

AN ORDINANCE ESTABLISHING AND PROVIDING FOR COLLECTIVE BARGAINING BY LAW ENFORCEMENT PERSONNEL IN THE CITY OF GLADSTONE, MISSOURI.

WHEREAS, the City of Gladstone, Missouri (the “City”) is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City Council believes and finds that it is appropriate and in the best interests of the City to establish and adopt provisions for collective bargaining by sworn law enforcement personnel in the City all as set forth in this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. A new Division III is hereby added to Title I, Chapter 130, Article 2 of the Code of Ordinances for the City of Gladstone, Missouri to read as follows:

Division III. Collective Bargaining by Law Enforcement Personnel

Sec. 1.130.300. Purpose.

This ordinance is adopted for the purpose of providing a framework within which sworn law enforcement personnel employed by the City of Gladstone can exercise their right under Article 1, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.

Sec. 1.130.310. Coverage.

A. This Ordinance shall apply to all sworn, full-time personnel employed in the Law Enforcement Divisions of the Department of Public Safety.

B. It is the City’s determination that sworn, non-supervisory employees employed within the Law Enforcement Divisions of the Department of Public Safety 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:

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. However, the same labor organization may represent both non-supervisory and supervisory employees in separate bargaining units.

2. Command level employees shall not be part of any bargaining unit.

3. Confidential employees shall not be included within the same bargaining unit as non-supervisory employees. For the purposes of this subsection, the Departmental Administrative Assistant shall be considered a confidential employee.

4. Police officers on introductory status are not regular employees and shall not be included within the bargaining unit until they successfully complete their introductory status period.

Sec. 1.130.320. Designation of exclusive bargaining representative.

A. Any labor organization wishing to represent employees employed in the City's Law Enforcement Divisions of the Department of Public Safety, in either a supervisory or non-supervisory bargaining unit, shall present to the City Manager or his/her designee cards containing the signatures of at least fifty percent (50%) 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.

B. Upon receiving such cards, the City Manager or his/her designee shall validate the signatures on the cards, and confirm that at least fifty percent (50%) of the employees in the bargaining unit have signed cards. If the City Manager or his/her designee determines that at least fifty percent (50%) of the employees in the unit have signed valid cards, the City Manager or his/her designee shall consult with the Director of Public Safety and the representative of the labor organization that has presented the cards, and together they shall select a mutually agreeable neutral third party who shall serve as Election Overseer for the purposes of conducting a secret ballot on a date mutually agreeable to the City, the labor organization, and the Election Overseer. 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 City Manager or his/her designee first receives the cards from the labor organization's representative, unless the City Manager or his/her designee, the Director of Public Safety, and the representative of the labor organization all agree upon some other date.

C. Once an Election Overseer has been selected, he or she shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all sworn employees and shall be posted within the Department.

D. 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.

E. The election shall be conducted by secret ballot, using such procedures as the Election Overseer shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the Election Overseer shall oversee the counting of the ballots. One representative of the City and one representative of the labor organization shall have the right to be present during the counting of the ballots. The Election Overseer may permit additional interested individuals to attend the vote count, at his or her discretion.

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 Gladstone Law Enforcement Divisions of the Department of Public Safety?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

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 fifty percent (50%) 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 Gladstone Law Enforcement Divisions of the Department of Public Safety?" 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. 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.

F. 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 City Manager or his/her designee 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 City Manager or his/her designee shall first validate the signatures on the cards.

1. If the City Manager or his/her designee confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the City Manager or his/her designee shall consult with the Director of Public Safety and the designated representative of the labor organization to select a mutually acceptable Election Overseer, who will conduct an election pursuant to the procedures set out above. Such election shall take place at least four weeks after the City Manager or his/her designee receives the decertification cards and no later than six weeks after the City Manager or his/her designee receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Law Enforcement Divisions of the Department of Public Safety.

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. In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Law Enforcement Divisions of the Department of Public Safety, 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 Council.

G. No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the City Manager or his/her designee 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.

Sec. 1.130.330. Collective bargaining process.

A. Within four weeks after a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, representatives of the City, designated by the City Manager, 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.

B. 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.

C. 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.

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

E. After the first agreement between the City and the labor organization is adopted, bargaining for renewal agreements shall take place annually. Such bargaining must be completed to allow sufficient time for submission and approval of a City budget by the City Council. 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.

Sec. 1.130.340. Content of labor agreements.

A. 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.

1. No labor agreement shall provide any outside person or entity with authority to interpret the labor agreement, resolve grievances, award damages, or otherwise determine personnel matters within the City.

2. No labor agreement shall require any employee of the City, who does not wish to become a member of the labor organization, to pay any dues or fee of any kind to the labor organization in question. It is understood that, in the event an employee elects not to join and pay regular dues to a labor organization that represents the employee, the labor organization will continue to represent the employee as a member of the bargaining unit, but the employee will not enjoy any of the rights or benefits that arise from membership in the labor organization itself.

3. 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.

4. 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.

5. Any labor agreement may include a provision stating that City employees who are representatives of a labor organization that has been designated as the exclusive bargaining representative of a unit of employees within the City that includes the employee in question, will be paid for on-duty time spent meeting with management to conduct union business, so long as such meeting does not prevent the employee from performing his or her regular duties. Every labor agreement must provide that, aside from such meetings between union representatives and members of management, City employees who serve as representatives of a labor organization must refrain from conducting the business of the labor organization while they are on duty.

Sec. 1.130.350. Effect of labor agreement.

A. 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.

B. 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.

C. 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.

Sec. 1.130.360. Validity and enforcement.

A. If the state of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent this Ordinance is inconsistent with the Missouri statute, this Ordinance shall be superseded in whole or in part by such statute.

B. If any court of competent jurisdiction shall declare any provision of this Ordinance to be unenforceable under any state of federal statute, regulation, or other authority, that portion shall be stricken from the Ordinance, but all other portions of the Ordinance shall remain in effect.

Section 2. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED, SIGNED AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11th DAY OF JANUARY 2016.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

1st Reading: January 11, 2016

2nd Reading: January 11, 2016