

**AN ORDINANCE AMENDING CHAPTER 2.70, "COLLECTIVE BARGAINING BY LAW ENFORCEMENT PERSONNEL" OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.**

**WHEREAS**, the City of North Kansas City, Missouri (the "**City**") is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City Council desires to amend Chapter 2.70, "Collective Bargaining by Law Enforcement Personnel," of the Code of the City of North Kansas City, Missouri.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:**

**Section 1.** Section 2.70.020 of Chapter 2.70, "Collective Bargaining by Law Enforcement Personnel," of Title 2, "Administration and Personnel," of the Code of the City of North Kansas City, Missouri (the "**City Code**"), is hereby amended by repealing the current subparagraph 3 of paragraph B of § 2.70.020, so that § 2.70.020 shall hereafter read and provide as follows:

**2.70.020 Coverage.**

A. This chapter shall apply to all sworn personnel employed in the police department.

B. It is the city's determination that sworn, non-supervisory 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:

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. For the purposes of this subsection, sergeants, majors, the chief of police, and the communications supervisor shall be considered supervisory employees.

2. 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.

**Section 2.** Section 2.70.040 of Chapter 2.70, "Collective Bargaining by Law Enforcement Personnel," of Title 2, "Administration and Personnel," of the City Code is hereby amended to read and provide as follows:

**2.70.040 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 administrator, 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.

**Section 3.** Section 2.70.050 of Chapter 2.70, "Collective Bargaining by Law Enforcement Personnel," of Title 2, "Administration and Personnel," of the City Code is hereby amended to read and provide as follows:

**2.70.050 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 require any employee of the City of North Kansas 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.

2. 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.

3. 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.

4. 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.

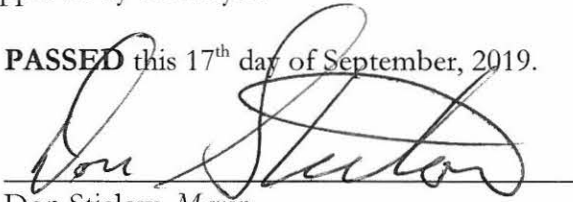
**Section 4.** Providing for Amendment to or Repeal of Conflicting Ordinances. Ordinance No. 8666 is hereby amended to include the changes set forth herein. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed. Where appropriate, ordinances previously adopted are hereby amended to conform to the provisions of this Ordinance.

**Section 5.** Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** Effective Date. This Ordinance shall become effective and be in full force immediately upon its passage by the City Council and approval by the Mayor.

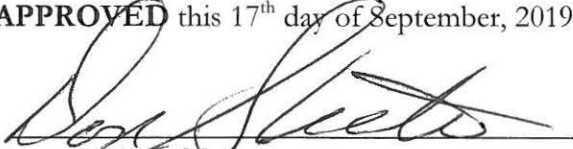
**PASSED** this 17<sup>th</sup> day of September, 2019.

  
Don Stielow, Mayor

ATTEST:

  
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Crystal Doss, *City Clerk*

APPROVED this 17<sup>th</sup> day of September, 2019.

  
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Don Stielow, *Mayor*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anthony Bologna, *City Attorney*

  
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Thomas E. Barzeg, Jr., *City Counselor*