# Amendment to the Collective Bargaining Agreement

## **Between:**

# The City Of Columbia, Missouri

## And

# The Columbia Professional Firefighters, I.A.F.F. Local 1055

For the Purpose of Permanently Establishing a 48/96 Work Schedule

**Effective Date:** 

This Amendment is effective on the date of the last signature below.

This amendment replaces Section 2.17 of the collective bargaining agreement in effect for the period from October 1, 2019 to September 30, 2022 ("CBA" or "Agreement"), as indicated herein. Except as expressly replaced herein, all provisions of the existing CBA continue to apply up to the time of expiration on September 30, 2022. Terms defined in the Agreement shall have the same definition in this amendment.

### Section 2.17

### Shift Schedule

Effective beginning at the execution of this agreement, both parties agree that Members assigned to a fifty-six (56) hour per work week average under Chapter 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.

Both parties agree that the FLSA cycle implemented with the change to the "48-96 shift schedule" of one eighteen (18) day FLSA cycle will remain in place so long as the members work the 48-96 shift schedule.

### **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 Street Columbia, MO 65201. A diagram showing the approximate area covered by the thirty-five (35) mile radius is attached for reference purpose only. Members hired on or after October 1, 2019 who reside outside of this area must change their permanent residence 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.

For Members hired prior to October 1, 2019, whose residence as provided to the City as of October 1, 2019 was more than thirty-five (35) miles from Fire Station 1, those members shall not move their permanent residence to a location that is further than their residence as provided to the City as of that date.

For Members hired prior to October 1, 2019, whose residence as provided to the City as of October 1, 2019 was less than thirty-five (35) miles from Fire Station 1, those members shall not move their permanent residence to a location that is further than thirty-five (35) miles from Fire Station 1.

#### **Call-In for Duty**

In order to assure that staffing levels are met as agreed, Members must provide the Department with a phone number 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.

#### **Approval of the Amendment**

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

#### **City of Columbia**

By: \_\_\_\_

John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

Ву: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: 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 Amendment.

By:

Finance Director

#### Columbia Professional Firefighters Union of the International Association of Firefighters Local 1055

Zachary Privette, / President, IAFF Local 1055 0

Thomas Schonhardt Secretary/Treasurer, IAFF Local 1055

Date: 01/25 /2021

