



CITY OF COLUMBIA, MISSOURI

AND

COLUMBIA POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE #26

2019 Amendments to

October 1, 2017 – September 30, 2020

LABOR AGREEMENT

POLICE OFFICERS' BARGAINING UNIT

The parties have met to further negotiate those issues reserved pursuant to the collective bargaining agreement in effect for the period from October 1, 2017 to September 30, 2020 ("Agreement") and agree that these amendments to that Agreement have been made as a result of their good faith efforts to satisfy their obligations under Missouri law, and that the parties have met, discussed, and agreed upon a resolution of all reserved issues raised by the parties pursuant to Section 19-25 of the Code of Ordinances.

For the sections that have the same number as a section in Agreement or the 2018 amendments to the Agreement ("2018 Amendments"), these sections replace sections of the Agreement and the 2018 Amendments as indicated herein. For those sections with no corresponding number, these are additions to the contract. Unless expressly replaced herein, all provisions of the existing Agreement and the 2018 Amendments continue to apply up to the time of expiration on September 30, 2020. Terms defined in the Agreement shall have the same definition in this amendment.

Section 4.08 is added to the Agreement:

Section 4.08 Shift Representatives

Not later than January 31st of each year, the Lodge shall provide the Department with a list of members, not to exceed ten police officers and sergeants, who shall serve as official Shift Representatives until January 31st of the following year. Representatives shall be selected according to the process determined by the Lodge. One on-duty Shift Representative per shift may attend the Lodge's monthly general membership meeting provided the following requirements are met:

- a. The membership meetings are limited to one per calendar month.
- b. The meetings are not held on all-squad days, weekends including any time after 5:00 P.M. on Friday, or training days for the shift or the individual.
- c. Prior to attending the meeting, the Shift Representative will inform the supervisor and Joint Communications that the Shift Representative will be unavailable. The Shift Representative's supervisor shall allow the Shift Representative's ability to attend the meeting unless attendance will interfere with the department's ability to address call volume or other imminent needs. Should a shift representative believe that he or she has been improperly prevented from attending the Lodge meeting, the shift representative or Lodge may raise the concern with the Chief. If the chief agrees the shift representative should have been allowed to attend, the

Chief will issue additional guidance to the supervisor to assure appropriate application of the standard.

- d. If the representative's shift is still on duty at the conclusion of the meeting, the Shift Representative will return to duties as soon as the meeting adjourns, with attendance limited to a maximum of ninety (90) minutes, at which time the Shift Representative will inform Joint Communication that the Shift Representative is available.
- e. The Shift Representative must provide the department with a phone number capable of receiving both text and phone calls, and must respond immediately to any message from Department personnel. In addition, the shift representative will return to duty if requested by his or her supervisor, as needed to address call volume or other imminent needs of the Department.
- f. The Shift Representative must comply with Section 19-39 of the Code of Ordinances, which prohibits employees from "engag[ing] in any political activity while on duty or in uniform."

Section 10.01 of the Agreement is replaced with the following provision:

Section 10.01 Pay Adjustments

The City will make the following pay adjustments. The effective date of the pay adjustments is September 22, 2019. Adjustments herein will be made in the order presented.

- A. The City will adopt pay ranges recommended by Paypoint HR as presented to city council for its consideration at the June 10, 2019 budget work session.
- B. The City will move the police officer classification from paygrade F5 to new pay grades F6, as recommended by Paypoint HR.
- C. Starting pay for Sergeants will be \$33.145/hour, with any Members paid below the starting pay moved to the new starting pay.
- D. The City will move any Member paid below the new minimum for their classification to the new minimum pay.
- E. Incremental move to midpoint. The following increases are contingent on a Member achieving at least one score of 2.0 or higher in the 2018 and 2019 annual performance evaluation.
 - 1. For Members with a minimum of 3 years' time in classification as of March

1. 2019, Member pay will be at least 40% of the difference between the new midpoint and the minimum for the Member's pay grade.
 2. For Members with a minimum of 4 years' time in classification as of March 1, 2019, Member pay will be at least 70% of the difference between the new midpoint and the minimum for the Member's pay grade.
 3. For Members with a minimum of 5 years' time in classification as of March 1, 2019, Member pay will be at least the midpoint for the Member's pay grade.
- F. One-time time-in-classification adjustment to address pay compression for Members with more than 5 years in classification as of March 1, 2019. The following increase is contingent on a Member achieving at least one score of 2.0 or higher in the 2018 and 2019 annual performance evaluation.
1. The City will increase pay by 0.5% for each year a Member has been in classification above 5 years.
- G. After making the adjustments described above, the City will make a one-time across the board increase of 0.25% for all Members.
- H. Pay grade maximums will increase by at least the across the board percentage.
- I. No Member may receive an increase that exceeds the maximum for their pay range.
- J. Sick Leave Buy Back payment will be reduced from 50% of pay to 25% of pay for all eligible hours sold back.
- K. The city will not increase the current employee contribution to health insurance premium costs during fiscal year 2020.

Section 20.08 is added to the Agreement:

Section 20.08 Police Wellness

The City shall make available one room in the Molly Bowden Neighborhood Policing Center for use as a fitness room. That room is designated in the attached Exhibit A as Physical Agility Room and located near and has access to the precinct locker rooms. The equipment will be supplied and maintained by the Lodge and shall remain the property of the Lodge. The Lodge agrees to keep the room in good order, assure that all equipment is kept in a sanitary condition and provide supplemental supplies needed for the room.

Section 20.09 is added to the Agreement:

Section 20.09 Injury Data

The City of Columbia will track data on CPD officers' on-the-job injuries requiring medical attention to include:

1. How many officers suffer an on-the-job injury;
2. The medical cost;
3. The causes of officer on-the-job injuries, broken into defined categories to the extent such categories exist.

Aggregated information on these statistics will be made available on request by the Lodge, provided that the information does not cause a release of "protected health information," as that term is used in the Health Insurance Portability and Accountability Act (HIPAA). Requests may be for annual or quarterly statistics for a period of time designated by the Lodge, with requests made no more than quarterly.

Approval of the Amendment

Authorization to enter this amendment 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. 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.

[SIGNATURES ON FOLLOWING PAGE]

City of Columbia, Missouri

By: _____
_____, 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.

Janet Frazier, Interim Director of Finance

**Columbia Police Officers Association
Fraternal Order of Police Lodge #26**

By: _____
Alan R. Mitchell II, President

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

