

**Third 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
 - Para-Transit Van Driver

- 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. The City has proposed the following new classifications and agrees that if adopted by city council, these positions will be represented by the Union:

Public Works Street Maintenance and Cleaning
Laborer

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 4.2a is added as follows:

4.2a Planned Meetings with Management.

City will meet with Union for a minimum of two meetings for a maximum of two hours each to discuss emergency operations during weather emergencies. Said meetings will take place prior to July 29, 2022.

City will meet with Union for a minimum of two meetings for a maximum of two hours each to discuss transit bidding procedures. Said meetings will take place prior to July 29, 2022.

Section 12.3 is replaced in its entirety with the following:

Section 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. Adjustments herein will be made in the order presented.

- A. Pay ranges will remain the same as FY 2022 due to ongoing classification and compensation study.
- B. The City will make a 3% across-the-board increase midyear FY 2022. The effective date of the pay change is May 15, 2022.
- C. The City will make a one-time retention payment to qualifying employees in FY 2022 as listed:
 - 1. The City will make a \$1,500.00 one-time retention payment in FY 2022 for employees that were actively and continuously employed in a permanent city position from 3/8/20 through the effective date of the payment, OR
 - 2. The City will make a \$750.00 one-time retention payment in FY 2022 for employees that were actively and continuously employed in a permanent city position from 1/9/22 through the effective date of the payment.
- D. The City will make a 4% across-the-board increase at the beginning of FY 2023.
- E. For employees with a minimum of five (5) years' time in classification as of March 1, 2022, employee pay will be at least the midpoint for employee's pay grade, effective at the beginning of FY 2023.
- F. If a supervisor is making less than 1% above what the highest paid employee under that supervisor makes (after the above mentioned components have been calculated), increase that supervisor's pay so that supervisor makes at least 1% above the rate of pay of the highest paid employee supervised by that supervisor.
- G. Qualifying employees as defined in Section 19-87 are eligible for up to 1% performance pay effective with FY 2023,

This contract amendment supersedes Section 19-85(a) to allow all eligible permanent employees to receive the pay adjustments listed above.

The City will reopen negotiations on compensation including pay structure within 90 days after receiving the classification and compensation study final report and the City Manager commits to make a recommendation to City Council to implement recommended changes as soon as practical.

Annually beginning in 2023, 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.

[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: _____
De'Carlon Seawood, 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 2023 budget there will be unencumbered balances to the credit of such accounts sufficient to pay therefore.

Matthew Lue, Director of Finance

Laborers' International Union of North America, Local 955:

Representative:

Title:

Date: _____

Representative:

Title:

Date: _____