

2025 Ground Rules for  
Re-opener for the Implementation of the Two Additional Kelly shifts per year Under Article 14  
Section 1 of Appendix A to the September 8, 2023 Arbitration Award  
between City of Austin and AFA Local 975

**GROUND RULES—REOPENER OF ARTICLE 14, SECTION 1**

1. The parties agree that a limited Re-opener and mutual agreement as to additional particulars and details, including the effect on other provisions in the contract, is required to implement the following provision of Article 14, Section 1 of Appendix A to the September 8, 2023 Arbitration Award between the City of Austin and AFA Local 975:

“During the last 30 days of the term of this Agreement, or earlier at the Fire Chief’s discretion, the shift schedule shall be modified to include two additional Kelly shifts per year.”

2. The parties agree that this Re-opener shall be limited to the negotiation for the additional particulars and details, including the effect on other provisions in the contract, as required to implement the following provision of Article 14, Section 1 of Appendix A to the September 8, 2023 Arbitration Award between the City of Austin and AFA Local 975:

“During the last 30 days of the term of this Agreement, or earlier at the Fire Chief’s discretion, the shift schedule shall be modified to include two additional Kelly shifts per year.”

3. The current Agreement expires on September 30, 2025 with an Evergreen Clause of 90 days.
4. The parties are the City of Austin and Austin Firefighters Association, Local 975.
5. The parties agree to use good faith negotiation methods to achieve this resolution.
6. Each party agrees to negotiate in good faith with the person or person(s) designated to negotiate or bargain on its behalf, pursuant to 174.106 of the Texas Local Government Code (“negotiating team”).
7. Neither party shall bargain with the other side’s principal, members or representatives thereof, outside of this re-opener negotiation session. However, it is understood that casual conversations, as opposed to an effort to negotiate by by-passing the other side’s team, is not a violation.
8. All negotiations shall be compliant with the City of Austin Resolution No. 2025022029 and Texas Local Government Code 174.108, and as such, all negotiations shall be held exclusively in publicly recorded and broadcast meetings that are accessible to the public.
9. All negotiating sessions will be open to the public and notice of the sessions shall be posted in accordance with the Texas Open Meetings Act. Although the negotiations are open to the public, no persons other than negotiating team members, the negotiating teams’

attorneys, resource persons, and designated consultants will be entitled to speak or otherwise participate in the meeting.

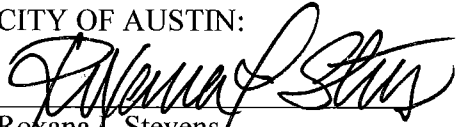
10. The City will arrange for the joint negotiation sessions to be recorded on video. The members of each team and their attorneys are free to take notes of the negotiation sessions. However, the official record of the negotiation sessions will be the recording. If all or a portion of a negotiating session is not recorded due to equipment malfunction or some similar reason, the parties agree to meet promptly and compare notes for purposes of preparing an agreed summary of what occurred during such bargaining session. This rule does not prevent the Association from video or audio recording bargaining sessions at its own expense, however, for Cybersecurity purposes, at no time will City equipment be connected to or through non-City approved equipment.
11. The parties, by mutual agreement, may establish advisory only subcommittees for relevant issues related to the scope of the Re-opener negotiations, including issue development or other research- related projects to facilitate effective negotiation by the negotiating teams. Established subcommittees shall provide an advisory report to the negotiation teams at a public negotiation session.
12. Negotiations will be held during normal business hours, unless otherwise agreed
13. Each team will designate a single contact person for information requests, and such persons shall work through the day-to-day issues of identifying and providing the information sought to the extent that it is reasonably available, regardless of the form in which it originally exists. Any issue or complaint which cannot be worked out shall be referred to the Chief Negotiators, by joint communication from the designated information contacts.
14. Both parties will endeavor to provide copies of all calculations of data and comparisons to the other side prior to a negotiation session that will include discussion related to that data. Copies of such data will be provided no later than the time that such issues are discussed.
15. The parties expressly acknowledge that draft language becomes final only if agreement is reached subject to ratification and approval.
16. The parties agree if the limited scope of the Re-opener is not resolved, it will then be a part of the collective bargaining negotiations for a new contract.

Agreed:

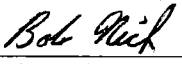
Date:

06-11-25

CITY OF AUSTIN:

  
Roxana J. Stevens  
Chief Negotiator  
Acting Chief Labor Relations Officer

AUSTIN FIREFIGHTERS ASSN LOCAL 975:

  
Bob Nicks  
Association President