination. The request must be made within five (5) working days of the conclusion of conciliation or mediation. Within ten (10) working days of such a request, the human resources director shall make a recommendation to the city manager and forward the complaint, the department response, and all other written material deemed relevant to the city manager. If step (2) does not satisfactorily resolve the grievance or complaint, the employee or department head may forward all written documentation concerning the case to the director for assistance within five (5) working days following step (2). The director will provide a response to the parties involved within seven (7) working days of receipt of the request.

~~Organized employee groups may arrange to modify this step, allowing the negotiating teams an opportunity to meet and resolve the grievance or complaint. The city's representative would be the director, and the duly authorized and recognized employee representative(s) would represent the employee(s). If the negotiating teams do not resolve the grievance or complaint, the documentation may be forwarded directly to the city manager or in cases of suspensions, dismissals, or disciplinary demotions, to the personnel advisory board pursuant to section 19-239.~~

- (4) The city manager shall, within fourteen (14) working days:
- (a) Make a final determination; or
 - (b) Take no action and thereby uphold the human resources director's recommendation, making the recommendation final.

~~Unresolved grievances or complaints involving concerns other than suspensions without pay, dismissals, or disciplinary demotions may be filed with the city manager's office within seven (7) working days of receipt of the director's response. The city manager shall render a decision within fifteen (15) working days, and this decision shall be final and binding.~~

- (5) No complaint may be filed for the purpose of harassing or annoying any person. The filing of complaints for that purpose may be grounds for disciplinary action or being barred from filing complaints. Prior to the

~~expiration of reply deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines.~~

- (6) ~~Grievances or complaints which are not specifically resolved and not continued by the employee within the aforementioned time sequences shall be considered as satisfied and not subject to further consideration. Grievance or complaint responses by duly authorized management representatives which are contrary to established time sequences shall automatically proceed to the next higher authority or step in the grievance/complaint procedure.~~
 - (7) ~~Employees may, at their discretion, give written permission on a form to be provided by the human resources department to be represented at any stage of the grievance or complaint procedure by representatives of their choosing. A represented employee shall participate fully at all stages of the grievance. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of specific grievances and complaints.~~
- (e) Disciplinary review procedures.
- (1) An employee may request disciplinary review of written discipline, other than suspension without pay, dismissal or disciplinary demotion. Any employee requesting disciplinary review shall file the request for review in writing on a form provided by the human resources department within ten (10) working days of receiving the written notice under section 19-226. The request must be filed with the human resources department, which shall promptly forward a copy to the employee's department head. Within ten (10) working days, the department head, or the department head's designee, shall meet with the employee and any other necessary staff for a determination of the request, as well as review any documentation relating to the disciplinary action. The department head's designee shall not be the same person who imposed the discipline. Upon completing the review, the department head, or the department head's designee, shall issue a decision on a form provided by the human resources department either affirming the disciplinary action or making such modification as the department head, or the department head's designee, deems appropriate, and shall give notice of that decision to the employee and the human resources department.
 - (2) If the employee is dissatisfied with the department head's decision, the employee may request that the original complaint be forwarded to the human resources department within five (5) working days for elevated review. The human resources director, or the director's designee, may attempt to

conciliate the matter within ten (10) working days. The determination of whether to modify the discipline shall be made by the department head.

- (f) Grievance procedures.
 - (1) Employees suspended without pay, dismissed or given disciplinary demotion, including discharged employees, may file a grievance in response to receiving the written explanation of disciplinary action required by section 19-226. An employee may also file a grievance following notice of separation as allowed by section 19-211(f).
 - (2) The employee must file the grievance with the human resources department within ten (10) working days of receiving the written notice under section 19-226 or the written notice under section 19-211(c).
 - (3) The written reasons shall be on a form provided by the human resources director, and include:
 - (a) A plain statement of the action taken.
 - (b) A list of evidence, documents and witnesses supporting the grievance.
 - (c) The summary of the facts supporting the grievance.
 - (d) The applicable laws, ordinances or rules.
 - (e) The specific relief requested.
 - (f) Any request that the human resources director review documents unavailable to the employee.
 - (g) As an attachment, any notice received by the employee regarding the action.
 - (h) Any other information deemed relevant by the employee.
 - (4) Within ten (10) working days of receipt of the notice from the employee, the human resources department shall provide a notice of receipt of the filing of the grievance to the department head. Within ten (10) working days of receipt of the notice from the human resources department, the department head will provide a written response to the grievance on the form provided by the human resources department. If not resolved with the issuance of the department head's written response, within five (5) working days of receiving the department head's response, the human resources director shall assure that all required procedural steps have been taken by the department issuing the action and, if the required steps have not been taken, return the

disciplinary action to the department, which shall, within five (5) working days, correct any deficiencies or rescind the action.

The human resources department may independently investigate the matter and will notify the employee and the department head if an investigation is conducted. If the human resources director determines that the disciplinary action, as currently documented, appears inconsistent with prior departmental or city disciplinary actions, the human resources director, or the director's designee, shall meet with the department head to determine if any modification to the action should be taken; the determination of whether to modify the discipline shall be made at that time by the department head.

The director of human resources shall inform the employee of the outcome of the review and conference with the department head. If the employee is not satisfied with the outcome of the review, the employee may request mediation or appeal to the personnel advisory board pursuant to section 19-239. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review or within five (5) days of the written notice from the mediator issued pursuant to section 19-238(g) that the mediation has concluded.

(g) Mediation procedure. The human resources director shall arrange for mediation through the University of Missouri School of Law, or a mutually agreed mediator. The mediation will be held at a mutually agreeable time and location within the City of Columbia. The mediator shall work to reach a resolution of the dispute that is agreeable to all parties. The mediation may continue beyond the initial session if agreed by all parties, including the mediator.

If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion as to the proper outcome of the dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision on whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential and, before proceeding with mediation, both parties must agree in writing that the any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.

If the mediation concludes without an agreement, the mediator shall immediately inform all parties in writing of the date on which the mediator determines that the mediation has concluded.

(h) Prior to the expiration of deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines. The human resources director shall provide notice of any extension to all parties.

(i) Grievances, disciplinary reviews or complaints which are not specifically resolved and not continued by the employee within the aforementioned time sequences, including extensions, shall be considered as satisfied and not subject to further consideration. Grievance, disciplinary review or complaint responses by the department head which are contrary to established time sequences may be elevated to the next step of the process by the human resources director on request of the employee or the employee bargaining group. The human resources director will have discretion in determining whether to elevate the dispute, but shall assure that the process is managed expeditiously.

Sec. 19-239. Appeals to personnel advisory board.

Eligible city employees may appeal shall have the privilege of appealing grievance determinations involving suspensions without pay, dismissals or disciplinary demotions against them to the personnel advisory board provided the grievance procedure has been utilized by the employee.

~~Note: Organized employee groups may, through negotiations with the city, arrange to appeal all unresolved grievable issues to the personnel advisory board.~~

Personnel advisory board appeal procedures are as follows:

- (1) The employee or department head within five (5) working days of receipt of the director's response may file a written request with the human resources department for a hearing before the personnel advisory board. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review provided under section 19-238(f) or within five (5) days of the written notice from the mediator issued in accordance with section 19-238(g) indicating that the mediation has concluded. Such The request shall be on a form provided by the human resources department set forth in substance the employee's grievance and reasons for appeal of action taken thereon. Such A hearing shall be scheduled as soon as possible and shall be conducted by procedures and rules established by the personnel advisory board. The hearing shall be closed. The employee shall have the right to be heard and to present evidence. Testimony shall be given under oath and a record made of the hearing.

Each party, as well as the board, may engage counsel and call witnesses. The board shall upon request of any party issue subpoenas and shall in a proper case issue subpoenas duces tecum for the hearing, but not for depositions. Subpoenas shall be issued, served and enforced in the same manner as subpoenas issued under RSMo Ch. 536. by agencies created by

the constitution or state statute. Technical rules of evidence shall not apply. After hearing and consideration of the evidence and within ten (10) working days after the hearing, the board shall render its recommendations in writing to the city manager. As soon as possible after the hearing, a certified written transcript of the hearing along with all exhibits produced at the hearing shall be delivered to the city manager. The city manager shall review the transcript and exhibits and, within thirty (30) days of receiving the transcript, render a decision supported by findings of fact and conclusions of law which shall be final, binding and not subject to further administrative appeal except to the extent allowed by state law.

- (2) ~~Unresolved grievances involving concerns other than suspensions, dismissals, and/or disciplinary demotions may be filed with the city manager's office within five (5) working days of receipt of the director's response. The city manager shall render a decision within ten (10) working days, and this decision shall be final and binding.~~

~~Problems~~ For problems involving sexual harassment or a potential discriminatory situation ~~may be pursued either through the outlined grievance/complaint procedure; or,~~ the employee may contact the human resources department or may utilize available remedies under existing local, state and federal legislation directly.