

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN:

THE CITY OF COLUMBIA, MISSOURI

AND THE

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

EFFECTIVE DATE:

OCTOBER 1, 2019 THRU SEPTEMBER 30, 2022

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PREAMBLE

This Collective Bargaining Agreement hereinafter referred to as “CBA” or “Agreement,” is made to set forth the results of good faith negotiations between the City of Columbia in Boone County, Missouri, hereinafter referred to as “the City”, and the Columbia Professional Firefighters (CPFF) Union of International Association of Firefighters Local 1055, hereinafter referred to as “the Union.” The bargaining unit consists of full-time employees of the Columbia Fire Department hereinafter referred to as “Members,” excluding the Fire Chief, the Deputy Chief, Assistant Chiefs, Division Chiefs, Battalion Chiefs, Chief Training Officers and all civilian workers.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

The parties further agree that this Agreement has been reached as a result of their good faith efforts to satisfy their obligations under Missouri law, that the Union has presented a comprehensive collective bargaining agreement proposal, that the parties have met, discussed, and agreed upon a resolution of those issues impacting terms and conditions of employment.

ARTICLE 1
LABOR AND MANAGEMENT RELATIONS

Section 1.01. Joint Labor-Management Committee

The City of Columbia Fire Department is committed to ensure that the Union and the Administration of the City of Columbia Fire Department address issues within the department.

The City of Columbia Fire Department Joint Labor Management Committee (JLM) shall be comprised at a minimum of the Fire Chief and Union President and may include other parties as mutually agreed upon. The JLM will meet upon mutually agreeable dates to discuss and endeavor to resolve all matters of mutual concern and to promote a harmonious and productive relationship between the Union and City. The Members of the JLM Committee will work in good faith to meet as early as possible at the request of either party.

The JLM Committee shall, whenever possible, endeavor to achieve consensus amongst its members regarding the decisions made arising from the matters discussed. This consensus objective notwithstanding, the JLM Committee shall not diminish the Fire Chief's authority to make decisions he deems to be in the best interest of the City in time or safety-sensitive situations, or in instances where the JLM has met with Fire Chief two (2) times, but have been unable to reach an agreement.

The Joint-Labor Management process shall not prevent members of the City of Columbia Fire Department from bringing topics of concern and suggestions to the City for consideration at any time. This proviso, however, shall not be construed in any way as permitting the City to negotiate with any Member other than the elected bargaining unit representatives regarding the following:

1. Topics which are at the time being discussed by the JLM Committee;
2. Changes from the current practice to the following topics which are mandatory subjects of bargaining: wages and other forms of compensation, apparatus staffing, overtime, fringe benefits, leave time and working conditions.

Department Committees

From time to time, the Fire Chief may establish committees to make recommendations to the Chief on how to improve the quality or efficiency of the department, and those committees may establish subcommittees as needed to advance the work of the committee. The purpose of the committees is to assure that all suggestions from all employees of the department to improve quality or efficiency are given due consideration. If a committee includes members of the bargaining unit, the Union president may appoint a member to the committee. The JLM Committee shall support the committees and subcommittees in place in the CFD.

The committees may, on majority vote, make recommendations to the Chief. If the Chief is considering implementation of a recommendation, or a change in practice or procedure based on

the recommendation, the Chief will provide a copy of recommendation or change to the Union President ten (10) days prior to the earlier of the posting, announcing or implementing the recommendation or change. The Union president may raise with the Chief that the Union believes any recommendation or change relates to any of the items addressed in subsection (1) or (2) of Section 1.01 and whether the Union wishes to defer the matter to the JLM or the process established in Ordinance 19-25.

Requests for Deferral

If the Union president requests deferral of any matter under this section prior to the end of the ten (10) day period, the Chief will respond to that request before going forward with the implementation of the policy change or recommendation. Whether an issue relates to a mandatory subject of bargaining is an issue to be determined under the Constitution of the State of Missouri, applicable laws of the State of Missouri, applicable court decisions in the State of Missouri and any applicable City of Columbia Ordinance; the foregoing will not limit the application of the National Labor Relations Act should it be amended at some point in the future to be applicable to collective bargaining by state and local government in the State of Missouri. Because the JLM process and the Section 19-25 process can consider issues that are not mandatory subjects of collective bargaining, the decision by the Chief to defer an issue to those processes does not constitute an agreement that the issue is a mandatory subject for collective bargaining. If the Chief defers an issue at the request of the Union president, he may inform members of the department that the Union President has made a request for deferral and the Chief has agreed to that request. The Chief may also indicate when further discussions will occur between the department and the Union on the matter. The Chief and the Union President will discuss in good faith the timing for these announcements, with efforts made to accommodate any reasonable concerns raised regarding the timing.

Section 1.02. Fire Department Policy and Procedure Review Process

OB Revision Process

The Columbia Fire Department (CFD) policies and procedures are established by OBs. Through the JLM Process as outlined in Section 1.01 in this Agreement, the Fire Chief or the Union may propose changes to any existing policy, or propose the creation of a new policy. Except in an emergency, the City agrees that the Fire Chief will post the proposed change thirty (30) days in advance of implementing said change. The Chief will provide a copy of the proposal to the Union president at least ten (10) days prior to posting for the purpose of allowing the Union president to raise any issue that the Union believes affects a change that relates to any of the items addressed in subsection (1) or (2) of Section 1.01 and whether the Union wishes to defer the matter to the JLM or the process established in Ordinance 19-25. In the event the Fire Chief elects to change the OBs without consensus from the Union, should the Union determine that said changes have substantive and negative impact on Members, the City agrees that the Fire Chief will confer with the Union within thirty (30) days of posting the rule and consider comments from the Union.

Requests for Deferral

If the Union president requests deferral of any matter under this section prior to the end of the ten (10) day period, the Chief will respond to that request before going forward with the implementation of the policy change or recommendation. Whether an issue relates to a mandatory subject of bargaining is an issue to be determined under the Constitution of the State of Missouri, applicable laws of the State of Missouri, applicable court decisions in the State of Missouri and any applicable City of Columbia Ordinance; the foregoing will not limit the application of the National Labor Relations Act should it be amended at some point in the future to be applicable to collective bargaining by state and local government in the State of Missouri. Because the JLM process and the Section 19-25 process can consider issues that are not mandatory subjects of collective bargaining, the decision by the Chief to defer an issue to those processes does not constitute an agreement that the issue is a mandatory subject for collective bargaining. If the Chief defers an issue at the request of the Union president, he may inform members of the department that the Union President has made a request for deferral and the Chief has agreed to that request. The Chief may also indicate when further discussions will occur between the department and the Union on the matter. The Chief and the Union President will discuss in good faith the timing for these announcements, with efforts made to accommodate any reasonable concerns raised regarding the timing.

Amendments to the Collective Bargaining Agreement

The Parties acknowledge that during the term of the Agreement, this Agreement may be amended by the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing, approved in the same manner as this Agreement including a vote of the Members and the city council, and signed by both parties.

Section 1.03. Relation to City Ordinances, Regulations and Policies

The following will be collectively referred to as the City Personnel Policies and Procedures:

- Chapter 19 of the Code of Ordinances;
- The Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27 (available to employees at <https://www.mycolumbiamo.com/policies/chapter-19-administrative-rules>);
- Columbia Fire Department Operational Bulletins (“OBs”).

Conflicts

Unless otherwise expressly modified by this Agreement the City Personnel Policies and Procedures are controlling. Except as described in this Section, the City retains its exclusive authority and discretion to amend any provision of the City Personnel Policies and Procedures as it deems necessary or desirable.

The City will provide notice of proposed changes to Chapter 19 of the Code of Ordinances in advance of any proposed change before its first reading before city council required by Section 2-81 of the Code of Ordinances. Should the Union determine that the proposed changes will have an adverse and substantive impact on its Members, and should the City Council approve said changes, the City agrees to negotiate in good faith over the impact and implementation with the Union concerning the modifications to the Chapter 19 of the Code of Ordinances.

Management Rights

Unless otherwise expressly modified by this Agreement, the City possesses the sole right to operate the Fire Department and exercise all management rights reserved to the city as defined in Section 19-26 of the Code of Ordinances.

It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein. The Union agrees that the City’s exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as precedent setting.

Employee Compliance

The Union agrees that the bargaining unit employees will comply with the City Personnel Policies and Procedures as modified by this Agreement.

Section 1.04. Classification of Bargaining Representative

Pursuant to and in accordance with the provisions of the Missouri Constitution and Missouri Revised Statutes, 2000, as amended, the City hereby recognizes The Columbia Professional Firefighters, Local 1055, IAFF, AFL-CIO, CLC as the exclusive bargaining representative for the Members.

The Union recognizes that should the Members disaffiliate with the IAFF and/or Local 1055 that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Union. If the new entity is established as the exclusive bargaining agent of the Union as recognized by law, the City recognizes it would have a duty to negotiate in good faith with the new entity and in any such negotiations, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

Section 1.05. Payroll Deduction of Union Dues

1. Once a month, the City will deduct the Union membership fees and dues from those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month are to be effective during the succeeding month.
2. Dues are to be deducted from the first paycheck of each month and are to be remitted for deposit directly to the Unions General Fund with an itemized statement being sent to the Union Treasurer within fifteen (15) days after the deductions have been made.
3. The City may deduct, as a service fee, 10 cents per participating employee per month from the total monthly remittance to the Union's General Fund.
4. An employee may cancel or revoke the authorization for check off deductions by written notice to the City and the Union. The cancellation is to become effective one month subsequent to the request for such cancellation.
5. The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Section 1.06. Union Business, Meetings, and Bulletin Boards

City Meetings

The Union's negotiating team will not suffer loss of pay to attend meetings mutually set by the Employer and the Union.

Union Business

For other union business, Members elected to Union offices may, at their discretion, request to use accrued earned leave in accordance with ATT-1, or if eligible may arrange for Union Officer relief to attend to Union business, subject to and contingent upon the requirement that the minimum staffing provisions of the CFD herein be maintained, that the notification provisions of this Section are adhered to, and that the scheduling of Union Officer relief not occur so frequently as to present a hardship for the City.

Members shall notify their assigned Duty Chiefs of the need to be absent from duty for union business at least seven (7) days prior to its occurrence, unless exigent circumstances prevent said notice, in which case it shall be incumbent upon the Member to notify their assigned Duty Chiefs immediately. It is understood that the operational needs of the CFD may preclude leave being granted. The provisions of this Section shall be subject to and contingent upon the requirement that the minimum staffing level of the CFD be maintained, and that the City not incur overtime expenses. In the event that the Member may not be excused without the use of overtime, then no time will be granted unless expressly authorized by the Fire Chief.

City Council Meetings

The Union President or designated Union Officer shall be permitted to attend the City Council meetings or other public meetings while on duty during scheduled work hours provided such absence does not affect the effectiveness and efficiency of the Fire Department operation as determined by the Fire Chief or his/her authorized representative.

The Union President or the President's designee, as applicable, shall notify their assigned Duty Chiefs of the need to be absent from duty at least seven (7) days prior to its occurrence, unless exigent circumstances prevent said notice, in which case it shall be incumbent upon the Member to notify their assigned Duty Chiefs immediately. It is understood that the operational needs of the CFD may preclude leave being granted. The provisions of this Section shall be subject to and contingent upon the requirement that the minimum staffing level of the CFD be maintained, and that the City not incur overtime expenses. In the event that the Member may not be excused without the use of overtime, then no time will be granted unless expressly authorized by the Fire Chief.

Union Meetings

The Union shall be permitted to hold Union meetings of the Union's Members on the premises of the City at a time and place agreed upon by the Fire Chief and the Union President for the purpose of conducting Union business, including the holding of elections. Should the Union elect to hold Union Meetings on City property, the parties agree that pursuant to Section 19-39 of the Code of Ordinances, the Union will refrain from engaging in political activity during said meetings. There shall not be attendance of the meetings on city property by non-Columbia Fire Department persons without the express advanced approval of the Fire Chief.

The city will allow one (1) Member per company to attend the monthly general membership meeting while on duty provided such absence does not affect the effectiveness and efficiency of the Fire Department operation as determined by the Fire Chief or the assigned duty chief and no company is out of service. If more than one person in a company requests to attend, first priority will be given to Union Officers and second priority will be given to the earliest request. Members and Officers wishing to attend the Union Meeting while on duty, must notify their Division Chief and Battalion Chief via email no later than 1600 on that shift's immediately preceding shift day. No apparatus may be taken to meetings. The Fire Chief or the assigned duty chief may recall members from the membership meeting if necessary to the effectiveness and efficiency of the Fire Department's operations as determined by the Fire Chief or the assigned duty chief.

Bulletin Board

The City shall provide space for a bulletin board in a designated location in each fire station for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards, in accordance with CFD OB PER-1, and, in accordance with 19-39 of the Code of Ordinances, shall not use the bulletin board to engage in any political activity.

Copies of Official Materials and Transactions

Unless available on-line, the City is to furnish to each Fire Station a current copy of the following:

- a. This ordinance.
- b. Chapter 19 of the Code of Ordinances.
- c. Administrative rules promulgated by the City Manager.
- d. Fire Department Operational Bulletins.
- e. Changes and amendments to all of the above.

Employees, upon request, are to receive a copy of any personnel transactions or evaluations affecting them.

Section 1.07. Non-Discrimination

Neither the City nor the Union shall discriminate against any employee covered by this Collective Bargaining Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, religion, disability, gender identity, sexual orientation, ancestry, marital status, political affiliation, or any other prohibited basis under federal, state, or local law.

It shall be the policy of the City of Columbia to encourage and expect those with whom the City contracts or does business to uphold the same principles and practices as the City, and especially to affirm and fulfill these standards in all undertakings associated with the City.

Neither the City nor the Union shall interfere with the right of employees covered by this Collective Bargaining Agreement to become or not to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

There shall be no discrimination against any employee for their activity on behalf of the Union, including but not limited to arbitrary or capricious: discipline, harm in promotional processes, personnel transfers, denial of earned leave or trade time requests, or denial of training opportunities.

The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit as set forth herein.

Section 1.08. Union Representation

The City may discharge, suspend or otherwise discipline a Member for violations of the City Personnel Policies and Procedures for just cause and with due process in accordance with Chapter 19, Article VI, Divisions 6 and 7 of the Code of Ordinances. If asked by a Member, a representative of the City will advise the Member whether an investigative examination may result in disciplinary action against that Member and whether the discipline may rise to the level of demotion, suspension or discharge.

If the City notifies the Member that the examination may result in demotion, suspension or discharge, the Member has the right to be represented by the Union.

Should the Member make a request for Union representation, the City and the Member shall jointly document the request in writing and the City shall choose from among three options:

1. Grant the request and delay the interview until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Member;
2. Deny the request and end the interview; or
3. Give the Member a clear choice between either having the interview proceed without representation or ending the interview.

A Member will not be punished for making such a request for Union representation.

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Union representative may observe the interview, and with the Member's and City's written consent, request to confer privately with the Member or speak on the Member's behalf. The Union representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.

Section 1.09. Display of Union Insignia

The Union insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Firefighters. It is understood that only active members of the IAFF will be permitted to display said logos on personal uniforms. The Union insignia will be displayed in accordance with OB EQP - 1.

ARTICLE 2

WORKING CONDITIONS

Section 2.01. Prevailing Rights

The following privileges and working conditions shall remain in force during the term of this Collective Bargaining Agreement unless added to, deleted from, or changed by mutual consent of both parties:

1. Members may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use does not interfere with or delay any work-related task and is in compliance with the City's computer and telephone usage policy. Personal use does not include any outside employment or for-profit business venture of any kind, and Members may not conduct such activity on city equipment;
2. Members may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department services. Members shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department services;
3. Members shall be allowed visitors at the firehouse between 0800 - 2200 hours provided that said visits do not interfere with their response to emergencies or interfere with Firefighters' duties;
4. To the extent feasible under the existing city budget, the City shall maintain the provisions of the firehouse as are in existence at the time this Agreement is executed, and shall replace as needed, all: furniture, computers, kitchen supplies and accessories, kitchen appliances, beds, lockers, mattresses, bathroom supplies, and cleaning supplies, painting of walls and ceilings, replacement and professional cleaning of flooring, maintenance and replacement of HVAC systems, maintenance and replacement of kitchen appliances and cabinets, maintenance and replacement of washing machines (fire gear extractor and standard clothing washing machine) and clothing dryer. The City shall provide at least one computer at each station;

The parties agree that disputes arising out of the interpretation of said privileges and working conditions shall be brought forth to the Joint Labor-Management Committee as set forth in Section 1.01 of this Agreement before engaging the formal complaint process established in Section 19-238 of the Code of Ordinances.

Section 2.02. Personnel Reduction

The City Manager may, in his/her discretion, determine from time to time that a reduction in force may be necessary to maintain certain necessary services within the City. Reductions in force and reemployment will be managed in accordance with Section 19-211 of the Code of Ordinances.

Employees who are laid off due to a reduction in force shall be placed on a reemployment list in accordance with Section 19-211(c) of the Code of Ordinances for 36 months, and recalled per City Personnel Policies and Procedures.

For purposes of reductions in force and rehiring under Section 19-211 and 19-166 of the Code of Ordinances and Art. III, Section H, paragraph 2.b of Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27, seniority means time in service in firefighting operations, including staffing in the Fire Marshal's Office, regardless of rank.

Section 2.03. Promotions

The filling of promotions within the CFD shall be done in accordance with the OB PER-10A.

- A. **GUIDELINE:** It is the policy of the Columbia Fire Department to promote personnel in a manner that is consistent with City of Columbia personnel rules and regulations. Eligibility Rosters are to be listed in alphabetical order. Eligibility Rosters are closed records and will not be published. Individual ratings are to be provided to the Fire Chief. If the eligibility roster contains five or more qualified candidates, a selection is to be made from the top five (5) qualified candidates. If the eligibility roster contains fewer than five (5) qualified candidates, the Chief shall inform the membership of his intent to continue to promote from the current list or dissolve the current list and create an acting position. The acting position will be selected from the five (5) most senior members of the eligible rank. This guideline is to apply to the ranks of Fire Engineer, Fire Lieutenant and Fire Captain.
- B. **PROCEDURE:** Generally thirty (30) days, but at least three (3) weeks prior to the date testing begins, a written job announcement is to be posted to include the following information:
- Job description (including minimum qualifications)
 - Tentative schedule of dates, times and locations
 - Study materials (if applicable)
 - Application deadline

Employees interested in participating in the promotional process are to submit intent to participate to the Human Resources Department by the established deadline. Minimum qualifications for the position must be met by the application deadline.

Generally, the testing process may include a written test, report writing, practical or tactical evaluations. Specific components are to be listed on the notification as well as assigned weighting for each component. Passage of each component may be required to move forward in the process.

Once the promotional process is complete and the Eligibility Roster has been certified, applicants are to be notified of their ranking on the Eligibility Roster. At the time of notification, applicants will also be advised of their specific score for the written test component. Limited individual results will be released by category for each remaining component of the testing process. Scores between 90% and 100% will be classified as Outstanding. Scores between 80% and 90% will be classified as Good. Scores between 70% and 80% will be classified as Acceptable. Scores below 70% will be classified as Failed.

- C. **SELECTION:** If there are more than five qualified candidates, the Fire Chief or the Chief's designee(s) is to interview individually with at least the top five (5) qualified candidates to determine final selection. If, for lawful reasons, the Chief is unwilling to select from the top five (5) qualified candidates, at the Chief's discretion, additional candidates may be

interviewed for consideration. If there are five or fewer qualified candidates, unless the Fire Chief has dissolved the roster as allowed in Paragraph A, the Fire Chief or the Chief's designee(s) is to interview individually with all qualified candidates to determine final selection.

Additional information to be considered is to include:

- Applicable education and experience
- Seniority
- Performance evaluations for the last two (2) years
- Attendance record
- Training record for the last two (2) years
- Disciplinary action for the last two (2) years

When a final selection is made by the Fire Chief, all candidates are to be notified of the selection by the Chief or the candidate's department designee.

Section 2.04. Personnel Trades and Transfers

1. Member Initiated Transfers – Shall follow the current Department Operational Bulletin PER-6.
2. City Initiated Transfers – The City shall have the right to change shift assignments to meet the essential operational needs of the Fire Department. In the event that the Fire Chief believes that such changes are necessary, the Fire Chief shall discuss the rationale with the JLM Committee.

Section 2.05. Seniority

1. Seniority is defined as the length of continuous service with the Columbia Fire Department since the date of the most recent hire to a permanent position.
2. Seniority for employees hired on the same date is to be determined by final class standing upon graduation from basic recruit school. Final class standing is to be determined by total point accumulation for all applicable tests. Affected employees are to be notified in writing at the start of basic recruit school as to which tests are applicable and their respective point value.
3. Fire Administration is responsible for maintaining and posting in each station a seniority list(s), at least on an annual basis.
4. Seniority within the Columbia Fire Department is given primary consideration for the purpose of vacation scheduling.
5. Seniority-in-rank is given consideration for the purpose of transfer procedures.

Section 2.06. Grievance, Complaints, and Appeals -

The Union agrees that disciplinary reviews, grievances, complaints, and appeals when deemed necessary by the Union or a Member, shall be handled in accordance with Chapter 19 of the Code of Ordinances Article 6, Division 7, Sections 19-236 through 19-239.

It is agreed by the parties that, should the Union or a Member elect to adjudicate an unresolved disciplinary review, grievance or complaint, nothing in this Agreement or in Chapter 19, Article 6, Division 7, Sections 19-236 through 19-239 shall prevent the Union or a Member from doing so to the extent allowed by law; however, the Union and the Members must exhaust the administrative remedies in Chapter 19, Article 6, Division 7, Sections 19-236 through 19-239 before filing in court. The parties hereto agree the any court, State or Federal, of proper jurisdiction presiding in Boone County, Missouri shall be the forum for any action.

Section 2.07. Discipline and Discharge Procedure

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Chapter 19 of the Code of Ordinances Article 6, Division 6, Sections 19-221 through 19-228.

Section 2.08. Trade Time

OB ATT-6 shall be controlling with regard to trade time but for the following amendments:

1. Lieutenants and Captains shall be allowed to trade time between ranks provided that the Lieutenant trading time is off qualifying and has completed the Captain's Task Book;
2. Firefighters and Engineers shall be allowed to trade time between ranks provided that the Firefighter trading time has completed 18 months with the CFD and has completed the Engineer's Task Book.

Section 2.09. Drug and Alcohol Testing

ADMINISTRATIVE RULES SUPPLEMENT TO CHAPTER 19 AS AUTHORIZED BY SECTION 19-27 OF THE CODE OF ORDINANCES shall be controlling for alcohol and drug testing.

Section 2.10. Non-Scheduled Work

A Member who is called in shall be compensated for the greater of three (3) hours of time or the actual time worked. The amount of compensation will be calculated in accordance with Section 19-98 of the Code of Ordinances. A Member who works additional hours due to response to emergency calls, after but continuous with his scheduled work hours shall not be guaranteed any minimum number of hours.

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, live-burn 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 2.12. Apparatus Staffing

The minimum daily apparatus staffing level for the Columbia Fire Department shall be:

In service Engines, Quints and Ladders - 3 personnel

In service Squad companies - 2 personnel

Shift Division Chief - 1 person

Shift Battalion Chief - 1 person

When staffing falls below, or is expected to fall below, the above established minimum staffing levels for more than three (3) hours, constant staffing is to be secured for the vacancy using the procedures defined in OB ATT-7. When possible, advance notification of a need for constant staffing may be made to help facilitate planning.

The aforementioned notwithstanding, the parties agree that during the term of this Agreement the City shall recommend the City's risk profile, Standard of Cover, and appropriate staffing levels for the Columbia Fire Department to the City Council for their consideration. The City has sought input from the Union on the development of the City's risk profile, Standard of Cover and recommended staffing levels, and will continue to allow the Union the opportunity to comment on the development of the City's proposals to City Council.

The City is currently in the preliminary stages of developing two additional fire stations; this development may involve, among other steps, the appropriation of funding, development of design plans by a qualified architect retained by the city, and the selection of a construction contractor. Prior to the completion of the two fire houses, the city will assure that staffing is available for the staffing of the two new fire stations through the hiring of three firefighters in addition to the current staffing of the department and the reassignment of firefighters and equipment as deemed appropriate in the judgment of the Fire Chief. All actions required of the city pursuant to this section with respect to development of the fire stations and staffing are contingent on and subject to council approval and appropriations.

With regard to fire apparatus staffing, the City will consider NFPA 1710 and other national standards in the development of plans for fire protection in the City of Columbia. CFD policies and procedures regarding staffing are established by OBs in accordance with Sections 1.02 and 1.03; nothing in this section alters the Fire Chief's authority under Sections 1.02 and 1.03.

The issue of apparatus staffing shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

Section 2.13. Physical Fitness and Wellness -

The City will provide health screenings at no cost to the Members in accordance with the following table, unless otherwise agreed to by the City and the Union.

Columbia Fire Department Medical Physical List			
		Provided by	Frequency
Physical Exam	History review	physical	Annual
	Physical exam	physical	Annual
	Skin	physical - visible areas Follow up as indicated under City's employee health insurance.	Annual
	Thyroid	physical - check for palpable nodules or enlargement	Annual
Vision	Titmus eye exam	physical	Annual
Hearing	Audiogram (500 - 8000 Hz)	physical	Annual
Cardiovascular	Vital signs	physical	Annual
	ECG	physical	Every 4 yrs. <40, Annual >40
Pulmonary	Spirometry	physical	Every 2 yrs. <40, Annual >40
	Pulse Ox	physical	Annual
Blood	CBC with differential	physical	Every 2 yrs. <40, Annual >40
	Electrolytes		
	Sodium		
	Potassium		
	Chloride		
	Bicarbonate		
	Renal function		
	BUN		
	Creatinine		
	Glomerular Filtration Rate		
	Glucose		
	Liver function and Enzymes		
	ALT, AST, alkaline phosphatase		

	Total bilirbuin		
	Total Protein, Albumin		
	Total Calcium, Phosphorus		
	CPK, LDH		
	Iron		
	Uric acid		
	Lipid profile		
	Total cholesterol		
	HDL		
	Triglycerides		
	LDL		
	Cholinesterase	physical	New hire & As indicated
	HIV		
	Hepatitis		
	HgbA1c	when indicated	If indicated
Urinalysis	Glucose	physical	Every 2 yrs. <40, Annual >40
Dipstick	ketones		
	leukocyte		
	esterase		
	protein		
	blood		
	bilirubin		
	RBC		
Microscopic analysis	WBC		
	casts		
	crystals		
	Digital rectal exam	physical	Annual >40 - patient's option
Cancer screening	PSA	physical	Annual >40
	Home Stool Test (DNA) cards x3	physical	Annual - patient's option
	Pap Smear	preventative care in accordance with the City's employee health insurance	

	Mammogram	preventative care in accordance with the City's employee health insurance	
	Colonoscopy	preventative care in accordance with the City's employee health insurance	
	Thyroid blood test	physical	Every 4 yrs.
	Bladder cancer (hematuria in UA)	physical	Every 2 yrs. <40, Annual >40
	Oral cancer screening	preventive care in accordance with the City's employee dental insurance	
	Testicular cancer screening	physical	Annual - patient's option
Other tests	Chest X-ray	physical	New hire & As indicated
	Cardiopulmonary Stress Test	physical	As indicated
	TB testing	Exposure process only	Exposure process only
	Heavy Metal screening	As indicated	As indicated
	Tetanus booster	Provider used by Employee Wellness or preventive care in accordance with the City's employee health insurance	Every 10 years

The Union agrees that it is a condition of continued employment that all Members participate in this screening, except that those screenings available through employee health insurance are

voluntary and are only available free in accordance with terms of the employee health insurance. The City's provision of health screenings is dependent on the availability of a qualified medical provider. The city currently has a qualified medical provider on contract to provide the mandatory health screenings. In the event the provider is no longer willing or able to provide those screenings, the City will notify the union within seven days and seek a new provider through the procurement process required by Chapter 2, Article X of the Code of Ordinances. The City is not obligated to provide health screenings until it has obtained the services of a new provider through the procurement process. The City will act as expeditiously as is practical and lawful to obtain a new medical 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. Health screenings will resume as soon as practical upon the selection of a new provider. All screenings due in the interim period since the loss of service from the current provider are to be completed within ninety days of contracting with the new provider.

The City recognizes that the Members may, in the course of their duties, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis, and the human immunodeficiency virus (HIV), as well as to a variety of known carcinogens. The City agrees to, on an annual basis, provide training to the Members aimed at preventing such exposures in the workplace. The City will make reasonable efforts to prevent such exposures. The City will maintain an accessible reporting system by which Members can document exposures to infectious diseases and/or hazardous substances, and the City will ensure that the Members are encouraged to report exposures to the City's Risk Management division as they become aware of them. The City's Risk Management division will assure all claims are filed with the Missouri Division of Workers' Compensation.

The City agrees that workers' compensation evaluations and health screenings required by this section will be provided by separate medical providers. Nothing herein prevents or bars a medical provider from exercising its own independent judgment as to whether it should review medical records from any other medical provider or prevents or bars a medical provider from requesting medical records to the extent allowed by law.

Section 2.14. Staffing and Overtime

Use of Personnel

A Member on duty as a result of constant staffing needs shall fill any riding position deemed necessary by the Division or Battalion Chief, provided that the Member possesses the required qualifications to fill that position.

Constant Staffing

Operational Bulletin ATT-7 will be followed.

Overtime

If overtime is required, it shall be paid in accordance with Section 19-96 of the Code of Ordinances, or in the alternative, Members may elect to receive comp time in accordance with Section 19-96. This paragraph is subject to approval of appropriations for this purpose by City Council.

Extraordinary Circumstances Provision

The City may, in its sole discretion, authorize additional staffing above and beyond the minimum staffing standards set forth in this Agreement if it determines that the threat of severe weather or civil unrest, or the existence of natural disasters or acts of terrorism, requires a force size greater than provided for by the minimum staffing standards set forth in this Agreement. The authorization of additional staffing for said circumstances shall not be precedent setting, and the assignment of said staffing shall be done as set forth in this Section.

Section 2.15. Political Activity

But for the following provisos, political activity of the Members shall be governed by Section 19-39 of the Code of Ordinances:

1. The parties agree that “uniform” as referenced in Section 19-39 of the Code of Ordinances: “Nothing in this section shall be construed to prevent the exercise of the rights of appointive officers or employees from engaging in any political activity while off duty and not in uniform...” shall be understood to mean any uniform issued by the CFD that can be worn by the Members while on duty;
2. The parties agree that Member’s shall not be subject to discipline should their image or likeness be used during a political campaign without the Member’s knowledge or consent.

Section 2.16. Temporary Loss of Licensure

OB PER-11 shall be controlling but for the following amendments:

Temporary Loss of Driver's License

In the event that a Member temporarily loses their driver's license, the Member will be given the opportunity to use accrued time off or to be placed on a leave of absence without pay at the City's discretion. The Union recognizes that a valid driver's license is an essential element of the position, and loss of driving privileges will require the Member to be removed from duty, and that the Member may be subject to disciplinary action by the City up to and including termination.

Failure to Renew Required Emergency Medical Technician (EMT) Licensure

In the event that a Member fails to renew his/her Missouri EMT license in accordance with the parameters set forth by the State of Missouri, the Member will be given the opportunity to use accrued time off or be placed on a leave of absence without pay at the City's discretion. The Union recognizes that the loss of EMT Licensure will prevent the Member from meeting the essential functions of the job, and will require the Member to be removed from duty, and may result in the Member being subject to disciplinary action up to and including termination.

Section 2.17. Shift Schedule, Residency and Call-in

Shift Schedule

Between the effective date of this Agreement and February 20, 2020 at 0700 hours, duty hours, shift schedule, and work scheduling shall continue as practiced at the execution of this Agreement. For a one-year period trial period beginning February 20, 2020 at 0700 hours, Members assigned to a fifty-six (56) hours per week average under city ordinance 19-96(b)(1) shall work a “48-96 work schedule,” which shall be defined as a regular schedule under which employees work two (2) consecutive, uninterrupted 24-hour shifts followed by four (4) consecutive 24 hour days off.

At the time of this change, the FLSA cycle will also change to one eighteen-day cycle for the department. The first FLSA schedule is as shown in the chart below:

	Shift 1	Shift 2	Shift 3
2/20/2020		24	
2/21/2020		24	
2/22/2020			24
2/23/2020			24
2/24/2020	24		
2/25/2020	24		
2/26/2020		24	
2/27/2020		24	
2/28/2020			24
2/29/2020			24
3/1/2020	24		
3/2/2020	24		
3/3/2020		24	
3/4/2020		24	
3/5/2020			24
3/6/2020			24
3/7/2020	24		
3/8/2020	24		

That trial period may be extended for one additional one-year period if agreed in writing signed by the Fire Chief and the Union President and submitted to the city manager no later than January 15th of each year.

If no agreement for extension of the trial period is reached by January 15, 2021, the trial period will end at the conclusion of the FLSA cycle that includes February 20, 2021, and Members will return to a fifty-six (56) hours per week average, which shall be managed in the same manner as the schedule in effect prior to the trial.

If, at any time after the first year of the trial, the parties agree that the 48-96 work schedule should become permanent, the parties will present that recommendation to city council together

with a proposed amendment to this agreement and proposed changes to Section 19-96(b)(1) of the Code of Ordinances.

If the parties fail to reach an agreement by January 15, 2022, to make the 48-96 work schedule permanent, or if council fails to approve the proposed amendment and proposed ordinance amendment, the trial period will end at the conclusion of the FLSA cycle that includes February 20, 2022, and Members will return to a fifty-six (56) hours per week average, which shall be managed in the same manner as the schedule in effect prior to the trial.

If the department reverts back to the prior schedule, the residency requirement contained in this section will no longer apply to the members with no additional action needed by either party.

Data Collection

The following metrics may be collected on the 48-96 schedule:

- | | | |
|-----------------------|-----------------------|----------------------------|
| (a) Overtime Costs | (e) Employee Injuries | (i) Disability Leave Costs |
| (b) FLSA Compensation | (f) Turnout Time | (j) Constant Staffing |
| (c) Sick Leave | (g) NFIRS Completions | |
| (d) Vehicle Accidents | (h) Absence Rates | |

Data on each of the Metrics in comparison to the time periods prior to the 48-96 work schedule will be reported annually in a written information memorandum addressed to City Manager. The first information memo will be due on January 15, 2020 and each January 15th thereafter.

Non-emergency operations such as, but not expressly limited to, inspections, apparatus and equipment maintenance, fire and EMS training, fire hose and fire hydrant testing, and facilities cleaning and maintenance shall be normally scheduled from 07:00 to 17:00 daily, including Saturdays and Sundays. The City reserves the right to schedule training and public relations assignments outside of normal work hours.

The City shall supply each Member two (2) wallet-sized shift calendars and two (2) letter-sized shift calendars.

Residence Location

In order to assure adequate response time under the 48/96 work schedule for constant staffing and emergencies requiring additional personnel, the parties agree that as a condition of employment, all employees hired on or after October 1, 2019, shall have their permanent residence within a thirty-five (35) mile radius of Fire Station 1, 201 Orr St., Columbia, Mo 65201. A diagram showing the approximate area covered by the thirty-five (35) mile radius is attached for references purposes only. Members hired on or after October 1, 2019 who reside outside of this area must change their permanent residence to a location that complies with this requirement within one hundred and eighty (180) days of their hire date or one hundred and eighty (180) days of the effective date of this agreement, whichever is later. Members hired prior to October 1, 2019, shall not move their permanent residence to a location that is further than their current residence, as provided to the City as of October 1, 2019. If the department reverts back to the prior schedule, the residency requirement contained in this section will no longer apply to the members with no additional action needed by either party.

Call-in for Duty

In order to assure that staffing levels are met as agreed, Members must provide the Department with a phone numbers capable of receiving both text and phone calls and must respond at the earliest opportunity to any message from Department personnel regarding call-in for duty if the message requests a response. It is agreed that checking texts or voice messages for a call-in request and responding to those requests is a de minimis activity for purposes of the Fair Labor Standards Act.

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. The issue of salaried compensation shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

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.

ARTICLE 3
COMPENSATION

Section 3.01. FLSA and Payroll System

Firefighters shall be paid in accordance with Section 19-96(b)(1) of the Code of Ordinances.

The Union agrees that the City may require automatic (direct) payroll deposits into the individual accounts of the employees. Members shall be paid bi-weekly in accordance with the current practice of the City.

Section 3.02. Salaries

The City will make the following pay adjustments. The effective date of the pay adjustments is September 22, 2019. Adjustments herein will be made in the order presented.

- The City will adopt pay ranges recommended by Paypoint HR as presented to city council for its consideration at the June 10, 2019 budget work session.
- The City will move classifications to new pay grades recommended by Paypoint HR.
- The City will move any Member paid below the new minimum to the new minimum pay for their classification.
- Incremental move to midpoint. The following increases are contingent on a Member achieving at least one score of 2.0 or higher in the 2018 or 2019 annual performance evaluation.
 - For Members with a minimum of 3 years' time in classification as of March 1, 2019, Member pay will be at least 40% of the difference between the new midpoint and the minimum for the Member's pay grade.
 - For Members with a minimum of 4 years' time in classification as of March 1, 2019, Member pay will be at least 70% of the difference between the new midpoint and the minimum for the Member's pay grade.
 - For Members with a minimum of 5 years' time in classification as of March 1, 2019, Member pay will be at least the midpoint for the Member's pay grade.
- One-time time-in-classification adjustment to address pay compression for Members with more than 5 years in classification as of March 1, 2019. The following increase is contingent on a Member achieving at least one score of 2.0 or higher in the 2018 or 2019 annual performance evaluation.
 - The City will increase pay by 0.5% for each year a Member has been in classification above 5 years.
- After making the adjustments described above, the City will make a one-time across the board increase of 0.5% for all Members.
- Pay grade maximums will increase by the across the board percentage.
- No Member may receive an increase that exceeds the maximum for their pay range.
- The city will not increase the current employee contribution to health insurance premium costs during fiscal year 2020.

The issue of salaried compensation shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

In 2019, the City will engage in a discussion with employee representatives, including the Union, regarding the current pay plan. The discussions will occur in conjunction with the City's efforts to prioritize city services, with employee representatives having the opportunity to participate in the

presentation of information to City Council on the impact that compensation has on the delivery of city services. The City will meet at least once with the Union prior to October 2019 on these issues. The goal of the meeting(s) will be to develop a collective strategy for educating City Council on the impact compensation is having on delivery of City services and identify the role each party will have in conveying the information to the council.

In addition, the City will recommend to City Council that the Union be given the opportunity to engage the Council in discussion and dialogue at council work sessions on union concerns. The City will recommend two sessions of at least thirty minutes to be held in November or December, with at least one of the sessions in December. Specific dates and times will be determined in discussions between the parties.

Section 3.03. Paid Holidays

Except as indicated below, covered Members shall receive the equivalent of twenty-four (24) hours of pay at the Member's respective pay grade for the following recognized holidays:

- a. New Year's Day
- b. Martin Luther King Day (11.25 hours only)
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- i. The day after Thanksgiving Day (11.25 hours only)
- j. Christmas Day
- k. Floating Holidays as set forth in Section 19-121(c) of the Code of Ordinances

The issue of paid holidays shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

Section 3.04. Meal Allowance

The meal allowance shall be paid in accordance with 19-100 of the Code of Ordinances. Payment of this benefit is to be one-half on or about October 1, each year with an additional payment adjusted to reflect the actual days worked during the previous six (6) months on or about April 1 each year. Members leaving the Department will have their final pay as a Department employee adjusted to offset the amount of meal allowance applicable to days that were not worked.

Section 3.05. Hours of Duty Working in Higher Classification

When a Member works in a higher classification for a period of time greater than one (1) hour, the City will pay the Member 5% percent above the employee's present base rate for all regular and overtime duty hours worked in the higher classification.

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

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.

The issue of benefits shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

Section 3.07. Injured While On or Off Duty

The Union agrees that any Member who is injured while on duty shall be remunerated by the City, or its contracted insurance provider, in accordance with Section 19-123 of the Code of Ordinances and Chapter 19 Supplement, Administrative Rules, Transitional Duty Policy but for the following amendments:

1. During a Member's recovery the City may, at its discretion, require the Member to perform transitional assignments, provided that said transitional assignments are in accordance with the restrictions set forth by the Member's treating physician, and the requirement that transitional assignments be performed with the regular hourly rate of pay for the injured Member adjusted to a forty-hour rate;
2. Any injury incurred by a Member from the time the employee reports for duty until the time the employee is relieved from duty shall be considered to be a duty-related injury, and shall be reported as a claim to the City's workers compensation carrier. Reported claims will be paid if compensable in accordance with Missouri Workers' Compensation Law, Chapter 287 RSMo, and regulations promulgated thereunder;
3. Any disease of the lungs or respiratory tract, hypertension, hypotension, blood, bone marrow, body organs, cardiovascular-renal disease, cancers known to be associated with exposure to heat, smoke, gases, inadequate oxygen, hazardous materials including hazardous chemicals, compounds, and solvents, radiation, or a known carcinogen by the International Agency for Research on Cancer, NIOSH, Center for Disease Control, or the American Cancer Society, shall be reported as a claim to the City's workers compensation carrier. Reported claims will be paid if compensable in accordance with Missouri Workers' Compensation Law, Chapter 287 RSMo, and regulations promulgated thereunder;
4. Post-traumatic stress disorder, more narrowly defined as a condition of persistent mental and emotional stress occurring as a result of injury or severe psychological shock which arises from actual or threatened death, serious injury, witnessing the event(s) as it occurred to others, learning that the traumatic event(s) occurred to a close friend violently or accidentally, or from experiencing repeated or extreme exposure to aversive details of the traumatic event(s) shall be reported as a claim to the City's workers compensation carrier. Reported claims will be paid if compensable in accordance with Missouri Workers' Compensation Law, Chapter 287 RSMo, and regulations promulgated thereunder;
5. The Union and the City shall meet on at least an annual basis for the expressed purpose of reviewing the general care that Members of the CFD are receiving from the workers compensation carrier and by the physician/physicians contracted with to oversee that care.

Any Member who is injured or disabled on or off duty and is unable to perform the essential functions of the Member's job after the expiration of their FMLA leave may request a reasonable accommodation.

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 issue of professional development shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

Section 3.09. Personal Protective Equipment (PPE)

- A. The City shall purchase NFPA compliant PPE for Members.
- B. A Member may request uniforms and PPE if damaged. The Member's request must be approved by the Division/Battalion Chief.
- C. The City shall purchase American made apparel whenever feasible.
- D. It is the objective of the CFD to progress towards providing all Members a second set of NFPA compliant PPE. The City shall allow members to retain second set upon replacement of their primary PPE, when second set is in serviceable condition.
- E. The City will provide extractors in all fire stations. In the event of a malfunction of an extractor, the City will have repairs completed as soon as practical.

ARTICLE 4
LEAVE TIME

Section 4.01. Leave Time

The City shall provide for the Members Leave Time as outlined in Article V of Chapter 19 of the Columbia City Code of Ordinances which is in effect at the execution of this Agreement, and as explained in the Fire Department Policy on Leave Time (ATT-1).

ARTICLE 5
CONDITIONS OF THE AGREEMENT

Section 5.01. Savings Provision

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties will negotiate in good faith on replacing the invalidated language.

Section 5.02. Duration

Recognizing that some terms of the agreement may require a period of time after execution for fair and effective implementation of procedural changes required by this agreement, this Agreement shall become effective on October 1, 2019. However, the parties will endeavor to change policies and procedures to be consistent with this agreement as early as possible prior to the effective date, taking into account fairness to CFD bargaining unit Members and effective and efficient implementation of changes.

The Agreement shall remain in full force and effect until September 30, 2022. The City agrees that in 2022 the City will engage in collective bargaining with the exclusive bargaining representative designated or selected by majority of employees in accordance with Missouri law and in accordance with Section 19-25 of the City Code of Ordinances.

Section 5.03. Process for Negotiation of Succeeding Contracts

The parties agree that the following procedures are a supplement to the process established by 19-25 of the City Code of Ordinances and the process in Section 19-25 will be followed to its conclusion within the timeframes established in that section. If the following events occur, the supplemental procedures will apply:

1. Either party requests mediation pursuant to Section 19-25;
2. Mediator informs the parties in writing that the parties are at impasse;
3. Either the mediator issues an opinion as to a proposed resolution of the issues still in dispute and that opinion is rejected by at least one party, or the mediator declines to render the requested opinion.

Should all three of these events occur, all proposed items that have been tentatively agreed to shall be amalgamated into a new document, which will be referred to as the interim agreement; the representatives of the City and the Union will seek authority to execute the interim agreement, and, upon execution the interim agreement shall be controlling for a period of time up to two (2) years. The parties agree to good faith negotiations on issues still in dispute the following year, using the process established in Section 19-25. If the parties reach an agreement as to the resolution of the remaining issues, the parties will enter the agreement upon receiving authority as required by law. If the parties fail to enter an agreement as to the resolution of the remaining issues, then the following year the parties will conduct good faith negotiations on all matters in accordance with Missouri law and in accordance with Section 19-25 of the City Code of Ordinances.

Section 5.04. Exclusivity of Services

Notwithstanding Section 1.03 of this agreement, to the extent that this Section is in conflict with Section 19-26 of the City Code of Ordinances, this Section is controlling.

The core duties related to the provision of fire suppression and rescue, and ancillary duties related to emergency medical care normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. The ancillary services related to supporting the core duties of the Fire Department, including but not limited to: fire prevention, plan review, public education, community health, Member training, clerical or custodial work, hydrant testing, hose, pump, or ladder testing, and other similar functions shall remain the responsibility of the Fire Department. Said ancillary services, may be contracted, loaned, or detailed out to another entity provided such meets or exceeds the services currently provided by the Fire Department and can provide an economic advantage to the City.

This Section is not intended in any way to limit the City's right to participate in automatic and/or mutual aid arrangements with other cities or fire districts, nor is it intended to limit the City's management right to join or form a fire district, enter into cooperative services agreements with other public agencies, or reduce or consolidate services should the formation of a fire district or cooperative service agreement result in such.

In the event of any such action or discussions considering such actions set forth in this Section, the City shall notify the Union, and the Union shall be afforded a regular and substantive role in the process and in the development of whatever recommendation shall be made to the Columbia City Council.

If the City intends to explore the merger, consolidation, or outsourcing of fire suppression, rescue, or ancillary emergency medical services to another public agency, the City will provide notice to the Union of the City's intent to do so. The Union shall be afforded a regular and substantive role in the process and in the development of whatever recommendation shall be made to the Columbia City Council. The Columbia City Council may effect such a change if it determines that such actions will best serve the public welfare. The City will further provide a minimum notice of three months to the Union before the change goes into effect. The City will work in good faith with the successor in an effort to transfer Member jobs from the City to the successor under the terms and conditions of this Agreement.

Section 5.05. No Strikes, No Interference, No Lockout

The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Columbia Fire Department or the City of Columbia.

The Union and the Members shall not hinder nor prevent any entrance to or egress from fire houses or any other public buildings nor shall the Union or the Members obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, other ways of travel, or in any way interfere with emergency responses of the City.

The Union and the Members may engage in informational picketing consistent with and to the extent allowed by law. However, it is agreed that there shall be no picketing, informational picketing, or any similar action by any Members or group of Members represented by this Union without first exhausting the applicable procedure set forth in Section 19-238 of the Code of Ordinances and, upon exhaustion of the procedure, the Union shall also then be required to submit, in writing to the City Manager, one (1) week prior to such picketing, a written statement explaining or setting forth the entire reasons for which such picketing shall occur.

If the City believes that any Member or group of Members represented by this Union is in violation this Section, the City shall immediately notify the Union of such concerns, and the Union shall take immediate affirmative action to prevent such acts and take all necessary steps to ensure that work will be properly and orderly resumed. Violation of the provisions of this Section may result in disciplinary action being taken against the participating Members up to and including termination.

The City agrees that during the period of this Agreement there shall be no lockout of Members of the Union.

Section 5.06. Matters subject to annual negotiations

The parties agree that through the collective bargaining process, the City and the Union discussed, but were unable to reach an agreement for the full term of the contract on the resolution of issues in the following sections:

1. Section 2.12 – Apparatus Staffing
2. Section 2.18 – Fire Marshal’s Division (Compensation only)
3. Section 3.02 – Salaries
4. Section 3.03 – Holidays
5. Section 3.06 – Benefits
6. Section 3.08 – Professional Development

The City and the Union shall engage in good faith negotiations on these issues in accordance with Section 19-25 of the Code of Ordinances. Those negotiations will occur annually unless the parties reach agreement on a longer time period on any issue. If an agreement is reached, the parties’ representatives will execute the agreement upon receiving authority as required by law. No agreement is effective until executed.

Section 5.07. Ordinance Amendments

The parties have agreed that certain issues raised in the collective bargaining process are appropriately resolved through amendments to the City of Columbia Code of Ordinances. Therefore, proposed amendments to the following ordinances are attached hereto:

- 19-25
- 19-96
- 19-238

Parties agreed in negotiations that these amendments would be presented to city council in conjunction with the ordinance seeking authority for the city to enter this agreement and that the Union need not enter this agreement if the proposed amendments are not passed by city council in the form attached hereto.

Section 5.08. Approval of the Agreement

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: _____
_____, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Attorney

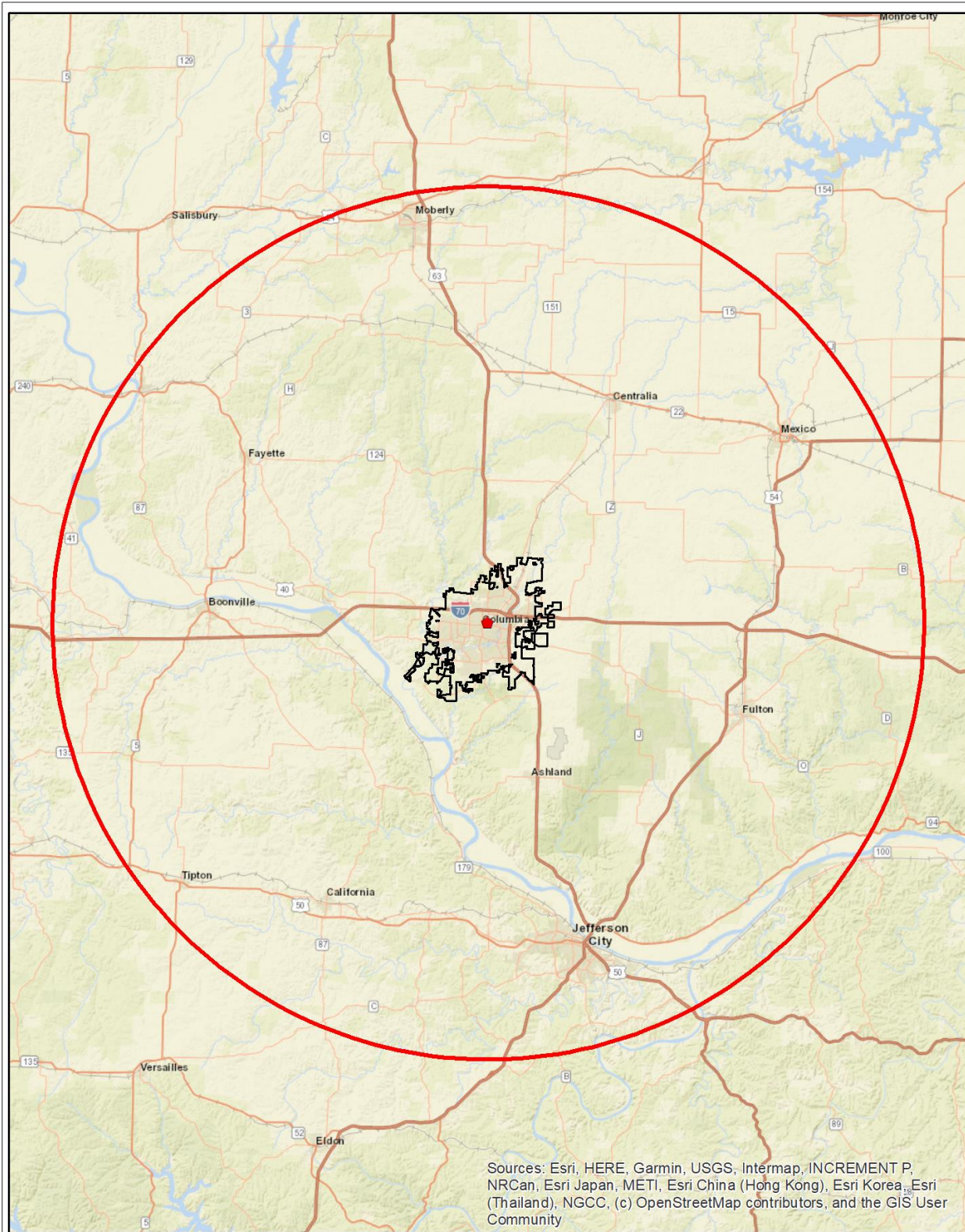
I hereby certify that there is a balance in the appropriate accounts otherwise unencumbered and sufficient to meet the financial obligations contemplated by this agreement.




Janet Frazier, Interim Director of Finance

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

_____, President
IAFF Local 1055

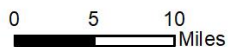
_____, Secretary/Treasurer
IAFF Local 1055



-  Columbia City Limit
-  Fire Admin Office
-  Residency 35 Mile Buffer

Fire Residency - 35 Mile Radius

CITY of COLUMBIA, MISSOURI



July 2019