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Ordinance No. 024014

Council Bill No. B 265-19

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:

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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; assistant to city manager; deputy city counselor; prosecutor; assistant city counselor; internal auditor; sustainability manager; civic relations officer; deputy fire chief; assistant fire chief; ~~deputy police chief; assistant police chief; deputy city clerk; city management fellowship; trust administrator; PMO manager, controller; assistant controller; treasurer; budget officer; purchasing agent; risk manager; accounting supervisor; budget supervisor; senior accountant; information technology manager; geospatial services manager; cultural affairs manager; engineering and operations manager; solid waste district administrator; administrative services manager; municipal court administrator; deputy court administrator; police lieutenant, with the exception of the seven (7) police lieutenants who occupy the position in such classification on August 30, 2016 who shall be grandfathered in classified service. Any grandfathered lieutenant may irrevocably elect to terminate grandfathered status and become unclassified by written notice to the human resources director.~~

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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) 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 ~~meeting, conferring and discussing~~ collective bargaining over salaries, terms and other conditions of employment which are and other subjects mutually agreed upon as proper subjects for such discussions.

(c) The city manager shall designate representatives of the city to ~~meet and confer~~ collectively bargain in accordance with Missouri law with employee group representatives. City management representatives shall request to meet and confer 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 (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) The following timetable is established as a guideline for the collective bargaining ~~meet and confer~~ 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.

- (1) *January.* Representatives of the various employee groups may prepare written summaries of their goals and objectives for the collective bargaining meet and confer process. If an employee group desires to make a presentation to the city council related to goals and objectives for the collective bargaining meet and confer process, the summaries shall be submitted to the city management representatives no later than December 15th at least ten (10) days prior to the first regular city council meeting in January. 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 meet and confer process.
- (2) *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.
- (3) *February and March.* Discussion sessions for non-economic issues shall proceed, with a goal of concluding discussions on non-economic issues by March 31st.
- (4) *April—June.* Discussion sessions for economic issues and any remaining non-economic issues shall proceed. All discussions shall with the 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 meet and confer 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.
- (5) *June.* On or before June 1, the city's representatives or any employee group dissatisfied with the progress of the collective bargaining process meet and confer 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.

Sec. 19-25.1. 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 meeting, conferring and discussing salaries, terms and other conditions of employment and other subjects which are 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 meet and confer with employee group representatives. City management representatives shall request to negotiate meet and confer 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 meet and confer 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 meet and confer 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 meet and confer process for the next fiscal year. The city management representatives and the representatives of the employee group shall meet and begin the collective bargaining meet and confer 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 meet and confer process. If an employee group desires to make a presentation to the city council related to goals and objectives for the collective bargaining meet and confer process, the summaries shall be submitted to the city management representatives no later than December 15th at least ten (10) days prior to the first regular city council meeting in January. 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 meet and confer 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. ~~All discussions shall~~ 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 ~~meet and confer~~ 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 ~~meet and confer~~ 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.

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Sec. 19-87. Performance pay increases.

(a) Advancement to a higher salary rate within an established salary range shall be called a performance pay increase. The annual performance evaluation shall be used to determine eligibility for performance pay increases. ~~The salary of each permanent classified employee shall be reviewed by the department head in conjunction with performance evaluations for the purpose of determining eligibility for salary increase. All~~

~~personnel records, attendance, citations, and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of efficiency and effectiveness of performance of services rendered. After the above analysis by the department head, and subject to the review of the director, a permanent classified employee may be eligible for performance pay increases entitled to upward salary adjustments until the established maximum salary for the classification has been reached.~~

(b) ~~The department head shall submit the annual performance recommended increase and an evaluation of the employee on appropriate forms to the director for review sufficiently in advance of the established deadline effective date of the increase to allow time for review and consideration.~~

(c) ~~Department heads may recommend to the director that performance pay increases be granted to individual employees at intervals more often than the normal increments. Such specific performance pay increases Performance pay shall be based upon exceptional performance of duties expected of the position as documented in the annual performance evaluation.~~

(d) ~~Required minimal performance evaluations and salary reviews (as prescribed by the city manager for a given classification) shall be conducted as follows:~~

- (1) Overtime eligible employees, other than police officers, firefighters and airport safety officers, shall serve a six (6) month probationary or qualifying period. Overtime eligible employees Employees, other than police officers, firefighters, and airport safety officers, shall receive performance evaluations reviews, or salary reviews, or both at mid-point and completion of probationary and qualifying periods, on the next scheduled annual evaluation first day of the pay period one (1) year after completion of the probationary/qualifying period, then annually thereafter. Performance pay increase eligibility begins with the first annual performance evaluation following the completion of the probationary/qualifying period.
- (2) Overtime exempt employees shall serve a twelve (12) month probationary or qualifying period. Overtime exempt employees shall receive performance evaluations at mid and completion of probationary/qualifying periods, on the next scheduled annual evaluation period after completion of the probationary/qualifying period, and then annually thereafter. Performance pay increase eligibility begins with the first annual performance evaluation following the completion of the probationary/qualifying period.
- (3) Police officers shall serve an eighteen (18) month probationary or qualifying period. Police officers shall receive annual performance evaluations one (1) year from the reviews on the anniversary of their date of hire, completion of the probationary/qualifying period, six (6) months following completion of the probationary/qualifying period, and then annually thereafter. Police officers shall serve an eighteen-month probationary period. Performance pay

increase eligibility begins with the first performance evaluation following the completion of the probationary/qualifying period ~~one (1) year from date of hire, then annually thereafter.~~

- (3-4) Firefighters, and airport safety officers shall serve an eighteen (18) month probationary or qualifying period. Firefighters and airport safety officers shall receive performance evaluations ~~reviews~~ every six (6) months during the eighteen (18) -month probationary/qualifying period, six (6) months following the completion of the probationary/qualifying period, and then annually thereafter. Performance pay increase eligibility begins with the first performance evaluation following completion of the probationary/qualifying period ~~one (1) year from date of hire and annually thereafter.~~

(e) Service requirements for advancement within pay ranges and for other purposes as specified in these regulations, shall have the implication of continuous service, which means employment in the city service without break or interruption, such as resignation, leave without pay for more than two (2) calendar weeks, unauthorized leave and so forth.

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Sec. 19-96. Overtime.

(a) Positions eligible for overtime pay shall be designated on the classification plan and the pay plan.

(b) Work periods for city employees are defined as follows:

- (1) Through 7:00 a.m. February 20, 2020, fire ~~Fire~~ department shift employees shall work a twenty-seven-day work period (fifty-six (56) hours per week average) and shall be paid at the overtime rate (or compensatory time in accordance with FLSA standards) for all hours in pay status in excess of two hundred four (204) hours during the work period. Beginning 7:00 a.m. February 20, 2020, fire department shift employees may work an eighteen-day work period (fifty-six (56) hours per week average) and be paid at the overtime rate (or compensatory time in accordance with FLSA standards) for all hours in pay status in excess of one hundred thirty-six (136) hours during the work period if so provided by an agreement between the City of Columbia and the recognized employee group representatives for the fire department shift employees. The eighteen (18) day work period may be implemented for no more than two (2) years, except that a transition period may be established by the director. At the conclusion of the two (2) year period, or such shorter time as is established by the terms of the agreement, fire department shift employees shall return to the twenty-seven (27) day work period established by this paragraph, with the transition to the twenty-seven (27) day work period (fifty-six (56) hours per week average) being

completed at the earliest practical date as determined by the director. Upon returning to a twenty-seven (27) day work period (fifty-six (56) hours per week average), fire department shift employees shall be paid at the overtime rate (or compensatory time in accordance with FLSA standards) for all hours in pay status in excess of two hundred four (204) hours during the work period.

...
Sec. 19-99. Temporary assignment pay and educational incentives.

(a) Temporary assignment pay. Employees in the following temporary assignments are eligible for assignment pay or reimbursement as follows:

(1) Police field training officers shall be paid five (5) percent above the employee's present base rate only for the hours while so assigned. All police field training officers shall be qualified for the temporary assignment (as determined by proficiency examination or by the judgment of the department head, considering such characteristics as the individual's training, experience, education, reliability and total work performance record). The assignment may be ended at any time ~~anytime~~.

(2) ~~Police mounted patrol cost reimbursement. Reimbursement under this section shall not exceed one thousand sixty five dollars (\$1,065.00) in any fiscal year for any officer or for any horse. Subject to these restrictions, the city shall reimburse members of the police department mounted patrol for the following maintenance costs for horses serving in the patrol: hay, grain, farrier services, veterinarian services and grooming.~~

~~(3)~~ Commercial Drivers License (CDL) examiners. Certified CDL examiners shall be paid two and one-half (2.5) percent above the employee's present base rate while serving as an examiner for the city. Any certified CDL examiner designated to serve as examiner coordinator of the city's third party examiner program shall be paid an additional two and one-half (2.5) percent while serving as the examiner coordinator. These assignments may be ended at any time.

(b) Educational incentives. All educational incentives that affect employee pay shall be approved in advance by the City manager and director. The following have been approved:

(1) The fire chief, contingent upon appropriate budgetary allocations, may pay fire department emergency service employees two and one-half (2.5) percent above the employee's present base rate of pay as long as the employee is a certified paramedic meeting all the requirements of the fire chief.

- (2) The Public Works Director, contingent upon appropriate budgetary allocations, may pay designated permanent classified employees assigned to the Street Division an additional \$0.50 per hour above the employee's base rate as long as the employee has a Commercial Driver's License and a Hazardous Materials Endorsement.
- (3) The City Utilities Director, contingent upon appropriate budgetary allocations, may pay permanent employees in the CDL Operator classification, assigned to Water Distribution, an additional \$0.75 per hour above the employee's base rate as long as the employee has a Water Distribution System Operator III Certification.

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Sec. 19-102. Severance pay.

(a) A classified employee who is discharged shall be paid severance pay in addition to other entitlement; provided that termination is due to one of the following reasons:

- (1) Reduction in force;
- (2) Inability to perform duties for the reason of age or poor health, except retirement by reason of reaching the mandatory retirement age; or
- (3) General incompetence or inefficiency; provided, the employee has been cooperative and has made a sincere effort to perform satisfactorily (as recommended and documented by the department head).

(b) A classified employee discharged for such reasons as gross incompetence, insubordination, willful neglect or abuse of duties and/or authority, committing an illegal act, deliberate disregard of regulations or other reasons of a similar nature shall not be entitled to severance pay.

(c) Any classified employee who resigns shall not be entitled to severance pay.

(d) Those eligible to receive severance pay shall be paid in accordance with the following schedule:

Length of Service	Amount of Pay (Weeks)
Less than one (1) year	None
One (1) year to five (5) years	2
Five (5) years to ten (10) years	4
Over ten (10) years	8

(e) Unclassified employees shall not be eligible for severance pay provisions. ~~Unclassified employees shall, however, upon termination of employment with the city, receive separation pay equivalent to one (1) month's salary.~~

(f) In addition to, or in lieu of, the foregoing, the city manager, in the manager's sole discretion and on a case by case basis, may provide separation pay to classified employees equivalent to eight (8) weeks pay and ~~additional~~ separation pay to unclassified employees equivalent of up to three (3) ~~two (2)~~ months salary.

...
Sec. 19-106. Cost reimbursement.

(a) Employees required to attend special training-development on city time by the department head shall be reimbursed in full for course and travel costs. Basic training, enabling the employee to meet the primary responsibility level of a position may be required at any time in the course of the employee's service. Employees may, if their performance is less than acceptable for their classification, be required by their department head to complete relevant training on their own time and at their own expense in order to maintain further employment in their present capacity.

(b) Reimbursement for cost of eligible formal college credit course work taken on the employee's own time shall be:

- (1) Limited to tuition expenses only, and not books, transportation, meals, lodging, activity, or any special fees;
- (2) Limited in participation to annual budgetary allotments for this purpose;
- (3) Limited to a maximum of ~~one thousand two hundred~~ two thousand five hundred dollars (~~\$1,200.00~~ 2,500.00), or the cost of the course(s), whichever is less, per full-time permanent employee individual, per fiscal year (part-time permanent employees are limited to pro-rated reimbursement);
- (4) Limited to those courses passed with a grade of "C" or better, or "passed" if on an ungraded basis;
- (5) Approved for full or part payment by the director prior to enrollment in the course, with reimbursement by the city being made subsequent to presentation of official documentation of successful completion and receipt of cost for the course.

Sec. 19-110. General benefits.

(a) *Employee health care plan.* The city shall pay into the employee benefit fund four hundred ninety-six dollars and fourteen cents (\$496.14) per month for the cost of medical employee health care plan coverage, and ~~thirty dollars and twenty cents (\$30.20)~~ 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:

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Sec. 19-113. Reimbursement for use of personal vehicles.

(a) Mileage reimbursement for those employees who are occasionally required to drive their own cars will be the current mileage reimbursement rate established by the Internal Revenue Service, subject to reporting procedures established by the city manager.

(b) Employees who are required to own and use their own vehicle as a condition of employment will be paid a monthly amount starting October 1, 1994, equal to their latest reported twelve-month mileage, less the mileage of one (1) daily round trip home, based on two hundred forty (240) workdays per year times the current mileage reimbursement rate established by the Internal Revenue Service per mile divided by twelve (12) months per year. The city will pay any required equipment installation, no more than one (1) time in any fiscal year. A mileage report will be kept and an annual adjustment will be made for mileage in excess of the base amount. The following year the base amount will be adjusted in accordance with the prior year's actual experience. This subsection shall not apply to any employee not using this reimbursement method on or before September 21, 2019.

(c) ~~In the sole determination of the department head, employees in the classification of superintendent or above, or Permanent full-time classified employees who are required to own and regularly use their own~~ a vehicle in the course of their employment, may receive a vehicle allowance of up to two hundred fifty dollars (\$250.00) per month. Such employees who drive more than eight thousand four hundred (8,400) miles per year on city business will be required to keep a daily mileage report for review by their department head. An annual adjustment will be made in those employees' monthly allowance for mileage over eight thousand four hundred (8,400) miles per year at the current mileage reimbursement rate established by the Internal Revenue Service per mile. Department heads are authorized to decide which of their employees shall fall under this policy based on the employee's position and job requirements, business necessity, frequency of required use, and availability of city vehicles for the employee's use and which shall retain the use of a city vehicle. Department heads shall review all allowances granted in this subsection annually and verify necessity of continuing the allowance.

(d) Each full-time unclassified employee may receive a vehicle allowance of up to two hundred eighty-five dollars (\$285.00) per month at the discretion of the city manager, based on the employee's need to use a personal vehicle in connection with the employee's job. The city manager shall receive a vehicle allowance equal to that received by the department head receiving the highest vehicle allowance. When such employees leave Boone County on city business, the city shall reimburse the employees at the current mileage reimbursement rate established by the Internal Revenue Service, for trips with total mileage of more than fifty (50) miles.

Sec. 19-114. ~~Reserved~~ Cell phone allowance.

(a) In the sole determination of the department head, an employee required to own and regularly use a personal cellular telephone in the course of their employment may receive an allowance. The allowance is based on expected usage as defined below.

(b) The amount of the allowance is dependent on the expected business use of the personal cellular telephone, the employee's position and the employee's job responsibilities. The personal cellular telephone must be capable of receiving both text and voice calls. The allowance level allowed shall be based on the combined business usage for voice, text messaging and data transmission.

(1) Basic usage plan: Twenty dollars (\$20.00) per month.

(2) Medium usage plan: Thirty dollars (\$30.00) per month.

(3) High usage plan: Fifty dollars (\$50.00) per month.

(c) Business use of a personal cellular telephone is subject to sunshine law provisions.

Sec. 19-130. Sick leave.

(a) Sick leave shall be earned and accumulated by pay periods and granted on the last day of each pay period in hourly amounts accrued according to the following chart:

(p) Sick leave buy back:

(1) *Eligibility.* A permanent employee who, at the end of a fiscal year, has accumulated unused sick leave equal to or in excess of the regular hours the employee normally works in a twenty-six (26) week period (for example, one thousand forty (1,040) hours for an employee on a forty-hour workweek) shall be eligible to participate in the city's sick leave buy back program for the

following fiscal year. To be eligible a person must still be employed by the city on the first day of the new fiscal year.

- (2) *Buy back provisions.* The city, upon the written request of an eligible employee, shall buy back up to one hundred (100) percent of the total unused sick leave accumulated by the employee during the preceding fiscal year which is in excess of the minimum required for eligibility. For each hour of sick leave bought back by the city, the employee, except for employees in classifications represented by the Columbia Police Officers Association, shall receive fifty (50) percent of ~~his~~the hourly rate of pay in effect at the time that the sick leave buy back check is written or, in the case of a former employee, the former employee's final rate of pay. Employees in classifications represented by the Columbia Police Officers Association shall receive twenty-five (25) percent of the hourly rate of pay in effect at the time that the sick leave buy back check is written. The employee's total accumulated sick leave time will be reduced by the number of hours of sick leave sold back to the city.
- (3) *Procedure.* The deadline for eligible employees to make written requests for sick leave buy back is November 15 of each year, unless extended by the city manager. Employees shall be given at least four (4) weeks' notice of the deadline and the proper procedure for requesting sick leave buy back. For good cause, the city manager may allow an employee to make a late request for sick leave buy back.
- (4) *Police and firefighters' injury leave.* For purposes of calculating the amount of sick leave which the city will buy back, the total unused sick leave accumulated by an employee during the preceding fiscal year shall be reduced by the amount of any injury leave granted to the employee by the city manager during the preceding fiscal year pursuant to subsection (o) of this section. This provision reduces the amount of sick leave which the city will buy back from an employee. It does not reduce the employee's accumulated sick leave.
- (5) *Major illness.* An employee who has participated in this program and who subsequently uses all of the employee's accumulated sick leave may be granted, at the employee's request, additional leave at one-half ($\frac{1}{2}$) of the employee's normal rate of pay, up to the number of hours sold back to the city between October 1, 1988 and September 30, 2000, and at three-fourths ($\frac{3}{4}$) of the employee's normal rate of pay on the number of hours sold back to the city between October 1, 2000 and September 30, 2009 and at one-half ($\frac{1}{2}$) of the employee's normal rate of pay on the number of hours sold back to the city after October 1, 2009.

Sec. 19-194. Report.

(a) At least fifteen (15) working days (three (3) calendar weeks for firefighting employees on continuous shift assignments) prior to the expiration of an employee's probationary or qualifying period, the department head shall notify the director in writing whether the services of the employee have been satisfactory and whether the department head desires to continue the employee in the position. A copy of such notice shall be given to the employee. Should the department head recommend the employee not be retained on a permanent basis, the employee shall be removed from the position. Employees who satisfactorily complete their probationary or qualifying period ~~may be eligible to be considered for a salary adjustment, if their classification has such a provision in the pay plan, and shall be eligible for full grievance appeal and fringe benefit privileges. Employees serving a twelve (12) month probationary period shall be eligible for full benefit privileges, including possible salary adjustment, six (6) months through their twelve (12) months probationary or qualifying period. Employees serving an eighteen (18) month probationary or qualifying period shall be eligible for full benefit privileges after six (6) months and shall be eligible for possible salary adjustment after twelve (12) months.~~ Employees shall not be eligible for appeal privileges until completion of the probationary or qualifying period.

(b) The intent of subsection (a) of this section is to provide for the orderly administration of an employee's probationary period. Failure of the probationary employee's department to notify the director as required shall not shorten the probationary period or prevent the department from discharging the employee or extending the employee's probationary period after the 15-day report deadline, but such action must occur prior to the scheduled expiration of the probationary period.

Sec. 19-238. Procedures for grievances, disciplinary review and complaints.

(a) Whenever an employee or employee bargaining group eligible to file a grievance, disciplinary review or complaint desires to do so, the employee or employee bargaining group shall follow the procedures set out in this section. An employee may have the assistance of an attorney, a representative of the employee's bargaining group or other representative in any stage of the process. Notification of such assistance shall be given in writing signed by the employee on a form to be provided by the human resources department. A represented employee shall participate fully at all stages of the process. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of specific grievances and complaints.

- (e) Disciplinary review procedures.
- (1) An employee may request disciplinary review of written discipline, other than suspension without pay, dismissal or disciplinary demotion. Any employee requesting disciplinary review shall file the request for review in writing on a form provided by the human resources department within ten (10) working days of receiving the written notice under section 19-226. The request must be filed with the human resources department, which shall promptly forward a copy to the employee's department head. Within ten (10) working days of receipt, the department head, or the department head's designee, shall meet with the employee and any other necessary staff for a determination of the request, as well as review any documentation relating to the disciplinary action. The department head's designee shall not be the same person who imposed the discipline. Upon completing the review, the department head, or the department head's designee, shall issue a decision on a form provided by the human resources department either affirming the disciplinary action or making such modification as the department head, or the department head's designee, deems appropriate, and shall give notice of that decision to the employee and the human resources department.
- (2) If the employee is dissatisfied with the department head's decision, the employee may request that the original complaint be forwarded to the human resources department within five (5) working days for elevated review. The human resources director, or the director's designee, may attempt to conciliate the matter within ten (10) working days of receipt. The determination of whether to modify the discipline shall be made by the department head.

....

(h) Prior to the expiration of deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines, except that a ten (10) day extension of the initial filing deadline for a complaint, grievance or disciplinary review will be granted on request if made in advance of the deadline. The human resources director shall provide notice of any extension to all parties.

....

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 11th day of September, 2019.

ATTEST:




City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor