

Date:

January 30, 2012

To:

Robert McDavid, Mayor

Fred Schmidt, Councilman, 1st Ward Michael Trapp, Councilman, 2nd Ward Gary Kespohl, Councilman, 3rd Ward Daryl Dudley, Councilman, 4th Ward

Barbara Hoppe, Councilwoman, 6th Ward

From:

Steve Forrest, President, Columbia Professional Fire Fighters Local 1055

Re:

Personnel Cost Reductions

On behalf of the members of Columbia Professional Fire Fighters I offer the following recommendation for fiscal year 2014 Meet and Confer.

Guaranteed three employees on vacation per day

The Columbia Fire Department currently allows 2 two employees on vacation per day. This policy has been in effect for many years. In the last 30 years, the addition of three new fire stations and 33 personnel has created a need to allow 3 personnel off on vacation per day. Taking into account the fire department shift schedule, 40 vacation blocks per shift are available in a calendar year. In 2013 the fire department will have a staffing level of 39 personnel per shift. This leaves one vacation block empty throughout the year. Vacation is picked based on seniority. The result of the current policy means newer employees have a very slim chance of having a reasonable summer vacation. These employees may spend half their career waiting for a better vacation pick. Allowing 3 personnel off on vacation per day will create more opportunities for vacation in the summer months.

Fiscal impact - The cost associated with changing this policy is very hard to predict. Current staffing levels allow the fire department to grant vacation days for three personnel with up to, two personnel on sick or injury leave per day with no overtime costs. If additional personnel were on sick leave for a given day overtime costs may occur. Please note fire department personnel continue to have one of the lowest sick leave usage averages in the city. Again, it is very hard to predict sick leave, injury leave, and military leave.

One large issue of concern in the Fire Department worth mentioning is pay compression. Columbia Professional Fire Fighters and Fire Chief Witt are working together on a restructuring plan to address our compression issues. Part of the plan will include a merit based proposal for the lowest paid personnel holding the rank of fire fighter.

We thank you for considering this year's request and look forward to discussing it with you.



CPOA summary of goals and objectives.

FOP#26 <columbiapoa@gmail.com>

Wed, Jan 30, 2013 at 3:52 PM

To: Margrace Buckler <mfb@gocolumbiamo.com>
Cc: Dale Roberts <ColumbiaPOA@gmail.com>

attn: Ms Buckler

As I previously indicated, I am submitting this from a remote location (from a smartphone.) Please pardon the format and brevity.

In no particular order:

- 1. The department's blanket requirement for a note upon return from sick leave.
- 2. Compression of pay among ranks remains an unresolved issue.
- 3. Exit Interviews for departing officers.

and lastly,

4. Past practices: are issues resolved in prior meet and confer negotiations settled or are they renegotiable?

I will, of course, elaborate on these goals and objectives very soon.

Thank you, Dale

Inasmuch as I am unsure of the technology, could you reply just to let me know this worked? Thanks again.



Dale H. Roberts, J.D., Executive Director

F.O.P. Lodge 26: The Columbia Police Officers Association

Mail: PO Box 267, Columbia MO 65205

Office: 1301 Vandiver Dr, Suite 102 WWW Columbia POA org

WWW.ColumbiaPOA.org ColumbiaPOA@gmail.com

FOP#26 <columbiapoa@gmail.com>

Wed, Jan 30, 2013 at 4:52 PM

To: Margrace Buckler <mfb@gocolumbiamo.com>

Trying to send again... just in case.

----- Forwarded message -----

From: FOP#26

Date: Wednesday, January 30, 2013

Subject: CPOA summary of goals and objectives.
To: Margrace Buckler <mfb@gocolumbiamo.com>
Cc: Dale Roberts <ColumbiaPOA@gmail.com>

attn: Ms Buckler

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https://mail.google.com/mail/photos/img/photos/public/AlbEiAlAAABDCJT8gerbq42FlClLdm NhcmRfcGhvdG8qKDk0ZWNjZmFjNDlwODlhMzY2MGVkZmU0YmZmYTQwZDkwNjBhYWJmMmlwAQBlaQALHZdTVryCn3dVOg7VsR7I>

[Quoted text hidden]

Margrace Buckler <mfb@gocolumbiamo.com>
To: FOP#26 <columbiapoa@gmail.com>

Wed, Jan 30, 2013 at 6:24 PM

Received. Thank you.

Sent from my iPad [Quoted text hidden]



LABORERS' INTERNATIONAL UNION of NORTH AMERICA LOCAL UNION 773

5102 Laborers' Way • Marion, IL 62959 Ph: (618) 993-5773 • Toll Free: 877-993-5773 • Fax: 618-998-1773 Office E-mail: laborer@local773.com

Laborers' Local 773 to City of Columbia Proposals- FY 2014 January 30, 2013

Matthew E. Smith President

Kevin L. Starr Business Manager Proposals are listed in priority order

1All Union eligible employees to receive \$.50 cents per hour cost of living wage adjustment

John E, Price Secretary-Treasurer This request is based on:

- Current CPI increase of 1.7% for all Missouri households

-October 2011 \$.19 cent increase in City water fees.

Kevin A. Fetters Vice-President

- January 2012 medical premium increase of \$27.24 per month

William Orrill Executive Board Last year the Union explained since 2008 overall employee incomes have shrunk 21% just in medical premium increases and cost of living. 2008 was the last year single coverage medical premiums were paid 100% by the City, as a result of high claims a percentage of the premium was passed on to city employees. The modest \$.27cent increase employees received last year is not nearly enough to cover these growing expenses.

James Harris Executive Board

The Union requests negotiation of a moderate increase of \$.50 cents per hour to help narrow the gap between wages and increases in cost of living, medical premiums and utilities.

Connie George Recording Secretary

2. Labor Contract Finalization (See attached)

Rodney Howell Sergeant-at-Arms -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 1

- Approve Union submitted contract to form. Include the Union requested ordinances from

chapter 19 and department guidelines related to working conditions

AUDITORS: Willie Meredith Melinda Motsinger-Karnes Jo McNulty

-Authorize signature page for labor contract between Union and City of Columbia

Melinda Motsinger-Karnes - Review attached Union mediation issues for clarification

(Union and City mediation was held Jan 13, 2012 without resolution.)

3. Occupational Injury Leave 19-123 (Workers' Compensation)
Employees be allowed to attend work comp doctor appointments with no loss of pay.

WEB SITE: www.local773.com Currently employees are required to take sick or vacation time to attend work comp appointments. The ordinance is silent on this issue. Employees feel because the injury is work related and most often are required to see City Occupational Health or a provider that was referred by the City, and most often are scheduled during work time, they should be released from work without loss of pay to attend.

OFFICES: 611 North Garth Columbia, MO 65203 573-449-5723 FAX 573-499-4930





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A technicality on this issue, is that some employee do get paid to see City Occupational Health when they are scheduled the same day as the injury occurs, however if the employee cannot be scheduled until the next morning they are required to take benefit time.

Matthew E. Smith President

Additionally, most departments outside of Public Works allow employees to attend work comp appointments on city time. The Union is requesting consistency and fairness with the pay practice throughout all departments.

Kevin L. Starr Business Manager

4. Tool Allowance 19-104

Increase tool allowance for Vehicle Maintenance Mechanics from \$500.00 to \$1500.00 per year.

John E. Price Secretary-Treasurer

Currently there are 17 mechanics. Total cost for increase would be \$17,000 per year.

Kevin A. Fetters Vice-President

Public Works provides \$500.00 per year for each vehicle mechanic to purchase tools for their respective craft. This amount no longer is able to sustain the ability to purchase new tools to effectively keep up with technology.

William Orrill Executive Board

5. Shift Transition Pay- (See attached draft language)

Essentially this request is to allow for an 8 hour rest period for employees who are required to work snow detail without loss of hours toward the calculation of overtime.

James Harris Executive Board

Respectfully submitted by:

Connie George Recording Secretary

Regina Guevara Field Representative- Local 773

Rodney Howell Sergeant-at-Arms

Paul Prendergast

Field Representative-Local 773

AUDITORS: Willie Meredith Jerry Womick James Hobbie

Union Stewards: Gerod Crum Creedon Miller Cindy Robinson Charles Thompson

WEB SITE:

www.local773.com

Cc: Kevin L. Starr

Business Manager- Local 773

OFFICES: 611 North Garth Columbia, MO 65203 573-449-5723 FAX 573-499-4930



DRAFT 1/30/13

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 or bargaining unit.

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

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 <u>Street maintenance and cleaning(including traffic division</u>

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

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

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 10ϕ 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, 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.

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 1hour 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 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;
- 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 12-38

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 1219-96 Overtime
SECTION 13 19-99 Show-up Time
SECTION 1419-97 Standby/On-Call
SECTION 1519-98 Call-in Pay
SECTION 1619-101 Shift Differential
SECTION 1719-86 Step-Up and Step-Down Pay
SECTION 1819-104 Tools and Personal Protective Equipment
SECTION 1919-107 Uniform Clothing Allowance
SECTION 2019-100 Meal Allowances
SECTION 2119-121 Holidays
SECTION 2219-129 Vacation Leave
SECTION 2319-130 Sick Leave
SECTION 2419-132 Voting Time
SECTION 2519- 179 Job Openings
SECTION 2619-110 Health Insurance
SECTION 2719-122 Leave Of Absence without Pay
SECTION 2819-123 Occupational Injury Leave
SECTION 2919- On The Job Injury Procedures
SECTION 3019-124 Compensatory Time Leave
SECTION 3119-126 Jury Duty
SECTION 3219-128 Disability Leave
SECTION 3319-238 Grievance Procedure
SECTION 3419-192 Probationary Qualifying Period

in Pay Grade, Transfers and Demotions, In Pay Grade, Transfers and Demotions SECTION 3619-211 Layoffs SECTION 3719-102 Severance In SECTION 3819-25 Negotiating In	s. Pay
SECTION 39. <u>TERM</u> This agreement shall be in full force and effect of signing and after it's passage, and shall rem will continue thereafter unless written notice to agreement is served by either party.	nain in effect until and
PASSED this day of	, 2013.
ATTEST:	
City Manager APPROVED AS TO FORM:	Mayor and Presiding Officer
City Counselor	
Laborer's International Union of North America	Local Union 773:
Local 773 Business Manager	
Southern and Central Illinois District Council	

To: Ms. Peggy McNieve **FMCS Mediator**

RE: Mediation of work agreement between Laborers' International Union of North America Local 773 and the City of Columbia.

ISSUES:

1. Section 1. Preamble

The Union requests the agreement reached between Laborers' Local 773 and the City of Columbia be recognized as an agreement to govern the relationship by which both parties will operate by.

2. Section 2. Recognition

The Union requests recognition of Supervisor I and II, Power Plant Balancing Authority, and Lab Technician titles in the bargaining unit. These titles were removed by the City in the City counter proposal of the work agreement draft April 12, 2011.

3. Section 4. Management Rights Article 9 (19-26)

The Union request clarification on the meaning of the language in Article 9.

4. Section 4.1 Rules of Conduct

The Union requests the language related to labor management meetings to discuss unreasonable department rules be reinstated to the work agreement.

Language removed in the City counter proposal of the work agreement draft April 12, 2011:

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 bargaining unit representatives.

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

5. Section 6. Copies of Official Materials and Transactions Article C.

The Union requests language related to furnishing the Union with disciplinary actions with authorization from employee be reinstated to the work agreement.

Section 26. FMLA

Section 26.1 Pregnancy/Disability Leave

Section 27. On The Job Injury Procedure-Article IV Sec. B Admin Rules

Section 27.1 Occupational Injury Leave 19-123

Section 28. Insurance Benefits 19-110

Section 29. Voting Time 19-132

Section 30. Jury and Witness Duty Leave 19-126

Section 30.1 Military Leave-Temporary Training Periods 19-127

Section 31. Announcing Job opening Procedure

Section 31.1 Promotions, reclassifications, change in pay grade, transfers, and demotions 19-84

Section 31.2 Promotion of a present employee 19-162

Section 31.3 Seniority Admin rules

Section 32. Probationary/ Qualifying Period-Duration 19-192

Section 33. Laid-off/demoted employees 19-166

Section 34. Discipline

Section34.1 Warnings 19-223

Section 34.2 Guidelines for corrective action 19-225

Section 34.3Explanation of action: appeal 19-226

Section 34.4 Suspension or termination 19-227

Section 35. Grievances Complaints and Appeals 19-237

Section 35.1 Procedure for grievances and complaints 19-238

Section 35.2 Appeals to the PAB 19-239

Section 36. Negotiating Impasse Procedure 19-25

Section 37. Separation because of curtailment of work 19-211

Section 38. Severance Pay 19-102

9. Section 39. Duration/Term Union Proposed language:

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

- 10. The Union requests signature page to include Laborers' Local 773 and City of Columbia signatures in recognition of the work agreement.
- 11. The Union requests clarification of bargaining in Good Faith. Is the City required to bargain in Good Faith even if they do not agree to a signature page?

Respectfully submitted,

Regina Guevara Field Representative LiUNA Laborers' Local 773 Shift Transition Pay following Activation of Shift Schedules for Emergency Response: Shift schedules will be activated as deemed necessary by Public Works management or designee to address concerns of public safety. Beginning and ending times for day and night schedules may vary according to the circumstances of the emergency; however normal schedule for full shift activation will be as follows:

Day Shift: 7:00 AM-7:00 PM Night Shift: 7:00 PM-7:00 AM

Staffing needs for each shift will be determined by the Public Works Management. Shift assignments will be made at the Public Works Management's discretion, with consideration given the employee's stated shift preference, employees experience and seniority, and specific safety concerns. Recognizing the need to give employees adequate time for rest and recuperation as they transition off a night shift schedule back into a regular day shift, the following provisions will apply:

• When shift deactivation occurs on a regular workday (Monday-Friday), employees ending their shift on the morning of a regular workday will be granted time off for the remainder of that day in order to fully rest and be prepared to return to their regular work schedule on the following day. To accommodate the needed rest period during a shift transition without loss of earnings, those employees who transition from the night shift back to the day shift during the regular work week will be compensated for 8 hours of shift transition pay. When deactivation of the night shift occurs on a week-end or holiday, no shift transition pay will be compensated.

The 8 hour paid rest period granted to employees be provision of this policy will be considered "hours worked" for purpose of calculating the employees eligibility for overtime compensation at the rate 1.5 rate of pay.