

Memorandum of Agreement

Between

Columbia Police Lieutenants' Association

And

City of Columbia, Missouri

PREAMBLE

This Memorandum of Agreement (Agreement) is made and entered into by the City of Columbia, Missouri, its successors, and assigns and the current members of the Columbia Police Lieutenants' Association.

WHEREAS, the parties enter into this Agreement for the purpose of memorializing agreements and providing dialogue mechanisms to improve overall employee satisfaction and the performance of the Columbia Police Department, and to fulfill the City of Columbia's obligations under Missouri law and subsequent Missouri Court decisions.

WHEREAS, the employees covered by this Agreement shall be able, without fear of penalty or reprisal, to engage in or refrain from membership activities and to provide input and make recommendations to the CPLA, who will represent such employees consistent with Missouri Law in their dealings with the City of Columbia on terms and conditions of employment;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION

Section 1. Definitions. As used in this agreement:

"Bargaining Unit Employee" means a sworn law enforcement officer occupying the rank of Lieutenant who remains in a classified position.

"City" means the City of Columbia, including its various departments.

"CPLA" means Columbia Police Lieutenants' Association.

"Department" means the City of Columbia Police Department.

"Reduction in Force" means a separation from employment due to curtailment of work, lack of funds, elimination of position(s), or reorganization.

Section 2. The City recognizes and acknowledges that the CPLA is the exclusive authorized representative of the four sworn law enforcement officers occupying the rank of Lieutenant who remain in a classified position, each of whom is a signatory to this contract.

Section 3. This agreement shall not prejudice the rights of any Bargaining Unit Employee to refrain from engaging in membership or in activity with the CPLA.

Section 4. It is understood that the sole purpose of this Agreement is to allow CPLA to represent all Bargaining Unit Employees in the above described unit in the exercise of the rights of said Bargaining Unit Employees expressly set forth in the provisions of this Agreement.

Section 5. CPLA shall fully and fairly represent all Bargaining Unit Employees in the unit regardless of their membership status AS REQUIRED UNDER APPLICABLE LAW.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The City, in accordance with Missouri State statutes, possesses the sole power to manage the department.

As set forth in City Code Section 19-26, unless otherwise expressly and specifically agreed to in writing in this Agreement, it is agreed that the City shall possess and have the sole and exclusive right to:

- a. (1) Determine the nature, scope, and definition of the city organization including: classification, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, 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.

The failure of the City to exercise any such right shall not be deemed a waiver of any such power or right or a modification of this Agreement.

Section 2. It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein. The Union 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. 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 administrative rules 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 CPLA, the Bargaining Unit Employee 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 Bargaining Unit Employee'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. With regard to the rank of Lieutenant, such reductions in force will be made in accordance with Article 7 of this agreement.

The City agrees to bargain in good faith with the Union concerning proposed ordinance 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 to Chapter 19 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 the 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.

ARTICLE 3 **BARGAINING UNIT MEMBERSHIP**

Section 1. It is agreed that any Bargaining Unit Employee is free to participate and assist or decline to participate and assist with the CPLA without fear of retaliation of any kind. The CPLA and the City agree they will not interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to participate in or not participate in CPLA. The CPLA and the City agree not to discriminate against any Bargaining Unit Employee with regards to employment, including but not limited to promotions because he/she has formed, joined or chosen to be represented by CPLA or declined or withdrew from CPLA.

ARTICLE 4
NON-DISCRIMINATION

Section 1. The provisions of this Agreement, in accordance with applicable Federal and State Laws, shall be applied to all Bargaining Unit Employees without discrimination as to sex, marital or familial status, race, color, religion, national origin, ancestry, disability, political affiliation, age, sexual orientation, gender identity, veteran status, or any other characteristic protected by law; provided, however, (a) the prohibition on disability discrimination does not, however, exempt Bargaining Unit Employees from the requirement that they be able to perform the essential functions of their jobs in accordance with applicable provisions of the Americans with Disabilities Act (ADA), as amended, and as applied or interpreted by the Courts of competent jurisdiction, and (b) the prohibition on age discrimination does not prohibit the City from maintaining a lawful mandatory retirement age for sworn officers, unless otherwise determined to be unlawful as determined by a Court of competent jurisdiction.

Section 2. In instances where the parties have made reference to “he” or “she”, “his” or “hers”, etc. in this Agreement, the reference shall be interchangeable and non-discriminatory.

Section 3. CPLA will represent Bargaining Unit Employees without discrimination as to sex, marital, or familial status, race, color, religion, national origin, ancestry, disability, political affiliation, age, sexual orientation, gender identity, veteran status, or any other characteristic protected by law.

ARTICLE 5
DISPUTE RESOLUTION

The Union agrees that disciplinary review, grievances, complaints, and appeals when deemed necessary by CPLA or a Bargaining Unit Employee, 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 CPLA or a Bargaining Unit Employee 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 CPLA or a Bargaining Unit Employee from doing so in any state or federal court of competent jurisdiction of the Bargaining Unit Employee’s or CPLA’s choosing to the extent allowed by law; however, the CPLA and the Bargaining Unit Employee must exhaust the administrative remedies in Chapter 19, Article 6, Division 7, Sections 19-236 through 19-239 before filing in court.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

The Chief and CPLA representatives will meet at least once per calendar quarter to discuss 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.

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 CPLA representatives.

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 will shift the employees schedule to allow the employee to attend the meeting on work time. Employees attending meetings during work hours are subject to callout.

ARTICLE 7
REDUCTION IN FORCE

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. At the rank of lieutenant any separation or demotion of a Bargaining Unit Employee due to reduction of force shall be determined by seniority of all lieutenants regardless of classification.

Employees who are laid off due to a reduction in force shall be placed on a reemployment list in accordance with Section 19-211(c) for 36 months, and recalled per City Personnel Policies and Procedures.

For purposes of reductions in force and rehiring under Sections 19-211 and 19-166 of the Code of Ordinances and Art. III, Section H, paragraph 2.b of Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27, seniority shall be calculated from the last date of appointment to the Department as an officer. Seniority for purposes of demotions associated with reductions in force (other than that which occur for performance issues) shall use seniority in rank. In the event of a tie in seniority, hire date by the Department as an Officer shall be used.

ARTICLE 8
NO STRIKE AND/OR LOCKOUT

Section 1. CPLA agrees that neither it nor any of the Bargaining Unit Employees covered by this Agreement will collectively, concertedly or individually engage in or participate in any strike, slowdown, work stoppage, sick out, sympathy strike, illegal picketing, or other action or omission that interferes with the work or efficient operation of the Department. The City agrees that it will not lock out any of the Bargaining Unit Employees covered by this Agreement. Injunctive relief shall be an appropriate remedy for violations of this Article. Jurisdiction shall be in the Circuit Court of Boone County, Missouri. Failure or refusal on the part of any Bargaining Unit Employees to comply with any provision of this Article shall be cause for disciplinary action, including suspension or discharge as the City shall deem appropriate.

ARTICLE 9
SEVERABILITY

It is specifically agreed that the provisions of this Agreement are declared to be severable. If any Section, Article, provision, sentence, clause, phrase or part of this Agreement is judicially determined to be void, illegal, unenforceable, the remainder of the Agreement shall continue in full force and effect and be binding on the parties hereunto. If any Section, Article, provision, sentence, clause, phrase, or part of this Agreement is judicially determined to be void, illegal, or unenforceable, CPLA or the City may exercise the right to request renegotiations of the part or parts of this Agreement which are declared void, illegal, or unenforceable. During such renegotiations, the remainder of this Agreement shall remain in full force and effect for the term of this Agreement, provided that these provisions are not declared void, illegal or otherwise unenforceable.

ARTICLE 10
CPLA DESIGNEE

The City agrees to allow CPLA to designate any Bargaining Unit Employee as its Designee to provide timely written input to the City concerning CPLA's position during any review of any part of the Columbia Police Department Policy Manual. The Chief of Police, at his sole discretion, may extend additional invitations to CPLA to assign a Designee to participate in other departmental meetings. The duties of the Designee will be in addition to and in conjunction with the Designee's regularly assigned duties for the Department. In the absence of a full-time Designee, members of the CPLA may act as or appoint any Bargaining Unit Employee as his/her designee, whether on a permanent or rotating basis.

ARTICLE 11
BARGAINING UNIT EMPLOYEE RIGHTS

Section 1. **Disciplinary investigations.** The City may discipline a Bargaining Unit Employee 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 Section 1020. If asked by a Bargaining Unit Employee, a representative of the City will advise the Bargaining Unit Employee whether an investigative examination may result in disciplinary action against that Bargaining Unit Employee 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. That representative must be an attorney or a member or former member of the bargaining unit. A Bargaining Unit Employee will not be punished for making such a request for representation. The Bargaining Unit Employee will have up to 48 hours to secure representation unless delaying the interview would pose a threat to life or safety, or would reasonably result in the destruction of evidence. In these types of circumstances, and upon 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.

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 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. After the interviewer has concluded questioning the subject employee, the employee, representative or attorney may make a statement, present factual information, and/or produce evidence relevant to the incident under investigation. The

interviewer may conduct additional examination following the statement or presentation.

The representative with whom the Bargaining Unit Employee 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 representative present does not negate the Bargaining Unit Employee's responsibility to participate in the investigative process during the disciplinary proceedings. The representative may observe the interview, and with the Bargaining Unit Employee's and City's written consent, request to confer privately with the Bargaining Unit Employee. The representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Bargaining Unit Employee may be disciplined for refusal to participate.

In the event a Bargaining Unit Employee is required to provide the Department with a written response as part of a disciplinary investigation, the Bargaining Unit Employee will be given two (2) working days, immediately following the request, to complete and deliver the written response.

Section 2. **Critical incidents.** In the event a Bargaining Unit Employee is involved in a critical incident, the Bargaining Unit Employee shall have the rights described in Article 11, Section 1.

ARTICLE 12 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. For purposes of this Agreement, the parties agree that the pension is a part of the Bargaining Unit Employee's Compensation for purposes of Article 2, Section 3 of this contract.

ARTICLE 13 LEAVE

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. Bargaining Unit Employees shall accrue PL hours each pay period at the same specified rates as all full-time city employees.

ARTICLE 14
SENIORITY

When being considered for assignment and/or re-assignment to Patrol from a specialty assignment, a Lieutenant's seniority should be considered the primary factor in determining shift placement.

ARTICLE 15
DROP PROGRAM

The City shall offer the Deferred Retirement Option Program (DROP) to the Bargaining Unit Employees as set forth in City of Columbia Code of Ordinances Chapter 18, Article II, Division 4. The inclusion of DROP in this section does not alter the sunset provision in Section 18-91 of the Code of Ordinances or require the City to provide this benefit beyond the sunset date unless the sunset date is otherwise amended by City Council.

ARTICLE 16
SALARY

Annually beginning in 2018, in accordance with Section 19-25 of the Code of Ordinances, the City and CPLA 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 Bargaining Unit Employees and the City Council shall be an amendment to the terms of this agreement.

ARTICLE 17
DURATION AND FRAMEWORK FOR NEGOTIATING NEW AGREEMENT

Authorization to enter this agreement has been obtained by the CPLA by a majority vote open to all Bargaining Unit Employees regardless of membership in CPLA and carried out over a period of time and in a location and manner that allowed all Bargaining Unit Employees reasonable opportunity to vote. Authorization by the City was obtained through a vote of City Council following the vote by the Bargaining Unit Employees.

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 November 6, 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 October 31, 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 Section 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.

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 PAGES]

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.

**COLUMBIA POLICE LIEUTENANTS'
ASSOCIATION**

By: _____
Geoffrey J. Jones, Member

Date: _____

By: _____
Jason R. Jones, Member

Date: _____

By: _____
Krista L. Shouse-Jones, Member

Date: _____

By: _____
Barbara A. Buck, Member

Date: _____

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