

made. A contract grievance may be pursued for violations of the process set forth in this section. Written reprimands shall be initiated on a form which provides space for the fire fighter to respond and include his or her version of the event in dispute, which shall be completed and filed within 72 hours following delivery of the proposed written reprimand. That form shall be submitted by the initiating supervisor through the chain of command for review and action. There shall be no other requirement for advance notice of any proposed action. The form shall recite any instances of prior counseling or action, or if there are none, shall state the specific reasons justifying the present action without prior progressive corrective action. Written reprimands shall be initiated by the fire fighter's immediate supervisor. The "immediate supervisor" is the one who had immediate supervisory responsibility over the fire fighter at the time of the incident. If a higher ranking department officer witnesses the violation, that officer may direct the supervisor to initiate a written reprimand after discussing the incident with the supervisor.

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

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

Section 11. Suspensions of Three (3) Days or Less

A. Appealable and Non-Appealable Suspensions

(1) It is understood that most fire fighters will make some errors during their career involving rule violations, including those who are good, professional fire fighters. 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.

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

(a) Suspensions that may not be appealed.

The fire fighter 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 fire fighter must agree that there is no right to appeal if this method of suspension is chosen.

(b) Suspensions that may be appealed.

The fire fighter may appeal the suspension to arbitration or the Civil Service Commission. If the fire fighter chooses to appeal the suspension, the arbitrator or Civil Service Commission's authority is limited to ruling on whether or not the charges against the fire fighter are true or not true. If the arbitrator or Civil Service Commission finds the charges to be true, there is no authority to mitigate the punishment. If the arbitrator or Civil Service Commission finds the charges to be not true, the fire fighter shall be fully reinstated with no loss of pay or benefit.

B. Arbitration Costs on Appealable Suspensions

(1) In the event that a fire fighter appeals a 1, 2 or 3 day suspension to arbitration, it is agreed that the party that loses the arbitration shall be responsible for all costs of the arbitrator, including travel and lodging if necessary.

(2) To facilitate such payment on the part of the fire fighter he/she shall submit, at the time of appeal, a signed payroll deduction agreement that if the arbitrator rules in favor of the City he/she authorizes up to one hundred dollars (\$100.00) per month to be deducted from his/her regular pay until such time as what would usually be the City's portion of the arbitrator's costs have been satisfied.

C. Reductions of Suspensions of Three (3) Days or Less to a Written Reprimand

The parties agree that temporary suspensions of 1, 2, or 3 days that were imposed on or after October 1, 2009, will be automatically reduced to a written reprimand under the following conditions:

- (1) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand two (2) years after the date the suspension was served on the fire fighter if the fire fighter does/did not have a sustained complaint for substantially similar conduct within two (2) years from the date the suspension was served on the fire fighter.
- (2) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand three (3) years after the date the suspension was served on the fire fighter if:
 - a. The fire fighter has been previously disciplined for substantially similar conduct, and;
 - b. The fire fighter does/did not have a sustained complaint for substantially similar conduct within the next three (3) years from the date the suspension was served on the fire fighter.

- (3) Any controversy over whether or not the prior conduct was substantially similar may be presented to an arbitrator under the other provisions of this Article.
- (4) Suspensions of 1, 2, or 3 days that are/were appealed to the Civil Service Commission or a Hearing Examiner are not eligible for reduction to a written reprimand under this Agreement.
- (5) Suspensions of 1, 2, or 3 days that are/were reduced to a written reprimand shall not be introduced, cited, or used in any manner in subsequent disciplinary suspensions or appeals as to that fire fighter, but the original disciplinary decision is not covered by this Section as to contentions of disparate discipline by other fire fighters.
- (6) If the conditions set forth in subparts (a) or (b) are met, the Department shall notify the Civil Service Commission in writing that the temporary suspension has been reduced to a written reprimand. The parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the Commission as required by Local Government Code 143.052(c).

PART C. EFFECT OF CONTRACT EXPIRATION.

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

- 1) any investigation assigned a "PSO Number" by the Professional Standards Office prior to the expiration of this Agreement;
- 2) any disciplinary decision by the Fire Chief prior to the expiration of this Agreement; and
- 3) any appeals of such disciplinary action.

PART D. PRE-EMPTION.

It is expressly understood and agreed that all provisions of this Article shall preempt any State statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Article and the procedures developed hereunder, including, but not limited to, any conflicting provisions of Local Government Code Chapter 143, Subchapters A and D, and more specifically, Local Government Code Sections 143.010 and 143.051-143.054.

ARTICLE 19
USE OF NON-CIVIL SERVICE EMPLOYEES

Section 1. Goals and Objectives.

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

Section 2. Fire Prevention.

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

Section 3. Fire Communications.

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

Section 4. Fire Photography.

Fire photography duties will be performed as follows: Non-Civil Service positions may be designated by a title such as "video tv production coordinator." However, such civilian employees will not be allowed to perform fire photography duties within the meaning of Local Gov't. Code § 143.003.

Section 5. Fire Administration.

Fire administration duties may be performed by non-Civil Service employees. The use of civilian and/or non civil service recruiters is authorized in Article 17.

Section 6. Public Relations Director.

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

Section 7. Intent.

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

**ARTICLE 20
GRIEVANCE PROCEDURE**

Section 1. Grievances.

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

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

(1) a brief statement of the grievance and the facts or events upon which it is based;

(2) the section(s) of the contract alleged to have been violated;

(3) the remedy or adjustment sought;

(4) the steps taken by the grievant to resolve the issue; and

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

Section 2. Procedure.

A. Step 1

The Association President or an employee who is aggrieved must file a grievance with the Association Grievance Committee within twenty (20) days of the date upon which the firefighter knew of or should have known of the facts or events giving rise to the grievance. A copy of the grievance shall be forwarded to the Fire Chief or his/her designee and the City's Labor Relations Office by the Association Grievance Committee within three (3) days of receipt of the grievance. The Association Grievance Committee shall within fifteen (15) days of receipt of the grievance, determine in its sole discretion, if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee and the City's Labor Relations Office that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the firefighter(s) by forwarding the written grievance to Step 2 of this procedure.

B. Step 2

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

(10) days of receipt of the grievance, submit his/her response in writing to the Association Grievance Committee.

C. Step 3

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

D. Step 4

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

- (a) Within thirty (30) days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and the City.
- (b) With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement.
- (c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or modify the present Agreement or to arbitrate away, in whole or in part, any provisions of the Agreement or amendments thereto.
- (d) The cost of the impartial arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- (e) Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing.

Section 3. Timelines and Calculation of Days.

For the purposes of this Article, a day is defined as a business day on which the City conducts normal business. In calculating deadlines, the day of the act, event or

default after which a period of time begins to run is not included. The last day of the period is included unless it is a weekend or City observed holiday. All time limits set forth in this Article may be extended by written mutual consent, but if not so extended they must be strictly observed. Failure of the Association or the grievant to comply with the time limits set forth will serve to declare the grievance settled, and no further action shall be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Association) may proceed to the next step.

Section 4. Election of Remedies.

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

Section 5. Statutory Appeals and Hearings.

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

**ARTICLE 21
PERSONNEL DEPLOYMENT EVALUATIONS**

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

**ARTICLE 22
HEALTH INSURANCE / PEHP**

Section 1. Health Insurance.

For the remainder of this Agreement, the City will continue to provide health insurance for fire fighters and their families. Fire fighters and their families shall pay no premium or component higher than any other City employee group and receive no benefit lower than any other City employee group.

Section 2. Post Employment Health Plan.

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

During the term of this Agreement, the City will continue to provide health insurance for retired fire fighters and their families pursuant to Chapter 175 of the Local Government Code. Retired fire fighters and their families shall pay no premium or component higher than any other City retiree group and receive no benefit lower than any other City retiree group.

**ARTICLE 23
FIRE CADETS**

Section 1. Status of Fire Cadets.

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

Section 2. Vacation and Sick Leave Accruals.

A. Accrual Rates. Fire Cadets will earn vacation and sick leave at the rate of entry level fire fighters during the time they are in Cadet Class.

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

Section 3. Bilingual Pay for Fire Cadets.

Fire Cadets will be given the opportunity to take a language proficiency examination during their Cadet class for any language for which Bilingual Translation Pay is available under Article 9 of this Agreement. Each Fire Cadet who passes the examination shall be entitled to begin receiving Bilingual Translation Pay at the first pay period after graduation from the Academy.

Section 4. Service Credit.

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

ARTICLE 24 DRUG TESTING

Section 1. Commitment to an Effective Drug Interdiction Program.

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

Section 2. Drug Testing.

(a) As used in this Article, "drug testing" means the compulsory production and submission of a urine sample by a fire fighter for chemical analysis to detect the presence of prohibited drug usage in connection with the post-accident and random testing processes set forth herein. Direct observation will not be included in the testing process.

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

(c) The prohibited substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. A positive test is defined as one where there is a quantifiable presence of one of the above prohibited substances in an amount that meets or exceeds the thresholds under CFR part 40.87.

Section 3. Post-Accident Drug Testing.

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

- (a) the accident results in a human fatality; or
- (b) an individual is transported for medical treatment away from the accident scene; or
- (c) any vehicle involved in the accident is towed from the accident scene; or
- (d) if the firefighter requests to be tested.

Section 4. Random Drug Testing.

All fire fighters at all ranks and the Fire Chief shall be subject to selection for mandatory testing for prohibited drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the City's expense. Each year, up to twenty-five percent (25%) of the number of fire fighters in the Department will be randomly tested. The random selection process will be conducted using a scientifically

valid method administered by a Third Party Administrator. Selections for random testing will be made for a defined period, no less frequently than monthly.

Section 5. Providing Sample for Testing.

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

(b) If the fire fighter is unable to provide at least 45ml of specimen on the first attempt, the provision under 49 CFR 40.193 shall be followed under the direction of the MRO.

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

Section 6. Assurance of Accurate Results.

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

1. Initial screening test.
2. Confirmation test.

(b) Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test. All positive test results will be reviewed by a Medical Review Officer who shall be selected by the testing laboratory. Fire fighters shall be provided with a notice of the result and may obtain a copy of the actual laboratory result upon request to the Department's Drug Testing Coordinator.

(c) A fire fighter who disputes the results of a drug test required under this Agreement may request that an additional test be conducted. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on a split sample that was provided by the fire fighter at the same time as the original sample. The fire fighter 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 fire fighter's request for a split sample test must be made to the Medical Review Officer within seventy-two (72) hours after the fire fighter 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 Fire Chief, to be the result of documentable facts that were beyond the control of the fire fighter. The cost of the second test will be paid by the fire fighter. If the result of the second sample test is negative, the Department will reimburse the fire fighter for the cost of the test.

(d) Each year the Drug Testing Program will be evaluated by a third party in accordance with the vendor agreement and CFR part 40.121.

Section 7. Confidentiality of Records.

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

Section 8. Testing on Reasonable Suspicion.

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

Section 9. Education.

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

Section 10. Self-Disclosure Prior to Testing Requirement.

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

- (1) before the fire fighter is notified of selection for random drug testing under Sections 4 or 5 above;
- (2) before the fire fighter is involved in any motor vehicle accident that would require drug testing under Section 3 above; or
- (3) before the occurrence of any event which forms the basis of the Fire Chief's decision to require a drug test based on reasonable suspicion that the fire fighter has violated the Department's rules, regulations, policies, or procedures.

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

Section 12. Conflicts.

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

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

During the term of this Agreement, it is understood and agreed that the provisions of this Agreement shall preempt the provisions of any state statute, executive order, local ordinance, or rule with which they specifically conflict, only to the extent of such conflict and, regardless of any subsequent amendment to such state statutes, executive orders, local ordinances, or rules. Examples of state statutes, ordinances, and rules which may be pre-empted by this Agreement include, without limitation, Civil Service statutes, City ordinances, Civil Service Rules, and Department policies and procedures.

**ARTICLE 26
ENTIRE AGREEMENT**

Section 1. Subjects Bargained.

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

Section 2. Amendment to the Agreement.

This Agreement may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 174.

**ARTICLE 27
MAINTENANCE OF STANDARDS**

Section 1. Scope of Article.

Subject to Section 2 below, all economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Austin Fire Department as to matters subject to mandatory bargaining under Local Government Code Chapter 174, and enjoyed by the firefighters of the bargaining unit as of the effective date of this

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

Section 2. Operational Needs of the Department.

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

**ARTICLE 28
SAVINGS CLAUSE**

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

**ARTICLE 29
NOTICES**

Section 1. Association Notices. Notices the Association is required to provide to the City under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing to the Fire Chief's office and the City's Labor Relations Office.

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

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

Section 4. Timeliness of Mail Notice. A notice provided by mail will be deemed timely if addressed to the correct mailing address for both the Fire Chief's office and the City's Labor Relations Office 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. Any system change by either party which would modify IT protocols, filters, or other technical configurations shall require a confirmed exchange again. A notice sent by e-mail will be deemed timely if addressed to the two correct e-mail addresses for the City or the Association and sent by 11:59 p.m. on the due date.

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

ARTICLE 30 TERMINATION OF AGREEMENT

Section 1. Term of Agreement.

(a) This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made retroactive. It shall remain in full force and effect until the 30th day of September, 2013.

(b) The provisions of this Agreement do not apply to any fire fighter who separates from City employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

Section 2. Continuation During Negotiations.

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

Section 3. Funding Obligations.

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

ARTICLE 31 MERGER WITH ATCEMS

If the City proposes to merge the Austin Fire Department with the Austin Travis County Emergency Medical Services during the life of this Agreement, the parties agree that the Association will be provided no less than 60 days advance notice and an opportunity to negotiate the mandatory subjects of bargaining applicable to and directly resulting from the addition of such employees to the bargaining unit, which bargaining

process shall be limited to 30 days unless extended by agreement. In the event the parties are unable after 30 days bargaining to reach agreement, they will resolve disputed issues under Texas Local Government Code Chapter 174.

ARTICLE 32 WORK FURLOUGHS

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

ARTICLE 33 LINE OF DUTY DEATHS

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

City of Austin Proposed Fire Pay Schedule FY 2009-10
APPENDIX A-1

40 Hour Week

GRADE		A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP		10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	21,641	23,542	25,566	27,924	27,947	27,971	29,385	29,408	29,431	30,917	30,940	30,963	32,520
14050	MO	3,751	4,081	4,431	4,840	4,844	4,848	5,093	5,097	5,101	5,359	5,363	5,367	5,637
F02	YR	45,014	48,968	53,177	58,083	58,131	58,179	61,121	61,169	61,217	64,308	64,356	64,404	67,842
FIRE SPECIALIST	HR			27,607	30,153	30,176	30,199	31,725	31,748	31,771	33,374	33,397	33,420	35,099
14025	MO			4,785	5,226	5,230	5,234	5,499	5,503	5,507	5,785	5,789	5,793	6,084
F06	YR			57,424	62,718	62,766	62,814	65,988	66,036	66,084	69,418	69,466	69,514	73,007
FIRE LIEUTENANT	HR					32,583	32,606	34,252	34,275	34,298	36,027	36,050	36,074	37,885
14020	MO					5,648	5,652	5,937	5,941	5,945	6,245	6,249	6,253	6,567
F08	YR					67,772	67,820	71,244	71,292	71,340	74,937	74,985	75,033	78,801
FIRE CAPTAIN	HR							36,981	37,004	37,027	38,893	38,916	38,939	40,894
13995	MO							6,410	6,414	6,418	6,741	6,745	6,749	7,088
F09	YR							76,921	76,969	77,017	80,897	80,945	80,993	85,059
FIRE BATTALION CHIEF	HR									40,343	42,375	42,398	42,421	44,549
13985	MO									6,993	7,345	7,349	7,353	7,722
F10	YR									83,913	88,139	88,187	88,235	92,693
FIRE DIVISION CHIEF	HR									43,556	45,748	45,771	45,794	48,091
14015	MO									7,550	7,930	7,934	7,938	8,336
F11	YR									90,596	95,156	95,204	95,252	100,030
GRADE		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP		140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	32,543	32,566	34,204	34,227	34,250	35,964	35,987	36,010	37,810	37,834	37,857	37,880	37,903
14050	MO	5,641	5,645	5,929	5,933	5,937	6,234	6,238	6,242	6,554	6,558	6,562	6,566	6,570
F02	YR	87,690	87,738	91,144	91,192	91,240	94,805	94,853	94,901	98,648	98,694	98,742	98,790	98,838
FIRE SPECIALIST	HR	35,122	35,146	36,912	36,935	36,958	38,808	38,831	38,854	40,797	40,820	40,843	40,866	40,889
14025	MO	6,068	6,082	6,398	6,402	6,406	6,727	6,731	6,735	7,071	7,075	7,079	7,083	7,087
F06	YR	73,055	73,103	76,778	76,826	76,874	80,720	80,768	80,816	84,857	84,905	84,953	85,001	85,049
FIRE LIEUTENANT	HR	37,908	37,931	39,838	39,861	39,884	41,879	41,902	41,925	44,021	44,045	44,068	44,091	44,114
14020	MO	6,571	6,575	6,905	6,909	6,913	7,259	7,263	7,267	7,630	7,634	7,638	7,642	7,646
F08	YR	78,848	78,897	82,862	82,910	82,958	87,108	87,156	87,204	91,565	91,613	91,661	91,709	91,757
FIRE CAPTAIN	HR	40,917	40,940	42,997	43,020	43,043	45,196	45,219	45,242	47,504	47,528	47,551	47,574	47,597
13995	MO	7,092	7,096	7,453	7,457	7,461	7,834	7,838	7,842	8,234	8,238	8,242	8,246	8,250
F09	YR	85,107	85,155	89,434	89,482	89,530	94,008	94,056	94,104	98,809	98,857	98,905	98,953	99,001
FIRE BATTALION CHIEF	HR	44,572	44,596	46,835	46,859	46,882	49,226	49,250	49,273	51,736	51,759	51,782	51,805	51,829
13985	MO	7,726	7,730	8,118	8,122	8,126	8,533	8,537	8,541	8,968	8,972	8,976	8,980	8,984
F10	YR	92,711	92,759	97,416	97,468	97,514	102,391	102,439	102,487	107,611	107,659	107,707	107,755	107,803
FIRE DIVISION CHIEF	HR	48,114	48,137	50,556	50,578	50,601	53,131	53,154	53,177	55,836	55,859	55,883	55,906	55,929
14015	MO	8,340	8,344	8,783	8,787	8,771	9,209	9,213	9,217	9,678	9,682	9,686	9,690	9,694
F11	YR	100,078	100,126	105,154	105,202	105,250	110,513	110,561	110,609	116,140	116,188	116,236	116,284	116,332

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

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

Note: Month & Annual Pay Rates are approximations due to statistical rounding. Longevity pay is included in hourly rate.

Year 1: 0% Increase

City of Austin Proposed Fire Pay Schedule FY 2009-10

APPENDIX A-1

53 Hour Week

GRADE		A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP		10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	16,333	17,768	19,295	21,075	21,092	21,110	22,178	22,195	22,212	23,334	23,351	23,369	24,543
14050	MO	3,751	4,081	4,431	4,840	4,844	4,848	5,093	5,097	5,101	5,359	5,363	5,367	5,637
F02	YR	45,014	48,968	53,177	58,083	58,131	58,179	61,121	61,169	61,217	64,308	64,356	64,404	67,642
FIRE SPECIALIST	HR			20,838	22,757	22,774	22,792	23,943	23,961	23,978	25,188	25,205	25,223	26,490
14025	MO			4,785	5,228	5,230	5,234	5,499	5,503	5,507	5,785	5,789	5,793	6,084
F06	YR			57,424	62,718	62,768	62,814	65,388	65,436	65,484	69,418	69,466	69,514	73,007
FIRE LIEUTENANT	HR					24,591	24,608	25,861	25,868	25,885	27,191	27,208	27,225	28,593
14020	MO					5,648	5,652	5,337	5,341	5,345	6,245	6,249	6,253	6,667
F08	YR					67,772	67,820	71,244	71,292	71,340	74,937	74,985	75,033	78,901
FIRE CAPTAIN	HR							27,910	27,928	27,945	29,353	29,371	29,388	30,863
13995	MO							6,410	6,414	6,418	6,741	6,745	6,749	7,088
F09	YR							70,921	70,969	71,017	80,897	80,945	80,993	85,059
FIRE BATTALION CHIEF	HR									30,448	31,981	31,998	32,015	33,622
13985	MO									6,993	7,345	7,349	7,353	7,722
F10	YR									83,913	86,139	86,187	86,235	92,663
FIRE DIVISION CHIEF	HR									32,872	34,527	34,544	34,562	36,295
14015	MO									7,650	7,930	7,934	7,938	8,338
F11	YR									90,596	95,158	95,204	95,252	100,030
GRADE		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP		140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	24,561	24,578	25,814	25,832	25,849	27,143	27,160	27,177	28,536	28,554	28,571	28,588	28,606
14050	MO	5,641	5,645	5,929	5,933	5,937	6,234	6,238	6,242	6,554	6,558	6,562	6,566	6,570
F02	YR	67,690	67,738	71,144	71,192	71,240	74,805	74,853	74,901	78,646	78,694	78,742	78,790	78,838
FIRE SPECIALIST	HR	26,508	26,525	27,858	27,876	27,893	29,289	29,306	29,324	30,790	30,807	30,825	30,842	30,860
14025	MO	6,088	6,092	6,398	6,402	6,406	6,727	6,731	6,735	7,071	7,075	7,079	7,083	7,087
F06	YR	73,055	73,103	76,778	76,826	76,874	80,720	80,768	80,816	84,857	84,905	84,953	85,001	85,049
FIRE LIEUTENANT	HR	28,610	28,627	30,066	30,084	30,101	31,607	31,624	31,642	33,224	33,241	33,259	33,276	33,293
14020	MO	6,571	6,575	6,905	6,909	6,913	7,259	7,263	7,267	7,830	7,834	7,838	7,842	7,846
F08	YR	78,849	78,897	82,862	82,910	82,958	87,108	87,156	87,204	91,565	91,613	91,661	91,709	91,757
FIRE CAPTAIN	HR	30,881	30,898	32,450	32,468	32,485	34,110	34,128	34,145	36,852	36,870	36,887	36,905	36,922
13995	MO	7,092	7,096	7,453	7,457	7,461	7,834	7,838	7,842	8,234	8,238	8,242	8,246	8,250
F09	YR	85,107	85,155	89,434	89,482	89,530	94,008	94,056	94,104	98,809	98,857	98,905	98,953	99,001
FIRE BATTALION CHIEF	HR	33,640	33,657	35,348	35,365	35,382	37,152	37,169	37,187	39,046	39,064	39,081	39,098	39,116
13985	MO	7,726	7,730	8,118	8,122	8,126	8,533	8,537	8,541	8,968	8,972	8,976	8,980	8,984
F10	YR	92,711	92,759	97,418	97,466	97,514	102,391	102,439	102,487	107,611	107,659	107,707	107,755	107,803
FIRE DIVISION CHIEF	HR	38,313	38,330	38,154	38,172	38,189	40,099	40,117	40,134	42,141	42,158	42,175	42,193	42,210
14015	MO	8,340	8,344	8,763	8,767	8,771	9,209	9,213	9,217	9,878	9,882	9,886	9,890	9,894
F11	YR	100,078	100,126	105,154	105,202	105,250	110,513	110,561	110,609	116,140	116,188	116,236	116,284	116,332

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

Step Structure: 5% step increase at years 8, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.

Note: Month & Annual Pay Rates are approximations due to statistical rounding. Longevity pay is included in hourly rate.

Year 1: 0% Increase

City of Austin Proposed Fire Pay Schedule - FY 2010-11
APPENDIX A-2

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIRE FIGHTER	HR		22,291	24,226	26,265	28,691	28,691	28,691	30,124	30,124	30,124	31,631	31,631	31,631	33,210
14050	MO		3,864	4,199	4,556	4,973	4,973	4,973	5,222	5,222	5,222	5,483	5,483	5,483	5,756
F02	YR		46,384	50,387	54,873	59,677	59,677	59,677	62,658	62,658	62,658	65,792	65,792	65,792	69,078
FIRE SPECIALIST	HR				28,388	30,988	30,988	30,988	32,534	32,534	32,534	34,161	34,161	34,161	35,867
14025	MO				4,921	5,371	5,371	5,371	5,639	5,639	5,639	5,921	5,921	5,921	6,217
F06	YR				59,047	64,451	64,451	64,451	67,671	67,671	67,671	71,066	71,066	71,066	74,804
FIRE LIEUTENANT	HR						33,465	33,465	35,137	35,137	35,137	36,894	36,894	36,894	38,737
14020	MO						5,301	5,801	6,090	6,090	6,090	6,395	6,395	6,395	6,714
F08	YR						69,507	69,607	73,085	73,085	73,085	76,740	76,740	76,740	80,572
FIRE CAPTAIN	HR								37,948	37,948	37,948	39,846	39,846	39,846	41,835
13995	MO								6,578	6,578	6,578	6,907	6,907	6,907	7,261
F09	YR								78,931	78,931	78,931	82,879	82,879	82,879	87,018
FIRE BATTALION CHIEF	HR										41,383	43,432	43,432	43,432	45,601
13985	MO										7,170	7,528	7,528	7,528	7,904
F10	YR										88,035	90,339	90,339	90,339	94,849
FIRE DIVISION CHIEF	HR										44,672	46,907	46,907	46,907	49,249
14015	MO										7,743	8,130	8,130	8,130	8,536
F11	YR										92,918	97,666	97,666	97,666	102,437
		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIRE FIGHTER	HR		33,210	33,210	34,873	34,873	34,873	36,615	36,615	36,615	38,446	38,446	38,446	38,446	38,446
14050	MO		6,768	6,768	6,046	6,046	6,046	6,347	6,347	6,347	6,664	6,664	6,664	6,664	6,664
F02	YR		69,078	69,078	72,536	72,536	72,536	76,159	76,159	76,159	79,987	79,987	79,987	79,987	79,987
FIRE SPECIALIST	HR		36,867	36,867	37,683	37,683	37,683	39,544	39,544	39,544	41,521	41,521	41,521	41,521	41,521
14025	MO		6,217	6,217	6,528	6,528	6,528	6,854	6,854	6,854	7,197	7,197	7,197	7,197	7,197
F06	YR		74,604	74,604	78,339	78,339	78,339	82,262	82,262	82,262	86,364	86,364	86,364	86,364	86,364
FIRE LIEUTENANT	HR		38,737	38,737	40,676	40,676	40,676	42,708	42,708	42,708	44,843	44,843	44,843	44,843	44,843
14020	MO		6,714	6,714	7,061	7,061	7,061	7,403	7,403	7,403	7,773	7,773	7,773	7,773	7,773
F08	YR		80,572	80,572	84,606	84,606	84,606	88,832	88,832	88,832	93,273	93,273	93,273	93,273	93,273
FIRE CAPTAIN	HR		41,835	41,835	43,930	43,930	43,930	46,124	46,124	46,124	48,430	48,430	48,430	48,430	48,430
13995	MO		7,261	7,261	7,815	7,615	7,615	7,996	7,996	7,996	8,395	8,395	8,395	8,395	8,395
F09	YR		87,018	87,018	91,375	91,375	91,375	95,938	95,938	95,938	100,735	100,735	100,735	100,735	100,735
FIRE BATTALION CHIEF	HR		45,601	45,601	47,884	47,884	47,884	50,276	50,276	50,276	52,789	52,789	52,789	52,789	52,789
13985	MO		7,904	7,904	8,300	8,300	8,300	8,714	8,714	8,714	9,150	9,150	9,150	9,150	9,150
F10	YR		94,849	94,849	99,596	99,596	99,596	104,573	104,573	104,573	109,801	109,801	109,801	109,801	109,801
FIRE DIVISION CHIEF	HR		49,249	49,249	51,716	51,716	51,716	54,297	54,297	54,297	57,012	57,012	57,012	57,012	57,012
14015	MO		8,536	8,536	8,964	8,964	8,964	9,412	9,412	9,412	9,882	9,882	9,882	9,882	9,882
F11	YR		102,437	102,437	107,567	107,567	107,567	112,939	112,939	112,939	118,586	118,586	118,586	118,586	118,586

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%
 Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.
 Note: Month & Annual Pay Rates are approximations due to statistical rounding.
 Year 2: 3.0% increase effective first pay period FY 2010-11. Longevity has been removed from hourly rates and will be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the firefighter's anniversary date.

City of Austin Proposed Fire Pay Schedule - FY 2010-11

APPENDIX A-2

53 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	16,822	18,283	19,838	21,553	21,653	21,853	22,735	22,735	22,735	23,872	23,872	25,054
T4050	MO	3,854	4,199	4,558	4,973	4,973	4,973	5,222	5,222	5,222	5,483	5,483	5,756
F02	YR	46,364	50,387	54,673	59,677	59,677	59,677	62,658	62,658	62,658	65,792	65,792	69,078
FIRE SPECIALIST	HR			21,425	23,386	23,386	23,386	24,554	24,554	24,654	25,782	25,782	27,070
T4025	MO			4,921	5,371	5,371	5,371	5,639	5,639	5,639	5,921	5,921	6,217
F06	YR			59,047	64,451	64,451	64,451	67,671	67,671	67,671	71,058	71,058	74,804
FIRE LIEUTENANT	HR					25,257	25,257	26,518	26,518	26,518	27,845	27,845	29,235
T4020	MO					5,801	5,801	6,090	6,090	6,090	6,395	6,395	6,714
F08	YR					69,607	69,607	73,085	73,085	73,085	76,740	76,740	80,572
FIRE CAPTAIN	HR							28,640	28,640	28,640	30,072	30,072	31,574
T3995	MO							6,578	6,578	6,578	6,907	6,907	7,251
F09	YR							78,931	78,931	78,931	82,879	82,879	87,018
FIRE BATTALION CHIEF	HR									31,217	32,779	32,779	34,416
T3985	MO									7,170	7,528	7,528	7,904
F10	YR									88,036	90,339	90,339	94,849
FIRE DIVISION CHIEF	HR									33,715	35,401	35,401	37,169
T4015	MO									7,743	8,130	8,130	8,538
F11	YR									92,918	97,568	97,568	102,437
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	250
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	25,064	25,064	26,319	26,319	26,319	27,634	27,634	27,634	29,016	29,016	29,016	29,016
T4050	MO	5,756	5,756	6,045	6,045	6,045	6,347	6,347	6,347	6,664	6,664	6,664	6,664
F02	YR	69,078	69,078	72,536	72,536	72,536	76,159	76,159	76,159	79,967	79,967	79,967	79,967
FIRE SPECIALIST	HR	27,070	27,070	28,425	28,425	28,425	29,845	29,845	29,845	31,337	31,337	31,337	31,337
T4025	MO	6,217	6,217	6,528	6,528	6,528	6,854	6,854	6,854	7,197	7,197	7,197	7,197
F06	YR	74,604	74,604	78,339	78,339	78,339	82,252	82,252	82,252	86,364	86,364	86,364	86,364
FIRE LIEUTENANT	HR	29,235	29,235	30,699	30,699	30,699	32,232	32,232	32,232	33,844	33,844	33,844	33,844
T4020	MO	6,714	6,714	7,051	7,051	7,051	7,403	7,403	7,403	7,773	7,773	7,773	7,773
F08	YR	80,572	80,572	84,606	84,606	84,606	88,832	88,832	88,832	93,273	93,273	93,273	93,273
FIRE CAPTAIN	HR	31,574	31,574	33,155	33,155	33,155	34,811	34,811	34,811	36,551	36,551	36,551	36,551
T3995	MO	7,251	7,251	7,615	7,615	7,615	7,995	7,995	7,995	8,395	8,395	8,395	8,395
F09	YR	87,018	87,018	91,375	91,375	91,375	95,938	95,938	95,938	100,735	100,735	100,735	100,735
FIRE BATTALION CHIEF	HR	34,416	34,416	36,139	36,139	36,139	37,944	37,944	37,944	39,841	39,841	39,841	39,841
T3985	MO	7,904	7,904	8,300	8,300	8,300	8,714	8,714	8,714	9,150	9,150	9,150	9,150
F10	YR	94,849	94,849	99,599	99,599	99,599	104,573	104,573	104,573	109,801	109,801	109,801	109,801
FIRE DIVISION CHIEF	HR	37,169	37,169	39,030	39,030	39,030	40,979	40,979	40,979	43,028	43,028	43,028	43,028
T4015	MO	8,536	8,536	8,964	8,964	8,964	9,412	9,412	9,412	9,882	9,882	9,882	9,882
F11	YR	102,437	102,437	107,567	107,567	107,567	112,939	112,939	112,939	118,586	118,586	118,586	118,586

Rank Differentials: All rank differential are 6% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%.

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

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

Year 2: 3.0% increase effective first pay period FY 2010-11. Longevity has been removed from hourly rates and will be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the firefighter's anniversary date.

City of Austin Proposed Fire Pay Schedule - Draft FY 2011-12
APPENDIX A-3

40 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	22,959	24,951	27,074	29,552	29,552	29,552	31,028	31,028	31,028	32,580	32,580	34,207
14050	MO	3,980	4,320	4,893	5,122	5,122	5,122	5,378	5,378	5,378	5,647	5,647	5,929
F02	YR	47,765	51,890	56,314	61,457	61,457	61,457	64,538	64,538	64,538	67,766	67,766	71,150
FIRE SPECIALIST	HR			29,240	31,916	31,916	31,916	33,510	33,510	33,510	35,188	35,188	36,943
14025	MO			5,068	5,532	5,532	5,532	5,808	5,808	5,808	6,099	6,099	6,403
F08	YR			60,819	66,384	66,384	66,384	69,701	69,701	69,701	73,187	73,187	76,842
FIRE LIEUTENANT	HR					34,469	34,469	36,191	36,191	36,191	38,001	38,001	39,899
14020	MO					5,975	5,975	6,273	6,273	6,273	6,587	6,587	6,916
F05	YR					71,695	71,695	75,277	75,277	75,277	79,042	79,042	82,989
FIRE CAPTAIN	HR							39,080	39,080	39,080	41,041	41,041	43,091
13995	MO							6,775	6,775	6,775	7,114	7,114	7,469
F09	YR							81,299	81,299	81,299	85,366	85,366	89,626
FIRE BATTALION CHIEF	HR									42,604	44,735	44,735	46,969
13985	MO									7,385	7,754	7,754	8,141
F10	YR									88,616	93,049	93,049	97,895
FIRE DIVISION CHIEF	HR									46,012	48,314	48,314	50,726
14015	MO									7,975	8,374	8,374	8,793
F11	YR									95,708	100,493	100,493	105,510
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	34,207	34,207	35,919	35,919	35,919	37,713	37,713	37,713	39,699	39,599	39,599	39,599
14060	MO	5,929	5,929	6,226	6,226	6,226	6,537	6,537	6,537	6,864	6,864	6,864	6,864
F02	YR	71,150	71,150	74,712	74,712	74,712	78,444	78,444	78,444	82,365	82,365	82,365	82,365
FIRE SPECIALIST	HR	36,943	36,943	38,793	38,793	38,793	40,730	40,730	40,730	42,767	42,767	42,767	42,767
14025	MO	6,403	6,403	6,724	6,724	6,724	7,060	7,060	7,060	7,413	7,413	7,413	7,413
F08	YR	76,842	76,842	80,689	80,689	80,689	84,719	84,719	84,719	88,955	88,955	88,955	88,955
FIRE LIEUTENANT	HR	39,899	39,899	41,896	41,896	41,896	43,989	43,989	43,989	46,188	46,188	46,188	46,188
14020	MO	6,916	6,916	7,262	7,262	7,262	7,625	7,625	7,625	8,006	8,006	8,006	8,006
F05	YR	82,989	82,989	87,145	87,145	87,145	91,497	91,497	91,497	96,072	96,072	96,072	96,072
FIRE CAPTAIN	HR	43,091	43,091	45,248	45,248	45,248	47,508	47,508	47,508	49,883	49,883	49,883	49,883
13995	MO	7,469	7,469	7,843	7,843	7,843	8,235	8,235	8,235	8,646	8,646	8,646	8,646
F09	YR	89,626	89,626	94,116	94,116	94,116	98,817	98,817	98,817	103,757	103,757	103,757	103,757
FIRE BATTALION CHIEF	HR	46,969	46,969	49,321	49,321	49,321	51,784	51,784	51,784	54,373	54,373	54,373	54,373
13985	MO	8,141	8,141	8,549	8,549	8,549	8,976	8,976	8,976	9,425	9,425	9,425	9,425
F10	YR	97,895	97,895	102,587	102,587	102,587	107,710	107,710	107,710	113,095	113,095	113,095	113,095
FIRE DIVISION CHIEF	HR	50,726	50,726	53,266	53,266	53,266	55,926	55,926	55,926	58,723	58,723	58,723	58,723
14015	MO	8,793	8,793	9,233	9,233	9,233	9,694	9,694	9,694	10,179	10,179	10,179	10,179
F11	YR	105,510	105,510	110,794	110,794	110,794	116,327	116,327	116,327	122,143	122,143	122,143	122,143

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.
Note: Month & Annual Pay Rates are approximations due to statistical rounding.
Year 3: 3.0% effective first pay period FY 2011-12.

City of Austin Proposed Fire Pay Schedule - Draft FY 2011-12
APPENDIX A-3

53 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	17,328	18,831	20,433	22,303	22,303	23,417	23,417	23,417	24,589	24,589	24,589	25,816
14050	MO	3,980	4,325	4,693	5,122	5,122	5,378	5,378	5,378	5,647	5,647	5,647	5,929
F02	YR	47,755	51,899	56,314	61,407	61,467	64,538	64,538	64,538	67,768	67,768	67,768	71,150
FIRE SPECIALIST	HR			22,088	24,087	24,087	25,291	25,291	25,291	26,555	26,555	26,555	27,882
14025	MO			5,068	5,532	5,532	5,808	5,808	5,808	6,099	6,099	6,099	6,403
F06	YR			60,819	66,384	66,384	69,701	69,701	69,701	73,187	73,187	73,187	76,842
FIRE LIEUTENANT	HR				26,014	26,014	27,314	27,314	27,314	28,680	28,680	28,680	30,112
14020	MO				5,975	5,975	6,273	6,273	6,273	6,587	6,587	6,587	6,916
F08	YR				71,695	71,695	75,277	75,277	75,277	79,042	79,042	79,042	82,889
FIRE CAPTAIN	HR						29,499	29,499	29,499	30,975	30,975	30,975	32,521
13995	MO						6,775	6,775	6,775	7,114	7,114	7,114	7,469
F09	YR						81,289	81,289	81,289	85,368	85,368	85,368	89,628
FIRE BATTALION CHIEF	HR								32,154	33,762	33,762	33,762	35,448
13985	MO								7,365	7,764	7,764	7,764	8,141
F10	YR								88,616	93,049	93,049	93,049	97,395
FIRE DIVISION CHIEF	HR								34,726	36,483	36,483	36,483	38,284
14015	MO								7,975	8,374	8,374	8,374	8,793
F11	YR								95,708	100,493	100,493	100,493	105,510
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	25,816	25,816	27,109	27,109	27,109	28,463	28,463	28,463	29,886	29,886	29,886	29,886
14050	MO	5,929	5,929	6,226	6,226	6,226	6,537	6,537	6,537	6,864	6,864	6,864	6,864
F02	YR	71,150	71,150	74,712	74,712	74,712	78,444	78,444	78,444	82,368	82,368	82,368	82,368
FIRE SPECIALIST	HR	27,882	27,882	29,278	29,278	29,278	30,740	30,740	30,740	32,277	32,277	32,277	32,277
14025	MO	5,403	6,403	6,724	6,724	6,724	7,060	7,060	7,060	7,413	7,413	7,413	7,413
F06	YR	76,842	76,842	80,688	80,688	80,688	84,719	84,719	84,719	88,955	88,955	88,955	88,955
FIRE LIEUTENANT	HR	30,112	30,112	31,620	31,620	31,620	33,199	33,199	33,199	34,850	34,850	34,850	34,850
14020	MO	6,916	6,916	7,262	7,262	7,262	7,625	7,625	7,625	8,006	8,006	8,006	8,006
F08	YR	82,989	82,989	87,145	87,145	87,145	91,497	91,497	91,497	96,072	96,072	96,072	96,072
FIRE CAPTAIN	HR	32,521	32,521	34,150	34,150	34,150	35,855	35,855	35,855	37,648	37,648	37,648	37,648
13995	MO	7,469	7,469	7,843	7,843	7,843	8,235	8,235	8,235	8,646	8,646	8,646	8,646
F09	YR	89,628	89,628	94,115	94,115	94,115	98,817	98,817	98,817	103,767	103,767	103,767	103,767
FIRE BATTALION CHIEF	HR	35,448	35,448	37,223	37,223	37,223	39,082	39,082	39,082	41,036	41,036	41,036	41,036
13985	MO	8,141	8,141	8,549	8,549	8,549	8,976	8,976	8,976	9,425	9,425	9,425	9,425
F10	YR	97,695	97,695	102,587	102,587	102,587	107,710	107,710	107,710	113,095	113,095	113,095	113,095
FIRE DIVISION CHIEF	HR	38,284	38,284	40,201	40,201	40,201	42,209	42,209	42,209	44,319	44,319	44,319	44,319
14015	MO	8,793	8,793	9,233	9,233	9,233	9,694	9,694	9,694	10,179	10,179	10,179	10,179
F11	YR	105,510	105,510	110,794	110,794	110,794	116,327	116,327	116,327	122,143	122,143	122,143	122,143

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

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

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

Year 3, 3.0% effective first pay period FY 2011-12.

City of Austin Proposed Fire Pay Schedule - Draft FY 2012-13

APPENDIX A-4

40 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	23,648	25,700	27,888	30,438	30,438	31,959	31,959	31,959	33,557	33,557	33,557	35,233
14050	MO	4,099	4,455	4,834	5,276	5,276	5,540	5,540	5,540	5,817	5,817	5,817	6,107
F02	YR	48,188	53,456	58,003	63,311	63,311	66,474	66,474	66,474	69,799	69,799	69,799	73,284
FIRE SPECIALIST	HR			30,117	32,873	32,873	34,515	34,515	34,515	36,242	36,242	36,242	38,051
14025	MO			5,220	5,698	5,698	5,983	5,983	5,983	6,282	6,282	6,282	6,596
F06	YR			62,843	68,376	68,376	71,792	71,792	71,792	75,383	75,383	75,383	79,147
FIRE LIEUTENANT	HR				35,503	35,503	37,277	37,277	37,277	39,141	39,141	39,141	41,096
14020	MO				6,154	6,154	6,461	6,461	6,461	6,784	6,784	6,784	7,123
F08	YR				73,846	73,846	77,536	77,536	77,536	81,414	81,414	81,414	85,479
FIRE CAPTAIN	HR						40,259	40,259	40,259	42,272	42,272	42,272	44,383
13995	MO						6,978	6,978	6,978	7,327	7,327	7,327	7,693
F09	YR						83,738	83,738	83,738	87,927	87,927	87,927	92,317
FIRE BATTALION CHIEF	HR								43,882	46,077	46,077	46,077	48,378
13985	MO								7,606	7,987	7,987	7,987	8,385
F10	YR								91,275	95,840	95,840	95,840	100,626
FIRE DIVISION CHIEF	HR								47,393	49,763	49,763	49,763	52,248
14015	MO								8,215	8,626	8,626	8,626	9,066
F11	YR								98,577	103,507	103,507	103,507	108,676
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	35,233	35,233	36,997	36,997	36,997	38,845	38,845	38,845	40,787	40,787	40,787	40,787
14050	MO	6,107	6,107	6,413	6,413	6,413	6,733	6,733	6,733	7,070	7,070	7,070	7,070
F02	YR	73,284	73,284	76,954	76,954	76,954	80,797	80,797	80,797	84,837	84,837	84,837	84,837
FIRE SPECIALIST	HR	38,051	38,051	39,957	39,957	39,957	41,952	41,952	41,952	44,050	44,050	44,050	44,050
14025	MO	6,596	6,596	6,926	6,926	6,926	7,272	7,272	7,272	7,635	7,635	7,635	7,635
F06	YR	79,147	79,147	83,110	83,110	83,110	87,261	87,261	87,261	91,624	91,624	91,624	91,624
FIRE LIEUTENANT	HR	41,096	41,096	43,153	43,153	43,153	45,308	45,308	45,308	47,574	47,574	47,574	47,574
14020	MO	7,123	7,123	7,480	7,480	7,480	7,853	7,853	7,853	8,246	8,246	8,246	8,246
F08	YR	85,479	85,479	89,759	89,759	89,759	94,242	94,242	94,242	98,954	98,954	98,954	98,954
FIRE CAPTAIN	HR	44,383	44,383	46,606	46,606	46,606	48,933	48,933	48,933	51,380	51,380	51,380	51,380
13995	MO	7,693	7,693	8,078	8,078	8,078	8,482	8,482	8,482	8,906	8,906	8,906	8,906
F09	YR	92,317	92,317	96,940	96,940	96,940	101,781	101,781	101,781	106,870	106,870	106,870	106,870
FIRE BATTALION CHIEF	HR	48,378	48,378	50,800	50,800	50,800	53,337	53,337	53,337	56,004	56,004	56,004	56,004
13985	MO	8,385	8,385	8,805	8,805	8,805	9,245	9,245	9,245	9,707	9,707	9,707	9,707
F10	YR	100,626	100,626	105,664	105,664	105,664	110,941	110,941	110,941	116,488	116,488	116,488	116,488
FIRE DIVISION CHIEF	HR	52,248	52,248	54,864	54,864	54,864	57,604	57,604	57,604	60,484	60,484	60,484	60,484
14015	MO	9,056	9,056	9,510	9,510	9,510	9,985	9,985	9,985	10,484	10,484	10,484	10,484
F11	YR	108,676	108,676	114,117	114,117	114,117	119,817	119,817	119,817	125,807	125,807	125,807	125,807

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

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

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

Year 4: 3.0% effective the first pay period FY 2012-13.

APPENDIX B
PROMOTIONAL EXAMINATION SCHEDULE

(a) The Specialist examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(b) The Lieutenant examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

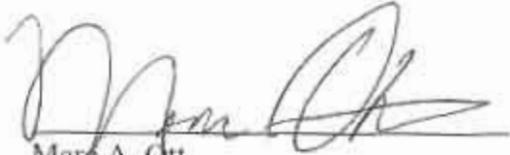
(c) The Captain examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(d) The Battalion Chief examinations shall be given during August of 2010, and each successive August in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in May, 2010, and in May of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

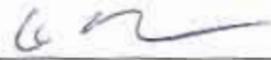
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 17TH DAY OF December, 2009.

CITY OF AUSTIN

AUSTIN FIREFIGHTERS ASSOCIATION



Mary A. Ott
City Manager



Stephen Truesdell
President