# SECOND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF COLUMBIA, MISSOURI

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

This amendment replaces Section 2.08 and 2.11 of the collective bargaining agreement in effect for the period from October 1, 2022 to September 30, 2025 ("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, 2025. Terms defined in the Agreement shall have the same definition in this amendment.

# Section 2.08 of the CBA is replaced with the following provision:

## Section 2.08. Trade Time

- I. With the approval of the Fire Chief or the Fire Chief's designee, PRIOR to the substitution, employees who are assigned to the same division shall be allowed to trade time with other employees of equal rank.
  - 1. Employees trading with Engineers must be the rank of Firefighter II or higher and have completed the Engineer task book.
  - 2. Engineers trading with Captains must have completed the Captain's task book.
  - 3. Firefighters trading with Captains shall have completed ALL of the Captain's eligibility requirements described in General Policy PER 10 (B, a, ii).
- II. It is the responsibility of the employee requesting to work out of their normal rank to verify they have completed the applicable task book as listed above.
- III. Hours worked as a substitute (trade time) shall be excluded in calculating pay and benefits.
- IV. The procedure for employees to request-to-trade time shall be controlled by Standard Operating Procedure ATT-6.
- V. The trade time provisions under this section shall be effective through September 30, 2025, except for out-of-rank trade times between members holding the ranks of Fire Captain and Firefighter.
  - A. The trade time provisions for out-of-rank trade times between members holding the ranks of Fire Captain and Firefighter shall be effective through September 30, 2024.
  - B. The trial period for out-of-rank trade times between members holding the ranks of Fire Captain and Firefighter may be extended for the remainder of this contract if agreed in writing, signed by the Fire Chief and the Union President, and submitted to the City Manager no later than August 1, 2024.
  - C. If no agreement for extension of the trial period is reached by August 1, 2024, the

trial period will end.

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

# Section 2.11. Extreme Weather

- I. 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.
- II. 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.
  - A. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following:
    - 1. Wind Chill below 20 degrees Fahrenheit;
    - 2. Heat Index above 95 degrees Fahrenheit;
    - 3. Extreme winds:
    - 4. Rain:
    - 5. Snow;
    - 6. Sleet;
    - 7. Icy Conditions.
- III. When weather conditions fall within the provisions of subsection II of this section, the Fire Chief or the Fire Chief's designee will cancel or postpone all on duty, non-incident activities which expose personnel to outside weather conditions for more than forty-five (45) minutes.
  - A. Upon request by either party to continue with an activity for more than forty-five (45) minutes in conditions that fall within the provisions of subsection II of this section, the parties or their designee will discuss. With agreement by both parties, the activity may be allowed to continue. If there is no agreement, the event will be canceled or postponed.

- B. Determination on cancellation or postponement will be based on current temperatures and conditions provided by the National Weather Service (NOAA) for Columbia, MO 65205.
- C. Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions do not violate the parameters established in subsection II of this section.
- D. The time constraint of forty-five (45) minutes shall be considered the entire duration of the event from commencement to conclusion of the event. Breaks or other "downtime" shall not be used to extend the duration of an event that may take longer than the agreed to forty-five (45) minutes.
  - 1. This does not prevent the department from scheduling activities around inclement weather as described in subsection II of this section.
- IV. This provision includes ALL on duty, non-incident activities including but not limited to; promotional exams, training, public education events, apparatus demonstrations, annual truck washing, hose testing and other outdoor activities not listed.
- V. Training that occurs as part of the new recruit academy and annual ice rescue training are exempt from the temperature provisions of this section.
  - A. Members who are asked to teach as a part of the new recruit academy are exempt from the temperature provisions of this section provided they agree to instruct voluntarily and are given the ability to opt out of instructing if they choose to due to the temperature provisions of this section.
  - B. The training instructors will make all reasonable accommodations for participants during these exempted training events.

### Approval of the Agreement

City of Columbia, Missouri

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.

By:	
	De'Carlon Seewood, City Manager

Date:	
ATTE	EST:
Ву:	Sheela Amin, City Clerk
APPR	OVED AS TO FORM:
Ву:	Nancy Thompson, City Attorney
Union Repre Title:	nbia Professional Firefighters of International Association of Firefighters Local 1055:  May Sentative: Zachary Priveffe President
Date:	02/29/24