CITY OF COLUMBIA, MISSOURI

AND

COLUMBIA POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE #26

October 1, 2017 – September 30, 2020

LABOR AGREEMENT

POLICE OFFICERS' BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties and Definitions

The parties to this agreement are:

- LODGE: the Columbia Police Officers Association, Fraternal Order of Police Lodge #26 and its representatives, herein called "Lodge," and
- CITY: the City of Columbia, Missouri, herein called "City," including the Columbia Police Department, herein called “Department.”

This agreement will be referred to as “the agreement” or “the contract”

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 Lodge 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.

Section 1.02 Conflicts

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;
- Columbia Police Department’s Policy Manual.

Unless expressly modified by this agreement, the City Personnel Policies and Procedures, the City Personnel Policies and Procedures shall be controlling.

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. Unless otherwise agreed to by the Lodge, the Members shall not be bound by any amendment to the City Personnel Policies and Procedures that materially and adversely affects the Member's 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 as modified by Section 17.01 of this Agreement.

The City agrees to meet and confer with the Lodge concerning proposed 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 before its first reading before city council required by Section 19-81 of the Code of Ordinances.

Section 1.03 Open Bargaining Items

The Lodge and City agree that throughout the collective bargaining process, certain items were discussed, but the parties were unable to reach an agreement. The following issues were left open, with the intent to engage in good faith bargaining:

- Handling draft-eligible or special events.
- Determining an acceptable police exercise program, to include incentives.
- Including boots and ergonomic load bearing vests as part of the uniform supplied by the Department.
- Attendance at Lodge meetings by on-duty Lodge shift representatives.
- Professional development incentives.
- The use of leave time in connection with hours worked and overtime.
- Third-party legal defense coverage.
- Arbitration of Disputes
- Limitation of Attorney Practice

The Lodge and City agree to good faith bargaining on these issues in 2018 in accordance with Section 19-25 of the Code of Ordinances. These items are in addition to those items that qualify under Section 10.02 of this agreement. Any agreements reached must be approved in the same manner as this agreement and, upon approval by the Members and the City Council as described in this agreement, shall be an amendment to the terms of this agreement.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes that at the time of this agreement the Lodge is the exclusive bargaining representative for all sworn Police Officers below the rank of Lieutenant, collectively known as the members of the bargaining unit or the "Members."

The Lodge recognizes that should the Members disaffiliate with the Lodge or Fraternal Order of Police 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. If the new entity is established as the exclusive bargaining agent of the Members as recognized by law, the City recognizes it would have a duty to negotiate in good faith with the new entity and in any such negotiations, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

Section 2.02 Added Classifications

In the event any new full-time sworn job classification is added to the Department with a rank below that of Lieutenant, the Lodge and the City will negotiate in good faith on representation of the new classification. If the position is added to the bargaining unit, the City shall further bargain with the Lodge regarding the pay, terms, and conditions of employment for the newly added classification.

Section 2.03 Non-Discrimination

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

Article III. Management Rights

Section 3.01 Management Rights

The management rights of the City and the Department are governed by Section 19-26 of the City 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 Lodge agrees that the City's exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as precedent setting.

Section 3.02 Operation of Law

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

Article IV. Lodge Rights

Section 4.01 Orientation

The City agrees that all new personnel hired to fill represented positions shall be given an opportunity to meet with a Lodge representative during police orientation. The department and Lodge will agree to a date at which time the Lodge will provide lunch. The provided lunch shall be attended by all new hires on a voluntary basis. During this lunch, information related to the Lodge will be provided.

Section 4.02 Bulletin Boards

The City agrees to allow the Lodge to maintain an enclosed bulletin board in the break room, or other agreed upon location, within each police building that is manned on a full-time basis. The bulletin board shall be for the exclusive use of the Lodge. The content shall not violate City Personnel Policies and Procedures as exist at the time of execution of this proposal, including Section 19-39 of the Code of Ordinances, which prohibits the use of equipment or resources of the city for political activity. Posting of the Lodge notices shall, therefore, be restricted to:

1. notices of Lodge recreational and social affairs;
2. notices of Lodge elections;

3. notices of Lodge appointments and results of Lodge elections;
4. notices of Lodge meetings;
5. other notices of bona fide Lodge affairs which are not political candidate endorsements or generally libelous in nature.

Section 4.03 Dues Deduction

A. The Lodge has requested that Lodge membership fees and dues be deducted from the biweekly pay of each employee who individually authorizes the deduction in writing. The City will deduct the Lodge membership fees and dues from those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the City prior to the first day of the month are to be effective during the succeeding month.

B. Dues are to be deducted from each paycheck and are to be remitted for deposit directly to the Lodge's General Fund with an itemized statement being sent to the Lodge 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 pay period from the total monthly remittance to the Lodge's General Fund.

D. An employee may cancel or revoke the authorization for check off deductions by written notice to the City and the Lodge. The cancellation is to become effective one month subsequent to the request for such cancellation.

E. The Lodge 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 Lodge to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Lodge to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Section 4.04 Lodge Business

Lodge shall select up to 8 members as its Collective Bargaining Team.

The city shall pay these representatives for time spent in formal meet and confer sessions and quarterly meetings if occurring in normal working hours. Subject to

operational needs of the Department on the day of the meeting, for employees scheduled to work on the day of the meeting, the Department may shift the employees schedule to allow the employee to attend the meeting on work time. The Lodge agrees that attendance at these meetings cannot be in working hours if the attendance during working hours will result in overtime for the officers involved. Employees attending meetings during work hours are subject to callout.

Section 4.05 Member Consultation with Lodge Representative

The City may 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 and Department Policy Manual, Policy 1020. 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.

All employees subjected to interviews that could result in discipline have the right to have one (1) uninvolved representative present during the interview. A Member will not be punished for making such a request for representation. The Member shall have up to 48 hours to secure representation, except that on express approval of the Chief or acting chief on a case-by-case basis, the time may be limited to address the needs of the investigation, with the limited time being at least ninety minutes. However, nothing in this section shall prevent the Department from asking questions necessary for the protection of the public at any time. The reasons for requesting and granting the shorter time will be included in the investigation report.

The representative of the employee shall not be:

- A witness of the administrative investigation which is being conducted concerning the employee, or
- The subject or potential subject of an administrative investigation, or
- Involved in either the employee's administrative or criminal investigation, or
- A supervisor in the chain-of-command of the employee.
- A family member of the employee.

In order to maintain the integrity of each individual’s statement, involved employees shall not consult or meet collectively or in groups prior to being interviewed.

The representative's role shall be restricted to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation.

The Lodge Representative with whom the Member consults under this provision shall not be subject to questioning or interrogation by any employee of the Department except with the express approval of the Chief or acting chief, which will only be granted on a case-by-case basis. It is agreed that having a Lodge Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Lodge representative may observe the interview, and with the Member's and City's written consent, request to confer privately with the Member. The Lodge representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.

Section 4.06 Release of Lodge Relevant Information

Upon request from the Lodge the City will provide all public records in accordance with Missouri law and City ordinances and policies regarding costs.

Section 4.07 Quarterly Meetings with Management

The Chief and the Lodge will meet at least once per calendar quarter to discuss issues that have been brought to Lodge representatives by the members and other issues of concern relating to the operations of the Department. Either party may defer issues to the meet and confer process established by Chapter 19 of the Code of Ordinances. Tentative agreements regarding changes to the Code of Ordinances or City regulations will not be binding until approved by the official(s) with authority under the City charter and/or the Code of Ordinances.

Only the following authorized personnel may attend: Chief, deputy or assistant chiefs, elected officers and the Lodge Executive Director. Others may attend if mutually agreed by the Chief and all Lodge representatives attending the meeting.

The initial meeting will be held on a date mutually agreed upon, and at that meeting, and each subsequent meeting, the next meeting date will be established. Scheduled meetings may be postponed if necessary to meet the operational needs of the Department or on agreement of the Chief and the Lodge President. The City shall continue to pay Members as established in section 4.04.

Article V. Job Descriptions

Section 5.01 Job Descriptions

The City shall maintain job descriptions for all classifications within the bargaining units. Electronic copies of job descriptions for all covered classifications shall be made available online.

Article VI. Duty Assignments

Section 6.01 Vacancy Posting and Selection for Full-Time and Part-Time Duty Assignments

When there is a vacancy in any full-time or part-time duty assignment other than patrol and undercover or covert operations, the Department shall notify all officers of the vacancy via e-mail. The posting shall:

a) Identify the vacant or new assignment by name and the rank of the position,
b) Provide a description of the duties and expectations of the assignment,
c) Identify the date and time by which applications for the assignment must be received and the person or office to which the applications should be delivered,
d) Provide the entry qualifications for the assignment,
e) Indicate expected length of assignment, and
f) Be open for a minimum period of ten calendar days
g) Describe the selection process.

The length of all assignments are subject to performance and the needs of the department. An application will not be considered if received after the deadline. All postings will be reviewed in advance by a deputy chief or the chief. All candidates meeting minimum qualifications will be allowed to go through the selection process.

The Chief or the Chief's designee will utilize a selection process that is based on the position to be filled. As part of the selection process, an applicant's Internal Affairs record and job evaluations may be among those matters considered.

The Chief or the designee will select an officer who meets the entry qualifications for the assignment unless the Chief or the designee determines that no candidate who meets the entry qualifications for the assignment is satisfactory. In the event that no candidate

meeting the entry qualifications for the assignment is satisfactory, the assignment may be reposted with or without modifications.

If an applicant is not chosen for the assignment the applicant may request to meet with the person who was responsible for making the selection to discuss ways in which the candidate can better prepare for future openings.

Officers who hold part-time assignments may hold multiple part-time duty assignments, so long as no unreasonable conflict exists among the positions held.

Undercover or covert operations assignments may be made by the Chief or the Chief's designee without restriction.

Article VII. Hours of Work

Section 7.01 Patrol Schedule Determination

The Chief or Chief's designee will determine the appropriate shift schedules based on the operational needs of the department. The shift schedule may be reevaluated annually to coincide with the bid process. The Department or the Lodge may initiate discussions regarding changing the schedule, but such request must be made by September 1st. If a timely request is made by either the Lodge or the Department the parties shall meet to discuss the proposed changes. In the event the Department decides to change the schedule, or denies the Lodge's request to change the schedule the Chief, or designee, shall provide in writing:

a) The reason for the schedule change, or
b) The reason the requested change was denied

Section 7.02 Patrol Schedule Changes

If the Department determines that there is an operational need that would require a change in the Patrol schedule after the shift assignments are finalized and announced the Department shall provide in writing, via email:

a) The reason for the schedule change
b) The anticipated duration of the change, if reasonably known
c) The effective date of the change

The Department will provide as much notice as possible about the schedule change. In the event the Department cannot provide at least 30 calendar days' notice the City Manager shall approve the change before it can take effect.

Section 7.03 Non-Patrol Schedule

Sergeants and Officers who are not assigned to the Patrol schedule will have their schedules determined by their commanders based on the various needs of the individual units. If the schedule in these units is changed the Department shall provide in writing, via email:

a) The reason for the schedule change.
b) The anticipated duration of the change.
c) The effective date of the change.

Section 7.04 Shift Bidding Process

Officers and Sergeants assigned to Patrol shall complete a bidding process annually, to be completed by December 1st. The bid process shall begin no earlier than October 1st unless agreed to by the Lodge. If a Member in a non-Patrol (beat) assignment intends to request to leave their assignment and enter the bid process he/she shall notify the chain of command no later than September 1st of their request to bid. Assignments which are rotational in nature shall have their rotations coincide with the bid process. The process will be conducted as follows:

- The annual shift bidding process shall be completed by December 1st and the shift assignments finalized and announced within 14 calendar days of the completion of the bid.

- The order of the bid will be based on seniority. Once the bid is completed the shift assignments will be announced, via email, no later than 14 calendar days after the bid is completed.

- New shift assignments shall become effective within the first 90 days of the new calendar year.

- The Chief or designee shall have the right to assign any Member who enters service or moves into a new assignment to an appropriate shift until the next bidding process is completed.

- The Sergeant bid process shall be completed prior to the commencement of the Officer bid process.

Section 7.05 Shift Transfers and Reassignments

If a Member is involuntarily removed from an assignment for disciplinary reasons he/she shall be placed in a vacant roster position to be determined by the Chief, or designee.

If a Member is involuntarily reassigned for administrative reasons, such as the disbanding of a unit or other operational needs, Command Staff will attempt to conduct the reassignment as close to the bid process as possible.

If a Member is involuntarily reassigned for administrative reasons or a Member voluntarily transfers to a Patrol (beat) assignment from a non-Patrol assignment outside the established bid process and timeline, the Member will choose from currently vacant roster positions as indicated below.

A Member may request another Member who is assigned to patrol and has the same rank to voluntarily transfer. Such transfers are subject to the approval of command staff but will only be denied if it is anticipated that the transfer will adversely affect operations. If denied, the reasons for the denial will be provided in writing. The transfer may be conducted in either of two ways.

1. If the Member receiving the request agrees to transfer, the Member making the request will fill the position of the transferring officer and the transferring officer will fill the position of the requesting officer.

2. If the Member receiving the request agrees to transfer, the Member making the request will fill the position of the transferring officer. The transferring officer will be treated as a voluntary transfer and may choose from vacant positions as indicated below.

Prior to the employee transferring, the Deputy Chief over the Operations (Patrol) Division, or designee, will provide the employee with a list of vacant positions that are available to the employee. The list of vacant positions will be based on the operational needs of the department at the time of the transfer. When an opening on a shift becomes available, the Deputy Chief over Operations Division, or designee, will announce the opening via email and any Member with the appropriate rank may apply for the vacancy. The Member with the highest seniority will be allowed to move to the vacancy.

Section 7.06 Meal Breaks

The Department shall make a reasonable attempt to allow all Officers and Sergeants a thirty (30) minute paid meal break during their normal work shift. All Officers and Sergeants assigned to a shift of ten (10) hours or more shall receive two (2) additional fifteen (15) minute paid rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 7.07 Training Meal Breaks

The Department shall provide a paid meal break of at least 30 minutes for attended training that lasts 8 hours or more. In the event the training requires travel to another location, the allotted break shall include sufficient time to travel and a minimum of 30 minutes for the paid meal break, if the travel and meal break occur together. This section does not apply to training that requires an overnight stay.

Section 7.08 Duty Trade

Members assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief or designee. If the answer is a denial of the request the answer shall provide specific reasons why the request could not be approved. Trades must occur within the same pay period. All such trades shall be purely voluntary between the members involved, and both members shall be paid for the hours they actually work.

Article VIII. Promotions

Section 8.01 Sergeant Promotions

A promotional list shall be created annually.

a) The promotional process shall begin with a written examination, to be acquired from an outside entity.

b) The Oral Board shall consist, at a minimum, of two external law enforcement professionals at or above the rank of sergeant, and a representative of the Human Resources Department. The Oral Board shall interview and score all candidates.

The representative of the Human Resources Department shall attend meetings of the Board and shall facilitate the interviews.

c) At the Chief's or the Chief's designee's discretion, the testing process may also include skills tests or other practical examination components, in addition to the written examination.

d) The Oral Board shall provide its interview scores to the Human Resources Department. The Human Resources Department shall prepare a list of the top candidates, in scoring order, based upon the overall combined scores received on the written and oral portions of the promotional process, and any practical or skills-based tests the Chief chooses to include in the process. The Human Resources Department shall provide the final ranked list to the Chief. For each opening, the Chief shall select the candidate to be promoted from among the top five candidates on the list at that time. Where more than one position is to be filled, the sixth candidate on the list shall move into the fifth position after the first successful candidate is selected, and so on. In determining which candidate(s) to promote, the Chief may review candidate personnel files and in making a decision shall consider each applicant's position on the list, leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.

e) Once the promotional process is complete and the Human Resources Department provides the Chief with final ranked list of candidates with scores, applicants will be notified of their status. The city will provide each candidate his or her results in a format similar to the form attached as Appendix A. The criteria may be modified from time to time to satisfy the needs of the City, and the form will be updated to be consistent with the criteria.

f) Each list created during a promotional process shall remain active following the certification from the Human Resources Department until the next promotion list is certified by the Human Resources Department.

g) Rules regarding promotional eligibility and additional details of the promotional process are set out in City policy.

h) When a candidate is passed over for promotion as provided herein, the Chief, or the Chief's designee, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities.

i) Members shall be compensated for time worked during the testing and interviews conducted during the promotional process if during the Member's work hours.

Article IX. Transitional Duty Assignments

Section 9.01 Offering and Acceptance of Transitional Duty

Members who are not currently qualified to perform the essential functions of his or her regular employment position due to a temporary medical issue may perform and be compensated for transitional duty if meeting the criteria established in the Transitional Duty Policy issued by the City Manager on June 8, 2016 (effective July 1, 2016). Performance of transitional duty shall be governed by that policy. If a transitional duty position in the Department is open, the Member will be placed in that position if the City determines that the Member's medical restrictions allow the Member to fill the position and the Member meets the position's requirements for hours and days of work, knowledge, skills and abilities as indicated on the transitional duty assignments approved by Human Resources.

Article X. Wages

Section 10.01 Pay Range and Lump Sum Payment

The pay range for all personnel covered under this Agreement during the 2017 fiscal year shall be, not including shift differential or other pay incentives, as follows:

Minimum	Mid-Range	Maximum
Officer $42,141 annually $20.26/hour	Officer $50,569 $24.312/hour	Officer $58,997 annually $28.364/hour
Sergeant $53,846 annually $25.888/hour	Sergeant $67,307 annually $32.359/hour	Sergeant $80,769 annually $38.831/hour

Members covered by this agreement shall not have their current pay lowered unless there is an associated demotion; however, this does not prevent adjustments in pay, up or down, due to changes in shift or duty assignments. Members shall remain eligible and receive pay raises at the same time and rate that is granted to all other city employees.

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.

Section 10.02 Wage Reopener

Annually beginning in 2018, in accordance with Section 19-25 of the Code of Ordinances, the City and the Lodge shall engage in good faith negotiations on the issue of salaried compensation. Any agreements reached must be approved in the same manner as this agreement and, upon approval by the Members and the City Council as described in this agreement, shall be an amendment to the terms of this agreement.

Article XI. Overtime

Section 11.01 Two-Week Work Periods / Overtime After 80 Hours Actually Worked

Pay will be in accordance with section 19-96 of the Code of City Ordinances.

Section 11.02 Call-In Duty

All Members who have left their normal place of work for their residence or elsewhere, including leaving for scheduled days off or leave time, who are called back to work shall be paid an amount calculated in accordance with Section 19-98 of the City Code or Ordinances. Whether a Member is eligible to be called in following use of sick leave will be determined on a case-by-case basis by the supervisor requesting the call-in based on the reason for the leave (illness or routine appointment), the nature of the illness and the reason for the call-in.

Officers must provide the department with phone numbers capable of receiving both text and phone calls and must respond at the earliest opportunity to any message from

Department Personnel regarding call-in for duty. It is agreed that checking texts or voice messages for a call-in request is a de minimis activity for purposes of the Fair Labor Standards Act.

Section 11.03 Duty-Related Phone Calls

Members who receive one or more phone calls from any Department supervisor (Sergeant through Chief), or their designee, while off-duty, which calls lasts longer than seven minutes, in a 1-hour period, and which concerns a job-related issue, shall be compensated for a minimum of fifteen minutes. Each additional fifteen minute increment shall also be compensated if more than seven of the fifteen minutes is spent on job related issues. Members may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation. Reports and timekeeping shall be completed on the next shift unless otherwise directed by a supervisor.

Section 11.04 Draft Eligible Special Events or Assignments

Any assignment or special event that will utilize a selection process to mandate a member to work who did not freely sign up shall be considered a draft eligible assignment or special event. All draft eligible assignment or special event shall be posted as soon as possible with the notice "Draft Eligible" clearly discernible on the sign-up sheet and/or email, as time allows.

All identified alternate members for a draft eligible assignment or special event that are required to be available to be called in shall be paid according to the city's on-call policy.

Article XII. Health and Welfare

Section 12.01 Insurance Provided

The City shall offer health, vision, dental, life and long-term disability insurance to members on the same terms as those benefits are offered to non-represented employees of the City.

The City shall have the right to change plans and/or carriers, to increase or decrease premiums, co-pays, and benefits available under an existing plan. Before any change is implemented, the City shall hold voluntary meetings open to Members and post a video of a meeting on the City's intranet site (MyColumbiaMo.com).

Section 12.02 Life Insurance

The City shall maintain life insurance coverage in the amount one and a half times the Members annual salary up to a maximum of $50,000 for each sworn officer and sergeant. The City shall pay 100% of the premium for this benefit.

Section 12.03 Vaccinations

The City shall continue to make Influenza and Hepatitis B vaccinations available at no charge to members.

Section 12.04 Retiree Healthcare

The City shall offer health insurance to retirees, at the retirees' expense. It is not the intent of the parties for the City or current members to subsidize the cost of retiree coverage.

Section 12.05 Fitness Examinations

The City may require medical examinations in accordance with Section 19-46 of the City Code of Ordinances for the purpose of determining fitness or continued ability to perform essential functions of the employee's job, and may take such action as allowed by the ordinance and applicable state and federal law.

Article XIII. Retirement Benefits

Section 13.01 Police Pension

The City shall continue the current retirement program as listed in City Ordinance the year of this contract's adoption currently in City Code or Ordinances Chapter 18 Article II Division 1, Division 2, Division 4 and Division 5.

Section 13.02 Deferred Compensation Plans

The City shall offer a 457 Deferred Compensation plan.

ARTICLE XIV. Paid Leave

Section 14.01 Vacation, Sick Leave and Floating Holiday Accrual

Holidays, Vacation, Sick Leave and Floating Holiday time shall be known as Paid Leave (PL). PL accrues in accordance with Sections 19-121, 19-129 and 19-130 of the Code of Ordinances. Eligible full-time members shall accrue PL hours each pay period at the same specified rates as all full-time city employees.

Once leave is approved, such approval may only be rescinded by the Chief and such decision to rescind the previously approved leave shall be documented as soon as practical in writing and provided, via email, showing why rescinding the approved leave is necessary for the operations of the Department. However, when additional hours are worked in a week where other accruals are utilized (i.e. vacation, sick, floating holiday, compensatory time), only needed accruals to reach 80 hours will be used.

Section 14.02 PL Scheduling

Requests for use of vacation, floating holiday, compensatory time, and scheduled sick leave for doctor/dentist appointments must be submitted through the POSS system to the appropriate supervisor for approval prior to taking the time off. For scheduled doctor/dentist appointments, actual time used may be reported upon return when the duration of an appointment is unknown. Unscheduled sick leave should be reported in the POSS system as soon as possible after the use of the leave.

All leave requests for vacation, floating holiday, and compensatory time are to have prior approval. No leave requests for vacation, floating holiday, and compensatory time will be approved prior to 90 days before the scheduled time off without the approval of an assistant chief or above. In responding to leave requests for vacation, floating holiday, and compensatory time, the City may consider past approvals when staffing is an issue. In all cases, leave will not be granted unless adequate staffing as determined by the Bureau Commander (Assistant Chief or Deputy Chief) is maintained. If a request for leave is denied, the reason for the denial will be communicated through POSS at the time of the denial.

Section 14.03 PL Pay

Pay in lieu of taking time off for PL shall not be allowed except as allowed per City Personnel Policies and Procedures, including Sections 19-121 and 19-129 of the City

Code of Ordinances. Except for Holidays, PL hours are not counted as time worked towards overtime calculations. Holiday pay shall be governed by Sections 19-96 and 19-121 of the City Code of Ordinances. Members who work their regularly scheduled shift, whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

Section 14.04 FMLA and Other Leave of Absence

Leave taken pursuant to the Family and Medical Leave Act of 1993 is available in accordance with Article A, Section A.5.a of the Supplemental Administrative Rules to Chapter 19.

Section 14.05 Notice of Absence

Members are required to provide appropriate notice of absence according to department policy.

Section 14.06 Activity While on Leave

Members shall have the right to engage in any activity that is consistent with City Personnel Policy and Procedures to include but not limited to:

- Columbia Police Department Policies 1040 and 1041 (which address employment outside the Department) and 1058 (Employee Speech, Expression, and Social Networking);

- City Code of Ordinances Sections 19-37 (Candidacy for Public Office), 19-39 (Political Activities), and 19-41 (Conflicts of Interest).

- The Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27.

Section 14.07 Military Leave

Members called to active military duty shall be entitled to pay, leave accrual and seniority accrual in accordance with Section 19-127 of City Code of Ordinances.

Article XV. Seniority

Section 15.01 Seniority Definition

For purposes of police operations (including processes such as bid for shifts) and consistent with Administrative Rules Article III Section H, "seniority" shall mean the earliest date from which the Member has been continuously employed by the City in current rank. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the seniority as an officer.

Section 15.02 Roster to Be Provided

The City shall maintain and, upon request, provide to the Lodge a current roster showing names of all current bargaining-unit-eligible personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 15.03 Loss of Seniority

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

a) Voluntary resignation or retirement,
b) Discharge for just cause.

Section 15.04 Rehire

Former bargaining unit members who are rehired after a loss of seniority shall begin to accrue new seniority from the date of re-employment. Rehired members shall be required to serve the appropriate probationary period.

Article XVI. Probationary/Qualifying Period

Section 16.01 Probationary/Qualifying Period

New police officers or promoted members shall be hired or promoted on a trial basis and subject to the probationary/qualifying period and standards contained in the City Code of Ordinances, Chapter 19, Article VI, Division 4, including those provisions addressing return to previous classification.

Article XVII. Reductions in Force

Section 17.01 Lay Off and Recall

The City Manager may, in his/her discretion, determine from time to time that a reduction in force may be necessary to maintain certain necessary services within the City. Reductions in force and reemployment will be managed in accordance with Sections 19-211 and 19-166 of the Code of Ordinances and Art. III, Section H.2 of the Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27. For the purpose of Administrative Rules Article III Section H, related to lay-offs and recalls, "primary (first) consideration" is defined as:

- For lay-offs, the consideration shall be from the least to most senior member capable of performing the available work.
- For recalls, the consideration shall be in favor of the most to the least senior member capable of performing the available work.

Members shall be required to notify the City whether they shall accept recall within seventy-two hours after receiving a recall notice, and shall have a maximum of fourteen days to report for duty. Any member who declines recall or who does not report for duty within the specified time period shall be place at the bottom of the list and the City shall move on to the next eligible individual. Any member who declines recall on a second occasion shall be removed from the recall list.

Article XVIII. Discipline and Internal Investigations

Section 18.01 Discipline and Internal Investigations

Discipline, including discharge, of Members shall be for just cause. Internal investigations shall be conducted, and disciplinary actions shall be taken, in compliance with Policy 1020 of the Department's Policy Manual.

Section 18.02 Copies of Personnel Records

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

Except as provided herein, each Member shall have the right to examine the City's personnel files on that member upon request. Access to personnel files is only available

during normal business hours of the Human Resources Department. Members shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Access to pre-hire psychological profiles and CVSA examination results shall be excluded from coverage under this Section.

Section 18.03 Review of Internal Affairs or Disciplinary Files

Once an investigation is completed, upon request, the Internal Affairs Unit shall provide the employee under investigation with any audio/video recordings, records, statements or other evidence that is relevant to the complaint unless the release would interfere with, or jeopardize the integrity of any investigation as determined by a written directive from the Chief of Police. As to records that are closed or confidential under federal or Missouri law, including Chapter 610 of the Revised Statutes of Missouri, access will only be granted to the extent allowed by law and under the procedures established by law. In a matter being reviewed by pursuant to 19-238 of the Code of Ordinances, if a Member has requested representation by the Lodge in writing in accordance with 19-238 of the Code of Ordinances, the review of documentation may be exercised by a designated Lodge representative. The Lodge representative shall be given a private space and a reasonable amount of time to review the material provided by the Department, shall be allowed to make copies and/or duplicate any of the documentation or evidence made available, and shall be allowed to take notes regarding the contents of such material. In communicating regarding the contents of the documentation and evidence, the Lodge representative shall be responsible for maintaining witness confidentiality.

Section 18.04 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the member's alleged conduct may amount to criminal activity, the Department shall determine, in accordance with Policy 1020 of the Department's Policy Manual, whether to refer the matter for criminal investigation.

Section 18.05 Outcome of Administrative Investigation

Once an administrative investigation is complete, management shall issue the outcome of the investigation to the Member via email within three calendar days.

Article XIX. Grievance, Disciplinary Review and Complaint Procedures

Section 19.01 Definitions

The following definitions in Section 19-4 of the Code of Ordinances apply:

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 any discipline involving suspension without pay, dismissal or disciplinary demotion.

Complaint. A written document filed:

(a) By the affected employee regarding Any inequitable, unsafe, or malicious imposition upon an employee by a person associated with city government that alleges any violation of the terms and provisions of the existing personnel procedures; or
(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.

Section 19.02 Procedures for Grievances, Disciplinary Reviews and Complaints

All Grievances, Disciplinary Reviews, and Complaints shall be made and heard in accordance with Sections 19-238 and 19-239 of the Code of Ordinances.

Article XX. General Provisions

Section 20.01 Uniforms and Equipment

The City shall provide all necessary uniforms and equipment for all Departmental personnel as detailed in the department policy.

a) Members shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order. The city shall supply reasonable accessories (such as corrective eyewear in gas masks) for any equipment issued that would render the item impractical without the accessory.

b) Except for shoes and boots, the City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

c) Except for shoes and boots, the City shall bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.

d) The city shall pay a $229.00 quarterly stipend for clothing to all officers and sergeants who are assigned to non-uniform specialty assignments.

e) The City shall identify a uniform alteration source that sworn officers and sergeants can utilize as necessary for immediate clothing repair (e.g. button replacement and rip/tear patching) with prior approval from a lieutenant or the quartermaster.

Section 20.02 Off-Duty Actions

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

Section 20.03 Policies to be Available

The City shall make all policies that are applicable to members covered under this agreement available on line through the City's internet site. Members shall be

responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual member.

Section 20.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Members may hold other employment so long as consistent with City Personnel Policies and Procedures, including:

- Columbia Police Department Policies 1040 and 1041, which address employment outside the Department;
- City Code of Ordinances Section 19-41 (Conflicts of Interest).
- The Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27, including Article III Section G.

Section 20.05 Release of Personal Information

For critical incidents or other high profile circumstances, the City shall not release any involved member's personal information, including date of birth, address, phone number, or other identifiable information to a third party that is not an emergency response agency except with the member's written consent, or as required by law. The City shall not designate the involved member as a point of contact for the media unless the member consents to such designation. Members shall not be allowed to make any comments to the media unless authorized by the Chief of Police or designee.

This section is consistent with and in addition to the guidelines established in Columbia Police Department Policy 310.

Section 20.06 Uncompensated Work Prohibited

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

Section 20.07 Facial Hair and Tattoos

Members shall be allowed to have well-groomed facial hair and tattoos that are consistent with the guidelines established in Columbia Police Department Policy 1044.

Article XXI. Training

Section 21.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the Member shall be compensated in accordance with the provisions set forth in this Agreement. In addition to paying the Member for time worked and the training tuition, all costs associated with the training shall be paid by the Department, as provided in this Article.

Any Member, on an individual basis, may choose to waive part or all of the provisions in this Article in cases where training is denied due to budgetary reasons and the member still wishes to attend the program. Costs incurred from the waived provisions will be covered by the Member out-of-pocket, not to be reimbursed by the City. The Member must still adhere to staffing restrictions and obtain leave approval in the same manner as if the training had been approved.

Section 21.02 Meal Reimbursement

The City shall provide each member with a per diem for meals when the member is attending training which requires an overnight stay in accordance with the City of Columbia Travel Policy, Travel Procedures & Guidelines. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 21.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 21.04 Travel Cost

The City shall pay expenses incurred for travel to, from and during training in accordance with the City of Columbia Travel Policy, Travel Procedures & Guidelines.

Section 21.05 Lodging

If approved in advance, the City shall provide each member with lodging in accordance with the City of Columbia Travel Policy, Travel Procedures & Guidelines when the member is attending training which requires an overnight stay.

Section 21.06 Other Associated Costs

If allowed under the City of Columbia Travel Policy, Travel Procedures & Guidelines, the City shall provide for all other costs required for or associated to the training. Such costs include but are not limited to, workshop fees in addition to tuition, materials costs, and other required fees.

Section 21.07 Training Hours

Except if necessary based on operational need, Members who are attending external training shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Members shall only be paid for hours actually worked, but Members who elect not to return to work may opt to use paid time off.

Section 21.08 Training Day

Except if necessary based on operational need, Members who are assigned to the overnight patrol shifts, who are attending external training during the day, shall not be required to work the night before the training or the night shift on the day of the training. Members shall only be paid for hours actually worked, but night shift members who elect not to work the shifts before or after a training day may opt to use paid time off, if desired and if they have accumulated time available.

Article XXII. Complete Agreement

Section 22.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after

the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 22.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing, approved in the same manner as this agreement, including a vote of the Members and the city council and signed by both parties.

Section 22.03 Savings

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

Section 22.04 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 Lodge need not enter this agreement if the proposed amendments are not passed by city council in the form attached hereto.

Article XXIII. Term of Agreement

Section 23.01 Effective Date

Authorization to enter this agreement has been obtained by the Lodge by a majority vote carried out over a period of time and in a location and manner that allowed reasonable opportunity to 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.

[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 Counselor

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

Columbia Police Officers Association
Fraternal Order of Police Lodge #26

By: _____
Alan R. Mitchell II, President

Date: _____

By: _____
Dale H. Roberts, J.D., Executive Director

Date: _____

APPENDIX A

APPLICANT FEEDBACK FOR SERGEANT PROMOTIONAL PROCESS

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA POLICE OFFICERS ASSOCIATION FRATERNAL ORDER OF POLICE LODGE #26

SERGEANT SELECTION PROCESS FEEDBACK PROPOSAL
July 2017

WRITTEN TEST – PURCHASED FROM OUTSIDE AGENCY

Currently the Police Sergeant written test is multiple choice consisting of one hundred questions, segmented into the following five categories:

1. Laws Related to Police Work
2. Police Field Operations
3. Investigative Procedures
4. Supervisory Practices
5. Reports, Records, and Paperwork

Propose giving applicants their overall written test score as a percentage, and the number of questions they answered correctly in the five categories listed above.

ORAL INTERVIEW

Propose the following five categories:

1. **MANAGEMENT/LEADERSHIP SKILLS**-Consider demonstrated management decisions such as decisiveness, judgement, problem analysis, stress tolerance, persuasiveness, and teamwork. Also consider reasoning skills, ability to influence, willingness to coach, change management skills, understanding how to prioritize tasks, and ability to manage situations operationally and administratively.

2. **UNDERSTANDING OF DEPARTMENT/CITY GOALS, OBJECTIVES, AND CHALLENGES**-Expressed interest, commitment, and understanding of the overall direction the City and the Department are taking. Demonstrates knowledge and understanding of the department's mission and values. Candidate should exhibit knowledge of current Department projects, initiatives, policies and changes. Consider candidates current/past involvement in any of those activities and the level of support of department standard.

3. **INTEREST IN SELF/ORGANIZATIONAL IMPROVEMENT**-Willingness to improve self by proactively learning new skills and developing knowledge; self-starter, actively influences others; high initiative level. Candidate indicates willingness to perform duties beyond those specifically assigned, and works towards improving the organization by identifying problems and recommending solutions. Demonstrates knowledge of current police practices and theories.

4. **COMMUNICATION EFFECTIVENESS**-Ability to express thoughts in a clear, confident and articulate manner. Uses good grammar, proper volume, appropriate non-verbal gestures (including eye-contact), avoids rambling. Also consider listening skills as evidenced by the ability to extract important information or key points from questions.

5. **OVERALL READINESS**-Consider composure, enthusiasm and confidence. Evaluate applicants' ability to use tact and diplomacy when confronting difficult situations. Consider ability to relate appropriately with members of the public, other officials, superior officers, and peers. Also look at important predictors of success, such as attitude, ability to accept and manage change, and reason for seeking promotion.

Propose giving applicants a percentage rating in each category based on an average of all scores.

Interview will also include a POP project presentation - Supervisors are often asked to make presentations to members of our community regarding issues of crime and fear of crime. Many times these requests have time limitations as they are part of a bigger meeting or agenda. Applicants should be prepared to present a 15 (minimum) to 20 minute (maximum) presentation on a POP (Problem Oriented Policing) project they have been a part of. The applicant should assume the audience has little to no knowledge of crime analysis, geographic policing, and predictive policing and should be prepared to explain those concepts as they relate to the presentation. Applicants are required to prepare a PowerPoint as part of this exercise. The time needed to set up the presentation shall be included in the time constraints in order to demonstrate preparedness and familiarity with the technology being used.

Below is a sample of the notification applicants would receive after the selection process has been completed.

SAMPLE NOTIFICATION

Good morning Officer_____,

Thank you for your participation in the selection process for Police Sergeant. Your interest in advancement with the Columbia Police Department is appreciated.

I am *pleased or regret* to inform you that you *have/have not* achieved Eligibility Roster status for the position of Police Sergeant. Please find below information on your individual performance in this selection process.

Written Test

Written Test Score:
X%

Section I, Laws Related to Police Work: x/x correct answers
Section II, Police field Operations: x/x correct answers
Section III, Investigative Procedures: x/x correct answers
Section IV, Supervisory Practices: x/x correct answers
Section V, Reports, Records, and Paperwork: x/x correct answers

Interview

	Rating
Section I, Management/Leadership Skills:	X %
Section II, Understanding of Department/City Goals, Objectives & Challenges:	X%
Section III, Interest in Self/Organizational Improvement:	X%
Section IV, Communication Effectiveness:	X%
Section V, Overall Readiness:	X%

Sincerely,

APPENDIX B

AGREED TO
CHAPTER 19 ORDINANCE CHANGES

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF COLUMBIA AND
COLUMBIA POLICE OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE #26

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~~ person 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~~ 576.73
Employee + Child(ren)	~~512.82~~ 544.24
Employee + Family	~~681.43~~ 712.85

. . .

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.

(~~c~~ 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 ~~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~~.