



**CITY OF BELTON
CITY COUNCIL
WORK SESSION
TUESDAY, DECEMBER 15, 2015 – 7:00 p.m.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL WORK SESSION TO ORDER

II. ITEMS FOR REVIEW AND DISCUSSION

A. REPORT ON PROPOSED STREET SIGN DESIGN CHANGES.

Page 5

B. REVIEW OF THE ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH THE POLICE.

The police officers, by way of Lodge 50 of the Fraternal Order of Police, have indicated a desire to be recognized as the exclusive bargaining agent for those employees. There has been considerable discussion regarding this issue and formulating a process by which these employees can vote and be recognized. An ordinance was developed that would establish those procedures. It received first reading on February 24, 2015, but was then postponed to allow more discussion between the City and the FOP. Since that time there have been numerous meetings to discuss the language within the ordinance and arrive at a version that is acceptable to both parties. The attached ordinance is a result of those discussions and both parties are ready to move forward with the final reading. Staff will review the changes from the previous version that received first reading on February 24, 2015, and the proposed ordinance.

Page 11

C. OTHER BUSINESS

III. ADJOURN

SECTION II
A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 15, 2015

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Staff has been reviewing certain sign requirements from the Manual on Uniform Traffic Control Devices (MUTCD) due to changes and aesthetics the City is currently experiencing. Staff is proposing a small upgrade to street name signage along the major corridors throughout the City including, 58 Hwy, 163rd Street, North Scott, Mullen, and Markey Parkway. The changes would be implemented over 3-4 years with 58 Hwy west of Cleveland being implemented this winter.

PROPOSED CITY COUNCIL MOTION:

Staff is requesting Council consent on the proposed changes. No formal action is needed.

BACKGROUND:

See attached memo dated November 18, 2015.

The Planning Commission discussed the proposal at its December 7, 2015, meeting. Positive comments were received.

IMPACT/ANALYSIS:

Costs to replace signs / Current standards

- Qty 40 6" signs x \$9.25 = \$370

Costs to replace signs / Proposed changes

- Qty 40 9" signs x \$13.89 = \$555 w/ pictograph \$185 difference

The major cost difference is in the purchase of the larger signs and would be absorbed in the current maintenance budget for signs.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff is requesting Council consent at the December 15, 2015 Work Session

LIST OF REFERENCE DOCUMENTS ATTACHED:

Staff memo dated November 18, 2015



**CITY OF BELTON – PUBLIC WORKS DEPARTMENT
MEMORANDUM**

Date: November 18, 2015
To: David Frazier
From: Chad Elliott, Traffic Technician
Dept. / Div.: Transportation Division
Subject: Street Name Signs with Pictograph

Staff has been reviewing certain sign requirements from the Manual on Uniform Control Devices (MUTCD) due to the changes and aesthetics the City is experiencing. Recently, the City approved a beautification plan and we believe changes to our street name signs can enhance the look of our streets along our major corridors by making some aesthetic improvements. The proposed changes will meet our current Traffic Operations Policy.

Table 2D-2 of Section 2D.43 details the recommended letter heights for street name signs.

Type of Mounting	Type of Street or Highway	Speed Limit	Recommended Minimum Letter Height	
			Initial Upper-Case	Lower-Case
Overhead	All types	All speed limits	12 inches	9 inches
Post-mounted	Multi-lane	More than 40 mph	8 inches	6 inches
Post-mounted	Multi-lane	40 mph or less	6 inches	4.5 inches
Post-mounted	2-lane	All speed limits	6 inches*	4.5 inches*

Making the recommended letter height changes will require purchase of 9” street sign blanks that will be compliant with MUTCD, improve aesthetics, enhance the sign overall, and improve visibility of the sign itself.

In addition to the proposed sign height and lettering changes, staff recommends including a pictograph, *a pictorial representation used to identify a governmental jurisdiction*, meeting the guidelines of MUTCD code 1A.13. Showcasing these new signs in specified areas will show a sense of pride for the neighborhood and the City.

Staff proposes to implement this change along the major corridors, including 58 highway, 163rd Street, South Mullen Road (larger signs, with no pictograph, already installed with Mullen project) and North Scott over the next 3-4 years. This year our plan would focus on 58 highway west of Cleveland. All of the signs along this corridor are old, do not meet current reflectivity standards and need to be replaced.

Costs to replace signs / Current standards

- Qty 40 6” signs x \$9.25 = \$370

Costs to replace signs / Proposed changes

- Qty 40 9” signs x \$13.89 = \$555 w/ pictograph \$185 difference



SECTION II
B

AN ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH POLICE.

WHEREAS, Lodge 50 of the Fraternal Order of Police requested that the City of Belton (“City”) recognize Lodge 50 as the exclusive bargaining representative for the City’s police for purposes of collective bargaining; and

WHEREAS, adopting and implementing procedures for a secret ballot election and conducting a secret ballot election in response to the submission of signed cards in a prospective bargaining unit is critical to ensure that eligible voters can select a bargaining representative without pressure or undue influence and to ensure the propriety of the union’s status as the exclusive bargaining representative; and

WHEREAS, the City intends for all provisions herein applicable to comply in all respects with the decision issued by the Missouri Court of Appeals, Western District: *West Central Missouri Region Lodge #50 of the Fraternal Order of Police, et al. v. The City of Grandview*, WD 77250 (Jan. 27, 2015); and

WHEREAS, the Belton City Council deems it to be in the City’s best interest to adopt provisions for collective bargaining with the City’s police.

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

SECTION 1. Collective Bargaining Provisions Adopted. Provisions for collective bargaining with police in the form attached hereto as **Exhibit A** are hereby adopted.

SECTION 2. Effective Date. This Ordinance and the attached provisions for collective bargaining with police shall be effective immediately upon approval of this Ordinance.

READ FOR THE FIRST TIME: February 24, 2015

READ FOR THE SECOND TIME: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

Approved as to form:

City Attorney

STATE OF MISSOURI)
CITY OF BELTON) SS.
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

Exhibit A to Ordinance No. 2015-_____

Provisions for Collective Bargaining with Police

ARTICLE 1 - PURPOSE

- 1.1. These provisions (the "Provisions") are adopted for the purpose of providing a framework within which police employed by the City of Belton 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.
- 1.2. The Management team of the City of Belton shall have the authority to adopt rules, regulations and forms it deems necessary to carry out the Provisions as adopted by Ordinance No. 2015-_____ (the "Ordinance") of this Order, and to amend or repeal such rules and regulations as it deems necessary.

ARTICLE 2 - DEFINITIONS

- 2.1. Appropriate bargaining unit means a class of employee jobs or positions for which there is a clear and identifiable community of interest among the employees concerned. A bargaining unit that contains peace officers shall contain no employees other than peace officers. Managerial employees, as defined herein, shall be excluded from the same bargaining units as the employees they supervise.
- 2.2. Assistant City Manager means the Assistant City Manager or his or her designee.
- 2.3. Confidential employee means employees employed by the City who, in the normal performance of their duties, have authorized access to confidential information affecting the employer/employee relationship or who have a confidential working relationship with the Assistant City Manager, the City Manager, or a supervisor employed by the City.
- 2.4. Employee is defined as any full-time employee of the City of Belton police department, who seeks to be involved in collective bargaining through the petitioning process established in the Ordinance, but excluding managerial employees and confidential employees.
- 2.5. Exclusive Bargaining Representative means an organization that has been designated or selected by a majority of the employees in an appropriate unit as their representative for purposes of collective bargaining.
- 2.6. Managerial employee for the Belton Police Department means the Lieutenants, Captain and the Chief of Police. Managerial employees cannot be part of any bargaining unit.
 - 2.6.1 Managerial employees are those employees who have the authority to recommend hiring, promotion, transfer, discipline, or discharge of employees, to

direct and assign the work force, to adjust grievances, or to engage in evaluations of employees, regardless of the amount of time engaged in such activities and those who formulate, determine, implement, or effectuate policies for the City

- 2.7 Police means a person who is sworn or commissioned under Missouri Revised Statute Chapter 590 (2014).
- 2.8 Salary means either the annual salary or the hourly rate of pay of employees.
- 2.9 Strike means an employee's refusal, in concerted action with others, to report to duty; a willful absence from the employee's position; a stoppage, reduction or slowdown of work; or the use of leave for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment, or a decision of the City.

ARTICLE 3- COVERAGE

- 3.1 The Provisions shall apply to all regular full-time personnel employed in the Police Department.
- 3.2 It is the City's determination that all regular full-time non-managerial, non-confidential employees 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:
 - 3.2.1 Confidential employees shall not be included within the same bargaining unit as non-managerial employees, nor shall they be represented by the same labor organization as represents any non-managerial employees within the Police Department. For the purposes of this subsection, the Departmental Administrative Assistant/Secretary shall be included as a confidential employee.

ARTICLE 4- DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

- 4.1. Any solicitation of City employees to consider joining a labor organization or a bargaining unit may not be conducted while such employee is on duty in his or her capacity as an employee of the City, except that labor organization officers will be provided a twenty (20) minute on-duty meeting with new employees in the bargaining unit within the first two weeks of employment to discuss labor organization membership. Additionally, three employee members of the bargaining unit will be permitted up to twenty paid hours each for attendance at mutually scheduled bargaining sessions of the City and the labor organization. Otherwise, any meetings of City employees to discuss joining a bargaining unit, selecting an exclusive bargaining representative, or negotiating a labor contract with the City, shall be held by employees while off duty.
- 4.2. Any labor organization wishing to represent employees employed in the City's Police Department in non-managerial, non-confidential positions shall present to the Assistant City Manager 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. Any labor organization wishing to represent employees employed in the City's Police Department also must provide a specific and detailed written description of the bargaining unit claimed to be appropriate for the purpose of exclusive representation by the petitioner. Such description shall include the general classifications of employees sought to be included and those sought to be excluded, including job titles to the extent known, and the approximate number of employees in the unit claimed to be appropriate.

4.3. The Assistant City Manager shall determine whether the proposed bargaining unit is appropriate. The proposed bargaining unit is appropriate if the employees within the proposed unit share a clear and identifiable community of interest among the employees concerned. In deciding whether employees have a sufficient community of interest to be included in a single unit, the following factors will be examined:

- (a) Similarity in scale or manner of determining earnings;
- (b) Similarity in employment benefits, hours of work and other terms and conditions of employment;
- (c) Similarity in the kind of work performed;
- (d) Similarity in the qualifications, skills and training of the employees;
- (e) Frequency of contact or interchange among the employees;
- (f) Geographic proximity;
- (g) Continuity or integration of production processes;
- (h) Common supervision and determination of labor-relations policy;
- (i) Relationship to the administrative organization of the employer;
- (j) History of collective bargaining;
- (k) Extent of union organization.

The adequacy of the showing of interest shall be determined administratively by the Assistant City Manager. The showing of interest determination is not subject to review or litigation; however, any person who has evidence that the showing of interest was obtained improperly, such as through fraud or coercion, may bring the evidence to the attention of the Assistant City Manager conducting the determination.

If the Assistant City Manager determines the evidence submitted does not demonstrate the appropriate level of the showing of interest, the petitioner shall have forty-eight (48) hours to provide the necessary showing of interest. If petitioner fails to present any necessary additional evidence of a showing of interest within that time, then the petition

shall be dismissed, and such dismissal shall serve to bar petitioner from filing any subsequent petition seeking to represent employees in the petitioned for unit or a similar unit for twelve months.

If the Assistant City Manager determines that there is reasonable cause to believe that there are unresolved issues relating to the question concerning representation of City employees, the Assistant City Manager shall set the matter for hearing before the City Council, which shall consider the appropriateness of the requested unit and on behalf of the City take one of the below actions:

1. Agree to the unit; or
2. Send the description back to the labor organization for further specificity, or
3. Reject the unit as being inappropriate with specific, written reasons for rejection.

All parties shall be given a minimum of fourteen (14) days' notice of the hearing.

The decision of the City Council with respect to the appropriateness of the bargaining unit shall be final and binding.

- 4.4. Once the evidence submitted meets the appropriate level of a showing of interest, and upon the Assistant City Manager's validation of the signatures on the cards to confirm that at least thirty percent of the employees in the bargaining unit have signed cards, the Assistant City Manager shall order that an election be conducted to determine whether employees in the petitioned for unit desire exclusive representation by the petitioning labor organization for purposes of collective bargaining. The Assistant City Manager 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 an agreed upon location, and shall be set for a date falling no less than four and no more than six weeks after the passage of the authorizing ordinance, unless the Assistant City Manager, the Chief of Police, and the representative of the labor organization all agree upon an earlier date.
- 4.5. Once an election date has been set, the Assistant City Manager 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.
- 4.6. 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.

4.7. The election shall be conducted by an agreed upon neutral third party through secret ballot, using such procedures as he or she determines are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the neutral third party 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 voting and during the counting of the ballots. The observers may challenge an employee's eligibility to vote, in which case the challenged ballot shall be placed inside a sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered unless they might affect the result of the election.

4.7.1 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 Belton Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

4.7.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event multiple 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], [labor organization C, if applicable], or no labor organization as the Exclusive Bargaining Representative for [description of bargaining unit] employed within the City of Belton 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," "I wish to select [labor organization C] as my Exclusive Bargaining Representative" (if applicable), and "I do not wish to select any labor organization as my Exclusive Bargaining Representative."

4.7.3 Any labor organization receiving more than fifty percent (50%) of the votes of all voters shall be designated and recognized by the City as the Exclusive Bargaining Representative for all employees in the bargaining unit.

4.8. No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Assistant City Manager 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.

4.9. 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 Assistant City Manager cards bearing the signatures of at least thirty percent of the employees within the bargaining unit stating those employees no longer wish to be represented by the labor organization in question, the Assistant City Manager shall first validate the signatures on the cards.

4.9.1 If the Assistant City Manager confirms that at least thirty percent of the employees in the bargaining unit have signed decertification cards, the Assistant City Manager 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 Assistant City Manager receives the decertification cards, and no later than six weeks after the Assistant City Manager receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

4.9.2 Unless a majority of the votes cast in the election are in favor of union representation, the labor organization will be decertified and shall immediately cease to represent the employees in the bargaining unit.

4.9.3 In the event of 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 Council.

ARTICLE 5 - COLLECTIVE BARGAINING PROCESS

- 5.1. 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 or his or her designee, 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.
- 5.2. 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.
- 5.3. If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection. The Council may approve the entire agreement or any part(s) thereof. If the Council rejects any portion of the agreement, the Council may return the rejected portion(s) of the agreement to the parties for further bargaining, or the Council may adopt a replacement provision of its own design, or the Council may state that no provision covering the topic in question shall be adopted.
- 5.4. 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 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.

ARTICLE 6 - CONTENT OF LABOR AGREEMENTS

- 6.1. 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 charter and ordinances of the City of Belton.

ARTICLE 7 - VALIDITY AND ENFORCEMENT

- 7.1. If the State of Missouri passes any law governing collective bargaining for police, then to the extent any of the Provisions as established herein are inconsistent with the Missouri statute, the inconsistent portions of the 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 Provisions shall be removed, but all other portions of the Provisions contained herein shall remain in effect.