

**AMENDMENT TO COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN:

THE CITY OF COLUMBIA, MISSOURI

AND

**THE COLUMBIA PROFESSIONAL
FIREFIGHTERS
I.A.F.F LOCAL 1055**

These amendments replace Section 2.11, 2.18, 3.02, 3.06 and 3.08 of the collective bargaining agreement in effect for the period from October 1, 2019 to September 30, 2022 (“CBA” or “Agreement”), as indicated herein. Unless expressly replaced herein, all provisions of the existing CBA continue to apply up to the time of expiration on September 30, 2022. Terms defined in the Agreement shall have the same definition in this amendment.

Section 2.11 of the CBA is replaced with the following provision:

Section 2.11. Extreme Weather

The mission of the Columbia Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Members and equipment are as prepared as reasonably possible for the challenges they will face. It is agreed that regular training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

It is further agreed that regular training, while important, is typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Members unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following:

- Wind Chill below 20 degrees Fahrenheit,
- Heat Index above 95 degrees Fahrenheit,
- Extreme winds,
- Rain,
- Snow,
- Sleet,
- Icy conditions.

Determination on cancellation or postponement will be based on the current and projected temperatures and conditions provided by the National Weather Service (NOAA) for Columbia, MO 65205.

When said conditions exist, all outdoor training activities which require exposure of personnel to outside weather conditions for longer than 15 minutes shall be halted. Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions do not violate the parameters established above.

Outdoor public education events, apparatus demonstrations and other similar activities will not be conducted when the above established conditions exist.

When necessary, training that occurs as part of the new recruit academy and annual ice rescue training are exempt from the temperature provisions of this section. The

training instructors will make all reasonable accommodations for participants during these exempted training events.

Section 2.18 of the CBA is replaced with the following provision:

Section 2.18 Fire Marshal's Division

Work Schedule

Assistant Fire Marshals assigned to the Marshal's Division will work five (5) eight hour shifts each week on a typical Monday-Friday 8-5 schedule. If through the JLM committee another schedule can be agreed upon, it can be utilized. The determination for on-call rotation is at the discretion of the Fire Marshal.

Compensation

Assistant Fire Marshals assigned to the Marshal's Division shall be paid in accordance with pay range F8, which will be adjusted as indicated in Section 3.02. In addition, individual compensation for assistant fire marshals will be adjusted as indicated in section 3.02.

Professional Development

The City agrees that in accordance with current requirements, any person promoted to the position of Assistant Fire Marshal shall obtain the following certifications within one year:

- Missouri State Fire Inspector 1
- Missouri State Fire Investigator 1
- Missouri State Fire Instructor 1

If a member is selected to promote to the position of Assistant Fire Marshal and does not hold the required minimum certifications, the City will provide the appropriate training to the member.

The City further agrees to provide training opportunities through the following organizations, or other qualified organizations as determined by the Fire Marshal, so that Assistant Fire Marshals can obtain the required Continuing Education Units (CEU).

- Professional Fire and Fraud Investigators Association
- International Association Arson Investigators
- Kansas City Arson Task Force

The selection of continuing education courses that Assistant Fire Marshals will attend and the rotation will be based on required CEU's necessary at the time and will be determined by the Fire Marshal.

Apparatus

The City agrees that all future purchased Assistant Fire Marshal's vehicles shall have a

suitable storage system for storing potentially contaminated PPE and equipment so as to reduce unnecessary exposures.

Standby and Call-in

Firefighters staffing the Fire Marshal's office shall be compensated for standby time in accordance with Section 19-97 of the Code of Ordinances and shall be compensated for call-in in accordance with Section 19-98 of the Code of Ordinances.

Section 3.02 of the CBA is replaced with the following provision:

Section 3.02. Salaries

The City agrees to implement the following pay scale for base pay for all members of the Union effective at the beginning of the pay period following approval of City Council:

Pay Grade	Job Title	Type of Pay Rate	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
F5	Firefighter I	2912 Hourly	14.47					
F6	Firefighter II	2912 Hourly	15.91	16.23	16.55	16.87	17.19	17.51
F7	Engineer	2912 Hourly	19.31	19.70	20.09	20.48	20.87	21.26
F8	Assistant Fire Marshal	2080 Hourly	32.73	33.39	34.05	34.74	35.43	36.14
F9	Captain	2912 Hourly	23.96	24.55	25.13	25.71	26.30	26.89

Implementation shall be as follows:

The parties agree that the pay scale above shall be in effect for the duration of this agreement. All members shall enter the grade, illustrated in the chart above, at the closest step at or above their current pay rate. If a member is currently above the top step, that employee will remain at the current pay rate. No member shall have their current pay rate reduced by any amount except as a result of demotion as defined in Art. VII, Sec. E of the Administrative Rules Supplement to Chapter 19.

Any Firefighter II still on probation will be placed in the Firefighter II step closest to their current pay rate and shall not receive an additional step upon completion of the probationary period.

Current Fire Lieutenants will be reassigned to Fire Captain and placed in the closest step at or above their current pay rate.

After initial implementation the plan shall work as follows:

- Upon appointment as a full time permanent Firefighter I with the Fire Department, employees will enter the plan as a “Firefighter I” and remain in that grade until the beginning of the pay period following completion of the probationary period.
- At the beginning of the pay period following successful completion of the probationary period, members in the Firefighter I grade will move to “Firefighter II” grade and their pay will increase to the entry step of the Firefighter II scale.
- Upon promotion, the member will move to the entry step of the next grade.
- Upon reaching step five in any of the respective grades, members shall not receive an increase to their pay rate except across the board increases as indicated below.

The city manager will recommend the pay increases below, provided that in the judgement of the city manager anticipated revenue for FY 2022 will support the increases in pay. If City Council approves budgeted amounts sufficient to cover the following increases, the increases will be made as indicated:

1. Members’ base pay shall move to the next step at the beginning of the pay period that includes October 1.
2. Pay ranges and member pay shall be increased at the beginning of the pay period that includes October 1 by the amount of funding approved for the across an board increase up to a maximum of 2.17%, except that if a member is currently above the top step, that employee will remain at the current pay rate.

To the extent funding is not approved by council sufficient to fund both 1 and 2 above, step increases shall be given priority.

Section 3.06 of the CBA is replaced with the following provision:

Section 3.06. **Benefits**

The City shall offer to the Members the same benefits at the same cost to the Members that it provides for the rest of the City's employees, except the 2% match for deferred compensation provided in Section 19-100(e) of the Code of Ordinances. Those benefits include, but are not limited to:

1. Uniform Pension Plan as set forth in City of Columbia Code of Ordinances Chapter 18, Article II, Division 3 and Division 6;
2. Deferred Retirement Option Program (DROP) as set forth in City of Columbia Code of Ordinances Chapter 18, Article II, Division 4. The inclusion of DROP in this section does not alter the sunset provision in Section 18-91 of the Code of Ordinances or require the City to provide this benefit beyond the sunset date unless the sunset date is otherwise amended by City Council;
3. Health, Dental, and Vision Insurance;
4. 457 Retirement Savings Plan;
5. Retiree Health Insurance, at the retirees' expense. It is not the intent of the parties for the City or current members to subsidize the cost of retiree coverage;
6. Life Insurance;
7. Long Term Disability Insurance;
8. Employee Assistance Program;
9. PTSD Employee Assistance Program. In the event the current provider is no longer willing or able to provide counseling services as described in the scope of services for the current contract for this program, the City will notify the union within seven days and, unless otherwise agreed, seek a new provider through the procurement process required by Chapter 2, Article X of the Code of Ordinances. The City will act as expeditiously as is practical and lawful to obtain a new provider through its procurement process, with the goal of completing the procurement and contracting process in no more than 120 days, provided qualified providers submit a response to the RFP. In the event the City does not receive a response from a qualified provider the City will discuss with the union whether a revision to the terms of the RFP is appropriate; following that discussion the city will reissue the RFP at least one additional time either under the terms of the current scope of services or under such other terms for the scope of service as are agreed by the Union and the City. If, following the second issuance of the RFP the City does not receive a response from a qualified provider the City and the Union will negotiate in good faith over

what steps should be taken to resume this counseling program. Counseling services as provided by this provision of the contract will resume as soon as practicable following procurement of a qualified provider.

The Union recognizes that from time to time it is necessary for the City to rebid or renegotiate the agreement with the insurance carrier in order to insure competitive pricing of benefits. It is agreed that when said evaluations are undertaken, the Union will be notified.

Section 3.08 of the CBA is replaced with the following provision:

Section 3.08. Professional Development

The Columbia Fire Department professional development program includes but is not limited to the following courses.

For all Members, CFD shall provide the opportunity for the following training:

- Fire Instructor I;
- Fire Officer I;
- Driver Operator, if this training is made a requirement for promotion to Engineer.

For Paramedic Members, CFD shall provide the opportunity for the following training:

- Advanced Cardiac Life Support (ACLS);
- Pediatric Advanced Life Support (PALS).

The JLM shall meet in September of each year at a mutually convenient time to discuss the training strategies and goals for the department for the upcoming fiscal year.

[SIGNATURES ON FOLLOWING PAGE]

The following individuals by endorsing this Agreement represent that they are authorized agents of the Union or the City with the authority to express the approval of the terms and provisions of this Agreement on behalf of the Columbia Professional Firefighters, IAFF Local 1055, or the City of Columbia, Missouri.

City of Columbia, Missouri

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Attorney

I hereby certify that there is a balance in the appropriate accounts otherwise unencumbered and sufficient to meet the financial obligations contemplated by this agreement.

Matthew Lue, Director of Finance

**Columbia Professional Firefighters
Union of International Association of Firefighters Local 1055**

DocuSigned by:


Zachary Priette, Pres., IAFF Local 1055

Date: 4/23/2021

DocuSigned by:


Secretary/Treasurer, IAFF Local 1055