

**Amendment to
COLLECTIVE BARGAINING AGREEMENT**

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

Effective: Upon execution by last signatory through September 30, 2023

The parties have met to further negotiate those issues reserved pursuant to the collective bargaining agreement in effect for the period from October 1, 2020 to September 30, 2023 ("Agreement") and such other issues as have been negotiated on the mutual consent of the parties. The parties 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 issues raised by the parties.

These amendments replace sections of the Agreement as indicated herein. Unless expressly replaced herein, all provisions of the existing Agreement continue to apply up to the time of expiration on September 30, 2023. Terms defined in the Agreement shall have the same definition in this amendment.

Section 2 is replaced in its entirety with the following:

SECTION 2. RECOGNITION

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

- 2.1 Public Works Street maintenance and cleaning
CDL Operator
Crew Leader
Sign Technician
- 2.2 Utilities Department - Solid waste sanitary landfill, and recycling operations-Utilities
Container Maintenance Technician
Custodian
CDL Operator

Material Handler
Refuse Collector
Sr. Refuse Collector
Traffic Control Operator
Warehouse Operator

2.3 Utilities Department - Waste Water treatment and Sewer/Storm water maintenance operations-

Associate Utility Maintenance Mechanic
CCTV Technician
Custodian
—CDL Operator
Collections Assistant
Crew Leader
Instrument Technician
Jet Lead Operator
Laboratory Technician
Maintenance Assistant
Sewer Utility Lead Operator
Sr. Utility Maintenance Mechanic
Utility Maintenance Mechanic
Wetlands Lead Operator
WWTP Operator

2.4 Economic Development Department – Airport custodial and maintenance activities

Maintenance Assistant
Maintenance Mechanic

2.5 Public Works Department – Bus/Transit operations

Bus Driver
Lead Bus Driver
Transit Maintenance Assistant

2.6 Public Works Department – Building Maintenance

Custodian
Building Maintenance Mechanic
Maintenance Assistant
Sr. Building Maintenance Mechanic

2.7 Parks and Recreation Department

Custodian

Construction Mechanic
Construction Technician
Electrician
Equipment Mechanic
Maintenance Assistant
Maintenance Specialist
Maintenance Technician
Parks & Grounds Specialist
Parks & Grounds Technician

2.8 Public Works Department – Fleet Operations

Vehicle Maintenance Assistant
Stores Clerk
Vehicle Mechanic
Vehicle Mechanic II
Vehicle Service Worker

2.9 Public Works Department - Parking

Maintenance Assistant
Maintenance Associate
Parking Meter Repair Technician
Parking Meter Repair Assistant
Parking Utility Maintenance Mechanic

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

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

Section 7 is replaced in its entirety with the following:

SECTION 7. UNION REPRESENTATIVE VISITATION RIGHTS

Local 955 may designate Union Representatives, not to exceed two (2) at any one time, who may have access to designated areas in each City building at which the

Union has Members to meet with Members of the bargaining unit. These meetings may only take place during rest periods or meal breaks. The designated Union Representatives must notify the City by email at liuna955@como.gov one full business day (not including Saturday, Sunday or Holidays) in advance indicating the time and location of the site visit; in the alternative, the Union Representatives may enter City facilities for the purpose of meeting with represented employees on shorter notice or without notice by agreement of the supervisor, and agreement shall not be unreasonably withheld. Union Representatives shall not disrupt or interrupt the City's operations and visiting representatives shall adhere to all City safety and security procedures.

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

Section 8.1 is replaced in its entirety with the following:

8.1 Representation in Disciplinary Actions

The City may demote, discharge, suspend without pay or otherwise discipline a Member for violations of the City Personnel Policies and Procedures for just cause and with due process in accordance with Chapter 19, Article VI, Divisions 6 and 7 of the Code of Ordinances. If asked by a Member, a representative of the City will advise the Member whether an investigative examination may result in disciplinary action against that Member and whether the discipline may rise to the level of demotion, suspension without pay or discharge.

If the City notifies the Member that the examination may result in demotion, suspension without pay or discharge, the Member has the right to be represented by a Union steward or representative and the city shall inform the member of that right at the time of the interview. A request shall be documented in writing.

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

1. Grant the request and delay the interview until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Member. Any delay shall be no longer than one working day as defined in Section 19-236 of the Code of Ordinances unless extended by mutual agreement; or
2. End the interview and proceed with disciplinary action.

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

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

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

Section 12.3 is replaced in its entirety with the following:

12.3 Compensation and Wage Reopener

The City will make the following pay adjustments for employees of the City represented by Laborers' International Union of North America, Local 955. The effective date of the pay changes is September 19, 2021. Adjustments herein will be made in the order presented.

1. The City will increase current pay ranges by 2.17%.
2. The City will move classifications to new pay grades as recommended by Paypoint HR.
3. The City will make a one-time across the board increase of 3.0% to all Members of the Union.
4. The City will move any employee paid below the new minimum to the new minimum pay for employee's classification.
5. Incremental move to midpoint.
 - a. For employees with a minimum of three (3) years' time in classification as of March 1, 2021, employee pay will be at least 40% of the difference between the new midpoint and the minimum for the employee's pay grade.
 - b. For employees with a minimum of four (4) years' time in classification as of March 1, 2021, employee pay will be at least

70% of the difference between the new midpoint and the minimum for the employee's pay grade.

- c. For employees with a minimum of five (5) years' time in classification as of March 1, 2021, employee pay will be at least the midpoint for the employee's pay grade.
6. No employee may receive an increase that exceeds the maximum for their pay range.

Annually beginning in 2022, in accordance with Section 19-25 of the Code of Ordinances, the City and the Union shall meet and confer on the issue of salaried compensation.

Section 12.4 is added as follows:

12.4 Tool allowance

For employees classified as Vehicle Mechanic II, Vehicle Mechanic, Vehicle Service Worker, and Vehicle Maintenance Assistant, the tool replacement compensation provided in Ordinance 19-104 shall be, \$1000.00 per fiscal year. The compensation will be paid on the second payroll check of each quarter in the amount of two hundred fifty dollars (\$250.00). To be eligible to receive a quarterly tool allowance 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.

[SIGNATURES ON FOLLOWING PAGE]

By signing below, the parties represent that this Amendment has been duly approved and ratified, and they agree to abide by its terms and conditions.

City of Columbia, Missouri

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

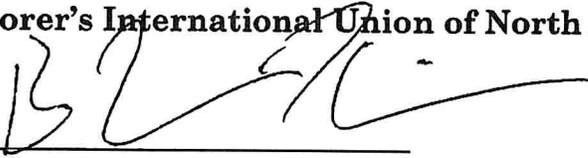
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Attorney

I hereby certify that this Agreement is within the purpose of the appropriations to which it is to be charged and that upon passage of the FY 2022 budget there will be unencumbered balances to the credit of such accounts sufficient to pay therefore.

Matthew Lue, Director of Finance

Laborer's International Union of North America Local Union 955:



Brandon Flinn
Business Manager
Missouri-Kansas Laborers' District Council

Date: _____

David Riney
Business Manager
Laborers' Local 955

Date: _____

Laborer's International Union of North America Local Union 955:

Brandon Flinn
Business Manager
Missouri-Kansas Laborers' District Council

Date: _____



David Riney
Business Manager
Laborers' Local 955

Date: 8/3/2021