

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 275-21

**AN ORDINANCE**

amending Chapter 19 of the City Code as it relates to personnel policies, procedures, rules and regulations; 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. Chapter 19 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Sec. 19-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated in this section:

*Unclassified service.* The following offices and positions are in the unclassified service: All department heads; all assistant department heads; deputy city manager; assistant city manager; deputy city counselor; prosecutor; assistant city counselor; internal auditor; sustainability manager; ~~deputy fire chief~~; assistant fire chief; assistant police chief; deputy city clerk; city management fellowship; trust administrator; cultural affairs manager; municipal court administrator; deputy court administrator; public information officer; community relations manager; diversity, equity and inclusion officer.

...

Sec. 19-25. Employee relations.

(a) ~~This section applies to employee relations with classified public safety employees only. For purposes of this section, "public safety employees" means persons trained or authorized by law or rule to render emergency medical assistance or treatment, including, but not limited to, firefighters, ambulance attendants, attendant drivers, emergency medical technicians, emergency medical technician paramedics, dispatchers, registered nurses and physicians, and persons who are vested with the power of arrest for criminal code violations including, but not limited to police officers.~~

(b-a) The city manager shall have the authority to recommend to the city council (following certified elections or other assurances of interest deemed appropriate by the city manager and not inconsistent with state law) recognition of appropriate representative units of employees with a mutually acceptable community of interest for the purpose of collective bargaining over salaries, terms and conditions of employment and other subjects mutually agreed upon as proper subjects for such discussions.

(e-b) The city manager shall designate representatives of the city to collectively bargain in accordance with Missouri law with employee group representatives. City management representatives shall request to negotiate with employee group representatives on proposed ordinance modifications to chapter 19 or the negotiation of collective bargaining agreements for the purpose of discussing proposals before a public vote of the city council.

(d-c) The city council, as a council or as individuals, shall not, in any manner, engage in any form of collective bargaining with employees, employee groups, or employee representatives; and the city council shall issue instructions on labor relations matters and working agreement provisions only to the city manager, and the city manager shall keep the council informed of all developments and potential impacts in a timely manner. The representative(s) of any recognized employee group may provide no more than one (1) public comment per month at any regular session of the city council in accordance with the city council's resolution allowing public comment. City staff and employee groups shall not otherwise publicly comment on the negotiations during the pendency of the negotiations unless done through a joint statement that has been agreed to in writing in advance of issuance by either party.

(e-d) The following timetable is established as a guideline for the collective bargaining process. It is not intended to limit the right of employee groups to present proposals to the city relative to salaries and other conditions of employment. Neither is it intended to establish absolute deadlines for subsections (1) through (3). Subsections (4), (5) and (6) must be requested timely and after completion of the preceding section. Untimely requests made under subsections (4), (5) or (6) shall be scheduled the following year in the appropriate month unless both employee representatives and management agree otherwise.

...

Sec. 19-25.1. Reserved ~~Employee relations~~ ~~Employees other than public safety employees.~~

(a) ~~This section applies to employee relations with all classified city employees except "public safety employees" as defined in section 19-25(a).~~

(b) ~~The city manager shall have the authority to recommend to the city council (following certified elections held in accordance with state law or other assurances of interest deemed appropriate by the city manager and consistent with state law) recognition of appropriate~~

~~representative units of employees with a mutually acceptable community of interest for the purpose of collective bargaining over salaries, terms and conditions of employment and other subjects mutually agreed upon as proper subjects for such discussions.~~

~~(c) The city manager shall designate representatives of the city to collectively bargain in accordance with Missouri law with employee group representatives. City management representatives shall request to negotiate with employee group representatives on proposed ordinance modifications to chapter 19 or the negotiation of collective bargaining agreements for the purpose of discussing proposals before a public vote of the city council.~~

~~(d) The city council, as a council or as individuals, shall not, in any manner, engage in any form of collective bargaining with employees, employee groups, or employee representatives; and the city council shall issue instructions on labor relations matters and working agreement provisions only to the city manager, and the city manager shall keep the council informed of all developments and potential impacts in a timely manner. The representative(s) of any recognized employee group may provide no more than one public comment per month at any regular session of city council in accordance with the city council's resolution allowing public comment. City staff and employee groups shall not otherwise publicly comment on the negotiations during the pendency of the negotiations unless done through a joint statement that has been agreed to in writing in advance of issuance by either party.~~

~~(e) The following timetable is established as a guideline for the collective bargaining process. It is not intended to establish absolute deadlines for subsections (1) through (3). Subsections (4), (5) and (6) must be requested timely and after completion of the preceding section. Untimely requests made under subsections (4), (5) or (6) shall be scheduled the following year in the appropriate month unless both employee representatives and management agree otherwise.~~

- ~~(1) Any employee group that wants to participate in the collective bargaining process regarding the next fiscal year must have an existing certification that will be in effect on January 1st of the current fiscal year and through the remainder of the current fiscal year.~~
- ~~(2) If the labor organization is required by state law to be certified or recertified in the current fiscal year, the employee group must be certified or recertified no later than January 1st of the current fiscal year to participate in the collective bargaining process for the next fiscal year. The city management representatives and the representatives of the employee group shall meet and begin the collective bargaining process within eight weeks of such certification or recertification, as required by RSMo § 105.580.1, and all other discussions beyond the initial meeting shall be held in accordance with this section. If certification occurs after January 1st of the current fiscal year, the initial meeting shall initiate the discussions to be completed in the next fiscal year.~~

- ~~(3) January. Representatives of the various employee groups may prepare written summaries of their goals and objectives for the collective bargaining process. If an employee group desires to make a presentation to the city council related to goals and objectives for the collective bargaining process, the summaries shall be submitted to the city management representatives no later than December 15th. At a work session scheduled prior to a regular city council meeting in January, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during the collective bargaining process.~~
- ~~(4) February. Representatives of the various employee groups and city management representatives shall prepare written proposals for revisions to ordinances or existing collective bargaining agreements. Proposed changes shall be provided to the other party by the first day of February each year, or, for a multiyear collective bargaining agreement, the first day of February in the year the collective bargaining agreement expires.~~
- ~~(5) February and March. Discussion sessions for non-economic issues shall proceed, with a goal of concluding discussions on non-economic issues by March 31st.~~
- ~~(6) April—June. Discussion sessions for economic issues and any remaining non-economic issues shall proceed with a goal to conclude discussions for the year on or before June 21st. After April 1 and before May 1, any employee group dissatisfied with the progress of the collective bargaining sessions may present their views directly to the city council at a work-session meeting. The council shall meet at least once with the employee group requesting the opportunity of presenting its views directly to the city council.~~
- ~~(7) June. On or before June 1, the city's representatives or any employee group dissatisfied with the progress of the collective bargaining sessions may request the services of a mediator from the federal mediation and conciliation service or any other mediator mutually agreed upon by the employee group and the city's representative. The mediation shall be attended by the city manager or the city manager's designee who shall have the authority to make decisions on behalf of the city manager. The cost of any such mediation shall be borne equally by the employee group and the city. If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion for a proposed resolution of the issues still in dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision of whether to render an opinion is within the unreviewable discretion of the~~

~~mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential, and before proceeding with mediation, both parties must agree in writing that any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.~~

~~(f) Any collective bargaining agreement reached in the meet-and-confer process shall contain all terms required by RSMo § 105.585.~~

~~(g) Prior to any tentative agreement being presented to the members of an employee group for ratification, such tentative agreement shall be discussed in detail in a public meeting. Any such tentative agreement shall be published on the city's website at least five business days prior to the public meeting. During such public meeting, the public shall be permitted to provide comment on the tentative agreement.~~

~~(h) Before any proposed agreement or memorandum of understanding is presented to a city council, the employee group, as a condition of its presentation, shall establish that it has been ratified by a majority of its members.~~

~~(i) The city council may approve the entire agreement or any part thereof. If the city council rejects any portion of the agreement, the city council may return any rejected portion of the agreement to the city management representatives and the employee bargaining group for further bargaining, adopt a replacement provision of its own design, or state that no provision covering the topic in question shall be adopted. Any agreement reached between the city management representatives and the employee bargaining group shall not be binding on the public body or labor organization until the completion of all bargaining under this section, the ratification of agreement by labor group employees, approval by the city council and execution of the agreement by representatives of the city and the labor group who have authority to legally bind their respective organization.~~

~~(j) The term of any agreement, provision of an agreement, or extension of an agreement entered into after August 28, 2018, shall not exceed a period of three (3) years. Any modification, extension, renewal, or change whatsoever to a labor agreement in effect as of August 28, 2018, shall be considered a new labor agreement for purposes of this section.~~

~~(k) In the event of the decertification of a labor organization as the exclusive bargaining representative of the public employees in any bargaining unit or failure to recertify a labor organization, all terms and conditions of employment existing at the time of decertification or failure to recertify may be changed in accordance with applicable city process.~~

~~(f) No employee shall be compensated for time spent participating in the meet and confer process or preparing for the meet and confer process on behalf of a labor organization, except to the extent the employee uses leave as provided by chapter 19, article V of this Code or as allowed by state law.~~

...

#### Sec. 19-101. Shift differential.

(a) Beginning with the pay period on August 17, 2014, all overtime eligible city employees, except temporary employees and employees on twenty-four (24) hour service shifts, shall be paid a shift differential for all hours worked between 6:00 p.m. and 6:00 a.m. of ~~sixty-five cents (\$0.65)~~ seventy-five cents (\$0.75) per hour.

...

#### Sec. 19-107. Uniform clothing allowance and personal protective equipment.

(a) Employees required to wear uniform clothing, specifically those individuals readily visible to the general public, will be provided with such clothing allocations as deemed appropriate by the department head. If allocations are provided, the employee shall be required to wear the uniform clothing, to maintain the garments in a clean and maintained fashion, and to return the full allocation of garments upon separation from city service (or be docked the fair value of missing articles from the final paycheck). The city shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only en route to and from work and while on duty, and police and fire personnel shall be subject to specific departmental policies concerning clothing allotments and/or allowances. Uniformed police officers will have uniforms dry cleaned at city expense within limits of the annual department budget allocation for such purpose. Upon the expiration of available funds, the individual employee will be responsible for dry cleaning of the uniforms. Rules and procedures for dry cleaning of uniforms by the city may be established by the police chief, and when established must be followed by the employee. Classified commissioned police assigned to plain clothes operations, as specified and defined by the police chief, shall be eligible to receive additional compensation of nine hundred sixteen dollars (\$916.00) per fiscal year to purchase the required clothes. The compensation shall be paid on the second payroll check of each quarter in the amount of two hundred twenty-nine dollars (\$229.00). To be eligible to receive a quarterly compensation payment, the employee must be employed on the first day of the quarter. If the employee is employed by the city after the first day of the quarter, the employee will receive the compensation beginning with the subsequent quarter.

...

(d) Personal protective gear. Department heads may, at their discretion, require that employees wear safety boots and glasses which meet departmental safety standards

(as defined by the department head and coordinated with the director). When additional protective footwear is required, employees shall be eligible to receive additional compensation of ~~one hundred fifty dollars (\$150.00)~~ one hundred seventy-five dollars (\$175.00) per fiscal year. Department heads may likewise establish policies concerning needed eye protection. When additional protective eye protection is required, employees shall be eligible to receive additional compensation of up to a maximum of fifty dollars (\$50.00) per fiscal year. The compensation shall be paid on the second payroll check of each quarter in the amount of ~~thirty-seven dollars and fifty cents (\$37.50)~~ forty-three dollars and seventy-five cents (\$43.75) for footwear and twelve dollars and fifty cents (\$12.50) for eye protection. To be eligible to receive either personal protective gear compensation payment, the employee must be employed on the first day of the quarter. If the employee is employed by the city after the first day of the quarter, the employee will receive the compensation beginning with the subsequent quarter.

...

#### Sec. 19-110. General benefits.

...

- (d) Deferred compensation.
  - (1) Employees may participate in a group deferred compensation plan adopted by the city council. The city manager may recommend to the city council, and the council may adopt any necessary contractual agreements, and subsequent changes or modifications. This program shall be monitored by the human resources department and finance department.
  - (2) Employees shall, if interested, participate in such plan via payroll deduction of individually arranged contributions.
  - (3) The city shall contribute to the deferred compensation plan account selected by each employee covered by the Railroad Retirement Act of 1974 an amount equal to nine and eight-tenths (9.8) percent of the employee's total compensation.

...

#### Sec. 19-121. Holidays.

Following local and national custom in order to allow city employees to celebrate certain holidays by having a day off work without loss of pay, the following provisions shall apply:

- (a) Permanent employees shall be entitled to the following designated paid holidays:

- (1) New Year's Day, January 1;
- (2) Memorial Day, the last Monday in May;
- (3) Independence Day, July 4;
- (4) Labor Day, the first Monday in September;
- (5) Thanksgiving Day, the fourth Thursday in November;
- (6) Christmas Day, December 25.

(b) Permanent employees shall be entitled to the following paid holidays: ~~a paid holiday, to honor Martin Luther King, Jr., on the third Monday in January. Permanent employees shall be entitled to a paid holiday for the day after Thanksgiving.~~

- (1) Martin Luther King, Jr., on the third Monday in January;
- (2) Juneteenth, June 19;
- (3) The day after Thanksgiving.

Rather than time off, fire department shift employees shall receive additional compensation in the amount of eleven and one-quarter (11.25) hours at their regular pay for these three ~~(3) two (2)~~ days. All other permanent employees shall receive time off or their regular compensation in accordance with the terms of this section.

...

SECTION 2. Section 19-110 of Chapter 19 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Sec. 19-110. General benefits.

(a) Employee health care plan. The city shall pay into the employee benefit fund five hundred twenty-four dollars and sixteen cents (\$524.16) per month for the cost of medical employee health care plan coverage, and thirty-three dollars and sixty cents (\$33.60) ~~thirty-two dollars and sixty-two cents (\$32.62)~~ per month for the cost of employee dental plan coverage, for each eligible permanent employee and each eligible employee otherwise required to be covered by the city who participates in the plan. The city shall pay a portion of dependent care coverage for those eligible permanent employees who elect to purchase dependent health plan coverage under the city plan, subject to the following maximum amounts:



Employee + Spouse .....\$620.60  
Employee + Child(ren)..... 588.11  
Employee + Family ..... 756.72

These payments by the city shall begin when the employee becomes an eligible employee under the health care plan and end at the date of the employee's termination of employment with the city. Employees choosing not to participate in the health care plan or dental plan or both shall not be entitled to receive the amount the city would have contributed toward the cost of such employees' health care plan and dental plan coverage.

The city shall contribute one hundred twenty-five dollars (\$125.00) per month to the health savings account of each eligible employee with single coverage under the city's high deductible health plan and two hundred fifty dollars (\$250.00) per month to the health savings account of each eligible employee with single plus spouse, single plus children or full family coverage under the city's high deductible health plan.

...

SECTION 3. Section 1 of this ordinance shall be effective as of September 19, 2021 and Section 2 of this ordinance shall be effective as of January 1, 2022.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor