

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF AUSTIN**  
**AND**  
**THE AUSTIN-TRAVIS COUNTY**  
**EMS EMPLOYEES ASSOCIATION**

**EFFECTIVE \_\_\_\_\_**

## **TABLE OF CONTENTS**

<b>Article 1 – Preamble .....</b>	<b>1</b>
<b>Article 2 – Definitions .....</b>	<b>1</b>
<b>Article 3 – Recognition .....</b>	<b>3</b>
<b>Article 4 – Non-Discrimination.....</b>	<b>3</b>
<b>Article 5 – Union Dues Check Off .....</b>	<b>3</b>
<b>Article 6 – Wages and Benefits .....</b>	<b>4</b>
<b>Article 7 – Overtime, On-Call and Call Back.....</b>	<b>8</b>
<b>Article 8 – Special Leave .....</b>	<b>8</b>
<b>Article 9 – Holidays, Vacation and Sick Leave .....</b>	<b>9</b>
<b>Article 10 – Association Business Leave .....</b>	<b>10</b>
<b>Article 11 - Shared Communications between the City &amp; Association.....</b>	<b>12</b>
<b>Article 12 – Promotions .....</b>	<b>14</b>
<b>Article 13 – Hiring Process.....</b>	<b>40</b>
<b>Article 14 – Drug Testing .....</b>	<b>44</b>
<b>Article 15 – Protected Rights of Uniformed Staff .....</b>	<b>47</b>
<b>Article 16 – Disciplinary Actions and Appeals.....</b>	<b>51</b>
<b>Article 17 – Savings Clause .....</b>	<b>56</b>
<b>Article 18 – Significant Schedule Changes .....</b>	<b>56</b>
<b>Article 19 - Agreement Grievance Procedure .....</b>	<b>58</b>
<b>Article 20 –Management Rights .....</b>	<b>60</b>
<b>Article 21 – Work Furloughs .....</b>	<b>61</b>
<b>Article 22 – Consolidation or Merger with Other Entities .....</b>	<b>61</b>

<b>Article 23 – Term of Agreement .....</b>	<b>61</b>
<b>Article 24 – Notices .....</b>	<b>62</b>
<b>Article 25 – Pre-emption of Civil Service and Other Provisions .....</b>	<b>63</b>

## **ARTICLE 1 PREAMBLE**

### **Section 1. Date of Agreement**

This Agreement made, entered into, and first effective this 16th day of September 2018 (unless specific provisions or Exhibit terms set forth a later effective date) by and between the City of Austin, Texas, hereinafter referred to as the "CITY," and the Austin-Travis County EMS Employees' Association, hereinafter referred to as the "ASSOCIATION," and its terms shall be effective only until the expiration date of the Agreement, or as stipulated in this Agreement.

### **Section 2. Purpose of Agreement**

WHEREAS, the CITY has voluntarily endorsed the practices and procedures of the statutory meet and confer process as an orderly way of conducting its relations with its EMS Uniformed Staff, insofar as such practices and procedures are appropriate to the functions and obligations of the CITY to retain the rights to operate the CITY government effectively in a responsible and efficient manner; and

WHEREAS, the ASSOCIATION has pledged to support the service and mission of the Austin-Travis County EMS Department and to abide by the statutorily imposed no strike or work slowdown obligations placed upon it; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties mutually agree as follows:

## **ARTICLE 2 DEFINITIONS**

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

1. "Agreement" means this Meet and Confer Agreement between the City of Austin and the Austin-Travis County EMS Employees Association.
2. "ASSOCIATION" means the Austin-Travis County EMS Employees Association, and its uniformed staff and agents authorized to act on its behalf.
3. "Chapter 142" means Chapter 142 of the Texas Local Government Code.
4. "Chief" means the Director of Austin-Travis County Emergency Medical Services Department, any Acting Director of the Department and any designee of the Director or Acting Director.

5. "Days" means calendar days unless a provision specifies otherwise.
6. "Uniformed Staff" means a member of the bargaining unit represented by the ASSOCIATION, i.e., an employee of the Department who was appointed in substantial compliance with Chapter 143 or who is entitled to civil service status under Chapter 143.005, excluding the Head of the Department and persons appointed to the position in the classification immediately below that of the Head of the Department. The term also excludes civilian employees, retirees, and any other employees specifically exempted by the terms of this Agreement. Probationary employees are excluded from the coverage of Article 16 and cannot file grievances pursuant to Article 19 regarding disciplinary actions.
- The term applies only to employees:
- a) Employed in the Department as "Emergency Medical Services Personnel" as defined by Texas Health and Safety Code, Chapter 773; and
  - b) Whose position requires substantial knowledge of "Emergency Prehospital Care" as defined by Texas Health and Safety Code, Chapter 773.
7. "Department" means the Austin-Travis County EMS Department and its employees, agents, managers, and others authorized to act on the CITY'S behalf. Nothing in this Agreement shall preclude the City from changing the name of the Department during the life of this Agreement. Such name change will not change the terms of this Agreement.
8. "CITY" means the City of Austin, Texas and its agents, managers, and others authorized to act on the CITY'S behalf.
9. "HRD" means the City of Austin's Human Resources Department.
10. "Meet and Confer Statute" means Subchapter D of Chapter 142 of the Texas Local Government Code, Sections 142.151-142.163.
11. "Chapter 143" means Chapter 143 of the Texas Local Government Code.
12. "Authorized ASSOCIATION Representative" means a representative of the ASSOCIATION authorized by the ASSOCIATION's executive board to conduct business on behalf of the ASSOCIATION.
13. "Civil Service Commission" means the three (3) member Civil Service Commission appointed by the City Manager, pursuant to Section 143.006 of the Texas Local Government Code.
14. "Business Day" means a day on which the City conducts normal business. In addition, the day of the act, benefit or default after which a period of time begins to run is not included. The last day of the period is included unless it is a weekend or City observed holiday.

### **ARTICLE 3 RECOGNITION**

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all Uniformed Staff, as defined in Article 2 of this Agreement.

### **ARTICLE 4 NON-DISCRIMINATION**

#### **Section 1. Discrimination Prohibited**

Neither the CITY nor the ASSOCIATION shall discriminate with regard to the implementation of any term or condition of this Agreement, against any Uniformed Staff covered by this Agreement in a manner that would violate any applicable federal or state law or any CITY ordinances prohibiting discrimination on the basis of race, creed, color, national origin, religion, age, sex, sexual orientation, or disability.

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

a) Neither the CITY nor the ASSOCIATION shall interfere with the right of Uniformed Staff covered by this Agreement to become or not become members of the ASSOCIATION, and there shall be no discrimination or retaliation against such Uniformed Staff because of lawful ASSOCIATION membership or non-membership activity or status.

b) The CITY will not retaliate against Uniformed Staff for seeking ASSOCIATION assistance with regard to employment matters, nor will it take actions to discourage them from doing so. The parties agree that this subsection does not provide the basis for a dispute, claim or complaint under Article 19 of this Agreement unless there is a pattern of retaliation that has not been appropriately addressed by management.

#### **Section 3. Association Fair Representation**

The ASSOCIATION recognizes its responsibility as the exclusive representative under the meet and confer statute and agrees to fairly represent all Uniformed Staff in the Department covered by this Agreement.

### **ARTICLE 5 UNION DUES CHECK OFF**

#### **Section 1. Payroll Deductions and Union Dues**

Upon receipt of a signed authorization from a Uniformed Staff member on a form supplied by the CITY, the City will deduct the dues and assessments that existed on the date of this Agreement, including but not necessarily limited to: ATCEMSEA dues, ATCEMSEA PAC, Austin Paramedics Relief and Community Outreach Fund, Combined Law Enforcement Associations of Texas dues, and at the request of the ASSOCIATION,

two (2) additional payroll slots so long as such slots do not conflict with a CITY program or objective as determined by the CITY (e.g. health or disability insurance). Uniformed Staff who are already having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form. The dues deductions shall be remitted promptly to the treasurer of the ASSOCIATION. The ASSOCIATION agrees to defray the actual cost of making such deductions not to exceed the per deduction amount paid by other employee associations. The CITY agrees to provide a list of those members for whom deductions are made each month. The ASSOCIATION may change the amount of the deduction for those employees who have authorized payroll deductions by providing the CITY with a letter, at least thirty (30) calendar days in advance of the change, from the ASSOCIATION President advising the CITY that the amount has changed pursuant to the requirements of the ASSOCIATION's Constitution and Bylaws. The ASSOCIATION will promptly refund to the CITY any amount paid to the ASSOCIATION in error on account of this dues deduction provision. Additional assessments may be deducted by mutual agreement of the parties.

## **Section 2. Other Payroll Deductions**

The CITY agrees that it will not authorize payroll deduction of dues or fees for any organization that purports to represent Austin Uniformed Staff in employment matters, legal matters, or political matters that is not currently authorized to have payroll deduction of dues. This requirement shall not apply to organizations specifically listed in this Article or organizations that enjoyed dues check off as of the date the Austin City Council recognized the ATCEMSEA as the sole and exclusive bargaining representative of Uniformed Staff in the Department, including the Austin-Travis County EMS Employee Association and the Combined Law Enforcement Associations of Texas.

## **ARTICLE 6 WAGES AND BENEFITS**

### **Section 1. Base Wages**

#### **a) For Fiscal Year 2018-2019**

Effective with the first full pay period beginning after October 1, 2018, the pay scale attached as Appendix A-1 shall apply to all Uniformed Staff covered by this Agreement. The pay scale reflects a 2.0% increase to the FY 2016-2017 pay scale.

#### **b) For Fiscal Year 2019-2020**

Effective with the pay period beginning September 15, 2019, the pay scale attached hereto as Appendix B-1 shall apply to all Uniformed Staff covered by this Agreement. This pay scale reflects an adjustment to the step increases for certain portions of the pay scale. Effective with the pay period beginning September 29, 2019, the pay scale attached hereto as Appendix B-2 shall apply to all Uniformed Staff covered by this Agreement. This pay scale reflects a 2.0% increase to base wages.

**c) For Fiscal Year 2020-2021**

Effective with the first pay period of Fiscal Year 2020-2021, the pay scale attached hereto as Appendix C-1 shall apply to all Uniformed Staff covered by this Agreement. The pay scale reflects a 2.0% increase to base wages.

**d) For Fiscal Year 2021-2022**

Effective with the first pay period of Fiscal Year 2021-2022 the pay scale attached hereto as Appendix D-1 shall apply to all Uniformed Staff under this Agreement regularly assigned to a 24/72 schedule.

Effective with the first full pay period after April 1, 2022 the pay scale attached hereto as Appendix D-2 shall apply to all Uniformed Staff covered by this Agreement. The pay scale in Appendix reflects a 1% increase to base wages.

**e) Step Placement**

Uniformed Staff members shall be placed in the step plan based on the most recent date of hire with the Department subject to any subsequent break in service.

For employees who left the Department to work with the STARFlight program in Travis County and subsequently returned to work for the Department as of August 30, 2013, their tenure for purposes of step placement and longevity will be their initial hire date with the Department.

**f) When Base Wages Exceed Step Placement**

It is understood that during each fiscal year, the base wages for some employees may be in excess of the step in which they are placed and they will not receive an increase under the step plan. Uniformed Staff members whose base wages are in excess of their step at the beginning of each fiscal year will not receive a step increase, but will receive the base wage increases at the same percentage rate as other employees under this Agreement.

This Section shall continue in effect after the expiration of this Agreement for a period of two (2) years, should another meet and confer agreement not be in effect between the parties.

**g) Step Placement Adjustment**

If the parties agree that an employee has been placed into the wrong step, the placement will be adjusted by the CITY. Such adjustment shall not be subject to a grievance, arbitration or district court adjudication.

**Section 2. Education Incentive Pay:**

a) A Uniformed Staff member shall be entitled to Education pay, at only the highest qualifying rate, as follows:



For the Fiscal Years 2018-2019, 2019- 2020, and 2020-2021

Bachelor's Degree:	\$ 150 per month
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Master's Degree:	\$ 200 per month
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For the Fiscal Years 2021-2022

Bachelor's Degree:	\$ 220 per month
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Master's Degree:	\$ 300 per month
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b) Education pay shall only be payable for degrees from a school or institution that is an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities.

### **Section 3. Special Operations Qualified Pay**

A Special Operations Qualified Uniformed Staff member who is assigned to the Special Operations Program, based on criteria established by the Chief, shall be paid at the effective rate of \$175 per month. A Special Operations Qualified employee may only receive one Special Operations pay.

### **Section 4. Communications ACS Pay**

An Aeromedical Communications Specialist (ACS) Qualified Uniformed Staff member who is assigned to the ACS Program, based on criteria established by the Chief, shall be paid at the effective rate of \$150 per month.

### **Section 5. Bilingual Pay**

Bilingual pay will be paid at the rate of one hundred and seventy-five (\$175) per month for Uniformed Staff members certified under standards established by the Chief.

### **Section 6. Service Incentive Pay**

Uniformed Staff members will be entitled to Service Incentive Pay, calculated in the same manner as for all non-public safety employees. Uniformed Staff members shall be entitled to Service Incentive Pay as provided in this Article and as provided for and defined by City of Austin policy as of the effective date of this Agreement.

### **Section 7. Shift Differential and Incentive Pay.**

For FY 2018-2019, 2019-2020, and 2020-2021, the following Shift Incentive Pay shall apply:

Shift Incentive Pay may be available for Uniformed Staff members covered by this Agreement who qualify for the pay on the same terms and conditions applicable for non-public safety employees of the CITY.

For FY 2021- 2022 the following Shift Differential shall apply instead of Shift Incentive Pay:

Uniformed Staff assigned 12-hour shifts will receive shift differential pay in the amount of \$100.00 per month whenever the majority of their assigned shift falls between 4:00 p.m. and 6:00 a.m.

Uniformed Staff assigned a 12-hour shift schedule will receive \$100.00 per month for their assigned 12-hour shift.

Uniformed Staff who are assigned to a shift which qualifies for both Shift Differentials are able to receive both differential pays.

#### **Section 8. Field Training Officer Pay**

Field training officer (FTO) pay shall be paid at the effective rate of one hundred and seventy five (\$175.00) per month to each Uniformed Staff member assigned in the FTO program, based on criteria established by the Chief. This payment shall not be made to Uniformed Staff assigned to the Training Division, or to the FTO Program Coordinator.

#### **Section 9. Paramedic Certification Incentive**

Beginning with FY 2021-2022, employees at the rank of Medic who hold a current EMT-Paramedic certification shall be paid at the effective rate of two hundred dollars (\$200.00) per month.

#### **Section 10. Monthly Paid Compensation**

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

#### **Section 11. Assistant Chiefs**

The Chief has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget. The Chief may designate one Assistant Chief as the Executive Assistant or Chief of Staff, who may receive an additional stipend for Chief of Staff pay. Additional performance pay may be awarded in the Chief's discretion.

#### **Section 12. Preemption**

Pay provisions in this Article shall not be changed during the term of this Agreement, and shall totally preempt any contrary provisions in Chapters 141, 142, and 143 of the Local Government Code.

## **ARTICLE 7 OVERTIME, ON-CALL, AND CALL BACK**

### **Section 1. Overtime Pay.**

For purposes of computing overtime, all approved paid leave time, other than sick, vacation, and military leave, shall be calculated as hours worked.

### **Section 2. On-Call Pay**

a) A Uniformed Staff member is considered "on-call" when he or she is required by the Department to be available to work all or part of a shift outside of his or her regular work schedule, regardless of whether the Uniformed Staff member actually reports to duty.

b) The CITY shall pay \$2.00 per hour for a Uniformed Staff member who is on the "on call" list.

### **Section 3. Call-Back Pay**

If a Uniformed Staff member is required to report to duty during a regularly scheduled on-call shift, or from the Accumulative List, the Uniform Staff member shall receive compensation that is equal to time and one half of the Uniformed Staff member's regular rate of pay. Uniformed Staff shall be paid for a minimum of two (2) hours of call-back pay regardless of actual hours worked.

### **Section 4. Court Pay**

A Uniformed Staff member who is required to spend off-duty time in court on behalf of the City, or who in response to a subpoena or court notice, spends off-duty time in court as a direct result of being employed by the City will be paid for all such hours worked.

## **ARTICLE 8 SPECIAL LEAVE**

### **Section 1. Emergency Leave**

Each Uniformed Staff may utilize up to three days of paid emergency leave for a death in the immediate family as defined in the City of Austin Personnel Policies. For purposes of this Article, a day means 12 hours.

### **Section 2. Sick Leave Donation**

If an employee is in danger of having used all accrued time (vacation, sick, etc.) due to a serious illness or injury, as defined by the FMLA, other employees may voluntarily donate up to forty-eight (48) hours of vacation or sick leave to the ill or injured employee to

avoid loss of pay. No Uniformed Staff shall be permitted to bank more than four hundred and eighty (480) hours of such donated leave for each FMLA qualifying event in accordance with FMLA regulations. Donated leave may only be used for the Uniformed Staff to whom the leave was donated. In the event that all of the donated leave time is not used, the CITY shall redistribute hours that are unused to the donating employees' leave accounts on a prorated basis from the leave account(s) from which they were donated. If the total number of eligible donating employees exceeds the total number of hours of unused donated leave, no leave is restored. The number of hours restored to a donating employee will never result in the donating employee having leave accrued above the maximum allowed. Unused donated leave is not restored to a donating employee who retires from City service, dies, or otherwise separates from City service before the date the unused leave can be restored.

### **Section 3. Separation Pay for Sick Leave Hours**

- a) Separation pay for accrued sick leave will be paid only to Uniformed Staff with at least twelve (12) years of actual service who separate in good standing. No more than 360 hours accrued prior to October 1, 2013 are eligible for payment of accrued sick leave on separation.
- b) The maximum accrued sick leave payable on separation will be 90 days (1080 hours).

## **ARTICLE 9 HOLIDAYS, VACATION AND SICK LEAVE**

### **Holiday Pay**

All Uniformed Staff shall receive exception vacation, personal holiday time, and December 25 Holiday pay as provided by CITY policy on the effective date of this Agreement.

### **Section 2. Vacation Accrual Rate**

All Uniformed Staff shall accrue regular vacation leave at the rate of 7.5 hours for each of the twenty-four (24) annual pay periods.

### **Section 3. Accrual Caps and Separation Pay for Vacation and Exception Vacation**

- a) Vacation Accrual Caps

All Uniformed Staff may accrue up to four hundred and forty-five (445) hours of vacation.

- b) Exception Vacation Accrual Caps

All Uniformed Staff may accrue up to two hundred and six (206) hours of exception vacation.

c) **Vacation Separation Pay**

The maximum hours of vacation payable upon separation for a Uniformed Staff member shall be two hundred and forty (240).

d) **Exception Vacation Separation Pay**

The maximum hours of exception vacation payable upon separation for Uniformed Staff shall be one hundred and sixty (160).

e) Throughout the life of this Agreement, there shall be no payment of money for any hours of vacation or exception vacation above the cap.

**Section 4. Utilization of Additional Hours of Regular Vacation Benefit Time**

Uniformed Staff who take 12 hours or more of regular vacation during any week in which there is built in overtime, may utilize additional hours of regular vacation benefit time, up to 4 hours to offset loss of premium wages that are part of their normal work week as outlined in Department Policy

**Section 5. Sick Leave Accrual Rate**

Uniformed Staff shall accrue sick leave at the rate of 7.16 hours for each pay period in which benefits accrue.

**Section 6. Changes in work week.**

The accrual rates and caps for vacation and sick leave as listed in Sections 1-5 above are for a Uniformed Staff member assigned to a forty-two (42) hour work week. If the assigned work week for the Uniformed Staff member changes, such rates and caps shall be pro-rated accordingly. In no case will such pro-rata changes reduce the monetary value of previously accrued leave. Nothing in this Section will be interpreted to prejudice the rights or position of either party with regard to grievances filed under prior Agreements. Prior to such change notice shall be given to any affected employee.

**ARTICLE 10  
ASSOCIATION BUSINESS LEAVE**

**Section 1. Use of Association Business Leave**

a) The ASSOCIATION President may use up to 2184 hours of Association Business Leave (ABL) per year. The ASSOCIATION President shall complete the field work and continuing education required to maintain an active licensed and credentialed status. The Chief may permit other ASSOCIATION members to use ABL to conduct ASSOCIATION business under the conditions specified in this Article.

b) The use of ABL is productive time.

c) The ASSOCIATION President will not be placed on the On-Call List or Overtime List, nor be required to work unscheduled overtime, unless there is an emergency as determined by the Chief.

## **Section 2. Requests for Leave**

Additional requests for ABL must be made in writing by the ASSOCIATION President and submitted to the Chief, or designee, at least fourteen (14) calendar days in advance of the date of the requested leave. Leave shall not be unreasonably withheld. The Chief, or designee, at his discretion, may approve a late request for leave if he determines that circumstances warrant approval. All requests are subject to approval of the Chief, or designee, who will designate the amount of leave granted. To be considered timely, the request must be received in person or by email by noon of the day notice is due.

## **Section 3. Permitted Use of ABL**

ABL may be used for activities that directly support the mission of the Department or the ASSOCIATION, and do not otherwise violate the specific terms of this Article. ASSOCIATION business is defined as time spent in Meet and Confer negotiations, adjusting grievances or in dispute resolution process, attending the annual CLEAT conference, ASSOCIATION Board meetings, ASSOCIATION business meetings, Austin City Council and Travis County Commissioner's Court meetings, representation of membership during disciplinary interviews, and attending disciplinary proceedings. It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless they relate to wages, rates of pay, hours of employment, conditions of work, or safety issues affecting the members of the bargaining unit. At the local level, use of ABL for legislative and/or political activities shall be limited to raising concerns regarding employee safety. ABL shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. ABL shall not be utilized for legislative and/or political activities that are sponsored or supported by the ASSOCIATION'S Political Action Committee(s). ABL shall not be utilized for legislative and/or political activities at the local, state, or national level that are contrary to the CITY'S adopted legislative program.

## **Section 4. Funding of the Association Business Leave Pool**

a) Manner of Funding. On or before September 16, 2018, the CITY will contribute 4015 hours to the pool and will contribute the same amount each calendar year during the term of this Agreement. This amount is for the use of the ASSOCIATION President and all ASSOCIATION members. The CITY and the ASSOCIATION will track deductions from the pool as Association Business Leave is granted.

b) Administration of Pool. Hours unused upon expiration of this Agreement will remain in the pool until the earlier of the date a successor agreement is reached or twelve (12) months after expiration of this agreement. Hours of leave in the pool shall never have any cash or surrender value. All hours in the pool must be used in accordance with this Article. Administrative procedures and details regarding the implementation of this Article shall be specified in Department policy.

## **ARTICLE 11**

### **SHARED COMMUNICATIONS BETWEEN THE CITY & ASSOCIATION**

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

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

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

a) **Avoidance of Personal Attacks.**

Whenever Austin-Travis County EMS management or the ASSOCIATION finds it desirable to communicate with members of the Department or the public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

b) **Co-sponsored events.**

It is a goal of shared communications that Austin-Travis County EMS management and the ASSOCIATION will identify and participate in co-sponsored events.

#### **Section 3. Shared Communications Systems**

a) **ASSOCIATION Bulletin Boards.**

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

- (1) There shall be no personal attacks or inflammatory statements;
- (2) All materials shall be directed toward dissemination of general ASSOCIATION information and advising members of events, meeting, and functions;
- (3) Department property is for public business only, and is not dedicated or made available for expressing or debating views or issues, or for any type of political campaign or election information or endorsements (this limitation does not apply to elections for ASSOCIATION officers, provided that only brief notices naming the individual rank, years of service and ASSOCIATION office sought shall be permitted);
- (4) Any concerns about the content of posted material shall be brought to the attention of the ASSOCIATION President or designee for review and adjustment as soon as the concerns are noticed. The objectionable material shall be removed from the bulletin board until final determination. An ASSOCIATION notice may include a

simple reference to another source for further information such as "See ATCEMSEA Web Page, etc."; and

(5) The Chief retains the final decision as to whether ASSOCIATION materials may be posted on bulletin boards. At no time shall the bulletin boards contain political endorsement, whether at the local, state or federal level.

**b) ASSOCIATION Use of Department Computers and Printers**

With approval of the Chief, or designee, the ASSOCIATION may be granted approval to use Department computers and email for rapid dissemination of information. Use of the Department's computers to disseminate information without prior approval shall be limited to the President, Vice President and Secretary of the ASSOCIATION, on the following categories:

- (1) Items approved by the Executive Board and certified by the Board as in compliance with the provisions of this Article;
- (2) Dissemination of ASSOCIATION meeting agendas;
- (3) Special notices of ASSOCIATION events, activities, member opportunities, public service announcements or reminders to vote in ASSOCIATION elections;
- (4) Notices of committee meetings; and
- (5) Notices of family member deaths.

Materials distributed by use of the Department's email, or computers shall meet the same Guidelines as contained in Section 3(a) above regarding bulletin boards. Other communications between Department Management and ASSOCIATION Representatives may be included with advance approval.

**c) Other ASSOCIATION Distributions.**

Except for the categories specifically permitted without advance approval, the Chief retains the final decision as to whether ASSOCIATION materials may be distributed on or by using Department property.

**Section 4. Joint Communications**

If both parties agree, members of Department management and the ASSOCIATION may make joint appearances at Departmental meetings in order to address critical communications.

**Section 5. ASSOCIATION Communication with Trainees**

The CITY shall allow the ASSOCIATION, and its affiliates as determined by the ASSOCIATION Board of Directors, access to meet with newly hired Uniformed Staff members at the ATCEMS training academy during regular academy hours for the



duration of at least one (1) hour per academy class. The ASSOCIATION shall be permitted to provide each academy class with lunch at the discretion of the ASSOCIATION.

## **Section 6. Authorized ASSOCIATION Activity**

The flexibility for ASSOCIATION activity authorized in this Article is dependent upon work downtime when personal activities would otherwise be appropriate and permissible under Department and CITY standards.

## **Section 7. ASSOCIATION Participation in Workforce Collaboration Groups**

### **a) Definitions – as used in this Article:**

(1) **Committee** – ASSOCIATION group appointed by the ASSOCIATION President governed by the ASSOCIATION Bylaws

(2) **Workgroup** – Departmental group appointed solely by the Chief or his designee

(3) **Taskforce** – Joint group consisting of personnel appointed in equal numbers by the Chief and the ASSOCIATION President

### **b) Workforce Collaboration Group –**

The ASSOCIATION recognizes the managerial prerogative to establish groups of employees to develop solutions for various issues unimpeded.

The ASSOCIATION and the CITY have a vested interest in collaborating to improve the service delivery to the citizens we serve and to improve the working conditions for employees. Only items that result from the Taskforce collaboration may be reported by the CITY or the ASSOCIATION as having the joint support of both the ASSOCIATION and the Department.

## **ARTICLE 12 PROMOTIONS**

### **PART A. FIELD DIVISION**

#### **Section 1. Clinical Specialist – Field**

##### **a) Promotional Procedure for Clinical Specialist – Field**

(1) Positions in the classification of Clinical Specialist - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and, at the discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with this Article.

(2) For each promotional cycle for Clinical Specialist - Field, the Chief will

determine whether the process will include a Technical Skills Evaluation. The notice for the written examination shall indicate whether the process will include a Technical Skills Evaluation.

b) **Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Clinical Specialist - Field shall be only open to each Medic - Field who at the time of the promotional examination has a current Texas Department of State Health Services certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic and has cleared to independent duty.

c) **Written Examination**

The Clinical Specialist-Field written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as validated by the third-party consultant, shall be determined to have passed the examination. For any individual initially below the passing score, seniority points may be added to the raw score to bring the score up to 70 points, but only to that extent. All other seniority points shall be waived for such individuals. The addition of seniority points shall not be available to candidates not receiving at least a minimum score of 60 points. Candidates passing the written promotional examination will proceed to the next step of the examination process, which may include an optional Technical Skills Evaluation.

d) **Optional Technical Skills Evaluation**

(1) If included, the Technical Skills Evaluation will be developed by a third-party consultant chosen by the Chief from a list generated by the Director of Civil Service. The Technical Skills Evaluation exercises shall be based on job content and responsibility. The Technical Skills Evaluation may include a scenario-based assessment. The Consultant shall make all final decisions concerning the design and implementation of the Technical Skills Evaluation.

(2) To remain in the process, all candidates must complete the Technical Skills Evaluation, which may be administered on the same day or consecutive days depending on the number of qualified applicants. There is no minimum passing score on the Technical Skills Evaluation.

(3) Nothing in the Technical Skills Evaluation process may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

e) **Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years. This subsection does not apply when seniority points have been utilized to obtain a passing score under section c) above.

f) **Education**

(1) The following education points shall be added to each candidates score. These points shall only be added to the Written Examination and shall only apply to college degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree or college credits.

- (i) Add 0.5 point for 60 college credits
- (ii) Add 1.0 point for Bachelors Degree
- (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

(1) If a Technical Skills Evaluation is included in the promotional process cycle for the rank of Clinical Specialist - Field, the eligibility list shall be calculated as follows:

**Written Examination Points:**

(See Part C, Section 3)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

**Technical Skills Evaluation**

Maximum Points	100
Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA  
CLINICAL SPECIALIST– FIELD**

$$\begin{aligned}
 & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment Factor)} \\
 & \quad + \\
 & \quad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\
 & \quad = \\
 & \quad \text{Total Points for Promotion List**}
 \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service

tiebreaking rules will be applied if necessary.

- (2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

**Written Examination Points:**

(See Part C, Section 3)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

h) **Preemption**

This Section specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by replacing eligibility requirements.

**Section 2. Captain - Field**

a) **Promotional Procedure for Captain - Field**

Positions in the classification of Captain - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) **Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Captain - Field shall be only open to each Clinical Specialist - Field who has continuously held that classification for at least two (2) years immediately before the examination, and who has four (4) years service in the Department.

c) **Written Examination**

The Captain - Field written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as validated by the third-party consultant, shall be determined to have passed the examination. For any individual initially below the passing score, seniority points may be added to the raw score to bring the score up to 70 points, but only to that extent. All other seniority points shall be waived for such individuals. The addition of seniority points shall not be available to candidates not receiving at least a minimum score of 60 points. Candidates passing the written promotional examination will proceed to the next step of the examination process, which is an Assessment Center.

d) **Assessment Center**

The Captain - Field Assessment Center will be conducted in accordance with this

Article.

e) **Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years. This subsection does not apply when seniority points have been utilized to obtain a passing score under section c) above.

f) **Education**

(1) The following education points shall be added to each candidate's score. These points shall only be added to the Assessment Center score and shall only apply to college degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree or college credits.

- (i) Add 0.5 point for 60 college credits
- (ii) Add 1.0 point for Bachelor Degree
- (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

After the Assessment Center scoring has been completed for the rank of Captain - Field the eligibility list shall be calculated as follows:

**Written Examination Points:**

(See Part C, Section 3)

Maximum Exam Points	100
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	110

**Assessment Center**

Maximum Points	100
Maximum Education Points	2
Total Maximum Points	102

**PROMOTION ELIGIBILITY LIST FORMULA**  
**CAPTAIN – FIELD**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .60 \text{ (Adjustment Factor)} \\ & \quad + \\ & (\text{Assessment Center Points} + \text{Education Points}) \div 102 \times 100 \times .40 \text{ (Adjustment Factor)} \\ & \quad = \\ & \text{Total Points for Promotion List**} \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

**h) Preemption**

This Article specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by adding additional requirements.

**Section 3. Commander – Field**

**a) Promotional Procedure for Commander – Field**

Positions in the classification of Commander - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

**b) Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Commander - Field shall be only open to each Captain - Field who has continuously held that classification for at least two (2) years immediately before the examination, and who has six (6) years service in the Department.

**c) Written Examination**

The Commander - Field written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as determined and validated by the third-party consultant, before the addition of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

**d) Assessment Center**

The Commander - Field Assessment Center will be conducted in accordance with this Article.

**e) Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be

added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years.

f) **Education**

(1) The following education points shall be added to each candidate's score. These points shall only be added to the Assessment Center score and shall only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree.

- (i) Add 2.0 point for Bachelor Degree
- (ii) Add 4.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

After the Assessment Center scoring has been completed for the rank of Commander Field, the eligibility list shall be calculated as follows:

**Written Examination Points:**  
(See Part C, Section 3)

Maximum Exam Points	100
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	110

**Technical Skills Evaluation**

Maximum Points	100
Maximum Education Points	<u>+ 4</u>
Total Maximum Points	104

**PROMOTION ELIGIBILITY LIST FORMULA  
COMMANDER – FIELD**

$$\begin{aligned}
 &(\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .50 \text{ (Adjustment Factor)} \\
 &+ \\
 &(\text{Assessment Center Points} + \text{Education Points}) \div 104 \times 100 \times .50 \text{ (Adjustment Factor)} \\
 &= \\
 &\text{Total Points for Promotion List}^{**}
 \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

h) **Preemption**

This Article specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by adding additional requirements.

**PART B.**      ***COMMUNICATIONS DIVISION***

**Section 1.      Preemption of Local Civil Service Rule 7.11**

For the purpose of promotions under this Part B regarding Communications Division, Chapter 143, Local Civil Service Rule 7.11 (Classified Service Promotions – Minimum Candidates Required), a promotional examination, process, or procedure shall be considered to be competitive if one Medic – Communications is eligible to sit for and actually takes and passes the written promotional examination, as well as any other promotional components established by this Article (optional technical skills evaluation or assessment center), which shall be at the discretion of the Chief if there are fewer than two candidates. To the extent that this provision conflicts with Chapter 143, this conflict is preempted.

**Section 2.      Clinical Specialist – Communications**

a)      **Promotional Procedure for Clinical Specialist - Communications**

Positions in the classification of Clinical Specialist - Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and, at the discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with this Article.

b)      **Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Clinical Specialist - Communications shall be only open to each Medic – Communications who has been cleared to independent duty.

c)      **Written Examination**

The Clinical Specialist - Communications written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as validated by the third-party consultant, shall be determined to have passed the examination. For any individual initially below the passing score, seniority points may be added to the raw score to bring the score up to 70 points, but only to that extent. All other seniority points shall be waived for such individuals. The addition of seniority points shall not be available to candidates not receiving at least a minimum score of 60 points. Candidates passing the written promotional examination will proceed to the next step of the examination process, which may include an optional Technical Skills Evaluation.

d)      **Optional Technical Skills Evaluation**

(1)      If included, the Technical Skills Evaluation will be developed by a third-party



consultant chosen by the Chief from a list generated by the Director of Civil Service. The Technical Skills Evaluation exercises shall be based on job content and responsibility. The Technical Skills Evaluation may include a scenario based assessment. The Consultant shall make all final decisions concerning the design and implementation of the Technical Skills Evaluation.

(2) To remain in the process, all candidates must complete the Technical Skills Evaluation, which may be administered on the same day or consecutive days depending on the number of qualified applicants. There is no minimum passing score on the Technical Skills Evaluation.

(3) Nothing in the Technical Skills Evaluation process may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

e) **Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years. This subsection shall not apply when seniority points have been utilized to obtain a passing score under section c) above.

f) **Education**

(1) The following education points shall be added to each candidate's exam score. These points shall only be added to the Written Examination and shall only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree or college credits.

- (i) Add 0.5 point for 60 college credits
- (ii) Add 1.0 point for Bachelor Degree
- (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

(1) If a Technical Skills Evaluation is included in the promotional process cycle for the rank of Clinical Specialist - Communications, the eligibility list shall be calculated

as follows:

**Written Examination Points:**

(See Part C, Section 3)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

**Technical Skills Evaluation**

Maximum Points	100
Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA  
CLINICAL SPECIALIST – COMMUNICATIONS**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment} \\ & \quad \text{Factor)} \\ & \quad + \\ & \quad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\ & \quad = \\ & \quad \text{Total Points for Promotion List}^{**} \end{aligned}$$

**\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.**

- (2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

**Written Examination Points:**

(See Part C, Section 3)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

**h) Preemption**

This Section specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by replacing eligibility requirements.

**Section 3. Captain – Communications**

**a) Promotional Procedure for Captain - Communications**

Positions in the classification of Captain - Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) **Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Captain - Communications shall be only open to each Clinical Specialist - Communications who has continuously held that classification for at least two (2) years immediately before the examination, and who has four (4) years service in the Department.

c) **Written Examination**

The Captain - Communications written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as validated by the third-party consultant, shall be determined to have passed the examination. For any individual initially below the passing score, seniority points may be added to the raw score to bring the score up to 70 points, but only to that extent. All other seniority points shall be waived for such individuals. The addition of seniority points shall not be available to candidates not receiving at least a minimum score of 60 points. Candidates passing the written promotional examination will proceed to the next step of the examination process, which is an Assessment Center.

d) **Assessment Center**

The Captain - Communications Assessment Center will be conducted in accordance with this Article.

e) **Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to the date of the examination, which shall be prorated for partial years. However, this subsection shall not apply when seniority points have been utilized to obtain a passing score under section c) above.

f) **Education**

(1) The following education points shall be added to each candidate's score. These points shall only be added to the Assessment Center score and shall only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree or college credits.

- (i) Add 0.5 point for 60 college credits
- (ii) Add 1.0 point for Bachelor Degree
- (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

After the Assessment Center scoring has been completed for the rank of Captain - Communications, the eligibility list shall be calculated as follows:

<u><b>Written Examination Points:</b></u> (See Part C, Section 3)		<u><b>Assessment Center:</b></u>	
Maximum Exam Points	100	Maximum Points	100
Maximum Seniority Points	<u>+ 10</u>	Maximum Education Points	<u>+ 2</u>
Total Maximum Points:	110	Total Maximum Points	102

**PROMOTION ELIGIBILITY LIST FORMULA  
CAPTAIN – COMMUNICATIONS**

$$\begin{aligned}
 & (\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .60 \text{ (Adjustment Factor)} \\
 & \quad + \\
 & (\text{Assessment Center Points} + \text{Education Points}) \div 102 \times 100 \times .40 \text{ (Adjustment Factor)} \\
 & \quad = \\
 & \text{Total Points for Promotion List**}
 \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

h) **Preemption**

This Article specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by adding additional requirements.

**Section 4. Commander – Communications**

a) **Promotional Procedure for Commander – Communications**

Positions in the classification of Commander – Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) **Eligibility**

Except as provided by Part C, Section 2 of this Article, each promotional examination for the classification of Commander – Communications shall be only open to each Captain – Communications who has continuously held that classification for at least two (2) years immediately before the examination, and who has six (6) years service in the Department.

c) **Written Examination**

The Commander – Communications written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score of 70 points as determined and validated by the third-party consultant, before the addition of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

d) **Assessment Center**

The Commander – Communications Assessment Center will be conducted in accordance with this Article.

e) **Seniority**

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years.

f) **Education**

(1) The following education points shall be added to each candidate's written exam score. These points shall only be added to the Assessment Center score, and only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges & Universities. No cumulative points shall be allowed for more than one degree.

- (i) Add 2.0 point for Bachelor Degree
- (ii) Add 4.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) **Scoring**

After the Assessment Center scoring has been completed for the rank of Commander – Communications, the eligibility list shall be calculated as follows:

**Written Examination Points:**

(See Section 10)

Maximum Exam Points	100
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points:	110

**Assessment Center:**

Maximum Points	100
Maximum Education Points	<u>+ 4</u>
Total Maximum Points	104

**PROMOTION ELIGIBILITY LIST FORMULA  
COMMANDER – COMMUNICATIONS**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Seniority}) \div 110 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & + \\ & (\text{Assessment Center Points} + \text{Education}) \div 104 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & = \\ & \text{Total Points for Promotion List}^{**} \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

h) **Preemption**

This Article specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by adding additional requirements.

**PART C.      *GENERAL PROVISIONS***

**Section 1.      Division Chief and Assistant Chief**

a) **Promotion by Appointment for Division Chief and Assistant Chief**

(1) Upon vacancy, up to six (6) positions in the classification of Division Chief may be filled by the use of an appointment process. For any position(s) over the six positions, the process for promotion shall be the same as for Commanders under Part B, Section 4 herein. Upon further vacancy not exceeding the six total appointments, positions in the classification of Division Chief shall be filled by the use of an appointment process. The Chief may appoint a person to the rank of Division Chief from the rank of Commander. The Chief may remove without cause a person appointed to Division Chief from the Division Chief position, subject to the person's rights and remedies under LGC Section 143.014. If, at the end of this AGREEMENT, there is no successor Agreement, LGC Section 143.014 shall continue to apply to individuals appointed to the rank of Division Chief during the life of this AGREEMENT.

(2) Upon vacancy, positions in the classifications of Assistant Chief shall be filled

by use of the appointment process specified in LGC Sections 143.014 and 143.311. A person appointed to such positions shall have all rights and remedies afforded under LGC Section 143.014(g)-(h). The Chief may remove without cause a person appointed to Assistant Chief from the Assistant Chief position, subject to the person's rights and remedies under LGC Section 143.014(g).

(3) The employees currently occupying the positions of Division Chief and Assistant Chief, and the employees appointed to those positions in accordance with this Article, will have full civil service protection.

**b) Eligibility**

In addition to the EMS equivalent of qualifications listed in LGC Section 143.014(e), the Chief shall establish, in writing, any additional required qualifying criteria for persons to be appointed under this Section.

**c) Preemption**

This Section specifically preempts any conflicting limitations on the requirements for eligibility placed upon the City by Texas Local Government Code, Section 143.028, 143.030, and 143.031 by replacing eligibility requirements for up to six (6) Division Chief positions.

## **Section 2. Crossover Transfers and Promotions**

**a) Crossover Transfer**

(1) Uniformed Staff with a minimum of one (1) year of service within either the Field or Communications Division, may request a transfer to a Uniformed Staff position within the alternate division. Uniformed Staff wishing to transfer divisions must meet the minimum qualifications for the alternate division prior to being transferred.

(2) A Clinical Specialist with a minimum of one (1) year of service as a Clinical Specialist within either the Field or Communications Division, may request a transfer to a Clinical Specialist position within the alternate division. A Clinical Specialist wishing to transfer divisions must meet the minimum qualifications for the alternate division prior to being transferred.

(3) A Clinical Specialist who has requested a transfer pursuant to this Section shall be placed on a transfer list in the order in which the transfer request was received by the Department's HR Manager. In the event of a tie, placement on the list shall be based on tenure in the Department. The Department may develop additional tiebreakers if necessary. Subject to subsections 4 and 5, an eligible Clinical Specialist on the list will be transferred to the next Clinical Specialist vacancy in the alternate division in the order in which he or she was placed on the list.

(4) The transfer of a Clinical Specialist to the alternate division shall not deny promotional opportunities otherwise available to Uniformed Staff in that division under the following conditions:

- (i) A Clinical Specialist who has requested a transfer shall not be eligible to fill such vacancy if, at the time the vacancy is created, a promotional eligibility list exists for that vacancy.
  - (ii) A Clinical Specialist who has requested a transfer shall not be eligible to fill such vacancy if, at the time the vacancy is created, a qualified Uniformed Staff member has registered for the promotional examination for that vacancy in accordance with Civil Service Commission Rule 7.06, and the registered Uniformed Staff member becomes eligible to otherwise promote to such vacancy.
- (5) Authorization to transfer pursuant to this Section is within the sole discretion of the Chief.
- (6) A Uniformed Staff member who transfers divisions shall not be eligible to promote to the next highest classification until the person has continuously held the classification of Uniformed Staff in the division to which the person was transferred for at least one (1) year immediately before the written examination. For all other purposes, a Uniformed Staff member who transfers divisions retains their seniority within the Department.
- (7) A Clinical Specialist who transfers divisions shall not be eligible to promote to the next highest classification until the person has continuously held the classification of Clinical Specialist in the division to which the person was transferred for at least one (1) year immediately before the written examination. For all other purposes, a Clinical Specialist who transfers divisions retains their seniority within the Department.
- (8) A transfer list created under this Section shall survive the expiration of this AGREEMENT, and shall remain in full force and effect, only if a successor AGREEMENT has been ratified and is effective on the date after the expiration of this AGREEMENT. Otherwise, the transfer list shall expire upon the expiration of this AGREEMENT.

**b) Voluntary Crossover Demotion and Transfer**

- (1) Uniform staff within either the Field or Communications Division may voluntarily accept a demotion and transfer to a Uniformed Staff position within the alternate division. Uniform staff wishing to demote and transfer divisions pursuant to this Section must meet the minimum qualifications for the position in the alternate division prior to being transferred.
- (2) Authorization for a voluntary demotion and transfer pursuant to this Section may be delayed or denied if the Chief determines that such demotion and transfer is not in the best interest of the Department. Reasons for delay or denial include, but are not limited to:
  - (i) Balance of the workforce;



- (ii) The number of vacancies within the affected classifications; or
- (iii) Disciplinary reasons

(3) Any Uniform staff who voluntarily demotes and transfers divisions shall not be eligible to promote to the next highest classification until the person has continuously held the classification in the division to which the person was transferred for at least one (1) year immediately before the written examination. For all other purposes, a person who voluntarily demotes and transfers divisions retains their seniority within the Department.

**c) Crossover Promotion**

A Uniformed Staff member who has continuously held the classification of Medic in either Field or Communications Division for at least two (2) years immediately before the written examination, may compete in a promotional process for the classification of Clinical Specialist within the alternate division. A Medic wishing to promote to the alternate division must meet all other minimum qualifications for Clinical Specialist in the alternate division prior to taking the written examination.

**d) Step Placement Following Voluntary Crossover Demotion and Transfer**

A Uniformed Staff member who elects to voluntarily demote and transfer to an alternate division shall remain at the same step placement that the Uniformed Staff member held at the time of the voluntary demotion.

**e) No Grievance or Appeal**

It is expressly understood and agreed that nothing in this Section is subject to the grievance process set forth in this AGREEMENT, nor may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

**Section 3. Written Examination Points**

Except appointments to the classifications of Division Chief and Assistant Chief, all candidates for promotion shall first take a written examination. The maximum score for the written examination shall be one hundred (100) points. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in reading material selected by the Chief. The CITY must engage an independent consultant to professionally develop the written examination questions after consultations with the Chief, or designees, and the Director of Civil Service. The CITY will make a reasonable effort to ensure that the examination will be validated either before or after the examination is given. Prior to being administered, the finalized examination shall be kept in a safe and secure manner.

**Section 4. Assessment Center Process**

a) The Assessment Center process shall only apply to candidates for the following classifications, who pass the written promotional examination:

- (1) Captain – Field
- (2) Commander - Field
- (3) Captain – Communications
- (4) Commander – Communications

b) Prior to the written examination being administered, the Chief shall establish assessment criteria based on job content and responsibility. The Director of Civil Service will generate a list of consultants and will review that list with the Chief. The Chief shall also appoint three (3) members to serve on an Assessment Center Review Committee, (“ACRC”), plus one (1) alternate. The ASSOCIATION shall also select three (3) individuals to serve on the ACRC and one (1) alternate. All ACRC members shall be selected from the tested rank or above. No ACRC member shall be eligible for a promotional process in which they served as a member. The ACRC shall meet and consider the list of consultants and recommend the Assessment Center Consultant from the list, subject to Council approval pursuant to CITY purchasing policies and procedures.

c) After the Assessment Center Consultant has been selected, the Consultant will orient the ACRC. The Consultant will confer with both the Chief and the ACRC on the needs or issues affecting the design of the Assessment Center. Any input from the ASSOCIATION will be summarized by the ACRC and made available to anyone who requests it. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.

d) The consultant will design the Assessment Center from among the following exercises:

- In Basket
- Problem Solving/Analysis
- Written and Oral Resumes/Structured Interviews
- Role Playing
- Memo/Report Writing
- Oral Presentation/Plan Preparation
- Staff Meeting
- Special Event/Operations

The consultant is not required to utilize all of the exercises but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.

e) The Consultant also selects the assessors, who shall meet the following criteria:

- (1) Shall not be related to any candidates for promotion;
- (2) Shall not be known to, beyond mere acquaintance, any candidates for promotion;

- (3) Shall have two (2) years of experience in the promoted or equivalent rank, and
- (4) Shall not be a current or former employee of the City of Austin.

f) The Consultant shall conduct an orientation for candidates prior to administering the Assessment Center. The Consultant may deem the orientation mandatory, and all candidates must attend in order to participate, if it is declared mandatory. If the consultant deems an orientation to be mandatory, at least two (2) orientations shall be scheduled. If a mandatory orientation is scheduled during a candidate's work time, he/she will be permitted to attend.

g) The assessors selected by the Consultant will assess the candidates for the rank. The assessors shall award up to one hundred (100) points to each candidate participating in the Assessment Center. The assessment sessions will be videotaped, and candidates may review their own session pursuant to procedures established by the Director of Civil Service, provided that candidates are given up to four (4) hours, which may be provided in smaller increments of time, to review their assessment session. The Director of Civil Service shall make available blocks of time for candidates to review examination results from 8:00 a.m. to 5:00 p.m., and at least two (2) evening options until 10:00 p.m. shall be provided. However, these time periods need not be kept available or staffed unless the times are reserved in advance. Examination reviews will be conducted on the candidate's off-duty time. Copies of the videotapes will not be given to the candidate. Nothing in the Assessment Center process may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

h) To remain in the process, all candidates must complete the Assessment Center, which may be administered on the same day or consecutive days depending on the number of qualified applicants. There is no minimum passing score on the Assessment Center.

## **Section 5. Eligibility Lists**

a) All promotional eligibility lists created under this Article shall be constructed, with the highest total score being ranked number one and descending in numerical order.

b) All promotional eligibility lists shall be valid for twenty-four (24) months from the date that the eligibility list is initially posted, even after termination of this AGREEMENT.

c) If a written promotional examination for a rank has been given prior to the expiration of this AGREEMENT, the promotional process for that rank may continue to completion, the expiration of this AGREEMENT notwithstanding, and the resulting eligibility list shall have a life of twenty-four (24) months from the eligibility list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective, even after termination of this AGREEMENT. In the event of a clerical or electronic error in computing the test scores, the expiration date of any promotional examination eligibility list may be amended by written agreement between the President of the ASSOCIATION and the City Manager.

## **Section 6. Appeals Criteria Committee**

a) An Appeals Criteria Committee (ACC) shall determine the criteria for what may be

appealed to the Civil Service Commission following all written promotional examinations. The ACC shall establish appeal criteria which will be used for all written examinations held during the term of this Agreement. The ACC, composed of seven (7) individuals, shall be appointed as follows:

- (1) Three (3) members appointed by ASSOCIATION, each having taken at least one (1) promotional exam;
- (2) Two (2) members appointed by the Chief, each having taken at least one (1) promotional exam;
- (3) One (1) member appointed by the Director of Civil Service; and
- (4) One (1) member appointed by the Chair of the Civil Service Commission.

b) A simple majority of the ACC shall approve the criteria. The Chief may reconvene the ACC if, after an eligibility list has been established, it appears that clarification or modification of the criteria is warranted. The criteria approved by the ACC shall not be appealable to either the Civil Service Commission, a Hearing Examiner, or to District Court.

#### **Section 7. Appeal Process after Written Examination**

Within 72 hours after a promotional examination is held, the Commission shall post the individual raw scores. Any candidate who has taken a written promotional examination may, within seven (7) City of Austin business days of the posting of the written promotional exam results, review his/her examination results. The process shall be established by the Director of Civil Service; provided, however, that each candidate who has taken a promotional examination may have up to four (4) hours to review his/her examination, write, and submit the appeal, if any, which must be based on the appeal criteria approved by the ACC. Once an appeal is filed, it shall be assigned a number and processed anonymously. The candidate may obtain a copy of his or her appeal. The Director of Civil Service shall make available blocks of time for candidates to review examination results from 8:00 a.m. to 5:00 p.m., and evening options until 10:00 p.m. shall be provided. However, these time periods need not be kept available or staffed unless the times are reserved in advance. Examination reviews will be conducted on the candidate's off- duty time. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to District Court of any facet of the examination review process.

#### **Section 8. Review by Employee Review Committee.**

a) An Employee Review Committee (ERC) will be appointed to screen written examination appeals to the Civil Service Commission, applying the criteria established by the ACC to determine which appeals should be rejected because they do not meet the criteria. Assuring for diversity as is practical and possible the ERC shall be comprised of five (5) members as follows:

- (1) Two (2) members of the rank of the promotional exam or higher, one(1) each appointed by the ASSOCIATION and the Chief; and

(2) One (1) member appointed by the Director of Civil Service.

(3) At least two (2) members must be present to constitute a quorum of the ERC. There is no requirement that the members present be from any specific appointment process.

(4) ERC members appointed by the ASSOCIATION will be allowed to use Association Business Leave for time spent performing duties related to the ERC.

b) Appeals may advance from the ERC to the Civil Service Commission by a vote of a simple majority of the ERC. The ERC will not make any statement, assertion, or recommendation regarding the validity of an appeal or subsequent Civil Service Commission action. To rule on validity. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to District Court of the ERC's examination appeal determinations or from the Civil Service Commission's written examination appeal decisions.

### **Section 9. Time Limit to Fill Vacant Positions**

It is expressly understood and agreed that during the term of this AGREEMENT, the provisions in Chapter 143.036(d) and (e) and 143.014(f) of the Local Government Code prescribing time limits for filling vacancies shall be expanded to one hundred and twenty (120) calendar days after the date the vacancy occurs. This Section shall only apply to the filling of vacancies in the following classifications:

(1) Captain – Field

(2) Commander – Field

(3) Captain – Communications

(4) Commander – Communications

### **Section 10. Committee on the Assessment Center Process**

The CITY and the ASSOCIATION shall each appoint two (2) persons to a committee that shall schedule a meeting with the participants in each Assessment Center process to discuss the strengths and weaknesses perceived by the participants, after completion of the process. The Committee may recommend changes in the procedures set out in this Agreement.

### **Section 11. Military Promotions/Demotions**

The following changes are made to Sections 143.036 and 143.072 of the Texas Local Government Code:

a) When a Uniformed Staff member is promoted as the result of a vacancy created by a military leave of absence, and the Uniformed Staff member on military leave returns to active duty in the Department, the person who filled the most recent vacancy at that rank shall be the one who is demoted to the next lowest classification and placed on a reinstatement list, with such rights as prescribed in this Article.

- b) The same result applies to all other promotions in lower ranks which resulted from the first promotion and subsequent demotion.
- c) All other provisions of Sections 143.036 and 143.072 not specifically changed by this Agreement shall remain in effect.

#### **Section 12. Vacancy Created by Indefinite Suspension**

- a) Notwithstanding any provision in this Article or any provision in Local Government Code Chapter 143, an indefinite suspension of a Uniformed Staff member (despite any pending appeal) shall create a vacancy but shall not expand the size of the classified service. In the event that an indefinite suspension is overturned on appeal and the Uniformed Staff member is reinstated to active duty in the Department, the person who filled the most recent vacancy at that rank shall be the one who is demoted to the next lowest classification and placed on a reinstatement list, with such rights as prescribed in this Article.
- b) The same result applies to all other promotions in lower ranks which resulted from the first promotion and subsequent demotion.

#### **Section 13. Failure to Timely Credential after Crossover Promotion or Crossover Transfer**

- a) If a person fails to credential to unrestricted status by the Medical Director within the established time period following a crossover promotion, or crossover transfer, the person shall be demoted to the position held at the time of the promotion or transfer. A demotion under this Section shall not expand the size of the classified service.
- b) If a vacancy exists in the classification to which a person is demoted under this Section, the person shall fill the vacancy. If no vacancy exists, the person who filled the most recent vacancy at that classification shall be the one who is demoted to the next lowest classification and placed on a reinstatement list, with such rights as prescribed in this Article.
- c) The same result applies to all other promotions in lower ranks that resulted from the first promotion and subsequent demotion.
- d) A demotion under this Section shall not be appealable either to the Civil Service Commission, a Hearing Examiner, or to District Court.

#### **Section 14. Reinstatement List**

- a) There shall be only one reinstatement list for each classification for persons demoted by virtue of Sections 11, 12, and 13 of this Article.
- b) Any person placed on a reinstatement list pursuant to Section 11, 12, and 13 of this Article shall remain on the list indefinitely.
- c) Persons on the list shall be entitled to reinstatement to the classification from which they were demoted in the same order as the demotion occurred, which results in the last

demoted at that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for that classification before any promotions from a promotional eligibility list. Until such reinstatements occur, and the reinstatement list is exhausted, there shall be no “vacancy” created at that classification for the purpose of any promotional eligibility list.

d) Except for persons eligible for reinstatement at an entry classification, time spent on a reinstatement list shall not be considered a break in service for civil service purposes, including, but not limited to eligibility for future promotional examinations. Reinstatement is subject to successful completion of the OMD re-credentialing process.

#### **Section 15. Effect on Current Eligibility Lists**

It is expressly understood and agreed that the promotional process set out in this Article shall not apply to persons in a promotional process initiated prior to the effective date of this Agreement and shall not extend the expiration date of an existing Eligibility List.

#### **Section 16. Effect of Contract Expiration**

The provisions of this Article shall remain in full force and effect after expiration of this AGREEMENT as to:

- a) All promotional eligibility lists created during this AGREEMENT; and
- b) All reinstatement lists created pursuant to this Article.

#### **Section 17. Reappointment of Uniformed Staff.**

As authorized by Section 143.0251 a Uniformed Staff member who voluntarily resigned from the EMS Department may be reappointed to the Department without taking another departmental entrance examination, in accordance with the following rules:

- a) The Uniformed Staff member must have served with the EMS Department as a sworn employee for at least one (1) year of continuous service immediately prior to the date of his/her resignation.
- b) The Uniformed Staff member may not have voluntarily resigned to avoid suspension or discharge or have resigned during a disciplinary investigation without a final judgment being rendered.
- c) The Uniformed Staff member may not have voluntarily resigned as a result of revocation of credentials to practice by the medical director or have resigned during a clinical review of the Uniformed Staff member’s credentials without a final disposition being rendered.
- d) The Uniformed Staff member may apply for reappointment within two (2) after the effective date of the resignation from the EMS Department. If the medic has been employed continuously in another EMS service for a minimum of one (1) year since the effective date of the resignation, the Uniformed Staff member may apply for reappointment within three (3) years after the effective date of the resignation from the EMS Department.

- e) The Uniformed Staff member must meet all requirements prescribed by Chapter 143 other than the entrance examination required by Section 143.025.
- f) The Uniformed Staff member must be certified or licensed by the Texas Department of State Health Services as an Emergency Medical Technician, Emergency Medical Technician–Intermediate, Emergency Medical Technician-Paramedic or Licensed Paramedic.
- g) The Uniformed Staff member must not have had an emergency medical services certification or license, nurse’s license, or any other medical related certification or license placed on probation, denied by final order, revoked, or suspended, or have voluntarily surrendered such certification or license.
- h) The Uniformed Staff member must meet all requirements necessary for credentialing by the Medical Director at the entry level position in the Division.
- i) The Uniformed Staff member must not have been discharged from any EMS position or EMS recruiting position within any EMS agency for disciplinary reasons, resigned to avoid suspension or discharge, or have resigned during a disciplinary investigation without a final judgment being rendered.
- j) The Uniformed Staff member must fulfill any training requirements required by the Department Head.
- k) The Uniformed Staff member must meet any credentialing requirements of the medical director and fulfill any training requirements required by the medical director.
- l) The reappointment of the Uniformed Staff member is at the discretion of the Department Head.
- m) At the discretion of the Chief, any medic who is reappointed under this Rule may be appointed to the position of Medic in their previous division if they held the position of Medic (or Medic I) previously, or to the position of Specialist if they held the position of Specialist (or Medic II) or above previously and shall serve a probationary period of six (6) months following the date of his/her reappointment. For an entry level position, reappointment may be directly into any vacant entry level position as determined by the Chief, without reference to any existing eligibility list or hiring process in progress. No Uniformed Staff member may be reappointed directly into a vacant position of Specialist if there is a current promotional list for that position that has not been exhausted or if the promotional examination has been posted for that position. A reappointed employee who serves the full probationary period automatically becomes a Civil Service employee.
- n) The reappointed Uniformed Staff member is eligible to take the promotional examination to the next rank after clearing to independent duty, successfully completing his/her probationary period, and fulfilling other time in grade and service requirements for promotion.
- o) All reappointments shall be into the entry level Step of the position in which they are placed and shall not retain seniority for any purposes under this Agreement, except as stated in subsection n), above.



## **PART D.      *EMT-P CERTIFICATION PROGRAM***

### **Section 1.      Purpose**

The EMT-P Certification Program (the “Certification Program”) established by this Article promotes the City’s goals of improving customer service and investing in the workforce by providing assistance to employees who take ATCEMS career-enhancing courses designed to obtain Texas Department of State Health Services (TDSHS) certification as an Emergency Medical Technician-Paramedic (EMT-P).

### **Section 2.      Definitions**

In Part D of this Article:

- a)      “Emergency Medical Technician-Paramedic” or “EMT-P” shall have the same meaning as provided by the Texas Administrative Code, Title 25, Part 1, Chapter 157, Subchapter A, Rule 157.2 (35).
- b)      “Emergency Medical Technician-Paramedic certification” or “EMT-P certification” means certification by the Texas Department of State Health Services at the EMT-P level.
- c)      “Certification Program” means a Department designated program of course work and field/clinical experience required by the current national paramedic education standards and competencies in the National EMS Education Standards, as defined by DOT, to become eligible for certification as an EMT-P.
- d)      “Tuition cost” means the cost per student, as determined by the Department, of the Certification Program.

### **Section 3.      Eligibility Requirements**

- a)      This Certification Program is available to all employees that:
  - (1)     Have successfully completed their probationary period;
  - (2)     Have a current EMT or EMT-I certification from the TDSHS or current EMT, EMT-I or AEMT certification from the National Registry; and
  - (3)     Have not obtained TDSHS or National Registry certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic.
- b)      Notwithstanding subsection (a), this Certification Program is not available to any employee that at the time they enter the Certification Program:
  - (1)     Has received a disciplinary suspension in the six (6) months immediately preceding the date of the Certification Program; or
  - (2)     Has a Modified Credential Status by the Office of Medical Director.
- c)      Eligible employees who apply for placement in the Certification Program shall take an assessment test developed by the Department. Employees shall be placed on the eligibility list

in numerical order of each employee's raw score from the assessment test, with the highest score being first on the list. There shall be no cut score. In the event of a tie placement on the list shall be based on tenure in the Department. The Department may develop additional tiebreakers if necessary. Each eligibility list created for placement in the Certification Program shall be effective only for that Certification Program.

#### **Section 4. The Certification Program**

- a) The Department will conduct at least one (1) Certification Program per year for the duration of this contract. Participation in the Certification Program is voluntary and shall not be counted as on-duty regular hours. A participating Medic shall not be compensated for time spent outside of on-duty regular work hours in connection with the Certification Program. The Department shall not be obligated to conduct a Certification Program in any year in which there are not at least six (6) Medics signed up for the Program but may do so at its discretion.
- b) This Article shall apply only to a Certification Program designated by the Department.

#### **Section 5. Two Year Service Requirement and Tuition Cost Reimbursement**

- a) Requirements for continued service with the CITY are an assurance that the CITY will benefit from employee participation in this Certification Program. A two (2) year service requirement begins on the date the employee begins the Certification Program.
- b) If an employee leaves employment with the Department *for any reason*, other than a compensable line of duty injury or illness or to fulfill a military commitment, before the employee's service requirement is completed, the employee must reimburse the CITY all or part of the Certification Program tuition cost in one of the following ways:
  - (1) If the employee has worked for the less than one year of the service requirement, the employee shall reimburse the CITY the full amount of the employee's tuition cost.
  - (2) If the employee has worked at least one year, but less than two years, of the service requirement, the employee will reimburse the CITY 50% of the amount of the employee's tuition cost.
  - (3) Each employee shall be provided in writing the amount of the tuition cost at least 14 days before the employee begins the Certification Program.

An employee who is reinstated from an indefinite suspension by the Civil Service Commission, a Hearing Examiner, or final court order shall not be required to reimburse the City for any amount of the employee's tuition cost.

- c) If an employee fails to successfully complete the Certification Program, the employee shall reimburse the CITY the full amount of the employee's tuition cost.
- d) If a separation of service or termination of employment occurs (voluntary or involuntary) and a reimbursement amount is owed by the employee, and the employee does not

otherwise repay the amount, the employee agrees to have the reimbursement amount deducted from the employee 's paycheck(s) and/or monies owed for accumulated benefits that are paid after the termination decision occurs. To facilitate such payment on the part of the employee, he/she shall submit, at the time the employee begins the Certification Program, a signed payroll deduction agreement authorizing the above deductions. The failure to submit a payroll deduction agreement shall not waive the CITY'S right to reimbursement.

- e) A service requirement is *not* an assurance of continued employment by the City.

## **Section 6. Work and Certification Program Schedules**

The Certification Program will typically be scheduled during non-working hours. If a Certification Program schedule would interfere with the employee's work schedule, the Department will attempt to accommodate the employee's work and Certification Program schedule subject to the operational and staffing needs of the Department. Final approval for flexible scheduling will be at the discretion of the Chief.

## **Section 7. Continuing Education**

- a) Mutual Interest

The ASSOCIATION and the CITY share a mutual interest in the continuing education of EMS personnel for quality improvement, operational needs, changes in the practice of medicine and recertification of licenses. Both Parties recognize that the creation, planning, development and delivery of continuing education is a management right.

- b) National Registry EMT Recertification

The Department is committed to continuing to provide a curriculum consistent with National Registry EMT recertification of its personnel. To that end and consistent with the continuing education curriculum implemented in each fiscal year of this Agreement, the Department will include continuing education that meets recertification requirements for National Registry EMT. Not all recertification courses will be offered per fiscal year and the City shall not be required to meet the recertification timing needs of any individual Uniformed Staff member. At the Department's discretion, such courses may be included in the Department's mandatory continuing education or may be offered on a voluntary basis. The Department will provide at least two National Standards courses during the Department's mandatory continuing education. If offered on a voluntary basis, time spent outside of on-duty regular work hours in connection with these courses shall not be counted as on-duty regular hours and a participating Uniformed Staff member shall not be compensated for such hours.

## **ARTICLE 13 HIRING PROCESSES**

### **Part A. Application of Chapter 143 Processes**

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.

### **Part B. Initial Hiring Process**

#### **Section 1. Submission of Proper Application**

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

b) Except as provided herein, the Chief shall establish the eligibility requirements for applicants for the position of Field or Communications Cadet, consistent with Chapter 143 and this Agreement.

#### **Section 2. Screening and Testing of Applicants**

a) The Chief will develop and implement the screening and testing procedures used to determine whether an applicant will be offered a position as a Field or Communications Cadet in an EMS Academy. The screening and testing procedures will include, at a minimum, a structured Oral Interview Board and a background investigation. Nothing in this Agreement or in Chapter 143 will restrict the nature of the tests administered to applicants or the procedures used to administer those tests.

b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list per Department policy. Applicants on the eligibility list may be offered a position as a Field or Communications Cadet in an EMS Academy.

Such policy shall include placement of candidates at the top of the list who possess a current Texas Department of State Health Services certification as an Emergency Medical Technician - Paramedic or Licensed Paramedic, either on the date of their application or with the ability to receive same by the end of the Academy through State Reciprocity procedures.

i. Upon completion of the Academy, such applicants shall be placed at the beginning pay rate for a Uniformed Staff member with two (2) years' experience in the Department.

ii. Regardless of the pay rate established, for employees hired under such

provision, seniority for purposes of longevity pay shall begin on the date of hire as an employee with the Department.

iii. Movement through the pay schedule shall not take into account initial placement in the step plan but shall only be based on time in service.

c) Each eligibility list created as a result of the process described in this Section shall remain effective until the earlier of:

i. twelve (12) months after certification by the Director of Civil Service, or his or her designee; or

ii. until exhausted.

### **Section 3. Internship Program**

The Department may create and implement an Internship Program for individuals who are interested in becoming a Field or Communications Medic. Anyone admitted into the Internship Program must pass the same screening and testing procedures as applicants for the position of Field or Communications Medic, either at the beginning or at the end of their participation in the Program. The duration of the Internship Program will be at least the equivalent of a college semester. Any intern who successfully completes the Internship Program shall be placed at the top of the current or next eligibility list for hire as a Field or Communications Medic, or at the sole discretion of the Chief may be placed directly into the position of Field or Communications Medic.

### **Section 4. Effect on Present Field or Communications Medic Classes**

It is specifically understood and agreed that the hiring process set out in this Agreement shall not apply to persons hired before the effective date of this Agreement.

### **Section 5. Successful Completion of Academy**

Once a Cadet successfully completes the Academy, he/she shall be placed in the position of Medic.

### **Section 6. Probationary Period**

The "at will" probationary period of individuals filling beginning positions in the EMS Department shall begin, under this Agreement, on the date the Field or Communications Cadet is hired and shall end at the expiration of twelve (12) months. Any leave taken by a probationary Medic, including but not limited to injury leave, FMLA leave, or sick leave, shall extend this probationary period by the length of the leave taken. (Approved vacation leave, other than FMLA, will not so extend the probationary period.)

## **Part C. Modified Hiring Process**

### **Section 1. Applicability**

a) Field Division

The Modified Hiring Process for the Field Division applies only to the hiring of individuals that, as of their date of their application (or with the ability to receive same by the end of the Academy through State Reciprocity procedures), have a current Texas Department of State Health Services certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic.

b) Communications Division

The Modified Hiring Process for the Communications Division applies only to the hiring of individuals that have 911 communications experience.

## **Section 2. Eligibility Requirements**

a) Except as noted in this Article:

(1) The Chief shall establish the eligibility requirements for applicants for the Modified Hiring Process.

(2) The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Field or Communications Medic, except as noted within this article.

b) The Chief or the Chiefs designee may, at his or her sole discretion, deny the application of any applicant for the Modified Hiring Process and may determine whether a particular applicant meets the eligibility requirements in accordance with the provisions in this article.

## **Section 3. Selection and Placement**

a) The Chief shall establish the selection criteria and procedures for the Modified Hiring Process. The criteria need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Medic in the Department's regular Academy. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.

b) Upon hire, the applicant will be placed in the position of Field or Communications Medic regardless of any rank or position the individual previously held in another agency.

## **Section 4. Modified Hiring Training and Probation**

a) The Chief shall establish the training requirements for individuals hired through the Modified Hiring Process. All individuals hired through the Modified Hiring Process must successfully complete the training established by the Chief.

b) Each individual hired through the Modified Hiring Process shall successfully complete a probationary period of at least twelve (12) months from date of hire.

## **Section 5. Civil Service Status**

- a) An individual who successfully completes the probationary period will become a full-fledged civil service employee with civil service protection. Until completion of probation, each employee hired through this Modified Hiring Process is an at-will employee who may be discharged by the Chief at any time, without right of appeal.
- b) Until completion of probation, an employee hired through the Modified Hiring Process is excluded from the coverage of discipline or grievance Articles in this Agreement.

## **Section 6. Pay and Seniority**

- a) The beginning pay rate for each Medic hired through the Modified Hiring Process shall be that of a Medic with two (2) years' experience in the Department.
- b) Regardless of the pay rate established for each Field or Communications Medic hired through the Modified Hiring Process, seniority for purposes of longevity pay shall begin on the date of hire as an employee with the Department.
- c) Movement through the pay schedule shall not take into account initial placement in the step plan but shall only be based on time in service.

## **Section 7. Promotional Eligibility**

An employee hired through the Modified Hiring Process must meet the same promotional eligibility requirements as an employee hired through the Department's regular initial hiring process.

## **Section 8. Implementation**

The Modified Hiring Process described by this Article may be used at any time, for any number of applicants, as authorized by the Chief.

## **Part D. Additional Provisions**

### **Section 1. Benefit of the Bargain**

The ASSOCIATION and the CITY share the goal of recruiting and hiring the most qualified applicants to become Department personnel. The parties agree that the degree of flexibility incorporated into this Article is of benefit to both parties.

### **Section 2. Effect of Contract Expiration**

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

- a) Any hiring process which has been commenced in substantial reliance upon the provisions of this Article;
- b) The length of the "at will" probationary period for individuals in that status

prior to the expirations of this Agreement;

c) Any eligibility list created under the terms of this Article will remain in effect for 12 months, notwithstanding the expiration of this Agreement;

d) Any interns who are participating in the Internship Program at the expiration of this Agreement may be placed at the top of the first eligibility list created after expiration of this Agreement.

### **Section 3. Preemption**

Nothing in this Article shall prevent the CITY from complying with any provision of federal law in connection with the hiring process.

## **ARTICLE 14 DRUG TESTING**

### **Section 1. Commitment to Eliminating Drug and Alcohol Abuse in the Workplace**

The ASSOCIATION and the CITY share a mutual interest in having a healthy and drug and alcohol-free workforce. To further that mutual interest, both parties are committed to a drug testing policy that identifies employees who have violated CITY or Department rules, regulations, policies, or procedures.

### **Section 2. Types of Drug Testing**

All Uniformed Staff, including the Chief and Assistant Chiefs, will be subject to the following types of drug testing:

a) **Post-Accident Drug Testing:** Employees are subject to post-accident testing for alcohol, illegal drugs and controlled substances following any motor vehicle accident which results in a human fatality, an injury which is treated away from the scene, or if a vehicle involved in the accident is towed from the scene, or on the job injury in situations in which employee drug use is likely to have contributed to the incident, and for which the drug test can accurately identify impairment caused by drug use as based on reasonable suspicion as outlined in the Department policy in effect at the time of this Agreement.

b) **Random Drug Testing:** Up to fifty percent (50%) of all Uniformed Staff will be subject to selection for mandatory testing for illegal drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the CITY'S expense. Selections for random testing will be made for a defined period, no less frequently than monthly.

### **Section 3. Protocol for Random and Post-Accident Drug Testing**

a) The terms "illegal drugs" and "controlled substances" refer to the substances listed in 49 CFR §40.87 at the time of the test, and medications that are approved for use in patient care by the Clinical Operating Guidelines as adopted by the Department. The term "alcohol" has



the generally understood meaning.

b) As used in this Article, "drug testing" or "drug test" means the compulsory production and submission of urine samples by a Uniformed Staff member for chemical analysis to detect the presence of prohibited drug usage in connection with the post-accident and random testing processes set forth herein. Direct observation will not be a part of the urine collection process, unless lab personnel have reason to believe that the initial specimen was adulterated. For Post-Accident Drug Testing, as defined herein, the Department may continue to use breath sampling to detect the presence of alcohol.

The definition of "drug testing" or "drug test" may be expanded or modified to include additional tests during the life of this Agreement with the approval of the CITY Manager and the ASSOCIATION President.

c) Specimen testing shall be conducted using techniques, equipment, and laboratory facilities in compliance with regulations and guidelines of the U.S. Department of Health and Human Services (DHHS) by a laboratory certified by DHHS, except where provided otherwise in this Agreement.

d) The test will be for the prohibited substances listed in 49 CFR §40.87 at the time of the test, and medications that are approved for use in patient care by the Clinical Operating Guidelines as adopted by the Department. A Post-Accident Test may include alcohol testing.

e) A positive drug test is defined as one where there is a quantifiable presence of one of the above prohibited substances in an amount that meets or exceeds the thresholds under CFR §40.87 for urine samples. If the urine test is positive, the employee's drug test shall be deemed positive. Evidence that one of the tests was negative may not be used by a party in connection with an appeal of any disciplinary action. A positive alcohol test is defined as one where the blood alcohol concentration is .04 or greater. If confirmatory testing results are negative, records of the testing shall not be placed or maintained in the employee's personnel file.

f) No adverse employment action will be taken against an employee for use of medications for which they have a valid prescription, provided the employee is using the medication in compliance with the prescription and Department policy.

g) All drug tests will be conducted in accordance with standards established by the United States Department of Transportation and ATCEMS Departmental policy and will be implemented in accordance with procedures adopted by the Chief and the CITY'S Human Resources Department.

#### **Section 4. Authority of Chief**

Nothing in this Article shall be construed to prohibit the Chief from conducting an alcohol or drug test on a Uniformed Staff member if that test is based on reasonable suspicion as outlined in the Department policy in effect at the time of this Agreement.

#### **Section 5. Confidentiality**

All records pertaining to drug or alcohol tests conducted under this Article shall be

maintained by the CITY and shall remain confidential except when disclosure is mandated by law or when such records are used in any disciplinary or legal proceeding.

## **Section 6. Assurance of Accurate Results**

a) Uniformed Staff members shall have the right to request that their urine samples shall be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility, and if requested by the Uniformed Staff member, will be maintained for the period of one year. Drug testing shall consist of a two-step procedure:

- (1) Initial screening test
- (2) Confirmation test

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

c) Each year the Drug Testing Program will be evaluated by a third party in accordance with the vendor agreement and 49 CFR §40.121.

## **Section 7. Education**

At the discretion of the Chief, mandatory educational programs regarding alcohol and drug use may be implemented for all Uniformed Staff members, and educational materials may be available to Uniformed Staff members, including department policies and relevant federal regulations referred to in this Agreement.

## **Section 8. Self-Disclosure, Treatment, and Alternative Discipline**

a) If a Uniformed Staff member self-discloses to the Chief that the Uniformed Staff member has used illegal drugs or controlled substances and seeks treatment for drug use, the Chief may use an alternative discipline procedure outlined in Article 16. For the Chief to use an alternative discipline procedure, any self-disclosure by a Uniformed Staff member must occur:

(1) Before the employee is notified of selection for random drug testing under Section 2 above;

(2) Before the employee is involved in an on the job injury or any motor vehicle accident that would require drug testing under Section 2 above; or

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

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

### **Section 9. Conflicts**

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

## **ARTICLE 15 PROTECTED RIGHTS OF UNIFORMED STAFF**

### **Section 1. Effect of Article**

The following provisions shall apply to the administrative investigation of alleged misconduct by ATCEMS Uniformed Staff and the process of administrative discipline. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this Agreement, this Article shall control.

### **Section 2. Definitions**

In this Article:

a) "Complaint" means any affidavit, administrative referral, or other document setting forth allegations or facts that may form the basis of future allegations of misconduct against a Uniformed Staff member and which serves as the basis for initiating an investigation.

b) "Complainant" means either a person claiming to be a witness to or a victim of misconduct by a Uniformed Staff member; or the Department designee in the case of an anonymous complaint or administrative referral.

c) "Disciplinary Action" means suspension, indefinite suspension, demotion in rank, reprimand, or any combination of those actions.

- d) "Investigation" means an inquiry into the alleged misconduct by a Uniformed Staff member that could result in disciplinary action.
- e) "Investigator" means any agent or employee of the municipality who is assigned to conduct an administrative investigation.
- f) "Statement" means any communication (oral or written) setting forth particulars or facts regarding the alleged misconduct under investigation.
- g) "Evidence" means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a "complaint".

### **Section 3. Access to Records by Uniformed Staff**

- a) Not less than forty-eight (48) hours before the Uniformed Staff member who is the subject of an investigation provides a statement to an investigator, the Uniformed Staff member shall be provided a copy of the complaint(s). The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation, not less than forty-eight (48) hours before the investigator begins the initial oral or written interview of the Uniformed Staff member, the investigator must inform the Uniformed Staff member in writing of the additional allegations being investigated. This subsection does not apply to an administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against a Uniformed Staff member for alleged misconduct.
- b) Before the Uniformed Staff member who is the subject of an investigation provides a statement to an investigator, the Uniformed Staff member and his representative(s) shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations if such recording is within the possession or control of the CITY, unless the material is confidential by law, or evidence from a pending criminal investigation.
- c) A Uniformed Staff member who is the subject of an investigation is entitled to a copy of his or her statement to the Office of Professional Conduct at the time the statement is finalized and signed by the Uniformed Staff member. The statement remains confidential in the hands of the Uniformed Staff member pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with counsel and/or ASSOCIATION representatives who are not involved in the investigation.
- d) Before the Uniformed Staff member who is the subject of an investigation provides a statement to an investigator, the Uniformed Staff member and his representative(s) shall be allowed to review the portions of any document(s) in which it is alleged or believed that the Uniformed Staff member provided false, incomplete, inconsistent, or conflicting information, or in which it is alleged that the Uniformed Staff member omitted information in violation of any law or Department policy.
- e) Before the Uniformed Staff member who is the subject of an investigation provides a statement to an investigator, the Uniformed Staff member and his representative(s) shall be

allowed to review any report, supplemental report or other statement recorded or written by the Uniformed Staff member, setting forth particulars or facts regarding the operative conduct which is the subject of the allegation(s).

f) Not less than forty-eight (48) hours before any administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against a Uniformed Staff member for alleged misconduct, the Uniformed Staff member and his representative shall be allowed up to five (5) hours to review any and all evidence gathered or obtained during the investigation, and not previously reviewed by the Uniformed Staff member. The evidence available for review shall include the Office of Professional Conduct summary, if any. Evidence does not include attorney client communications. Neither the Uniformed Staff member nor his representative will be permitted to make copies of any of the evidence reviewed.

g) Not less than forty-eight (48) hours before any administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against a Uniformed Staff member for alleged misconduct, the Department shall provide written notice of the alleged policy violations and the specific range of discipline being considered. In making the final decision as to discipline, if any, the Chief shall not be restricted to the alleged policy violations and/or the range of discipline provided pursuant to this subsection.

#### **Section 4. Confidentiality of Records and Misuse of Information**

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

a) Information provided or made available for review remains confidential in the hands of the Uniformed Staff member and the Uniformed Staff member's representative pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with counsel and/or ASSOCIATION representatives who are not involved in the investigation.

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

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

## **Section 5. Right to Representation**

A Uniformed Staff member who is the subject of an investigation or administrative inquiry shall have the right to be represented by either an attorney or an ASSOCIATION representative of the Uniformed Staff member's choice during an interview, provided the attorney or representative complies with the Office of Professional Conduct interview protocol. A Uniformed Staff member shall have the right to be represented by either an attorney or an ASSOCIATION representative of the Uniformed Staff member's choice during an administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action for alleged misconduct.

## **Section 6. Administrative Hearing to Determine Discipline**

When an administrative hearing is conducted for the purpose of determining whether the Department shall take administrative action against a Uniformed Staff member for alleged misconduct, the following procedures shall apply:

- a) The administrative hearing is not an evidentiary hearing, and the Uniformed Staff member does not have the right to present or cross-examine witnesses. It shall be optional for the Uniformed Staff member who is the subject of the investigation to attend and answer any questions at the hearing. For purposes of this Agreement and Chapter 143, it is expressly understood that no portion of the administrative hearing constitutes an "Investigation," and involvement in the hearing does not constitute being an "Investigator" as those terms are defined in this Article. If the Uniformed Staff member chooses not to attend or has determined that he/she will not answer any questions at the hearing, the Uniformed Staff member must give 24 hours-notice to the Department by filing the necessary waiver form.
- b) If the Uniformed Staff member attends, the Uniformed Staff member may audio tape the portions of the hearing in which the Uniformed Staff member is present.

## **Section 7. Violation of Uniformed Staff member's Rights**

If the Department or any investigator violates any of the provisions of this Article or of Section 143.312 of the Texas Local Government Code while conducting an investigation, the violation may be considered by the Civil Service Commission or a Hearing Examiner in any disciplinary appeal hearing if the violation substantially impaired the Uniformed Staff member's ability to defend against the allegations of misconduct.

## **Section 8. Non-disciplinary Corrective Action**

- a) Verbal counseling, written counseling, and written reprimands are not discipline, and are not subject to grievances or appeals as to the substance of the decisions made. A contract grievance may be pursued for violations of the process set forth in this Section. Written reprimands shall be initiated on a form which provides space for the Uniformed Staff member to respond and include his or her version of the event in dispute, which shall be completed and filed within 72 hours following delivery of the proposed written reprimand. That form shall be submitted by the initiating supervisor through the chain of command for review and action. There shall be no other requirement for advance notice of any proposed action. The form shall recite any instances of prior counseling or action, or if there are none, shall state the specific reasons justifying the present action without prior progressive corrective action. Written

reprimands shall be initiated by the Uniformed Staff member's immediate supervisor. The "immediate supervisor" is the one who had immediate supervisory responsibility over the Uniformed Staff member at the time of the incident. If a higher-ranking supervisor witnesses the violation, that higher ranking supervisor may direct the immediate supervisor to initiate a written reprimand after discussing the incident with the immediate supervisor.

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

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

## **ARTICLE 16**

### **DISCIPLINARY ACTIONS AND APPEALS**

#### **Section 1. Suspensions of Three (3) Days or Less**

It is understood that most Uniformed Staff members will make some errors during their career involving rule violations, including those who are good, professional Medics.

The parties agree that short disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment.

##### **a) Appealable and Non-Appealable Suspensions**

The parties agree that when a Uniformed Staff member is suspended for 1, 2, or 3 days, the Uniformed Staff member may choose one of two methods of dealing with the suspensions as listed below.

(1) **Suspensions that may not be appealed.** The Uniformed Staff member may choose to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The Uniformed Staff member must agree that there is no right to appeal if this method of suspension is chosen.

(2) **Suspensions that may be appealed.** The Uniformed Staff member may appeal the suspension to the Civil Service Commission or a third-party Hearing Examiner. If the Uniformed Staff member chooses to appeal the suspension, the Civil Service Commission or Hearing Officer's authority is limited to ruling on whether or

not the charges against the Uniformed Staff member are true or not true. If the Civil Service Commission or Hearing Examiner finds the charges to be true, there is no authority to mitigate the punishment. If the Civil Service Commission or Hearing Examiner finds the charges to be not true, the Uniformed Staff member shall be fully reinstated with no loss of pay or benefit.

**b) Costs on Appealable Suspensions**

In the event that a Uniformed Staff member appeals a 1-, 2-, or 3-day suspension to a Hearing Examiner, it is agreed that the losing party shall be responsible for all costs of the appeal, including the Hearing Examiner's fee, travel and lodging if necessary.

To facilitate such payment on the part of the Uniformed Staff member at the time of appeal the Uniformed Staff member shall submit a signed payroll deduction agreement that if the Hearing Examiner finds the charges to be true, the CITY is authorized to deduct up to one hundred dollars (\$100.00) per month from the Uniformed Staff member's regular pay, until such time as what would otherwise be the CITY'S portion of the costs have been satisfied.

**Section 2. Use of Leave during Suspension Period**

The Chief may, at his sole discretion in hardship cases, authorize use of the Uniformed Staff member's accumulated vacation leave to cover all or part of a temporary suspension. If the Uniformed Staff member uses vacation leave as authorized by this Agreement, the Uniformed Staff member waives all rights to appeal the suspension to the Civil Service Commission, a District Court or to a Hearing Examiner. It is also understood and agreed that if the Chief permits the use of vacation days for suspension, such days off shall be considered as equal punishment to traditional unpaid days of suspension. Vacation time used for purposes of this Article is not productive time. In no case will sick leave be substituted for unpaid days of suspension.

**Section 3. Agreed Temporary Suspensions of Sixteen (16) to Ninety (90) Days**

Either the Chief or the Uniformed Staff member facing discipline may offer to impose or accept a suspension without pay for a period from sixteen (16) to ninety (90) days. If the Uniformed Staff member accepts the mutually agreed suspension, the Uniformed Staff member may not appeal the suspension to the Civil Service Commission, a District Court or to a Hearing Examiner.

**Section 4. Scheduling of Indefinite Suspension Appeal**

If a Uniformed Staff member appeals an indefinite suspension to an Independent Third-Party Hearing Examiner, the parties will make a good faith effort to schedule the appeal of the indefinite suspension within 30-180 days of the date the Uniformed Staff member was indefinitely suspended.

**Section 5. Payment for Accrued Leave upon Indefinite Suspension**

A Uniformed Staff member who has been indefinitely suspended may, upon request, be paid in a lump sum all accrued vacation and accrued exception vacation that such



Uniformed Staff member would have been entitled to have the Uniformed Staff member retired or resigned in good standing.

If the indefinite suspension is overturned as a result of the appeal, the Civil Service Commission or a Hearing Examiner may restore such leave, but a total award of leave and back pay, if any, shall be offset by the amount paid to the Uniformed Staff member under Subsection a) above.

## **Section 6. Alternative Discipline by the Chief**

In considering appropriate disciplinary action the Chief may require that a Uniformed Staff member be evaluated by a qualified professional designated by the Chief. If that professional recommends a program of counseling and/or rehabilitation for the Uniformed Staff member, the Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, require that the Uniformed Staff member successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the Uniformed Staff member's off-duty time, unless the Chief approves the use of accrued vacation leave or sick leave. The Uniformed Staff member shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Uniformed Staff member's health insurance plan. If the Uniformed Staff member's misconduct involves alcohol-related behavior, the Chief may require that the Uniformed Staff member submit to mandatory alcohol testing, when ordered by the Chief, for a specified period of time. If, after entering the program of counseling and/or rehabilitation, the Uniformed Staff member fails or refuses to complete the program, the Uniformed Staff member may be indefinitely suspended. The Uniformed Staff member has the right to appeal to the Civil Service Commission or to a third-party Hearing Examiner any discipline imposed under this section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the Civil Service Commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143 but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Chief or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

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

In considering appropriate disciplinary action, the Chief may require that a Uniformed Staff member be evaluated by a qualified professional designated by the Chief. If that professional recommends a program of counseling and/or rehabilitation for the Uniformed Staff member, the Chief may offer the Uniformed Staff member the opportunity to enter into an alternative disciplinary agreement under which the Uniformed Staff member would accept a temporary suspension of up to ninety (90) days and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Chief. The program of counseling and/or rehabilitation will be completed on the Uniformed Staff member's off duty time, unless the Chief approves the use of accrued vacation leave or sick leave. The Uniformed Staff member shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the Uniformed Staff member's health insurance plan. If the Uniformed Staff member's misconduct involved alcohol related behavior, the Chief may require that the Uniformed Staff member submit to mandatory alcohol testing, when ordered by the Chief, for a

specified period of time. If the Uniformed Staff member accepts the opportunity for agreed alternative discipline, the Uniformed Staff member may not appeal the suspension or any terms of the Agreement to the Civil Service Commission, a District Court or to a Hearing Examiner. If the Uniformed Staff member fails to successfully complete the program of counseling and/or rehabilitation, the Uniformed Staff member may be indefinitely suspended without right of appeal.

#### **Section 8. Extending Disciplinary Deadline by Agreement**

a) A Uniformed Staff member and the Chief, or his/her designee, may agree to extend any statutory deadline for imposing discipline for a period not to exceed thirty (30) days. Either the Uniformed Staff member or the Chief may offer or request the extension. The agreement to extend the statutory deadlines shall be in writing and shall be signed by both the Uniformed Staff member and the Chief, or his/her designee.

b) Any disciplinary action taken by the Chief before the extended deadline shall be considered timely. An agreement to extend the deadline does not affect a Uniformed Staff member's right of appeal from the disciplinary action.

#### **Section 9. Hearing Examiner Provisions**

In order to be mutually accepted on the hearing examiners list, an individual must be impartial to the ASSOCIATION and the CITY, shall be a member of the American Arbitration Association (AAA), have formal training in presentation and evaluation of evidence, and have experience in deciding municipal employment issues.

#### **Section 10. Authority of the Commission or Hearing Examiner**

If a Uniformed Staff member appeals a suspension to the Commission or to an Independent Third-Party Hearing Examiner, the Commission or the Hearing Examiner shall decide whether the specific charges are true. If the charges against the Uniformed Staff member are found to be true, the Commission or Hearing Examiner may affirm, amend, modify, or reduce the period of disciplinary suspension. The Commission or Hearing Examiner may reduce an indefinite suspension to a temporary suspension up to and including the date of the Commission or Hearing Examiner's decision.

#### **Section 11. Procedures for Hearings before Civil Service Commission and Hearing Examiners**

It is expressly agreed that Civil Service Commission hearings and hearings before Hearing Examiners under 143.057 are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically, it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Civil Procedure (TRCP) apply to such hearings. If the Department calls a witness to testify during a hearing and that witness has given a statement to the Office of Professional Conduct regarding the pending case, then the Department will provide a copy of that statement to the Uniformed Staff member's counsel at the time the witness is called to testify.

#### **Section 12. Procedures before Hearing Examiners**

In any proceeding before a Hearing Examiner, the following procedures shall be followed:

- a) The Department may furnish the charge letter to the Hearing Examiner by delivering a copy to the AAA far enough in advance, so that the Hearing Examiner receives the copy at least five (5) days before the start of the hearing.
- b) The Uniformed Staff member may furnish a position statement to the Hearing Examiner by delivering copies to the AAA and to the Department's legal counsel far enough in advance, so that the Hearing Examiner and the Department's legal counsel receives the copies at least five (5) days before the start of the hearing.
- c) At the close of the presentation of evidence, the Hearing Examiner shall conduct a post-hearing conference with counsel for the Department and the Uniformed Staff member and advise counsel what issue(s) the Hearing Examiner wants covered in post-hearing briefs. This does not preclude either party from briefing anything not requested by the Hearing Examiner.
- d) Failure of the AAA to meet its obligations as set out in this Subsection does not jeopardize the hearing rights of either the CITY or the Uniformed Staff member.

### **Section 13. Access to Office of Professional Conduct (OPC) File**

If a Uniformed Staff member appeals a disciplinary action, and provides a written request, the CITY will provide to the Uniformed Staff member and his/her representative a copy of the unredacted OPC file within ten (10) business days of receiving the request. The file remains confidential in the hands of the Uniformed Staff member and his/her representative to the extent the release of such information is still protected from public disclosure by Local Government Code Section 143.089(g) or other law. Additionally, all individuals who have access by virtue of this AGREEMENT to OPC files or investigative information, including the information contained within the 143.089(g) files of Uniformed Staff members, shall be bound to the same extent as the Department and the City of Austin to comply with the confidentiality provisions of this Agreement, Chapter 143 of the Texas Local Government Code, and the Texas Public Information Act. All such individuals shall further be bound to the same extent as the Department and the City of Austin to respect the rights of individual Uniformed Staff members under the Texas Constitution and the Fourth, Fifth, and Fourteenth Amendments to the U.S. Constitution, including not revealing information contained in a compelled statement protected by the doctrine set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), and *Spevack v. Klein*, 385 U.S. 511 (1967). The Uniformed Staff member and his/her representative shall not be provided information contained within an OPC file that is made confidential by a law other than Chapter 143 of the Texas Local Government Code, such as records concerning juveniles, sexual assault victims, and individuals who have tested positive for HIV, or is evidence in a pending criminal investigation.

### **Section 14. Definition of Day**

In this Article "day" means normally scheduled work day. For example, for a 40-

hour employee a day means 8 hours. For a 42- or 48-hour employee, a day means 12 hours. Days of suspension need not be consecutive. Thus, for example, a suspension of three days or less for a 48-hour employee can be served non-consecutively over three 12-hour shifts. However, in no case can the Chief impose an involuntary disciplinary suspension that covers a total time period exceeding 15 calendar days. Agreed to temporary suspensions covering a period of 16-90 calendar days will be subject to the requirements of Section 3 of this Article.

#### **Section 15. Effect of Contract Expiration**

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

- a) Any investigation assigned a Case Number by the Office of Professional Conduct prior to the expiration of this Agreement;
- b) Any disciplinary decision by the Chief prior to the expiration of this Agreement; or
- c) Any appeals of such disciplinary action.

### **ARTICLE 17 SAVINGS CLAUSE**

#### **Section 1. Effect of Illegal Provision**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with 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 meet and confer negotiations are resumed.

### **ARTICLE 18 SIGNIFICANT SCHEDULE CHANGES**

#### **Section 1. Definitions**

In this Article:

- a) The term "Special Event(s)" means the following listed events only:
  - Mardi Gras
  - South by Southwest
  - Texas Relays
  - Halloween
  - F-1 Race

By agreement of the ASSOCIATION President and the City Manager, the list of special events may be changed during the life of this Agreement.

b) The term "significant schedule change" means a change to a Uniformed Staff member's regularly assigned duty-hours or days off initiated or approved by the Chief or his/her designee.

## **Section 2. Holdover Pay for Split Shifts**

Uniformed Staff members who are assigned split 24-hour shifts (e.g., 6am-6pm, 8pm-8am) will be compensated at their regular rate for all hours in-between, and the in-between time will be counted as hours worked for overtime purposes.

## **Section 3. Advance Notice of Significant Schedule Change**

a) It is recognized that Command Staff, through the authority of the Chief, retains the right to adjust work schedules, days off, and other similar conditions of employment within the Department.

Except for normal shift rotations, for significant schedule changes that are determined far enough in advance, the Department will provide a twenty-eight (28) calendar day notice to the affected employee. Advance notice of the assignment change may be waived by the Chief or his designee, if prior notice is not in the best interest of the Department or in any emergency situations. Advance notice of the assignment change may be waived by the employee. In the event of special hardship, an affected employee may appeal to the Chief for consideration of temporary scheduling or other adjustments to reduce or address personal hardships. The final decision to implement any schedule change, with or without notice, shall be retained by the Chief and is not subject to the grievance procedure set out in this Agreement.

## **Section 4. Advance Notice of Significant Schedule Changes for Special Events**

a) A Uniformed Staff member subjected to a significant schedule change to perform duties at a Special Event will be provided a twenty-eight (28) calendar-day notice of the schedule change. If such notice is not possible, the Uniformed Staff member will be granted 24 hours of Administrative Leave. Failure to utilize anypart of these hours by December 31st of the year accrued will result in forfeiture of the accrued Administrative Leave hours.

b) When the ASSOCIATION President knows or should know of the Department's failure to provide advance notice as required by this Section, the ASSOCIATION President shall promptly notify the Chief or his/her designee and the Labor Relations Office.

c) This Section shall not apply to:

(1) A significant schedule change caused, less than twenty-eight (28) days prior to the Special Event, by the need to back-fill for a Uniformed Staff member who had previously received the advanced notice, or who was otherwise scheduled for that Special Event, but who is not available for the assignment.

- (2) A significant schedule change caused, less than twenty-eight (28) days prior to the Special Event, by an unforeseen change in the schedule or scope of the Special Event.

#### **Section 5. Responsibility for Scheduling.**

Uniformed staff will be designated to supervise and oversee the creation and management of Uniformed Staff member schedules.

### **ARTICLE 19 AGREEMENT GRIEVANCE PROCEDURE**

#### **Section 1. Goals and Objectives**

The parties agree that they share the interest of resolving disputes with minimum confrontation. To this end, the parties will attempt to insure that disputes are identified and resolved through a process committed to mutual respect, open communication, and joint problem solving, and to informally resolve grievances where possible both prior to their filing and prior to arbitration.

#### **Section 2. Nature of Grievances**

As used in this Article, a "grievance" is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provision of this Agreement. A grievance may be filed under this procedure by the ASSOCIATION or by any individual Uniformed Staff member to whom this Agreement applies. A grievance which does not relate to the application and/or interpretation of any provision of this Agreement shall be processed in accordance with a procedure to be established in writing by the Chief. Grievances pending as of the effective date of this Agreement shall be processed under procedures in effect prior to the Agreement. Pending shall mean that the written grievance has been filed.

#### **Section 3. Timelines**

Any timeline or deadline provided in this Article may be extended by mutual written agreement of the parties involved at the particular step of the process where the timeline applies. If any timeline or deadline for a decision is missed by the CITY, the grievance automatically proceeds to the next step in the process. If any timeline or deadline for a decision is missed by the ASSOCIATION, the grievance is considered to be resolved and dismissed.

#### **Section 4. Steps of Grievance Procedure**

##### **Step 1**

##### **a) Filing of Grievance**

As used in this Article, a "grievant" means the ASSOCIATION President or an aggrieved Uniformed Staff member to whom this Agreement applies. A grievant who desires to file a grievance under this procedure must file his/her grievance with the Association Grievance Committee. A copy of the grievance shall be forwarded to the Chief, or designee, by the Association Grievance Committee within three (3) business days after receipt of the grievance.

**b) Response by Association Grievance Committee**

The Association Grievance Committee shall determine, in its sole discretion, if a valid grievance exists. If the Association Grievance Committee determines that the grievance is valid, the grievance shall proceed to Step 2 of this procedure. If the Association Grievance Committee determines that the grievance is not valid, the ASSOCIATION President will notify the Chief that no further proceedings are necessary.

**Step 2**

Any grievance found to be valid by the Association Grievance Committee shall be submitted to the Chief within forty-five (45) business days after the grievant knew of or should have known of the facts or event(s) giving rise to the grievance. Each grievance shall be submitted on a form agreed to by the parties and must include:

- a) A brief statement of the grievance and the facts or events upon which it is based, including the date when the grievant discovered such facts or events;
- b) The section(s) of the Agreement alleged to have been violated;
- c) The steps taken, if any, by the grievant to resolve the issue; and
- d) A proposed resolution of the grievance.

A grievance submitted in substantial compliance with this section shall not be denied on the basis of form. Within fifteen (15) business days after receipt of the Step 2 grievance, the Chief shall submit a written response to the Association Grievance Committee.

**Step 3**

If a grievance is not resolved at Step 2, the ASSOCIATION may within fifteen (15) business days after receipt of the Chief's Step 2 response, submit the grievance to arbitration in accordance with the provisions of this Agreement. The grievance arbitration procedure shall be implemented by the ASSOCIATION notifying the Chief in writing of its intent to submit the grievance to arbitration.

**Step 4**

The arbitration hearing will be scheduled by agreement at the earliest date possible, preferably within thirty (30) business days after submitting the grievance to arbitration. The arbitrator will be selected as agreed or under the AAA process.

The hearing shall be held at a location which is convenient for all parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the written grievance statement submitted by the Association Grievance Committee at Step 2. The arbitrator shall consider and decide only the issue(s) in the grievance statement or submitted in writing by agreement of the parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be provided to both parties within thirty (30) calendar days after close of the hearing, unless the parties mutually agree otherwise.

The parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The parties agree that neither the CITY nor the ASSOCIATION shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

Each party shall be responsible for its own expenses in preparing for and representing itself at arbitration. The fees of the arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. The written decision of the arbitrator may be appealed only on the grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction; that the decision was procured by fraud, collusion, or other unlawful means; or that the arbitrator's decision is based upon a clear and manifest error of law.

#### **Section 5. Election of Remedies**

It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies.

#### **Section 6. Statutory Appeals and Hearings**

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

### **ARTICLE 20 MANAGEMENT RIGHTS**

Subject to the terms and conditions of this Agreement, the CITY retains all inherent rights to manage the Department and its work force which it presently enjoys, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the determination of the size of the work force,



and the assignment of work to employees within the Department, including the right to transfer employees; the determination of policy affecting the selection of new employees; the right to establish the services and programs provided by the Department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurement and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

## **ARTICLE 21 WORK FURLONGHS**

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

This Article may be altered by agreement between the City Manager and the President of the ASSOCIATION.

## **ARTICLE 22 CONSOLIDATION OR MERGER WITH OTHER ENTITIES**

If the CITY proposes to merge the Austin Fire Department with the Austin-Travis County Emergency Medical Services Department during the life of this Agreement, the parties agree that the ASSOCIATION will be provided advance notice of such merger. Prior to the merger, the parties shall meet and confer on issues applicable to and directly resulting from the proposed merger. Should the parties fail to agree upon such issues the parties agree to utilize the services of a mediator for a period not to exceed 30 days to seek a mutual resolution.

## **ARTICLE 23 TERM OF AGREEMENT**

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

- a) This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made effective on any other date. It shall remain in full force and effect, subject to the provisions of this Agreement, until September 30, 2022.
- b) The provisions of this Agreement do not apply to any employee who separates from CITY employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

### **Section 2. Continuation during Negotiations**

If the parties are engaged in negotiations for a successor Agreement at the time this

Agreement expires, the ASSOCIATION'S and the CITY'S negotiating teams shall have the authority to extend this Agreement in increments of thirty (30) calendar days or less by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

### **Section 3. Effect of Termination**

In the event that a successor Agreement has not been ratified before the expiration date of this Agreement (the expiration date of September 30, 2022), all provisions of this Agreement, both economic and non-economic, shall expire and no longer be in full force and effect, except as to specific Articles or Sections hereof which provide that some or all of their terms will continue beyond expiration of this Agreement.

### **Section 4. Funding Obligations**

The CITY presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the CITY under this Agreement. All obligations of the CITY shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City of Austin cannot meet its funding obligations, as provided in the State Constitution, this entire Agreement becomes null and void.

In the event of any change in state law that modifies the City's budgetary and revenue authority, such that the City's anticipated revenues are impaired, the City Council shall have the authority to make proportionate adjustments to any additional costs in the relevant fiscal year of this agreement, after a full opportunity for the ASSOCIATION to address that action in a posted public meeting. Before making any such adjustments, the City will meet and confer with the ASSOCIATION concerning the manner in which such proportionate adjustments are to be effected. For the purposes of this Article, proportionate adjustment shall be in relation to the total reduction in tax rate availability from the immediately prior fiscal year.

## **ARTICLE 24 NOTICES**

### **Section 1. Association Notices**

Notices the ASSOCIATION is required to provide to the CITY under this Agreement or Chapter 143, unless specifically noted otherwise, will be provided in writing to the office of the Chief, the Labor Relations Office and the designated representative of the City Attorney's Office.

### **Section 2. City Notices**

Notices the CITY is required to provide to the ASSOCIATION under this Agreement or Chapter 143, unless specifically noted otherwise, will be provided in writing to the ASSOCIATION President's office and the ASSOCIATION'S designated attorney.

### **Section 3. Designation of Notice Recipients**

Within 10 calendar days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

#### **Section 4. Timeliness of Mail Notice**

A notice provided by mail will be deemed timely if addressed to the correct mailing addresses for the CITY or the ASSOCIATION and postmarked no later than the date such notice is due.

#### **Section 5. Adequacy of Email Notice**

Use of email communications under this paragraph shall be preceded by confirmed exchanges at the outset of the Agreement, from the sending to receiving servers, prior to using the email option for notices under this section. Each party agrees to provide notice of any change in email addresses of any designated recipient following the initial exchange of emails. In recognition of the fact that email systems are dependent on a number of technical factors, the parties agree to confirm the receipt of email notices by sending a "read receipt" to the other party or sending a brief acknowledgment of receipt. A notice sent by e-mail will be deemed timely if addressed to the correct e-mail addresses for the CITY or the ASSOCIATION and sent by 4:59 p.m. on the due date.

#### **Section 6. Notice of Address Changes**

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

### **ARTICLE 25. PRE-EMPTION OF CIVIL SERVICE AND OTHER PROVISIONS**

In this Agreement the parties agree to the following:

**"Conflict Preemption"** applies unless otherwise specified. Texas Local Gov't Code §142.160 authorizes the parties to alter a "state or local civil service provision" through collective bargaining. To the full extent authorized by §142.160, the parties agree that the provisions of this Agreement shall preempt those portions of any state statute, executive order, local ordinance, or rule with which they specifically conflict only to the extent of such conflict; remaining portions of such provisions will continue to govern the parties' actions.

**"Total Preemption"** applies only where specified. However, to the extent allowed by §142.160, the parties may totally preempt a state statute, executive order, local ordinance, or rule, by placing a provision in this Agreement that: (1) specifically states it is intended to "totally preempt" the law in question, and (2) specifically identifies the law(s) being totally preempted.