



**RCA
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 12
AGENDA DATE: Thu 12/01/2005
PAGE: 1 of 2**

SUBJECT: Ratify the Collective Bargaining Agreement with the Austin Association of Professional Firefighters Association (AAPFF) for Austin fire fighters.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$4,060,675 is available in the Fiscal Year 2005-2006 Amended Operating Budget of the Fire Department.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING Fire
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION: Jim Evans**

FOR MORE INFORMATION CONTACT:

PRIOR COUNCIL ACTION: 12/02/04 Resolution to place collective bargaining into effect and recognize Local 975 as the recognized agent.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

In May 2004, Austin voters approved collective bargaining rights for firefighters under the provisions of Texas Local Government Code, Chapter 174. The first contract, ratified in December 2004, expired in September 2005.

The City's bargaining team and the International Association of Firefighters Local #975 bargaining team reached agreement on a three-year contract. The Association members voted November 14th -18th and approved the three-year contract by a majority vote. The agreement will remain in effect until September 20, 2008.

The contract contains strategic changes that enhance operations, including:

1. Improves the hiring process.

- The City has flexibility to use a General Aptitude Test and/or an oral interview board process to initially rank all applicants for entry level positions
- The City may "batch" applications for continuation in the process in order to effectively use its resources and manage the logistics of the hiring process.
- Continues the use of CPAT or similar physical ability test.
- Includes maximum of three (3) points for military service.
- Expands bilingual translation points to several languages in addition to Spanish -- French/Haitian, Asian (Vietnamese, Cantonese, Thai, Korean, Japanese, and Malaysian), American Sign



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Language, and German.

- Provides standards for the cadet training program.

2. Improves the promotion process

- The life of all new promotion lists will be 18 months (current is 12 months).
- Provides for skills evaluations at the Specialist (beginning in year 1) and Lieutenant (beginning in year 2) ranks.
- Provides for the appointment by the Fire Chief of up to nine (9) Assistant Chiefs and Division Chiefs.
- Allows the City to adjust the process if an unlawful impact occurs.
- The process continues at contract expiration.

The proposed contract contains the following economic agreements for a total value of \$27,515,052 over 3 years:

- Annual. Provides for the City to contribute hours to fund Association Business Leave and covers the Association President's time.
- FY 05-06: Implements a variable pay scale with increases ranging from 9% to 1.5% and adds a 5% increase at a 21-year step effective January 2006.
- FY 06-07: Provides for a 5.5% across-the-board wage increase effective January 2007.
- FY 07-08: Provides for a 5.5% across-the-board wage increase effective late October 2007.

Item #11 is the budget amendment related to this item.

RESOLUTION NO. 20051201-

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

WHEREAS, the citizens of the City of Austin in a duly ordered referendum election adopted the provisions of the Fire and Police Employee Relations Act (FPERA), Chapter 174 of the Texas Local Government Code for firefighters employed by the Austin Fire Department: and

WHEREAS, the Austin Association of Professional Fire Fighters, Local 975 of the International Association of Professional Fire Fighters, previously was designated as the exclusive bargaining agent for firefighters under the Meet and Confer provisions of Chapter 143 of the Local Government Code, and it continues to represent a majority of the members of the Austin Fire Department and is entitled to the designation of exclusive bargaining agent under the FPERA; and

WHEREAS, negotiation teams for the City of Austin and the Austin Association of Professional Firefighters engaged in negotiations and reached an agreement which has been ratified by a majority of the members of the Austin Association of Professional Fire Fighters; **NOW, THEREFORE,**

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

The City Council ratifies the Agreement between the City of Austin and the Austin Association of Professional Fire Fighters, in the form of the attached Exhibit "A"; and authorizes the City Manager to execute said Agreement.

ADOPTED: December 1, 2005

ATTEST: _____
Shirley A. Brown
City Clerk

Collective Bargaining Agreement

Between

The City of Austin

And

The Austin Association of Professional
Fire Fighters

Effective December 1, 2005 through September 30, 2008

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1 Article 1

2
3 Preamble

4
5 **Section 1. Intent of Agreement.**

6 This Agreement is made between the City of Austin, Texas, hereinafter referred to
7
8 as the "City," and the Austin Association of Professional Fire Fighters, Local 975 of the
9 International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the
10 "Association." The terms of this Agreement will not be effective after its expiration date
11 except as required by law or specified herein.

12 **Section 2. Purpose of Agreement.**

13 **WHEREAS**, the citizens of the City of Austin have by referendum election
14 chosen the Collective Bargaining Process as a fair and orderly way of conducting its
15 relations with Austin fire fighters; and

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

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

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

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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 Association of Professional Fire Fighters, 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. "Department" means the Austin Fire Department, acting through its management staff.
- 6. "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.
- 7. "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.

- 1 8. “Local Government Code Chapter 143” and/or “Chapter 143” refers to those
2 portions of the Fire Fighter and Police Officer Civil Service Act, TEXAS
3 LOCAL GOVERNMENT CODE Chapter 143 which are applicable to the
4 City.
- 5 9. “Local Government Code Chapter 174” and/or “Chapter 174” refers to the
6 Fire and Police Employee Relations Act, TEXAS LOCAL GOVERNMENT
7 CODE Chapter 174.
- 8 10. “Non-Civil Service employee” means any employee of the Austin Fire
9 Department who is not a fire fighter as defined in Local Government Code
10 §143.003(4).

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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.

1 Article 4

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3 Management Rights
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5 The City retains all inherent rights to manage the Fire Department and its work force
6 which it presently enjoys, subject to applicable federal and state statutes and local
7 ordinances, resolutions, and rules, except as specifically provided in this Agreement. These
8 rights include, but are not limited to: direction of the work force, including but not limited
9 to, the right to hire; the right to discipline or discharge in accordance with Chapter 143; the
10 right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right
11 to make rules and regulations governing conduct and safety; the right to determine schedules
12 of work together with the right to determine the methods, processes and manner of
13 performing work; the determination of the size of the work force, and the assignment of
14 work to fire fighters within the Department, including the right to transfer fire fighters; the
15 determination of policy affecting the selection of new fire fighters; the right to establish the
16 services and programs provided by the Department, including the nature and level of such
17 services and programs, as well as the type and quantity of resources allocated; the right to
18 establish work performance measurements and standards; and the right to implement
19 programs to increase the cost effectiveness of departmental operations.
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1 Article 5

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3 Non-Discrimination

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5 **Section 1. Discrimination Prohibited.**

6 Neither the City nor the Association shall discriminate against any fire fighters
7 covered by this Agreement in a manner which would violate any applicable federal or
8 state laws or any City ordinances on the basis of race, creed, color, national origin, age,
9 sex, sexual orientation, or disability.

10 **Section 2. Association Membership or Activity.**

11 Neither the City nor the Association shall interfere with the right of fire fighters
12 covered by this Agreement to become or not become members of the Association, and
13 there shall be no discrimination against such fire fighters because of lawful Association
14 membership or non-membership activity or status. Nothing herein will be construed to
15 prevent the Association from enforcing its lawful requirements for obtaining or retaining
16 Association membership.

17 **Section 3. Association Fair Representation.**

18 The Association recognizes its responsibility as the exclusive representative under
19 the FPERA and agrees to fairly represent all bargaining unit employees in the
20 negotiation, administration and enforcement of this Agreement.

1 Article 6

2
3 City/Association Relationship

4
5 **Section 1. Quarterly Management/Executive Board Meeting.**

6 On a quarterly basis, the Association's Executive Board and the
7 Department's management staff designated by the Fire Chief shall meet to discuss the
8 operation of this Agreement. The Fire Chief will establish a process for creating an
9 agenda in advance of each quarterly meeting. Discussion of topics will be by mutual
10 agreement, and neither party's agreement to discuss a topic will be considered to be a
11 relinquishment of any rights it may have under this Agreement or otherwise.

12 **Section 2. Joint Committee.**

13 **A. Limited Purpose of Committee.** The parties agree to create a Joint
14 Committee, consisting of management and Association representatives, in order to permit
15 the Association to have input in the development of and/or revisions to Department
16 personnel policies (Section H of the General Orders). The Association seeks to accomplish
17 its interests by contributing to policy development and change. The City seeks to
18 accomplish its interests in obtaining valuable input into policy changes, accomplishing "buy
19 in" and support by department members while maintaining the right to implement policy
20 changes without the need for approval by the Association or the committee.

21 **B. Composition of Committee.** The Joint Committee shall be composed of
22 three (3) management representatives appointed by the Fire Chief and three (3) Association
23 representatives appointed by the Association President. Necessary resource people will
24 attend. All members of the Joint Committee shall be trained in the principles of IBB, and
25 the Joint Committee shall use the IBB process. Provided, however, that this commitment to

1 utilize the process shall not prevent or delay changes in policy, or the implementation or
2 enforcement of interim policies while consultation and exchange continue.

3 **C. Committee Process.** Issues involved in policy development will be posted
4 on the FireNet. All interested fire fighters shall forward their comments to the Executive
5 Staff and the Association Committee Members within seven (7) days in order to make sure
6 that consideration of such comments may occur prior to the meeting. Drafts of policies shall
7 be provided to the Association President. Meetings shall be held when necessary. Meetings
8 should take place with a quorum, however, it is understood that this process must go on
9 even if some participants cannot attend each session. This provision does not preclude the
10 implementation of interim policy changes when the Fire Chief determines that the interest of
11 the department or the public require such changes without delay. After input and
12 communication occurs in the process, the final determination of the policies of the
13 department remains with the Fire Chief and it is understood and agreed that the approval of
14 the Committee or the Association is not required for policy changes to be effective.

15 **D. Operational Policies.** Operational policies are not subject to the joint
16 committee process. However, the Fire Chief will take into consideration the advantages of
17 including Association input in work groups or ad hoc committees involved in policy
18 development or revision. The department shall expand the use of the FireNet for comments,
19 or focused comments on the relevant policy related issue.

20 **Section 3. Management Control.**

21 It is expressly understood and agreed that the Fire Chief continues to solely control
22 all policy making and implementation and that the Joint Committee created in this Article
23 applies only to the subjects specifically set out herein.

1 Article 7

2 Association Dues, Payroll Deductions and Indemnification

3
4 **Section 1. Dues Check Off.**

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

10 **Section 2. Other Payroll Deductions**

11 A. Upon receipt of an authorization from an Association member and written
12 approval by the Association, the City will deduct from the Association member's pay,
13 deductions in the amount specified, for the following categories:

14 Austin Fire Fighters Political Action Committee (PAC)
15 Group Term Life Insurance
16 Members' Pagors
17 Prepaid Legal
18 AFLAC Insurance
19 Police & Fireman's Insurance Association
20 Miscellaneous (subject to subsection B)
21 Specified Other (subject to subsection B)
22

23 B. The Association may request the use of the Miscellaneous and Specified
24 Other categories for items similar in nature to the other categories listed above and other
25 items such as charitable deductions and special Association events. The City will not
26 unreasonably delay or withhold approval for the use of those deduction categories. Request
27 to use those categories shall be made in writing to the City's Director of Human Resources.

1 **Section 3. Prior Authorizations.**

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

7 **Section 4. Remittance of Deductions.**

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

10 **Section 5. Association Payment of Deduction Costs.**

11 The Association agrees to reimburse the City for the cost of making such deductions
12 in an amount not to exceed ten cents (\$.10) per deduction.

13 **Section 6. Correction of Errors.**

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

17 **Section 7. Indemnification.**

18 The Association shall indemnify the City and hold it harmless against any and all
19 claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any
20 actions taken by the City to comply with this Article.

1 Article 8

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3 Civil Service Commission

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5 **Section 1. *Ex Parte* Communications with Commission.**

6 The parties agree that neither the City nor the Association shall have *ex parte*
7 communications with any member of the Civil Service Commission concerning any
8 matter scheduled to or likely to come before the Commission. This section does not
9 prohibit the Civil Service Director, the Director's staff, the City Attorney, or the City
10 Attorney's staff from communicating with Commissioners to the extent necessary to
11 perform their duties in connection with the Commission.

12 **Section 2. Agreed Scheduling of Disciplinary Hearings.**

13 In any appeal of a suspension, including an indefinite suspension, the suspended
14 fire fighters (or the fire fighter's designated representative) and the Fire Chief by written
15 agreement may schedule or re-schedule the hearing on a date more than 30 days after the
16 date the Commission receives fire fighter's notice of appeal. Upon receipt of such
17 written agreement, the Civil Service Director shall schedule the hearing on the agreed
18 date unless a quorum of the Commissioners is unavailable. If a quorum of
19 Commissioners is not available on the agreed date, the Director shall confer with the fire
20 fighter (or the fire fighter's designated representative) and the Fire Chief to select a new
21 date for the appeal hearing when the parties and a quorum of the Commissioners are
22 available. This provision pre-empt's Section 143.053(b) of the Texas Local Government
23 Code to the extent the two are inconsistent.

1 **Section 3. Reappointment of Civil Service Commission Members.**

2 A Commission member may be appointed and confirmed to serve successive
3 consecutive terms as a Commission member. Service on the Commission shall not be
4 considered to be the holding of a public office. This provision specifically pre-empt
5 Section 143.006(c) to the extent that the two are inconsistent.

1 Article 9

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3 Wages & Benefits

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5 **Section 1. BASE WAGES**

6 **A. For Period Beginning January, 2006.**

7 Effective with the pay period beginning January 8, 2006, the pay scale attached
8 hereto as Appendix A-1 shall apply to all fire fighters covered by this Agreement.

9 **B. For Period Beginning January 2007.**

10 Effective with the pay period beginning January 7, 2007, the pay scale attached
11 hereto as Appendix A-2 shall apply to all fire fighters covered by this Agreement. The pay
12 scale reflects a 5.5% increase to base wages.

13 **C. For Period Beginning October 2007.**

14 Effective with the pay period beginning October 28, 2007, the pay scale attached
15 hereto as Appendix A-3 shall apply to all fire fighters covered by this Agreement. The pay
16 scale reflects a 5.5% increase to base wages.

17 **D. Rate of Pay for Added Time.**

18 During the term of this Agreement, all time worked by a fire fighter in addition to
19 regularly scheduled hours shall be paid at one and one-half (1.5) times the fire fighter's
20 regular rate.

21 **Section 2. RATES OF ADDITIONAL PAYS.**

22 **A. Education, Certification, and Longevity (Seniority)**

23 During the term of this Agreement, the rates paid by the City of Austin for the
24 following additional pay items shall remain the same as the rates effective on October 1,
25 2005:

- (1) Educational incentive/certification pay;
- (2) Assignment pay, including bilingual pay; and
- (3) Longevity or seniority pay.

C. Reimbursements and Clothing Allowance

During the term of this Agreement, the rates paid by the City of Austin for the following items shall not be reduced below the rates in effective on October 1, 2005:

- (1) Mileage paid for travel between stations;
- (2) Reimbursement of auto insurance deductible; and
- (3) Clothing allowance.

Section 3. ADDITIONAL PAY PROVISIONS.

A. Operations Division Overtime.

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 and shall provide a fair and equitable method for assigning overtime work among fire fighters, provided that the application of the policy does not compromise the integrity of the firefighting company or the business needs of the Department.

B. Kelly Shifts.

During the term of this Agreement, the Department shall have a policy providing for the use of "Kelly" shifts as part of a fire fighter's work schedule. The application of the policy shall not compromise the integrity of the firefighting company or the business needs of the Department and must meet applicable legal requirements. For purposes of this Agreement, each fire fighter is scheduled for eighteen (18) work shifts, with the nineteenth (19th) shift being the "Kelly" shift. Each fire fighter's 19-day cycle begins at the end of his/her "Kelly" shift. At the end of the third consecutive 19-day cycle, the fire fighter will again be scheduled off-duty on "Kelly" shift.

1 **C. EMT Certification.**

2 During the term of this Agreement, the Department shall have a policy requiring all
3 fire fighters to maintain EMT certification at the EMT-B skill level. Fire fighters may
4 voluntarily upgrade to EMT-I or EMT-P skill levels, but will not receive further
5 compensation for attaining those levels. If a state of emergency exists in the City of Austin,
6 the Chief may require any fire fighter to perform duties requiring EMT-I or EMT-P skill
7 levels without additional compensation. If, however, the Chief requires fire fighters to
8 perform duties requiring EMT-I or EMT-P skill levels when such a state of emergency does
9 not exist, those fire fighters will be compensated on the basis of a market-based study.

1 Article 10

2 Association Business Leave

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5 **Section 1. Association Business Leave.**

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

9 B. **Permitted Uses of ABL.** ABL may be used for activities that directly
10 support the mission of the Department or the Association, but do not otherwise violate
11 the specific terms of this Article. It is specifically understood and agreed that no paid
12 time off shall be utilized for political lobbying at the local, State, or national level.

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

16 D. **Approval of ABL requests.** The Fire Chief or the Fire Chief's designee
17 will approve timely ABL requests.

18 **Section 2. Funding of the Association Business Leave Pool.**

19 A. **Manner of Funding.**

20 The City will contribute two (2) hours for each fire fighter who is covered by this
21 Agreement. The initial City contributions will be credited to the ABL pool within ten
22 (10) working days after the date that this Agreement is ratified. In subsequent years of
23 this Agreement, the City contributions will be credited to the ABL pool at the beginning
24 of each fiscal year.

25 B. **Administration of Pool.** Any hours remaining at the end of a fiscal year

1 (September 30) will remain in the pool for use in the following year. Hours in the pool at
2 the end of the Agreement will be available for use in the following year for Association
3 Business Leave activities. The City and the Association shall track utilization of ABL.

4 **Section 3. Association Negotiating Leave.**

5 Up to nine (9) Authorized Association Representatives designated to participate on
6 behalf of the Association in collective bargaining negotiations for the successor to this
7 Agreement shall be granted administrative leave, to attend scheduled collective bargaining
8 negotiating sessions between the Association and the City. This time shall not be deducted
9 from the ABL pool, and is not subject to the approval/disapproval process in this Article.

10 **Section 4. Use of Association Business Leave by Association President.**

11 The Association President shall be permitted up to 2080 hours per year, less accrued
12 leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work
13 week. This time shall not be deducted from the ABL pool, and is not subject to the
14 approval/disapproval process in this Article. The Association President will not be entitled
15 to overtime pay from the City for any hours while on ABL status. The Association
16 President may at any time be required to return to duty in an emergency, and may also be
17 assigned to special projects at the discretion of the Fire Chief. At the end of his/her term, the
18 Association President will be allowed to return to the assignment s/he occupied before
19 commencing ABL to perform duties as Association President.

20 **Section 5. Administration.**

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

1 **Section 6. Indemnity.**

2 The Association shall indemnify the City and any Department of the City and hold it
3 harmless against any and all claims, demands, suits, or other forms of liability that may arise
4 out of, or by reason of, any actions taken by the City or any Department of the City for any
5 purpose of complying with provision of this Article.

1 Article 11

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3 Shared Communications Between City and Association

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5 **Section 1. Need for Shared Communications.**

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

9 **Section 2. Principles and Goals of Shared Communications**

10 **A. Avoidance of Personal Attacks.** Whenever Fire Department management
11 or the Association finds it desirable to communicate with members of the Department or
12 the public, it is specifically agreed that each will avoid personal attacks or inflammatory
13 statements.

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

17 **C. Association representation on Department Committees.** Finally, it is a
18 goal that the Association locate and assign Association representatives to Fire
19 Department committees established by the Fire Chief to advise on policies or working
20 conditions.

21 **D. Health & Safety Advisory Committee.** The City and the Association also
22 will share communications through the mechanism of a Health & Safety Advisory
23 Committee.

1 **Section 3. Shared Communications Systems.**

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

- 7 (1) There shall be no personal attacks or inflammatory statements.
- 8 (2) All materials shall be directed toward dissemination of general
9 Association information and advising members of events, meeting,
10 and functions;
- 11 (3) Department property (bulletin boards on AFD premises, the Pony,
12 and email is for public business only, and is not dedicated or made
13 available for expressing or debating views or issues, or for any type
14 of political campaign or election information or endorsements (this
15 limitation does not apply to elections for Association officers,
16 provided that only brief notices naming the individual rank, years of
17 service and Association office sought shall be permitted);
- 18 (4) Any concerns about the content of posted material shall be brought
19 to the attention of the Association President or designee for review
20 and adjustment as soon as the concerns are noticed. The
21 objectionable material shall be removed from the bulletin board
22 until final determination. An Association notice may include a
23 simple reference to another source for further information such "See

1 AAPFF Web Page or the Smoke Signal”

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

6 **B. Association use of the Pony.** The Association may also request approval
7 to distribute specific Association materials to the stations through the Department’s inter-
8 office mail system (the “Pony”). The Fire Chief, or his designee, shall not unreasonably
9 deny such permission. With approval of the Executive Staff, the Association may be
10 granted approval to use station printers and computers for rapid dissemination of
11 information. Use of the Pony or the Department’s computers to disseminate information
12 without prior approval shall be limited to members of the Executive Board and the
13 Association President, on the following categories:

- 14 (1) Items approved by the Executive Board of Local 975 and certified
15 by the Board as in compliance with the provisions of this Article;
16 (2) Dissemination of Local 975 meeting agendas;
17 (3) Special notices of Association events, activities, member
18 opportunities, public service announcements such as “Fill the Boot”
19 or reminders to vote;
20 (4) Notices of committee meetings; and
21 (5) Notices of family member deaths.

22 Materials distributed in the Pony or on computer shall meet the same Guidelines
23 as contained in Section 3.A. above regarding bulletin boards. Other communications

1 between Fire Department Management and Association Representatives may be included
2 by advance approval.

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

8 **Section 4. Joint Communications**

9 In order to reduce the amount of rumors in the Department, the parties have
10 agreed to certain methods of joint communications. These include, but are not limited to
11 including a column in any Fire Department publication (should one again be published in
12 the future) in which the Association will be permitted to address rumors. The Association
13 also will permit the Fire Chief space for a column in the "Smoke Signal" (or other
14 successor publication) in which to address rumors. If both parties agree, members of Fire
15 Department management and the Association may make joint appearances at
16 Departmental meetings in order to address critical communications.
17

1 Article 12

2
3 Miscellaneous Leave Provisions

4
5 **Section 1. Leave Accrual Rates**

6 The leave accrual rates in effect as of October 1, 2005, shall remain in effect
7 during the term of this Agreement.

8 **Section 2. Vacation Slots**

9 The number of vacation slots that each Battalion will receive per shift will depend
10 on the number of fire fighter positions (excluding Battalion Chiefs) assigned to that
11 Battalion based on the ratio of one vacation slot for every seven (7) fire fighter positions
12 (excluding Battalion Chiefs) or fraction thereof.

13 **Section 3. Extra Vacation Slots on Certain Holidays**

14 The parties recognize that having one extra vacation slot available per Battalion per
15 shift on Thanksgiving and Christmas is desirable. Therefore, the City agrees to permit one
16 additional fire fighter per Battalion and per shift to schedule vacation time for the shift of,
17 the shift before and the shift after Thanksgiving and Christmas. These slots will be in
18 addition to those permitted under Section 2 above.

19 **Section 4. Emergency Leave**

20 **A. Immediate Family defined.**

21 A fire fighter's immediate family includes the following persons.

- 22 (1) Parents (biological parents, adoptive parents, or persons *in loco*
23 *parentis* to the fire fighter when the fire fighter was a child);
24 (2) Spouse (husband, wife, or domestic partner);
25 (3) Child (biological, adopted, foster, stepchild, legal ward, or a child
26 for whom the fire fighter is a person standing *in loco parentis*);
27 (4) Sisters or Brothers;
28 (5) Grandparents;
29 (6) Grandchildren;

- (7) Parents and grandparents of a fire fighter's spouse; and
- (8) Any relative living in the same household with a fire fighter.

B. Availability and Amount

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 three (3) days [twenty-four (24) hours] of Emergency Leave.

C. Emergency Leave Not Subtracted from Other Leave

A fire fighter's leave balances will not be reduced by usage of Emergency Leave.

Section 5. Catastrophic Leave

The Joint Committee shall establish a procedure whereby sick leave may be donated and used. The Association shall track utilization of the donated sick leave. The Joint Committee will establish criteria for the donation and use of hours for the identified need. 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 Executive Team.

Section 6. 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. 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

1 143.072 of the Local Government Code, neither military leave nor military leave of absence
2 require approval of the Civil Service Commission.

3 **Section 7. Leave Accruals for Certain Fire Fighters on Forty Hour Workweek**

4 **A. Calculation of Leave Time.** Those fire fighters who work a forty hour
5 workweek and those who volunteer to work four 10-hour days per workweek, shall have
6 their leave accruals calculated as follows: Leave shall be accrued on the basis of an eight (8)
7 hour day rate. Leave must be used on an hour-per-hour basis.

8 **B. Agreement as to Claims.** The parties agree that no fire fighter who presently is,
9 or who has been, scheduled to work four 10-hour days per week shall have a valid claim or
10 lawsuit based on the accrual or use of leave time in the past. This Agreement extinguishes
11 any and all such claims. The parties further agree that the Association will not bring or
12 sponsor any claims or lawsuits based on the accrual or use of leave time in the past for any
13 fire fighter who presently is, or who has been, scheduled to work four 10-hour days per
14 week.

1 Article 13

2 Personnel Deployment

3 **Section 1. Trading Assignments.**

4 Two fire fighters of the same rank may trade or "swap" assignments in
5 accordance with this procedure. An agreed swap must have the approval of the
6 appropriate Battalion Chief and the next level supervisor. The swap must be made
7 voluntarily by each fire fighter. No fire fighter may enter into a swap if he/she is high
8 enough on a promotional eligibility list to make his/her promotion from that list likely.

9 There shall be no swaps involving more than two fire fighters. Any manipulation of the
10 swap procedure by any fire fighter or supervisor shall be grounds to disallow the
11 proposed swap.

12 **Section 2. Policy on Transfers to Open Assignments.**

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

18 **B. Advertisement of Open Assignments.** To afford an opportunity for all
19 fire fighters covered by this Agreement to obtain any assignment that becomes available,
20 the Department will advertise all "open assignments" for a minimum period of 10
21 calendar days. The posting shall take place within 7 calendar days after an assignment is
22 determined to be "open."

23 **C. Method of Advertising.** Battalion Chiefs shall advertise open

1 assignments by placing a notice of the opening on the Department's computer network. If
2 the Fire Chief decides to leave an assignment open, the assignment will remain posted on
3 the computer.

4 **D. Two-year Stay In Staff and Certain Other Assignments.** Fire fighters
5 who promote or transfer to a staff assignment (40 hours/week) or any other assignment
6 for which assignment pay is received (except bilingual pay) shall ordinarily stay in the
7 assignment for a minimum of two years. A Special Operations two-year commitment
8 begins when: (1) the fire fighter begins the departmental, state, or federal certification
9 process to qualify for the assignment; or (2) the fire fighter may be counted towards any
10 established required staffing level. A fire fighter who has not begun training for the
11 Special Operations commitment may apply for "open assignments."

12 **E. Transfer procedures.** The procedures to be followed in transferring fire
13 fighters to "open assignments" are contained in General Order 11 19-B.

14 **F. No applications for open assignment.** If no candidates apply for an open
15 assignment advertised by a Battalion Chief, the Fire Chief may, at his discretion:

- 16 (1) leave the assignment open;
- 17 (2) fill the assignment with a staff person, if possible;
- 18 (3) fill the assignment by promotion;
- 19 (4) fill the assignment with a recent academy graduate (if the opening
20 is an assignment in the Fire Fighter rank); or
- 21 (5) fill the assignment by transfer.

22 23 **Section 3. Shift Trading Privileges.**

24 **A.** During the term of this Agreement, the Department shall have a policy
25 providing for the trading of shifts/time among fire fighters. The policy shall provide
26 flexibility for fire fighters to trade shifts/time, provided that the trades do not compromise
27 the integrity of the fire fighting company or the business needs of the Department.

1 **B.** The City has agreed to facilitate the fire fighters' shift exchanges where
2 the fire fighters do so at their sole option and for their convenience. The City offers fire
3 fighters no incentive, encouragement, benefit, or promise of reward or advantage to fire
4 fighters in connection with providing this option. The City retains the right to make any
5 changes in policies or practices which the City Attorney deems necessary to comply with
6 State and Federal overtime laws and regulations, including but not limited to 29 C.F.R.
7 §§ 553.31 and 553.227, governing the City's involvement, regulation, or approval of fire
8 fighter participation in this voluntary option.

9 **Section 4. Discretion of Fire Chief.**

10 Nothing in this Article shall be construed as limiting the Fire Chief's authority to
11 determine personnel assignments.

12

1 Article 14

2
3 Safety

4
5 **Section 1. Building Maintenance**

6
7 A Building Audit Committee (BAC), composed of a Departmental Safety Officer,
8 an Association representative from the Joint Health and Safety Advisory Committee, and
9 representatives appointed by the Fire Chief will conduct an annual building audit of all
10 Department facilities. The BAC shall prepare a report noting all necessary repairs and
11 maintenance requests. The BAC will advise the Fire Chief of its Building Audit findings.
12 The Fire Chief will prioritize all building repair and maintenance requests according to
13 need and the availability of resources, at his discretion. The Fire Chief will publish an
14 annual report listing all facilities repairs made in the previous year and the priorities for
15 repairs he has identified for the next two years.

16 **Section 2. Safety Office.**

17 The Department agrees to have a Safety Office, and to the extent possible within
18 Departmental budget, expand resources available to accomplish its mission.

19 **Section 3. Joint Health and Safety Advisory Committee.**

20 The Joint Health and Safety Advisory Committee (JHSAC) will continue to
21 operate in the same manner as the Management/Union Safety Committee referred to in
22 General Order E04. In addition to the duties already assigned in such General Order, the
23 JHSAC is charged with the following additional tasks:

- 24 (a) Write and submit to the Fire Chief safety bulletin updates detailing the
25 status of ongoing safety projects;
26 (b) Review and advise the Fire Chief on Departmental safety training; and

1 (c) Review and advise the Fire Chief on safety inspections of the stations
2 conducted by Fire Prevention inspectors using the fire code then in effect
3 for a standard.

4 **Section 4. Procedures for Joint Health and Safety Advisory Committee.**

5 The JHSAC shall meet when either the Fire Chief or the Association requests a
6 meeting. The Executive Staff shall respond in writing within thirty (30) days to JHSAC
7 correspondence; however, a written response will be required only if a quorum of JHSAC
8 members has attended the meeting. A "quorum" is defined as consisting of two-thirds
9 (2/3) of the members appointed by the Association. The Executive Staff's written
10 response to the JHSAC must address the issues presented by the JHSAC.

1 Article 15

2 Fire Cadets

3 **Section 1. Status of Fire Cadets**

4 Fire Cadets are not entitled to the rights and benefits contained in this Agreement,
5 except for those specifically enumerated in this Article. By including this Article in the
6 Agreement, the City is not conceding that Fire Cadets are covered by Chapter 143, nor is the
7 Association conceding that Fire Cadets are not covered by Chapter 143.

8 **Section 2. Vacation and Sick Leave Accruals.**

9 **A. Accrual Rates.** Fire Cadets will earn vacation and sick leave at the rate of one
10 and one-quarter (1.25) days per month during the time they are in Cadet Class.

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

15 **Section 3. Benefits for Fire Cadets**

16 **A. Bilingual Pay.** Fire Cadets will be given the opportunity to take a Spanish
17 proficiency examination during their Cadet class. Each Fire Cadet who passes the
18 examination shall be entitled to begin receiving bilingual pay at the first pay period after
19 graduation from the Academy.

20 **B. Education/Certification Pay.** Fire Cadets who meet the requirements for
21 Education and/or Certification pay will receive Education/Certification pay starting at the
22 beginning of their Cadet class or upon presenting appropriate documentation establishing
23 entitlement to the pay, whichever occurs first.

1 **Section 4. Service Credit**

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

1 Article 16

2 Promotions, Demotions, & Reinstatements

3 **Section 1. PROMOTIONS.**

4 **A. Purpose and Objective.**

5
6 The Association, recognizing the City's need for flexibility in the promotion
7 process, hereby agrees to the deviations from Chapter 143 promotion procedures specifically
8 authorized by this Article. Except as allowed by this Article, the City will comply with the
9 promotion procedures specified in Chapter 143, and retains all prerogatives granted to it by the
10 statutory procedures.

11 **B. Written Examination.**

12
13 Notwithstanding any provisions in Sections 143.032 and 143.033 of Chapter 143,
14 the City shall not be limited to the use of a written examination as the sole basis to rank
15 candidates for promotion to the ranks of Fire Specialist and Lieutenant. Initial ranking of
16 candidates for promotion to Fire Specialist and Lieutenant will be by competitive written
17 examination administered in accordance with Local Government Code Chapter 143. A candidate
18 must score 80% or better on the written exam to be placed on the eligibility list.

19 **C. Optional Skills Evaluation for Fire Specialist and Lieutenant Ranks.**

20
21 The City may, at its option, re-order promotional candidates on the initial
22 eligibility lists for Fire Specialist and Lieutenant based upon a practical skills evaluation
23 that will count as 50% of the candidate's total grade. Any practical skills evaluation shall
24 be prepared by a competent professional, which may be Department or City of Austin
25 employees, shall be validated for the Austin Fire Department, and shall be designed to
26 achieve a reasonably objective correlation to actual job requirements, skills, knowledge,
27 and aptitude. The process will be conducted by AFD and AFD employees may be used

1 as proctors. The evaluators who score the candidate's performance will not be AFD fire
2 fighters. Before the practical skills evaluation is recommended to the Fire Chief for use,
3 the Curriculum Criteria Committee will meet with the Association President and two
4 members of the Association Executive Board to review the proposed practical skills
5 evaluation and obtain suggestions and comments from the Association representatives.
6 The Association suggestions and comments will be provided by the Committee to the
7 Fire Chief who may, in his discretion, accept or decline the Association's suggestions.

8 The optional skills evaluation for the rank of Lieutenant may be used beginning
9 with the second promotional process to occur after the effective date of this Agreement.

10 If the City intends to use a practical skills evaluation to create a final eligibility
11 list, it must include that information in the promotional exam announcements posted in
12 accordance with Local Government Code 143.029(a) and (b).

13 **D. Unlawful Impact.**

14 If any aspect of the written examination or practical skills evaluation results in an
15 unlawful impact as to any group of promotional candidates, the Fire Chief may adjust that aspect
16 in order to achieve compliance with the law. The Association or an affected promotional
17 candidate may file a grievance under Article 20 to challenge the necessity for any adjustment, but
18 the City will bear the burden of proof in any such grievance.

19 **E. Seniority Points.**

20
21 **1. Fire Specialist and Lieutenant.** Notwithstanding the provisions of
22 Section 143.033(b), each candidate will have added to his/her composite score one (1)
23 additional point for each year of service in the department, up to a maximum of twelve
24 (12) additional points. If a practical skills evaluation is not administered, the seniority

1 points will be added to the candidate's written examination score, if he/she scores 80% or
2 better on the written examination.

3 **2. Captain and Battalion Chief.** Notwithstanding the provisions of
4 Section 143.033(b), each candidate who passes the written examination will have added
5 to his/her passing score one (1) additional point for each year of service in the
6 department, up to a maximum of twelve (12) additional points.

7 **F. Life of the Eligibility List.**

8
9 Notwithstanding the provisions of Section 143.036, the life of all
10 promotional eligibility lists created during the life of this Agreement will be eighteen (18)
11 months from the date that the list is certified as a final promotional eligibility list.

12 **G. Promotions to Division Chief and Assistant Chief.**

13
14 **1. Appointment Procedure.** Except as indicated in Article 16, Section
15 1.II below, promotions to the rank of Division Chief and Assistant Chief will be made by
16 use of the appointment procedure specified in Local Government Code 143.014. Fire
17 fighters appointed to such positions must have all the qualifications specified, and will
18 have all rights and remedies afforded them under that section of the Code. The total
19 number of appointed Division Chief and Assistant Chief positions may not exceed nine
20 (9), but the Fire Chief may allocate the number in each rank as s/he deems appropriate as
21 long as the total does not exceed nine (9). The number of positions in the ranks of
22 Assistant Chief and Division Chief will be subject to approval of the City Council.

23 **2. Shift Commander Assignment.** The Fire Department will maintain a
24 minimum of three (3) Shift Commander assignments which will be filled by a Division

1 Chief with a minimum of two (2) years experience in Operations in the rank of Battalion
2 Chief.

3 **H. Existing Promotional Eligibility Lists.**

4 Promotional eligibility lists that exist on the effective date of this
5 Agreement will be used to fill promotional vacancies in the ranks for which they were
6 created until they expire. Thereafter, new eligibility lists for the ranks of Fire Specialist
7 and Lieutenant will be created in accordance with this Article, and Division Chief and
8 Assistant Chief vacancies may be filled using the appointment procedures specified in
9 this Article. Division Chiefs promoted from Civil Service promotional lists may not be
10 demoted involuntarily except in accordance with Local Government Code Section
11 143.054 or this Agreement.

12 **I. "Pipeline Evergreen" Provision.**

13 If a written promotional examination has been given prior to the expiration
14 of this Agreement, the promotional process may continue to completion, the expiration of
15 this Agreement notwithstanding, and the resulting eligibility list shall have a life of eighteen
16 (18) months.

17 **Section 2. WRITTEN PROMOTIONAL EXAMINATION APPEAL PROCESS**

18 **A. Application of this Section.**

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

1 **B. Appeals Criteria.**

2 In appeals from written promotion examinations, criteria will be applied to
3 *judge the merits of an appeal. The criteria are established in this Section, but may be*
4 modified by the Appeals Criteria Committee ("ACC") as provided in Article 16, Section 2.C
5 below. In judging the merits of an appeal the Employee Review Committee ("ERC")
6 described in Article 16, Section 2.E below shall apply only the criteria listed in this section.
7 If, however, the ACC has modified the criteria, the modified criteria will be used by the
8 ERC. The Civil Service Commission must apply the criteria as well, but may add any other
9 criteria it deems relevant to judge the merits of an appeal. All appeals must be on the form
10 prescribed by the Director of Civil Service and must meet the following criteria for the
11 appeal to be submitted to the Civil Service Commission:

12 1. The form must be completed in the fire fighter's own handwriting,
13 must be legible and must contain the following:

- 14 (a) Fire fighter's name
15 (b) Name of the exam
16 (c) Question # being appealed (or the entire exam)
17 (d) The reason(s) why the question or exam is being appealed
18 (e) The date.

19
20 2. The form must be completed so that it challenges a specific question.

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

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

26 5. Appeals must be based on the following reasons:

- 27 (a) There is more than one correct answer.

- 1 (b) There are no correct answers.
- 2 (c) The question is not clearly stated or there is an error so that
- 3 the correct answer could not be determined.
- 4 (d) The question is not from the listed source material.
- 5
- 6 6. The following contains examples of appeals that will not be submitted to
- 7 the Civil Service Commission for its review:
- 8 (a) Punctuation marks are missing or incorrect.
- 9 (b) The exact wording in the source materials was not used.
- 10 (c) Disagreement with the way a question or answer choice is
- 11 phrased.
- 12 (d) The question is not job relevant. (All materials included on
- 13 the approved source materials list are deemed job relevant.)
- 14

15 **C. Appeals Criteria Committee.**

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

23 **2. Appointment of Members.** The ACC, composed of seven (7)
24 individuals, shall be appointed as follows:

- 25 (a) Three (3) members appointed by the Association, each having taken
- 26 at least one (1) promotional exam;
- 27 (b) Two (2) members appointed by the Fire Chief, each having taken at
- 28 least one (1) promotional exam;
- 29 (c) One (1) member appointed by the Director of Human Resources; and
- 30 (d) One (1) member appointed by the Chair of the Civil Service
- 31 Commission.
- 32

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

4 **D. Appeal Process After Written Examination.**

5 **1. Appeal.** Any fire fighter who has taken a written promotional
6 examination may, within five (5) City of Austin business days of posting of the written
7 promotional examination results, review his/her examination results. In a process
8 established by the Human Resources Department, each candidate who has taken a written
9 promotional examination may have a time period to review his/her examination, write, and
10 submit an appeal. Any appeal must be based on the appeal criteria as provided in this
11 Agreement. Each candidate will receive a copy of the Human Resources Department
12 process at the conclusion of his/her examination.

13 **2. Review of Examination.** The Human Resources Department will be
14 responsible for providing dates, times, and locations for members to sign up to review their
15 examinations and write and submit an appeal. Each fire fighter will be responsible for
16 signing up for a specific time period to review his/her examination and to write and submit
17 an appeal. The fire fighter will be permitted to stay beyond his/her scheduled time period, if
18 needed, to complete his/her review and to write and submit an appeal. Copies of source
19 materials will be provided for a fire fighter's use during this review period *only* if the fire
20 fighter specifically requested the materials on the Sign Up form. During the period
21 designated for the fire fighter to review his/her examination and to write and submit an
22 appeal, the fire fighter may bring self-prepared materials such as notes, flash cards, or

1 outlines. The only published materials a fire fighter may bring are the source materials upon
2 which the examination was based.

3 **E. Review By Employee Review Committee.**

4 **1. Role of ERC.** An Employee Review Committee (ERC) will be
5 appointed to screen written examination appeals for the ranks of Fire Fighter through
6 Battalion Chief to the Civil Service Commission, applying the criteria described in Article
7 16, Subsection 2.B.5, to determine if any appeals should be rejected because they do not
8 meet the criteria.

9 **2. Appointment of ERC Members.** Assuring for diversity to the
10 extent practical and possible, the ERC shall be comprised of five (5) members as follows:

11 (a) **For promotional examinations for Specialist rank:**

- 12 (i) Four (4) Specialists or higher rank, two (2) each
13 appointed by the Association and the Fire Chief; and
14 (ii) One (1) non-voting member appointed by the Human
15 Resources Department.
16

17 (b) **For promotional examinations for Lieutenant rank:**

- 18 (i) Four (4) Lieutenants or higher rank, two (2) each
19 appointed by the Association and the Fire Chief; and
20 (ii) One (1) non-voting member appointed by the Human
21 Resources Department.
22

23 (c) **For promotional examinations for Captain rank:**

- 24 (i) Four (4) Captains or higher rank, two (2) each
25 appointed by the Association and the Fire Chief; and
26 (ii) One (1) non-voting member appointed by the Human
27 Resources Department.
28

29 (d) **For promotional examinations for Battalion Chief rank:**

- 30 (i) Four (4) Battalion Chiefs or higher rank two (2) each
31 appointed by the Association and the Fire Chief; and

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

3. 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 not have any information concerning the identity of the person writing the appeal and will not make any statement, assertion, or recommendation regarding the validity of an appeal or subsequent Civil Service Commission action. 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.

Section 3. PRACTICAL SKILLS EVALUATION APPEALS.

A. Skills exam appeal process. This appeal process applies to appeals by individual candidates regarding the grading of their optional skills evaluations. The provisions of Article 16, Section 2 shall apply to such appeals, except as follows:

1. Statement of complaint. The candidate shall file a detailed description of the complaint.

(a) Bases for appeal. Only the following reasons shall be valid reasons for appeal:

- (i) failure of the subject matter to be included in the official posting;
- (ii) inaccurate correlation of the testing standard to the published materials or subject matter;
- (iii) *mathematical errors in scoring; or*
- (iv) inconsistent application of standards in grading the test.

(b) Supporting materials. Any materials supporting the appeal shall be filed prior to the Employee Review Committee's review, and made available in any final hearing.

1
2 **B. Remedies.** The Commission may order any reasonable remedy designed to
3 achieve fairness for all applicants and avoids the necessity for re-testing if practicable.

4 **Section 4. DEMOTION AND REINSTATEMENT**

5
6 **A. Demotions due to return from military leave of absence.**

7 Notwithstanding the provisions of Local Government Code Section 143.072,
8 when a fire fighter returns from a military leave of absence, is reinstated to active duty in the
9 department and is restored to his/her former position, thus creating a surplus in his/her rank,
10 the last person promoted to that rank will be demoted and placed on the reinstatement list for
11 that rank.

12 **B. Reinstatement List.**

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

21 **D. Promotional eligibility after reinstatement.**

22 Once reinstated, a fire fighter's eligibility for promotion shall be determined from cumulative
23 time in rank, rather than continuous time in rank.

C. 1 **Pre-Emption.**

2 This section alone shall control any right to reinstatement from a reinstatement list, and all
3 provisions of Chapter 143 are preempted, whether or not expressly inconsistent with this
4 provision.

5 **Section 5. VACANCIES.**

6
7 **A. Indefinite Suspensions.**

8
9 Notwithstanding any provision in this Article or any provision in Local
10 Government Code Chapter 143, an indefinite suspension of a fire fighter (despite any
11 pending appeal) shall create a vacancy, but shall not expand the size of the classified
12 service. In the event that an indefinite suspension is overturned on appeal, the last person
13 promoted in either instance shall be demoted, with such rights are prescribed in Section D
14 above.

15 **B. Extended Absence .**

16
17 Notwithstanding any provision in this Article or any provision in Local
18 Government Code Chapter 143, an absence from duty for more than six (6) months
19 because of illness, injury, authorized leave, or an external internship shall create a
20 vacancy, but shall not expand the size of the classified service. When the fire fighter
21 whose absence created the vacancy returns to active duty, the last person promoted to that
22 rank will be demoted, with such rights as are prescribed in Section D above.

23 **Section 6. DUTY TO BARGAIN; MUTUAL OBJECTIVES.**

24 The City and the Austin Fire Department contend that Chapter 174 of the Texas
25 Local Government Code does not mandate bargaining or contractual resolution of
26 staffing levels or the Shift Commander assignments in this Article. The parties agree that
27 they have mutual interests in addressing and resolving the promotion and assignment
Final 10-27-05

1 issues in this Article, and have chosen to do so in a spirit of cooperation toward the
2 objective of enhancing trust, confidence, and working relationships. Neither the City nor
3 the Association concede or waive any legal positions or rights as to future bargaining
4 cycles by bargaining and reaching agreement on this Article. No rights shall exist under
5 this Agreement as to the number of authorized personnel except as specifically set forth
6 in this Article, and no policy or practice not set forth in this Article shall be contractually
7 required or enforceable under this Agreement as a past practice or standard.

8 **Section 7. CONTROLLING ARTICLE/PRE-EMPTION.**

9
10 *The Maintenance of Standards language of Article 24, Section 2 is inapplicable to*
11 *promotions, which shall be governed solely by this Article and Chapter 143 as modified by this*
12 *Article. Any provisions in Chapter 143 that are inconsistent with any provisions of this Article*
13 *are expressly modified and pre-empted by this Agreement.*

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Article 17

Initial Hiring Process

Section 1. Application of Chapter 143 procedures.

The Association, recognizing the City's need for flexibility in the hiring process, hereby agrees to the deviations from Chapter 143 hiring procedures specifically authorized by this Article. Except as allowed by this Article, the City will comply with the hiring procedures specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.

Section 2. Initial Ranking Exam.

The City will use a general aptitude test to initially rank all applicants for entry level positions. The purpose of the test is to establish the initial order of applicants. Notwithstanding the requirements of Sections 143.021, 143.024, and 143.025 of Chapter 143, the City shall not be limited to the use of a written examination for this purpose, but may use an oral interview board process, instead of, or in addition to, a written examination, as further provided in Section 4, following. Any written exam or oral interview board process used to do the initial ranking will be prepared and validated by a competent testing professional, and shall be designed to achieve an objective correlation to actual requirements, skills, knowledge, and aptitude necessary to become a professional fire fighter.

Section 3. Batching of Applicants.

Notwithstanding any provision of Chapter 143, the City will be entitled to process groups or "batches" of applicants at any point in the process after the initial ranking in

1 order to effectively use its resources and manage the logistics of the hiring process. If the
2 City processes applicants through the remainder of the entry level selection process
3 in batches, each batch processed will be taken consecutively from the top of the list
4 created as a result of the initial ranking of candidates.

5 **Section 4. Oral Interview Board.**

6 If a written aptitude test is utilized to do the initial ranking of entry level
7 applicants, the City may use an oral interview board process to determine the final
8 ranking of entry level applicants, with or without taking into account the initial exam
9 scores. This may be done before or after “batching” of applicants. Any oral interview
10 board process used for this purpose will be prepared and validated by a competent testing
11 professional, and shall be designed to achieve an objective correlation to actual
12 requirements, skills, knowledge, and aptitude necessary for the job of a professional fire
13 fighter.

14 **Section 5. Use of CPAT or Similar Physical Ability Test.**

15 No entry level candidate will be selected for an entry level position without first
16 taking and passing the Candidate Physical Ability Test (CPAT), its successor, or a similar
17 physical ability test.

18 **Section 6. Addition of Military Points.**

19 Notwithstanding Section 143.025(f) of Chapter 143, the number of points added
20 to the ranking grade of an applicant who served in the United States armed forces and
21 received an honorable discharge shall be limited to three (3) points. Military points may
22 be added, at the City’s option, to the passing scores of the applicants at the time of the

1 initial ranking test, or may be added after completion of the subsequent oral interview
2 board process, if any.

3 **Section 7. Addition of Bilingual Translation Points.**

4 A. One (1) point will be added to the ranking grade of each applicant who is
5 certified, according to the procedures adopted by the Fire Chief, as bilingual in any one
6 of the following languages:

- 7 (1) Spanish;
- 8 (2) French/Haitian;
- 9 (3) Asian (Vietnamese, Cantonese, Thai, Korean, Japanese, and
10 Malaysian);
- 11 (4) American Sign Language; or
- 12 (5) German.

13
14 B. The additional point may be added, at the City's option, to the passing
15 scores of the applicants at the time of the initial ranking test, or may be added after
16 completion of the subsequent oral interview board process, if any.

17 C. If the addition of the point for Bilingual Translation creates an unlawful
18 impact against any group of applicants, the City may eliminate the use of the additional
19 point. The Association may file a grievance under Article 20 to challenge the necessity
20 for any adjustment, but the City will bear the burden of proof in any such grievance.

21 **Section 8. Life of Eligibility List.**

22 Notwithstanding Section 143.025(h), the life of an eligibility list shall be one year
23 from the date that the list is certified by the Commission as the final eligibility list. The
24 list will be certified as final by the Commission before any selections are made from the
25 list.

26 **Section 9. "Pipeline Evergreen" Provision.**

1 If, at the time this Agreement expires, there is no current hiring eligibility list in
2 effect and the Department has completed the General Aptitude Test before expiration of
3 this Agreement, *the remainder of the hiring process may continue for one Academy class,*
4 notwithstanding the expiration of this Agreement.

5 **Section 10. Cadet Training.**

6 A. An applicant selected from the final eligibility list must pass the Department's
7 training standards in effect for the Cadet Training Class for which the applicant will
8 graduate. The standards for each class will be formally established by the Fire Chief, in
9 writing prior to the beginning of each class. The standards will establish:

- 10 1. academic and performance criteria no less stringent than those for Class
- 11 108;
- 12 2. minimum passing scores not less than 70%;
- 13 3. *a number of re-tests on announced written tests not to exceed two (2) and*
- 14 *one (1) re-test for each announced skill evaluation; and*
- 15 4. *the role of the cadet oversight committee.*
- 16

17 B. This article does not prevent the implementation of any criteria required by
18 law, regulation, or industry standard such as the Texas Commission on Fire Protection,
19 Texas Department of Health, *American Heart Association, the Office of the Medical*
20 *Director or the National Registry of Emergency Medical Technicians.* Once established
21 and published, the training standards will be enforced as written. However, the Chief
22 may empanel a Chief's Review Committee to resolve any disputes regarding whether the
23 standards were appropriately applied. The Association will be entitled to have a non-
24 participating observer attend all Chief's Review Board meetings.

25 C. This Article shall not affect the Chief's existing authority to make
26 determinations about cadets on issues of attendance, discipline, personality, suitability or

1 other such matters not covered by the performance and academic standards established
2 for each cadet class.

3 D. This Article shall not affect the Chief's authority to make any determination
4 concerning the continued employment of probationary fire fighters.

5 E. No grievance or other remedy shall apply in the event of termination of a cadet
6 by the Fire Chief. This agreement does not create any rights in continued employment
7 for cadets, as third party beneficiaries or otherwise.

8 **Section 11. Indemnification.**

9 To the extent allowed by law, the City shall indemnify the Association and hold it
10 harmless against any and all claims, demands, suits, or other forms of liability that may
11 arise out of, or by reason of, any actions taken in compliance with this Article.

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Article 18

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 Chief's 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

1 Commission or to a third-party hearing examiner any discipline imposed under this Section
2 by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the
3 Civil Service Commission or hearing examiner shall have the same duties and powers set
4 forth in Chapter 143, but shall not have the power to substitute a program of counseling
5 and/or rehabilitation different than the program imposed by the Fire Chief or to substitute
6 any period of suspension for the required program of counseling and/or rehabilitation.

7 **Section 3. Alternative Discipline by Agreement.**

8 In considering appropriate disciplinary action, the Fire Chief may require that a fire
9 fighter be evaluated by a qualified professional designated by the Fire Chief. If that
10 professional recommends a program of counseling and/or rehabilitation for the fire fighter,
11 *the Fire Chief may offer the fire fighter the opportunity to enter into an alternative*
12 *disciplinary agreement under which the fire fighter would accept a temporary suspension of*
13 *up to ninety (90) days and agree to successfully complete the program of counseling and/or*
14 *rehabilitation recommended by the qualified professional designated by the Fire Chief. The*
15 *program of counseling and/or rehabilitation will be completed on the fire fighter's own time,*
16 *unless the Fire Chief approves the use of vacation time. The fire fighter shall be responsible*
17 *for paying all costs of the program of counseling and/or rehabilitation which are not covered*
18 *by the fire fighter's health insurance plan. If the fire fighter's misconduct involves alcohol*
19 *and/or drug-related behavior, the Fire Chief may require that the fire fighter submit to*
20 *mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period*
21 *of time. If the fire fighter accepts the opportunity for agreed alternative discipline, the fire*
22 *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.

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.

(a) The fire fighter will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Fire Chief.

(b) 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.

(c) 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.

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.

1 **Section 5. Publishing Notice of Discipline.**

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

9 **Section 6. Transfers Related to Discipline.**

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

17 **Section 7. Non-disciplinary corrective action.**

18 *Verbal counseling and written reprimands are not discipline, and are not subject to*
19 *grievances or appeals as to the substance of the decisions made. A contract grievance may*
20 *be pursued for violations of the process set forth in this section. Verbal counseling shall be*
21 *included in the company journal. Written reprimands shall be initiated on a form which*
22 *provides space for the fire fighter to respond and include his or her version of the event in*
23 *dispute, which shall be completed and filed within 72 hours following delivery of the*

1 proposed written reprimand. That form shall be submitted by the initiating supervisor
2 through the chain of command for review and action. There shall be no other requirement
3 for advance notice of any proposed action. The form shall recite any instances of prior
4 counseling or action, or if there are none, shall state the specific reasons justifying the
5 present action without prior progressive corrective action. Written reprimands shall be
6 initiated by the fire fighter's immediate supervisor. The "immediate supervisor" is the one
7 who had immediate supervisory responsibility over the fire fighter at the time of the
8 incident. If a higher ranking department officer witnesses the violation, that officer may
9 direct the supervisor to initiate a written reprimand after discussing the incident with the
10 supervisor. Verbal counseling by an officer other than the immediate supervisor shall be in
11 the supervisor's presence. A written reprimand shall not be used or relied upon in
12 connection with any future corrective action or discipline after 12 months from the date of
13 its approval.

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1 Article 19

2 Use of Non-Civil Service Employees

3 **Section 1. Goals and Objectives.**

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

8 **Section 2. Fire Prevention.**

9 Fire prevention duties shall be performed by Civil Service employees, except that
10 degreed engineers who are non-Civil Service employees may be assigned fire prevention
11 duties.

12 **Section 3. Fire Communications.**

13 Fire communications duties will be performed by Civil Service employees, except
14 that the three (3) dispatch positions currently filled by non-Civil Service employees will be
15 converted to Civil Service positions through attrition. No additional dispatch positions will
16 be filled by non-Civil Service employees.

17 **Section 4. Fire Photography.**

18 Fire photography duties will be performed as follows: Non-Civil Service positions
19 may be designated by a title such as "video tv production coordinator." Any such positions
20 shall be in addition to the Civil Service positions currently assigned to Fire Photography.

21 **Section 5. Fire Administration.**

22 Fire administration duties may be performed by non-Civil Service employees.

1 **Section 6. Public Relations Director.**

2 The position of Public Relations Director will be a non-Civil Service position which
3 may retain all of the duties and responsibilities of the previous Public Information Officer.
4 The Fire Chief shall adopt a standard procedure which calls for the use of Civil Service
5 *employees as public information officers for on-camera interviews and/or comments at fire*
6 or emergency scenes. The parties specifically agree, however, that no grievances or other
7 claims may be filed by any Civil Service employee if any reporter or camera operator
8 inadvertently speaks with and/or photographs a non-Civil Service employee at a fire or
9 emergency scene.

10 **Section 7. Intent.** The parties agree that current job duties or functions now being
11 performed by non-Civil Service employees may continue during this agreement except as
12 specifically modified in this article. However, the Department does not intend to use non-
13 Civil Service employees to perform duties which would not be permitted under Chapter 143,
14 except as provided in this Article.

15

1 Article 20

2 Grievance Process

3 **Section 1. Nature of Contract Grievances.**

4 This grievance procedure provides the exclusive method for resolving disputes
5 between fire fighters and/or the Association, and the City concerning the interpretation,
6 application and/or enforcement of this Agreement. Fire fighter grievances concerning
7 employment matters not related to this Agreement are not subject to this procedure. A
8 fire fighter may use the Department's general grievance procedure for resolution of non-
9 contract grievances. Suspension, demotion and discharge decisions must be appealed in
10 the manner described in TEXAS LOCAL GOVERNMENT CODE Chapter 143. They
11 may not be grieved under this procedure.

12 **Section 2. Initiating Contract Grievances.**

13 **A. Fire Fighter Grievances.** A fire fighter may initiate a contract grievance by
14 filing the grievance in writing with the Professional Standards Officer. The written
15 grievance must state briefly the nature of the problem, the specific contract provision(s)
16 allegedly violated, and the requested remedy.

17 **B. Association Grievances.** The Association may initiate a contract grievance
18 on its own behalf or on behalf of affected fire fighters. The Association may initiate a
19 contract grievance by filing the grievance in writing with the Fire Chief's office. The
20 written grievance must state briefly the nature of the problem, the specific contract
21 provision(s) allegedly violated, and the requested remedy.

22 **C. City Grievances.** The City may initiate a contract grievance by filing the
23 grievance in writing with the Association President. The written grievance must state

1 briefly the nature of the problem, the specific contract provision(s) allegedly violated, and
2 the requested remedy.

3 **Section 3. Time Limit for Filing Contract Grievances.**

4 A fire fighter, the Association, or the City must file the grievance within 30 days
5 of the date they actually become aware, or through reasonable diligence, should have
6 become aware, of the alleged violation of the Agreement.

7 **Section 4. Processing Fire Fighter Contract Grievances.**

8 **A. Step 1 grievance meeting.** The Professional Standards Officer will identify
9 the appropriate supervisor(s) to act as the City's Step 1 grievance representative, and will
10 arrange a Step 1 grievance meeting between the fire fighter, his/her Association
11 representative, and the City Representative. The Step 1 meeting must take place within
12 15 calendar days of the date the written grievance is filed. The City Representative will
13 provide a written Step 1 decision to the fire fighter or his/her Association representative
14 within 10 calendar days of the Step 1 meeting. *Note: if the Fire Chief's office is the*
15 *lowest supervisory level with authority to provide the remedy requested, the Fire Chief's*
16 *response will be treated as a Step 2 grievance response and the parties may proceed*
17 *directly to arbitration through the procedure described below.*

18 **B. Step 2 grievance meeting.** If dissatisfied with the Step 1 response, the fire
19 fighter or his/her Association representative may request a Step 2 meeting by filing a
20 written request with the Fire Chief's office within 7 calendar days of the fire fighter's
21 receipt of the Step 1 response. The Fire Chief or his/her designated representative will
22 conduct the Step 2 meeting within 15 calendar days of the date the Step 2 request is
23 received in the Fire Chief's office. A written Step 2 decision on the grievance must be

1 provided to the fire fighter or his/her Association representative within 10 calendar days
2 of the meeting.

3 **C. Arbitration.** If the fire fighter and/or Association is dissatisfied with the Step
4 2 grievance decision, the Association may request that the grievance be arbitrated by
5 filing a written arbitration request with the Fire Chief's office within 15 calendar days of
6 the date the Step 2 decision is received by the Association.

7 Where the Association invokes arbitration, representatives of the Association
8 President and the Fire Chief will meet by phone or in person within 7 calendar days to
9 select a mutually agreed arbitrator. If the parties are unable to agree on an arbitrator, the
10 Fire Chief's office or the Association may request a panel of 7 names from the American
11 Arbitration Association or the Federal Mediation & Conciliation Service.
12 Representatives of the Fire Chief and Association will meet within 7 calendar days of
13 receipt of the arbitrator's list by either to select an arbitrator by alternately striking
14 names. If either party fails to participate after two opportunities in the selection of an
15 arbitrator, the other party may strike three names on the list and return it to the AAA,
16 with a copy to the opposing party sent by facsimile and by certified mail. In the event
17 that either party fails to strike the list, the selection of the Arbitrator shall proceed under
18 the AAA Labor Arbitration Rules.

19 The arbitrator thus selected will be notified and a hearing date(s) requested. If the
20 arbitrator is unable to provide a date for hearing within 3 months of his/her selection,
21 either party may request selection of another arbitrator by the same means. The arbitrator
22 will provide a written decision as expeditiously as possible after conducting the hearing.
23 The arbitrator shall consider and decide only the issue(s) in the original grievance or

1 submitted in writing by agreement of the parties. The parties specifically agree that the
2 arbitrator's authority shall be strictly limited to interpreting and applying the explicit
3 provisions of this Agreement. The arbitrator shall not have authority to modify the
4 agreement or create additional provisions not included in the Agreement. The parties agree
5 that neither the City nor the Association shall have *ex parte* communications with the
6 arbitrator concerning any matter involved in the Grievance submitted to the arbitrator. Each
7 party shall be responsible for its own expenses in preparing for and representing itself at
8 arbitration, but the fees of the arbitrator shall be borne equally by the parties. The written
9 decision of the arbitrator shall be final and binding on both parties but shall not create a
10 basis for retroactive adjustment in any other case and shall not be appealable. The arbitrator
11 will have full authority to provide an adequate remedy if, in the arbitrator's opinion, such
12 is necessary.

13 **Section 5. Processing Association/City Contract Grievances.**

14 A meeting will be conducted between representatives of the Association President
15 and the Fire Chief within 15 calendar days of receipt of an Association or City grievance.
16 A written decision will be provided by the Association President or Fire Chief within 15
17 calendar days of the meeting. If dissatisfied, the grieving party may invoke arbitration
18 within 15 calendar days after the other party's written decision is received. Arbitration
19 will be conducted in the same manner described in § 4 above.

20 **Section 6. Association Representation at Grievances.**

21 A fire fighter is entitled, but not required, to have an Association representative at
22 all steps of the grievance/arbitration, provided that no fire fighter has a right to counsel at
23 any stage prior to arbitration. Where the fire fighter elects Association representation,

1 delivery of required notices and grievance decisions will be to the Association with a
2 copy to the fire fighter, and the Association's receipt of notices/decisions will be used to
3 determine time limits for further needed action.

4 If the fire fighter elects not to be represented in the grievance process, the
5 Association will receive a copy of all notices/decisions provided to the fire fighter and is
6 entitled to have a representative attend all grievance meetings. The fire fighter's receipt
7 of notices/decisions will be used to determine time limits for further needed action. Only
8 the Association may decide to arbitrate a fire fighter contract grievance.

9 **Section 7. Effect of missing time limits.**

10 If the City's representatives fail to take required action to process a grievance, the
11 fire fighter or Association may, but is not required, to move the grievance to the next
12 level.

13 If the fire fighter or Association fails to adhere to the deadlines for advancing the
14 grievance to the next level, the last grievance decision received will be considered final.
15 This provision shall not apply in rare instances of excusable delay based on unforeseen
16 circumstances or events; no delay based on negligence, oversight or inattention shall be
17 excused.

18 If any deadline falls on a Saturday, Sunday, or other date when the Chief's office
19 is closed, the due date shall be the following date when the office is open.

20 Any timeline or deadline provided in this article may be extended by mutual
21 written agreement of the parties involved at the particular step of the process where the
22 timeline applies.

1 **Section 8. Effect of Contract Expiration on Existing Contract Grievances.**

2 Notwithstanding any other provision of this Agreement, the Agreement's
3 expiration during the pendency of a contract grievance will not preclude processing of the
4 grievance, although relief granted, if any, will be limited to the period during which the
5 Agreement was in effect.

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Article 21

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Personnel Development Evaluations

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The parties have agreed that Personnel Development Evaluations/PDE's (the current

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version of efficiency reports in the AFD) shall be conducted annually, notwithstanding

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Local Government Code Section 143.082 or Commission rules. No information on

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discipline or reprimands shall be included on the efficiency report/PDE.

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Article 22

Health Insurance/PEHP

Section 1. Health Insurance.

The City will continue to provide health insurance for fire fighters and their families during the term of this Agreement. The health insurance may be provided in accordance with the City's health insurance program, as approved by City Council.

Section 2. Post Employment Health Plan.

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.

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Article 23

Pre-emption of Civil Service and Other Provisions

To the extent allowed by law, the provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule with which they specifically conflict. Examples of statutes, ordinances, and rules which may be pre-empted by this Agreement include, without limitation, Civil Service statutes, City ordinances, Civil Service Rules, and Department policies and procedures.

1 Article 24

2 Entire Agreement & Maintenance of Standards

3 **Section 1. Entire Agreement.**

4 The parties acknowledge that during the negotiations which resulted in this
5 Agreement, each had the unlimited right and opportunity to raise issues and make
6 proposals with respect to any subject or matter which is a mandatory subject of the
7 collective bargaining process, and that the understandings and agreements arrived at by
8 the parties after the exercise of that right and opportunity are set forth in this Agreement.
9 Therefore, the City and the Association, for the duration of this Agreement, each
10 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be
11 obligated, to bargain with respect to any subject or matter referred to, or covered in this
12 Agreement, or with respect to any subject or matter referred to, or covered in this
13 Agreement, or with respect to any subject or matter not specifically referred to or covered
14 in this Agreement, even though such subjects or matters may not have been within the
15 knowledge or contemplation of either or both of the parties at the time they negotiated or
16 signed this Agreement. This Agreement may be amended during its term by the parties
17 only by written mutual agreement ratified in accordance with the provisions of Chapter
18 174.

19 **Section 2. Maintenance of Standards.**

20 A. Subject to Subsection B below, all economic benefits, privileges, and
21 working conditions which are properly and lawfully in effect in the Austin Fire
22 Department as to matters subject to mandatory bargaining under Local Government Code
23 Chapter 174, and enjoyed by the fire fighters of the bargaining unit as of the effective

1 date of this Agreement, but which are not included in this Agreement, shall remain
2 unchanged for the duration of this Agreement.

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

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Article 25

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.

1 Article 26

2 Notices

3 **Section 1. Association Notices.** Notices the Association is required to provide
4 to the City under this Agreement or Chapter 174, unless specifically noted otherwise, will
5 be provided in writing to the Fire Chief's office and the designated representative of the
6 City Attorney's Office.

7 **Section 2. City Notices.** Notices the City is required to provide to the
8 Association under this Agreement or Chapter 174, unless specifically noted otherwise,
9 will be provided in writing to the Association President's office and the Association's
10 designated attorney.

11 **Section 3. Designation of Notice Recipients.** Within 7 days after the effective
12 date of this Agreement, both parties will provide the other written notice of the correct
13 mailing and e-mail addresses of its designated recipients.

14 **Section 4. Timeliness of Mail Notice.** A notice provided by mail will be
15 deemed timely if addressed to the two correct mailing addresses for the City or the
16 Association and postmarked no later than the date such notice is due.

17 **Section 5. Adequacy of Email Notice.** Use of email communications under this
18 paragraph shall be preceded by confirmed exchanges at the outset of the agreement, from
19 the sending to receiving servers, prior to using the email option for notices under this
20 section. Any system change by either party which would modify IT protocols, filters, or
21 other technical configurations shall require a confirmed exchange again. A notice sent by
22 e-mail will be deemed timely if addressed to the two correct e-mail addresses for the City
23 or the Association and sent by 11:59 p.m. on the due date.

- 1 **Section 6. Notice of Address Changes.** Notice of any changes of address or e-
2 mail address must be provided in writing to the other party within 7 days of the change.

1 IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS
2 AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED
3 REPRESENTATIVES ON THIS THE ____ DAY OF _____, 2005.
4

5
6 City of Austin
7 Austin Fire Department
8

Austin Association of
Professional Fire Fighters

9 By: _____
10 Toby Hammett Futrell
11 City Manager
12

By: _____
Mike Martinez
President

City of Austin Fire Pay Schedule Effective 01/08/06

40 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIREFIGHTER 14050 F02	HR MO YR	19,444 3,170 40,443	21,154 3,667 44,000	22,974 3,982 47,787	25,096 4,350 52,108	25,119 4,154 52,247	25,142 4,159 52,265	26,415 4,579 54,944	26,438 4,581 54,992	26,461 4,587 55,040	27,799 4,818 57,822	27,822 4,822 57,870	27,845 4,826 57,918	29,246 5,069 60,831
FIRE SPECIALIST 14025 F06	HR MO YR			24,809 4,300 51,602	27,098 4,697 56,364	27,121 4,701 56,412	27,144 4,705 56,450	28,517 4,947 52,376	28,541 4,947 52,376	28,564 4,951 52,412	30,006 5,201 52,413	30,029 5,205 52,461	30,052 5,209 52,509	31,583 5,471 55,652
FIRE LIEUTENANT 14040 F06	HR MO YR					29,263 5,376 61,909	29,309 5,382 61,957	30,759 5,637 64,039	30,811 5,641 64,087	30,834 5,645 64,115	32,390 5,914 67,371	32,413 5,918 67,419	32,436 5,922 67,467	34,068 6,205 70,858
FIRE CAPTAIN 13965 F06	HR MO YR							33,240 5,762 69,130	33,263 5,763 69,187	33,285 5,772 69,235	34,865 6,061 72,726	34,888 6,065 72,774	35,011 6,069 72,822	36,769 6,373 76,480
FIRE BATTALION CHIEF 13965 F10	HR MO YR									38,265 6,285 75,451	38,293 6,332 79,232	38,316 6,337 79,281	38,339 6,341 79,329	40,054 6,643 83,312
FIRE DIVISION CHIEF 14015 F11	HR MO YR									39,151 6,796 81,430	41,124 7,128 89,417	41,147 7,132 89,565	41,170 7,136 89,613	43,238 7,494 89,930
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR													

NOTES: MONTHLY & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIREFIGHTER 14050 F02	HR MO YR	25,266 5,073 60,879	29,292 5,077 60,927	30,766 5,333 63,992	30,789 5,337 64,040	30,812 5,341 64,058	32,354 5,608 67,296	32,377 5,612 67,314	32,400 5,616 67,332	34,020 5,897 70,052	34,043 5,901 70,052	34,066 5,905 70,052	34,089 5,909 70,052	34,112 5,913 70,054
FIRE SPECIALIST 14025 F06	HR MO YR	31,580 5,470 65,700	31,603 5,479 65,748	33,199 5,755 69,054	33,222 5,759 69,102	33,245 5,763 69,150	34,909 6,051 72,611	34,932 6,055 72,659	34,955 6,059 72,707	36,703 6,362 76,342	36,726 6,366 76,389	36,749 6,370 76,436	36,772 6,374 76,483	36,795 6,378 76,534
FIRE LIEUTENANT 14020 F08	HR MO YR	34,029 5,909 70,908	34,112 5,913 70,954	35,827 6,210 74,521	35,850 6,214 74,569	35,873 6,218 74,617	37,668 6,529 78,351	37,692 6,533 78,395	37,715 6,537 78,447	39,603 6,864 82,369	39,626 6,868 82,417	39,649 6,872 82,465	39,672 6,876 82,513	39,695 6,880 82,561
FIRE CAPTAIN 13965 F09	HR MO YR	36,762 6,377 76,526	36,815 6,381 76,576	38,666 6,702 80,425	38,689 6,706 80,473	38,712 6,710 80,521	40,643 7,043 84,540	40,672 7,047 84,587	40,695 7,054 84,641	42,730 7,406 88,926	42,752 7,410 88,974	42,776 7,414 89,022	42,799 7,418 89,070	42,822 7,422 89,118
FIRE BATTALION CHIEF 13965 F10	HR MO YR	40,077 6,347 83,360	40,100 6,351 83,408	42,115 7,300 87,599	42,138 7,304 87,646	42,161 7,308 87,694	44,270 7,673 92,091	44,293 7,677 92,129	44,316 7,681 92,177	46,592 8,066 96,748	46,595 8,070 96,834	46,598 8,074 96,882	46,601 8,078 96,930	46,624 8,082 96,978
FIRE DIVISION CHIEF 14015 F11	HR MO YR	43,259 7,406 89,976	43,282 7,502 90,026	45,456 7,879 94,548	45,479 7,893 94,597	45,502 7,897 94,645	47,778 8,282 99,379	47,801 8,286 99,427	47,824 8,290 99,475	50,216 8,704 104,448	50,239 8,708 104,496	50,262 8,712 104,544	50,285 8,716 104,592	50,308 8,720 104,640
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR						52,841 9,332 111,988	52,864 9,336 112,036	52,887 9,340 112,084	55,581 9,807 117,737	55,604 9,811 117,785	55,627 9,815 117,833	55,650 9,819 117,881	55,673 9,823 117,929

Firefighter Base \$40,443 and Firefighter 1 year \$44,000 with longevity. A 9% increase beginning at Firefighter 2 year
Rank Differentials (A1 rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is 12.3%
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 year and 9.15% Increase at 3 year

City of Austin Fire Pay Schedule Effective 01/08/06

53 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIREFIGHTER 14050 F02	HR MO YR	14,675 2,370 40,443	15,965 3,667 44,000	17,339 3,902 47,787	18,940 4,350 52,199	18,959 4,354 52,247	18,875 4,358 52,295	19,936 4,579 54,944	19,954 4,583 54,992	19,971 4,587 55,040	20,980 4,818 57,922	20,998 4,822 57,870	21,015 4,926 57,918	22,072 5,069 60,631
FIRE SPECIALIST 14025 F05	HR MO YR			18,724 4,300 51,522	20,451 4,697 56,364	20,465 4,701 56,412	20,485 4,705 56,460	21,523 4,943 58,316	21,540 4,947 58,354	21,557 4,951 58,412	22,648 5,201 62,413	22,664 5,205 62,461	22,681 5,209 62,509	23,821 5,471 65,652
FIRE LIEUTENANT 14020 F08	HR MO YR					22,119 5,075 60,906	22,118 5,080 60,957	23,235 5,337 60,957	23,253 5,341 61,007	23,271 5,345 61,057	24,445 5,614 63,371	24,463 5,618 63,419	24,480 5,622 63,467	25,710 5,905 66,558
FIRE CAPTAIN 13995 F09	HR MO YR							25,087 5,752 69,135	25,104 5,756 69,187	25,121 5,760 69,239	26,388 6,061 72,720	26,405 6,065 72,774	26,423 6,069 72,827	27,750 6,373 75,490
FIRE BATTALION CHIEF 13985 F10	HR MO YR									27,570 6,286 75,431	28,749 6,603 79,253	28,767 6,607 79,281	28,784 6,611 79,329	30,228 6,943 83,312
FIRE DIVISION CHIEF 14015 F11	HR MO YR									28,548 6,786 81,455	31,537 7,128 85,537	31,554 7,132 85,585	31,571 7,136 85,633	33,831 7,494 89,930
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR													

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIREFIGHTER 14050 F02	HR MO YR	22,090 5,073 83,873	22,107 5,077 83,927	23,219 5,333 83,952	23,237 5,337 84,040	23,254 5,341 84,088	24,418 5,608 87,296	24,435 5,612 87,344	24,453 5,616 87,392	25,576 5,897 90,762	25,593 5,901 90,810	26,710 5,905 90,858	26,728 5,909 90,906	26,745 5,913 90,954
FIRE SPECIALIST 14025 F05	HR MO YR	23,839 5,475 65,700	23,856 5,479 65,748	25,058 5,755 69,054	25,073 5,759 69,102	25,091 5,763 69,150	26,348 6,051 72,611	26,364 6,055 72,659	26,381 6,058 72,707	27,700 6,362 76,342	27,718 6,366 76,390	27,735 6,370 76,438	27,753 6,374 76,486	27,770 6,378 76,534
FIRE LIEUTENANT 14020 F08	HR MO YR	25,728 5,905 70,905	25,745 5,913 70,954	27,039 6,210 74,521	27,057 6,214 74,569	27,074 6,218 74,617	28,429 6,526 78,351	28,446 6,530 78,399	28,464 6,537 78,447	29,827 6,854 82,369	29,805 6,858 82,417	29,922 6,868 82,465	29,939 6,872 82,513	29,957 6,880 82,561
FIRE CAPTAIN 13995 F09	HR MO YR	27,758 6,377 76,528	27,785 6,381 76,576	29,182 6,702 80,425	29,199 6,708 80,473	29,217 6,710 80,521	30,575 7,046 84,549	30,596 7,050 84,597	30,613 7,054 84,645	32,249 7,406 88,979	32,268 7,410 89,026	32,284 7,414 89,074	32,301 7,418 89,122	32,318 7,422 89,170
FIRE BATTALION CHIEF 13985 F10	HR MO YR	30,247 6,947 83,350	30,254 6,951 83,408	31,785 7,300 87,598	31,802 7,304 87,646	31,819 7,308 87,694	33,411 7,673 92,081	33,429 7,677 92,129	33,445 7,681 92,177	35,118 8,065 96,786	35,136 8,070 96,834	35,153 8,074 96,882	35,171 8,079 96,930	35,188 8,082 96,978
FIRE DIVISION CHIEF 14015 F11	HR MO YR	32,648 7,468 89,978	32,686 7,502 90,026	34,308 7,879 94,549	34,324 7,883 94,597	34,341 7,887 94,645	36,059 8,282 98,375	36,076 8,286 98,427	36,094 8,290 98,475	37,893 8,704 104,448	37,916 8,708 104,495	37,933 8,712 104,544	37,951 8,716 104,592	37,968 8,720 104,640
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR													

Firefighter Base \$40,443 and Firefighter 1 year \$44,000 with longevity. A 9% increase beginning at Firefighter 2 year
Rank Differentials: (All rank differential are 5% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is 12.8%
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 year and 9 15% increase at 3 year

City of Austin Fire Pay Schedule 5.5% Increase Effective 01/07/07

40 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIRE FIGHTER	HR	20,513	22,316	24,235	26,472	28,495	30,518	32,861	35,884	39,507	43,316	47,339	51,593	56,099
14050	MO	3,556	3,898	4,201	4,599	4,993	5,397	5,829	6,337	6,837	7,382	7,926	8,506	9,145
F02	YR	42,657	46,417	50,410	55,052	59,110	63,158	67,950	72,998	78,046	83,976	89,826	95,074	100,145
FIRE SPECIALIST	HR			25,171	28,584	32,608	36,631	40,703	45,101	49,124	53,945	58,668	63,591	68,284
14025	MO			4,536	4,966	5,359	5,763	6,214	6,718	7,222	7,785	8,300	8,863	9,469
F06	YR			54,435	59,456	64,504	69,552	74,583	79,611	84,650	89,822	95,077	100,318	105,231
FIRE LIEUTENANT	HR					30,889	34,512	38,474	42,497	46,520	50,160	54,183	58,206	62,625
14020	MO					5,354	5,958	6,529	7,093	7,637	8,221	8,826	9,429	10,027
F08	YR					64,243	71,297	78,545	85,803	92,641	99,053	105,001	110,149	115,223
FIRE CAPTAIN	HR							35,060	39,183	43,106	46,878	50,894	54,922	59,176
13695	MO							6,077	6,881	7,685	8,392	9,106	9,820	10,521
F09	YR							72,925	80,973	88,321	95,903	103,751	110,759	117,925
FIRE BATTALION CHIEF	HR									38,249	43,176	48,199	53,223	58,241
12985	MO									6,940	7,964	8,988	9,972	10,922
F10	YR									73,458	83,807	93,614	102,862	111,562
FIRE DIVISION CHIEF	HR									41,286	47,174	53,157	59,226	65,385
14015	MO									7,159	8,118	9,122	10,126	11,129
F11	YR									85,925	96,216	106,286	116,114	125,705
FIRE ASSISTANT CHIEF	HR													
10935	MO													
F12	YR													

NOTES MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIRE FIGHTER	HR	30,862	30,885	32,439	32,462	32,485	34,111	34,134	34,157	35,855	35,888	35,911	35,934	35,957
14050	MO	5,349	5,353	5,623	5,627	5,631	5,913	5,917	5,921	6,217	6,221	6,225	6,229	6,233
F02	YR	64,193	64,241	67,472	67,520	67,568	70,950	70,959	71,046	74,598	74,643	74,684	74,742	74,790
FIRE SPECIALIST	HR	33,307	33,330	35,006	35,029	35,052	36,908	36,929	36,952	38,895	38,918	38,941	38,964	38,977
14025	MO	5,773	5,777	6,068	6,072	6,076	6,380	6,384	6,388	6,707	6,711	6,715	6,719	6,723
F06	YR	69,279	69,327	72,812	72,860	72,908	76,557	76,605	76,653	80,406	80,534	80,582	80,630	80,678
FIRE LIEUTENANT	HR	35,948	35,971	37,779	37,802	37,825	39,717	39,741	39,764	41,732	41,755	41,778	41,821	41,844
14020	MO	6,231	6,235	6,548	6,552	6,556	6,884	6,889	6,892	7,237	7,241	7,245	7,249	7,253
F08	YR	74,771	74,819	78,500	78,528	78,576	82,612	82,660	82,708	86,844	86,892	86,940	87,036	87,036
FIRE CAPTAIN	HR	38,759	38,823	40,779	40,796	40,820	42,862	42,885	42,908	45,052	45,075	45,099	45,122	45,145
13695	MO	6,725	6,729	7,067	7,071	7,075	7,426	7,435	7,439	7,809	7,813	7,817	7,821	7,825
F09	YR	80,703	80,751	84,809	84,857	84,905	89,152	89,200	89,248	93,711	93,759	93,807	93,855	93,903
FIRE BATTALION CHIEF	HR	42,264	42,288	44,412	44,435	44,458	46,642	46,665	46,688	48,964	48,987	49,010	49,034	49,057
12985	MO	7,326	7,330	7,696	7,702	7,708	8,092	8,096	8,100	8,504	8,508	8,512	8,516	8,520
F10	YR	87,010	87,058	92,377	92,425	92,473	97,398	97,446	97,494	102,654	102,702	102,750	102,798	102,846
FIRE DIVISION CHIEF	HR	45,822	45,845	47,957	47,980	47,985	50,380	50,406	50,429	52,951	52,974	52,997	53,020	53,043
14015	MO	7,926	7,912	8,300	8,313	8,317	8,733	8,737	8,741	9,176	9,182	9,186	9,190	9,194
F11	YR	94,890	94,941	99,750	99,757	99,805	104,797	104,845	104,893	110,137	110,185	110,233	110,281	110,329
FIRE ASSISTANT CHIEF	HR						58,779	58,802	58,825	59,686	59,685	59,713	59,736	59,759
10935	MO						9,842	9,846	9,850	10,342	10,346	10,350	10,354	10,358
F12	YR						118,100	118,148	118,196	124,106	124,154	124,202	124,250	124,298

Rank Differentials: (All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is 12.5%)
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 year and 9.15% increase at 3 year

City of Austin Fire Pay Schedule 5.5% Increase Effective 01/07/07

53 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIREFIGHTER	HR	16,442	16,642	16,842	16,976	17,096	17,204	17,307	17,404	17,502	17,602	17,702	17,802	17,902
14050	MO	16,455	16,655	16,855	16,989	17,109	17,217	17,320	17,417	17,515	17,615	17,715	17,815	17,915
F02	YR	16,667	16,867	17,067	17,201	17,321	17,429	17,532	17,629	17,727	17,827	17,927	18,027	18,127
FIRE SPECIALIST	HR			19,751	19,873	19,991	20,104	20,217	20,325	20,433	20,541	20,649	20,757	20,865
14025	MO			19,764	19,886	19,999	20,112	20,225	20,333	20,441	20,549	20,657	20,765	20,873
F06	YR			20,003	20,125	20,243	20,356	20,469	20,577	20,685	20,793	20,901	21,009	21,117
FIRE LIEUTENANT	HR				23,312	23,330	23,348	23,366	23,384	23,402	23,420	23,438	23,456	23,474
14020	MO				23,325	23,343	23,361	23,379	23,397	23,415	23,433	23,451	23,469	23,487
F08	YR				23,551	23,569	23,587	23,605	23,623	23,641	23,659	23,677	23,695	23,713
FIRE CAPTAIN	HR					26,451	26,476	26,495	26,511	26,527	26,543	26,559	26,575	26,591
13965	MO					26,464	26,489	26,508	26,524	26,540	26,556	26,572	26,588	26,604
F09	YR					26,701	26,726	26,745	26,761	26,777	26,793	26,809	26,825	26,841
FIRE BATTALION CHIEF	HR							28,867	28,922	28,977	29,032	29,087	29,142	29,197
13965	MO							28,880	28,935	28,990	29,045	29,100	29,155	29,210
F10	YR							29,115	29,170	29,225	29,280	29,335	29,390	29,445
FIRE DIVISION CHIEF	HR								31,166	31,235	31,304	31,373	31,442	31,511
14015	MO								31,179	31,248	31,317	31,386	31,455	31,524
F11	YR								31,404	31,473	31,542	31,611	31,680	31,749
FIRE ASSISTANT CHIEF	HR									35,893	35,928	35,963	35,998	36,033
10935	MO									35,906	35,941	35,976	36,011	36,046
F12	YR									36,125	36,160	36,195	36,230	36,265

NOTES MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIREFIGHTER	HR	23,292	23,310	23,482	23,499	23,517	23,744	23,761	23,779	23,936	23,955	24,112	24,130	24,147
14050	MO	23,305	23,323	23,495	23,512	23,530	23,757	23,774	23,792	23,949	23,968	24,125	24,143	24,160
F02	YR	23,517	23,535	23,707	23,724	23,742	23,969	23,986	24,004	24,161	24,180	24,337	24,355	24,372
FIRE SPECIALIST	HR	25,137	25,155	25,423	25,437	25,454	25,778	25,796	25,813	26,064	26,082	26,333	26,351	26,368
14025	MO	25,150	25,168	25,436	25,450	25,467	25,791	25,809	25,826	26,077	26,095	26,346	26,364	26,381
F06	YR	25,379	25,397	25,665	25,679	25,696	26,020	26,038	26,055	26,306	26,324	26,575	26,593	26,610
FIRE LIEUTENANT	HR	27,130	27,148	27,512	27,530	27,547	27,975	27,993	28,010	28,351	28,369	28,710	28,728	28,745
14020	MO	27,143	27,161	27,525	27,543	27,560	27,988	27,996	28,013	28,354	28,372	28,713	28,731	28,748
F08	YR	27,371	27,389	27,657	27,675	27,692	28,120	28,138	28,155	28,496	28,514	28,855	28,873	28,890
FIRE CAPTAIN	HR	29,282	29,300	29,772	29,790	29,807	30,348	30,366	30,383	30,924	30,942	31,483	31,501	31,518
13965	MO	29,295	29,313	29,785	29,803	29,820	30,361	30,379	30,396	30,937	30,955	31,296	31,314	31,331
F09	YR	29,527	29,545	30,017	30,035	30,052	30,593	30,611	30,628	31,169	31,187	31,528	31,546	31,563
FIRE BATTALION CHIEF	HR	31,688	31,715	32,318	32,336	32,353	33,032	33,049	33,066	33,745	33,763	34,442	34,460	34,477
13965	MO	31,701	31,728	32,331	32,349	32,366	33,045	33,062	33,079	33,758	33,776	34,117	34,135	34,152
F10	YR	31,920	31,948	32,420	32,438	32,455	33,134	33,152	33,169	33,848	33,866	34,207	34,225	34,242
FIRE DIVISION CHIEF	HR	34,431	34,449	34,775	34,793	34,811	35,025	35,043	35,061	35,380	35,398	35,717	35,735	35,753
14015	MO	34,444	34,462	34,788	34,806	34,824	35,038	35,056	35,074	35,393	35,411	35,730	35,748	35,766
F11	YR	34,663	34,691	35,017	35,035	35,053	35,267	35,285	35,303	35,622	35,640	35,959	35,977	35,995
FIRE ASSISTANT CHIEF	HR									35,893	35,928	35,963	35,998	36,033
10935	MO									35,906	35,941	35,976	36,011	36,046
F12	YR									36,125	36,160	36,195	36,230	36,265

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is 12.8%

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

City of Austin Fire Pay Schedule

5.5% Increase Effective 10/28/07

40 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIREFIGHTER 14050	HR	21,641	23,542	25,566	27,924	27,947	27,971	28,385	29,404	29,437	30,917	30,940	30,963	32,520
	MO	3,751	4,081	4,431	4,843	4,844	4,845	5,043	5,297	5,301	5,359	5,363	5,367	5,637
	YR	45,014	48,995	53,177	58,083	58,131	58,179	61,121	61,169	61,217	64,308	64,356	64,404	67,542
FIRE SPECIALIST 14025	HR			27,607	30,159	30,176	30,199	31,725	31,748	31,771	33,374	33,397	33,420	35,099
	MO			4,785	5,226	5,230	5,234	5,499	5,503	5,507	5,785	5,789	5,793	6,084
	YR			57,424	62,718	62,766	62,814	65,988	66,036	66,084	69,418	69,466	69,514	73,007
FIRE LIEUTENANT 14020	HR					32,583	32,606	34,252	34,275	34,298	36,027	36,050	36,074	37,885
	MO					5,548	5,552	5,937	5,941	5,945	6,245	6,249	6,253	6,587
	YR					67,772	67,820	71,244	71,292	71,340	74,937	74,985	75,033	78,801
FIRE CAPTAIN 13945	HR							36,981	37,004	37,027	38,833	38,856	38,879	40,894
	MO							6,410	6,414	6,418	6,741	6,745	6,749	7,088
	YR							76,921	76,969	77,017	80,607	80,645	80,683	85,059
FIRE BATTALION CHIEF 13985	HR										40,343	42,375	42,398	44,549
	MO										6,933	7,345	7,349	7,722
	YR										83,613	88,139	88,187	92,663
FIRE DIVISION CHIEF 14015	HR									43,656	45,748	45,771	45,794	48,091
	MO									7,550	7,930	7,934	7,938	8,336
	YR									90,566	95,155	95,204	95,252	100,030
FIRE ASSISTANT CHIEF 14035	HR													
	MO													
	YR													

NOTES

MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIREFIGHTER 14050	HR	32,543	32,566	34,204	34,227	34,250	35,364	35,957	36,010	37,810	37,854	37,857	37,880	37,903
	MO	5,641	5,645	5,929	5,933	5,937	6,234	6,238	6,242	6,594	6,598	6,599	6,599	6,570
	YR	67,690	67,738	71,144	71,192	71,240	74,805	74,853	74,901	78,646	78,694	78,742	78,790	78,838
FIRE SPECIALIST 14025	HR	35,122	35,146	36,012	36,935	36,958	38,808	38,831	38,854	40,797	40,820	40,843	40,866	40,889
	MO	6,088	6,092	6,398	6,402	6,406	6,727	6,731	6,735	7,071	7,075	7,079	7,083	7,257
	YR	73,053	73,103	76,779	76,828	76,874	80,720	80,768	80,816	84,857	84,905	84,953	85,001	85,049
FIRE LIEUTENANT 14020	HR	37,908	37,931	39,838	39,861	39,884	41,879	41,902	41,925	44,021	44,045	44,068	44,091	44,114
	MO	6,571	6,575	6,905	6,909	6,913	7,259	7,263	7,267	7,630	7,634	7,638	7,642	7,646
	YR	78,849	78,897	82,862	82,910	82,958	87,109	87,156	87,204	91,566	91,613	91,661	91,709	91,757
FIRE CAPTAIN 13995	HR	40,917	40,940	42,997	43,020	43,043	45,198	45,219	45,242	47,504	47,528	47,551	47,574	47,597
	MO	7,392	7,396	7,453	7,457	7,461	7,834	7,838	7,842	8,234	8,238	8,242	8,246	8,250
	YR	85,107	85,155	89,434	89,482	89,530	94,003	94,056	94,104	98,909	98,957	98,995	99,033	99,071
FIRE BATTALION CHIEF 13985	HR	44,572	44,596	46,835	46,859	46,882	49,226	49,250	49,273	51,735	51,759	51,782	51,805	51,829
	MO	7,726	7,730	8,118	8,122	8,126	8,533	8,537	8,541	8,969	8,972	8,976	8,980	8,984
	YR	92,711	92,759	97,416	97,466	97,514	102,391	102,439	102,487	107,611	107,659	107,707	107,755	107,803
FIRE DIVISION CHIEF 14015	HR	48,114	48,137	50,555	50,578	50,601	53,131	53,154	53,177	55,836	55,859	55,883	55,906	55,929
	MO	8,349	8,344	8,763	8,767	8,771	9,208	9,213	9,217	9,678	9,682	9,686	9,690	9,694
	YR	109,079	109,126	115,154	115,202	115,250	120,513	120,561	120,609	126,140	126,188	126,236	126,284	126,332
FIRE ASSISTANT CHIEF 12935	HR						59,879	59,902	59,925	62,921	62,944	62,969	62,991	63,014
	MO						10,379	10,383	10,387	10,999	10,990	10,994	10,998	10,992
	YR						124,548	124,596	124,644	130,876	130,924	130,972	131,020	131,068

Rank Differentials: All rank differentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is 12.8%.

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

City of Austin Fire Pay Schedule 5.5% Increase Effective 10/28/07

53 Hour Week (With Longevity)

	GRADE PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 12
FIREFIGHTER 14050 F02	HR MO YR	16,333 17,751 45,314	17,766 4,091 48,968	19,295 4,431 53,177	21,075 4,840 58,063	21,092 4,844 58,131	21,110 4,848 58,179	22,178 5,093 61,121	22,195 5,097 61,169	22,212 5,101 61,217	23,334 5,359 64,308	23,351 5,363 64,356	23,369 5,367 64,404	24,543 5,637 67,642
FIRE SPECIAL ST 14025 F06	HR MO YR			20,836 4,785 57,424	22,757 5,226 62,718	22,774 5,230 62,766	22,792 5,234 62,814	23,943 5,499 65,908	23,961 5,503 66,036	23,978 5,507 66,084	25,188 5,725 69,418	25,205 5,729 69,466	25,223 5,733 69,514	26,490 6,084 73,007
FIRE LIEUTENANT 14020 F08	HR MO YR					24,581 5,648 67,772	24,608 5,652 67,820	25,851 5,937 71,244	25,868 5,941 71,292	25,885 5,945 71,340	27,191 6,245 74,637	27,208 6,249 74,685	27,225 6,253 74,733	28,593 6,567 78,801
FIRE CAPTAIN 13995 F09	HR MO YR							27,910 6,410 76,921	27,928 6,414 76,969	27,945 6,418 77,017	29,352 6,741 80,897	29,371 6,745 80,945	29,388 6,749 80,993	30,863 7,088 85,059
FIRE BATTALION CHIEF 13985 F10	HR MO YR									30,445 6,913 83,517	31,861 7,345 88,135	31,868 7,349 88,183	32,016 7,353 88,235	33,622 7,722 92,603
FIRE DIVISION CHIEF 14015 F11	HR MO YR									32,872 7,552 90,598	34,527 7,932 95,106	34,544 7,936 95,154	34,562 7,938 95,202	36,295 8,336 100,030
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR													

NOTES MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

	GRADE PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 25
FIREFIGHTER 14050 F02	HR MO YR	24,561 5,641 67,690	24,578 5,645 67,738	25,814 5,929 71,144	25,832 5,933 71,192	25,849 5,937 71,240	27,143 6,234 74,605	27,160 6,238 74,653	27,177 6,242 74,701	28,536 6,554 78,046	28,554 6,558 78,094	28,571 6,562 78,142	28,588 6,566 78,190	28,606 6,570 78,238
FIRE SPECIALIST 14025 F06	HR MO YR	26,508 6,088 73,355	26,525 6,092 73,403	27,858 6,358 76,778	27,878 6,402 76,826	27,893 6,406 76,874	29,289 6,727 80,720	29,306 6,731 80,768	29,324 6,735 80,816	30,790 7,071 84,857	30,807 7,075 84,905	30,825 7,079 84,953	30,842 7,083 85,001	30,860 7,087 85,049
FIRE LIEUTENANT 14020 F08	HR MO YR	28,610 6,571 78,849	28,627 6,575 78,897	30,066 6,805 82,862	30,084 6,809 82,910	30,101 6,813 82,958	31,607 7,259 87,128	31,624 7,263 87,176	31,642 7,267 87,224	33,224 7,634 91,585	33,241 7,638 91,633	33,259 7,642 91,681	33,276 7,646 91,729	33,293 7,648 91,777
FIRE CAPTAIN 13995 F09	HR MO YR	30,881 7,037 80,107	30,898 7,096 80,155	32,450 7,453 89,434	32,468 7,457 89,482	32,485 7,461 89,530	34,110 7,834 94,008	34,128 7,838 94,056	34,145 7,842 94,104	35,852 8,234 98,909	35,870 8,238 98,957	35,887 8,242 98,995	35,905 8,246 99,033	35,922 8,250 99,071
FIRE BATTALION CHIEF 13985 F10	HR MO YR	33,640 7,726 92,711	33,657 7,730 92,759	35,348 8,118 97,418	35,365 8,122 97,466	35,382 8,126 97,514	37,152 8,533 102,231	37,169 8,537 102,279	37,186 8,541 102,327	39,046 8,958 107,611	39,064 8,962 107,659	39,081 8,966 107,707	39,098 8,970 107,755	39,116 8,984 107,803
FIRE DIVISION CHIEF 14015 F11	HR MO YR	36,313 8,340 103,078	36,330 8,344 103,125	38,154 8,763 105,154	38,172 8,767 105,202	38,189 8,771 105,250	40,089 9,209 110,513	40,117 9,213 110,561	40,134 9,217 110,609	42,141 9,678 116,140	42,158 9,682 116,188	42,175 9,686 116,236	42,193 9,690 116,284	42,210 9,694 116,332
FIRE ASSISTANT CHIEF 10935 F12	HR MO YR													

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