RESOLUTION NO. 20080925-025

WHEREAS, in 2007 the Texas Legislature amended Chapter 142 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with certain emergency medical services personnel regarding wages, salaries, rates of pay, hours of employment, working conditions, and other terms and conditions of employment or personnel issues, and

WHEREAS, the Austin-Travis County EMS Employee Association was properly designated and recognized as the sole and exclusive bargaining agent for all Austin-Travis County EMS personnel covered by the Meet and Confer statute; and

WHEREAS, negotiation teams for the City of Austin and the Austin-Travis County EMS Employee Association engaged in negotiations and reached an agreement to submit to Association members and the Austin City Council for approval; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council ratifies the Meet and Confer Agreement for Austin-Travis County EMS personnel covered by the Meet and Confer statute in the form of attached Exhibit "A," said Agreement to be effective beginning on October 1, 2008; and authorizes the City Manager to execute the Agreement.

ADOPTED: Scptcmber 25, 2008 ATTEST:

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2	Meet & Confer Agreement
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4	Between
5	City of Austin
6	And
7	Austin/Travis County EMS Employees' Association
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11	[Date]

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<u>Preamble</u>

2	The Charter of the City of Austin creates the City's classified service for non-
3	Civil Service employees and requires that the Director of Human Resources, under the
4	direction of the City Manager, install and maintain classification and pay plans for all
5	positions in the classified service. The City's Personnel Policies, recommended by the
6	Director of Human Resources and presented by the City Manager to the City Council,
7	govern the administration of the classified service
8	The Personnel Policies, approved and adopted by the City Council for all non-
9	Civil Service employees, embody a set of principles for establishing and maintaining
10	harmonious and productive City employee relationships and managing a uniform plan of
11	position classification and compensation The Policies also establish the City's system of
12	performance planning and review, safeguard employees' rights, provide for employee
13	development and advancement, and authorize employee benefits
14	This Agreement, reached through the Meet and Confer process authorized by
15	Chapter 142 of the Texas Local Government Code, supplements the Personnel Policies as
16	they apply to those emergency medical services personnel employed by the City of
17	Austin in the Austin/Travis County Emergency Medical Services Department who are
18	included in the bargaining unit. No provision of this Agreement shall conflict with the
19	City Charter or diminish the inherent rights of the City to manage all aspects of the
20	Austin/Travis County Emergency Medical Services Department and its work force
21	Unless a provision of this Agreement conflicts with or specifically supersedes the
22	Personnel Policies, all provisions of the Personnel Policies continue to apply to
23	emergency medical services personnel during the term of this Agreement

1	Article 1		
2	<u>Definitions</u>		
3	The following definitions apply to terms used in this Agreement, unless a different		
4	definition is required by the context in which the term is used		
5	1 "Agreement" means this Meet & Confer Agreement between the City of Austin and		
6	the Austin/Travis County EMS Employees' Association, as ratified by the Association		
7	and the City Council		
8	2 "Association" means the Austin/Travis County Emergency Medical Services		
9	Employees' Association		
10	3 "Chapter 142" means Chapter 142 of the Texas Local Government Code		
11	4 "Days" means calendar days unless a provision specifies otherwise		
12	5 "Director" means the Director of the Austin/Travis County Emergency Medical		
13	Services Department, any Acting Director of the Department, and any designee of the		
14	Director or Acting Director		
15	6 "Emergency medical services personnel", "covered employee", "employee" or		
16	"member(s) of the bargaining unit" means a City of Austin employee in the Austin/Travis		
17	County Emergency Medical Services Department whose job duties require that they be		
18	licensed as emergency medical services personnel in accordance with the Texas Health &		
19	Safety Code, except		
20	A the Director and Assistant Director of the Department, who are exempt from the		
21	coverage of Subchapter D of Chapter 142 of the Texas Local Government Code,		
22	and		
23	B employees in the job title of Operations Manager (also sometimes referred to as		

1	Division Commanders or Division Chiefs), who are exempt from the coverage of
2	such statute and this Agreement by agreement of the parties
3	7 "Department" means the Austin/Travis County Emergency Medical Services
4	Department
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1		Article 2		
2		Recognition, Authority, and Non-Discrimination		
3	Section 1. F	Recognition.		
4	The City	of Austin recognizes the Austin/Tiavis County Emergency Medical Services		
5	Employees'	Association as the sole and exclusive bargaining agent for the bargaining unit		
6	comprised o	fall City of Austin employees in the Austin/Travis County Emergency		
7	Medical Ser	Medical Services Department whose job duties require that they be licensed or certified		
8	as emergene	y medical services personnel in accordance with the Texas Health & Safety		
9	Code, excep	1		
10	Α	the Director and Assistant Directors of the Department, who are exempt		
11		from the coverage of Subchapter D of Chapter 142 of the Texas Local		
12		Government Code, and		
13	В	employees at the organizational level directly below Assistant Director		
14		(currently known as Operations Managers and sometimes known as		
15		Division Commanders or Division Chiefs) who are exempt from the		
16		coverage of such statute and this Agreement by agreement of the parties		
17	Section 2. A	Authority.		
18	This	Agreement is negotiated under the authority of Subchapter D of Chapter 142		
19	of the Texas	Local Government Code It is not intended to deny local control by the City		
20	over the wag	es, salaries, rates of pay, hours of work, or other terms and conditions of		
21	employment	of any member of the bargaining unit, except as provided by this Agreement		
22	under the ter	ms of Section 142 153 of the Texas Local Government Code		

Section 3. Association Non-Discrimination.

2	In consideration	of this authority	v and the City	v's agreement t	to enter into

- 3 negotiations under Subchapter D of Chapter 142, the Association agrees to negotiate on
- 4 behalf of all employees included in the bargaining unit and to act impartially and without
- 5 discrimination on behalf of all such employees, irrespective of their membership or non-
- 6 membership status in the Association

Section 4. Joint Defense and Indemnification.

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The City shall jointly defend the provisions of this article on behalf of both parties, and, to the extent permitted by law, shall indemnify the Association and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any actions taken by the Association for any purpose of complying with provisions of this article. The City shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the Association to

1	Article 3
2	Association Business Leave
3	Section 1. Use of ABL
4	The Association President may be permitted to have paid time off, designated as
5	Association Business Leave (ABL), for himself or other members, to conduct
6	Association business under the conditions specified in this Aiticle
7	Section 2. Requests for Leave.
8	All requests for ABL must be made in writing by the Association President and
9	submitted to the Director, or designee, at least fourteen (14) calendar days in advance of
10	the date of the requested leave The Director, or designee, at his discretion, may approve
11	a late request for leave if he determines that circumstances warrant approval All
12	requests are subject to approval of the Director, or designee, who will designate the
13	number of days' leave granted To be considered timely, the request must be received in
14	person, by fax, or by e-mail by noon of the day notice is due
15	Section 3. Permitted Uses of ABL
16	ABL may be used for activities that directly support the mission of the
17	Department or the Association, but do not otherwise violate the specific terms of this
18	Article It is specifically understood and agreed that Association pool time shall not be
19	utilized for legislative and/or political activities at the State or National level, unless they
20	relate to the wages, rates of pay, hours of employment, or conditions of work affecting
21	the members of the bargaining unit At the local level, the use of Association pool time
22	for legislative and/or political activities shall be limited to raising concerns regarding
23	employee safety Association pool time shall not be utilized for legislative and/or

- political activities related to any election of public officials or City Charter amendments
- 2 Association pool time shall not be utilized for legislative and/or political activities that
- are sponsored or supported by the Association's Political Action Committee(s)
- 4 Association pool time shall not be utilized for legislative and/or political activities at the
- 5 local, state, or national level that are contrary to the City's adopted legislative program
- 6 Section 4. Funding of the Association Business Leave Pool.
- 7 A Manner of Funding. Within ten (10) days after ratification of this Agreement, the
- 8 City will contribute 575 hours of Association Business Leave to create a pool of leave time
- 9 which may be used in accordance with this Article On or before January 10, 2009, the City
- will contribute 2,300 hours to the pool and will contribute the same amount each calendar
- 11 year during the term of this Agreement The City and the Association will track deductions
- from the pool as Association Business Leave is granted
- 13 B. Administration of Pool Unused hours will remain in the pool to be
- 14 utilized in the following year Hours of leave in the pool shall never have any cash or
- surrender value Hours in the pool at the termination of this Agreement will be available
- to the Association for one year after expiration of this Agreement, regardless of whether
- there is a successor Agreement between the parties. All hours in the pool must be used in
- 18 accordance with this Article, notwithstanding the expiration or termination of this
- 19 Agreement Administrative procedures and details regarding the implementation of this
- 20 Article shall be specified in Departmental policy
- 21 Section 5. Indemnification.
- The Association shall indemnify the City and any Department of the City and
- 23 hold it harmless against any and all claims, demands, suits, or other forms of liability

1	that may arise out of, or by reason of, any actions taken by the City or any Department
2	of the City for any purpose of complying with provision of this Article.

1	Article 4		
2	Joint Committee		
3 4	Section 1. Limited Purpose of Committee.		
5 6	The parties agree to create a Joint Committee, consisting of representatives from		
7	Department management and the Association, in order to permit the Association an		
8	opportunity to review and offer input into the revision of the Departmental policies listed		
9	in Section 2 The Association seeks to accomplish its interest of contributing to policy		
10	discussions The City seeks to accomplish its interest in obtaining valuable input into		
11	policy discussions and accomplishing "buy in" and support from employees, while		
12	maintaining the right to implement policy without the need for approval by the		
13	Association or the Joint Committee		
14	Section 2. Policies.		
15	The policies subject to this Article and the Joint Committee process are limited to		
16	the following		
17	Policy A19-A Promotions		
18	Policy A20-A Transfers		
19	Section 3. Composition of Committee.		
20	The Joint Committee shall be composed of three (3) management representatives		
21	appointed by the Director and three (3) employees appointed by the Association		
22	President		
23	Section 4. Committee Process.		
24	Before the Director implements changes in the policies listed in Section 2, the		
25	affected policy shall be distributed through the system used to distribute Departmental		

- policies, indicating the revisions to be made to the policy. All interested employees shall
- 2 forward their comments to the Director and the Association President within fourteen
- 3 (14) days after the policy is distributed. The Committee may meet upon mutual
- 4 agreement of the Director and the Association President, if they jointly determine that full
- 5 Committee discussion is necessary This provision does not preclude the implementation
- 6 of interim policy changes when the Director determines that the interests of the
- 7 Department of the public require such changes without delay. After input and
- 8 communication opportunities, the final determination of the content of Departmental
- 9 policies remains with the Director and it is understood and agreed that the approval of the
- 10 Committee or the Association is not required for policy changes to be effective
- 11 Section 5. Management Control.
- It is expressly understood and agreed that the Director continues to solely control
- all decisions regarding Departmental policy-making and implementation and that the
- Joint Committee process created in this article applies only to the policies listed in
- 15 Section 2

1	Article 5
2	Wages & Benefits
3	Section 1. Base Wage Increase FY 2008-2009.
4 5	Effective in the pay period that begins on December 7, 2008, each employee covered by
6	this Agreement shall receive a two and one-half percent (2 5%) increase in base wages
7	Section 2. Base Wage Increase FY 2009-2010.
8	Effective in the first pay period of Fiscal Year 2009-2010, each employee covered by this
9	Agreement shall receive a three percent (3 0%) increase in base wages, provided,
10	however, that if non-public safety employees of the City receive a base wage increase of
11	less than two and one-half percent (2 5%) for Fiscal Year 2009-2010, the three percent
12	(3 0%) base wage increase provided for in this Section shall be reduced to a base wage
13	increase of two and three-quarters percent (2 75%)
14	Section 3. Base Wage Increase FY 2010-2011.
15	Effective in the first pay period of Fiscal Year 2010-2011, each employee covered by this
16	Agreement shall receive a three percent (3 0%) increase in base wages
17	Section 4. Base Wage Increase for Option Year of Agreement FY 2011-2012.
18	If the City exercises its option to extend this Agreement for a fourth year, as provided in
19	Article 10, each employee covered by this Agreement shall receive a three percent (3 0%)
20	increase in base wages for Fiscal Year 2011-2012
21	Section 5. Supplemental Pay Items.
22	During the term of this Agreement, the following supplemental pay items shall be
23	available to employees covered by this Agreement, in accordance with criteria and
24	procedures issued by the Director

1	А	Education incentive Pay
2 3 4		Bachelors' Degree \$150 per month Masters' Degree \$200 per month
5 6 7		An employee who qualifies for more than one Education Incentive Pay, as listed above, shall receive only the highest pay item for which the employee qualifies
8 9	В	Speciality Pay
10 11 12 13 14 15		Hazmat Qualified \$175 per month Rescue Qualified \$175 per month Tactical Qualified \$175 per month Communications ACS \$150 per month* *This specialty pay is payable only if funded by Travis County
16		An employee may receive only one Specialty pay
17 18 19	С	Bilingual Pay
20 21 22 23		All employees covered by this Agreement may participate in any Bilingual Pay piogram authorized for non-public safety employees of the City, on the same terms and conditions as authorized for non-public safety employees
24 25	D	Service Incentive Pay
26 27 28 29 30		Employees covered by this Agreement shall receive any Service Incentive Pay and/or Service Incentive Pay Enhancement authorized by the City Council for non-public safety employees of the City, on the same terms and conditions as authorized for non-public safety employees
31 32	Е	Pay for Performance
33 34 35 36 37		Employees covered by this Agreement who receive a performance rating higher than the equivalent of the current "Satisfactory Performance" rating in the City's Pay for Performance program shall be eligible for any incremental pay increase authorized for non-public safety employees
38	F	Shift Incentive Pay
39 40 41 42 43		Shift Incentive Pay shall continue to be available for employees covered by this Agreement who qualify for the pay on the same terms and conditions applicable for non-public safety employees of the City

2	Section 6. Sick Leave Accidat.						
3	Employees covered by this Agreement shall accrue Sick Leave based on the following						
4	rates for each pay period in which benefits accine						
5	Work Week	Acciual Rate					
6 7	48 hours per week	4 98 hours per pay period					
8	42 hours per week	4 33 hours per pay period					
9	40 hours per week	3 83 hours per pay period					
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11	Section 7. Monthly Paid Comper	nsation.					
12	It is expressly understood and a	greed that the City reserves the right to pro-rate and					
13	pay all monthly payments in bi-weekly equivalents						
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1	Article 6						
2	Drug Testing						
3	Section 1. Commitment to a Drug Free Workforce.						
4	The Association and the City share a mutual interest in having a workforce that is						
5	not impaired by substance abuse. To further that mutual interest, both parties are committed						
6	to a drug testing policy that identifies employees who have violated the City's or the						
7	Department's rules, regulations, policies, and procedures						
8	Section 2. Drug Testing.						
9	All employees, including the Director, will be subject to the following types of drug						
10	testing						
11	A Post-Accident Employees are subject to post-accident testing for illegal drugs						
12	and controlled substances following any motor vehicle accident which results						
13	in a human fatality, an injury which is treated away from the scene, or the						
14	removal by towing of a vehicle involved in the accident						
15	B Random testing One hundred percent (100%) of all employees will be subject						
16	to selection for mandatory testing for illegal drugs and controlled substances						
17	during each calendar year on a fair and impartial statistical basis at the City's						
18	expense						
19	Section 3. Testing						
20	A The terms "illegal drugs" and "controlled substances" refer to the substances						
21	listed in Subsection A I R 6 b of the City of Austin Personnel Policies plus select						
22	medications that are approved for use by the Clinical Operating Guidelines, as designated by						
23	the Director in ATCEMS Departmental policy						

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2	b All drug tests will be conducted in accordance with standards established by						
3	the United States Department of Transportation, the Substance Abuse Mental Health						
4	Services Administration (SAMHSA), ATCEMS Departmental policy, and will be						
5	implemented in accordance with procedures adopted by the Director and the City's Human						
6	Resources Department						
7	Section 4. Authority of Director.						
8	Nothing in this Agreement shall be construed to limit the authority of the Director to						
9	order an employee to submit to a drug or alcohol test based upon reasonable suspicion						
10	Section 5. Confidentiality.						
11	All records pertaining to drug or alcohol tests conducted under this Article shall be						
12	maintained by the City's Human Resources Department except to the extent that such						
13	records are used in any disciplinary or legal proceeding						
14	Section 6. Consequences of Violations.						
15	Any employee who fails a drug test or refuses to submit to any required drug test						
16	will be subject to disciplinary action up to and including termination. All disciplinary action						
17	shall be determined and administered by the Director						

1	Article 7						
2	Contract Dispute Resolution Procedure						
3	Section 1. Grievances.						
4	The purpose of this procedure is to establish an effective method for the fair,						
5	expeditious and orderly adjustment of grievances, and is exclusively for contract						
6	guevances A grievance is defined as any dispute, claim, or complaint involving the						
7	interpretation, application, or alleged violation of any provisions of this Agreement The						
8	Association or any employee covered by this Agreement may file a grievance under the						
9	terms of this Agreement Each grievance shall be submitted on a form agreed to by the						
10	parties and must include						
11	(1) a brief statement of the grievance and the facts or events upon which it is						
12	based,						
13	(2) the section(s) of the contract alleged to have been violated,						
14	(3) the remedy or adjustment sought, and						
15	(4) the steps taken by the grievant to resolve the issue						
16	Section 2. Procedure						
17	A. Step 1						
18	The Association President or an employee who is aggrieved must file a grievance						
19	with the Association Grievance Committee or Board of Directors within twenty (20) days						
20	after the date upon which the Association President or employee knew of or should have						
21	known of the facts or events giving rise to the grievance. A copy of the grievance shall						
22	be forwarded to the Director or his designee by the Association within three (3) days of						
23	receipt of the grievance The Association Grievance Committee or Board of Directors						
24	shall, within fifteen (15) days of receipt of the grievance, determine, in its sole discretion,						

- whether a valid grievance exists If the Association Grievance Committee or Board of
- 2 Directors determines that no valid grievance exists, it shall notify the Director or his
- designee that no further proceedings will be necessary. If the Association Grievance
- 4 Committee or Board of Directors determines that the girevance is valid, it shall process
- 5 the grievance by forwarding the written grievance to Step 2 of this procedure

6 B. Step 2

- Any grievance found to be valid by the Association, shall be submitted to the
- 8 Director within ten (10) days of the Step 1 ruling After receipt of the grievance, the
- 9 Director shall, within ten (10) days of receipt of the grievance, submit his response in
- writing to the Association

11 C. Step 3

- 12 If the grievance is not resolved at Step 2, the Association shall have ten (10) days
- from receipt of the Director's decision to submit the matter to arbitration. The arbitration
- 14 procedure will be implemented by the Association notifying the Director in writing of its
- 15 intent to submit the grievance to arbitration

16 **D.** Step 4

- If a grievance is submitted to arbitration, the City and the Association may, within
- 18 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
- 20 five (5) days, jointly request a list of seven (7) arbitrators from the American Arbitration
- 21 Association or the Federal Mediation and Conciliation Service Within ten (10) days
- 22 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

ı	remaining individual on the list shall serve as the arbitrator. The arbitrator so selected
2	shall, through the agency selected, be promptly notified of his selection and the parties, in
3	agreement with the arbitrator, shall select a time, place and date for the hearing of the
4	grievance
5	(a) Within thirty (30) days after conclusion of the hearing, the arbitrator shall
6	issue a written opinion and ruling with respect to the issues presented, a
7	copy of which shall be mailed or delivered to the Association and the City
8	(b) With respect to the application, interpretation and enforcement of the
9	provisions of this Agreement the decision of the arbitrator shall be final and
10	binding on the parties to this Agreement
11	(c) The arbitrator's authority shall be limited to the interpretation and application
12	of the terms of this Agreement and/or any supplement thereto. The arbitrator
13	shall have no jurisdiction or authority to establish provisions of a new
14	agreement or modify the present Agreement or to arbitrate away, in whole
15	or in part, any provisions of the Agreement or amendments thereto
16	(d) The cost of the impartial arbitrator shall be borne by the losing party In the
17	event of a composite decision, the arbitrator shall determine the portion of
18	such cost to be borne by each party If a transcript of the proceedings is
19	requested, then the party so requesting shall pay for such transcript, unless
20	otherwise agreed to by the parties
21	(e) Each party shall be responsible for the cost of the attendance of its witnesses
22	at a contract grievance hearing

Section 3. Timelines and Calculation of Days.

2 For the purposes of this Article, a day is defined as a business day on which the

3 City conducts normal business All time limits set forth in this Article may be extended

by written mutual consent, but if not so extended they 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 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 or 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

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Section 6. Effect of Contract Expiration on Pending Grievances.

Notwithstanding any other provision of this Agreement, the Agreement's expiration

during the pendency of a contract grievance will not preclude processing of the

grievance, although relief granted, if any, will be limited to the period during which the

Agreement was in effect

22 23

1 Article 8

2 <u>Entire Agreement</u>

Section 1. Subjects and Issues.

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 not removed by law from the Meet and Confer 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 referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically 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. Benefit of the Bargain

A This Agreement may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 142. In the event that the Texas Legislature amends any provision of Texas law that affects wages or benefits for the employees covered by this Agreement, any such amendment shall not be applicable to such employees during the term of this Agreement, unless the City Council adopts such amendment by Resolution. Examples of wages and benefits

I include, but are not limited to, base salary, longevity, assignment pay, sick leave,

2 vacation, overtime, and health insurance

B During the negotiation of this Agreement, the City and the Association have agreed on the stated enhancements to employee compensation and benefits, in icliance on the cost of those enhancements. Both parties acknowledge that this Agreement would not have been reached, as reflected in this document, if the cost to the City had been higher. In the event of any grievance arbitration in which the Association asserts the right to additional compensation or pay enhancements based on the provisions of this Agreement, the arbitrator shall consider the cost of the contractual pay and benefits enhancements as part of the mutual agreement and meeting of the minds that resulted in approval of this Agreement by both parties

1 Article 9 2 Savings Clauses and Pre-emption Provision 3 Section 1. Effect of Illegal Provision 4 If any provision of this Agreement is subsequently declared by legislative or 5 judicial authority to be unlawful, unenforceable, or not in accordance with applicable 6 statutes, all other provisions of this Agreement shall remain in full force and effect for the 7 duration of this Agreement, and the parties shall meet as soon as possible to agree on a 8 substitute provision However, if the parties are unable to agree within thirty (30) days 9 following commencement of the initial meeting, then the matter shall be postponed until 10 meet and confer negotiations are resumed 11 Section 2. Pre-emption. 12 To the extent allowed by law, the provisions of this Agreement shall supersede 13 the provisions of any statute, executive order, local ordinance, rule, or policy with which

the provisions of any statute, executive order, local ordinance, rule, or policy with which they specifically conflict. This preemption provision is authorized by Section 142 160 of the Texas Local Government Code, and the parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this agreement. This provision is of the essence to the bargain and agreement which has been reached

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1	Article 10							
3	Term of Agreement							
4	Section 1. Term of Agreement.							
5	This Agreement shall be effective as of the date it is ratified by the City Council							
6	and shall remain in full force and effect, subject to the provisions of this Article, until the							
7	30 th day of September, 2011							
8	Section 2. Additional Option Year.							
9 10	The City may, at its option, extend this Agreement for one additional year, by							
11	notifying the Association on or before March 1, 2011, that it chooses to so extend this							
12	Agreement All provisions of this Agreement will remain in full force and effect, subject							
13	to the provisions of this Article, during the additional year of this Agreement, which shall							
14	end on September 30, 2012							
15	Section 3. Notice and Renegotiation.							
16	If either the City or the Association desires to engage in negotiation for a							
17	successor Agreement, then either or both shall give the other party written notice of its							
18	desire to negotiate for a new Agreement no less than 120 days before the expiration of the							
19	present Agreement In the event that notice of intent to renegotiate is given by either							
20	party, the parties will begin negotiations for a new Agreement not later than 60 days after							
21	notice is given, unless the parties agree otherwise							
22	Section 4. Continuation During Negotiations							
23 24	If the parties are engaged in negotiations for a successor Agreement at the time							
25	this Agreement expires, the Association's and the City's negotiating teams shall have the							
26	authority to extend this Agreement in thirty (30) day increments by mutual written							

- 1 agreement, during any period of good faith negotiations after such termination date, not
- 2 to exceed a total of six (6) months

Section 5. Effect of Termination

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In the event that a successor Agreement has not been ratified before the expiration date of this Agreement (either the expiration date of September 30, 2011, or the extended expiration date of September 30, 2012), all provisions of this Agreement, both economic and non-economic, shall expire and no longer be in full force and effect, except as to specific Articles or Sections hereof which provide that some or all of their terms will continue beyond expiration of this Agreement

Section 6. 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 therefor and appropriated for such
- purpose by the City Council, in compliance with the Texas Constitution, Article 11,
- 17 Sections 5 and 7

1	Article 11							
2 3	<u>Notices</u>							
4 5	Section 1. Association Notices.							
6 7	Notices the Association is required to provide to the City under this Agreement,							
8	unless specifically noted otherwise, will be provided in writing to the office of the							
9	Director and the designated representative of the City Attorney's Office							
10	Section 2. City Notices.							
11 12	Notices the City is required to provide to the Association under this Agreement							
13	unless specifically noted otherwise, will be provided in writing to the Association							
14	President's office and the Association's designated attorney							
15	Section 3. Designation of Notice Recipients.							
16 17	Within 10 calendar days after the effective date of this Agreement, both parties							
18	will provide the other written notice of the correct mailing and e-mail addresses of its							
19	designated recipients							
20	Section 4. Timeliness of Mail Notice.							
21 22	A notice provided by mail will be deemed timely if addressed to the two correct							
23	mailing addresses for the City or the Association and postmarked no later than the date							
24	such notice is due							
25 26	Section 5. Adequacy of Email Notice.							
27	Use of email communications under this paragraph shall be preceded by							
28	confirmed exchanges at the outset of the agreement, from the sending to receiving							
29	servers, prior to using the email option for notices under this section. Each party agrees							
30	to provide notice of any change in email addresses of any designated recipient following							

- the initial exchange of emails. In recognition of the fact that email systems are dependent
- 2 on a number of technical factors, the parties agree to confirm the receipt of email notices
- 3 by sending a "read receipt" to the other party or sending a brief acknowledgment of
- 4 receipt A notice sent by e-mail will be deemed timely if addressed to the two correct e-
- 5 mail addresses for the City or the Association and sent by 4 59 p m on the due date
- 6 Section 6. Notice of Address Changes.

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

IN WITNI	ESS W	HERE	OF, THE P	ARTIE	S HAVE	CAUSED	TO HAVE	THIS
AGREEMENT	ТО	BE	SIGNED	BY	THEIR	DULY	AUTHOF	RIZED
REPRESENTATIVES ON THIS			IS	DAY OF, 2008				
City of Austin				Austin/Travis County EMS Employees' Association				
Marc A Ott, City Manager				Chebon Tiger, President				