

Laborers'
International
Union of
North America

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**Laborers' Local 773 to City of Columbia
Proposals- FY 2015
February 5, 2014**

Proposals are listed in priority order

1. Labor Contract to be recognized as Collective Bargaining Agreement (CBA) and is binding on the City and the Union.

- Approve updates to Local 773 labor contract
- Authorize labor contract to be recognized as a collective bargaining agreement (CBA) per MO. Constitution section 29 article
- Approve Union submitted contract attached.
- Include the Union requested ordinances from chapter 19 and department guidelines related to working conditions
- Authorize signature page for labor contract between Union and City of Columbia

2. \$500 flat payment for FY2015 in lieu of base building increase or \$.50 cent minimum cost of living adjustment for all Union eligible employees

Cost estimate:

\$500 X 296 employee = \$148,000.00

\$.50 X 2080hrs X 296 emp = \$307,840.00

3. Occupational Injury Leave 19-123 (Workers' Compensation)

Employees be allowed to attend follow up work comp doctor appointments with no loss of pay.

Proposed language for implementation:

On the day of accident or of first medical attention, an employee will be excused from work without loss of pay, vacation or sick leave for the period of time required to obtain necessary medical attention. The remainder of the day will be excused without loss of pay, vacation or sick leave if the attending physician recommends that the employee not return to duty. Necessary travel time is

considered as time required to obtain medical attention.

If the employee is able to return to work after the accident or first medical attention, he/she will be excused from work without loss of pay, vacation or sick leave for the period of time required to obtain medical attention related to the injury or illness. An employee may be required to provide satisfactory proof of medical attention.

4. Repeal Public Works Department policy Hiring Rules with Regard to Relatives (2009) and review ordinance/Admin Rules related to working with relatives/hiring rules related to relatives.

Respectfully submitted by:

Regina Guevara
Field Representative- Local 773

Paul Prendergast
Field Representative-Local 773

Cc: Kevin L. Starr
Business Manager- Local 773

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. _____

COLLECTIVE BARGAINING AGREEMENT

Pertaining to conditions of employment of city employees represented by Laborers' International Union of North America, Local 773; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. INTENT AND PURPOSE

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

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

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

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

SECTION 2. RECOGNITION

(Not limited to titles listed due to classification study)

The City recognizes the Union as the exclusive authorized representative of permanent employees (excluding individuals in some supervisory, temporary or

seasonal, and professional capacities) in the following activity areas:

- 2.1 Street maintenance and cleaning (including traffic division operations)-PW
 - Equipment Operator I
 - Equipment Operator II
 - Equipment Operator III
 - Meter Repair Technician

- 2.2 Solid waste and sanitary landfill operations-PW
 - Equipment Operator I
 - Equipment Operator II
 - Equipment Operator III
 - Material Handler
 - Refuse Collector I
 - Refuse Collector II
 - Refuse Collector III

- 2.3 Power plant-W&L
 - Apprentice Balancing Authority Operator
 - Equipment Operator III
 - Instrument Technician
 - Laboratory Technician I
 - Nerc Cert Balancing Authority Operator
 - Nerc Compliance Officer
 - Power Plant Operator I
 - Power Plant Operator II
 - Power Plant Operator III
 - Power Plant Operator IV
 - Storeroom Assistant
 - Stores Clerk
 - Utility Maintenance Mechanic I
 - Utility Maintenance Mechanic II
 - Utility Maintenance Mechanic III
 - Utility Maintenance Mechanic IV

- 2.4 Waste water treatment operations-PW
 - Equipment Operator II
 - Laboratory Technician II
 - Maintenance Assistant I
 - Maintenance Assistant II
 - Utility Maintenance Mechanic I
 - Utility Maintenance Mechanic II
 - Utility Maintenance Mechanic III
 - Utility Maintenance Mechanic IV
 - WWTP Operator I

WWTP Operator III

- 2.5 Airport custodial and maintenance activities-PW
 - Custodian
 - Maintenance Mechanic

- 2.6 Bus/Transit operations-PW
 - Bus Driver
 - Bus Dispatcher
 - Lead Bus Driver
 - Vehicle Service Worker

- 2.7 Public buildings custodial and maintenance operations-PW
 - Custodian
 - Building Maintenance Mechanic I
 - Building Maintenance Mechanic II

- 2.8 Computer operation activities- (Information Technologies)
 - Computer Operator

- 2.9 Sewer/Storm water maintenance operations-PW
 - Equipment Operator I
 - Equipment Operator II
 - Equipment Operator III
 - Laboratory Technician II
 - Maintenance Assistant I
 - Sewer Utility Lead Operator

- 2.10 Parks and golf course divisions of the Park and Recreation Department
 - Construction Specialist
 - Equipment Operator II
 - Grounds Keeper I
 - Grounds Keeper II
 - Maintenance Assistant I
 - Maintenance Assistant II
 - Maintenance Mechanic
 - Maintenance Specialist
 - Vehicle Mechanic

2.11 Vehicle maintenance and repair-PW

Maintenance Assistant I
Stores Clerk
Vehicle Mechanic
Vehicle Service Worker

2.12 Parking-PW

Meter Repair Technician
Parking Meter Repair Assistant
Parking Enforcement Agent

City management shall give 30 day notice to Union when reclassifications are made.

SECTION 3. DUES CHECK-OFF

A. The City shall deduct the union membership fees and dues, once each month, from those employees who individually authorize, in writing, that such deduction be made. All authorizations delivered to the City prior to the first day of the month shall be effective during that succeeding month. Dues will be deducted from the first paycheck of each month and shall be remitted together with an itemized statement to the Union Treasurer, within 15 days after the deductions have been made.

B. The Union shall reimburse the City for the service described herein at the rate of 10¢ per participating employee, per month, to cover administrative and processing costs. This service fee will be deducted from the total monthly remittance to the Union.

C. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the authorization for check-off deductions upon written notice to the City and the Union during the period of December 1 through December 31, annually. Union dues will stop, beginning with the first full pay period of the new calendar year.

SECTION 4. MANAGEMENT RIGHTS

Specific areas of responsibility shall be reserved to management:

- (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.

4.1 Rules of Conduct

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

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

The City agrees to consult with the Union concerning matters affecting working conditions or grievances of employees in the bargaining unit to the extent that such conferences do not abrogate or in any manner abridge the right of management to conduct business

The City agrees to post such rules or regulations near the time clocks or on bulletin boards and distribute to Union representatives.

In the event the Union disputes the reasonableness of any such rule other than wages, hours, or working conditions, such matter will be a proper subject for labor management meetings. Generally, notice will be made at least 30 working days prior to implementation.

4.2 Meetings with Management

The Department Director will meet monthly with the Union Stewards to discuss issues that have been brought to Union Stewards by the employees.

Meetings will be a set schedule and posted on Union bulletin boards.

Only authorized personnel may attend. (Director, Union Stewards, and if Division has no Union Steward, then a representative will be designated).

All meetings will transcribe minutes and minutes will be posted on Union bulletin boards.

SECTION 5. REST PERIODS

Whenever possible, employees will be given 2 fifteen minute rest periods with pay during the normal work shift. The duly authorized supervisor shall determine eligibility, time and location for the rest period.

SECTION 6. COPIES OF OFFICIAL MATERIALS AND TRANSACTIONS

A. The City shall, upon request by an employee in the bargaining unit, furnish the employee the following:

1. Current copy of the Personnel Procedures, Policies, Rules and Regulations;
2. Any personnel transaction or evaluation affecting the individual employee;
3. The individual's job description.

The Union shall, upon request by an employee in the bargaining unit, furnish the employee the following:

1. A copy of the collective bargaining agreement
2. New member packet information

3. Authorization or revocation forms for Union dues

- B. The City shall furnish a bargaining unit list for Union membership to the Union within 10 working days following request for such information.
- C. The City shall furnish the Union with copies of disciplinary actions against employees covered by this ordinance upon request from Union representatives with employee written authorization.

SECTION 7. UNION REPRESENTATIVE VISITATION RIGHTS

Authorized, official Union Representatives, not to exceed two (2) at any one time, may have access to the City facilities public areas and designated break areas during working hours to investigate matters directly relating to the administration of this contract. However, such individuals shall notify the Department Head, or in the Department Head's absence, the Human Resources Director before entering City facilities. Union Representatives shall not disrupt or interrupt the City's operations and visiting representatives shall adhere to all City safety and security procedures.

SECTION 8. STEWARD REPRESENTATION

The Union may appoint a maximum of three (3) stewards for each division. (1) One steward on each shift in each division. The Union shall notify the Department Head and the Human Resources office of the appointment and changes in any appointment. A steward shall be subject to the same terms of employment as any other employee, and shall not be discriminated against by reason of the fact that the individual is a steward.

Union eligible employees may request to have a union steward/union representative present during disciplinary/investigatory discussions with management. Management shall make every effort to allow for union representation not to exceed 1 hour wait time for union steward/union representative to arrive.

Management is not required to inform the employee of his/her rights; it is the employees responsibility to know and request.

8.1 STEWARD GRIEVANCE INVESTIGATION RIGHTS

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

8.2 STEWARD RIGHTS AND RESPONSIBILITIES IN THE WORKPLACE

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

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

The stewards shall engage in discussions with management related to the first step of the grievance procedure at employee's request. Stewards shall have the right to discuss union activities, grievance procedure, and the collective bargaining agreement during working hours as so long as it does not interfere or disrupt with work duties.

Stewards shall have the right to review workplace concerns of employees, at their request, and take findings to management at any time to resolve the matter in a timely manner. Stewards and members of the bargaining unit shall have the right to promote and discuss the Union in a positive manner without penalty. The stewards shall refrain from any organizing during working hours. Any organizing will be done during break times.

SECTION 9. SAVINGS CLAUSE

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

SECTION 10. BULLETIN BOARDS

The City shall allow locked bulletin boards in each division, keys to be kept by Union representatives, boards to be provided by the Union, and to be used only by the Union for posting notices bearing the official written approval of the Union. Copies of all notices posted shall be made available to the Department head at the time the notices are posted. In no event shall a bulletin board be used for political candidate purposes or for any purpose that will in any way harass or injure the City, its employees, or the positive public reputation of either. Posting of the Union notices shall be restricted to:

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

SECTION 11. DAYLIGHT SAVINGS TIME CONVERSION

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

SECTIONS 12- 39

Standard language shall be adopted from Chapter 19 and be included in these sections cited below. Specific language related to Fire, Police, Airport fire/safety officers, and positions of those City employees and officials excepted from representation of Local 773 shall not be included in these sections from the ordinances.

SECTION 12.....	19-95 Mutual aid emergency pay and restoration of services.
SECTION 13.....	19-96 Overtime
SECTION 14	19-99 Show-up Time
SECTION 15.....	19-97 Standby/On-Call
SECTION 16.....	19-98 Call-in Pay
SECTION 17.....	19-101 Shift Differential
SECTION 18.....	19-86 Step-Up and Step-Down Pay
SECTION 19.....	19-104 Tools and Personal Protective Equipment
SECTION 20.....	19-107 Uniform Clothing Allowance
SECTION 21.....	19-100 Meal Allowances
SECTION 22.....	19-121 Holidays
SECTION 23.....	19-129 Vacation Leave
SECTION 24.....	19-130 Sick Leave
SECTION 25.....	19-132 Voting Time
SECTION 26.....	19- 179 Job Openings
SECTION 27.....	19-110 Health Insurance
SECTION 28.....	19-122 Leave Of Absence without Pay
SECTION 29.....	19-123 Occupational Injury Leave
SECTION 30.....	Admin Rules- On The Job Injury Procedures
SECTION 31.....	19-124 Compensatory Time Leave
SECTION 32.....	19-126 Jury Duty
SECTION 33.....	19-128 Disability Leave
SECTION 34.....	19-238 Grievance Procedure
SECTION 35.....	19-192 Probationary Qualifying Period
SECTION 36.....	19-84 Promotions, Reclassifications, Changes in Pay Grade, Transfers and Demotions.
SECTION 37.....	19-211 Layoffs
SECTION 38.....	19-102 Severance Pay
SECTION 39.....	19-25 Negotiating Impasse Procedure

SECTION 40. TERM

This agreement shall be in full force and effect for a 1 year period from the date of signing, after its passage, and will continue thereafter from year to year and will continue thereafter unless written notice to change, revise, or terminate the agreement is served by either party.

PASSED this _____ day of _____, 2014

ATTEST:

City Manager

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Laborer's International Union of North America Local Union 773:

Kevin L. Starr, Local 773 Business Manager

Clint B. Taylor, Southern and Central Illinois District Council