

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN:

THE CITY OF COLUMBIA, MISSOURI

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

EFFECTIVE DATE:

OCTOBER 1, 2017 THRU SEPTEMBER 30, 2019

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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 IAFF Local 1055 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 Local 1055 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 would normally be considered a mandatory subject of bargaining: wages and other forms of compensation, staffing, overtime, fringe benefits, and leave time;
3. Working conditions or OB's defined within this Agreement or which the JLM Committee is at the time discussing.

The JLM Committee shall support the committees in place in the CFD, shall appoint members to serve as committee representatives on said committees as need arises, and may establish additional committees or consolidate current committees to meet the organizational needs of the CFD.

Section 1.02. 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.

Fire Department Policies and Procedures

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. 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.

Section 1.03. Classification of Bargaining Representative

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of 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 in the unit found appropriate for the purposes of collective bargaining in Public Case Number 1977-088.

IAFF Local 1055 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 1.04. 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 1.05. 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.

Notification

This notification provision applies to union business, union meetings and city council meetings. Members 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 City's Members on the premises of the City at a time and place agreed upon by the Fire Chief and the Local 1055 President for the purpose of conducting Union business, including the holding of elections. There shall not be attendance of these meetings by non-Columbia Fire Department persons without the express advanced approval of the Fire Chief. The city will allow one (1) union officer per station 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 his/her authorized representative.

All other members will follow OB ATT-9, included as an Appendix to this Agreement, to attend general membership meetings.

Should the Union elect to hold Union Meetings on City property, the parties agree that P

pursuant to Section 19-39 of the Code of Ordinances, the Union will refrain from engaging in political activity during said meetings.

City Council Meetings

The Local 1055 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.

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

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

Section 1.06. 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 1.07. 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 written request for Union representation, 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 1.08. Display of Union Insignia

The parties agree that, in accordance to Section 5.06.1 of this Agreement, the issue of the display of union insignia on City property is unresolved and shall be subject to further discussion in accordance with Section 5.06 of this Agreement.

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;
5. Duty hours, shift schedule, and work scheduling shall continue as practiced at the execution of this Agreement. 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. The City reserves the right to schedule training and public relations assignments outside of normal work hours;
6. The City shall supply each Member two (2) wallet-sized shift calendars and two (2) letter-sized shift calendars.

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 Marshall'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, included as an Appendix to this Agreement.

- 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 and may be supplemented by relevant factors such as individual seniority, work performance, attendance and past disciplinary action. Whenever possible and practical, a selection is to be made from the top five (5) qualified candidates. Obvious exceptions to this guideline may be made in the case of acting assignments (e.g., Fire Marshal's Division). 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:** 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.

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, included as an Appendix to this Agreement.
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 reviews, 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, included as an Appendix to this Agreement, 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, or icy conditions. When said conditions exist, all training activities which require extended exposure of personnel to outside weather conditions and can reasonably be re-scheduled shall be halted.

Section 2.12. Apparatus Staffing

The minimum daily staffing level for the Columbia Fire Department shall be as specified in OB ATT-7, as included as an appendix to this Agreement.

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 parties agree that, in accordance to Section 5.06.2 of this Agreement, the issue of increases in apparatus staffing is unresolved and shall be subject to further discussion in accordance with Section 5.06 of this Agreement.

Section 2.13. Physical Fitness and Wellness

The City will provide health screenings at no cost to the Members in accordance with Appendix A, attached hereto, unless otherwise agreed to by the City and the Union. 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 recognizes that the Members may, in the course of their duties, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, 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.

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 included as an Appendix to this Agreement will be followed.

Special Events

If overtime is required for special events, 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.

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.

Fire Marshal Office:

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 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, included as an Appendix to this Agreement, 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.

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.

The parties agree that, in accordance to Section 5.06.3 of this Agreement, the issue of counting all hours in earned pay status as work hours for purposes of determining when a member is entitled to overtime pay Firefighters is unresolved and shall be subject to further discussion in accordance with Section 5.06 of this Agreement.

Section 3.02. Salaries

For Members who meet the definition in Chapter 19 of the Columbia Code of Ordinances of “permanent employees” of the City on October 1, 2017, the City will provide on a temporary basis an additional amount of \$40.00 to each biweekly pay period as follows: the additional amount will be applied to the pay period ending October 21, 2017 (with the first payroll payment containing the temporary amount issued on or about October 27, 2017) and continue through the pay period ending September 22, 2018 (with the last payroll payment containing the temporary amount issued on or about September 28, 2018). This paragraph is subject to approval of appropriations for this purpose by City Council.

Annually beginning in 2018, in accordance with Section 19-25 of the Code of Ordinances, the City and the Union shall engage in good faith negotiations on the issue of salaried compensation. Any agreements reached must be approved in the same manner as this agreement and, upon approval by the Members and the City Council as described in this agreement, shall be an amendment to the terms of this agreement.

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. Christmas Day
- j. Floating Holidays as set forth in Section 19-121(c) of the Code of Ordinances

Section 3.04. Meal Allowance

The meal allowance shall be paid in accordance with 19-100 of the Code of Ordinances, except that on or before the effective date of this Agreement, the rate shall be increased from \$13.00 to \$14.00. 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.

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 Training/Certification Policy, included as an Appendix to this Agreement, shall be controlling for the purpose of Member's professional development. For all Members, CFD shall provide the opportunity for the following training: Fire Instructor I, Fire Officer I, Pre-Hospital Trauma Life Support (PHTLS). For Paramedic Members, CFD shall provide the opportunity for the following training: Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS).

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. The City shall allow members to retain second set upon replacement of their primary PPE, when second set is in serviceable condition.
- D. It is the objective of the CFD to progress towards providing all Members a second set of NFPA compliant PPE and extractors in all fire stations where possible.

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) which is in effect at the execution of this Agreement, and which is included as an Appendix of this Agreement.

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, 2017. 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, 2019. The City agrees that in 2019 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 1.02 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. Open Bargaining Items

The parties agree that through the collective bargaining process, the City and the Union discussed, but were unable to reach an agreement on the following issues:

1. Display of Union Insignia on City property.
2. Increases in Apparatus Staffing.
3. Counting all hours in earned pay status as work hours for purposes of determining when a member is entitled to overtime pay.

The parties agree to good faith negotiations on these three issues in 2018 using the process established in Section 19-25 of the Code of Ordinances. If an agreement is reached, the parties' representatives will enter an agreement upon receiving authority as required by law.

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:

- 19-4
- 19-25
- 19-26
- 19-97
- 19-100
- 19-211
- 19-224
- 19-225
- 19-226
- 19-227
- 19-236
- 19-238
- 19-239

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: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Attorney

CERTIFICATION: 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.

By: _____
Michele Nix, Director of Finance

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

By: _____
Travis Gregory, President, IAFF Local 1055

Date: _____

By: _____
Joel Pauley, Secretary
IAFF Local 1055

By: _____
Kurt Becker
International Association of Fire Fighters

Appendix A

Columbia Fire Department Medical Physical List

		Provided by	Frequency
Physical Exam	History review	physical	Annual
	Physical exam	physical	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 bilirubin		
	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 C		
	HgbA1c	when indicated	If indicated
Urinalysis			
Dipstick	Glucose	physical	Every 2 yrs. <40, Annual >40
	ketones		
	leukocyte		
	esterase		
	protein		
	blood		
	billirubin		
Microscopic analysis	RBC		
	WBC		
	casts		
	crystals		
Cancer screening	Digital rectal exam	physical	Annual >40
	PSA	physical	Annual >40
	Home Stool Test (DNA) cards x3	physical	Every 4 yrs. <40, Annual >40
	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 tests	physical	Every 4 yrs.
	Bladder cancer (hematuria in UA)	physical	Every 2 yrs. <40, Annual >40
Other tests	Chest X-ray	physical	New hire & As indicated
	Cardiopulmonary Stress Test	physical	As indicated
	TB testing	Health Department	Annual
	Heavy Metal screening	when indicated	As indicated
	Tetanus booster	Health Department	Every 10 years



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: ATT-1

Date Issued: 07/01/94

Revision Issued: 05/14/97

Revision Issued: 04/09/02

Revision Issued: 01/26/07

Revision Issued: 03/02/10

Revision Issued: 08/01/11

Revision Issued: 10/06/14

Revision Issued: 12/22/15

Revision Issued: 01/04/17

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[Minor revision to page 2 10/22/98]

Revision Issued: 09/26/02

Revision Issued: 09/09/08

Revision Issued: 02/03/11

Revision Issued: 08/30/13

Revision Issued: 08/27/15

Revision Issued: 10/27/16

Revision Issued: 05/03/17

SUBJECT: LEAVE BENEFIT PROCEDURES

I. PURPOSE

The purpose of this bulletin is to establish a policy governing leave benefit procedures for fire department employees.

II. POLICY

All leave benefits are governed by Chapter 19, Article V and Administrative Rules Supplement to Chapter 19, Article III, Section A, of the City Charter.

Furthermore:

A. 56 HOUR EMPLOYEES

1. Sick & Injury (See "City Charter" Chapter 19, Article V)
 - a. Requesting Sick/Injury Leave
 - 1) Any employee who cannot report for duty due to sickness or injury is to contact the Duty Chief Officer and request appropriate leave by 0600 hours. All requests for leave are to be made by the employee, unless the employee is physically or mentally incapacitated. At this time the specific nature of the illness or injury is to be provided to and documented by the Duty Chief Officer.
 - 2) Calls to request sick or injury leave between 0600 and 0700 hours are subject to disciplinary action. Failure to report on time to an assigned duty station, without providing advanced notice to the shift commander, will result in the employee being considered AWOL and subject to disciplinary action. Employees absent from work without authorized leave will have their pay reduced for the time they were absent.

- 3) The employee is to submit a "Request for Approval of Time Off" form (form ATT-F1) to the employee's Division Chief and Battalion Chief via email immediately upon returning to work. Failure to provide this documentation on the first day of returning to work may result in loss or delay of pay for the time off.
- 4) The time off form can be signed electronically by the DC/BC and then emailed to the dept. time keeper.

b. "RETURN TO DUTY AUTHORIZATION"

- 1) The "Return to Duty Authorization" form (form ATT-F2) includes a job description of the employee's current job classification. Forms are to be available electronically or from either the Duty Chief Officer or Fire Administration. The Duty Chief Officer will send an email to the employee with FMLA information and the correct Return to Duty packet by rank.
- 2) When any of the following situations occur, a completed "Return to Duty Authorization" form must be submitted to the Fire Chief or the Deputy Fire Chief prior to return to duty:
 - a) When an employee is absent from duty for three (3) or more consecutive duty days; or
 - b) When an employee undergoes outpatient or inpatient surgery; or
 - c) When an employee sustains an injury on the job and is transported to the hospital for treatment or observation; or
 - d) At other times at the discretion of the Duty Chief Officer, Deputy Fire Chief or Fire Chief.

2. Vacation Leave *[Note: This selection process applies to those below the rank of Chief Officer.]*

a. Initial Scheduled Vacation Leave

- 1) Reminder: Chapter 19 of the City Code of ordinances Sec 19-129 paragraph "g" states "Vacation time cannot be taken in advance of accrual except as authorized by the department head in operations where considerable notice is required for scheduling vacations...". A written request by the employee to the Fire Chief is to be

submitted and approved **prior** to exceeding accrued vacation hours. Accrued floating holiday hours are to be used when calculating accrued vacation leave hours.

- 2) For scheduling purposes, a vacation year is defined as the first work cycle in March through the last full work cycle of February of the next year.
- 3) Shift Commanders or their designees are to start the selection of scheduled vacation leave on the 15th day of January or as soon thereafter as possible.
- 4) Initial Scheduled Vacation leave selection is to start with the shift member with the highest seniority and proceed down to the shift member with the lowest/least seniority.
 - a) Seniority is determined by service time with the Columbia Fire Department since last date of hire in the department. The official seniority list is to be distributed annually in January by Fire Administration.
- 5) Initial Scheduled Vacation leave selection, which begins January 15, is to be limited to a maximum of six (6) shift days from no more than two separate 3-day blocks. A 3-day block means three duty days falling between consecutive blocks of four days off.
- 6) The "Rule of Three" guarantees vacation time off for three personnel. "Rule of Three" days are only established during the initial round of vacation selections. After all initial picks have been selected, all dates with only two selections taken will revert to the "Rule of Two". The "Rule of Two" guarantees vacation time off for two personnel. However, if staffing allows, additional standby vacations may be granted.
- 7) The Shift Commander or designee is to notify an employee when it is the employee's turn to select scheduled vacation leave.
- 8) Once notified of their opportunity to select scheduled vacation leave, employees have until the Shift Commander or designee contacts them on their next duty day to make their leave selection.
- 9) If an employee fails to select scheduled vacation leave by the time the Shift Commander or designee contacts him/her on their next duty day, he/she is to be placed at the bottom of the seniority list. The employee will not have another selection opportunity until after all shift members have made their Initial Scheduled Vacation leave selection.

- 10) Initial Scheduled Vacation leave may generally be considered granted at the time it is selected during the selection process, following the "Rule of Three".
 - a) During initial vacation selection, only 24-hour increments are to be selected. However, after the selection process is over, the employee may elect to only take 12 hours off (0700-1900 or 1900-0700). The remaining 12 hours are to be turned back prior to 0600 hours the day of the scheduled vacation.
 - b) No vacation requests will be granted after a known retirement date has been given for any time after the known date.
- 11) After all employees on a shift have had the opportunity to make their Initial Scheduled Vacation leave selection, the Shift Commander or designee is to send an email to all his/her employees notifying them that initial selections have been completed.
- 12) An employee may trade his/her scheduled vacation leave dates to another employee if that employee has a sufficient combination of vacation and floating holiday leave hours accrued. Traded days must be guaranteed spots and not standby spots.
[Note: This practice is to be reviewed annually for reconsideration.]
- 13) In order to reduce the potential need for Constant Staffing, employees transferred to another shift for any reason must request in writing to the Duty Chief Officer the corresponding vacation selections within seven (7) calendar days of the effective date of the new assignment. Requests made after seven (7) calendar days are to be treated as secondary selections and will not be guaranteed. The following applies to requests made by the transferred employee within the seven (7) calendar days of the effective date of the new assignment:
 - a) Transferred employees may make a leave selection as close as possible to the originally selected leave.

- b) Transferred employees may be allowed to split their initially scheduled vacation picks between consecutive blocks with the approval of the Fire Chief or his designee.
 - c) Transferred employees may be granted scheduled vacation regardless of the number of employees off duty and without regard for the "Rule of Three". The vacation slot on the shift the transferred employee left will remain the "Rule of Three". *[Note: This practice is to be reviewed annually for reconsideration.]*
 - d) If granted, Initial Scheduled Vacation picks of transferred employees are to be placed in front of all standby days on the newly assigned shift.
 - e) Upon being notified of a move to another shift, employees are not to request additional vacation on their current shift. At the time of notification of being transferred, all requests are to be submitted to their newly assigned shift.
- 14) Staffing levels and budget considerations may be determining factors for approval of scheduled vacation leave.
 - 15) When staffing levels or budget considerations affect granting of scheduled vacation leave, the Fire Chief or the Chief's designee is to explain the situation to affected employees.

b. Standby Vacation leave

- 1) After Initial Scheduled Vacation leave selection is completed, **employees who have additional accrued vacation or floating holiday leave** may request standby vacation to the extent of accrual. Generally, standby vacation selections are NOT allowed if the standby vacation causes the employee to exceed their accrued vacation and floating holiday hours.
- 2) A separate request is to be submitted for each three day block or portion thereof and only one request per calendar day, as defined below. If an employee submits more than one request, the Shift Commander or designee is to consider the earliest dated request; unless; before 1830 hours of the day of requests, the employee making the requests notifies the Shift Commander or designee of the one request he wishes considered.

(Calendar day for selecting vacation is defined as: 1831 to 1830 hours of the next day (24 hour period). Example: Monday at 1831 the next selection day starts and then ends Tuesday at 1830.

- a) Standby vacation requests submitted for any date beyond the next duty day are processed based on the day it is submitted. If more than one person submits a request for the same day, it will be awarded based on seniority. [Note: With regard to requesting standby vacations, a "day" refers to the period 1831 hours to 1830 hours. Example: Monday at 1831 the new selection day starts, and then ends Tuesday at 1830.]
- b) Standby vacation requests for the next duty day that are received prior to 1830 hours of the current day will be processed based on seniority.
- c) Standby vacation requests for the next duty day received after 1830 hours of the current day will be processed on a first come, first serve basis.

Example 1: At 1430 hours of the second day of a four-day, a firefighter requests a stand-by day for the next month. At 1630 the same day, a firefighter with higher seniority requests the same stand-by day. The firefighter with the higher seniority would be awarded the day.

Example 2: At 1430 hours of the second day of a four-day, a firefighter requests a stand-by day for the next month. At 1930 the same day, a firefighter with higher seniority requests the same stand-by day. The firefighter with the lower seniority would be awarded the day because he was the only one to put in for the day during the request period. (1831 hours yesterday to 1830 hours today).

- 3) The Shift Commander or designee is to document the time and date of the requests.
- 4) Standby vacation requests that do not fall under the "Rule of Two" are to be viewed as standby vacation requests and may be granted at 0700 hours based on staffing.

Example: FF Smith has requested a SBVAC from 1900-0700 hours and the time would be granted at 0700 because you have one extra. Eng. Jones goes home sick prior to 1900 hours which leaves the shift with no extra personnel. FF Smith would still get the time off from 1900-0700 because it was granted at 0700 and you would CS for Eng. Jones' spot.

- 5) As close to 1900 hours as possible on the duty day, the Shift Commander or designee is to notify employees via email that the request was received and placed on the vacation schedule.
- 6) Standby vacation picks may be granted in 12 or 24 hour increments and they are to comply with the "Rule of Two". Only requests made prior to 0600 hours of the day being requested will be considered.

c. Canceling Standby Vacation Leave

- 1) When it is determined that requested vacation is not going to be used, the employee is to notify their shift commander as soon as possible, but no later than 0600 the morning of the scheduled day. This will help enable others to make plans as well as facilitate staffing with less personnel reassignment.
- 2) If an employee turns back a day or a block that is under the "Rule of Three", the third vacation slot remains open as a guaranteed spot.
- 3) If the employee intends to cancel vacation and such action has an impact on the constant staffing needs for that day, the employee may only be permitted to cancel vacation prior to constant staffing being secured. **(Note: Requests to fill constant staffing positions may begin as early as 0600 hours.)**

d. Emergency Vacation Leave

- 1) The Fire Chief may grant emergency vacation leave for circumstances beyond the control of the employee.
- 2) The employee must make requests for emergency vacation leave verbally to the Fire Chief, or the Chief's designee.
- 3) The Fire Chief, or the Chief's designee, may grant emergency vacation leave after circumstances are investigated.

- 4) Employees are encouraged to investigate other means of time off prior to requesting emergency vacation.
- e. Buyback of accrued vacation days
- 1) 56 hour shift employees may have the opportunity to sell back their accrued vacation time in 24 hour increments if all of the following conditions apply:
 - a) It is a scheduled vacation day;
 - b) It will reduce overtime costs; and
 - c) The request for buyback is made prior to constant staffing being secured to fill the vacancy.
 - 2) When a vacation day is bought back through this procedure, the "vacation slot" does not become available because it will be counted in both the "Rule of Two" and "Rule of Three".
 - 3) This procedure is subject to circumstances on the day requested as determined by the Chief Officer on duty.
- f. Floating Holiday Leave
- 1) Floating holiday leave is leave taken using floating holiday hours.
 - 2) Floating holiday leave is to be treated as vacation leave.
 - 3) An employee may not request monetary compensation for floating holiday hours that are used as leave.
 - 4) Shift Commanders are to notify the appropriate personnel when floating holiday hours are used for scheduled or unscheduled leave.
- g. Prior to taking leave, the employee is to submit a "Request for Approval of Time Off" form (form ATT-F1) to the employee's Division Chief and Battalion Chief via email. The only exception is if a standby day is requested and granted.
- h. The time off form is then signed electronically by the DC/BC and emailed to the dept. time keeper.
- i. All other forms of leave are governed by "City Charter" Chapter 19, Article V.

B. 40 HOUR EMPLOYEES

1. Sick & Injury Leave (See "City Charter" Chapter 19, Article V)

a. Requesting Sick/Injury Leave

- 1) Any employee who cannot report for work due to illness or injury is to contact their authorized supervisor and request appropriate leave no later than thirty (30) minutes before the scheduled start of the work day. If the employee is unable to reach their supervisor, they may contact the Duty Chief Officer who will document the request and notify the employee's duly authorized supervisor as soon as possible. The employee is to make all requests for leave, unless the employee is physically or mentally incapacitated.
- 2) Calls to request sick or injury leave during the last thirty (30) minutes before the start of the work day are subject to disciplinary action. Requests for this leave after the scheduled work day starting time may be denied and the employee may be considered AWOL. Employees absent from work without authorized leave are to have their pay reduced for the time they were absent.
- 3) The employee is to submit a "Request for Approval Time Off" form (form ATT-F1) via email to their immediate supervisor immediately upon returning to work. Failure to provide this documentation on the first day after returning to work may result in loss of pay for the time off.
- 4) The time off form can be signed electronically by the DC/BC and the emailed to the dept. time keeper.

b. "RETURN TO DUTY AUTHORIZATION"

- 1) The "Return to Duty Authorization" form (form ATT-F2) includes a job description of the employee's current job classification. Forms are available electronically or from either their immediate supervisor or Fire Administration. The immediate supervisor will send an email to the employee with FMLA information and the correct Return to Duty packet by rank.
- 2) Whenever an employee is absent from duty for three (3) consecutive work days he/she is required to submit a "Return to Duty Authorization" form to his/her authorized duty supervisor.

- 3) When an employee sustains an injury on the job and is transported to the hospital for treatment or observation s/he must submit a "Return to Duty Authorization" form or doctor's statement to the authorized duty supervisor before return to duty.
 - 4) A "Return to Duty Authorization" form may be required at other times at the discretion of the authorized duty supervisor. When required, it is to be submitted to the authorized duty supervisor before return to duty.
2. Vacation Leave (See "City Charter" Chapter 19, Article V)

Requests for vacation leave are to be made to the employee's authorized duty supervisor who will notify the employee of approval or denial in a timely manner.
3. All Other Leaves (See "City Charter" Chapter 19, Article V)

Approved: _____
Fire Chief



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: ATT-6

Date Issued: 02/11/02

Revision Issued: 08/12/08 Revision Issued: 11/24/09
 Revision Issued: 12/04/09 Revision Issued: 08/22/11
 Revision Issued: 08/30/13 Revision Issued: 06/16/17
 Page 1 of 2

SUBJECT: Substitution/Trade Time

I. PURPOSE:

To establish a policy allowing and outlining procedures for employee substitution.

II. POLICY:

- A. With the approval of the Fire Chief or his designee PRIOR to the substitution, employees of equal rank or who meet the following requirements and are assigned to the same division.

- **Firefighters and Engineers**

Firefighters must have completed 18 month probation with the CFD and have completed the Engineers task book.

- **Lieutenants and Captains**

Lieutenants must have completed the Captains task book.

Hours worked as a substitute are to be excluded by the City in calculating pay and benefits.

- B. Per FLSA, employees may agree to substitute, during regularly scheduled hours, for another employee. Employees may substitute for one another where the substitution is:

1. Voluntarily undertaken and agreed to solely by the employees
2. The substitution is approved by the employer

The hours worked by the substituting employee are to be excluded from any overtime calculation.

II. PROCEDURE:

- A. Requests for substitution are to be made via email, for most cases.

1. The employee who is agreeing to substitute for the regularly scheduled employee is to send an email with the correct Trade Time Form (ATT-F5) attached to the affected Division Chief,

Battalion Chief, and the employee they have agreed to work for.

2. The affected Division Chief on the shift which the trade will take place is to respond to all recipients of the email request and either approve or not approve the request.
 3. Note: If the employee who is substituting becomes unable to fulfill a trade time obligation due to circumstances beyond his/her control, such as an injury or the need for emergency leave, and there is sufficient time to change the substitution request, the original request is to be rescinded and the person requesting time off will have to secure another employee as a substitute or report to work him/herself.
 4. It is the responsibility of the employee requesting substitution to insure that the email is completed and that (for most cases) the substitution is approved prior to 0700 hours the day of the substitution.
 5. Once the substitution is approved, it becomes the responsibility of the employee who agreed to work to adhere to OB ATT-1; exception-see 3 above.
- B. If it is determined the employee may be late, an employee may secure a substitute by telephone. This substitution **must** be approved by the Division Chief or his designee. This does not relieve the employee of any responsibilities in OB ATT-1.
- C. *Normally, substitutions across ranks are not allowed.* However, a promotion or serving in an acting position may result in an employee owing time to an employee of another rank. In these situations, the trade time is to be made within 90 days of promotion or within 90 days of the dates of going to/from an acting position. Employees involved notify their Division Chief of any such situations within 7 calendar days of reassignment. Failure to make notification may result in denial of the request.
- D. Trading time is a privilege granted by the Fire Chief to shift personnel and should be used sparingly. Consideration should be given to scheduled training and company obligations. Abuse of this privilege could result in trades being denied.
- F. As always, daily assignments are to be at the discretion of the Shift Commander.

Approved: _____
Fire Chief

Contract 2017



Columbia Fire Department
OFFICE OF THE FIRE CHIEF

Operational Bulletin: ATT-7

Date Issued: 03/20/02
 Revision Issued: 06/17/02
 Revision Issued: 08/22/11
 Revision Issued: 06/26/13
 Revision Issued: 05/04/15
 Revision Issued: 09/07/16
 Page 1 of 7

SUBJECT: CONSTANT STAFFING / OVERTIME CALL-IN

I. PURPOSE:

To establish guidelines for filling vacancies on shift in order to maintain minimum staffing levels and for calling personnel for overtime due to emergency call-in or other special events. As always, the needs of the Columbia Fire Department are to be the highest priority.

II. POLICY:

A. Based on the current number of Fire Stations (as of this revision), it is the policy of the Columbia Fire Department to ensure that our current deployment model of staffing nine in-service Engines and/or Quint, two Ladders, and one Rescue Squad will be given the highest priority within the parameters as outlined in City Ordinance Section 19-26 "Reserved Management Rights".

The following **MINIMUM** staffing levels will generally be used as a guideline:

In service Engines, Quints, and Ladders - 3 personnel
 In service Squad companies - 2 personnel
 Shift Division Chief - 1 person
 Shift Battalion Chief - 1 person

B. When staffing falls below, or is expected to fall below, the above minimum staffing levels for more than three hours, constant staffing is to be secured for the vacancy using the following procedures as a guide. [Note: If and when possible, advance notification of a need for constant staffing may be made to help facilitate planning.]

Exception: Constant staffing does not usually apply when on-duty personnel are available for call but not on their apparatus, i.e. attending a training session, union business, etc. This determination is to be made by the Fire Chief or a designee.

- C. To accept constant staffing, personnel must be able to report to work by 0700 hours or within 60 minutes of notification. If not able to do either of the above, they must notify the caller. If a person accepts constant staffing and does not report to work within 60 minutes of call, s/he forfeit the constant staffing and go to the back of the list and the next available person on the list will be called. *Failure to report after accepting the constant staffing may result in disciplinary action.*

Note: Per City Ordinance section 19-98A, pay status begins when a person reports to work. A person will be considered to have reported to work when they have arrived at the station where constant staffing is required with their fire fighting gear or at the station where their fire fighting gear is located, whichever can be accomplished sooner. **The Duty Chief Officer or designee must be notified at this time.**

III. Procedures:

- A. Determining position to constant staff
1. Constant staffing is required when staffing falls below the level outlined above.
 2. The rank of the person who creates the need for constant staffing is the rank that is to be staffed.

Examples:

Before 0700, constant staff for the rank of the person:

There are enough personnel on shift to cover for three people off. A Captain and Lieutenant are on vacation leave. A Fire Fighter calls in for sick leave at 0545 hours and an Engineer calls in for sick leave at 0550 hrs. The position you would constant staff for is an Engineer.

begins, constant staff for the position;

Assignments have been made to cover for a Captain and Lieutenant on vacation leave, and a Fire Fighter on sick leave. You do not have any extra personnel. A Fire Fighter goes home sick at 1130, BUT he was stepped up to an Engineer. You would constant staff an Engineer.

After the shift

B. Constant Staffing Cards

1. A constant staffing card (PER F7) file on personnel eligible for constant staffing is to be kept in the Division/Battalion Chiefs office. This file is to be kept locked and may only be opened with the permission of the Duty Chief Officer or designee. The cards are to be separated by rank.
2. The Employee's name, Rank, Shift, and one call back number is to be listed on the front of each card. On the back, personnel may list two additional numbers. All entries on the cards, other than the name, are to be made in pencil to make future changes easier.
3. Initially, information for the cards is to be collected on a constant staffing information form (PER-F7 A). The employee is to designate one primary number (number listed on the front of the card) which will be used to contact employee. The numbers listed on the back of the card may be used in emergency situations or when all personnel have been called using primary numbers and the position has still not been filled. **It is the responsibility of each individual to see that the phone numbers listed on the card are correct; changes will only be made when the person has submitted the change via email to their DC and BC. Failure to maintain a current number may be cause for disciplinary action.**
4. When a person is placed in an acting position, the constant staffing card is to be placed at the back of the file for the acting rank. A note will be made on the back of the card stating the date of move and the position the card was in before being moved and the initials of the person moving the card. When the person returns to their original rank, their card will be returned to the same place in the file that it occupied before they were placed in the acting position and this move will be noted on the back of the card with the initials of the person moving the card.

Example: FF Jones is seventh on the constant staffing list and gets an acting Engineer position. His card would be placed last in the Engineers' cards with a note stating he was seventh on the firefighter's list.

If a person is promoted directly from an acting position, their card will remain in the position it occupied while they were in the acting position and the promotion noted on the back of the card.

5. When a person is promoted, the constant staffing card will be placed at the back of the file for the rank to which the person was promoted unless they were promoted directly from an acting position (see 4 above) and the date of the promotion noted on the back of the card.

C. Contacting for Constant Staffing/Recording on card

1. When constant staffing is needed at the start of a shift, the Chief Officer or their designee is to begin by checking the Volunteer Constant Staffing list first and if personnel signed up, they will be contacted before using the constant staffing cards.
 - a. If a FF is needed and a FF signed up, the Chief Officer will contact them. If more than one FF signed up, the Chief Officer will contact the FF that is first in the constant staffing cards.
 - b. If a Lieutenant is needed but only an Engineer signed up, the Chief Officer will contact the Engineer for constant staffing and step up on shift to fill the Lieutenant's position. This only applies when the department can step up. They will not step down. (Ex: Constant a Lieutenant for a firefighter's position.)

When an individual is needed at the start of a shift and an individual is called for a full day of constant staffing, the individual's card will be placed at the back of the card file whether or not the employee accepts, rejects, or is not reached. The only exception to this rule is if they are on duty, trading time, or military leave.

When an employee is called for less than 24 hours, it will be considered a partial day and the individual's card will not be moved.

(Note: Requests to fill constant staffing positions may begin as early as 0600 hours.)

- a. An individual on vacation normally will not be called to work on his/her own shift.
- b. An individual on administrative, sick, military, training and other such approved leave normally will not be called for constant staffing.

2. **The caller is to record the date and time called, partial or full day, and acceptance or refusal on the constant staffing card each time a person is called** (except emergency call back, see 0B ERP-7).

Example: The first person called would have the first time stamp. FF Jones was contacted first so he would have 0600, then the second firefighter would have 0601. It would proceed this way with each phone call. 0600, 0601, 0602, 0603, etc.

Caller should also record if the individual was off on sick leave, vacation leave or had a previously authorized trade time scheduled.

Note: The caller is to notify the first employee of the rank being constant staffed for of the possibility of mandatory constant staffing. It is the responsibility of that employee to call back the on duty DC or BC by 0715, if not contacted first.

- 3. If after calling all eligible personnel for the rank needed and no one has accepted the constant staffing, the Duty Chief Officer is to proceed to the next lower rank in an attempt to fill the open position. All ranks should be called when time allows, starting with the rank needed then proceeding to the next lower rank.
- 4. If no one is secured prior to 0715, the Duty Chief Officer is to make the constant staffing mandatory for the rank needed. When an individual is advised to report for mandatory staffing, the individual is required to report for duty. *Failure to report to duty for mandatory constant staffing may be cause for disciplinary action.*

5. The person working the constant staffing may:
 - a. Secure one trade time for part or the entire time s/he was called for constant staffing, upon approval from the on duty DC or BC.
 - b. Secure one person to split the constant staffing time with, upon approval from the on duty DC or BC. Each person would be paid for the constant staffing hours that they work.

Example: Engineer Jones accepts constant staffing for the day. Engineer Jones obtains Engineer Andrews to work from 0700 to 1300. Engineer Andrews would receive six hours constant staffing pay and Engineer Jones would receive 18 hours of constant staffing pay. This is acceptable for less than 24 hours also.
 - c. Movement of the constant cards would be per guidelines of "C" above. If call was for full 24 hours, then the card for the person accepting the constant staffing would be moved. The person agreeing to split constant staffing would not be moved. If the initial constant staffing period was less than a full day, no cards would be moved.
6. Once the position has been filled, the DC or BC is to update the electronic constant staffing file to match the constant staffing cards.

As always, daily assignments are subject to adjustment and the Duty Chief Officer may use whatever means necessary to fill the position.

D. Emergency Call-in

1. For emergency call-in, reference 08 ERP-7 for contacting and response of personnel. Note: Emergency call-in is to be considered mandatory.

E. Overtime call in

1. This is to be used when personnel are needed for special events.
2. After it is determined what ranks are needed for the overtime, the caller is to use the constant staffing cards to attempt to fill the overtime slots. The order of the cards will not change regardless of whether a person works or not.

3. For events where there is a long preparation time (i.e. 4th of July, Air Show, Football games) a notice may be sent out asking for people to submit their desire to work. These will be placed on a list and assignments will be made using the criteria that best serves the needs of the Fire Department.

Approved: _____
Fire Chief



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: ATT- 9

Date Issued: 03/10/06

Page 1 of 1

SUBJECT: UNION MEETING ATTENDANCE

I. PURPOSE:

To outline procedures Columbia Fire Department union members are to follow when requesting attendance at union meetings while on duty.

II. POLICY:

- A. The on-duty Chief Officer is to consider allowing one (1) person from each station to attend union meetings. Attendance is not to interfere with training or other scheduled activities.
- B. The following requirements are to be satisfied prior to attending any union meeting:
 - 1. All companies are to remain in service. Personnel may be required to be temporarily re-assigned in an effort to keep all companies in service. Members who are approved to attend the meeting are to monitor radio traffic and be ready to respond back to their station if requested by a Chief Officer.
 - 2. The person(s) requesting to attend is to have attended the previous General Membership Meeting in which they were off duty. They are to email their Shift Commanders and Local 1055 President their request to attend a meeting. The Local 1055 President is to verify the requester attended the last meeting in which they were not on duty and then provide attendance verification to the Shift Commanders at least seven (7) days prior to the meeting.
 - 3. City of Columbia fire apparatus are not to be used to attend the meetings.

Approved: _____
Fire Chief



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: PER-6

Date Issued: 7/1/94

Revision Issued: 12/30/97, 09/09/08, 06/09/14,
11/05/15, 12/22/15, 03/21/16, 03/16/17

Page 1 of 2

SUBJECT: REQUEST FOR TRANSFER OR TRADE PROCEDURES

I. PURPOSE

To establish a policy for employee transfer or trade that meets the operational needs of the Fire Department and assists Fire Department members toward achieving their fire service career objectives.

II. PROCEDURES

- A. To request a transfer or trade, the member must complete the electronic "Transfer/Trade Position Request Form". The form can be found on the K: drive/Forms/Personnel Forms/Transfer - Trade Position Form. The employee will fill in their name, rank, current assignment, Notification Sent To (your current Shift Chief Officer) as well as the Nature of Request.
 - 1. For a Transfer Request, the completed form is to be filled out by the employee. The employee will have two choices, the first requires a specific truck and shift. A second choice is optional but if the employee does have a second choice, they will have more options. The employee can be either specific (truck and shift) or request "Any Snizzle, Quint or Engine" for a specific shift. There is also the choice of "Any Ladder" for a specific shift. If the employee wants to move anywhere and does not care what truck or shift, type "Any" in the 2nd Requested Assignment box. The more specific the employee is, the better the chance of being granted the request. Being more specific outweighs Seniority. (Example: A senior FF puts in for "Any Snizzle, Quint or Engine Shift 1" but a less senior FF puts in for Snizzle 1 Shift 1, the less senior member would be granted the position.)

2. For a Trade Request, the electronic form is to be filled out by the employee. Request the truck and shift you are wanting to move to. The person you are requesting to trade with needs to be included in the proper box and both parties need to submit a trade form for the request to be valid. They will need to add the current email address for the person they are requesting to trade with, it is important the email address is entered correctly for verification.
 3. To cancel an existing request, the same electronic Transfer/Trade form is to be filled out by the employee by choosing "Cancel Existing Request" at the bottom of the completed form. This is used when the employee wants to withdraw all previous requests. Choose the appropriate option; Cancel Transfer Request or Cancel Trade Position Request. The assignment being requested will need to be completed.
 - a. The employee does not need to cancel all existing requests to submit a new request, the last form submitted is the only active form.
 - b. To change an existing request, resubmit and complete a new electronic Transfer/Trade Request form.
 4. All transfer and trade requests to be considered are to be on the agenda of the next monthly staff meeting for discussion and approval. The deadline for submitting a new transfer or trade request or cancelling an existing request will be prior to 1700 on the Friday before the staff meeting.
 - a. All trade position requests **based on known retirements** are to be turned in for consideration no less than two staff meetings prior to the retirement date.
 5. All transfer request forms are to be purged on the first "business" day after January 1 of each year.
- B. Requests for transfers or trades may be accepted any time during the calendar year; however, specific deadlines may be established when position openings are announced.

- C. The provisions of Operational Bulletin PER-13 notwithstanding, normally, personnel should expect to spend a minimum of one (1) calendar year in the new position before another request for transfer or trade will be considered.
- D. When an individual is transferred by Administration, that person may submit a transfer request for consideration for a different position prior to one year.
- E. When a trade or transfer occurs, the individual moving to a new shift is to notify the DC/BC of their new shift of their intended vacation selection. This is to occur within the first six shifts on the new shift. The only vacation selections that will transfer are initial picked vacation time. No standby or secondary picks will be transferred. The new selection will be done using the following options.
 - a. The employee may pick the three day block proceeding days initially picked on the prior shift.
 - b. The employee may pick the three day block following the days initially picked on the prior shift.
 - c. The employee may pick two days from the block proceeding and one day following the days initially picked on the prior shift. The days will need to be consecutive. (Can't pick the first two shifts of the block prior and the last shift of the block following)
 - d. The employee may pick one day from the block proceeding and two days following the days initially picked on the prior shift. The days will need to be consecutive. (Can't pick the first shift of the block prior and the last two shifts of the block following)

Approved: _____
Fire Chief

Contract 2017



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: PER-10A
 Date Issued: 10/07/02
 Revision Date: 07/10/07
 Revision Date: 06/01/12
 Revision Date: 06/16/17
 Page 1 of 2

SUBJ: PROMOTIONAL EXAMINATION & SELECTION PROCESS

I. PURPOSE

To outline procedures for promotional examination and selection processes for positions up to and including Fire Captain.

II. GENERAL

Guidelines for promotional examination procedures are outlined in City Ordinances 19-161, 19-162 and 19-163.

III. POLICY

A. Promotional Examinations

1. Promotional exams will be given using this layout.
 - a. Engineer promotional processes will occur the fourth week of October annually.
 - b. Lieutenant promotional processes will occur the fourth week of April annually.
 - c. Captain promotional processes will occur the fourth week of April annually.
 - d. All other promotional processes will occur on an as needed basis.
2. Process components may include, but are not limited to, one or more of the following example components:
 - a. written examination
 - b. practical evolution
 - c. tactical exercise
 - d. oral interview
 - e. others as needed

Specific components to be utilized will be announced prior to each testing process, as well as the weight value of each component.

3. Once the process is completed, Human Resources will provide the candidates with their rank of finish on the process.
4. Individual may request their written test score from Human Resources. All other scores may be requested from Human Resources and will be provided with the category in which they placed for each component. The categories are:
 - A. Outstanding = Percent score 90-100
 - B. Good = Percent score 80-89
 - C. Acceptable = Percent score 70-79
 - D. Failed = Percent score below 70

Example: If a process consisted of three components, Human Resources would inform the participant of the category for each test component: s/he scored outstanding in the first category, acceptable in the second category and good in the third category.

5. Individuals will not be given an opportunity to review individual tests.

B. Eligibility

1. Requirements to participate in promotional examinations.
 - a. Engineer**
 - i. Minimum of three (3) years as a CFD firefighter
 - ii. Completed the Engineer task book
 - b. Lieutenant**
 - i. Minimum of six (6) years as a CFD employee
 - ii. Successfully completed an Engineer process in the previous five years
 - iii. Completed a minimum of 10 shifts (240 hours) as a stepped up or Acting Engineer
 - iv. Completed the Lieutenants task book
 - v. Possess a current/valid Missouri Division of Fire Safety Fire Instructor I certification
 - vi. Possess Missouri Division of Fire Safety Fire Officer I certification
 - c. Captain**
 - i. Minimum of eight (8) years as a CFD employee
 - ii. Completed a minimum of two (2) years as a Lieutenant with CFD

- iii. Completed the Lieutenants task book
 - iv. Possess a current/valid Missouri Division of Fire Safety Fire Instructor I certification
 - v. Possess Missouri Division of Fire Safety Fire Officer I certification
- 2. Eligibility requirements for each specific process will be announced generally 30 days but not less than three weeks prior to individual processes.
 - 3. It is the responsibility of each individual to see that application is made following the instructions as outlined in the announcement, during the application period.
 - 4. For an employee to be eligible to take a promotional exam, the employee must meet in grade requirements by the deadline for submitting the application to take the exam. In other words, if you do not meet all qualifications to accept the promotion at the close of the application period, you will not be allowed to take the test.
 - 5. The employee must be available for full duty at the time of the promotional process. If the employee is unavailable for duty they are not eligible to participate in this process. If an employee uses sick leave on the normal duty day they are scheduled to participate in the promotional process they will not be eligible to participate.

C. Selection Process

- 1. Those qualified by the examination and placed on an eligibility roster. Generally, the top 15 candidates on the eligibility roster will participate in an interview with the Fire Chief and/or his selected panel. These interviews will occur the Monday and Tuesday following the process.
- 2. Factors that may impact a candidate's selection for promotion would include but not be limited to work performance, attendance and seniority.
- 3. When an opening occurs that requires a promotion, the Fire Chief will generally promote someone from the top five ranked on the eligibility roster.
- 4. Following notification to the person being promoted all candidates on the eligibility roster will be notified via text message, that the promotion was being made.

Approved _____
Fire Chief



Columbia Fire Department

OFFICE OF THE FIRE CHIEF

Operational Bulletin: PER-11

Date Issued: 09/13/94

Revision Issued: 10/11/02, 06/01/12, 06/13/14,
03/16/17

Page 1 of 2

SUBJECT: GUIDELINES FOR FIRE DEPARTMENT PERSONNEL WHO LOSE OR HAVE AN EXPIRED DRIVER'S OR EMT LICENSE

I. PURPOSE:

To establish community acceptable standards in the event that Fire Department personnel lose or have an expired driver's or EMT license.

II. POLICY:

- A. It is a requirement that all Fire Department personnel have and maintain a valid State of Missouri driver's license and a valid State of Missouri EMT license. Failure to do so affects the ability of the employee to continue employment.
- B. Should a Fire Department employee's driver's license expire or get suspended, the following departmental guidelines are to be applied.
 1. Personnel without a valid driver's license will be removed from duty immediately and have up to 30 days to get it renewed or reinstated. During this time they may use accrued vacation, floating holidays or accrued comp time to cover their absence. If no accrued leave is available, the employee will be placed on leave without pay.
 2. Due to the requirement, employees may be subject to disciplinary action up to and including termination.
- C. Should a Fire Department employee's EMT license expire or get suspended, the following departmental guidelines are to be applied.
 1. Personnel without a valid EMT license will be removed from duty immediately and have up to 30 days to get it renewed or reinstated.

During this time they may use accrued vacation, floating holidays or accrued comp time to cover their absence. If no accrued leave is available, the employee will be placed on leave without pay.

2. Due to the requirement, employees may be subject to disciplinary action up to and including termination.

- D. It is the specific obligation of all Fire Department personnel to keep Fire Administration advised of any points assessed against their driving record. Point assessment not brought to the attention of Fire Administration could result in termination.

Approved: _____
Fire Chief

APPENDIX I

AGREED TO CHAPTER 19 ORDINANCE CHANGES

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA PROFESSIONAL FIREFIGHTERS I.A.F.F. LOCAL 1055

SECTION 1. Chapter 19 of the Code of Ordinances of the City of Columbia, Missouri, is amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Sec. 19-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated in this section:

...

Complaints. A written document filed:

- (a) By the affected employee regarding any ~~Any inequitable, unsafe, or malicious imposition upon an employee by a superior, coworker, subordinate, employee from another department or division or individuals somehow person associated with city government that alleges any violation of the terms and provisions of the existing personnel procedures; or official business being conducted by the employee.~~
- (b) By the affected employee regarding a dispute regarding the meaning, interpretation or application of personnel procedures; or
- (c) By the affected collective bargaining group regarding a dispute regarding the meaning, interpretation or application of a collective bargaining agreement.

Complaint does not include any disciplinary action or the review of a job performance.

Confidential employee. Any public employee who works with or has access to information subject to use by the public employer in negotiating or who works in a close continuing relationship/capacity with public officers or representatives associated with negotiating on behalf of the employer.

Curtailment of work. A situation in which the need for the employee's services are no longer required because the city no longer performs the function to which the employee was assigned, to the degree that the same number of employees are needed.

Disciplinary review. A review requested by the employee of written discipline submitted to the human resources department other than suspension without pay, dismissal or disciplinary demotion.

...

Grievance. ~~Any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of the existing personnel procedures, or any~~

~~determination—discipline~~ involving suspension without pay, dismissal or disciplinary demotion.

...

Permanent employees. A permanent appointment is one made to a position created without intent of limitation, and intended to exist for at least one budget year. A permanent appointment may be for a full-time position or a part-time position. In order to be considered a permanent appointment, a part-time position shall be specifically planned, approved and budgeted for a minimum of one thousand forty (1,040) hours per year.

Personnel procedures. Ordinance requirements under chapter 19; city manager's administrative rules issued under section 19-27; departmental rules issued under section 19-22 and applicable to the employee or the collective bargaining unit recognized under section 19-25.

...

Unclassified service. The following offices and positions are in the unclassified service: All department heads; all assistant department heads; deputy city manager; assistant city manager; assistant to city manager; deputy city counselor; prosecutor; assistant city counselor; internal auditor; sustainability manager; civic relations officer; deputy fire chief; assistant fire chief; deputy police chief; assistant police chief; deputy city clerk; city management fellowship; trust administrator; PMO manager, controller; treasurer; budget officer; purchasing agent; risk manager; accounting supervisor; budget supervisor; information technology manager; geospatial services manager; cultural affairs manager; engineering and operations manager; solid waste district administrator; administrative services manager; police lieutenant, with the exception of the seven (7) police lieutenants who occupy the position in such classification on August 30, 2016 who shall be grandfathered in classified service. Any grandfathered lieutenant may irrevocably elect to terminate grandfathered status and become unclassified by written notice to the human resources director.

...

Sec. 19-25. Employee relations.

(a) The city manager shall have the authority to recommend to the city council (following certified elections or other assurances of interest deemed appropriate by the city manager and not inconsistent with state legislation) recognition of appropriate representative units of employees with a mutually acceptable community of interest for the purpose of meeting, conferring and discussing salaries and other conditions of employment which are mutually agreed upon as proper subjects for such discussions.

(b) The city manager shall designate representatives of the city to meet and confer with employee group representatives. City management representatives shall

request to meet and confer with employee group representatives on proposed ordinance modifications to chapter 19 or the negotiation of collective bargaining agreements for the purpose of discussing proposals before a public vote of the city council.

(c) The city council, as a council or as individuals, shall not, in any manner, engage in any form of collective bargaining with employees, employee groups, or employee representatives; and the city council shall issue instructions on labor relations matters and working agreement provisions only to the city manager, and the city manager shall keep the council informed of all developments and potential impacts in a timely manner.

(d) The following timetable is established as a guideline for the meet-and-confer process. It is not intended to limit the right of employee groups to present proposals to the city relative to salaries and other conditions of employment. Neither is it intended to establish absolute deadlines for subsections (1) through (3). Subsections (4), (5) and (6) must be requested timely and after completion of the preceding section. Untimely requests made under subsections (4), (5) or (6) shall be scheduled the following year in the appropriate month unless both employee representatives and management agree otherwise.

- (1) January. Representatives of the city and the various employee groups may prepare written summaries of their goals and objectives for the meet-and-confer process. If an employee group desires to make a presentation to the city council related to goals and objectives for the meet and confer process, the summaries shall be submitted to the city management representatives at least ten (10) days prior to the first regular city council meeting in January. At a work session scheduled prior to a regular city council meeting in January, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during meet-to-discuss goals and objectives for the meet and confer process.
- (2) February. Representatives of the various employee groups and city management representatives shall prepare written proposals for revisions to ordinances or existing collective bargaining agreements. Proposed changes shall be provided to the other party by the first day of February each year, or, for a multiyear collective bargaining agreement, the first day of February in the year the collective bargaining agreement expires ~~summaries of their goals and objectives for the meet-and-confer process. The summaries shall be submitted to the city council prior to the first meeting in February. At the first regular meeting in February, or at a work session meeting in February, the various employee groups shall be given the opportunity to make oral presentations to the council. The city council shall establish policy guidelines to be followed by the city's representatives during the meet-and-confer process.~~

- (3) February and March. Discussion sessions for non-economic issues shall proceed, with a goal of concluding discussions on non-economic issues by March 31st.
- (4) April – June. Discussion sessions for economic issues and any remaining non-economic issues shall proceed. All discussions shall conclude for the year on or before June 21st. After April 1 and before May 1, any employee group dissatisfied with the progress of the meet-and-confer sessions may present their views directly to the city council at a work session meeting. The council shall meet at least once with the employee group requesting the opportunity of presenting its views directly to the city council.
- (5) ~~May~~ June. After May 1 and On or before June 1, the city's representatives or any employee group dissatisfied with the progress of the meet-and-confer sessions may request the services of a mediator from the federal mediation and conciliation service or any other mediator mutually agreed upon by the employee group and the city's representative. The cost of any such mediation shall be borne equally by the employee group and the city. If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion for a proposed resolution of the issues still in dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision of whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential, and before proceeding with mediation, both parties must agree in writing that any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.
- (6) ~~June. After June 1 and before July 1, if discussions have reached an impasse, any employee group or the city's representatives may request the services of a fact finder mutually agreed upon by the employee group and the city's representatives. The cost of any fact-finding shall be borne equally by the employee group and the city.~~

Sec. 19-26. Reserved management rights.

Specific areas of responsibility shall be reserved to management if the public service mission of the city is to function effectively and if rules and regulations are to be administered fairly, consistently, equitably and without discrimination ~~and these rights shall~~

~~not be diminished by action of labor organizations and any related working agreements.~~
The management of the city shall:

- (1) Determine the nature, scope, and definition of the city organization including: classification, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, lay-off, recall and scheduling of employees;
- (2) Determine the methods, means, tools and equipment and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- (3) Direct employees;
- (4) Discipline, suspend, demote, and/or discharge employees in accordance with the ordinances of the city;
- (5) Require as a part of normal employee development, and in order to attain at least the minimal skills required of the classification, and in order to aid in the professionalization and general upgrading of the department, that employees take appropriate related training either on or off duty, in order to fulfill the responsibility of the position;
- (6) Take the necessary measures to maintain optimum productivity in operations;
- (7) Determine the necessity for and assignment of overtime in compliance with appropriate related legislation and/or court rulings;
- (8) Determine the scope, priority, and amount of budget allocations;
- (9) Determine eligibility for employee participation in employee representative unit activities in terms of the following exclusions: supervisory, confidential, or temporary employees, or those employees lacking community of interest with the general orientation of recognized representative unit activities, and where such community of interest may conflict with aforementioned management responsibilities ((1) through (8) above). This provision shall not serve to prevent supervisory employees from participating in representative unit activities as a separate unit with their own respective community of interest.

...

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.

. . .

(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 ~~thirteen dollars (\$13.00)~~ fifteen dollars (\$15.00) 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 ~~thirteen dollars (\$13.00)~~ fifteen dollars (\$15.00) per day except that an employee on standby during the permanent employee's scheduled day off shall receive standby compensation of ~~sixteen dollars (\$16.00)~~ twenty dollars (\$20.00) per day. A permanent employee on standby during a recognized city holiday shall receive an additional ~~thirteen dollars (\$13.00)~~ fifteen dollars (\$15.00) for being on standby on such a day.

. . .

Sec. 19-100. Meal allowance; job site meal compensation.

(a) Eligible fire department employees on a fifty-six-hour week schedule shall be allowed ~~thirteen dollars (\$13.00)~~ fourteen dollars (\$14.00) per day for meal reimbursements for days actually worked. Eligible airport fire/safety officers on a sixteen-hour shift assignment shall be allowed ~~eight dollars and sixty-six cents (\$8.66)~~ nine dollars and thirty-three cents (\$9.33) per day for meal allowance for days actually worked.

(b) Except as otherwise indicated, an overtime eligible employee shall be allowed an allowance ~~a maximum reimbursement of ten dollars (\$10.00)~~ eleven dollars (\$11.00) for a meal after having worked a continuous two (2) hours in excess of the employee's regular shift of at least eight (8) hours without time off for meals. An additional ~~maximum meal reimbursement allowance of ten dollars (\$10.00)~~ eleven dollars (\$11.00) will be allowed for every five (5) consecutive hours worked thereafter. ~~Time for the meal shall not exceed thirty~~

~~(30) minutes, will be counted as working time, and will be at a place designated by the supervisor. Individuals on continuous sixteen- or twenty-four-hour shift assignments shall be exempt from this provision.~~

...

Sec. 19-110. General benefits.

(a) Employee health care plan. The city shall pay into the employee benefit fund ~~four hundred forty-eight dollars and eighty-seven cents (\$448.87)~~ four hundred eighty dollars and twenty-nine cents (\$480.29) per month for the cost of medical employee health care plan coverage, and ~~thirty-one dollars and sixty-three cents (\$31.63)~~ thirty dollars and twenty cents (\$30.20) per month for the cost of employee dental plan coverage, for each eligible permanent employee and each eligible employee otherwise required to be covered by the city who participates in the plan. The city shall pay a portion of dependent care coverage for those eligible permanent employees who elect to purchase dependent health plan coverage under the city plan, subject to the following maximum amounts:

Employee + Spouse	\$545.31 <u>576.73</u>
Employee + Child(ren)	512.82 <u>544.24</u>
Employee + Family	681.43 <u>712.85</u>

...

Sec. 19-182. Complaint procedures for allegations of discrimination.

Employees or job applicants who feel that they have been discriminated against pursuant to EEO provisions of these policies, rules, regulations and procedures may contact the human resources department to resolve the issue, or may utilize available remedies under existing local, state and federal legislation.

...

Sec. 19-211. Separation because of curtailment of work.

(a) In the event of separation because of curtailment of work or lack of funds, such reductions in force shall be limited to the department involved and shall be made in the following order: ~~(The order within each designated category shall be determined by the department head's evaluation of the employee's relative value toward coping with the remaining work-load of the department, giving consideration to classification and length and quality of city and departmental service.)~~

- (1) Temporary part-time employees.
- (2) Temporary full-time employees or employees on specially budgeted programs.

- (3) Permanent part-time employees serving probationary periods.
- (4) Permanent part-time employees who have completed a probationary period.
- (5) Permanent full-time budgeted employees serving probationary periods.
- (6) Permanent full-time employees with probation completed.

Employees who have been promoted but who are serving a qualifying period at the time of such reduction in force shall be considered as holding a position in the highest classification in which they have completed a probationary or qualifying period.

(b) When making decisions regarding separation within each category listed in paragraph (a), the department head shall base decisions regarding separation on an evaluation of the following factors:

- (1) The remaining workload of the department.
- (2) The classification and type of experience of the affected employees.
- (3) The length of city and departmental service of the affected employees.
- (4) The quality of city and departmental service of the affected employees.

(c) If the city intends to propose separation because of curtailment of work or lack of funds to city council for council's consideration, and the affected employees are members of an employee bargaining group recognized by the city in accordance with section 19-25, the employee bargaining group shall be given notice of the proposed separation prior to the date the proposal is scheduled to be presented to city council at a council meeting.

(b-d) Any employee~~Employees~~ separated because of lack of funds shall be given formal written notice at least two (2) weeks in advance of the date of separation or two (2) weeks of regular pay in lieu of such notice.

(e) Any employee separated because of curtailment of work or lack of funds shall be eligible for severance pay in accordance with section 19-102.

(e-f) The names of any employee~~employees~~ separated due to lack of funds who has~~have~~ completed a probationary period shall be placed on a "reemployment list"~~lists~~ for first consideration in case of call-backs in the same or similar capacity, provided the employee has requested such consideration and is available at the time of recall.

(d-g) As determined by operational needs and feasibility of administration, and with the approval of the director of human resources and the city manager, a A-department head may, with the approval of the city manager, elect to either:

- (1) Reduce the total working hours of an employee~~employees~~, and/or
- (2) Reduce the level of pay~~payment~~ and responsibility of any current classification~~classifications~~ in order to minimize the effect of general lay-offs ~~as determined by operational needs and feasibility of administration of these options.~~

(e-h) For permanent employees, Inconsistent/discriminatory application of this section shall may be reviewed in accordance with~~subject to complaint procedure provisions of section 19-182.~~

...

Sec. 19-224. Appropriate corrective action.

Corrective actions shall at all times be promptly administered and executed, thoroughly documented, appropriate to the infraction committed and shall never be on account of political considerations, personal bias, ~~or prejudice~~, or for classified employees, administered without just cause.

Sec. 19-225. Guidelines for corrective action.

(a) The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives which prompted it. All factors must be considered when determining the appropriate action to take in a particular situation. The violations set forth in this provision may be considered as just cause for suspension or discharge. The list of offenses presented here does not purport to be all inclusive; neither is it intended that these guidelines should be rigidly followed.

...

(b) The human resources director shall assist department heads by reviewing disciplinary actions in order to inform the department head of possible inconsistency and lack of uniformity.

Sec. 19-226. Explanation of action; appeal.

Any disciplinary action taken shall be documented and explained to the employee. Employees who are disciplined~~shall be discharged or reduced in rank or compensation~~ shall be presented with written reason ~~for such discharge or reduction at the time of the action or as soon as practical after the action and not later than ten (10) calendar days after the action is taken for discipline involving suspension, demotion or dismissal and five (5)~~

calendar days for all other discipline. The written reasons shall be on a form provided by the human resources director, and include:

- (1) A plain statement of why the action was taken.
- (2) A list of evidence and documents supporting the discipline.
- (3) The facts leading to the discipline.
- (4) The law, ordinance or rule violated.
- (5) Any other information deemed relevant to the disciplinary action taken.

A copy of the disciplinary action shall be provided to the human resources director. Eligible employees may appeal disciplinary actions against them resulting in suspension without pay, dismissal or disciplinary demotion pursuant to the city's grievance procedure. Eligible employees may appeal other disciplinary actions against them pursuant to the city's disciplinary review procedure.

Sec. 19-227. Suspension or termination.

The city manager has the authority to suspend or terminate the services of any employee because of:

- (1) A reduction in force due to lack of funds or a curtailment of work.
- (2) For misconduct, insubordination, violation of regulations (as set forth in this section).
- (3) When such action becomes necessary for the good of the service.

Action taken pursuant to this section will be taken in conformity with this chapter, including sections 19.206 and 19.211 and, for eligible employees, are subject to the grievance, disciplinary review and appeal procedures in chapter 19, article VI, division 7.

...

Sec. 19-236. Definition.

For the purposes of this division, "working day" shall be defined as Monday through Friday, except designated city holidays. The first working day following an event shall be the next day that is not a Saturday, a Sunday or holiday as established in section 19-121.

Sec. 19-237. Grievances, ~~and complaints~~ and disciplinary reviews.

(a) All classified employees shall have the right, except as specified herein, to utilize the grievance, ~~and complaint~~ and disciplinary review procedures of this division when they believe an action taken against them was without just cause. The grievance, ~~and complaint~~ and disciplinary review procedures of this division shall not be available to the following:

- (1) Probationary employees.
- (2) Employees who are serving a qualifying period subsequent to their initial probationary period except in matters not related to their status in the position in which they are serving the qualifying period.
- (3) Employees or job applicants who feel they have been discriminated against based on race, creed, color, religion, sex, age, sexual orientation, gender identity, national origin, ancestry, marital status, political affiliation or disability. Such discrimination cases shall be handled pursuant to section 19-182.
- (4) Temporary employees, as defined by section 19-4 and section 19-157.

(b) It shall be the policy of the city insofar as possible to prevent the occurrence of grievances and complaints and to deal properly with those which occur.

Sec. 19-238. Procedures for grievances, disciplinary review and complaints.

(a) Whenever an employee or employee bargaining group eligible to file a grievance, disciplinary review or complaint desires to do so, the employee or employee bargaining group shall follow the procedures set out in this section. An employee may have the assistance of an attorney, a representative of the employee's bargaining group or other representative in any stage of the process. Notification of such assistance shall be given in writing signed by the employee on a form to be provided by the human resources department. A represented employee shall participate fully at all stages of the process. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of specific grievances and complaints.

(b) Employees who feel that they have been discriminated against pursuant to equal employment opportunity provisions of city ordinance, state or federal laws shall follow the complaint procedures set out in section 19-182.

(c) An employee ~~complaining about~~ objecting to the content of a job performance review may ~~complain~~ forward the objection directly to the employee's department head and if the employee, department head, and supervisor cannot reach agreement, the human resources director, or the human resources director's designee, will attempt to conciliate

the matter. If the ~~human resources director's recommendation conciliation effort~~ does not resolve the problem, the human resources director shall issue a final decision regarding the objection ~~all documentation shall be forwarded to the city manager for final determination.~~

(d) Complaint procedures. ~~All other grievances or complaints must be taken to the person who issued the discipline. Unresolved grievances or complaints will proceed through the department's chain of command as established by the department head.~~

- (1) An employee or employee bargaining group may file a complaint. All complaints shall be in writing on a form provided by the human resources director and shall be submitted to the human resources department within ten (10) working days following knowledge of the basis for the complaint. The human resources department will refer the complaint to the department head of the appropriate department. No complaint may be filed when a grievance has been or is filed related to the same issues. The department head will have ten (10) working days from the day the complaint is received from the human resources department to try to informally resolve the complaint. The department head will provide the human resources department and the employee or employee bargaining group with a notice of the outcome of the informal discussions on a form provided by the human resources department. Grievances or complaints must be taken to the person who issued the discipline within seven (7) working days following knowledge of the occurrence of the problem. If possible, the grievance or complaint should be settled at this level through discussions with the involved parties. If informal discussions do not resolve the issue, the employee may sign and submit a written grievance or complaint to the human resources department within this same seven-day time period. The human resources department shall assign the grievance or complaint a number for tracking purposes and immediately forward it to the relevant supervisor. The written grievance or complaint must describe specific circumstances and state the remedial action requested. The person who issued the discipline shall have five (5) working days from receipt of the grievance or complaint to respond in writing.
- (2) If at the end of ten (10) working days the complaint has not been resolved to the satisfaction of the employee or employee bargaining group, the employee or employee bargaining group may submit a request for elevated review to the human resources department within five (5) working days.

The human resources director, or the director's designee, will attempt to conciliate the matter within ten (10) working days of receipt of the complaint. In the alternative, if the complaint was submitted by an employee bargaining group and involves a dispute concerning the meaning, interpretation or application of a collective bargaining agreement, either party may request mediation, in which case the mediation procedure described in this section will apply. If step (1) does not resolve the situation, the employee may forward the grievance or complaint to the next supervisory level within five (5)

~~working days following receipt of the supervisor's response. Each supervisor shall have five (5) working days to respond in writing except that when a grievance or complaint is referred to the department head, the department head shall have seven (7) working days to respond.~~

- (3) If at the end of ten (10) working days of conciliation efforts, or at the conclusion of the mediation, the issue is not resolved, the employee or employee bargaining group may request in writing that the original complaint be forwarded to the city manager for determination. The request must be made within five (5) working days of the conclusion of conciliation or mediation. Within ten (10) working days of such a request, the human resources director shall make a recommendation to the city manager and forward the complaint, the department response, and all other written material deemed relevant to the city manager. If step (2) does not satisfactorily resolve the grievance or complaint, the employee or department head may forward all written documentation concerning the case to the director for assistance within five (5) working days following step (2). The director will provide a response to the parties involved within seven (7) working days of receipt of the request.

~~Organized employee groups may arrange to modify this step, allowing the negotiating teams an opportunity to meet and resolve the grievance or complaint. The city's representative would be the director, and the duly authorized and recognized employee representative(s) would represent the employee(s). If the negotiating teams do not resolve the grievance or complaint, the documentation may be forwarded directly to the city manager or in cases of suspensions, dismissals, or disciplinary demotions, to the personnel advisory board pursuant to section 19-239.~~

- (4) The city manager shall, within fourteen (14) working days:
- (a) Make a final determination; or
 - (b) Take no action and thereby uphold the human resources director's recommendation, making the recommendation final.

~~Unresolved grievances or complaints involving concerns other than suspensions without pay, dismissals, or disciplinary demotions may be filed with the city manager's office within seven (7) working days of receipt of the director's response. The city manager shall render a decision within fifteen (15) working days, and this decision shall be final and binding.~~

- (5) No complaint may be filed for the purpose of harassing or annoying any person. The filing of complaints for that purpose may be grounds for disciplinary action or being barred from filing complaints. Prior to the

~~expiration of reply deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines.~~

~~(6) Grievances or complaints which are not specifically resolved and not continued by the employee within the aforementioned time sequences shall be considered as satisfied and not subject to further consideration. Grievance or complaint responses by duly authorized management representatives which are contrary to established time sequences shall automatically proceed to the next higher authority or step in the grievance/complaint procedure.~~

~~(7) Employees may, at their discretion, give written permission on a form to be provided by the human resources department to be represented at any stage of the grievance or complaint procedure by representatives of their choosing. A represented employee shall participate fully at all stages of the grievance. All documents and other submissions by employee's representative shall be read and signed by the employee to verify that submission is truthful and accurate. Employees and their representatives may, with the permission of their supervisors, be granted time off with pay for the purpose of necessary discussions and conferences with city supervisors and administrators relating to the resolution of specific grievances and complaints.~~

(e) Disciplinary review procedures.

(1) An employee may request disciplinary review of written discipline, other than suspension without pay, dismissal or disciplinary demotion. Any employee requesting disciplinary review shall file the request for review in writing on a form provided by the human resources department within ten (10) working days of receiving the written notice under section 19-226. The request must be filed with the human resources department, which shall promptly forward a copy to the employee's department head. Within ten (10) working days, the department head, or the department head's designee, shall meet with the employee and any other necessary staff for a determination of the request, as well as review any documentation relating to the disciplinary action. The department head's designee shall not be the same person who imposed the discipline. Upon completing the review, the department head, or the department head's designee, shall issue a decision on a form provided by the human resources department either affirming the disciplinary action or making such modification as the department head, or the department head's designee, deems appropriate, and shall give notice of that decision to the employee and the human resources department.

(2) If the employee is dissatisfied with the department head's decision, the employee may request that the original complaint be forwarded to the human resources department within five (5) working days for elevated review. The human resources director, or the director's designee, may attempt to

conciliate the matter within ten (10) working days. The determination of whether to modify the discipline shall be made by the department head.

- (f) Grievance procedures.
- (1) Employees suspended without pay, dismissed or given disciplinary demotion, including discharged employees, may file a grievance in response to receiving the written explanation of disciplinary action required by section 19-226. An employee may also file a grievance following notice of separation as allowed by section 19-211(f).
- (2) The employee must file the grievance with the human resources department within ten (10) working days of receiving the written notice under section 19-226 or the written notice under section 19-211(c).
- (3) The written reasons shall be on a form provided by the human resources director, and include:
 - (a) A plain statement of the action taken.
 - (b) A list of evidence, documents and witnesses supporting the grievance.
 - (c) The summary of the facts supporting the grievance.
 - (d) The applicable laws, ordinances or rules.
 - (e) The specific relief requested.
 - (f) Any request that the human resources director review documents unavailable to the employee.
 - (g) As an attachment, any notice received by the employee regarding the action.
 - (h) Any other information deemed relevant by the employee.
- (4) Within ten (10) working days of receipt of the notice from the employee, the human resources department shall provide a notice of receipt of the filing of the grievance to the department head. Within ten (10) working days of receipt of the notice from the human resources department, the department head will provide a written response to the grievance on the form provided by the human resources department. If not resolved with the issuance of the department head's written response, within five (5) working days of receiving the department head's response, the human resources director shall assure that all required procedural steps have been taken by the department issuing the action and, if the required steps have not been taken, return the

disciplinary action to the department, which shall, within five (5) working days, correct any deficiencies or rescind the action.

The human resources department may independently investigate the matter and will notify the employee and the department head if an investigation is conducted. If the human resources director determines that the disciplinary action, as currently documented, appears inconsistent with prior departmental or city disciplinary actions, the human resources director, or the director's designee, shall meet with the department head to determine if any modification to the action should be taken; the determination of whether to modify the discipline shall be made at that time by the department head.

The director of human resources shall inform the employee of the outcome of the review and conference with the department head. If the employee is not satisfied with the outcome of the review, the employee may request mediation or appeal to the personnel advisory board pursuant to section 19-239. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review or within five (5) days of the written notice from the mediator issued pursuant to section 19-238(g) that the mediation has concluded.

(g) Mediation procedure. The human resources director shall arrange for mediation through the University of Missouri School of Law, or a mutually agreed mediator. The mediation will be held at a mutually agreeable time and location within the City of Columbia. The mediator shall work to reach a resolution of the dispute that is agreeable to all parties. The mediation may continue beyond the initial session if agreed by all parties, including the mediator.

If the mediator concludes that the parties have negotiated to impasse, either party may ask that the mediator render a non-binding opinion as to the proper outcome of the dispute. The mediator has the authority to render such an opinion if the negotiations are at an impasse, the requesting party has negotiated in good faith and the mediator believes the rendering of an opinion may aid in the resolution of the dispute. The decision on whether to render an opinion is within the unreviewable discretion of the mediator, who is not required to provide an opinion. If rendered, the opinion must provide the recommended outcome and mediator's rationale for the recommended outcome. The mediation will be confidential and, before proceeding with mediation, both parties must agree in writing that the any information produced in the mediation, other than the terms of an agreement but including the mediator's recommendation and rationale, will not be used for any purpose outside the mediation, including subsequent litigation or proceedings relating to the labor negotiations.

If the mediation concludes without an agreement, the mediator shall immediately inform all parties in writing of the date on which the mediator determines that the mediation has concluded.

(h) Prior to the expiration of deadlines set out herein, the human resources director may, under reasonable circumstances, grant extensions to such deadlines. The human resources director shall provide notice of any extension to all parties.

(i) Grievances, disciplinary reviews or complaints which are not specifically resolved and not continued by the employee within the aforementioned time sequences, including extensions, shall be considered as satisfied and not subject to further consideration. Grievance, disciplinary review or complaint responses by the department head which are contrary to established time sequences may be elevated to the next step of the process by the human resources director on request of the employee or the employee bargaining group. The human resources director will have discretion in determining whether to elevate the dispute, but shall assure that the process is managed expeditiously.

Sec. 19-239. Appeals to personnel advisory board.

Eligible city employees ~~may appeal~~ shall have the privilege of appealing grievance determinations involving suspensions without pay, dismissals or disciplinary demotions against them to the personnel advisory board provided the grievance procedure has been utilized by the employee.

~~Note: Organized employee groups may, through negotiations with the city, arrange to appeal all unresolved grievable issues to the personnel advisory board.~~

Personnel advisory board appeal procedures are as follows:

- (1) ~~The employee or department head within five (5) working days of receipt of the director's response may file a written request with the human resources department for a hearing before the personnel advisory board. An appeal to the personnel advisory board must be taken within five (5) working days of the date on which the human resources director informs the employee of the outcome of the review provided under section 19-238(f) or within five (5) days of the written notice from the mediator issued in accordance with section 19-238(g) indicating that the mediation has concluded. Such~~ The request shall be on a form provided by the human resources department ~~set forth in substance the employee's grievance and reasons for appeal of action taken thereon. Such~~ A hearing shall be scheduled as soon as possible and shall be conducted by procedures and rules established by the personnel advisory board. The hearing shall be closed. The employee shall have the right to be heard and to present evidence. Testimony shall be given under oath and a record made of the hearing.

Each party, as well as the board, may engage counsel and call witnesses. The board shall upon request of any party issue subpoenas and shall in a proper case issue subpoenas duces tecum for the hearing, but not for depositions. Subpoenas shall be issued, served and enforced in the same manner as subpoenas issued under RSMo Ch. 536. by agencies created by

the constitution or state statute. Technical rules of evidence shall not apply. After hearing and consideration of the evidence and within ten (10) working days after the hearing, the board shall render its recommendations in writing to the city manager. As soon as possible after the hearing, a certified written transcript of the hearing along with all exhibits produced at the hearing shall be delivered to the city manager. The city manager shall review the transcript and exhibits and, within thirty (30) days of receiving the transcript, render a decision supported by findings of fact and conclusions of law which shall be final, binding and not subject to further administrative appeal except to the extent allowed by state law.

- (2) ~~Unresolved grievances involving concerns other than suspensions, dismissals, and/or disciplinary demotions may be filed with the city manager's office within five (5) working days of receipt of the director's response. The city manager shall render a decision within ten (10) working days, and this decision shall be final and binding.~~

~~Problems~~ For problems involving sexual harassment or a potential discriminatory situation may be pursued either through the outlined grievance/complaint procedure; or, the employee may contact the human resources department or may utilize available remedies under existing local, state and federal legislation directly.