THIRD AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF COLUMBIA, MISSOURI

AND THE

COLUMBIA PROFESSIONAL FIREFIGHTERS I.A.F.F LOCAL 1055 This amendment replaces, amends and supplements Sections 2.19, 3.02, 3.06, 3.10, and 5.06 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 2.19 of the CBA is added as follows:

Section 2.19 Social Media

- I. This Section is in addition to the City of Columbia's Administrative Rule, Article III, Section Y Social Media and Community Engagement as well as any Fire Department Policies related to such subjects.
- II. The City will provide notice of any proposed change to Administrative Rule, Article III, Section Y and upon request by Local 1055, will negotiate in good faith over the impact of proposed changes.
 - A. Any social media policy adopted by the City shall not be interpreted to restrict employees' concerted activity nor shall their constitutional right to collective bargaining be limited.
 - B. Employees are allowed to access personal social media accounts provided such use does not interfere with or delay any work-related task and is in compliance with the rest of the provisions of the Administrative Rule.
 - C. Employees shall not be disciplined for speech that is protected by the First Amendment, or any other law.
 - 1. Non-protected speech may form the basis for discipline in accordance with applicable laws.
 - D. Official Union Use of City or Department Logo
 - 1. The Union may, at times, create pictures or videos for the use of public outreach, education and to highlight the employees represented by the Union and serving the City of Columbia in compliance with General Policy GEN-11.
 - a) No images containing or depicting any identifiable City of Columbia, MO Fire Department personnel, uniform, equipment, facility, or apparatus may be sold, printed, scanned, emailed, posted, shared, or distributed in any manner without the approval of the Fire Chief or designee.
 - E. Violations

- 1. The City shall request complainants to document or provide proof of a social media violation. Proof of a social media violation may include, but is not limited to, identifying information, printing of the posting, internet address, date of posting or date printed. If unable to print directly, a print screen to a word processing document may be submitted for investigation.
- 2. All discipline is subject to the current collective bargaining agreement, ordinance and department policies in effect at the time of the discipline.

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

Section 3.02 Salaries

I. Effective on the beginning of the pay period following City Council approval, the City agrees to increase member pay for eligible members by 2% and shall adjust the steps in the pay scale to reflect such 2% increase. The new pay steps incorporating the 2% increase 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	\$ 16.92	-	-	-	-	-
Firefighter I	2080 Hourly	\$23.68	-	-	-	-	-
Firefighter II	2912 Hourly	\$ 18.61	\$ 18.98	\$ 19.36	\$ 19.75	\$ 20.14	\$ 20.54
Engineer	2912 Hourly	\$ 22.58	\$ 23.03	\$ 23.49	\$ 23.96	\$ 24.44	\$ 24.93
Captain	2912 Hourly	\$ 28.02	\$ 28.70	\$ 29.39	\$ 30.07	\$ 30.75	\$ 31.44
Training and Safety Captain	2912 Hourly	\$ 28.02	\$ 28.70	\$ 29.39	\$ 30.07	\$ 30.75	\$ 31.44
Asst Fire Marshal	2080 Hourly	\$ 38.27	\$ 39.04	\$ 39.82	\$ 40.62	\$ 41.43	\$ 42.26

- II. Effective September 29, 2024, Eligible members shall move one step.
- III. 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.

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

Section 3.06. Benefits

- I. 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:
 - A. Uniform Pension Plan as set forth in City of Columbia Code of Ordinances Chapter 18, Article II, Division 3 and Division 6;
 - B. 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;
 - C. Health, Dental, and Vision Insurance;

- D. 457 Retirement Savings Plan;
- E. 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;
- F. Life Insurance;
- G. Long Term Disability Insurance;
- H. Employee Assistance Program;
- I. PTSD Employee Assistance Program.
 - 1. In the event the current provider is no longer willing or able to provide counseling services as described in the scope of services for the current contract for this program, the City will notify the union within seven days and, unless otherwise agreed, seek a new provider through the procurement process required by Chapter 2, Article X of the Code of Ordinances.
 - 2. The City will act as expeditiously as is practical and lawful to obtain a new provider through its procurement process, with the goal of completing the procurement and contracting process in no more than 120 days, provided qualified providers submit a response to the RFP.
 - 3. In the event the City does not receive a response from a qualified provider the City will discuss with the union whether a revision to the terms of the RFP is appropriate; following that discussion the city will reissue the RFP at least one additional time either under the terms of the current scope of services or under such other terms for the scope of service as are agreed by the Union and the City.
 - 4. If, following the second issuance of the RFP the City does not receive a response from a qualified provider the City and the Union will negotiate in good faith over what steps should be taken to resume this counseling program.
 - 5. Counseling services as provided by this provision of the contract will resume as soon as practicable following procurement of a qualified provider.
- J. Missouri Firefighter Critical Illness Pool: Effective upon City Council's approval of the Municipal Ordinance and Trust Pool Agreement with the Missouri Firefighter Critical Illness Pool (mid-year), the City will join the Pool at the \$200,000 level. The City will fund the pool at the \$200,000 level for the remainder of the calendar year 2024 and calendar year 2025.
 - 1. The City and the Union agree that education on the actions for prevention and early detection of cancer in the Fire Service will continue in accordance with CFD SOG-40 Cancer Reduction, which meets or exceeds the requirements listed by the Critical Illness Pool.
- II. 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.

- A. It is agreed that when said evaluations are undertaken, the Union will be notified.
- B. Prior to implementation of health insurance premium changes, the City will provide the Union with the proposed changes. Upon request from the Union, the City will meet with the Union to discuss health insurance premium changes if the request is made within 10 business days from notification.

Section 3.10 of the CBA is added as follows:

Section 3.10 Field Training Officer Program

I. The City agrees to work in good faith with Local 1055 to establish a work group with Fire Administration and members of Local 1055 to develop a proposal for the formation of a formal Field Training Officer program that is financially feasible and in the best interest of the Fire Department. The proposal must be reviewed and approved by the full negotiating team and Local 1055 membership. Upon approval, an amendment to Section 19-99 will be submitted to City Council for consideration.

The list under Section 5.06 is removed in its entirety.

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:

Ву: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:

Nancy Thompson, City Attorney

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

h ha resident Representativ Title:

Date: 6

Representative: Title: Secretary Treasurer

Date: 6/11/24