

**RESOLUTION NO. 20090723-034**

**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 EMS uniformed employees regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

**WHEREAS**, the Austin/Travis County EMS Employees Association (ATCEMSEA – hereafter “Association”) was properly designated and recognized as the sole and exclusive bargaining agent for all EMS uniformed employees covered by the Meet and Confer statute; and

**WHEREAS**, in 2008, negotiation teams for the City of Austin and the Association engaged in negotiations and reached an agreement and submitted it to the Association membership and City Council for ratification; and

**WHEREAS**, the Association membership ratified the Agreement by a majority vote and the Austin City Council ratified the Agreement by a majority vote of the Council on September 25, 2008; and

**WHEREAS**, the Agreement became effective on October 1, 2008; and

**WHEREAS**, the Association and the City of Austin agreed to negotiate for an amendment to the current Agreement in light of the current economic conditions faced by the City of Austin and its citizens; and

**WHEREAS**, the Association and the City of Austin engaged in negotiations to amend the existing Agreement and agreed upon amendments to the Agreement that were submitted to the membership of the Association 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 Amendments to the Meet and Confer Agreement with the Austin/Travis County EMS Employees Association in the form of attached Exhibit "A," said Amendments to the Agreement to be effective on August 3, 2009, and authorizes the City Manager to execute the Amendments to the Agreement.

**ADOPTED:** July 23, 2009, 2009

**ATTEST:**

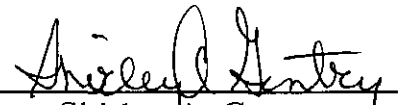
  
Shirley A. Gentry  
City Clerk

Exhibit “A”

Amendment To  
Meet & Confer Agreement

Between

City of Austin

And

Austin/Travis County EMS Employees’ Association



**Section 4. Base Wage Increase for ~~Option Year of Agreement~~ FY 2011-2012.**

~~If the City exercises its option to extend this Agreement for a fourth year, as provided in Article 10, each employee covered by this Agreement shall receive a three percent (3.0%) increase in base wages for Fiscal Year 2011-2012.~~ Effective in the first pay period of Fiscal Year 2011-2012, each employee covered by this Agreement shall receive a three percent (3.0%) increase in base wages. Provided, however, that if (1) the majority of non-public safety employees through any City-wide compensation program, or (2) a majority of fire civil service employees through any compensation program, or (3) a majority of police civil service employees through any compensation program receive a base wage increase of more than 3.0% for Fiscal Year 2011-2012, the 3.0% base wage increase provided for in this Section shall be increased to the highest base wage increase received by the majority of any such group of employees. This section shall not apply to any step-pay base wage increase received by either fire civil service or police civil service employees.

**Section 5. Base Wage Increase FY 2012-2013.**

Effective in the first pay period of Fiscal Year 2012-2013, each employee covered by this Agreement shall receive a three percent (3.0%) increase in base wages. Provided, however, that if (1) the majority of non-public safety employees through any City-wide compensation program, or (2) a majority of fire civil service employees through any compensation program, or (3) a majority of police civil service employees through any compensation program receive a base wage increase of more than 3.0% for Fiscal Year 2012-2013, the 3.0% base wage increase provided for in this Section shall be increased to the highest base wage increase received by the majority of any such group of employees. This section shall not apply to any step-pay base wage increase received by either fire civil service or police civil service employees.

**Section 5 6. Supplemental Pay Items.**

During the term of this Agreement, the following supplemental pay items shall be available to employees covered by this Agreement, in accordance with criteria and procedures issued by the Director.

**A. Education Incentive Pay:**

Bachelors' Degree: \$150 per month

Masters' Degree: \$200 per month

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.

**B. Speciality Pay:**

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.

An employee may receive only one Specialty pay.

**C. Bilingual Pay:**

All employees covered by this Agreement may participate in any Bilingual Pay program authorized for non-public safety employees of the City, on the same terms and conditions as authorized for non-public safety employees.

**D. Service Incentive Pay:**

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.

**E. Pay for Performance:**

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.

1 F. Shift Incentive Pay

2  
3 Shift Incentive Pay shall continue to be available for employees covered by this Agreement  
4 who qualify for the pay on the same terms and conditions applicable for non-public safety  
5 employees of the City.  
6

7 **Section 7. National Curriculum Certification Pay:**

8  
9 Effective in the first pay period of Fiscal Year 2012-2013, qualified employees covered by this  
10 agreement shall receive National Curriculum Certification Pay as follows:

11  
12 A. Advanced Cardiac Life Support Certification and either Prehospital Trauma Life Support  
13 Certification or Basic Trauma Certification: \$50 per month; or

14  
15 B. Medical Priority Dispatch Certification: \$50 per month  
16

17 An employee may receive only one National Curriculum Certification Pay.  
18

19 **Section 6 8. Sick Leave Accrual.**

20  
21 Employees covered by this Agreement shall accrue Sick Leave based on the following rates for  
22 each pay period in which benefits accrue.

<u>Work Week</u>	<u>Accrual Rate</u>
48 hours per week	4.98 hours per pay period
42 hours per week	4.33 hours per pay period
40 hours per week	3.83 hours per pay period

28  
29 **Section 7 9. Monthly Paid Compensation.**

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

32 **Section 10. Work Furloughs**

33 It is expressly agreed and understood that during the term of this Agreement, employees covered  
34 by this Agreement shall be exempt from any mandatory employee work furlough or other unpaid

1 leave plan implemented by the City for the purpose of reducing base wages paid to employees by  
2 reducing an employee's normal work hours. This section does not apply to disciplinary actions.

## 5 **AMENDMENT SECTION 2:**

6 Article 10 Term of the Agreement is hereby amended to read as follows:

### 7 **Section 1. Term of Agreement.**

8 This Agreement shall be effective as of the date it is ratified by the City Council. This  
9 Amendment to the Agreement shall be effective as of the latter of the date this Amendment is  
10 ratified by the City Council and the Association as provided by Chapter 142, and this Agreement  
11 as amended herein shall remain in full force and effect, subject to the provisions of this Article,  
12 until the 30<sup>th</sup> day of September, 2014 2013.

### 13 ~~Section 2. Additional Option Year.~~

14 ~~—— The City may, at its option, extend this Agreement for one additional year, by notifying~~  
16 ~~the Association on or before March 1, 2011, that it chooses to so extend this Agreement. All~~  
17 ~~provisions of this Agreement will remain in full force and effect, subject to the provisions of this~~  
18 ~~Article, during the additional year of this Agreement, which shall end on September 30, 2012.~~

### 19 **Section 3. Notice and Renegotiation.**

20 If either the City or the Association desires to engage in negotiation for a successor  
21 Agreement, then either or both shall give the other party written notice of its desire to negotiate  
22 for a new Agreement no less than 120 days before the expiration of the present Agreement as  
23 amended herein. In the event that notice of intent to renegotiate is given by either party, the



1 parties will begin negotiations for a new Agreement not later than 60 days after notice is given,  
2 unless the parties agree otherwise.

#### 3 **Section 4. Continuation During Negotiations**

4  
5 If the parties are engaged in negotiations for a successor Agreement at the time this  
6 Agreement as amended herein expires, the Association's and the City's negotiating teams shall  
7 have the authority to extend this Agreement as amended herein in thirty (30) day increments by  
8 mutual written agreement, during any period of good faith negotiations after such termination  
9 date, not to exceed a total of six (6) months.

#### 10 **Section 5. Effect of Termination**

11  
12 In the event that a successor Agreement has not been ratified before the expiration date of  
13 this Agreement as amended herein (~~either the expiration date of September 30, 2011, or the~~  
14 ~~extended expiration date of September 30, 2012~~), all provisions of this Agreement as amended  
15 herein, both economic and non-economic, shall expire and no longer be in full force and effect,  
16 except as to specific Articles or Sections hereof which provide that some or all of their terms will  
17 continue beyond expiration of this Agreement as amended herein.

#### 18 **Section 6. Funding Obligations.**

19 The City presently intends to continue this Agreement as amended herein each fiscal year  
20 through its term, to pay all payments due, and to fully and promptly perform all of the  
21 obligations of the City under this Agreement. All obligations of the City shall be paid only out  
22 of current revenues or any other funds lawfully available therefore and appropriated for such  
23 purpose by the City Council, in compliance with the Texas Constitution, Article 11, Sections 5  
24 and 7.