CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: June 6, 2016
ITEM: Council Bill No. 2016-004 authorizing and adopting provisions for collective bargaining with law enforcement personnel.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2016-004; Exhibit "A": Agreement.

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase
POLICE CHIEF:	Matt Stewart
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill authorizes an Agreement and adopts provisions for collective bargaining with law enforcement personnel.

DISCUSSION:

As you are aware, the City received a request recently regarding the Police Department and the request to be recognized as a collective bargaining unit.

We are required to pass such an ordinance; this Provisions for Collective Bargaining with Law Enforcement Personnel Agreement will satisfy that requirement.

RECOMMENDATION:

Staff recommends that this Council Bill be placed on First Reading.

PCE
attachments

CITY OF JOPLIN

Provisions for Collective Bargaining with Law Enforcement Personnel

ARTICLE I

PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Joplin can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.

ARTICLE 2

COVERAGE

2.1 These provisions shall apply to all sworn full-time police officers employed in the Police Department.

2.2 It is the City's determination that all sworn full-time non-supervisory police officers employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. Further, it shall be at the option of the supervisory employees as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Sergeants, Captains, Lieutenants, Majors, Assistant Chief of Police, the Chief of Police, and the Jail Administrator shall be considered supervisory employees. It is further noted that while Corporals perform supervision as a part of their position, they are classified as non-exempt under the FLSA, and for purposes of collective bargaining, are included as a part of the bargaining unit.

2.2.2 Confidential employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

2.2.3 Managerial employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

ARTICLE 3

DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, in either a supervisory or non-supervisory bargaining unit, shall present to the City's Director of Human Resources, cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

3.2 Upon receiving such cards, the Director of Human Resources shall validate the signatures on the cards, and confirm that at least thirty percent (30%) of the employees in the bargaining unit have signed cards. If the Director determines that at least thirty percent (30%) of the employees in the unit have signed valid cards, the Director shall consult with the Chief of Police and the representative of the labor organization that has presented the cards and together they shall select a mutually agreeable date for a secret ballot election to take place. The election shall be held at City Hall, and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Director first receives the cards from the labor organization's representative, unless the Director, the Chief of Police, and the representative of the labor organization all agree upon earlier date.

3.3 Once an election date has been set, the City Clerk shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the City Clerk shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the City Clerk shall oversee the counting of the ballots. One representative of the Police Department management team and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Director of Human Resources cards bearing the signatures of at least thirty percent (30%) of the employees within the bargaining unit stating that those employees no longer wish to be represented by the labor organization in question, the Director shall first validate the signatures on the cards.

3.6.1 If the Director confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the Director shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Director receives the decertification cards, and no later than six weeks after the Director receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent (50%) of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Council.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Director of Human Resources shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

4.1 After a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, and within thirty (30) days of the bargaining unit's written notice to the City of its intent to beginning collective bargaining negotiations, representatives of the City, designated by the City Attorney, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection.

4.5 This Ordinance is not intended to interfere with the City Council's powers and authority to adopt an annual budget. With regard to economic terms, the parties understand that all appropriations are subject to the adoption of an annual budget. The parties may elect to bargain non-economic terms for longer periods (e.g., three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

ARTICLE 5

CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations:

5.1.1 Every labor agreement shall include a provision reserving to management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable work rules and standard operating procedures, so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2 Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6

EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall, the City Council shall have the right to require the modification of the economic terms of any labor agreement.

6.2 Should the City Council deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City Council's requirements, the City Council shall have the right to make necessary adjustments on its own authority.

ARTICLE 7

VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provision shall be removed, but all other provisions contained herein shall remain in effect.

COUNCIL BILL NO. 2016-004 ORDINANCE NO.

AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel.

WHEREAS, Lodge 27 of the Fraternal Order of Police requested that the City of Joplin "City" recognize Lodge 27 as the exclusive bargaining representative for the City's police officers for the purposes of collective bargaining; and,

WHEREAS, two Missouri Circuit Courts have ordered cities to establish a framework of their choosing for collective bargaining with those cities' police officers; and,

WHEREAS, The City Council of the City of Joplin, Missouri, deems it to be in the City's best interest to adopt provisions for collective bargaining with the City's law enforcement personnel.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Collective Bargaining Provisions Adopted. That the Provisions for Collective Bargaining with Law Enforcement Personnel Agreement attached hereto and incorporated herein as Exhibit "A" be, and hereby is, approved and adopted.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney