Exhibit A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUSTIN

AND

AUSTIN FIREFIGHTERS ASSOCIATION

LOCAL 975

EFFECTIVE _____, 2015

Table of Contents

Article 1 – Preamble 1
Article 2 – Definitions 2
Article 3 – Recognition of Association 4
Article 4 – Management Rights 5
Article 5 – Non-Discrimination 6
Article 6 – Work Furloughs 7
Article 7 – Association Dues & Payroll Deductions 8
Article 8 – Civil Service Commission 10
Article 9 – Wages & Benefits 11
Article 10 – Association Business Leave 14
Article 11 – Shared Communications between City & Association 16
Article 12 – Leave Provisions 18
Article 13 – Personnel Deployment 23
Article 14 – Hours of Work 26
Article 15 – Overtime 27
Article 16 – Promotions, Demotions & Reinstatements 29
Article 17 – Hiring & Cadet Training 43
Article 18 – Investigations & Disciplinary Actions 57
Article 19 – Use of Civilian Employees 66
Article 20 – Grievance Procedure 68
Article 21 – Personnel Development Evaluations 71
Article 22 – Health Related Benefits 72
Article 23 – Fire Cadets 73
Article 24 – Drug Testing 74
Article 25 – Preemption of Civil Service & Other Provisions 78
Article 26 – Entire Agreement 79
Article 27 – Maintenance of Standards 80
Article 28 – Savings Clause 81
Article 29 – Notices 82
Article 30 – Termination of Agreement 83
Article 31 – Merger with ATCEMS 84
Article 32 – Line of Duty Deaths 85

Appendices

A-1 Wages Table FY 2014-2015 86
A-2 Wages Table FY 2015-2016 88
A-3 Wages Table FY 2016-2017 90
B Promotional Examination Schedule 92
C Travis County ESD Merger Template 93

ARTICLE 1
PREAMBLE

Section 1. Intent of Agreement

This Agreement is made between the City of Austin, Texas, hereinafter referred to as the "City," and the Austin Firefighters' Association, Local 975 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Association."

Section 2. Purpose of Agreement

WHEREAS, the citizens of the City of Austin have by referendum election chosen the Collective Bargaining Process as a fair and orderly way of conducting its relations with Austin Fire Fighters; and

WHEREAS, the Association has pledged to support the service and mission of the Austin Fire Department, to constructively support the goals and objectives of the Austin Fire Department, and to abide by the statutorily imposed no strike or work slowdown obligations placed upon it;

WHEREAS, it is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the parties, and to establish benefits, rates of pay, hours of work, and other terms and conditions of employment for all members of the bargaining unit and to provide for the equitable and orderly adjustment of grievances that may arise during the term of this Agreement; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows.

ARTICLE 2
DEFINITIONS

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used.

1. "Agreement" refers to this Collective Bargaining Agreement.

2. "Association" means the Austin Firefighters' Association, Local No. 975 of the International Association of Fire Fighters, AFL-CIO-CLC, and its officers and agents authorized to act on its behalf.

3. "Authorized Association Representative" means a representative of the Association authorized by the Association's Executive Board to conduct business on behalf of the Association.

4. "City" means the City of Austin, Texas, the Austin Fire Department and its officers, agents, managers, and others authorized to act on its behalf.

5. "City of Austin Personnel Policies" means, unless otherwise provided herein, those provisions of the City of Austin Personnel Policies, as adopted by the City Council, that apply to Chapter 143 Public Safety Civil Service employees.

6 "Civilian employee(s)," "civilian(s)," or non-civil service employee(s)" means any employee of the Austin Fire Department who is not a fire fighter as defined in Local Government Code §143.003(4).

7. For purposes of Article 22 - Health Related Benefits, "employee" or "City employee" does not include members of the city council and their direct staff; persons who are appointed or elected by the city council pursuant to the City Charter; the city manager and assistant city managers; department directors; and assistant department directors.

8. "Consensus" means a form of group decision-making in which everyone discusses the issues to be decided so that the group may benefit from the knowledge and experience of all its members. In order for consensus to occur, every member of the group must be able to support the decision.

9. "Department" means the Austin Fire Department, acting through its management staff.

10. "Expiration date of this Agreement" means September 30, 2017, unless otherwise specified.

11. "Fire Chief" means the Fire Chief of the Austin Fire Department and is synonymous with the term "department head" as used in Local Government Code Chapter 143.

12. "Fire Fighter" means any employee who is a "fire fighter" as defined in Local Government Code §§143.003(4) and 174.003(2), employed by the Austin Fire Department. It excludes the Fire Chief, non-Civil Service employees, retirees, and any other employees specifically exempted by the terms of this Agreement.

13. "Hiring cycle" means the time period between the announcements for accepting applications through the final approval of an eligibility list, including any subsequent corrections.

14. "Hiring process" or "hiring selection process" means the components used to screen and test applicants to become eligible for selection as a fire cadet under the terms of the Consent Decree.

15. "Immediate family" means the following members of a Fire Fighter's family:

a. Parents (biological parents, adoptive parents, or persons *in loco parentis* to the Fire Fighter when the Fire Fighter was a child);

b. Spouse (husband, wife, or domestic partner);

c. Child (biological, adopted, foster, stepchild, legal ward, or a child for whom the Fire Fighter is a person standing *in loco parentis);*

d. Sisters or brothers;

e. Grandparents;

f. Grandchildren;

g. Parents and grandparents of a Fire Fighter's spouse; and

h. Any relative living in the same household with a Fire Fighter.

16. "Local Government Code Chapter 143" and/or "Chapter 143" refers to those portions of the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code Chapter 143 which are applicable to the City.

17. "Local Government Code Chapter 174" and/or "Chapter 174" refers to the Fire and Police Employee Relations Act, Texas Local Government Code Chapter 174.

18. "Lawsuit" means the lawsuit known as *United States v. City of Austin*, Case No. 1:14-cv-00533, filed in the United States District Court for the Western District of Texas.

19. "Consent Decree" means the Consent Decree (Document No. 64) approved by the U.S. District Court and entered in the *United States v. City of Austin*, Case No. 1:14-cv-00533, in the United States District Court for the Western District of Texas concerning hiring at the Austin Fire Department, together with all changes or modifications resulting from a subsequent Court order or an agreement between the parties pursuant to the dispute resolution procedures in the Consent Decree.

20. "United States" means the United States of America, through the Department of Justice ("DOJ").

ARTICLE 3
RECOGNITION OF ASSOCIATION

The City recognizes the Association as the sole and exclusive bargaining agent for all Fire Fighters pursuant to Local Government Code Section 174.101. Recognition of the Association as the exclusive bargaining agent is not understood to make it a necessary party to disciplinary agreements between a Fire Fighter and the Fire Chief.

ARTICLE 4
MANAGEMENT RIGHTS

The City retains all inherent rights to manage the Fire Department and its work force which it enjoys under applicable law, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge in accordance with Chapter 143 and this Agreement; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the right to evaluate, supervise, and manage performance of the employees; the right to determine the size of the work force, and the assignment of work to Fire Fighters within the Department, including the right to transfer Fire Fighters; the right to determine policy affecting the selection of new Fire Fighters; the right to establish the services and programs provided by the Department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurements and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Association Membership or Activity

Neither the City nor the Association shall interfere with the right of Fire Fighters covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against such Fire Fighters because of lawful Association membership or non-membership activity or status. Nothing in this Agreement will be construed to prevent the Association from requiring Fire Fighters desiring to obtain or retain Association membership to meet its lawful membership requirements. Nothing in this Agreement will be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by the law.

ARTICLE 6
WORK FURLOUGHS

It is expressly agreed and understood that during the term of this Agreement, Fire Fighters covered by this Agreement shall be exempt from any mandatory employee work furlough or other unpaid leave plan implemented by the City for the purpose of reducing base wages paid to employees by reducing an employee's normal work hours. This Article does not apply to disciplinary actions.

ARTICLE 7
ASSOCIATION DUES & PAYROLL DEDUCTIONS

Section 1. Dues Check Off

Upon receipt of a proper and signed authorization from an Association member and written approval by the Association, the City will deduct from the Association member's pay, regular Association dues in the amount set by the Association. The authorization shall be made on a form supplied by the City. The Association shall notify the City of any change in the amount of the regular dues.

Section 2. Other Payroll Deductions

A. The City will continue to deduct from the Association member's pay, upon receipt of an authorization from an Association member and written approval by the Association, deductions in the amount specified by the Association member, for up to ten (10) specific organizations or benefits. The initial organizations or benefits are the following:

Austin Fire Fighters Political Action Committee (PAC)
AFD Historical Museum
Austin Firefighters Relief and Outreach Fund
Austin Firefighters Benevolent Fund
Emergency Services Pipes and Drums Association (ESPADA)

For the Benevolent Fund and Membership Assessment, the Association may change the amount of deduction for those employees who have authorized payroll deductions by providing notification to the City, at least three pay periods in advance of the change.

B. The Association may add or change the specific organizations or benefits up to the ten (10) permitted, subject to approval by the City. In approving the request, the City may consider the type of use and whether the City's involvement in the funding of such organizations or benefits is appropriate. Upon request, the Association will provide appropriate documentation and/or information from which the City may determine and verify that adequate accounting safeguards and controls exist to protect employee funds. The City will not unreasonably delay or withhold approval for the use of deductions. Requests will be submitted to the persons designated in accordance with Article 29, *Notices.*

Section 3. Prior Authorizations

Prior to the effective date of this Agreement, the Association will furnish to the City a list of all Association members. Listed members who authorized dues or payroll deductions prior to the effective date of this Agreement will not be required to submit a new payroll deduction form. Members who are not included in the list must submit proper authorization requesting dues or payroll deductions.

Section 4. Remittance of Deductions

The amounts withheld by the City for dues and payroll deductions will be promptly remitted to the Association's Treasurer.

Section 5. Association Payment of Deduction Costs

The Association agrees to reimburse the City for the cost of making such deductions in an amount not to exceed ten cents ($.10) per deduction. The City will not charge this fee for the following organizations: Austin Firefighters Relief and Outreach Fund, AFD Historical Fund, and Emergency Services Pipes and Drums Association (ESPADA).

Section 6. Correction of Errors

The Association will refund to the City any amount paid to the Association in error under this Article. The City will reimburse an Association member for any amount erroneously deducted from the Association member's pay under this Article.

Section 7. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement until the earlier of a successor Agreement has been reached, or twelve (12) months after expiration of this Agreement.

ARTICLE 8
CIVIL SERVICE COMMISSION

Section 1. *Ex Parte* Communications with Commission

The parties agree that neither the City nor the Association shall have *ex parte* communications with any member of the Civil Service Commission concerning any Commission proceedings such as disciplinary appeals, promotional bypasses, or examination appeals. This section does not prohibit the Civil Service Director, the Director's staff, the City Attorney, or the City Attorney's staff from communicating with Commissioners to the extent necessary to perform their duties in connection with the Commission, provided that such communications are in accordance with applicable law and ethics requirements.

Section 2. Agreed Scheduling of Disciplinary Hearings

In any appeal of a suspension, including an indefinite suspension, the suspended Fire Fighter (or the Fire Fighter's designated representative) and the Fire Chief by written agreement may schedule or re-schedule the hearing on a date more than 30 days after the date the Commission receives the Fire Fighter's notice of appeal. Upon receipt of such written agreement, the Civil Service Director shall schedule the hearing on the agreed date unless a quorum of the Commissioners is unavailable. If a quorum of Commissioners is not available on the agreed date, the Director shall confer with the Fire Fighter (or the Fire Fighter's designated representative) and the Fire Chief to select a new date for the appeal hearing when the parties and a quorum of the Commissioners are available.

ARTICLE 9
WAGES & BENEFITS

Section 1. BASE WAGES

A. For Fiscal Year 2014-2015

Effective with the first full pay period after ratification of this Agreement, the pay scale attached hereto as Appendix A-1 shall apply to all Fire Fighters covered by this Agreement. The pay scale reflects a 1.0% increase to base wages.

B. For Fiscal Year 2015-2016

Effective with the first pay period of Fiscal Year 2015-2016, the pay scale attached hereto as Appendix A-2 shall apply to all Fire Fighters covered by this Agreement. The pay scale reflects a 2.5% increase to base wages over the pay scale attached as Appendix A-1.

C. For Fiscal Year 2016-2017

Effective with the first pay period of Fiscal Year 2016-2017, the pay scale attached hereto as Appendix A-3 shall apply to all Fire Fighters covered by this Agreement. The pay scale reflects a 2% increase to base wages over the pay scale attached as Appendix A-2.

Section 2. ADDITIONAL PAY ITEMS

A. Assignment and Specialized Functions Pay

Commencing on the effective date of this Agreement, the following Assignment and Specialized Functions Pay items shall continue to be available in accordance with criteria and procedures adopted by the Fire Chief:

Airport Fire and Rescue Pay	$150 per month
Bilingual Translation Pay*	$150 per month
Staff Schedule Pay For each consecutive month in a Staff Position, for up to 24 months	$450 per month
For each consecutive month in a Staff Position, immediately following 24 months with no break in the Staff assignment	$600 per month
Special Operations Teams Pay	$150 per month

Commencing on October 1, 2015, the following Assignment and Specialized Functions Pay items shall be available in accordance with criteria and procedures adopted by the Fire Chief:

Bilingual Translation Pay*	$175 per month

*Bilingual Translation Pay applies, at a minimum, to the following languages: Spanish, American

Sign Language, and Asian (Vietnamese, Cantonese, Mandarin, Thai, Korean, Japanese, and Malaysian). A Fire Fighter may receive Bilingual Translation Pay for only one (1) language.

B. Longevity Pay

1. On the effective date of this Agreement, the City will continue to pay Fire Fighters longevity pay in the amount of Eighty Dollars ($80.00) per year for each year of service up to a maximum of twenty-five (25) years of service. Beginning with Fiscal Year 2015-2016, longevity pay will be increased to One Hundred Dollars ($100.00) per year for each year of service up to a maximum of twenty-five (25) years of service.

2. Beginning with the effective date of this Agreement, longevity pay shall be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the Fire Fighter's anniversary date. This change in payment of longevity does not affect the treatment of longevity for retirement and overtime purposes, and the City and the Fire Fighters shall continue making retirement contributions for longevity payments.

C. Education Incentive Pay and Firefighter Certification Pay

During the term of this Agreement, the City shall pay eligible Fire Fighters either Educational Incentive Pay or Firefighter Certification Pay at the rates specified in City of Austin Ordinance No. 20140306-010. To be eligible for such additional pay, the Fire Fighter must meet the criteria and comply with the requirements established by Part 2 of such Ordinance. A Fire Fighter shall not be entitled to receive both Education Incentive Pay and Firefighter Certification Pay.

D. Reimbursements

During the term of this Agreement, the following reimbursements will be paid in accordance with City policy:

1. Mileage paid for travel between stations;

2. Reimbursement of auto insurance deductible.

E. Preemption

Fire Fighters shall be entitled to the Wage and Benefit provisions in this Article, in current state statutes except as amended by this Article, and Department policy as of the effective date of this Agreement. No change to or adoption of any state statute, Executive Order, local ordinance, resolution, rule or policy after the effective date of this Agreement shall alter or add to the terms of this Agreement in respect to Wages and Benefits.

Section 3. Assistant Chiefs

A. The Fire Chief has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget. The base salary of each Assistant Chief shall be at least 12.8% higher than the base salary for the rank of Division Chief. The Fire Chief may designate one Assistant Chief as the Executive Assistant Chief or Chief of Staff, whose pay and benefits may be different than the other Assistant Chiefs.

B. Assistant Chiefs shall be compensated on a salary basis and are exempt employees

for purposes of overtime compensation under applicable federal law.

C. Assistant Chiefs shall be entitled to wages and benefits as provided in this Article, and as to Assistant Chiefs, this Article shall totally preempt any provision for wages and benefits under state statute, including but not limited to Chapter 141, 142 and 143 of the Local Government Code, Executive Order, local ordinance, resolution or rule.

Section 4. EMT Certification

During the term of this Agreement, the Department shall have a policy requiring all Fire Fighters to maintain EMT certification at the EMT-B skill level. If a state of emergency exists in the City of Austin, the Chief may require any Fire Fighter to perform duties requiring EMT-I or EMT-P skill levels without additional compensation. If, however, the Chief requires Fire Fighters to perform duties requiring EMT-I or EMT-P skill levels when such a state of emergency does not exist, those Fire Fighters will be compensated on the basis of a market-based study.

Section 5. Monthly Paid Compensation

It is expressly understood and agreed that the City reserves the right to pro-rate and pay all monthly payments in bi-weekly equivalents.

Section 6. Pay Averaging

During the term of this Agreement, the City may discontinue the current practice commonly known as "pay averaging" if the City determines in good faith that such practice violates the requirements of the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq.*, and its implementing regulations. The City will provide ninety (90) calendar days advance notice of the date the practice will be discontinued. Such notice will be provided to the Association President and will be posted on Fire Net.

Section 7. Retirement Contributions

During the term of this Agreement, the City's contribution rate to the Austin Fire Fighters Relief and Retirement Fund will continue to be no less than 22.05%.

ARTICLE 10
ASSOCIATION BUSINESS LEAVE

Section 1. Association Business Leave

A. Creation of Association Business Leave

Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

B. Permitted Uses of ABL

1. The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes.

2. For other Authorized Association Representatives, ABL may be used for Association business activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. Association business is defined as time spent in Collective Bargaining negotiations; adjusting grievances, attending dispute resolution proceedings, addressing cadet classes during cadet training (with prior approval of the time and content by the Fire Chief, or his/her designee), and attending union conferences and meetings. It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of ABL for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association Business Leave shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association Business Leave shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program. No Association Business Leave shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's vacation time for legislative and/or political activities.

C. Written Request Required

All requests for ABL must be in writing and submitted at least 3 business days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

D. Approval of ABL Requests

The Fire Chief or the Fire Chiefs designee shall approve timely ABL requests, subject only to the operational needs of the Department.

Section 2. Funding and Administration of the Association Business Leave Pool

A. Manner of Funding

For the timeframe between the effective date of this Agreement and through December 31, 2015, the City will fund a pro rata number of hours of Association Business Leave

to a pool of leave time to be used in accordance with this Article. Beginning January 1, 2016, and each subsequent year during the term of this Agreement, during the first ten (10) days of the calendar year, the City will contribute 5,600 hours of Association Business Leave to a pool of leave time which may be used in accordance with this Article. The City will track deductions from the pool as Association Business Leave is used.

B. Administration of Pool

Up to one thousand (1,000) hours remaining at the end of a calendar year will remain in the pool for use in the following year. However, at no time may the pool exceed sixty six hundred (6,600) hours. Up to one thousand (1000) hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

C. Use of Association Business Leave by Association President

Beginning January 1, 2015, the Association President shall be permitted up to 2080 hours of Association Business Leave from the pool balance per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. The Association President shall account for all leave time taken under such status through the Fire Chiefs office and such time shall be subtracted from the Association leave pool. The Association President will not be entitled to overtime pay from the City for any hours using ABL leave. The Association President may at any time be required to return to duty if an emergency situation exists. The Association President may also be assigned to any special projects at the discretion of the Fire Chief. The pool balance will not be reduced by any hours that the President actually works at the direction of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

D. Administrative Procedures

Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

ARTICLE 11
SHARED COMMUNICATIONS BETWEEN CITY & ASSOCIATION

Section 1. Need for Shared Communications

The parties have agreed that there may be times when shared communications will be necessary and desirable. When those occasions occur, the parties have agreed to certain principles, as detailed in this Article.

Section 2. Principles and Goals of Shared Communications

A. Avoidance of Personal Attacks

Whenever Fire Department management or the Association finds it desirable to communicate with members of the Department or the public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

B. Co-sponsored events

It is also a goal of shared communications that Fire Department management and the Association will identify and participate in co-sponsored events.

C. Association Representation on Department Committees

Finally, it is a goal that the Association locates and assigns Association representatives to Fire Department committees established by the Fire Chief to advise on policies or working conditions.

Section 3. Shared Communications Systems

A. Association Bulletin Boards

The Association shall be permitted to use Association bulletin boards located at Fire Department work sites, after approval of placement and number by the Fire Chief. The Association's bulletin boards will be monitored by both Association battalion stewards and by station officers for content. The following Guidelines shall apply to materials posted on the bulletin boards:

(1) There shall be no personal attacks or inflammatory statements;

(2) All materials shall be directed toward dissemination of general Association information and advising members of events, meeting, and functions;

(3) Department property (bulletin boards on AFD premises, the Pony, and email) is for public business only, and is not dedicated or made available for expressing or debating views or issues, or for any type of political campaign or election information or endorsements (this limitation does not apply to elections for Association officers, provided that only brief notices naming the individual rank, years of service and Association office sought shall be permitted);

(4) Any concerns about the content of posted material shall be brought to the attention of the Association President or designee for review and adjustment as soon as the concerns are noticed. The objectionable material shall be removed from the bulletin board until final determination. An Association notice may include a simple reference to another source for further information such "See AFA Web Page or the Smoke Signal"; and

(5) The Fire Chief retains the final decision as to whether Association materials may be posted on bulletin boards except as to the items noted in (B) 1-5 below, which may be posted without prior approval.

B. Association Use of the Pony and Station Computers and Printers

The Association may also request approval to distribute specific Association materials to the stations through the Department's inter-office mail system (the "Pony"). The Fire Chief, or her/his designee, shall not unreasonably deny such permission. With approval of the Fire Chief, or designee, the Association may be granted approval to use station printers and computers for rapid dissemination of information. After initial approval of a particular type of routine communication, subsequent approval of these types of communications is not required. Use of the Pony or the Department's computers to disseminate information without prior approval shall be limited to members of the Executive Board and the Association President, on the following categories:

(1) Items approved by the Executive Board of Local 975 and certified by the Board as in compliance with the provisions of this Article;

(2) Dissemination of Local 975 meeting agendas;

(3) Special notices of Association events, activities, member opportunities, public service announcements such as "Fill the Boot" or reminders to vote;

(4) Notices of committee meetings; and

(5) Notices of family member deaths.

Materials distributed in the Pony or on computer shall meet the same Guidelines as contained in Section 3.A. above regarding bulletin boards. Other communications between Fire Department Management and Association Representatives may be included by advance approval.

C. Other Association Distributions

Except for the categories specifically permitted without advance approval, the Fire Chief retains the final decision as to whether Association materials may be distributed on or using Department property. A copy of any material sent without prior approval shall be provided by email or photocopy for the Executive Staff.

Section 4. Joint Communications

In order to reduce the amount of rumors in the Department, the parties have agreed to certain methods of joint communications. These include, but are not limited to including a column in any Fire Department publication (should one again be published in the future) in which the Association will be permitted to address rumors. The Association also will permit the Fire Chief space for a column in the "Smoke Signal" (or other successor publication) in which to address rumors. If both parties agree, members of Fire Department management and the Association may make joint appearances at Departmental meetings in order to address critical communications.

ARTICLE 12
LEAVE PROVISIONS

SICK LEAVE

Section 1. Sick Leave Accrual Rates

Sick leave shall be accrued at the following rates.

53-hour week employees	7.50 hours per pay period
40-hour week employees	5.00 hours per pay period

Section 2. Sick Leave Use

A. The use of sick leave will be allowed in case of health care appointments, personal illness, or physical incapacity of an employee. It will also be allowed when a Fire Fighter is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition.

B. Sick leave may be taken in intervals of one-quarter hour for all time that the employee is absent during a regular work day.

Section 3. Payment of Sick Leave upon Separation

Upon separation, maximum payout of sick leave shall be as follows:

53-hour week employees	1080 hours
40-hour week employees	720 hours

VACATION LEAVE

Section 4. Vacation Accrual Rates

Vacation leave shall be accrued at the rates in effect for Fire Fighters as of October 1, 2014.

Section 5. Leave Accruals for Certain Fire Fighters on Forty Hour Workweek

Those Fire Fighters who work a forty hour workweek and those who volunteer to work four 10-hour days per work week, shall have their leave accruals calculated as follows: Leave shall be accrued on the basis of an eight (8) hour day rate. Leave must be used on an hour-per-hour basis.

Section 6. Vacation Use

All vacation leave shall be scheduled and used in accordance with Department procedures approved by the Fire Chief, which shall include a vacation selection process based on seniority. The procedures may permit approval of vacation for up to two Fire Fighters per unit assigned to the same station regardless of the unit to which they are assigned.

Section 7. Vacation Slots

The number of vacation slots that each Battalion will receive per shift will depend on the

number of Fire Fighter positions (excluding Battalion Chiefs) assigned to that Battalion based on the ratio of one vacation slot for every seven (7) Fire Fighter positions (excluding Battalion Chiefs) or fraction thereof.

Section 8. Extra Vacation Slots on Certain Holidays

The parties recognize that having one extra vacation slot available per Battalion per shift on Thanksgiving and Christmas is desirable. Therefore, the City agrees to permit one additional Fire Fighter per Battalion and per shift to schedule vacation time for the shift of, the shift before and the shift after Thanksgiving and Christmas. These slots will be in addition to those permitted under Section 7 above.

Section 9. Vacation: Maximum Leave Accruals

Maximum accrual of vacation shall be as follows:

53-hour week employees	600 hours
40-hour week employees	400 hours

The Fire Fighter will not receive financial compensation for any hours in excess of the cap.

Section 10. Payment of Vacation Leave Upon Separation

Upon separation, maximum payout of vacation leave shall be as follows:

53-hour week employees	360 hours
40-hour week employees	240 hours

Section 11. Accruals

Sick leave and vacation leave shall accrue only in pay periods for which benefits accrue.

Section 12. Family and Medical Leave

The provisions of the City of Austin Personnel Policies shall apply to the use of leave pursuant to the Family and Medical Leave Act (FMLA).

EMERGENCY LEAVE

Section 13. Availability and Amount of Emergency Leave

Emergency Leave is available to be used only for a death in the Fire Fighter's immediate family. A Fire Fighter on a 53-hour week is allowed four (4) days [forty-eight (48) hours] of Emergency Leave. A Fire Fighter on a 40-hour week is allowed five (5) days [forty (40) hours] of Emergency Leave. Emergency leave may be used on no more than four (4) occasions per calendar year, unless the Fire Chief grants a hardship exception to this limit.

Section 14. Emergency Leave Not Subtracted from Other Leave

A Fire Fighter's leave balances will not be reduced by usage of Emergency Leave.

CATASTROPHIC LEAVE

Section 15. Catastrophic Leave

The Department shall establish a procedure whereby sick leave may be donated and used. The Department will establish criteria for the donation and use of hours for the identified need, and the appropriate amount of donated hours. Included in the criteria will be a one-hour minimum donation and a specified beginning and ending date for the donation period. This procedure shall be subject to final approval by the Fire Chief before it is implemented. All requests for use of donated sick leave will be subject to approval of the Fire Chief.

MILITARY LEAVE OF ABSENCE

Section 16. Military Leaves of Absence

Military leave for annual duty in the military reserves or national guard will be granted in accordance with Local Government Code Section 143.072, plus an additional 48 hours for a Fire Fighter assigned to a 53 hour work week. A leave of absence for initial military training or a recall to active military duty will be granted in accordance with Local Government Code Section 143.072. Notwithstanding any provision of Section 143.072 of the Local Government Code, neither military leave nor military leave of absence requires approval of the Civil Service Commission.

HOLIDAYS

Section 17. Holidays

The following official holidays for City employees will be observed for Fire Fighters during the term of this Agreement. If a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on Sunday, it will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve*	December 24
Christmas Day*	December 25
Two Personal Holidays**	Open

*Department policy and procedure will specify how these adjacent holidays are observed when either or both of them fall on a Saturday or Sunday.

**Personal holidays will be used in accordance with Department policy and procedure. One of the two personal holidays will count as the Fire Fighter's September 11 holiday. Both parties agree this section is in compliance with the state statute regarding the September 11 holiday for Fire Fighters.

EXCEPTION VACATION

Section 18. Exception Vacation

Exception vacation hours are hours banked in a separate leave account as each holiday occurs. Use of exception vacation hours is subject to the same Department policies and procedures that apply to use of regular vacation hours.

Section 19. Maximum Accruals.

Maximum accrual of exception vacation shall be as follows:

53-hour week employees	264 hours
40-hour week employees	176 hours

The Fire Fighter will not receive financial compensation for any hours in excess of the cap.

Section 20. Payment of Exception Vacation Upon Separation

Upon separation, maximum payout of exception vacation shall be as follows:

53-hour week employees	264 hours
40-hour week employees	176 hours

ADMINISTRATIVE LEAVE

Section 21. Administrative Leave

Fire Fighters may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose authorized by the Fire Chief.

Section 22. Preemption

Fire Fighters shall be entitled to the Leave provisions in this Article and Department policy as of the effective date of this Agreement. Such entitlements shall not be changed during the term of this Agreement, and shall preempt any inconsistent Leave provisions under Chapters 141, 142, and 143 of the Texas Local Government Code. No change to or adoption of any state statute after the effective date of this Agreement shall alter or add to the terms of this Agreement in respect to Leave. Additionally, such entitlements shall totally preempt Council Resolution No. 20130822-018 in its entirety, and that portion of Council Resolution No. 20130620-015 amending City of Austin Personnel Policies Chapter A, Section III.B.1.c.(2) Parental Leave Benefit. The

remainder of Council Resolution No. 20130620-015 is not preempted by this Article.

ARTICLE 13
PERSONNEL DEPLOYMENT

Section 1. Trading Assignments

Two Fire Fighters of the same rank may trade or "swap" assignments in accordance with this procedure. An agreed swap must have the approval of the appropriate Battalion Chief and the next level supervisor. The swap must be made voluntarily by each Fire Fighter. No Fire Fighter may enter into a swap if he/she is high enough on a promotional eligibility list to make his/her promotion from that list likely. There shall be no swaps involving more than two Fire Fighters. If the swap is between Combat Operations and a Staff Section, it must be with the most senior member of that Staff Section who desires to return to Combat Operations. A member who swaps into a Staff assignment is required to remain in that assignment as described in Section 2.D. Any manipulation of the swap procedure by any Fire Fighter or supervisor shall be grounds to disallow the proposed swap.

Section 2. Policy on Transfers to Open Assignments

A. "Open Assignment" Defined

For purposes of this Agreement only, an "open assignment" is a Civil Service position of any rank from Fire Fighter through Battalion Chief which has been vacated for any reason, including but not limited to retirement, resignation, termination, promotion, or transfer. New positions authorized by the City Council are also "open assignments."

B. Policy

The Fire Chief will issue a General Order that will include provisions establishing posting parameters including: posting of open assignments within ten (10) days after they occur; a minimum of ten (10) days posting period; providing for an application and selection process; and providing written feedback to all applicants who request same. Once an assignment has been posted, it will remain posted on the Fire Department intranet until filled.

C. No selection for open assignment

If no selection is made for an open assignment advertised by a Battalion Chief, the Fire Chief may, at his/her discretion:

1. Leave the assignment open;

2. Fill the assignment with a staff person, if possible;

3. Fill the assignment by promotion;

4. Fill the assignment with a recent academy graduate (if the opening is an assignment in the Fire Fighter rank); or

5. Fill the assignment by transfer.

D. Two-Year Stay In Staff

1. Fire Fighters who promote or transfer to a staff assignment (40 hours per week) or any other assignment for which assignment pay is received (except bilingual pay) shall

ordinarily stay in the assignment for a minimum of two years.

2. A Fire Fighter who is nearing completion of a staff assignment may apply for an open assignment in Operations. If accepted for such assignment, the Fire Fighter will be placed in that open assignment as soon as operational needs of the Department allow, but no sooner than the pay period in which the Fire Fighter's two year staff assignment anniversary date occurs. The assignment will be reserved for the accepted Fire Fighter until such time that he or she is released from the staff assignment. If the Fire Fighter is not selected for the requested position, the Fire Fighter will, as soon as he/she has served 24 months in the staff assignment and as soon as operational needs allow, be placed in another vacant Operations position.

E. Transfer Procedures

The procedures to be followed in transferring Fire Fighters to "open assignments" are contained in the General Orders. If a Fire Fighter can document that they have applied for at least three open positions and has failed to be awarded any of them, the Fire Fighter may request that his/her transfer request be elevated to the Division Chief level. The Division Chief will investigate the situation and will assist the Fire Fighter in placement to an open position as soon as operational needs of the Department allow.

F. Awarded Positions

Once a position has been awarded to a Fire Fighter, the Fire Fighter may not be removed from that position without a documented business need. A position occupied for six months will become an awarded position.

Section 3. Shift Trading Privileges

A. During the term of this Agreement, the Department shall have a policy providing for the trading of shifts/time, and Kelly shifts, among Fire Fighters. The policy shall provide flexibility for Fire Fighters to make such trades, provided that the trades do not compromise the integrity of the firefighting company or the business needs of the Department.

B. The City has agreed to facilitate the Fire Fighters' shift exchanges where the Fire Fighters do so at their sole option and for their convenience. The City offers Fire Fighters no incentive, encouragement, benefit, or promise of reward or advantage to Fire Fighters in connection with providing this option. The City retains the right to make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime laws and regulations, including but not limited to 29 C.F.R.§§ 553.31 and 553.227, governing the City's involvement, regulation, or approval of firefighter participation in this voluntary option.

Section 4. Maternity Alternative Duty Status

For safety purposes, Fire Fighters who learn that they are pregnant may report their condition as soon as practical to their immediate supervisor and report for Alternative Duty. Alternative Duty may be worked during the term of the pregnancy. The Fire Chief, on a case-by-case basis, may authorize post-delivery Alternative Duty status.

Section 5. Discretion of Fire Chief

Nothing in this Article shall be construed as limiting the Fire Chief's authority to determine

personnel assignments.

ARTICLE 14
HOURS OF WORK

Section 1. Employees Working 53-Hour Weeks

Employees who work a 53-hour week shall work one twenty-four (24) hour work shift and forty-eight (48) hours off duty. This shift schedule results in an average of fifty-three (53) hours per week. This shall be accomplished by scheduling eighteen (18) twenty-four (24) hour regular shifts and one (1) twenty-four (24) hour Kelly shift.

Section 2. Employees Working 40-Hour Weeks

The basic work week shall be forty (40) hours per week for all Fire Fighters who are not assigned to work a 53-hour week.

Section 3. Changes by Mutual Agreement

By mutual agreement, the Fire Chief and the Association's Executive Board may agree to change the hours of work set out in this Article.

ARTICLE 15
OVERTIME

Section 1. Overtime Rates

A. Except as may otherwise be specified in this Agreement, all Fire Fighters shall be compensated at the overtime rate of one and one-half (1.5) times the Fire Fighter's regular rate for all hours worked over the applicable overtime thresh-hold prescribed by the FLSA. For purposes of computing overtime, all approved paid leave time, except sick leave, shall be calculated as hours worked.

B. "Regular rate" or "regular rate of pay" for the calculation of overtime shall have the meaning prescribed by the FLSA (in accordance with 29 CFR Sections 778.107 through 778.109 and 778.113).

C. Overtime worked at the beginning or end of a Fire Fighter's shift shall be to the nearest quarter hour for the actual time worked. Overtime that occurs as the result of being called back for duty, and is not a continuation of the Fire Fighter's shift, will be paid to the nearest quarter hour for the actual time worked with a minimum of two (2) hours provided.

Section 2. Overtime Rules

A. During the term of this Agreement, the Department shall have a policy regarding overtime work in the Operations Division. The policy shall provide for constant staffing of the Operations Division. The City agrees to a consistent and predictable application of its policy regarding overtime, provided that the application of the policy does not compromise the integrity of the firefighting company or the business needs of the Department. Overtime will be paid, when necessary, to maintain staffing levels established by the Fire Department's staffing policies.

B. Overtime shall be paid consistent with Section 1 of this Article to an individual for hours worked during his/her regularly assigned Kelly Shift. Fire Fighters will not be considered for overtime while working a Kelly trade.

C. Fire Fighters on their Kelly shift who have placed their name on the overtime Sign-up list will be offered overtime first and generally be released last. Within this group, Fire Fighters with the lowest total "personnel shortage" overtime hours year to date, regardless of rank, will be offered overtime first. If, after utilizing this process, overtime is still necessary, additional members will be selected by a process that does not compromise the integrity of the firefighting company.

Section 3. On Call Status

The Fire Chief shall continue a program of providing additional pay for Fire Fighters who are required to be on call while off duty, which will be consistent with the Department's On Call Policy as it currently exists, or as amended in the future.

Section 4. FLSA Exemption

It is understood and agreed that the City is entitled to the partial exemption under 7(k) of the FLSA (29 U.S.C. §207(k)) and that the Fire Fighters assigned to the Operations Division meet

the test for the 7(k) (also referred to as the 207k) partial exemption.

Section 5. Kelly Shift Change Compensation

In the event a Fire Fighter works an entire Kelly Shift, and then has his/her schedule changed by the Department in the same 19 day pay cycle as the Kelly Shift, and such change results in the Fire Fighter only receiving straight time for hours worked on that Kelly Shift, the Fire Fighter will receive a one-time $300 payment (the "Kelly Shift Change Compensation" payment).

ARTICLE 16
PROMOTIONS, DEMOTIONS, & REINSTATEMENTS

PROMOTIONS

Section 1. Purpose and Objective

The Association hereby agrees to the deviations from Chapter 143 promotion procedures specifically authorized by this Article. Except as allowed by this Article, the City will comply with the promotion procedures specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.

Section 2. Challenges to the Promotional Process

In the event of a lawsuit or administrative claim asserted against the Association based on an allegation that a deviation by the City from Chapter 143 promotion procedures authorized by this Article violates a state or federal law, the City will reimburse the Association for sums paid as damages in such lawsuit or settlement, and for sums paid as attorney's fees and court costs in defending such lawsuit or claim, subject to each of the following required conditions:

1. The Association will fully and vigorously defend the claim on the merits.

2. The City has the right to approve the amount of any settlement of any such claim against the Association.

3. The Association will not assert a claim against the City based on an action by the City that was required by the terms of this Article.

4. Reimbursement for amounts paid as damages or settlement will be made after resolution of the lawsuit by either final judgment in court (including appeals), or settlement approved by the City.

5. Reimbursement for attorney's fees and costs will be ongoing as such fees and costs are paid by the Association. The City will reimburse the Association for attorney's fees at the actual hourly rate normally paid by the Association to the attorney, and in any event no greater than the average hourly rate paid by the City for outside counsel during the preceding fiscal year.

6. The City's total liability for damages and/or fees and costs under this Section will not exceed one hundred fifty thousand ($150,000.00) dollars for the term of this Agreement, regardless of the number or size of claims asserted against the Association.

Section 3. Promotional Examinations – General Provisions

A. Scheduled Examination Dates & Rescheduling Exams

Prior to the effective date of this Agreement, the Chief will establish an examination schedule for all tested ranks, and publish the schedule as Appendix B to this Agreement. No promotional list shall extend longer than six (6) months after the expiration of the Agreement. Scheduled promotional examinations shall be held as provided in Appendix B of this Agreement unless the prior eligibility list is earlier exhausted, in which case the provisions of

subsection F apply. The Department may require members to sign up to take the examination according to the terms specified in the notice of the exam. The actual date of the exam may be rescheduled for up to sixty (60) days in the event of circumstances beyond the City's control, including but not limited to extraordinary weather events or other emergencies. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination, notwithstanding section 143.029. Only members eligible as of the original posted date of the examination shall be eligible to sign up for and take the examination.

B. Effective Date of Promotions, Back Pay Liability

With the exception of the initial scheduled examination dates for each rank, meeting the scheduled examination dates provided for in Appendix B or the re-scheduled date of an exam as allowed in Subsection A, precludes any liability for back pay for that position, provided that the promotion occurs within sixty (60) days after the scheduled examination date or within sixty (60) days after the date of an un-scheduled examination under Subsection F. A promotional delay beyond the sixty (60) days, caused by an Assessment Center appeal filed by any promotional candidate pursuant to Section 14.A.2, precludes any liability for back pay for that position. The right to back pay shall not be affected as to the initial examinations given under the schedule in Appendix B. The right to a retroactive promotion date and seniority shall not be affected as to any examination given during the life of this Agreement.

C. Eligibility

Subject to Subsection A. above and Section 4 below, all candidates for promotion must meet the requirements of Local Government Code §§143.028 and 143.030.

D. Pass Not Promote Points

If a Fire Fighter takes a promotional exam for the rank of fire specialist after December 20, 2009, and passes but does not promote from the resulting eligibility list, the Fire Fighter will receive one (1) point on his/her written exam raw score (after the application of the criteria for breaking ties) in future promotional examinations for the same rank. A maximum of two (2) PNP points may be awarded.

E. Seniority Points

Except as modified by this subsection, nothing in this Agreement preempts Local Government Code Chapter 143.033. If the candidate receives a passing written examination score, seniority points shall be added to the candidate's composite score on the testing battery.

F. Unscheduled Tests Necessitated by Exhausted Eligibility Lists

If a promotional eligibility list for a rank is exhausted more than 90 days prior to the next scheduled promotional exam for that rank, the City may conduct an un-scheduled promotional exam for that rank as follows:

1. The date of the unscheduled written examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The unscheduled exam, including any Assessment Center, will be

conducted in accordance with the requirements of this Article.

3. The resulting Eligibility List will be created in accordance with the requirements of this Article, and will last for twelve (12) to twenty-four (24) months from the date of the written examination. The duration of the list shall be specified in the posting for the written promotional examination.

4. The date of the next scheduled exam will be during the month which is 12-24 months after the date of the unscheduled exam, if the new exam date would occur before the expiration of this Agreement.

5. If the new date for the scheduled exam is less than one year prior to the expiration of this Agreement, the Eligibility List created as a result of the exam will expire six (6) months after the Agreement's termination date.

Section 4. Promotional Process for Captains & Battalion Chiefs

A. Structure of Process

1. Vacant positions in the ranks of Captain and Battalion Chief shall be filled from an eligibility list created by a promotional process consisting of a Written Examination and an Assessment Center conducted in accordance with this Article. The promotional process to the ranks of Captain and Battalion Chief scheduled to be conducted in 2015 will continue in accordance with Chapter 143. The promotional process for the ranks of Captain and Battalion Chief under this Section shall not become effective until the 2015 eligibility lists have expired or been exhausted.

2. The Fire Chief, with the assistance of the Promotional Process Consultant (third party vendor), will develop and implement the promotional process which will include a written test and an Assessment Center, covering subject matters as determined by the Chief.

3. The written examination score will be at least fifty percent (50%) of the composite score, unless the City's Promotional Process Consultant identifies a psychometric reason for weighting the written examination score at less than fifty percent (50%) of the composite score. If the Consultant identifies such a psychometric reason, the change to the weighting of the written examination score shall not be subject to challenge by the Association, either through a contract grievance or in court, unless there is evidence that the reason was obtained by intentional misconduct or clerical error.

4. The City's Promotional Process Consultant will certify that that the promotional process is valid in accordance with accepted professional standards, such as the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selection Procedures* (SIOPS). This certification, a copy of which will be provided to the Association, shall serve as conclusive evidence of promotional process validity, and such validity shall not be subject to challenge by the Association, either through a contract grievance or in court, unless there is evidence that the certification was obtained by intentional misconduct or clerical error.

5. The Association retains the ability to file a grievance contesting whether the City has complied with the provisions of this Article, but will not otherwise bring or support any legal action challenging the City's implementation of this Article. This does not preclude the Association from bringing suit or seeking to intervene in litigation for the sole purpose of defending a promotional process implemented in accordance with this Article, neither does it preclude the City from contesting such suit or intervention.

B. Written Examinations

1. The date of the Written Examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The Promotional Process Consultant will determine whether or not to have a passing cut off score as a condition of proceeding to the Assessment Center portion of the examination.

C. Assessment Centers

1. Parties Devising & Conducting Assessment Centers

(a) The Assessment Center process shall be administered by a Promotional Process Consultant (third party vendor) designated in accordance with this Article. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin.

(b) The assessments themselves, which will be video recorded, shall be performed by an Assessment Center Panel consisting of three (3) members designated in accordance with this Article. An individual candidate's assessment will not be conducted in the presence of other promotional candidates, and may be given at different times from other candidates.

2. Oversight Committee

(a) An Oversight Committee ("OC") shall be appointed in accordance with this Article and shall have the responsibilities set forth below. The purpose of the OC is to identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the Request for Proposal (RFP). The OC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of the vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The OC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which include a recommendation for its choice of vendors to the Fire Chief. The Association may appoint two voting members to the OC. The remaining three voting

members of the OC will be appointed by the Fire Chief and the Director of Civil Service. The Director of Civil Service may also add two additional non-voting members from persons in departments that regularly are a part of the RFP process. The Director of Civil Service, in consultation with the Fire Chief, will draft the Request for Proposal and participate with the OC in all phases of the process. No employee who is then a candidate for promotion to Lieutenant, Captain or Battalion Chief shall serve on the Oversight Committee.

(b) The third party vendor (once awarded), upon request of two or more members of the OC, will meet with them and discuss the methods used in developing the testing processes.

3. Assessment Process Panel

The Assessment Process Panel (the "Panel") shall consist of three (3) members. The Promotional Process Consultant shall be responsible for the recruiting, training, and selection of the Panel members. None of the Panel members may be current, former, or retired employees of the City of Austin. None of the Panel members may have any relationship with any candidate participating in the Assessment Center. All members of the Panel shall have at least one (1) year of experience, within the last five (5) years immediately preceding the Assessment Center, as a fire service professional in the same or higher rank being assessed in a fire department having a minimum staffed strength of four hundred (400) fully paid career fire fighters. The same Panel of three (3) members will assess the entire candidate pool for any given scenario or discrete portion of the assessment center. This provision shall not apply to any candidate taking a promotional examination by virtue of rights granted under USERRA.

4. Posting and Orientation

The date(s) of the Assessment Center shall be posted at least ninety (90) days prior to the date(s) specified for the Assessment Center. If the date(s) of the Assessment Center are postponed, the new date(s) shall be posted at least ten (10) days prior to the new date(s). A brief description of the criteria and subject areas for the Assessment Center will be posted at least ninety (90) days prior to the date of the Assessment Center. All candidates will be invited to attend a classroom orientation concerning the Assessment Center process. The invitation will be posted on FireNet at least ten (10) days prior to the date of the orientation.

5. Debriefing Opportunity for Candidates

After the Assessment Center process has been completed, for each candidate who files a request there will be a process for a voluntary, individual debriefing, at which time the candidate will receive information concerning his or her scores and the weight of the components of the testing process. Notwithstanding Section 4.C.6 below, upon request a Fire Fighter may review the video of his/her own assessment center as a part of the debriefing process.

6. Confidentiality of Assessment Centers

The City and the Association agree that promotional Assessment Centers conducted in accordance with this Article, including any video recording of the assessments, are a scored component part of a Promotional Examination, used in like manner as the scored written

examination, and are therefore confidential pursuant to LGC Section 143.032(h).

D. Composite Scores from Written Examination and Assessment Center

A candidate's total score resulting from the promotional procedure shall be based on a composite of scores combining the final Written Examination and the Assessment Center scores, as determined by the Promotional Process Consultant. The total credit for all combined exam components will be 100% of the candidate's total score, and will be allocated as part of the test design, subject to the requirements of Section 4.A.3. The maximum number of points available for any single examination component will be determined through the test design, with the promotional consultant, which may include the job analysis process with Subject Matter Expert (SME) input. The allocation between the two procedures will be published as soon as practicable prior to the date of the written examination.

E. Creation of Eligibility List

1. Candidates who successfully complete all of the Assessment Center testing processes will be placed on an eligibility list in rank composite score order. A final composite score list will be issued by the Promotional Process Consultant for each Assessment Center completed. The Director of Civil Service shall produce the eligibility list from which vacant positions shall be filled in rank order. The eligibility list shall rank all candidates based on the candidate's composite scores from the Written Examination and the Assessment Center, together with any seniority points.

2. If, after the expiration of the deadline to file an appeal, no appeals have been filed, the Civil Service Office shall post the eligibility list and the list shall become effective immediately. If, during the time to file an appeal, an appeal has been filed, the Civil Service Office shall then submit the list for certification to the Civil Service Commission.

3. If, for any reason, an effective eligibility list needs to be corrected, the Civil Service Office shall correct the list and submit the corrected list for certification to the Civil Service Commission. If the Commission chooses to certify a corrected list, the effective date of the list shall remain the same as the original effective date. In the event of a clerical or electronic error in computing the test score, the expiration date of any promotional examination eligibility list may be amended by written agreement between the President of the Association and the City Manager.

Section 5. Life of Eligibility Lists Created Under This Agreement

Notwithstanding the provisions of Local Government Code §143.036, the life of each promotional eligibility list created during the life of this Agreement will be determined by the Chief, but in no event shall be less than twelve (12) months or more than twenty-four (24) months from the date of the written examination, notwithstanding any pending disputes, appeals or litigation concerning an applicant's score or right to promotion. The duration of the list shall be specified in the posting for the written promotional examination.

Section 6. Existing Promotional Eligibility Lists

Promotional eligibility lists that exist on the effective date of this Agreement will be used to fill promotional vacancies in the ranks for which they were created until they expire. Division

Chiefs promoted from Civil Service promotional lists may not be demoted involuntarily except in accordance with Local Government Code §143.054 or §143.085.

Section 7. Eligibility to Promote to Fire Specialist

Fire Fighters wishing to take the civil service promotional examination for the rank of Fire Specialist must be approved Relief Drivers. All Fire Fighters will be provided an opportunity to take the Relief Driver course at some point prior to the date they become eligible to take the Fire Specialist promotional examination. The promotional process to the rank of Fire Specialist scheduled to be conducted in 2015 will continue in accordance with Chapter 143. The promotional process under this Section shall not become effective until the 2015 eligibility list has expired or been exhausted.

Section 8. Unlawful Impact

The City agrees that it will not change the promotional process for any rank, once adopted for a promotional cycle, unless a court determines that the promotional process is unlawful. If the Department of Justice or the EEOC/TWC determines that reasonable cause exists to believe that the process is unlawful, the City and the Association will engage in informal discussions with the DOJ or the EEOC/TWC to determine whether to implement any changes or adjustments acceptable to the DOJ or the EEOC/TWC which otherwise comply with applicable law. Prior to any changes to the process being implemented, the Association must agree to such changes, unless the changes are ordered by a court.

Section 9. Promotions to Division Chief and Assistant Chief

A. Promotions by Appointment Allowed; Appointment Procedure

1. Except as herein specified, promotions to the rank of Division Chief and Assistant Chief will be made by use of the appointment procedure specified in Local Government Code §§143.014(b) & (e)-(h), except that appointees must hold the rank of Captain or above. Fire Fighters appointed to such positions must have all the qualifications specified, and will have all rights and remedies afforded them under §143.014, including but not limited to the appeal rights provided in §§143.014(h).

2. During the term of this Agreement, the total number of Division Chiefs and Assistant Chiefs may not exceed fifteen (15). The total number of appointed Division Chiefs and Assistant Chiefs may not exceed ten (10).

3. The Fire Chief may not make an appointment to the rank of Division Chief pursuant to this Section, until the Civil Service Promotional Eligibility List for the rank of Division Chief in existence on the effective date of this Agreement either expires or is exhausted prior to the date of its expiration.

B. Promotions by Appointment; When Allowed

1. If a vacancy occurs at the rank of Division Chief or Assistant Chief, the Fire Chief shall have a window of forty-five (45) days, from the date of the vacancy, to fill the vacancy by appointment pursuant to Section 9.A(1) of this Article. No Fire Fighter shall acquire an equitable property right in that vacant position or a primary right to a promotion unless the vacancy remains after the expiration of the forty-five (45) day window. For purposes of this Subsection, a

vacancy occurs when an existing Division Chief or Assistant Chief position is vacated pursuant to LGC Chapter 143.036(a), or when a newly created Division Chief or Assistant Chief position is established by ordinance. This subsection shall not affect the status of individuals on existing promotional eligibility lists, other than the ranks of Assistant Chief and Division Chief, on the date a vacancy occurs as provided in Chapter 143.

2. The Fire Chief may not fill the vacancy by appointment unless:

(a) The Chief makes the appointment effective within the forty-five (45) day window, and

(b) On the date of the appointment, the total number of appointed Fire Fighters (excluding the Fire Fighter to be newly appointed) in the combined ranks of Division Chief and Assistant Chief is fewer than ten (10).

(c) If the Chief does not fill the vacancy by appointment within the 45 days, Sections 143.036(a) and 143.036(e) shall apply for purposes of determining when the vacancy occurred and the timelines for filling that vacancy.

3. If a vacancy is not filled by appointment, the vacancy shall be filled in accordance with the promotional process for Captains & Battalion Chiefs set forth in this Article.

4. The forty-five (45) day window provided for by this Subsection shall be excluded in determining whether a promotional candidate is entitled to back pay based on the date of his/her promotion.

C. Qualifying Criteria

1. The Fire Chief shall establish, in writing, required qualifying criteria for appointed positions, which are in addition to the qualifications listed in Local Government Code §143.014, and may include management experience, education, training, and special experience.

2. The Fire Chief may not make an appointment until the required qualifying criteria are established as prescribed by this Subsection.

3. The Fire Chief may remove without cause a person appointed under this Section, subject to the person's rights under Local Government Code §143.014(g).

Section 10. Shift Commander Assignment

The Fire Department will maintain a minimum of three (3) Shift Commander assignments which will be filled by a Division Chief with a minimum of two (2) years of experience in Operations in the rank of Battalion Chief, or who attained the rank of Division Chief through competitive examination. The requirement to fill the Shift Commander assignment in this manner will extend beyond the expiration date of this Agreement for six (6) months, or until every promotional list created under this Agreement has expired, whichever is later. This provision may also be extended as a result of any extension of this Agreement under Article 30.

WRITTEN PROMOTIONAL EXAMINATION APPEAL PROCESS

Section 11. Application of this Process

The appeal process specified in this Article applies to appeals by individual candidates regarding the grading of their written promotional examinations. Any challenges to the administration of a written promotional examination shall be made in accordance with the provisions of Chapter 143 of the Texas Local Government Code.

Section 12. Appeals Criteria

A. In appeals from written promotion examinations, criteria will be applied to judge the merits of an appeal. The criteria are established in this Section, but may be modified by the Appeals Criteria Committee ("ACC") as provided in this Article. In judging the merits of an appeal the Employee Review Committee ("ERC") described in this Article shall apply only the criteria listed in this section. If, however, the ACC has modified the criteria, the modified criteria will be used by the ERC. The Civil Service Commission must apply the criteria as well, but may add any other criteria it deems relevant to judge the merits of an appeal. All appeals must be on the form prescribed by the Director of Civil Service and must meet the following criteria for the appeal to be submitted to the Civil Service Commission:

1. The form must be completed in the Fire Fighter's own handwriting, must be legible and must contain the following:
   - (a) Fire Fighter's name and TXFIR number;
   - (b) Name of the exam;
   - (c) Question # being appealed;
   - (d) The reason(s) why the question or exam is being appealed; and
   - (e) The date.

2. The form must be completed so that it challenges a specific question.

3. The form must state or list clearly the specific reason(s) for the appeal and must refer only to the approved source material list used to formulate the questions.

4. All support materials cited in or attached to the appeal form must come only from the approved source material list.

5. Unless the criteria for appeals are altered or modified by the Appeals Criteria Committee, appeals must be based on at least one of the following reasons:
   - (a) There is more than one correct answer.
   - (b) There are no correct answers.
   - (c) The question is not clearly stated or there is an error so that the correct answer could not be determined.
   - (d) The question is not from the listed source material.
   - (e) The correct answer scored is not the correct answer.
   - (f) The context of the source material was not used properly in the question or answer.

6. The following contains examples of appeals that will not be submitted to the Civil Service Commission for its review:

(a) Punctuation marks are missing or incorrect.
(b) The exact wording in the source materials was not used.
(c) The question is not job relevant. (All materials included on the approved source materials list are deemed job relevant.)

Section 13. Appeals Criteria Committee

A. Role of Appeals Criteria Committee

An Appeals Criteria Committee (ACC) shall be appointed to review and modify, as necessary, the criteria for what may be appealed to the Civil Service Commission following all written promotional examinations. The ACC shall review the appeal criteria contained in this Agreement following the first written examination appeal conducted under this Agreement to determine whether the criteria should be modified. Thereafter, the ACC shall meet to review the criteria prior to each examination appeal process.

B. Appointment of Members

The ACC, composed of seven (7) individuals, shall be appointed as follows:

1. Three (3) members appointed by the Association, each having taken at least one (1) promotional exam;

2. Two (2) members appointed by the Fire Chief, each having taken at least one (1) promotional exam;

3. One (1) member appointed by the Director of Civil Service; and

4. One (1) member appointed by the Chair of the Civil Service Commission.

C. Approval of Criteria

A simple majority of the ACC shall approve the criteria. The criteria approved by the ACC shall not be appealable to either the Civil Service Commission or to the district court.

Section 14. Appeal Process after Examination

A. Appeal

1. Written Exam. Any Fire Fighter who has taken a written promotional examination may, within five (5) City of Austin business days of posting of the written promotional examination results, review his/her examination results. In a process established by the Director of Civil Service, each candidate who has taken a written promotional examination may have a time period to review his/her examination, write, and submit an appeal. A candidate may submit his/her written appeal at any time before the close of business on the fifth (5th) City of Austin business day after the posting of the written promotional examination results. Any appeal must be based on the appeal criteria as provided in this Agreement or as altered or modified by the Appeals Criteria Committee. Each candidate will receive a copy of the Civil Service Director's process at the conclusion of his/her examination.

2. Assessment Center. A Fire Fighter who claims that a scoring error occurred in his/her Assessment may appeal to the vendor only, using a second review process as established and overseen by the vendor. The decision of the vendor regarding appeals using the second review process shall be final and binding. This Agreement does not a) require the vendor to accept assessment center appeals; or b) require the City to obligate the vendor to accept assessment center appeals. However, whether the vendor accepts such appeals will be one factor, not in itself determinative, considered in selecting the vendor. If a vendor agrees to accept Assessment Center appeals, the Director of Civil Service shall establish by policy the time lines for such appeals. There shall be no other appeal from the results of an Assessment Center process unless an individual Fire Fighter alleges that the results of the process were tainted by fraud, substantive integral compromise or material manipulation on the part of the City, the Promotional Process Consultant or the Assessment Center Evaluation Board. If such allegation is made, the Fire Fighter may appeal only to the Civil Service Commission. The Commission's decision on such appeal may be overturned only if it was procured by fraud, collusion or other unlawful means, or it is not supported by substantial evidence as judged from the administrative record made before the Commission.

B. Review of Examination

The Director of Civil Service will be responsible for providing dates, times, and locations for members to sign up to review their examinations. Each Fire Fighter will be responsible for signing up for a specific time period to review his/her examination. The Fire Fighter will be permitted to stay beyond his/her scheduled time period, if needed, to complete his/her review and to write and submit an appeal. Copies of source materials will be provided for a Fire Fighter's use during this review period *only* if the Fire Fighter specifically requested the materials on the Sign Up form. During the period designated for the Fire Fighter to review his/her examination, the Fire Fighter may bring self-prepared materials such as notes, flash cards, or outlines. The only published materials a Fire Fighter may bring are the source materials upon which the examination was based.

Section 15. Review by Employee Review Committee

A. Role of ERC

An Employee Review Committee (ERC) will be appointed to screen written examination appeals for the ranks of Fire Fighter through Battalion Chief to the Civil Service Commission, applying the criteria described in this Article to determine if any appeals should not be advanced to the Civil Service Commission because they do not meet the criteria.

B. Appointment of ERC Members

The ERC shall be comprised of five (5) members, as follows:

1. For promotional examinations for Specialist rank:
   (a) Four (4) Specialists or higher rank, two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

2. For promotional examinations for Lieutenant rank:
   (a) Four (4) Lieutenants or higher rank, two (2) each appointed by the

Association and the Fire Chief; and

(b) One (1) non-voting member appointed by the Human Resources Department.

3. For promotional examinations for Captain rank:
   (a) Four (4) Captains or higher rank, two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

4. For promotional examinations for Battalion Chief rank:
   (a) Four (4) Battalion Chiefs or higher rank two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

C. Conflicts of Interest

To prevent conflicts of interest, a member of the ERC must not have a personal relationship or conflict of interest with any candidate whose appeal will come before them. The Fire Chief and the Association President shall appoint alternates to the ERC for each rank, who shall substitute for a member of the ERC who cannot review the appeal of a candidate because of a personal relationship or conflict of interest. The Fire Chief shall determine whether such a personal relationship or conflict exists. In a process established by the Director of Civil Service, each candidate who has taken a written promotional examination may appear before the ERC and present information on each question appealed. Only source material may be used to support the candidate's appeal.

D. Decision on Appeals

Appeals may be denied advancement from the ERC to the Civil Service Commission by a vote of a simple majority of the voting members on the ERC. The ERC will make one of the following decisions:

1. The appeal meets the applicable criteria and should be passed on to the Civil Service Commission. Any such decision will be written and include the ERC's view regarding the merits of the appeal.

2. The appeal does not meet the applicable criteria and should not be passed on to the Civil Service Commission.

E. Appeal of Commission Decisions

There will be no State District Court appeal of the ERC's examination appeal determinations or from the Civil Service Commission's written examination appeal decisions, except an appeal alleging the City's failure to validate the written examination, fraud, collusion, or unlawful means.

F. Nothing in this Article is to be construed as limiting a Fire Fighter's right to speak and present argument in support of or against an appeal that has been advanced to the Civil Service

Commission.

DEMOTION AND REINSTATEMENT

Section 16. Demotions due to Return from Military Leave of Absence

In accordance with the provisions of Local Government Code §143.072, when a Fire Fighter returns from a military leave of absence, is reinstated to active duty in the department and is restored to his/her former position, thus creating a surplus in his/her rank, the last person promoted to that rank will be demoted and placed on the reinstatement list for that rank.

Section 17. Reinstatement List

A. Placement on List

Any person placed on the reinstatement list (and there shall be only one list for each rank) by virtue of demotion shall remain on the list indefinitely. This section shall apply to all demotions other than voluntary demotions and those made for discipline on civil service charges, which circumstances do not give rise to any right to be placed on a reinstatement list. Persons on the list shall be entitled to reinstatement in the reverse order of demotion. This results in last demoted first reinstated. Reinstatements must occur off of the reinstatement list before any promotions from a promotional eligibility list. Until such reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created for the purpose of any promotional eligibility list.

B. Promotional Eligibility after Reinstatement

Once reinstated, a Fire Fighter's eligibility for promotion shall be determined from cumulative time in rank, rather than continuous time in rank.

C. Total Preemption

This Section alone shall control any right to reinstatement from a reinstatement list, and shall totally preempt all provisions of Chapter 143, whether or not expressly inconsistent with this provision.

OTHER PROVISIONS

Section 18. Vacancy Created by Extended Absence

A. Notwithstanding any provision in this Article or any provision in Local Government Code Chapter 143, a continuous absence from duty for more than six (6) months because of illness, injury or other authorized leave shall create a vacancy in the affected Fire Fighter's rank, but shall not expand the size of the classified service.

B. Authorized leave that it is anticipated to last for more than six (6) continuous months at the time the leave is approved by the Chief, creates a vacancy in the affected Fire Fighter's rank as of the effective date of the authorized leave.

C. When the Fire Fighter whose absence created the vacancy pursuant to Subsection A

or B returns to active duty, thus creating a surplus in his/her rank, the last person promoted to that rank will be demoted to the next lower rank and placed on a reinstatement list, with such rights as are prescribed in this Article. The same result applies to all other promotions in lower ranks that resulted from the first promotion and subsequent demotion. Any prior continuous absence as defined herein shall resume as of the effective date of this Agreement.

ARTICLE 17
HIRING & CADET TRAINING

PART A. HIRING

Section 1. Initial Hiring Process

A. Submission of Proper Application

1. In order to be considered for the position of cadet, each applicant must first submit a proper application as reasonably defined by the Department. A proper application shall include, but not be limited to, information on personal history, criminal history, driving record, and age. The information submitted shall be used by the Department to determine whether the applicant meets the minimum qualifications to proceed to the testing phases of the process.

2. The Fire Chief shall establish the eligibility and posting requirements for applicants for the position of fire cadet which: (a) shall not be less than the requirements listed in Local Government Code Sections 143.022 through 143.024; and (b) will include a criminal background check conducted by or coordinated through the AFD Professional Standards Office.

3. Any testing procedure ultimately used to create an eligibility list for beginning positions must be open to each person who makes a proper application and meets the requirements prescribed in this Section, unless otherwise specified in this Article.

B. Hiring Process Oversight Committee

1. The Department shall implement a Hiring Process Oversight Committee (HPOC) to assist in the selection of a third party hiring process vendor, and in the development of the hiring selection process to be submitted to the United States in compliance with the Consent Decree. The Association may appoint two voting members and one non-voting member to the HPOC. The remaining three voting members of the HPOC will be appointed by the Fire Chief. The Director of Civil Service may also add two non-voting members.

2. Vendor Selection. The HPOC will identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the RFP. The HPOC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of its recommended vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The HPOC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which includes a recommendation for its choice of vendors to the Fire Chief. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin. The final recommendation of a test vendor to the City Council shall not be a grievable matter and shall not delay the hiring selection process.

3. In identifying the rating criteria to be used in the selection of the third party vendor, and in making its recommendation of a vendor(s) to the Fire Chief, the HPOC should consider, among others, the following factors:

(a) Can the vendor demonstrate that its proposed hiring process has

produced diverse pools of successful firefighters in other major or comparable metropolitan cities?

(b) Can the vendor provide criterion-related validity evidence to support or justify the use of the specified assessments? Claims of criterion-related validity should be supported by the provision of a validity coefficient and the requisite information and data (e.g., sample size, sample type [applicant vs. incumbent], criteria and source, corrections if any, and of what type, etc.) that went into the generation of the specified coefficients.

(c) Can the vendor provide empirically based evidence to support statements pertaining to subgroup differences and adverse impact reduction or elimination? Thus, for subgroup differences, it is expected that information pertaining to the standardized mean differences (d) will be provided. It is expected that similar information will be provided for adverse impact as well. This would include the appropriate prototypical adverse impact statistics such as the 80% rule (adverse impact ratio), z-test, chi-square test, Fisher Exact test, and Zir, and the cut-points on which these analyses are based. The magnitude of these differences should also be interpreted in the context of what is commonly reported in the extant literature for the focal and/or similar constructs.

(d) Has the vendor designed and implemented hiring processes for fire departments of 300 firefighters or more? The vendor will be required to list the larger metro fire departments and the dates for which the work was performed.

(e) Has the vendor designed and conducted assessments with a candidate pool approaching 1500?

(f) Can the vendor provide suggested recruiting techniques that can assist the Department in identifying individuals from under-represented groups that possess the skill sets needed to be a successful candidate within the hiring process?

4. The third party vendor (once awarded), upon request of two or more members of the HPOC, will meet with the HPOC as a group and discuss the methods used in developing the testing processes.

5. It is agreed that nothing in the Agreement relating to the selection of a vendor shall impede, delay or otherwise stop the vendor selection process under way in March of 2015.

C. Development and Implementation of Hiring Selection Process

1. The City, acting through the Fire Chief as its duly appointed representative, with the assistance of the third party vendor and the HPOC, shall design a hiring selection process, for submission to the United States pursuant to the Consent Decree, to determine whether an applicant will be offered a position as a Fire Cadet in an AFD Fire Academy class. The proposed hiring selection process submitted to the United States for approval under Part III(C)(6) of the Consent Decree shall include the items outlined in subsections (a) through (d) below. If the proposed hiring selection process submitted to the United States complies with the items outlined in subsections (a) through (d) below, the proposed selection process shall not be a grievable matter

and shall not delay the hiring selection process. The proposed hiring selection process, including each Selection Device, described in this Article is subject to the requirements of the Consent Decree. As such, the City and the Association understand that the ultimate hiring selection process actually used to hire applicants may deviate from subsections (a) through (d) under the terms of the Consent Decree.

(a) The hiring selection process will include, at a minimum, a cognitive test, an oral assessment process, a physical ability test, a medical test, a psychological test and a background investigation; and will include points for military service as determined by the Fire Chief in consultation with the vendor. The hiring selection process may include non-written Selection Devices.

(b) The cognitive test shall be constructed by the vendor, with the assistance of the HPOC and the Fire Chief, and shall test for multiple cognitive components as determined by the vendor. The cognitive test will be at least 20% of the total composite grade. The cognitive test will have a demonstrable criterion-related validity, using a Pearson correlation coefficient, of at least .28 (corrected using only predictor range restriction and criterion unreliability) with overall job performance as the criterion used to validate the test. One accepted validation approach is a local criterion-related validation study. The vendor will decide which and how many cognitive components to include. In doing so, the vendor must:

(i) Use cognitive components that have been deemed to be important for successful performance as an Austin fire fighter (non-exclusive examples: Verbal Comprehension, Verbal Expression, Problem Sensitivity, Deductive Reasoning, Inductive Reasoning, Information Ordering, Numeric Facility, Mathematical Reasoning, Mechanical Aptitude, and Spatial Orientation); and

(ii) Make reasonable efforts to explore the availability of, and if available, use cognitive components which have been shown to reduce or eliminate disparate impact upon African-Americans, Hispanics and Women without diminution of job-relatedness as set out in this subsection.

(c) The oral assessment process shall be videotaped. Evaluators will be provided at least 8 hours of training. This evaluator training will include frame-of-reference training designed to reduce evaluator panel variance.

(d) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list in the rank order determined from their composite scores on all scored selection devices used in that hiring cycle. The scored selection devices will include at a minimum the cognitive exam and oral assessment process. Scored selection devices may also include non-cognitive exams as determined by the test vendor. Pass/fail type exams may be used to establish candidate pools that are at least minimally qualified to continue in the hiring process. Applicants on the eligibility list may be offered a position as fire cadets in any upcoming AFD Cadet Training Academy class in rank order during the life of the eligibility list.

D. ASSOCIATION PARTICIPATION AND CONFIDENTIALITY

1. Subject to the terms of the Consent Decree, the HPOC may consult with the third party vendor in the development of the hiring selection process, and provide input to the Fire Chief regarding the vendor's recommendations. The HPOC will endeavor to reach consensus in performing its role. The City, acting through the Fire Chief as its duly appointed representative, retains the final authority as to the design and implementation of a hiring selection process. The third party vendor shall certify that the hiring process submitted to the United States in compliance with the Consent Decree is consistent with the "Principles for the Validation and Use of Employees Selection Procedures" (SIOP). This certification shall serve as conclusive evidence of validity and compliance with these principles, in the absence of fraud, substantive integral compromise, or material manipulation.

2. During the development of the hiring selection process and prior to its initial submission to the United States for review in compliance with the Consent Decree, the Association President and an expert chosen by the Association may review the raw data used to determine the validity coefficient of the cognitive test. This review will include all job analysis information that is used to or contributes to demonstrating the validity of all scored selection devices in the test battery (including the oral assessment process); pertinent descriptive statistics, including the item-construct map (breakdown of the number of questions that measure each component to be tested, as well as the pass/fail rate for each cognitive component tested); and requisite item (i.e., item-level construct)/KSA/task linkages, item analysis and statistics, along with all predictor and criterion data.

3. Once the Fire Chief has approved a hiring process for submission to the United States, the process will be made available to the HPOC and the Association President 14 days prior to its initial submission to the United States for review in compliance with the Consent Decree.

4. The hiring process information made available to the HPOC and the Association President shall not include the actual tests. The members of the HPOC and the Association agree that this information is confidential, and shall not be divulged in any manner, except the Association President may provide such information to an expert for review, provided that the expert likewise agrees to maintain such information in confidence. The members of the HPOC and the Association further agree that all copies of the provided information will be returned to the City upon completion of the review, and that no portion of the data shall be retained in any form by the HPOC, the Association, its President, or its expert.

Section 2. Resolution and Dismissal of Pending Claims

A. Benefit of the Bargain

The City is now under a Consent Decree with the United States of America to ensure that all provisions of Title VII of the Civil Rights Act of 1964 are fully enforced and to ensure that no unlawful discrimination exists within any hiring process of the Austin Fire Department. It is the express intent of the City to comply with the terms of the Consent Decree. It is also the express intent of the City to settle and fully resolve all issues currently in dispute between the City and the Association in the Lawsuit. To that end, the City has negotiated with the Association and agreed to the terms of this Article. To insure that the City and the Association

fully enjoy the benefit of this bargain, the City and the Association expressly agree to the following:

1. Compliance with the Consent Decree

Nothing in this Agreement shall prevent the City from implementing changes in a Selection Devices(s) or the overall hiring selection process in order to comply with:

(a) The Consent Decree;

(b) Any agreement reached by the City, United States and the Association; or

(c) A Court order made under the Consent Decree concerning the City's use of a Selection Device or the overall hiring selection process.

2. The Lawsuit

(a) The City and the Association agree to settle and fully resolve all issues currently in dispute between them in the Lawsuit. Recognizing that resolution of these issues involves agreements and actions by the United States and the federal courts, who are not parties to this Agreement, the City, the Association and the United States have entered into a separate Written Agreement (the "Written Agreement") setting out the terms of that settlement. The City and the Association agree to comply with the terms of that separate Written Agreement.

(b) Under the terms of the Written Agreement, the City and the Association have agreed, inter alia, to jointly move the District Court to modify the Consent Decree to permit the Association to participate fully in resolving any objections raised by the United States under Part III.C.6 of the Consent Decree to the same extent and on the same terms as the City may participate in resolving any such objections under Part IV of the Consent Decree. Provided, however, that the Association shall not have the right to appeal any determination by the District Court made under Part IV of the Consent Decree concerning any such objections.

(c) In the event the District Court permits the Association to participate in the Consent Decree dispute resolution process as described in subpart (b), the City and the Association agree that any objection raised by the United States that is, or could have been submitted to the District Court for resolution shall not be subject to challenge by the City or the Association through a contract grievance under Article 20 of this Agreement or Part A Section 3 of this Article.

(d) In the event the 5th Circuit Court of Appeals denies the motion to remand, or the District Court, upon remand, denies the joint motion to modify the Consent Decree to allow the Association's participation in the dispute resolution process as described in subpart (b), the Association and individual Intervenors may continue with their currently pending appeals in the Lawsuit.

(e) This Agreement is not effective until all of the steps listed in the separate written agreement between the City, United States and the Association have been

fulfilled, the Association and the Individual Intervenors have dismissed with prejudice all appeals in the Lawsuit, and the District Court finally approves without material alteration, the request to modify the Consent Decree to permit the Association to participate in the Consent Decree dispute resolution process as described in subpart (b).

3. The 2013 Grievance

On or about May 17, 2013, the Association filed a grievance ("the Grievance") submitted under the 2009 Collective Bargaining Agreement between the Parties, captioned "Grievance over City's violation of CBA Article 17 (Hiring)." The Association agrees to withdraw and dismiss with prejudice this grievance as soon as practicable after this Agreement is executed. The Association hereby withdraws and dismisses with prejudice of the Grievance, the City agrees to reimburse the Association $63,506.16 in actual legal fees and costs incurred by the Association in defending the discrimination charge against the Association that was the subject of this Grievance. Neither the City nor the Association admits any fault or liability concerning this Grievance. The settlement of this Grievance may not be used by the City or the Association in any future arbitration proceeding.

Section 3. Expedited Contract Grievance Procedure

A. For the provisions of Part A, Sections 1 and 2 of this Article that may be submitted for resolution as a Contract Grievance, the parties have agreed to the following expedited Contract Grievance procedure.

B. Within ten (10) days of the date upon which the Association President knew of or should have known of the facts or events giving rise to the grievance, the Association President shall file the grievance with the Fire Chief and the City's Labor Relations Office. After receipt of the grievance, the Fire Chief shall, within seven (7) days of receipt of the grievance, submit his/her response in writing to the Association President.

C. If the grievance is not resolved, the Association shall have seven (7) days from receipt of the Fire Chiefs decision to submit the matter to arbitration. Such arbitrations shall be conducted pursuant to the Expedited Labor Arbitration Procedures established by the American Arbitration Association ("AAA"), and in effect at the time of the dispute. To be appointed, the arbitrator must be available to hear the arbitration within thirty (30) calendar days of selection and a decision shall be made within one (1) week of the hearing. The parties agree to create a list of pre-approved arbitrators. Failing same, or in the absence of an available arbitrator from such pre-approved list, the arbitrator designated by the AAA shall be required to be licensed as an attorney in the State of Texas. The parties both agree that the arbitrator has the discretion to receive and hear issues and testimony by written submission or phone conference, but may also require live testimony where appropriate.

D. Article 20 of this Agreement shall not apply to any grievance as to the provisions of Part A, Sections 1 and 2 of this Article.

Section 4. Life of Eligibility List

Notwithstanding the provisions of Section 143.025, the life of each eligibility list created during the life of this Agreement will be designated a life of no less than twelve (12) months and

not more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications. A final eligibility list in existence on the expiration date of this Agreement may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of the Consent Decree, or (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in Part B of this Article.

Section 5. Life of Certain Provisions of Hiring Article

Notwithstanding any other part of this Agreement, Sections 1, 2, 3, and 4 of Part A of this Article shall survive the expiration of the Agreement, and shall remain in full force and effect so long as the Consent Decree in this Lawsuit is in effect, and for the term of any future collective bargaining agreement between the parties that may be in effect on the date the Consent Decree terminates.

Section 6. Travis County ESD Merger

If the City proposes to merge a Travis County ESD into the Austin Fire Department during the life of this Agreement, the parties agree that the City may use either of the options set forth below as the merger entry process:

Option 1

A. Applicability

The Travis County ESD merger entry process applies only to the hiring of certified fire fighters who work for a Travis County ESD and meet the requirements established in Appendix C.

B. Eligibility Requirements

1. Eligibility requirements established in Appendix C. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy.

2. Upon hire, each ESD merger entry candidate must complete a modified training academy established in Appendix C. The probation period for ESD merger entry candidates ends twelve months from the date of hire.

3. Each ESD merger entry candidate must successfully complete all Training Standards established in this Agreement and Appendix C.

C. Civil Service Status

Upon successful completion of the Modified Training Academy and probationary period, each fire fighter hired through this process shall immediately become a full-fledged Civil Service employee.

D. Pay and Seniority

1. Within the guidelines established in Appendix C, The Fire Chief may

determine the pay rate for each ESD merger entry class during the Modified Training Academy within the guidelines established in Appendix C. Upon completion of the Academy, the Fire Chief may determine the pay rate for each class hired through this ESD merger entry process within the guidelines established in Appendix C. Any pay rate established by the Chief shall not exceed that of a fire fighter with two years of experience in the Austin Fire Department. Each ESD merger entry hire shall be placed in the rank of fire fighter.

2. Regardless of the pay rate established for each ESD merger entry hire, seniority for purposes of longevity pay shall begin from the date of hire.

E. Promotional Eligibility

Fire fighters hired through the ESD merger entry process must meet the same promotional eligibility requirements as Austin Fire Department fire fighters hired through the Department's regular initial hiring process.

F. Implementation

The ESD merger entry process described by this Article may be used at any time, for any number of Travis County ESD's, as authorized by the Fire Chief.

Option 2

The Association will be provided advance notice and an opportunity to negotiate the terms and conditions of an ESD merger. The bargaining process shall be limited to 60 days unless extended by agreement. In the event the parties are unable after 60 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

Section 7. Internship Program

The Association will be provided advance notice and an opportunity to negotiate the terms and conditions of an internship program. The bargaining process shall be limited to 60 days unless extended by agreement. In the event the parties are unable after 60 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

Section 8. Lateral Entry

A. Applicability

1. The lateral entry process applies only to the hiring of certified fire fighters.

2. Eligibility Requirements

(a) The Fire Chief shall establish the eligibility requirements for applicants for the lateral entry process. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy. The requirements may be modified by the Fire Chief, but shall include at least the following:

(b) At the time of application, each applicant must have been actively employed as a structural fire fighter for one or more municipalities, ESDs, military or county fire

departments within the two years prior to the date of application, and must have a total of at least three years of active service as a fire fighter for one or more municipalities, ESDs, military or county fire departments. Austin-Travis County EMS employees, who have structural firefighting certification and three or more year's prior experience with a fire department, also qualify for the lateral entry program.

(c) Each applicant will be subject to a background investigation.

3. Selection and Placement

(a) The Fire Chief shall use the selection criteria and procedures set out in this Article to establish an eligibility list, except that the age limits of §143.023 shall not apply.

(b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list. Applicants on the eligibility list may be offered a position as fire cadet in any upcoming Fire Academy class.

(c) Notwithstanding the provisions of 143.025, the life of each eligibility list created during the life of this Agreement will be designated a life of no less than twelve (12) months and not more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications for lateral entry. A list in existence on September 30, 2017 (the expiration date of this Agreement) may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of this Agreement, (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in this Article.

(d) Upon hire, each lateral entry candidate must complete a modified training academy of not less than ten (10) weeks, as determined by the Chief.

(e) The probation period for lateral entry candidates is twelve months from the date of hire.

(f) Each lateral entry candidate must successfully complete all Training Standards established in this Agreement.

4. Civil Service Status

Upon successful completion of the Modified Training Academy and probationary period, each fire fighter hired through this process shall immediately become a full-fledged Civil Service employee.

5. Pay and Seniority

(a) The Fire Chief may determine the pay rate for each lateral entry hire during the Modified Training Academy. Upon completion of the Academy, the Fire Chief may determine the pay rate for each fire fighter hired through this lateral entry process. Any pay rate established by the Chief shall not exceed that of a fire fighter with two years' experience in the

Austin Fire Department. Each lateral entry hire shall be placed in the rank of fire fighter.

(b) Regardless of the pay rate established for each lateral entry hire, seniority for purposes of longevity pay shall begin from the date of hire.

6. Promotional Eligibility

Fire fighters hired through the lateral entry process must meet the same promotional eligibility requirements as Austin Fire Department fire fighters hired through the Department's regular initial hiring process.

7. Implementation

The lateral entry process described by this Article may be used at any time, for any number of candidates, as authorized by the Fire Chief.

PART B. CADET TRAINING

Section 1. Cadets

Every Fire Cadet applicant hired by the Department must attend an Austin Fire Department Cadet Training Academy. Every applicant selected for a Training Academy must successfully complete the training program by meeting or exceeding all of the requirements established for that Academy.

Section 2. Training Manual

A. The Fire Chief shall issue a Cadet Manual prior to the beginning of each Academy class. Subject to the Fire Chief's authority described below, the provisions of the Cadet Manual shall be published and enforced as written.

B. The Cadet Manual must include the following:

1. Requirement for Cadets to achieve all academic and skill performance criteria as mandated by governing agencies such as Texas Commission on Fire Protection, Texas Department of State Health Services, Office of the Medical Director and the National Registry of Emergency Medical Technicians.

2. Requirement for Cadets to achieve all Job Performance Requirements (JPR) and objectives as listed in the Cadet Training Academy curriculum.

3. Requirement for Cadets to achieve satisfactory performance for all Austin Fire Department Cadet Performance Standards. These performance standards must be comprised of essential job functions for an Austin Fire Department fire fighter and have been validated using an accepted process.

4. The composition and role of the Cadet Oversight Committee for the Training Academy to which the Manual applies. The Association will be entitled to have one committee member attend all Cadet Oversight Committee meetings, unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief. In the event that the Cadet

Oversight Committee meeting occurs on short notice due to unforeseen circumstances, the Association's observer will be briefed as soon as possible. The observer will use ABL if scheduled to work and will not otherwise be compensated.

5. A description of the process for referring Cadets to the Cadet Oversight Committee when their academic performance or skill performance does not meet the requirements or their behavior is deemed to be unsatisfactory. This process must require written documentation to be presented to the Cadet Oversight Committee and includes:

(a) Lead Instructor documentation of any Cadet Training Academy curriculum JPR or objective not successfully achieved.

(b) Training Academy staff documentation of any Cadet Manual academic and/or performance criteria not successfully met.

(c) Training Academy staff or Team Leader documentation of any Cadet Manual violation.

(d) Team Leader documentation of any unacceptable performance and/or behavior.

6. A description of the process that will be used for developing a Performance Improvement Plan (PIP) when the Cadet Oversight Committee determines that a Cadet's academic performance, skill performance or behavior is unsatisfactory. A Cadet PIP must:

(a) Explain the performance and/or behavior that is unsatisfactory.

(b) List the specific objective(s) that must be achieved including criteria for measuring successful achievement of the objective(s).

(c) Indicate the date by which the objective(s) must be achieved. No Cadet PIP will extend beyond the end date of the Training Academy.

(d) State any assistance that may be available to help the Cadet achieve the objective(s).

(e) Identify the consequences for failing to achieve the objective(s) and for not improving to a satisfactory level of performance and/or behavior.

Section 3. Termination Recommendation for Unsatisfactory Performance and/or Behavior

A. The Cadet Oversight Committee or the Training Academy staff shall make a written detailed recommendation that the Fire Chief terminate the employment of a Cadet based on the Cadet's failure to meet the objective(s) of a PIP and achieve a satisfactory level of performance and/or behavior.

B. The Fire Chief may review whether the conditions of the PIP were appropriate and whether an additional PIP is indicated. If the Fire Chief believes that an additional PIP may be indicated, the Chief shall convene a Chief's Review Committee to assist him/her in reviewing the information regarding the issue. The Association will be entitled to have a non-participating observer attend all Chief's Review Committee meetings, unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief.

C. If the Fire Chief determines that the Cadet will be provided with an additional PIP, he/she shall provide written reasons to the Association President for his/her decision. The Association agrees to indemnify the City for any amounts awarded against the City due to a breach of confidentiality or release of this information that is demonstrated to be due to the Association's actions.

Section 4. Extenuating Life Circumstances

During a Training Academy, the Fire Chief shall have authority to consider extenuating life circumstances that may be related to a Cadet's failure to improve performance to a satisfactory level. "Extenuating Life Circumstances" are events which are beyond the control of both the Cadet and the Training staff. If the Fire Chief finds that extenuating life circumstances justify an exception to the Cadet Training Manual, the Fire Chief may direct that the Cadet be retested. The Fire Chief shall notify the Association President, in writing, of his/her (the Chief's) decision and the extenuating life circumstances that justify his/her decision. The Association may challenge the Fire Chief's decision to retain the Cadet by filing a grievance in accordance with Article 20. In any arbitration resulting from the grievance, an arbitrator shall determine whether the extenuating life circumstances justified the Fire Chief's decision. If the arbitrator determines that the Fire Chief's decision was not justified, the arbitrator shall order that the Cadet's employment be terminated, even if the Cadet has graduated from the Academy and/or completed probation at the time of the order. The arbitrator's decision shall be final.

Section 5. Actions by the Fire Chief

A. Once a hiring cycle has begun, the Fire Chief may update the Cadet Training Manual, at any time, to implement any criteria required by law, regulation, or industry standard such as the Texas Commission on Fire Protection, Texas Department of State Health Services, American Heart Association, and the Office of the Medical Director or the National Registry of Emergency Medical Technicians.

B. This Article shall not affect the Chief's existing authority to make determinations about cadets on issues of attendance, discipline, personality, suitability or other such matters not covered by the performance and academic standards established for each cadet class.

C. This Article shall not affect the Chiefs authority to make any determination concerning the continued employment of probationary fire fighters.

D. No grievance or other remedy shall apply in the event of termination of a cadet by the Fire Chief.

E. This Agreement does not create any rights in continued employment for cadets, as third party beneficiaries or otherwise.

Section 6. Miscellaneous Provisions

A. Training of Academy Instructors.

AFD Management along with the Association will provide a class before the academy begins to the academy staff and team leaders on contract compliance as it relates to the training standards.

B. Association Representative on Curriculum Committee

The Curriculum Committee is the group charged with creating the recommendation to the Fire Chief regarding amending the AFD operational and cadet training manual objectives. The Curriculum Committee may appoint sub-committees to accomplish a defined scope of work. The sub-committees will report back to the Curriculum Committee with their recommendations. The Association will be able to appoint (1) one member to the AFD Curriculum Committee.

PART C. OTHER PROVISIONS

Section 1. Challenges to the Hiring/Training Process

In the event of a lawsuit or administrative claim asserted against the Association based on an allegation that a deviation by the City from Chapter 143 hiring or training procedures authorized by this Article violates a state or federal law, the City will reimburse the Association for sums paid as damages in such lawsuit or settlement, and for sums paid as attorney's fees and court costs in defending such lawsuit or claim, subject to each of the following required conditions:

1. The Association will fully and vigorously defend the claim on the merits.

2. The City has the right to approve the amount of any settlement of any such claim against the Association.

3. The Association will not assert a claim against the City based on an action by the City that was required by the terms of this Article.

4. Reimbursement for amounts paid as damages or settlement will be made after resolution of the lawsuit by either final judgment in court (including appeals), or settlement approved by the City.

5. Reimbursement for attorney's fees and costs will be ongoing as such fees and costs are paid by the Association. The City will reimburse the Association for attorney's fees at the actual hourly rate normally paid by the Association to the attorney, and in any event no greater than the average hourly rate paid by the City for outside counsel during the preceding fiscal year.

6. The City's total liability for damages and/or attorney's fees and costs under this Section will not exceed one hundred fifty thousand ($150,000.00) dollars for the term of this Agreement, regardless of the number or size of claims asserted against the Association

Section 2. Effective Dates of Article

The provisions of this Article shall not apply to any Training Academies commenced before the effective date of this Agreement.

ARTICLE 18
INVESTIGATION & DISCIPLINARY ACTIONS

PART A. INVESTIGATIONS

Section 1. Definitions

In Part A of this Article, the following terms and phrases have these meanings:

A. "Complainant" means a person claiming to be the victim of misconduct by a Fire Fighter, or the Fire Chiefs designee acting on information of alleged misconduct by a Fire Fighter that could result in disciplinary action.

B. "Investigation" means an administrative investigation, conducted by the Department, of alleged misconduct by a Fire Fighter that could result in disciplinary action against the Fire Fighter.

C. "Investigator" means any agent or employee of the Department who is assigned to conduct an administrative investigation.

D. "Normally assigned working hours" includes those hours during which a Fire Fighter is actually at work or at the Fire Fighter's assigned place of work, but does not include any time when the Fire Fighter is off duty on authorized leave, including sick leave.

E. "Disciplinary action" means temporary disciplinary suspension, indefinite suspension, demotion in rank, alternative discipline under this Agreement, or any combination of those actions.

F. "Complaint" means an allegation that a Fire Fighter engaged in misconduct.

Section 2. Interview of Subject Fire Fighter

A. An investigator may interview a Fire Fighter who is the subject of an investigation only during the Fire Fighter's normally assigned working hours, unless:

1. The seriousness of the investigation, as determined by the Fire Chief, or designee, requires interview at another time; and

2. The Fire Fighter is compensated for the interview time on an overtime time basis.

B. The Fire Chief may not consider work time missed from regular duties by a Fire Fighter due to participation in the conduct of an investigation in determining whether to impose disciplinary action or in determining the severity of disciplinary action.

C. An investigator may not interview a Fire Fighter who is the subject of an investigation or conduct any part of the investigation at the Fire Fighter's home without the Fire Fighter's permission.

D. Not less than forty-eight (48) hours before an investigator begins the initial interview of a Fire Fighter who is the subject of an investigation, the investigator must inform the Fire Fighter in writing of the allegations in the complaint. The Department may omit the name and/or identity of the person making the complaint(s). In the event the original notice does not contain all allegations of misconduct under investigation, not less than forty-eight (48) hours before the investigator conducts a subsequent interview of the subject Fire Fighter into the additional allegations, the investigator must inform the Fire Fighter in writing of the additional allegations being investigated. The notice of allegations need not reference any law, Department policy, or civil service rule that may have been violated.

E. An investigator may not interview a Fire Fighter based on a complaint by a complainant who is not a Fire Fighter unless the complainant verifies the complaint in writing before a public officer who is authorized by law to take statements under oath. An investigator may interview a Fire Fighter about events or conduct reported by a witness who is not a complainant without disclosing the name of the witness. An interview may be based on a complaint from an anonymous complainant if the departmental employee receiving the anonymous complaint certifies in writing, under oath, that the complaint was anonymous. The provisions of this Subsection do not apply to an on-the-scene investigation that occurs immediately after an incident being investigated, except that the Fire Fighter under investigation must be furnished, as soon as practicable, a written statement of the allegations in the complaint.

F. An interview session of a Fire Fighter who is the subject of an investigation may not be unreasonably long. In determining reasonableness, the gravity and complexity of the investigation must be considered. The investigator shall allow reasonable interruptions to permit the firefighter to attend to personal physical necessities.

G. An investigator may not threaten a Fire Fighter who is the subject of an investigation with disciplinary action during an interview. An investigator may inform a Fire Fighter that failure to answer truthfully reasonable questions directly related to the investigation or to cooperate fully in the conduct of the investigation may result in disciplinary action.

H. If prior notification of intent to record an interview is given to the other party, either the investigator or the Fire Fighter who is the subject of an interview may record the interview.

I. A Fire Fighter who is the subject of an investigation shall have the right to be represented by an attorney or Authorized Association Representative, both referred to as "representative" in this Article, of the Fire Fighter's choice during an interview and in any subsequent disciplinary and/or appeal proceedings. The attorney or representative cannot be a Fire Fighter who has any involvement with the matter under investigation, other than the Fire Fighter's role as representative of the Fire Fighter who is the subject of the investigation. At the conclusion of the interview, the Fire Fighter and/or the representative can offer mitigating circumstances to be considered, and to offer investigatory leads for the investigator's consideration. The right to representation does not apply to matters that are addressed through the member's chain of command and that do not rise to the level of an investigation as defined in this Article.

Section 3. Access to Records by Fire Fighters

A. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, which is the subject of the allegations if such recording is within the possession or control of the Department.

B. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be allowed to review the portions of any document(s) in which it is alleged that the Fire Fighter provided false, incomplete, inconsistent, or conflicting information, or in which it is alleged that the Fire Fighter omitted information in violation of any law or Department policy.

C. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be allowed to review any report, supplement, or other statement recorded or written by the Fire Fighter, setting forth particulars or facts regarding the operative conduct which is the subject of the allegation(s).

Section 4. Statements

A. All recorded interviews of a Fire Fighter who is the subject of an investigation will be transcribed by the Professional Standards Office and signed by the Fire Fighter.

B. A Fire Fighter is entitled to a copy of his/her statement to the Professional Standards Office at the time the statement is finalized and signed by the Fire Fighter, but the statement remains confidential in the hands of the Fire Fighter and his/her attorney or representative, pursuant to 143.089(g), and any orders of non-communication about internal investigations, except for consultations with the Fire Fighter's attorney or representative.

Section 5. Investigators

A. A person may not be assigned to conduct an investigation if the person is the complainant, the ultimate decision-maker regarding disciplinary action, or a person who has any personal involvement regarding the alleged misconduct.

B. A Fire Fighter who is the subject of an investigation has the right to inquire and, on inquiry, to be informed of the identity of each investigator participating in an interview of the Fire Fighter.

Section 6. Polygraph Examinations

A. A Fire Fighter will not be required to submit to a polygraph examination as part of an investigation unless:

1. The complainant submits to and passes a polygraph examination; or

2. The Fire Fighter is ordered to take an examination under Subsection E below.

B. Subsection A does not apply if the complainant is physically or mentally incapable of being polygraphed.

C. For the purposes of this Section, a Fire Fighter passes a polygraph examination if, in the opinion of the polygraph examiner, no deception is indicated in the examination regarding matters critical to the subject matter under investigation.

D. The results of a polygraph examination that relate to the complaint under investigation are not admissible in a proceeding before the Civil Service Commission or a Hearing Examiner.

E. The Fire Chief, or designee, may order a Fire Fighter to submit to a polygraph examination if the Chief, or designee, considers the circumstances to be extraordinary or believes that the integrity of a Fire Fighter or the Fire Department is in question.

Section 7. Chain of Command & Disciplinary Meetings

A. When a Chain of Command meeting is scheduled to consider the appropriateness and level of discipline against a Fire Fighter, the following procedures shall apply:

1. The Fire Fighter will be offered the opportunity to be present when the evidence is laid out to the chain of command. The Fire Fighter's presence is not mandatory, and a decision not to attend the Chain of Command meeting shall not be held against the Fire Fighter.

2. After the evidence has been presented, the Fire Fighter may address the chain of command prior to its deliberation.

3. The Fire Fighter and their representative shall be excused during the chain of command's deliberation.

B. When a Disciplinary Meeting is scheduled between the Fire Fighter and the Fire Chief for the purpose of determining whether the Fire Chief shall take disciplinary action against a Fire Fighter for alleged misconduct, the following procedures shall apply:

1. Not less than forty eight (48) hours before the scheduled Disciplinary Meeting:

   (a) The Fire Fighter will be notified of the Disciplinary Meeting.

   (b) The Department shall provide the Fire Fighter written notice of the alleged policy violations, and the range of discipline being considered (Chain of Command Recommendation, if any). The recommendation from the chain of command regarding the appropriate discipline is not binding on the Fire Chief. The Fire Chief will make the final determination on what charges are sustained, if any, and the appropriate disciplinary action, up to and including indefinite suspension.

2. The Fire Fighter and his/her representative shall be allowed up to four (4) hours to review any and all evidence gathered or obtained during the investigation, including the PSO summary, if any. The information available for review shall not include evidence from a pending criminal

investigation or judicial proceeding, or information that is otherwise made confidential by law. Neither the Fire Fighter nor the representative will be permitted to make copies of any of the evidence reviewed.

C. The time-lines set forth in this Section may be waived by the Fire Chief and shall not be considered a violation of the Fire Fighter's rights on appeal, if compliance with any such time-line would interfere or conflict with the 180 day statutory deadline for imposing discipline.

Section 8. Confidentiality of Records and Misuse of Information

The access to records provided in this Article has been granted in exchange for the following agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

A. Information provided or made available for review remains confidential in the hands of the Fire Fighter and his/her representative pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with counsel and/or Association representatives who are not involved in the investigation.

B. Retaliation or the threat of retaliation by a Fire Fighter, or by an individual at the direction of the Fire Fighter, against a complainant or a witness is strictly prohibited. A sustained violation of this subsection shall result in either a temporary or indefinite suspension.

C. If a Fire Fighter is suspended for an alleged violation of Subsection B, the Fire Fighter shall have the right to appeal the suspension to the Civil Service Commission or to an Independent Third Party Hearing Examiner pursuant to the provisions of this Agreement and Chapter 143 of the Texas Local Government Code. The Commission or the Hearing Examiner shall decide whether the specific charge related to Subsection B is true. If the charge is found to be true, the Commission or Hearing Examiner must affirm the disciplinary action and cannot amend, modify, or reduce the period of disciplinary suspension. Sections 143.053(e) & (f) of the Texas Local Government Code are hereby superseded to the extent of any conflict with this Section.

Section 9. Violation of Fire Fighter Rights

A violation of Part A of this Article may be considered by the Civil Service Commission or a Hearing Examiner during a disciplinary appeal hearing if the violation substantially impaired the Fire Fighter's ability to defend against the allegations of misconduct.

PART B. DISCIPLINARY ACTIONS

Section 1. Alternative Discipline

The Fire Chief shall have the authority to impose alternative disciplinary actions or enter into alternative discipline agreements under this Article when the Fire Chief determines that the use of alternative discipline is in the best interest of the Fire Department. Nothing in this Article shall diminish or otherwise affect the Fire Chiefs authority to take other disciplinary actions under Chapter 143.

Section 2. Alternative Discipline by Fire Chief

In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, require that the Fire Fighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's health insurance plan. If the Fire Fighter's misconduct involves alcohol and/or drug related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If, after entering the program of counseling and/or rehabilitation, the Fire Fighter fails or refuses to complete the program, the Fire Fighter may be indefinitely suspended. The Fire Fighter has the right to appeal to the Civil Service Commission or to a third-party hearing examiner any discipline imposed under this Section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the Civil Service Commission's or hearing examiner's authority shall be limited to determining the facts, whether the facts reflect a policy violation, and the appropriate length of suspension, if any. Neither the Commission nor a hearing examiner may substitute a program of counseling and/or rehabilitation different than the program imposed by the Fire Chief or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 3. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, offer the Fire Fighter the opportunity to enter into an alternative disciplinary agreement under which the Fire Fighter would accept a temporary suspension of up to ninety (90) days and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Fire Chief. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's health insurance plan. If the Fire Fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the Fire Fighter accepts the opportunity for agreed alternative discipline, the Fire Fighter may not appeal any terms of the agreement. If the Fire Fighter fails to successfully complete the program of counseling and/or rehabilitation, the Fire Fighter may be indefinitely suspended without right of appeal.

Section 4. Last Chance Probation Agreement

A. In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the

Fire Chief may offer the Fire Fighter, as an alternative to indefinite suspension, the opportunity to enter into a "Last Chance Probation" agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the Fire Fighter and the Fire Chief.

1. The Fire Fighter will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Fire Chief.

2. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's health insurance plan.

3. The Fire Fighter will agree to a probationary period not to exceed one year, with the additional requirement that if, during the probationary period, the Fire Fighter commits the same or a similar act of misconduct, the Fire Fighter will be indefinitely suspended without right of appeal.

B. If the Fire Fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the Fire Fighter accepts the opportunity for a "Last Chance Probation" agreement, the Fire Fighter may not appeal any terms of the agreement. If the Fire Fighter fails to successfully complete the agreed program, the Fire Fighter may be indefinitely suspended without right of appeal.

Section 5. Publishing Notice of Discipline

The Fire Chief must publish and circulate within the Department a communication which informs Fire Fighters of disciplinary suspensions imposed by the Fire Chief or disciplinary suspensions agreed to by the Fire Chief and a Fire Fighter. The communication may include the Fire Fighter's rank; each policy or rule which was violated; any extenuating or mitigating circumstances; a brief factual description if the policy or rule violation is not self-explanatory; and the discipline imposed or agreed to by the Fire Fighter. The communication shall not identify the Fire Fighter by name.

Section 6. Extending Disciplinary Deadline by Agreement

A. A Fire Fighter and the Chief, or his/her designee, may agree to extend the 180-day statutory deadline for disciplinary action for a period not to exceed thirty (30) days. Either the Fire Fighter or the Fire Chief may offer or request the extension. The agreement to extend the statutory deadline shall be in writing and shall be signed by both the Fire Fighter and the Chief, or his/her designee.

B. Any disciplinary action taken by the Fire Chief before the extended deadline shall be considered timely. An agreement to extend the deadline does not affect a Fire Fighter's right of appeal from the disciplinary action.

Section 7. Written Response to Disciplinary Action

If a Fire Fighter is temporarily or indefinitely suspended, the document imposing the suspension may not be placed in the Fire Fighter's Civil Service Commission file unless the Fire Fighter is first given an opportunity to read and sign the document. If the Fire Fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A Fire Fighter who receives a temporary or indefinite suspension and who elects not to appeal the action may file a written response by submitting a written response to the Director of Civil Service not later than the 10th day after the date the Fire Fighter is given written notice of the disciplinary action.

Section 8. Transfers Related to Discipline

The Fire Chief retains all right and authority to direct the assignment or placement of Fire Fighters. If any Fire Fighter is transferred in relation to a disciplinary action, the Fire Chief shall make every attempt to place the transferred Fire Fighter in a vacant assignment. If a Fire Fighter, other than the Fire Fighter being disciplined, is displaced because of a transfer related to discipline, the Fire Chief will make every attempt to help the displaced individual move to a more desirable location, which may not necessarily be the location from which the disciplined Fire Fighter was moved.

Section 9. Use of Accrued Leave

Any Fire Fighter who is suspended from duty for up to fifteen (15) days may request approval of the Fire Chief to use accrued vacation leave to cover all or part of the suspension. The Fire Chief may, in his/her sole discretion, determine whether to approve the Fire Fighter's request and the number of days' vacation leave that may be used. The Fire Fighter must request the use of vacation leave within ten (10) days after receipt of notice of the disciplinary suspension. By requesting the use of vacation leave to cover all or part of the suspension, the Fire Fighter waives all right to appeal the disciplinary suspension to the Civil Service Commission or a Hearing Examiner.

Section 10. Non-disciplinary Corrective Action

A. Verbal counseling, written counseling, and written reprimands are not discipline, and are not subject to grievances or appeals as to the substance of the decisions made. A contract grievance may be pursued for violations of the process set forth in this section. Written reprimands shall be initiated on a form which provides space for the Fire Fighter to respond and include his or her version of the event in dispute, which shall be completed and filed within 72 hours following delivery of the proposed written reprimand. That form shall be submitted by the initiating supervisor through the chain of command for review and action. There shall be no other requirement for advance notice of any proposed action. The form shall recite any instances of prior counseling or action, or if there are none, shall state the specific reasons justifying the present action without prior progressive corrective action. Written reprimands shall be initiated by the Fire Fighter's immediate supervisor. The "immediate supervisor'" is the one who had immediate supervisory responsibility over the Fire Fighter at the time of the incident. If a higher ranking department officer witnesses the violation, that officer may direct the supervisor to initiate a written reprimand after discussing the incident with the supervisor.

B. If a written counseling or written reprimand is issued to a Fire Fighter, the written

counseling or written reprimand may not be placed in the Fire Fighter's departmental personnel file unless the Fire Fighter is first given an opportunity to read and sign the document. If the Fire Fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A Fire Fighter may respond in writing to a written counseling or written reprimand by submitting a written response to the Professional Standards Office not later than the 10th day after the date the Fire Fighter is asked to sign the document.

C. A written reprimand shall not be used or relied upon in connection with any future corrective action or discipline after 12 months from the date of its approval. If a written reprimand is offered as proof of progressive discipline in a disciplinary appeal hearing, any written response that was timely filed by the Fire Fighter shall be offered in evidence with the written reprimand.

PART C. EFFECT OF CONTRACT EXPIRATION

The provisions of this Agreement shall remain in full force and effect after the expiration date of this Agreement as to:

A. Any investigation assigned a "PSO Number" by the Professional Standards Office prior to the expiration of this Agreement;

B. Any disciplinary decision by the Fire Chief prior to the expiration of this Agreement; and

C. Any appeals of such disciplinary action.

ARTICLE 19
USE OF CIVILIAN EMPLOYEES

Section 1. Goals and Objectives

The parties acknowledge that they share the interest of utilizing civilian employees in a manner which best accomplishes the goals and objectives of the Department while preserving job security for Chapter 143 Civil Service employees. To fulfill this interest, the parties agree that this Article shall apply to the duties set out herein.

Section 2. Fire Prevention

Fire prevention duties shall be performed by Fire Fighters, except that degreed engineers who are civilian employees may be assigned fire prevention duties.

Section 3. Fire Communications

Fire communications duties will be performed by Fire Fighters, except that the one (1) dispatch position currently filled by a civilian employee will be converted to a Fire Fighter position through attrition. No additional dispatch positions will be filled by civilian employees.

Section 4. Fire Administration

Fire Administration duties, within the meaning of Local Gov't Code 143.003(4)(A)(ix), may be performed by civilian employees. The Department agrees that civilian employees working in Fire Administration will not be used to perform the duties listed in Section 143.003(4)(A)(i–viii and x), or to perform Fire Administration duties currently performed by Fire Fighters.

Section 5. Recruiting

Subject to the requirements of the Consent Decree, the Association agrees that the City may use civilian contractors and/or one-full time civilian employee, in the Recruiting Section, to recruit applicants for the Fire Department. The Association recognizes that recruiting activities are cyclical and during the months immediately preceding the hiring process, the city may employ additional temporary or part time civilian employees to assist in the recruiting efforts.

Section 6. Public Information Officer

The position of Public Information Officer may continue to be a civilian position. The Fire Chief will continue to use Fire Fighters as public information officers for on-camera interviews and/or comments at fire or emergency scenes. The parties specifically agree, however, that no grievances or other claims may be filed by any Fire Fighter if any reporter or camera operator inadvertently speaks with and/or photographs a civilian at a fire or emergency scene.

Section 7. Photography and Videography

Photography and videography for public information purposes, marketing and training video production may be performed by civilian employees. However, such civilian employees will not be allowed to perform fire photography duties within the meaning of Local Gov't Code §143.003.

Section 8. Air Shop

The Air Shop supervisor will be under the direct supervision of an on-site Fire Fighter.

Section 9. Wildfire Management Division

Civilians working in the Wildfire Management Division will not be used for fire suppression duties. Civilians working in the Wildfire Management Division may perform community outreach and education, administer programs, provide training, and conduct wildfire prevention, including prescribed burns, under the direct supervision of a firefighter. These civilians will serve as technical advisors in the Wildfire Management, Wildfire Mitigation and Operations divisions.

Section 10. Intent

The parties agree that current job duties or functions now being performed by civilian employees may continue during this Agreement except as specifically modified in this Article. However, the Department agrees that it will not use civilians to perform duties that would not be permitted under Chapter 143, except as provided in this Article. Furthermore, civilian employees will not supervise the work of Fire Fighters. The City agrees that the use of civilian employees shall not cause a reduction in authorized force.

ARTICLE 20
CONTRACT GRIEVANCE PROCEDURE

Section 1. Contract Grievances

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances and, except as provided in Section 5, is exclusively for contract grievances. A contract grievance is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provisions of this Agreement.

The Association or any bargaining unit member may file a contract grievance under the terms of this Agreement. Each contract grievance shall be submitted on a form agreed to by the parties and must include:

1. A brief statement of the grievance and the facts or events upon which it is based;

2. The section(s) of the Agreement alleged to have been violated;

3. The remedy or adjustment sought;

4. The steps taken by the grievant to resolve the issue; and

5. For a maintenance of standards or past practice grievance, the specific right or practice that is the basis of the complaint must be reasonably identified.

Section 2. Procedure

A. Step 1

The Association President or an employee who is aggrieved must file a grievance with the Association Grievance Committee within twenty (20) days of the date upon which the Fire Fighter knew of or should have known of the facts or events giving rise to the grievance. A copy of the grievance shall be forwarded to the Fire Chief or his/her designee and the City's Labor Relations Office by the Association Grievance Committee within three (3) days of receipt of the grievance.

The Association Grievance Committee shall within fifteen (15) days of receipt of the grievance, determine in its sole discretion, if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee and the City's Labor Relations Office that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the Fire Fighter(s) by forwarding the written grievance to Step 2 of this procedure.

B. Step 2

Any grievance found to be valid by the Association Grievance Committee, shall be submitted to the Fire Chief and the City's Labor Relations Office within ten (10) days of the Step 1 ruling. After receipt of the grievance, the Fire Chief shall, within ten (10) days of receipt of the

grievance, submit his/her response in writing to the Association Grievance Committee.

C. Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) days from receipt of the Fire Chiefs decision to submit the matter to arbitration. The arbitration procedure will be implemented by the Association notifying the Fire Chief and the City's Labor Relations Office in writing of its intent to submit the grievance to arbitration.

D. Step 4

If a grievance is submitted to arbitration, the City and the Association may, within five (5) days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on the selection of an arbitrator, the City and Association shall, within five (5) days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one (1) name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of his/her selection and the parties, in agreement with the arbitrator, shall select a time, place and date for the hearing of the grievance.

1. Within thirty (30) days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and the City.

2. With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement.

3. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or modify the present Agreement or to arbitrate away, in whole or in part, any provisions of the Agreement or amendments thereto.

4. The cost of the impartial arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.

5. Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing.

Section 3. Timelines and Calculation of Days

For the purposes of this Article, a day is defined as a business day on which the City conducts normal business. In calculating deadlines, the day of the act, event or default after which a period of time begins to run is not included. The last day of the period is included unless it is a

weekend or City observed holiday. All time limits set forth in this Article may be extended by written mutual consent, but if not so extended must be strictly observed. Failure of the Association or the grievant to comply with the time limits set forth will serve to declare the grievance settled, and no further action shall be taken. Failure of the Fire Chief or the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Association) may proceed to the next step.

Section 4. Election of Remedies

It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies. Any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded his/her authority and jurisdiction as provided under this Agreement, that the decision of the arbitrator was procured by fraud or collusion, or that the arbitrator's decision is based upon a clear and manifest error of law.

Section 5. Statutory Appeals and Hearings

Except as specifically provided in this Agreement, all statutory rights of appeal to the Civil Service Commission or Hearing Examiner, including disciplinary matters, promotional bypasses, and demotions will be governed by Chapter 143 and this Agreement, and are not subject to this contract grievance procedure.

Section 6. Informal Grievance Resolution

In an attempt to avoid costly arbitration, the parties will try to informally resolve grievances both prior to their filing and prior to arbitration. The attempt to informally resolve grievances does not extend any deadlines unless specifically agreed upon by the parties. Failure to comply with this section shall not serve as the basis of a grievance, nor shall it be admissible by either party at arbitration.

ARTICLE 21
PERSONNEL DEVELOPMENT EVALUATIONS

The parties have agreed that Personnel Development Evaluations/PDE's shall be conducted at least annually, notwithstanding Local Government Code Section 143.082 or Commission rules. The Fire Chief shall determine the frequency of administration of the Evaluations. No information on discipline or reprimands shall be included on the efficiency report/PDE.

ARTICLE 22
HEALTH RELATED BENEFITS

Section 1. Health Insurance

During the term of this Agreement, eligible Fire Fighters and their eligible dependents shall be offered the same health insurance coverage at the same subsidized cost as approved by Council for other City employees on an annual basis.

Section 2. Retiree Medical Coverage

During the term of this Agreement, the City will comply with Chapter 175 of the Local Government Code regarding continued health insurance coverage for eligible retired fire fighters and their eligible dependents. During the term of this Agreement, eligible retired fire fighters and their eligible dependents shall be offered the same health insurance coverage at the same subsidized cost as approved by Council for other retired City employees on an annual basis.

In addition, the City agrees to include Fire Fighters in any Post Employment Health Plan (PEHP) established for any of the City's employees, either public safety or non-public safety, during the term of this Agreement.

ARTICLE 23
FIRE CADETS

Section 1. Status of Fire Cadets

By including this Article, the City does not concede that the Association is the exclusive bargaining agent for fire cadets as provided in Local Government Code Section 174.101, and the Association does not concede that it is not the exclusive bargaining agent for fire cadets as provided in Local Government Code Section 174.101.

Section 2. Vacation and Sick Leave Accruals

A. Accrual Rates

Fire Cadets will earn vacation and sick leave at the rate of entry level Fire Fighters during the time they are in Cadet Class.

B. Leave Conversion for Fire Cadets

Leave time accrued by Fire Cadets during their Cadet Class will be converted, upon graduation, by applying the standard rate already in use by the Department for converting leave accruals from 40 to the Operations Division work week schedules.

Section 3. Bilingual Proficiency Examination for Fire Cadets

Fire Cadets will be given the opportunity to take a language proficiency examination before graduation from the Fire Academy for any language for which Bilingual Translation Pay is available under Article 9 of this Agreement. The examination may be scheduled by the Department during the Fire Cadets off-duty time. Any Fire Cadet who elects to take the examination during off-duty hours shall not be entitled to compensation for the time spent taking the examination. Each Fire Cadet who passes the examination shall be entitled to begin receiving Bilingual Translation Pay at the first pay period after graduation from the Academy.

Section 4. Service Credit

Upon graduation from the Fire Academy, Fire Cadets will receive seniority and longevity credit for time spent in the Fire Academy, but such credit will not be counted as time in grade for determining eligibility for promotion.

Section 5. Association Access to Cadet Classes

The Association, with the approval of the content by the Chief, shall be allowed up to four hours to address each Cadet class to inform them about the Association and its activities. Such time spent addressing Cadet classes shall be deducted from the Association Business Leave pool.

ARTICLE 24
DRUG TESTING

Section 1. Commitment to an Effective Drug Interdiction Program

The City and the Association agree that Fire Fighters work in hazardous situations and that their readiness to perform emergency functions cannot be compromised by the use of illegal drugs or controlled substances. In order to further this joint interest in protecting Fire Fighters and the public, the City and Association agree to mandatory drug testing as described in this Article. The City and the Association are committed to the principle that the mandatory drug testing policy for Fire Fighters is designed, and shall be administered, to result in disciplinary action only against those Fire Fighters who have violated the Department's rules, regulations, policies, and procedures.

Section 2. Drug Testing

A. Definitions

1. As used in this Article in connection with post-motor vehicle collision testing pursuant to Section 3 and random testing pursuant to Section 4, "drug testing" means the compulsory production and submission of a urine sample by a Fire Fighter for chemical analysis to detect the presence of prohibited substance usage. Direct observation will not be included in the testing process.

2. As used in this Article in connection with testing on reasonable suspicion pursuant to Section 8, "drug testing" means the compulsory production and submission of a blood sample by a Fire Fighter for analysis to detect the presence and level of alcohol and prohibited substances.

B. Specimen testing shall be conducted using techniques, equipment, and laboratory facilities in compliance with regulations and guidelines of the U.S. Department of Health and Human Services (DHHS) by a laboratory certified by DHHS. Testing shall be consistent with procedures provided in 49 CFR §§40.71 and 40.73 as amended, except where provided otherwise in this Agreement.

C. The prohibited substances that will be tested for shall be the substances listed in 49 CFR §§40.85 and 40.87 at the time of the testing. A positive test is defined as one where there is a quantifiable presence of one of the above prohibited substances in an amount that meets or exceeds the thresholds under CFR §40.87.

D. A Fire Fighter will not be disciplined for the use of a controlled substance for which the Fire Fighter has a valid prescription, provided the employee is using the controlled substance in compliance with the prescription and Department policy, and is not impaired on duty.

Section 3. Post-Motor Vehicle Collision Drug Testing

If a Fire Fighter is involved in a motor vehicle collision while driving a City-owned vehicle at any time, or a personally-owned vehicle while on City business, the driver will be subject to post-accident drug testing if:

1. The collision results in a human fatality; or

2. An individual is transported for medical treatment away from the scene; or

3. Any vehicle involved in the collision is towed from the scene; or

4. If the Fire Fighter requests to be tested.

Section 4. Random Drug Testing

All Fire Fighters at all ranks and the Fire Chief shall be subject to selection for mandatory testing for prohibited drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the City's expense. Each year, up to twenty-five percent (25%) of the number of Fire Fighters in the Department will be randomly tested. The random selection process will be conducted using a scientifically valid method administered by a Third Party Administrator. Selections for random testing will be made for a defined period, no less frequently than monthly.

Section 5. Providing a Urine Sample for Testing

A. Upon being directed to submit a urine specimen for any drug test under this Agreement, a Fire Fighter shall provide a urine sample in accordance with protocols set out in 49 CFR Part 40, as amended, except where provided otherwise in this Agreement. The Fire Chief retains discretion to determine whether specimen collection will occur at a central location or on site at an AFD facility.

B. If the Fire Fighter is unable to provide at least 45ml of specimen on the first attempt, the provision under 49 CFR §40.193 shall be followed under the direction of the Medical Review Officer (MRO).

C. Failure to provide a urine sample other than for a medically verified inability may be considered insubordination, and may be the basis for suspension or indefinite suspension. The laboratory's Medical Review Officer (MRO) shall be contacted for instructions in the event of a claimed inability to provide a sample.

D. The parties recognize that individual testing facilities may have their own unique waiver forms they require the Fire Fighter to sign. Regardless of what the waiver form language states, the only testing and results the City will obtain shall be limited to the provisions of this Article.

Section 6. Assurance of Accurate Results

A. Fire Fighters shall have the right to request that their urine sample be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility where a sample will be maintained for the period of one year. Drug testing shall consist of a two-step procedure:

1. Initial screening test.
2. Confirmation test.

B. Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test. All positive test results will be

reviewed by a Medical Review Officer who shall be selected by the testing laboratory. Fire Fighters shall be provided with a notice of the result and may obtain a copy of the actual laboratory result upon request to the Department's Drug Testing Coordinator.

C. A Fire Fighter who disputes the results of a drug test required under this Agreement may request that an additional test be conducted. This test must be conducted at a different DHHS- certified laboratory. The test must be conducted on a split specimen that was provided by the Fire Fighter at the same time as the original specimen. The Fire Fighter may witness the splitting of the specimen at the time of collection. The method of collecting, storing, and testing the split specimen will be consistent with the procedures set out in 49 CFR Part 40, as amended. The Fire Fighter's request for a split specimen test must be made to the Medical Review Officer within seventy-two (72) hours after the Fire Fighter received notice of the original specimen's verified positive result. Requests received after expiration of the seventy-two (72) hour period can be accepted only if the delay is determined, in the sole discretion of the Fire Chief, to be the result of documentable facts that were beyond the control of the Fire Fighter. The cost of the split specimen test will be paid by the City. If the result of the employee's split specimen test is positive, the Fire Fighter will reimburse the City for the cost of the test.

D. Each year the Drug Testing Program will be evaluated by a third party in accordance with the vendor agreement and CFR §40.121.

Section 7. Confidentiality of Records

The Austin Fire Department is committed to protect the individual dignity, privacy, and confidentiality (consistent with the purposes of the testing program). All records pertaining to required drug tests shall remain confidential except when disclosure is mandated by law or judicial order, or when used in a disciplinary or fitness for duty proceeding. Drug test results and records shall be stored in a locked file under the control of the Department's Drug Testing Coordinator, under the supervision of the Fire Chief, who will maintain original copies submitted by the laboratory. No access to these files shall be allowed without written approval of the Fire Chief.

Section 8. Testing on Reasonable Suspicion

Nothing in this Article shall be construed to prohibit the Fire Chief from conducting an alcohol or drug test on a Fire Fighter, or a search of any areas in which the Fire Fighter does not have a personal privacy expectation, based upon reasonable suspicion that the Fire Fighter has violated the Department's rules, regulations, policies, or procedures. Indicators that form the basis for reasonable suspicion shall be documented in writing.

Section 9. Education

Mandatory educational programs regarding alcohol and drug use will be implemented for all Fire Fighters and printed educational materials will be available to Fire Fighters, including Department policies and relevant federal regulations referred to in this Agreement.

Section 10. Self-Disclosure Prior to Testing Requirement

A. If a Fire Fighter self-discloses to the Fire Chief that the Fire Fighter has used illegal drugs or controlled substances and seeks treatment for drug use, the Fire Chief may use one of the alternative discipline processes in Article 18. Any such self-disclosure must occur:

1. Before the Fire Fighter is notified of selection for random drug testing under Section 4 above;

2. Before the Fire Fighter is involved in any motor vehicle collision that would subject the Fire Fighter to drug testing under Section 3 above; or

3. Before the occurrence of any event which forms the basis of the Fire Chiefs decision to require a drug test based on reasonable suspicion that the Fire Fighter has violated the Department's rules, regulations, policies, or procedures.

Section 11. Conflicts

A. The terms of this Agreement shall prevail in a conflict with Departmental policy regarding alcohol or drug testing.

B. Nothing in this Article restricts the authority of the Fire Chief to impose appropriate disciplinary action for the violation of Department rules, regulations, policies, or procedures regarding:

1. The use or possession of prohibited substances; and/or

2. The misuse of controlled substances or the consumption of alcohol.

ARTICLE 25
PRE-EMPTION OF CIVIL SERVICE AND OTHER PROVISIONS

In this Agreement the parties agree to the following;

"**Conflict preemption**" applies unless otherwise specified. Texas Local Gov't Code §174.006 authorizes the parties to alter a "state or local civil service provision" through collective bargaining. To the full extent authorized by §174.006, the parties agree that the provisions of this Agreement shall preempt those portions of any state statute, executive order, local ordinance, or rule with which they specifically conflict only to the extent of such conflict; remaining portions of such provisions will continue to govern the parties' actions.

"**Total preemption**" applies only where specified. However, to the extent allowed by §174.006, the parties may totally preempt a state statute, executive order, local ordinance, or rule, by placing a provision in this Agreement that: (1) specifically states it is intended to "totally preempt" the law in question, and (2) specifically identifies the law(s) being totally preempted.

ARTICLE 26
ENTIRE AGREEMENT

Section 1. Subjects Bargained

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter which is a mandatory subject of the collective bargaining process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain with respect to any subject or matter, whether or not referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Amendment to the Agreement

Except as otherwise explicitly stated, this Agreement may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 174.

ARTICLE 27
MAINTENANCE OF STANDARDS

Section 1. Scope of Article

Subject to Section 2 below, all economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Austin Fire Department as to matters subject to mandatory bargaining under Local Government Code Chapter 174, and enjoyed by the Fire Fighters of the bargaining unit as of the effective date of this Agreement, but which are not included in this Agreement, shall remain unchanged for the duration of this Agreement.

Section 2. Operational Needs of the Department

Department management may change those benefits, privileges, and working conditions which it determines, in accordance with this subsection, to interfere with the operation of the Department. Any such changes must be made in good faith, must be consistent with the spirit and intent of the relevant provision or practice, must be reasonable and not discriminatory, must be reasonably related to the safe and orderly operation of the Fire Department, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement.

ARTICLE 28
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until collective bargaining negotiations are resumed.

ARTICLE 29
NOTICES

Section 1. Association Notices

Notices the Association is required to provide to the City under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing (by e-mail or U.S. mail) to the Fire Chief's office, the designated attorney in the City Attorney's Office and the City's Labor Relations Office.

Section 2. City Notices

Notices the City is required to provide to the Association under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing (by e-mail or U.S. mail) to the Association President, Secretary/Treasurer and Office Administrator.

Section 3. Designation of Notice Recipients

Within 7 days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

Section 4. Timeliness of Notice

A notice will be deemed timely if postmarked or time stamped no later than the date such notice is due.

Section 5. Adequacy of E-mail Notice

Use of e-mail communications under this Article shall be preceded by confirmed exchanges at the outset of the Agreement, from the sending to receiving servers, prior to using the e-mail option for notices under this Article. Any system change by either party which would modify IT protocols, filters, or other technical configurations shall require a confirmed exchange again. A notice sent by e-mail will be deemed timely if addressed to the correct e-mail addresses for the City or the Association and sent by 11:59 p.m. on the due date.

Section 6. Notice of Address Changes

Notice of any changes of address or e-mail address must be provided in writing to the other party within 7 days of the change.

ARTICLE 30
TERMINATION OF AGREEMENT

Section 1. Term of Agreement

A. This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made retroactive. It shall remain in full force and effect until the 30th day of September, 2017.

B. The provisions of this Agreement do not apply to any Fire Fighter who separates from City employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

Section 2. Continuation during Negotiations

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

Section 3. Funding Obligations

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, if necessary to comply with the Texas Constitution, Article XI.

ARTICLE 31
MERGER WITH ATCEMS

If the City proposes to merge the Austin Fire Department with the Austin-Travis County Emergency Medical Services Department during the life of this Agreement, the parties agree that the Association will be provided advance notice and an opportunity to negotiate the mandatory subjects of bargaining applicable to and directly resulting from the addition of such employees to the bargaining unit before the merger occurs. The bargaining process shall be limited to 120 days unless extended by agreement. In the event the parties are unable after 120 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

ARTICLE 32
LINE OF DUTY DEATHS

In the event of a Line of Duty Death (LODD) in the Austin Fire Department, the Fire Chief may authorize TCFP Certified Fire Fighters employed by other municipalities to ride on AFD apparatus as temporary volunteer replacements during the time of the funeral services or other ceremonial involvement of regular Austin Fire Fighters.

Appendix A-1

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	23.885	25.957	28.165	30.742	30.742	30.742	32.278	32.278	32.278	33.893	33.893	33.893	35.585
14050	MO	4,140	4,499	4,882	5,329	5,329	5,329	5,595	5,595	5,595	5,875	5,875	5,875	6,168
F02	YR	49,680	53,990	58,583	63,944	63,944	63,944	67,139	67,139	67,139	70,497	70,497	70,497	74,017
FIRE SPECIALIST	HR			30.418	33.202	33.202	33.202	34.861	34.861	34.861	36.604	36.604	36.604	38.432
14025	MO			5,273	5,755	5,755	5,755	6,043	6,043	6,043	6,345	6,345	6,345	6,662
F06	YR			63,271	69,060	69,060	69,060	72,510	72,510	72,510	76,137	76,137	76,137	79,939
FIRE LIEUTENANT	HR					35.858	35.858	37.649	37.649	37.649	39.533	39.533	39.533	41.507
14020	MO					6,215	6,215	6,526	6,526	6,526	6,852	6,852	6,852	7,194
F08	YR					74,585	74,585	78,311	78,311	78,311	82,228	82,228	82,228	86,334
FIRE CAPTAIN	HR							40.661	40.661	40.661	42.695	42.695	42.695	44.827
13995	MO							7,048	7,048	7,048	7,401	7,401	7,401	7,770
F09	YR							84,576	84,576	84,576	88,806	88,806	88,806	93,240
FIRE BATTALION CHIEF	HR									44.321	46.538	46.538	46.538	48.862
13985	MO									7,682	8,067	8,067	8,067	8,469
F10	YR									92,188	96,799	96,799	96,799	101,632
FIRE DIVISION CHIEF	HR									47.867	50.261	50.261	50.261	52.770
14015	MO									8,297	8,712	8,712	8,712	9,147
F11	YR									99,563	104,542	104,542	104,542	109,763

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	35.585	35.585	37.367	37.367	37.367	39.233	39.233	39.233	41.195	41.195	41.195	41.195	41.195
14050	MO	6,168	6,168	6,477	6,477	6,477	6,800	6,800	6,800	7,140	7,140	7,140	7,140	7,140
F02	YR	74,017	74,017	77,723	77,723	77,723	81,605	81,605	81,605	85,685	85,685	85,685	85,685	85,685
FIRE SPECIALIST	HR	38.432	38.432	40.356	40.356	40.356	42.372	42.372	42.372	44.490	44.490	44.490	44.490	44.490
14025	MO	6,662	6,662	6,995	6,995	6,995	7,344	7,344	7,344	7,712	7,712	7,712	7,712	7,712
F06	YR	79,939	79,939	83,941	83,941	83,941	88,133	88,133	88,133	92,540	92,540	92,540	92,540	92,540
FIRE LIEUTENANT	HR	41.507	41.507	43.585	43.585	43.585	45.762	45.762	45.762	48.050	48.050	48.050	48.050	48.050
14020	MO	7,194	7,194	7,555	7,555	7,555	7,932	7,932	7,932	8,329	8,329	8,329	8,329	8,329
F08	YR	86,334	86,334	90,657	90,657	90,657	95,184	95,184	95,184	99,943	99,943	99,943	99,943	99,943
FIRE CAPTAIN	HR	44.827	44.827	47.072	47.072	47.072	49.423	49.423	49.423	51.894	51.894	51.894	51.894	51.894
13995	MO	7,770	7,770	8,159	8,159	8,159	8,567	8,567	8,567	8,995	8,995	8,995	8,995	8,995
F09	YR	93,240	93,240	97,909	97,909	97,909	102,799	102,799	102,799	107,939	107,939	107,939	107,939	107,939
FIRE BATTALION CHIEF	HR	48.862	48.862	51.308	51.308	51.308	53.871	53.871	53.871	56.564	56.564	56.564	56.564	56.564
13985	MO	8,469	8,469	8,893	8,893	8,893	9,338	9,338	9,338	9,804	9,804	9,804	9,804	9,804
F10	YR	101,632	101,632	106,721	106,721	106,721	112,051	112,051	112,051	117,653	117,653	117,653	117,653	117,653
FIRE DIVISION CHIEF	HR	52.770	52.770	55.413	55.413	55.413	58.180	58.180	58.180	61.089	61.089	61.089	61.089	61.089
14015	MO	9,147	9,147	9,605	9,605	9,605	10,085	10,085	10,085	10,589	10,589	10,589	10,589	10,589
F11	YR	109,763	109,763	115,259	115,259	115,259	121,015	121,015	121,015	127,065	127,065	127,065	127,065	127,065

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 1: 1.0% effective first full pay period after effective date of Agreement

Appendix A-1

53 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	18.026	19.590	21.257	23.202	23.202	23.202	24.361	24.361	24.361	25.579	25.579	25.579	26.857
14050	MO	4,140	4,499	4,882	5,329	5,329	5,329	5,595	5,595	5,595	5,875	5,875	5,875	6,168
F02	YR	49,680	53,990	58,583	63,944	63,944	63,944	67,139	67,139	67,139	70,497	70,497	70,497	74,017
FIRE SPECIALIST	HR			22.957	25.058	25.058	25.058	26.310	26.310	26.310	27.626	27.626	27.626	29.005
14025	MO			5,272	5,755	5,755	5,755	6,043	6,043	6,043	6,345	6,345	6,345	6,662
F06	YR			63,270	69,060	69,060	69,060	72,510	72,510	72,510	76,137	76,137	76,137	79,939
FIRE LIEUTENANT	HR					27.063	27.063	28.415	28.415	28.415	29.836	29.836	29.836	31.326
14020	MO					6,215	6,215	6,526	6,526	6,526	6,852	6,852	6,852	7,194
F08	YR					74,585	74,585	78,311	78,311	78,311	82,228	82,228	82,228	86,334
FIRE CAPTAIN	HR							30.688	30.688	30.688	32.223	32.223	32.223	33.832
13995	MO							7,048	7,048	7,048	7,401	7,401	7,401	7,770
F09	YR							84,576	84,576	84,576	88,806	88,806	88,806	93,240
FIRE BATTALION CHIEF	HR									33.450	35.123	35.123	35.123	36.877
13985	MO									7,682	8,067	8,067	8,067	8,469
F10	YR									92,188	96,799	96,799	96,799	101,632
FIRE DIVISION CHIEF	HR									36.126	37.933	37.933	37.933	39.827
14015	MO									8,297	8,712	8,712	8,712	9,147
F11	YR									99,563	104,542	104,542	104,542	109,763

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	26.857	26.857	28.202	28.202	28.202	29.610	29.610	29.610	31.090	31.090	31.090	31.090	31.090
14050	MO	6,168	6,168	6,477	6,477	6,477	6,800	6,800	6,800	7,140	7,140	7,140	7,140	7,140
F02	YR	74,017	74,017	77,723	77,723	77,723	81,605	81,605	81,605	85,685	85,685	85,685	85,685	85,685
FIRE SPECIALIST	HR	29.005	29.005	30.458	30.458	30.458	31.979	31.979	31.979	33.578	33.578	33.578	33.578	33.578
14025	MO	6,662	6,662	6,995	6,995	6,995	7,344	7,344	7,344	7,712	7,712	7,712	7,712	7,712
F06	YR	79,939	79,939	83,941	83,941	83,941	88,133	88,133	88,133	92,540	92,540	92,540	92,540	92,540
FIRE LIEUTENANT	HR	31.326	31.326	32.894	32.894	32.894	34.537	34.537	34.537	36.264	36.264	36.264	36.264	36.264
14020	MO	7,194	7,194	7,555	7,555	7,555	7,932	7,932	7,932	8,329	8,329	8,329	8,329	8,329
F08	YR	86,334	86,334	90,657	90,657	90,657	95,184	95,184	95,184	99,943	99,943	99,943	99,943	99,943
FIRE CAPTAIN	HR	33.832	33.832	35.526	35.526	35.526	37.300	37.300	37.300	39.165	39.165	39.165	39.165	39.165
13995	MO	7,770	7,770	8,159	8,159	8,159	8,567	8,567	8,567	8,995	8,995	8,995	8,995	8,995
F09	YR	93,240	93,240	97,909	97,909	97,909	102,799	102,799	102,799	107,939	107,939	107,939	107,939	107,939
FIRE BATTALION CHIEF	HR	36.877	36.877	38.723	38.723	38.723	40.657	40.657	40.657	42.690	42.690	42.690	42.690	42.690
13985	MO	8,469	8,469	8,893	8,893	8,893	9,338	9,338	9,338	9,804	9,804	9,804	9,804	9,804
F10	YR	101,632	101,632	106,721	106,721	106,721	112,051	112,051	112,051	117,653	117,653	117,653	117,653	117,653
FIRE DIVISION CHIEF	HR	39.827	39.827	41.821	41.821	41.821	43.910	43.910	43.910	46.105	46.105	46.105	46.105	46.105
14015	MO	9,147	9,147	9,605	9,605	9,605	10,085	10,085	10,085	10,589	10,589	10,589	10,589	10,589
F11	YR	109,763	109,763	115,259	115,259	115,259	121,015	121,015	121,015	127,065	127,065	127,065	127,065	127,065

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 1: 1.0% effective first full pay period after effective date of Agreement

Appendix A-2

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	24.482	26.606	28.869	31.511	31.511	31.511	33.085	33.085	33.085	34.740	34.740	34.740	36.475
14050	MO	4,243	4,612	5,004	5,462	5,462	5,462	5,735	5,735	5,735	6,022	6,022	6,022	6,322
F02	YR	50,922	55,340	60,048	65,543	65,543	65,543	68,817	68,817	68,817	72,260	72,260	72,260	75,868
FIRE SPECIALIST	HR			31.179	34.032	34.032	34.032	35.732	35.732	35.732	37.519	37.519	37.519	39.393
14025	MO			5,404	5,899	5,899	5,899	6,194	6,194	6,194	6,503	6,503	6,503	6,828
F06	YR			64,851	70,786	70,786	70,786	74,323	74,323	74,323	78,040	78,040	78,040	81,937
FIRE LIEUTENANT	HR					36.754	36.754	38.591	38.591	38.591	40.521	40.521	40.521	42.544
14020	MO					6,371	6,371	6,689	6,689	6,689	7,024	7,024	7,024	7,374
F08	YR					76,449	76,449	80,269	80,269	80,269	84,283	84,283	84,283	88,492
FIRE CAPTAIN	HR							41.678	41.678	41.678	43.763	43.763	43.763	45.948
13995	MO							7,224	7,224	7,224	7,586	7,586	7,586	7,964
F09	YR							86,690	86,690	86,690	91,026	91,026	91,026	95,571
FIRE BATTALION CHIEF	HR									45.429	47.701	47.701	47.701	50.083
13985	MO									7,874	8,268	8,268	8,268	8,681
F10	YR									94,492	99,219	99,219	99,219	104,173
FIRE DIVISION CHIEF	HR									49.063	51.517	51.517	51.517	54.090
14015	MO									8,504	8,930	8,930	8,930	9,376
F11	YR									102,052	107,156	107,156	107,156	112,507

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	36.475	36.475	38.301	38.301	38.301	40.214	40.214	40.214	42.225	42.225	42.225	42.225	42.225
14050	MO	6,322	6,322	6,639	6,639	6,639	6,970	6,970	6,970	7,319	7,319	7,319	7,319	7,319
F02	YR	75,868	75,868	79,666	79,666	79,666	83,645	83,645	83,645	87,827	87,827	87,827	87,827	87,827
FIRE SPECIALIST	HR	39.393	39.393	41.365	41.365	41.365	43.431	43.431	43.431	45.603	45.603	45.603	45.603	45.603
14025	MO	6,828	6,828	7,170	7,170	7,170	7,528	7,528	7,528	7,904	7,904	7,904	7,904	7,904
F06	YR	81,937	81,937	86,040	86,040	86,040	90,337	90,337	90,337	94,854	94,854	94,854	94,854	94,854
FIRE LIEUTENANT	HR	42.544	42.544	44.675	44.675	44.675	46.906	46.906	46.906	49.251	49.251	49.251	49.251	49.251
14020	MO	7,374	7,374	7,744	7,744	7,744	8,130	8,130	8,130	8,537	8,537	8,537	8,537	8,537
F08	YR	88,492	88,492	92,923	92,923	92,923	97,564	97,564	97,564	102,442	102,442	102,442	102,442	102,442
FIRE CAPTAIN	HR	45.948	45.948	48.248	48.248	48.248	50.658	50.658	50.658	53.191	53.191	53.191	53.191	53.191
13995	MO	7,964	7,964	8,363	8,363	8,363	8,781	8,781	8,781	9,220	9,220	9,220	9,220	9,220
F09	YR	95,571	95,571	100,357	100,357	100,357	105,369	105,369	105,369	110,637	110,637	110,637	110,637	110,637
FIRE BATTALION CHIEF	HR	50.083	50.083	52.591	52.591	52.591	55.217	55.217	55.217	57.978	57.978	57.978	57.978	57.978
13985	MO	8,681	8,681	9,116	9,116	9,116	9,571	9,571	9,571	10,050	10,050	10,050	10,050	10,050
F10	YR	104,173	104,173	109,389	109,389	109,389	114,852	114,852	114,852	120,595	120,595	120,595	120,595	120,595
FIRE DIVISION CHIEF	HR	54.090	54.090	56.798	56.798	56.798	59.635	59.635	59.635	62.616	62.616	62.616	62.616	62.616
14015	MO	9,376	9,376	9,845	9,845	9,845	10,337	10,337	10,337	10,854	10,854	10,854	10,854	10,854
F11	YR	112,507	112,507	118,140	118,140	118,140	124,040	124,040	124,040	130,242	130,242	130,242	130,242	130,242

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 2: 2.5% effective the first pay period FY 2015-16.

Appendix A-2

53 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	18.477	20.080	21.788	23.782	23.782	23.782	24.970	24.970	24.970	26.219	26.219	26.219	27.528
14050	MO	4,243	4,612	5,004	5,462	5,462	5,462	5,735	5,735	5,735	6,022	6,022	6,022	6,322
F02	YR	50,922	55,340	60,048	65,543	65,543	65,543	68,817	68,817	68,817	72,260	72,260	72,260	75,868
FIRE SPECIALIST	HR			23.531	25.684	25.684	25.684	26.968	26.968	26.968	28.316	28.316	28.316	29.730
14025	MO			5,404	5,899	5,899	5,899	6,194	6,194	6,194	6,503	6,503	6,503	6,828
F06	YR			64,851	70,786	70,786	70,786	74,323	74,323	74,323	78,040	78,040	78,040	81,937
FIRE LIEUTENANT	HR					27.739	27.739	29.125	29.125	29.125	30.582	30.582	30.582	32.109
14020	MO					6,371	6,371	6,689	6,689	6,689	7,024	7,024	7,024	7,374
F08	YR					76,449	76,449	80,269	80,269	80,269	84,283	84,283	84,283	88,492
FIRE CAPTAIN	HR							31.455	31.455	31.455	33.028	33.028	33.028	34.678
13995	MO							7,224	7,224	7,224	7,586	7,586	7,586	7,964
F09	YR							86,690	86,690	86,690	91,026	91,026	91,026	95,571
FIRE BATTALION CHIEF	HR									34.286	36.001	36.001	36.001	37.799
13985	MO									7,874	8,268	8,268	8,268	8,681
F10	YR									94,492	99,219	99,219	99,219	104,173
FIRE DIVISION CHIEF	HR									37.029	38.881	38.881	38.881	40.822
14015	MO									8,504	8,930	8,930	8,930	9,376
F11	YR									102,052	107,156	107,156	107,156	112,507

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	27.528	27.528	28.907	28.907	28.907	30.350	30.350	30.350	31.868	31.868	31.868	31.868	31.868
14050	MO	6,322	6,322	6,639	6,639	6,639	6,970	6,970	6,970	7,319	7,319	7,319	7,319	7,319
F02	YR	75,868	75,868	79,666	79,666	79,666	83,645	83,645	83,645	87,827	87,827	87,827	87,827	87,827
FIRE SPECIALIST	HR	29.730	29.730	31.219	31.219	31.219	32.778	32.778	32.778	34.417	34.417	34.417	34.417	34.417
14025	MO	6,828	6,828	7,170	7,170	7,170	7,528	7,528	7,528	7,904	7,904	7,904	7,904	7,904
F06	YR	81,937	81,937	86,040	86,040	86,040	90,337	90,337	90,337	94,854	94,854	94,854	94,854	94,854
FIRE LIEUTENANT	HR	32.109	32.109	33.717	33.717	33.717	35.400	35.400	35.400	37.170	37.170	37.170	37.170	37.170
14020	MO	7,374	7,374	7,744	7,744	7,744	8,130	8,130	8,130	8,537	8,537	8,537	8,537	8,537
F08	YR	88,492	88,492	92,923	92,923	92,923	97,564	97,564	97,564	102,442	102,442	102,442	102,442	102,442
FIRE CAPTAIN	HR	34.678	34.678	36.414	36.414	36.414	38.233	38.233	38.233	40.144	40.144	40.144	40.144	40.144
13995	MO	7,964	7,964	8,363	8,363	8,363	8,781	8,781	8,781	9,220	9,220	9,220	9,220	9,220
F09	YR	95,571	95,571	100,357	100,357	100,357	105,369	105,369	105,369	110,637	110,637	110,637	110,637	110,637
FIRE BATTALION CHIEF	HR	37.799	37.799	39.691	39.691	39.691	41.673	41.673	41.673	43.757	43.757	43.757	43.757	43.757
13985	MO	8,681	8,681	9,116	9,116	9,116	9,571	9,571	9,571	10,050	10,050	10,050	10,050	10,050
F10	YR	104,173	104,173	109,389	109,389	109,389	114,852	114,852	114,852	120,595	120,595	120,595	120,595	120,595
FIRE DIVISION CHIEF	HR	40.822	40.822	42.866	42.866	42.866	45.007	45.007	45.007	47.258	47.258	47.258	47.258	47.258
14015	MO	9,376	9,376	9,845	9,845	9,845	10,337	10,337	10,337	10,854	10,854	10,854	10,854	10,854
F11	YR	112,507	112,507	118,140	118,140	118,140	124,040	124,040	124,040	130,242	130,242	130,242	130,242	130,242

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 2: 2.5% effective the first pay period FY 2015-16.

Appendix A-3

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	24.971	27.138	29.446	32.141	32.141	32.141	33.747	33.747	33.747	35.435	35.435	35.435	37.204
14050	MO	4,328	4,704	5,104	5,571	5,571	5,571	5,849	5,849	5,849	6,142	6,142	6,142	6,449
F02	YR	51,940	56,447	61,249	66,854	66,854	66,854	70,194	70,194	70,194	73,705	73,705	73,705	77,385
FIRE SPECIALIST	HR			31.802	34.713	34.713	34.713	36.447	36.447	36.447	38.270	38.270	38.270	40.181
14025	MO			5,512	6,017	6,017	6,017	6,317	6,317	6,317	6,633	6,633	6,633	6,965
F06	YR			66,149	72,202	72,202	72,202	75,809	75,809	75,809	79,601	79,601	79,601	83,576
FIRE LIEUTENANT	HR					37.490	37.490	39.363	39.363	39.363	41.331	41.331	41.331	43.395
14020	MO					6,498	6,498	6,823	6,823	6,823	7,164	7,164	7,164	7,522
F08	YR					77,978	77,978	81,874	81,874	81,874	85,969	85,969	85,969	90,262
FIRE CAPTAIN	HR							42.512	42.512	42.512	44.638	44.638	44.638	46.867
13995	MO							7,369	7,369	7,369	7,737	7,737	7,737	8,124
F09	YR							88,424	88,424	88,424	92,847	92,847	92,847	97,483
FIRE BATTALION CHIEF	HR									46.338	48.655	48.655	48.655	51.085
13985	MO									8,032	8,434	8,434	8,434	8,855
F10	YR									96,382	101,203	101,203	101,203	106,256
FIRE DIVISION CHIEF	HR									50.045	52.548	52.548	52.548	55.171
14015	MO									8,674	9,108	9,108	9,108	9,563
F11	YR									104,093	109,299	109,299	109,299	114,757

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	37.204	37.204	39.067	39.067	39.067	41.018	41.018	41.018	43.069	43.069	43.069	43.069	43.069
14050	MO	6,449	6,449	6,772	6,772	6,772	7,110	7,110	7,110	7,465	7,465	7,465	7,465	7,465
F02	YR	77,385	77,385	81,260	81,260	81,260	85,318	85,318	85,318	89,584	89,584	89,584	89,584	89,584
FIRE SPECIALIST	HR	40.181	40.181	42.193	42.193	42.193	44.300	44.300	44.300	46.515	46.515	46.515	46.515	46.515
14025	MO	6,965	6,965	7,313	7,313	7,313	7,679	7,679	7,679	8,063	8,063	8,063	8,063	8,063
F06	YR	83,576	83,576	87,761	87,761	87,761	92,143	92,143	92,143	96,751	96,751	96,751	96,751	96,751
FIRE LIEUTENANT	HR	43.395	43.395	45.568	45.568	45.568	47.844	47.844	47.844	50.236	50.236	50.236	50.236	50.236
14020	MO	7,522	7,522	7,898	7,898	7,898	8,293	8,293	8,293	8,708	8,708	8,708	8,708	8,708
F08	YR	90,262	90,262	94,781	94,781	94,781	99,515	99,515	99,515	104,491	104,491	104,491	104,491	104,491
FIRE CAPTAIN	HR	46.867	46.867	49.213	49.213	49.213	51.671	51.671	51.671	54.255	54.255	54.255	54.255	54.255
13995	MO	8,124	8,124	8,530	8,530	8,530	8,956	8,956	8,956	9,404	9,404	9,404	9,404	9,404
F09	YR	97,483	97,483	102,364	102,364	102,364	107,476	107,476	107,476	112,850	112,850	112,850	112,850	112,850
FIRE BATTALION CHIEF	HR	51.085	51.085	53.643	53.643	53.643	56.322	56.322	56.322	59.138	59.138	59.138	59.138	59.138
13985	MO	8,855	8,855	9,298	9,298	9,298	9,762	9,762	9,762	10,251	10,251	10,251	10,251	10,251
F10	YR	106,256	106,256	111,577	111,577	111,577	117,149	117,149	117,149	123,006	123,006	123,006	123,006	123,006
FIRE DIVISION CHIEF	HR	55.171	55.171	57.934	57.934	57.934	60.827	60.827	60.827	63.869	63.869	63.869	63.869	63.869
14015	MO	9,563	9,563	10,042	10,042	10,042	10,543	10,543	10,543	11,071	11,071	11,071	11,071	11,071
F11	YR	114,757	114,757	120,503	120,503	120,503	126,521	126,521	126,521	132,847	132,847	132,847	132,847	132,847

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 3: 2.0% effective the first pay period FY 2016-17.

Appendix A-3

53 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	18.846	20.481	22.224	24.258	24.258	24.258	25.469	25.469	25.469	26.743	26.743	26.743	28.079
14050	MO	4,328	4,704	5,104	5,571	5,571	5,571	5,849	5,849	5,849	6,142	6,142	6,142	6,449
F02	YR	51,940	56,447	61,249	66,854	66,854	66,854	70,194	70,194	70,194	73,705	73,705	73,705	77,385
FIRE SPECIALIST	HR			24.002	26.198	26.198	26.198	27.507	27.507	27.507	28.883	28.883	28.883	30.325
14025	MO			5,512	6,017	6,017	6,017	6,317	6,317	6,317	6,633	6,633	6,633	6,965
F06	YR			66,149	72,202	72,202	72,202	75,809	75,809	75,809	79,601	79,601	79,601	83,576
FIRE LIEUTENANT	HR					28.294	28.294	29.708	29.708	29.708	31.193	31.193	31.193	32.751
14020	MO					6,498	6,498	6,823	6,823	6,823	7,164	7,164	7,164	7,522
F08	YR					77,978	77,978	81,874	81,874	81,874	85,969	85,969	85,969	90,262
FIRE CAPTAIN	HR							32.084	32.084	32.084	33.689	33.689	33.689	35.371
13995	MO							7,369	7,369	7,369	7,737	7,737	7,737	8,124
F09	YR							88,424	88,424	88,424	92,847	92,847	92,847	97,483
FIRE BATTALION CHIEF	HR									34.972	36.721	36.721	36.721	38.554
13985	MO									8,032	8,434	8,434	8,434	8,855
F10	YR									96,382	101,203	101,203	101,203	106,256
FIRE DIVISION CHIEF	HR									37.769	39.659	39.659	39.659	41.639
14015	MO									8,674	9,108	9,108	9,108	9,563
F11	YR									104,093	109,299	109,299	109,299	114,757

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	28.079	28.079	29.485	29.485	29.485	30.957	30.957	30.957	32.505	32.505	32.505	32.505	32.505
14050	MO	6,449	6,449	6,772	6,772	6,772	7,110	7,110	7,110	7,465	7,465	7,465	7,465	7,465
F02	YR	77,385	77,385	81,260	81,260	81,260	85,318	85,318	85,318	89,584	89,584	89,584	89,584	89,584
FIRE SPECIALIST	HR	30.325	30.325	31.843	31.843	31.843	33.434	33.434	33.434	35.105	35.105	35.105	35.105	35.105
14025	MO	6,965	6,965	7,313	7,313	7,313	7,679	7,679	7,679	8,063	8,063	8,063	8,063	8,063
F06	YR	83,576	83,576	87,761	87,761	87,761	92,143	92,143	92,143	96,751	96,751	96,751	96,751	96,751
FIRE LIEUTENANT	HR	32.751	32.751	34.391	34.391	34.391	36.108	36.108	36.108	37.914	37.914	37.914	37.914	37.914
14020	MO	7.522	7,522	7,898	7,898	7,898	8,293	8,293	8,293	8,708	8,708	8,708	8,708	8,708
F08	YR	90,262	90,262	94,781	94,781	94,781	99,515	99,515	99,515	104,491	104,491	104,491	104,491	104,491
FIRE CAPTAIN	HR	35.371	35.371	37.142	37.142	37.142	38.997	38.997	38.997	40.947	40.947	40.947	40.947	40.947
13995	MO	8,124	8,124	8,530	8,530	8,530	8,956	8,956	8,956	9,404	9,404	9,404	9,404	9,404
F09	YR	97,483	97,483	102,364	102,364	102,364	107,476	107,476	107,476	112,850	112,850	112,850	112,850	112,850
FIRE BATTALION CHIEF	HR	38.554	38.554	40.485	40.485	40.485	42.507	42.507	42.507	44.632	44.632	44.632	44.632	44.632
13985	MO	8,855	8,855	9,298	9,298	9,298	9,762	9,762	9,762	10,251	10,251	10,251	10,251	10,251
F10	YR	106,256	106,256	111,577	111,577	111,577	117,149	117,149	117,149	123,006	123,006	123,006	123,006	123,006
FIRE DIVISION CHIEF	HR	41.639	41.639	43.724	43.724	43.724	45.907	45.907	45.907	48.203	48.203	48.203	48.203	48.203
14015	MO	9,563	9,563	10,042	10,042	10,042	10,543	10,543	10,543	11,071	11,071	11,071	11,071	11,071
F11	YR	114,757	114,757	120,503	120,503	120,503	126,521	126,521	126,521	132,847	132,847	132,847	132,847	132,847

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Fire Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 3: 2.0% effective the first pay period FY 2016-17.

APPENDIX B
PROMOTIONAL EXAMINATION SCHEDULE

(a) The Specialist examination shall be given during May of 2016. Initial source materials shall be identified and timely posted, as per Chapter 143, in February, 2016, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(b) The Lieutenant examination shall be given during May of 2016. Initial source materials shall be identified and timely posted, as per Chapter 143, in February, 2016, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(c) The Captain examination shall be given during April of 2016. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2016, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(d) The Battalion Chief examinations shall be given during August of 2016. Initial source materials shall be identified and timely posted, as per Chapter 143, in May, 2016, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

APPENDIX C
TRAVIS COUNTY ESD MERGER TEMPLATE

Seniority Recommendations

With regard to civil service seniority:

- Seniority: Maintain system as it exists currently with seniority accrual beginning with Austin Fire Department hire date.
- Promotion Eligibility: Maintain the requirement of two years in classified rank with the Austin Fire Department prior to promotional exam eligibility.
- Tie Breakers: In the event of a tie on a promotional exam
    - The current first tie breaker of "time in rank," will serve adequately between any two members regardless of merger unless they have the same hire date.
    - All new merged members should have the same AFD hire date and therefore in the instance they are tied with each other a new civil service rule will be required. The following is proposed:
        - After "time in rank" with AFD, the next tie breaker – Highest rank held in original/merged department. (eg. Lt in former dept would win tie breaker over firefighter)
        - The next tie breaker, if needed, would be time in that rank. (eg. Driver with the most time in that rank at former dept would win tie breaker over driver from former dept with less time at that rank.
        - The next tie breaker, if needed, would be date of hire with original/ merged department.
        - The next tie breaker, if needed, would be by randomized lottery, which, the subcommittee believes the civil service commission already utilizes.
- Vacation Selection: Maintain system of selecting vacation dates as it currently exists.
- Force Reduction: Maintain current civil service order of release and rehire for any future force reductions.
    - The current CBA gives further protection to members demoted/laid off and placed on reinstatement lists. Those protections should be maintained and should apply equally to merged members.
    - Assuming the following doesn't disagree with the CBA and assuming all merged members would have the same hire date, then a system would be needed to determine order of release and rehire as between those members. The following is proposed:
        - Hire date with original/merged department would act as seniority to order those members for last in / first out decisions.
            - The lowest seniority date with the original/merged department would be the first to be laid off.

- The highest seniority date with the original/merged department would be the first to be rehired
- This date/order would need to be determined at the time of hiring and maintained by the civil service commission

STATION ASSIGNMENTS

- Merging ESD employees shall receive a station assignment upon completion of the AFD Training Academy through the normal AFD station assignment process. The exceptions below shall remain in place until successful completion of their probationary period.
- Merging ESD employees shall not receive an assignment to any fire station located within the former ESD's response area.
- Merging ESD employees shall not be grouped in one geographical area but shall be dispersed throughout the entire department.
- Merging ESD employees shall not be assigned to the same unit on the same shift.

Entry Standards Recommendations

It is our recommendation that the entry standards may be completed before merger commitment and will include aspects of:

- AFD Physical Ability:
  - CPAT (AFD)
  - 12 METS
- Incumbent medical
- Psychological/enhanced-criminal background check
- Minimum experience of 2 years in a Travis County ESD before entry to AFD Academy.
- Salary will be set at a level to be determined but will not exceed the pay of a two year AFD firefighter.
- TCFP Structure firefighter Certification
- Final Management/Labor Oral Board

Training Standards Recommendations

A. The ESD firefighters will be tested on all initial cadet and PFF skills while in the Academy.

B. There will be a preparation packet delivered to the ESD firefighters while still employed at their ESD:
a. Time Frame (3.5 – 4 months)
b. Overview: From the time the merger contract is signed until the time the ESD firefighters show up at Shaw lane for their Lateral Transfer Period they'll be given a prep pack to start preparing for Shaw Lane. The packet will consist of: AFD Policies as are usually provided to an AFD Probationary Firefighter; Cadet and Probationary Skills (skill sheets and videos); COG's, 130/190 coursework. An AFD Liaison will be assigned to assist them.

C. The ESD firefighters will attend an ESD merger academy at Shaw Lane, as AFD employees assigned to a forty-hour week.

All Initial Cadet and PFF skills current within AFD at the time of the beginning of the merger transfer period would be tested, with the rules for retest, etc. in place that are current for AFD cadets at that time.

AFD ESD Merger Academy
a. Overview: During this time the ESD firefighters will be tested on all cadet and probationary skills at Shaw Lane. ESD firefighters will be expected to be prepared to quickly start further familiarizing with skills because they were introduced to the skills during the Preparation Period, coupled with the fact the Training Division is working with experienced firefighters. There will be more scenario based training than the previous lateral class (113) allowing for more evaluation of understanding of AFD Policies. Scenarios will include, but will not be limited to,: Wildland, Highrise, fire attack, RIC and EMT. The ESD firefighter will graduate AFD Lateral Transfer period upon successful completion of cadet and probationary skills and an AFD Policy test written to the same difficulty as a typical AFD Probationary Policy Test.

We believe the exams to complete the ESD firefighters' Probation should consist of maps, resources and/or target hazards, whatever is the AFD model at the time. They should not, however, test on Policies, as this has been completed during the Lateral Transfer period (and learned during the Prep Packet period). Each module, they should practice and be tested by their Captain on one Fire and one EMT module, chosen by the Captain. The practices and test results would be placed in RMS. They would not test on skills at the end of Probation.