

FIRST 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 2.03, 2.18, 3.02, 3.03, 5.06 and 5.07 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 2.03 of the CBA is replaced with the following provision;

Section 2.03 Promotional Process for Fire Engineer and Fire Captain

- I. It is the policy of the Columbia Fire Department to promote personnel in a manner that is consistent with the City of Columbia personnel rules and regulations.
- II. Promotional processes may include, but are not limited to, one or more of the following components:
 - A. Written examination;
 - B. Practical Evolution;
 - C. Tactical Exercise;
 - D. Oral Interview;
 - E. Others as needed.
 1. Specific components to be utilized will be announced prior to the start of the promotional process, as well as the weight value of each component.
 - a) This announcement will generally precede the online job posting. The position will generally be posted thirty (30) days, but not less than three (3) weeks prior to the start of the first process components.
 2. Applicants must pass each of the specific components outlined in the announcement to make the eligibility roster.
 3. Prior to conducting the written test, the test questions will be reviewed by a committee established by the Fire Chief and will include one Fire Captain with Instructor II certification selected by Local 1055.
 - a) Prior to and following the written test, applicants shall not have access to view written tests or appeal the use of specific questions.

- b) There will be a minimum of 48 hours between the written examination and the next component of the process that will be administered.
- c) Applicants will be notified of their individual written test score prior to their participation in the next component of the promotional process
- d) There shall be a minimum of two (2) people assigned to grade and review written tests once they are completed by the testing applicants.

III. Employees interested in participating in the promotional process are to submit an application to the Human Resources Department by the established deadline.

A. Minimum qualification for the position must be met by the application deadline.

- 1. Eligibility requirements are established in Standard Operating Procedure PER 10 and shall be the minimum requirements for members to be eligible to test for the respective positions.

IV. Fire Engineer Postings will include a date for practical testing and an alternate date for testing should the original date be canceled.

A. In an effort to ensure a similar testing environment for all applicants an alternate test date will be scheduled to occur on the same shift as the primary test date. (i.e. if the test is scheduled for a shift 1 day, the alternate date will also be a shift 1 day.)

V. Promotional tests will be administered annually, in accordance with Standard Operating Procedure PER-10; however, if at any point, due to an emergency situation, the Fire Chief determines a need to delay the testing process, the Fire Chief will notify the union President and meet with the JLM in accordance with the provisions of section 1.01 of this agreement.

A. If at any point during the time of the delayed test process, the eligibility roster falls below five (5) qualified candidates, the Fire Chief has the same option to continue to promote from or dissolve the eligibility list as defined in subsection X, A, 3 of this section.

VI. The Department will not reschedule selection process components for applicants unable to participate on the scheduled date unless required by law.

VII. Promotional exams require participants to meet the physical standards that are related to and consistent with the requirements to perform the position. For this reason, employees must be available for full duty on the date of the promotional process in order to be eligible to participate.

A. Employees who are on sick leave due to personal medical conditions or illness during the normal duty day of the promotional process will not be eligible to participate.

VIII. Once a promotional process is complete and the Eligibility Roster has been certified, applicants are to be notified of their ranking on the Eligibility Roster.

A. Limited individual results will be released by category for each remaining component of the testing process.

1. Scoring Categories shall be as follows:

- a) Outstanding = Percent score 90-100
- b) Good = Percent score 80-89
- c) Acceptable = Percent score 70-79
- d) Failed = Percent score below 70

2. Applicants will not be given an opportunity to review individual tests.

B. Human Resources will provide the Fire Chief with an eligibility roster, listed in order by score, with the highest score at the top and proceeding down the list to the lowest score.

1. Individual ratings are to be provided to the Fire Chief

2. Eligibility Rosters are closed records pursuant to Sec. 2-25.3 of the City Code of Ordinances.

3. Promotions shall occur from that roster until the subsequent eligibility roster is certified for the same rank, subject to subsection X, A, 3 of this section.

a) The subsequent eligibility roster shall be certified and take effect no later than ten (10) business days after the completion of the final component of the promotional process.

(1) The Fire Chief will send an email to all CFD employees to notify them that a new eligibility roster has been certified by the Human Resources Department.

(2) For good cause and in extenuating circumstances, this time frame may be delayed and a notification to the Union President shall be made upon determination of said circumstances

IX. Informal Interviews conducted at any point after the eligibility roster has been established

A. If there are five (5) or more qualified candidates on an eligibility roster, the Fire Chief or the Chief's designee(s) is to interview individually with at least the top five (5) candidates to determine a final selection.

1. Any informal interview that occurs with the Fire Chief or the Chief's designee after the Eligibility Roster is established will only be used to determine a final selection and will not impact an applicant's status on the eligibility roster.

B. If, during the interview, additional factors are being considered, those additional factors shall be applied in a manner that is fair, consistent and meets the requirements of the City of Columbia personnel rules and regulations.

1. Additional Factors may include;

- a) Applicable education and experience;
- b) Seniority;
- c) Performance Evaluations for the last two (2) years;
- d) Attendance record;
- e) Training record for the last two (2) years;
- f) Disciplinary action for the last two (2) years.

C. If, at the sole discretion of the Fire Chief, an interview is not necessary to make a final selection, the Fire Chief may forgo the interview.

X. The Fire Chief shall make a selection from any of the top five (5) qualified candidates.

A. If the Fire Chief elects to skip over a higher-ranking candidate and promotes a lower ranking candidate, based on the order of the eligibility roster provided by Human Resources, the higher-ranking candidate shall have ONE (1) opportunity to schedule a meeting with the Fire Chief or the Fire Chief's designee for the purpose of professional development.

1. Any discussion, decision, or information gleaned from this meeting with the Fire Chief shall NOT be subject to a complaint or grievance as defined in Article VI, Division 7 of Chapter 19 from either the Union or the individual member.

2. This shall be considered a professional development opportunity for the candidate/member and shall be used only as such.

3. If at any time an eligibility roster contains fewer than five (5) qualified candidates, the Fire Chief shall inform the membership of the Fire Chief's intent to continue to promote from the current list or dissolve the current list and create an acting position.

a) If the Fire Chief elects to dissolve an eligibility roster containing less than five (5) qualified candidates and create an acting position, the Fire Chief may select either a qualified candidate from the dissolved list or select another member from the five (5) most senior members of the eligible rank to serve in the acting position.

B. The Fire Chief or the Fire Chief's designee will announce promotions for Fire Engineer and Fire Captain within ten (10) business days after the Fire Chief or the Fire Chief's designee announces a vacancy by email to all CFD employees, subject to subsection X, A, 3 of this section.

XI. The following additional provisions apply to all promotional processes;

A. Within forty-five (45) days of the completion of the promotional process, a post test debrief will be scheduled to discuss the selection process and identify possible opportunities for improvement for future selection processes.

1. This debrief shall include staff from Human Resources, Fire Administration, Training Division and the Union President or their designee.
- B. The Fire Department and the Human Resources Department shall establish a “shared responsibility procedure” that outlines the responsibilities of each department and time frames required to conduct each promotional process.

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

Section 2.18 Fire Marshal’s Division

I. Work Schedule

- A. Assistant Fire Marshals assigned to the Marshal’s Division have the option to work either of the following two (2) work schedules:
 1. Five (5) Day, Eight (8) hour shifts;
 2. Four (4) Day, Ten (10) hour shifts.
- B. The “rule of two” applies to all work days where two members of the Division shall be on duty.
 1. Vacation may be granted as long as the “rule of two” on duty is met
 - a) Advance requests for vacation will be denied when the “rule of two” is not met.
 2. The Fire Marshal shall not be included as staff in the “rule of two.”
- C. During weeks which contain City paid holidays, members of the division have the option to flex time in any approved manner consistent with the City policy and with approval of the Fire Marshal.
 1. During the week of Thanksgiving, the “rule of two” will be waived so long as there is at least one Assistant Fire Marshal on duty during normal work hours on days that are not City recognized holidays.
- D. Through the JLM Committee, this schedule for the members of the Division can be altered with an agreement by both parties.

II. Compensation

- A. Assistant Fire Marshals assigned to the Marshal's Division shall be paid in accordance with the pay schedule described in section 3.02 of this agreement.
- B. Compensation shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06.

III. Professional Development

- A. 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;
 - 1. Missouri State Fire Inspector 1;
 - 2. Missouri State Fire Investigator 1;
 - 3. Missouri State Fire Instructor 1.
- B. If a member is selected to be promoted 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.
- C. 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).
 - 1. Professional Fire and Fraud Investigators Association;
 - 2. International Association of Arson Investigators;
 - 3. Kansas City Arson Task Force;
- D. 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.

IV. Apparatus

- A. 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.

V. Standby and Call-In

A. 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

- I. Effective on October 1, 2023, the City agrees to increase member pay for eligible members by 4.25% and shall adjust the steps in the pay scale to reflect such 4.25% increase.
- II. Following the adjustment in Section 3.02(I), eligible members shall move one step.
- III. The new pay steps incorporating the 4.25% increase to the pay scale shall be set forth below:

Job Title	Type of Pay Rate	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter I	2912 Hourly	\$ 16.59	-	-	-	-	-
Firefighter I	2080 Hourly	\$23.22	-	-	-	-	-
Firefighter II	2912 Hourly	\$ 18.24	\$ 18.61	\$ 18.97	\$ 19.35	\$ 19.70	\$ 20.08
Engineer	2912 Hourly	\$ 22.14	\$ 22.59	\$ 23.04	\$ 23.48	\$ 23.93	\$ 24.37
Captain	2912 Hourly	\$ 27.47	\$ 28.14	\$ 28.81	\$ 29.48	\$ 30.15	\$ 30.83
Training and Safety Captain	2912 Hourly	\$ 27.47	\$ 28.14	\$ 28.81	\$ 29.48	\$ 30.15	\$ 30.83
Asst Fire Marshal	2080 Hourly	\$ 37.52	\$ 38.27	\$ 39.04	\$ 39.82	\$ 40.62	\$ 41.43

IV. Implementation of the pay scale shall be as follows;

- A. The parties agree that the pay scale above shall be in effect as provided herein. All new members shall enter the grade at the entry step as illustrated in the chart above.
- B. If a member is currently above the top step, that employee will remain at the current pay rate.
- C. 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.
- D. The plan shall work as follows;
 - 1. 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.
 - 2. At the beginning of the pay period following successful completion of the probationary period, members in the Firefighter I grade will move to the “Firefighter II” grade and their pay will increase to the entry step of the “Firefighter II” grade and their pay will increase to the entry step of the Firefighter II scale.
 - 3. Upon promotion, the member will move to the entry step of the next grade.
 - 4. Upon reaching step five in any of the respective grades, members shall not receive an increase to their base pay rate that exceeds the step to which the member is assigned.
- V. The issue of salaries shall be subject to annual negotiations during the term of the contract in accordance with Section 5.06

Section 3.03 of the CBA is replaced with the following provision;

Section 3.03. Paid Holidays

- I. 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. Juneteenth (11.25 hours only);
- E. Independence Day;
- F. Labor Day;
- G. Veteran's Day; (11.25 hours only)
- H. 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 City's Code of Ordinances.

Section 5.06 of the CBA is replaced with the following provision;

Section 5.06 Matters subject to annual negotiations

- I. 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:
 - A. Section 2.18 – Fire Marshal's Division (Compensation Only);
 - B. Section 3.02 – Salaries;
 - C. Missouri Firefighters Critical Illness Pool;
 - D. City of Columbia Firefighters Retirement Plan;
 - E. Missouri LAGERS Public Safety Plan;
 - F. 2% match for deferred compensation;

- II. The City and the Union shall engage in good faith negotiations on these issues in accordance with Section 19-25 of the City's Code of Ordinances.
 - A. Those negotiations will occur annually unless the parties reach agreement on a longer time period on any issue.

 - B. If an agreement is reached, the parties' representatives will execute the agreement upon receiving authority as required by law.

 - C. No agreement is effective until executed.

Section 5.07 of the CBA is replaced with the following provision;

Section 5.07 Ordinance Amendments

I. 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

A. Therefore, proposed amendments to the following ordinances are attached hereto;

- 1. 19-97
- 2. 19-101
- 3. 19-121

II. 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.

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: _____

De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

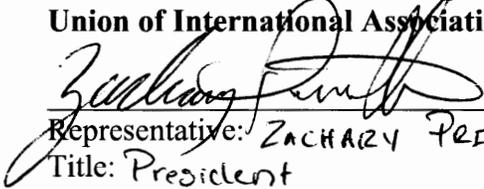
By: _____

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, Finance Director

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



Representative: ZACHARY PREVETTE
Title: President

Date: August 31, 2023



Representative: Brian P. Davison
Title: Secretary (Treasurer)

Date: August 31, 2023

Sec. 19-97. - Standby/on-call provisions.

- (a) A department head or duly authorized supervisor shall prepare a roster of permanent employees assigned to standby duty. Employees shall receive, insofar as possible, a month's notice, and assignments shall be posted on accessible bulletin boards. Emergency employees such as police and fire may be excluded from this provision pursuant to departmental rules and regulations.
- (b) All personnel assigned to standby shall be instructed that they must be easily reached, capable, sober and ready to work at any time during their standby period. This condition shall be a mandatory part of the assignment.
- (c) No employee on standby duty is expected to attempt any procedure which the employee considers unsafe within requirements of the operation. If additional help is required to perform a job, the employee shall follow specified department procedures. Safety equipment and procedures shall be used as during regular working hours.
- (d) Standby duty normally shall be one (1) week in duration, rotated among qualified employees. An employee shall be removed from standby duty if deemed incapable due to illness, or other sanctioned, cleared emergency as determined by the duly authorized supervisor; and remunerated on a daily basis. A permanent employee must have been in pay status during the normal working day in order to be eligible for the daily twenty dollars (\$20.00) standby remuneration, except on weekends or normally scheduled days off. If an employee requests sick leave during a part or whole day standby duty is assigned, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on standby, taking into account all circumstances pertinent to the matter.
- (e) Employees designated by the city manager or department head may be provided with beepers or cellular telephones so that they may be reached in the event of an emergency. Unless such employees are specifically told that they are in on-call status or are instructed as set out in subsection (b) above they are not on standby or on-call status and are not entitled to additional compensation.
- (f) A permanent employee on standby shall receive standby compensation of twenty dollars (\$20.00) per day except that an employee on standby during the permanent employee's scheduled day off shall receive standby compensation of twenty-five dollars (\$25.00) per day. A permanent employee on standby during a recognized city holiday shall receive an additional twenty dollars (\$20.00) for being on standby on such a day.

Sec. 19-101. Shift differential.

All overtime eligible city employees, except temporary employees and employees on twenty-four-hour service shifts, shall be paid a shift differential for all hours worked between 6:00 p.m. and 6:00 a.m. of one dollar (\$1.00) per hour.

Sec. 19-121. Holidays.

Following local and national custom in order to allow city employees to celebrate certain holidays by having a day off work without loss of pay, the following provisions shall apply:

(a) Permanent employees shall be entitled to the following designated paid holidays:

- (1) New Year's Day, January 1;
- (2) Memorial Day, the last Monday in May;
- (3) Independence Day, July 4;
- (4) Labor Day, the first Monday in September;
- (5) Thanksgiving Day, the fourth Thursday in November;
- (6) Christmas Day, December 25.

(b) Permanent employees shall be entitled to the following paid holidays:

- (1) Martin Luther King, Jr., on the third Monday in January;
- (2) Juneteenth, June 19;
- (3) The day after Thanksgiving;.
- (4) Veterans Day, November 11.

Rather than time off, fire department shift employees shall receive additional compensation in the amount of eleven and one-quarter (11.25) hours at their regular pay for these four (4) days. Permanent part-time employees shall receive holiday pay on a prorated basis. All other permanent employees shall receive time off or their regular compensation in accordance with the terms of this section.

(c) Permanent employees, upon completion of twelve (12) continuous months of service, shall be entitled to four (4) floating holidays per fiscal year and granted on October 1st of each year. Newly hired permanent employees shall have these four (4) floating holidays prorated for the remainder of the fiscal year following their first twelve (12) continuous months of service.

(1) Upon leaving city service, an employee shall be reimbursed for accrued floating holidays, provided that in the case of resignation, required notice has been given. (See section 19-202.)

(2) An employee may accrue a maximum of ten (10) floating holidays. An employee shall receive pay at the regular rate at the end of each fiscal year for each hour of floating holiday which the employee would have accrued if the maximum accrual limit had not been established.

(3) Floating holiday leave must be requested at least two (2) calendar days in advance. Exceptions to this provision may be granted by an employee's supervisor.

(4) In order to ensure fire department constant staffing requirements are met, employees of the fire department may not take floating holiday hours unless approved, in advance, by the department head, or duly authorized representative. If a request to use floating holiday hours is denied, the employee may be paid in lieu of such leave at the regular rate of pay during the next regular pay period. This subsection shall not apply to unclassified positions or civilian employees in the fire department.

(d) Overtime eligible employees shall be eligible for a holiday only when they are in pay status the entire working day or shift preceding and following the holiday.

(e) Holiday leave shall not be combined with other leaves or other forms of paid absence to increase the compensation due when a holiday occurs. Employees shall not take compensatory time off or vacation leave on a holiday or a day that is treated as a holiday pursuant to this section. If an employee is on sick leave or injury leave on a holiday or a day treated as a holiday pursuant to this section, the employee shall not be charged with or paid for sick leave or injury leave, but rather shall be paid only for the holiday.

(f) It is the purpose of this section to provide overtime eligible employees with a day off work without loss of pay rather than an extra day's pay when the employee must work. Acknowledging that some employees must work on days treated as holiday, the following rules apply to overtime eligible employees:

(1) All non-shift employees shall take off the exact date of a designated holiday, except that if the holiday falls on Saturday employees shall take off the preceding Friday and if the holiday falls on Sunday employees shall take off the following Monday.

(2) When the holiday falls on any shift employee's regularly scheduled day off, the holiday shall be treated as though it had fallen on the next scheduled work day.

(3) Overtime eligible employees, other than fire department shift employees, whose normal job or shift does not ordinarily, but because of unique circumstances may, require a performance of duty on a holiday shall be paid eight (8) hours pay at their regular rate for the holiday plus be paid time and one-half (1/2) for all hours worked on the holiday.

(4) Overtime eligible employees, other than fire department shift employees, whose normal job or shift requires performance of work on holidays shall be paid eight (8) hours pay at their regular rate for the holiday and in addition be paid at the regular rate for all hours worked within their regular working hours. For all hours worked outside of regularly scheduled working hours, overtime rates shall apply.

(5) Fire department shift employees required to work on a holiday or a day treated as a holiday shall be paid for the holiday as provided for in this section and in addition be paid at the regular rate for all hours actually worked within their regular working hours.