

**COLLECTIVE BARGAINING AGREEMENT**

**Between Laborers’ International Union of North America, Local 955; and  
City of Columbia**

**Effective: October 1, 2020 through September 30, 2023**

**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 955, 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.

Any conflict with this Agreement and Chapter 19 of the City Code shall be resolved by following the provisions of Chapter 19 of the City Code.

It is the intention of the parties that this Agreement will continue sound relations between the City and its employees which will promote genuine cooperation, and efficiency in which the City and its employees will mutually benefit, and to facilitate discussions of differences which may arise from time to time between the City and employees

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

**SECTION 1. RECOGNITION**

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

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

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

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

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

Public Works/Fleet Operations  
Vehicle Maintenance Assistant  
Vehicle Mechanic II

Public Works/Transit  
Transit Maintenance Assistant

Utilities/Sewer  
Collections Assistant

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

### **SECTION 3. DUES CHECK-OFF**

A. Once a month, the City will deduct the Union membership fees and dues from those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month are to be effective during the succeeding month.

B. Dues are to be deducted from the first paycheck of each month and are to be remitted for deposit directly to the Union's General Fund with an itemized statement being sent to the Union Treasurer within fifteen (15) days after the deductions have been made.

C. The City may deduct, as a service fee, 10 cents per participating employee per month from the total monthly remittance to the Union's General Fund.

D. An employee may cancel or revoke the authorization for check off deductions by written notice to the City and the Union during the period December 1 through December 31, annually. Union dues will stop, beginning with the first full pay period of the new calendar year.

The City agrees it is an employee responsibility to notify the Union when title changes to a supervisor, temporary, seasonal or professional capacity during the year so that dues may be

stopped outside of the December revocation period. The City does not object to the Union informing its members that failure to notify the union within 10 days negates union dues reimbursement.

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

## **SECTION 4. MANAGEMENT RIGHTS**

The City possesses the sole right to operate Departments and exercise all management rights reserved to the city as defined in Section 19-26 of the Code of Ordinances.

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

### **4.1 Rules of Conduct**

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

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

### **4.2 Meetings with Management**

If requested by the Union on reasonable notice, the Department Director(s) will meet at least once per calendar quarter at a mutually agreeable time with the Union Stewards and/or a Union Staff Representative to discuss issues that have been brought to Union Stewards by the employees. Upon mutual agreement of the parties should matters be presented that cannot wait until the next calendar quarter additional meetings may be scheduled. Only the following authorized personnel may attend: Director, deputy or assistant directors, Union Stewards and/or up to two designated Union Staff Representatives. Others may attend if

mutually agreed by the Director and all Union representatives attending the meeting.

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

## **SECTION 5. REST PERIODS**

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

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

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

## **SECTION 6. COPIES OF OFFICIAL MATERIALS AND TRANSACTIONS**

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

## **SECTION 7. UNION REPRESENTATIVE VISITATION RIGHTS**

Local 955 may designate Union Representatives, not to exceed two (2) at any one time, who may have access to designated areas in each City building at which the Union has Members to meet with Members of the bargaining unit. These meetings may only take place during rest periods or meal breaks. However, the designated Union Representatives must notify the Department Director, and the Human Resources Director by email one full business day (not including Saturday, Sunday or Holidays) in advance before entering City facilities. Union Representatives shall not disrupt or interrupt the City's operations and visiting representatives shall adhere to all City safety and security procedures.

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

## **SECTION 8. STEWARD REPRESENTATION**

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

### **8.1 Steward Representation in Disciplinary Actions**

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

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

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

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

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

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

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

### **8.2 Steward Grievance Investigation Rights**

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

### **8.3 Steward Rights and Responsibilities in the Workplace**

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

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



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

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

## **SECTION 9. SAVINGS CLAUSE**

Section 9.1. The Agreement covers the entire understanding between the City and the Union. Should any provision of this contract be contrary to or in violation of any applicable existing or future law, then such provision of such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provision of this contract not contrary to law.

Section 9.2. No later than sixty (60) days after a written request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

## **SECTION 10. BULLETIN BOARDS**

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

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

## **SECTION 11. DAYLIGHT SAVINGS TIME CONVERSION**

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

## **SECTIONS 12. CITY POLICIES AND PROCEDURES**

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

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

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

The city will provide notice of proposed changes in advance of any proposed change having its first reading before city council as required by Section 2-81 of the Code of Ordinances.

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

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

The following ordinances, among others, are specific to working conditions and subject to notice provisions described above.

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

### **12.1 Standby Pay**

Standby Pay will be paid in accordance with 19-97.

### **12.2 Hours in Earned Pay Status as Work Hours for Purposes of Overtime**

Pay will be in accordance with section 19-96 of the Code of City Ordinances, with the overtime rate (or compensatory time in accordance with FLSA standards) for all

hours in pay status worked in excess of forty (40) hours during the work period. As stated in Section 19-96 of the Code of Ordinances, overtime work shall be kept to a minimum and supervisors may limit or alter the scheduled hours of Members in order to avoid or limit the accrual of overtime. In making such adjustments, the supervisor will assure the operational needs of the department are fully addressed.

### **12.3 Compensation and Wage Reopener**

The Covid-19 Pandemic is causing substantial disruption in revenue for the City and the amount of those revenue decreases is currently unknown. Due to anticipated revenue shortfalls resulting from the Covid-19 Pandemic, the City will not be making pay adjustments in conjunction with the beginning of the 2021 fiscal year.

The City will engage in good faith negotiations on the issue of salaried compensation for the second half of Fiscal Year 2021, with both the City and the

Union presenting proposals for compensation on February 15, 2021 and negotiations concluded no later than April 15, 2021.

Annually beginning in 2021, in accordance with Section 19-25.1 of the Code of Ordinances, the City and the Union shall meet and confer on the issue of salaried compensation. Changes in the terms of compensation will be memorialized in the form of a work ordinance or other mutually agreeable form.

## **SECTION 13. DISCIPLINE, DISCIPLINARY REVIEW, COMPLAINTS AND GRIEVANCES**

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Chapter 19 of the code of ordinances Article 6, Division 6, Sections 19-221 through 19-228. The Union agrees that complaints, disciplinary review, grievances, and appeals when deemed necessary by the Union or a Member, shall be handled in accordance with Chapter 19 of the code of ordinances Article 6, Division 7, Sections 19-236 through 19-239.

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

**SECTION 14. TERM**

Recognizing that some terms of this 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, 2020. 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, 2023.

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: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Attorney 

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.

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Matthew Lue, Director of Finance

**Laborer’s International Union of North America Local Union 955:**

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[Name]  
[Title]

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[Name]  
[Title]