

AGREEMENT

between

THE CITY OF HOUSTON, TEXAS

and

HOUSTON PROFESSIONAL FIRE FIGHTERS

ASSOCIATION, LOCAL 341

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS

2024

Through

2029

TABLE OF CONTENTS

ARTICLE 1 AUTHORITY AND TERM	4
ARTICLE 2 DEFINITIONS	6
ARTICLE 3 UNION RECOGNITION AND ACCESS	9
ARTICLE 4 MANAGEMENT RIGHTS	11
ARTICLE 5 MAINTENANCE OF STANDARDS	13
ARTICLE 6 CIVIL SERVICE PROVISIONS	14
ARTICLE 7 PROMOTIONS	16
ARTICLE 8 APPOINTMENTS	35
ARTICLE 9 AUTHORITY OF ACTING FIRE CHIEF	36
ARTICLE 10 SPECIAL ASSIGNMENT AND ASSOCIATION BUSINESS LEAVE	38
ARTICLE 11 SHIFT EXCHANGES AND EMPLOYEE SUBSTITUTION	45
ARTICLE 12 MEDIATION AND DISPUTE RESOLUTION PROCEDURE	47
ARTICLE 13 PAYROLL DEDUCTION OF DUES	49
ARTICLE 14 CONTRACT GRIEVANCE PROCEDURE	50
ARTICLE 15 MINIMUM STAFFING	55
ARTICLE 16 TRANSFERS	58
ARTICLE 17 COMPENSATION	61
ARTICLE 18 RETIREMENT AND SEPARATION	75
ARTICLE 19 HIRING OF INCOMING FIREFIGHTERS	83
ARTICLE 20 DUTY DEATH FUNERALS	84
ARTICLE 21 EQUIPMENT MAINTENANCE AND RESPONSIBILITY	86
ARTICLE 22 VACATION/HOLIDAY	88
ARTICLE 23 HOURS OF WORK	92
ARTICLE 24 HEALTH BENEFITS	96
ARTICLE 25 JOINT LABOR MANAGEMENT COMMITTEE	102
ARTICLE 26 INVESTIGATIONS	109

ARTICLE 27 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT	112
ARTICLE 28 NO STRIKE NO LOCKOUT.....	118
ARTICLE 29 NONDISCRIMINATION.....	119
ARTICLE 30 COMPLETE AGREEMENT.....	120
EXHIBIT A.....	122
EXHIBIT B.....

ARTICLE 1

AUTHORITY AND TERM

Section 1.

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the request for collective bargaining to the City at least 120 days prior to the conclusion of the City's fiscal year.

Section 2.

It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, after receipt of written notice from the Association, for purposes of collective bargaining.

Section 3.

Except as otherwise provided for in this Agreement, any provision in this Agreement that has a fiscal component requiring the City to pay monies, this Agreement shall be effective July 1, 2024. The provisions of this Agreement do not apply to any Firefighter who separates from City employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

Section 4.

Upon the effective date of this Agreement, both parties agree to protect and defend the provisions of this Agreement against any unauthorized challenges at local, state, or federal legislative levels of government. Both parties agree to not file or support any legislative effort that affects the terms and conditions of this Agreement, that has not been mutually agreed upon by both parties.

Section 5.

This Agreement shall remain in full force and effect until June 30, 2029, and shall continue in effect until replaced by a successor agreement through collective bargaining or binding arbitration.

The parties agree that to better align the terms of this Agreement with other major public sector fire departments in Texas, in lieu of private sector standards pursuant to Chapter 174 of the Texas Local Government Code, comparator public sector fire departments shall constitute Austin, San Antonio, Dallas, and Fort Worth. Furthermore, both parties agree that the foregoing public sector fire departments will be the comparators for any binding arbitration impasse resolution.

ARTICLE 2

DEFINITIONS

1. “Association” means the Houston Professional Fire Fighters Association, Local 341, International Association of Fire Fighters.
2. “Base Salary” means a member’s biweekly wages, excluding any other pays. May be expressed in an exhibit.
3. “Chapter 143 Grievance” means a grievance filed pursuant to the provisions of Texas Local Government Code Sections 143.127-143.134.
4. “Chapter 141”, “Chapter 142”, “Chapter 143”, means Vernon’s Texas Code Annotated, Texas Local Government Code, Title 5, Matters Affecting Public Officers and Employees, Subtitle A, Municipal Officers and Employees, Chapter 141 (Compensation and Expenses of Municipal Officer and Employees), Chapter 142 (Assistance, Benefits, and Working Conditions of Municipal Officers and Employees), and Chapter 143 (Municipal Civil Service).
5. “Chapter 174” means the Fire and Police Employee Relations Act, Vernon’s Texas Code Annotated, Texas Local Government Code.
6. “City” means the City of Houston, Texas.
7. “Civil Service Commission” means the Fire Fighters’ and Police Officers’ Civil Service Commission of the City of Houston, Texas.
8. “Emergency Response Division”, formerly titled “Emergency Operations” means Firefighters of the Fire Department that are assigned to Fire Suppression, EMS, Rescue, Hazardous Materials Response, and Aircraft Crash Fire Rescue.
9. “Employer” means the City of Houston, Texas.
10. “Grievance” means a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.

11. “Member”, “Firefighter”, “Member of the Bargaining Unit” means any full time, permanent paid employee of the Houston Fire Department who has graduated from the Val Jahnke Training Academy and taken the oath of office and who has been hired in substantial compliance with Chapter 143 of the Texas Local Government Code excluding municipal employees (civilians), volunteer firefighters, applicants and the head of the Fire Department (Fire Chief).
12. “Permitted Schedule” is a work schedule other than those defined in Article 23, that is mutually agreed to by the City and the Association.
13. “Working Day” For Firefighters assigned to Emergency Response Division (those working an average forty six point seven (46.7) hour per week schedule) and firefighters assigned to the Communications Division (those working an average forty-two (42) hour per week schedule), one (1) working day is twelve (12) hours, one (1) twenty four (24) hour shift is two (2) working days.

For Firefighters assigned in other HFD divisions, a working day may be eight (8) hours, ten (10) hours, or thirteen hours twenty minutes (13/20) as designated in the Agreement or as mutually agreed to by the City and the Association.
14. “Permanent Employees” means employees hired in substantial compliance with Chapter 143, who are no longer on probation under this Agreement.
15. “Department Head” used herein shall mean the Fire Chief or his Designee where authorized by this Agreement.
16. “Party” or “Parties” means the City of Houston and the Houston Professional Firefighters Association.
17. “Fire Department Staff Services Office” is located at 500 Jefferson, 19th Floor, Houston, Texas 77002. Phone number is 832 394 6750. Facsimile number is 832 394 6784. This location may be changed by ten (10) days advanced notice from the Fire Chief or the City Attorney. This is also referred to as the Professional Standards Office.
18. “Termination Pay Deferral Program” means a program providing for the deferred, periodic

payment of all forms of compensable leave balances otherwise due upon termination, separation, or retirement. The program also provides for payment or partial payment of modified health insurance premiums as set out in Article 18.

19. "Emergency" shall be defined as an unforeseen, urgent, sudden, and serious event with unforeseen circumstances that will directly put life in jeopardy. The term, "Responding emergency" will be applied to include any time dispatch directs a unit to respond to a scene, utilization of lights and or sirens, or being used in the mitigation of a dispatched situation.
20. "Quint" shall be defined as any heavy apparatus with a water pump system and aerial ladder device such as has been assigned to station 96 and station 101.
21. "Committee" is defined as the Joint Labor Management Committee.

ARTICLE 3

UNION RECOGNITION AND ACCESS

Section 1.

The City recognizes the Association as the exclusive bargaining agent for all Firefighters as that term is defined in Section 174.003, Texas Local Government Code, or by this Agreement, with the exception of the Fire Chief, volunteer firefighters, applicants and municipal (civilian) employees. It is intended that the term Firefighter include only members of the Fire Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143, and who have graduated from the Training Academy and have taken the oath of office. This Agreement does not include municipal (civilian) employees.

Section 2.

The City shall allow the Association reasonable access to the City's e-mail system. This access shall be limited to the distribution of information to the bargaining unit regarding labor/management issues upon request and agreement of Association President and the Fire Chief. The City will provide or allow use of a suitable bulletin board or space, for the use of the Association in each work location, space related to labor/management issues. The Association is responsible for posting and removing material from the bulletin board and maintaining the bulletin board in an orderly fashion. The Association agrees not to place any material on the bulletin boards without the Fire Chief's approval.

Section 3.

The Fire Chief and the Association may agree to allow the use of the city e-mail for issuance of joint communication to the bargaining unit for the purpose of updating them on significant

developments on labor/management issues. Communication will be limited to official communication down the organizational structure to members, and not authorized to create political message, or political fundraising, or to engage in political dialogues. The Fire Chief or his/her designee may approve the issuance of email communications from the Association to members of the bargaining unit for matters related to collective bargaining, but which are not joint communications.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1.

Except as otherwise specifically provided in this Agreement, the Association recognizes that the City has the sole and exclusive right to exercise all the rights and functions of management, as established by law, except as limited by the terms of this Agreement and/or applicable State and Federal Statutes. The term “Rights of Management” shall include but shall not be limited to:

- (a) Directing the work of its employees to include the scheduling of overtime work.
The JLMC shall review current outside employment practices and policies.
- (b) Hiring, promoting, demoting, transferring, assigning and retaining Firefighters in positions within the City, subject to Civil Service regulations.
- (c) Investigating, suspending or discharging Firefighters for just cause, subject to Civil Service regulations.
- (d) Maintaining the efficiency of government operations.
- (e) Utilizing the Fire Department in emergency situations to protect life and property.
- (f) Determining the methods, processes, means and personnel by which operations are to be carried out.
- (g) The determination of the safety, health, and property protection measures for the Fire Department.
- (h) The selection, promotion and transfer of Firefighters to supervisory or other managerial positions, subject to the provisions of Texas Local Government Code Chapter 143 and this Agreement.
- (i) The transfer of work from one position to another within the Fire Department, subject to the provisions of the Texas Local Government Code Chapter 143 and this Agreement.
- (j) The determination of the classifications, number of classifications, and number of Firefighters within each classification in accordance with the provisions of Texas Local Government Code Chapter 143 and this Agreement

- (k) The transfer of Firefighters from one station, work location, assignment or shift to another.
- (l) The scheduling of operations and the determination of the number and duration of hours of assigned duty per week.
- (m) Determining performance standards in the delivery of emergency medical services and determining patient care standards.
- (n) Records management.
- (o) Vendor selection.

Section 2.

The Association recognizes the City's right to establish and enforce reasonable rules, regulations, and orders to conduct the mission of the Fire Department. Likewise, the City recognizes the responsibility of management to a consistent interpretation and application of such rules, regulations, and orders, which govern the conduct of Firefighters on the job.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 1.

All economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Houston Fire Department, as to matters subject to mandatory bargaining under 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 (including the foregoing Management Rights Article), shall remain unchanged for the duration of this Agreement, so long as those benefits, privileges, and working conditions do not interfere with the operation of the Department.

Section 2.

It is expressly understood that any modifications or changes to existing practices and operations shall be consistent with the spirit and intent of the relevant contract provision, if any. Such changes shall be reasonable and not discriminatory, shall be reasonably related to the safe and orderly operation of the Fire Department and must not conflict with any state law, federal law, governmental regulation, or any provision of this agreement. The Department shall provide a draft of any major proposed modification or change to existing practices and operations to the Association at least seven (7) calendar days prior to the distribution to the members of the Department, in order to provide sufficient opportunity to review and discussion of objections or concerns.

ARTICLE 6

CIVIL SERVICE PROVISIONS

By entering into this Agreement, the parties recognize and agree that the provisions of this Collective Bargaining Agreement shall take precedence over conflicting civil service law provisions, including but not limited to the applicable sections of Chapters 141, 142 and 143 of the Texas Local Government Code, or the local civil service rules and regulations and ordinances of the City of Houston, and whenever the provisions of the Agreement specifically so state. All other statutory provisions and rules shall remain in full force in the same manner as on the date this Agreement became effective.

The Civil Service Commission shall be composed of an equal number of individuals selected by The Association and the City for each position (actives and alternates). The Commissioners selected will decide on the commission chair. When a commissioner position is vacated the party responsible for that initial selection shall replace them within 15 days. The city and Association shall maintain an equal number of selected commissioners.

The commission or hearing examiners, during disciplinary appeals, will have the authority to modify any discipline to a temporary suspension or written reprimand.

The losing party of a disciplinary appeal made to an arbitrator is responsible for all arbitration fees.

Supervisory Intervention shall be non-punitive and is not to be considered discipline in any form or fashion. It is intended to correct or modify actions/behavior through positive encouragement, counseling, training, or reeducation. It is not intended to punish or harm a firefighter in any way.

Supervisory Intervention may not be used in any other evaluation period. The documentation relating to a Supervisory Intervention shall not be placed in the departmental file or the firefighter's official file at Human Resources.

All terminations and demotions must achieve a unanimous vote by the commissioners present if placed before the civil service commission. Demotions should also meet the requirement, outside of due process, that the infractions must not be capable of being corrected through training or rehabilitation and that the behavior in question shows the member cannot continue in that rank.

ARTICLE 7

PROMOTIONS

Section 1. Time to Fill Vacancies.

(a) If an eligibility list exists on the date a vacancy occurs, the City shall fill the vacancy from that existing eligibility list as soon as administratively feasible, but not later than sixty (60) days after the vacancy occurs, unless the vacancy results from the filling of a vacancy in a higher rank within the classification, in which case each resulting vacancy in lower ranks shall be filled from an eligibility list for that rank no later than the next business day after the higher vacancy was created. Notwithstanding Texas Local Government Code (“TLGC”) Section 143.108(b), pay associated with the promotion shall commence on the earlier of the date the promotional process is completed or the 60th day after the vacancy occurred. Meeting this deadline precludes any liability for back pay for that position. Notwithstanding TLGC Section 143.108(b), for the ranks listed below, when a vacancy occurs and an eligibility list does not exist, the vacancy shall be filled within one hundred eighty-five (185) days after the date the vacancy occurs from the list that the CSC shall provide within one hundred eighty (180) days after the date the vacancy occurs. The liability for back pay and seniority rights for a position listed below shall commence from the one hundred eighty-sixth (186th) day after the date the vacancy occurs in that rank. This provision shall be effective only for the ranks listed below for promotions filled from the first eligibility list established after the ratification of this Agreement. For the ranks listed below, when a vacancy occurs

and an eligibility list does not exist, the vacancy shall be filled within one hundred twenty five (125) days after the date the vacancy occurs from an eligibility list the commission shall provide within one hundred twenty (120) days after the date the vacancy occurs. The liability for back pay and seniority rights for a position under this subsection shall commence from the one hundred twenty-sixth (126th) day after the date the vacancy occurs in that rank. The position is considered legally vacant the following business day the position was vacated.

1. Communications Chief
2. Communications Deputy Chief
3. Assistant Arson Investigator
4. Arson Investigator
5. Chief Inspector
6. Assistant Fire Marshal
7. Deputy Chief
8. Deputy Chief

(b) All other vacancies, not specifically addressed by this Article shall be governed by TLGC Sections 143.036 and 143.108.

Section 2. Examination Notice.

(a) Notice of the examination is sufficient if posted prior to the ninetieth (90th) day before the scheduled date of the examination notwithstanding the actual date if rescheduled as provided below. Sources shall be posted as prescribed by Section 143.029(a) of the TLGC, except as modified by this Article.

- (b) The Department may require members to sign up to take the examination according to the terms specified in the notice of the examination, but only one sign up deadline may be required, irrespective of the number of examination components. Any deadline is subject to exception for good cause shown prior to the exam administration for extraordinary circumstances, after approval by the Fire Chief and Association President.
- (c) The actual date of the examination may be rescheduled for up to sixty (60) days in the event of circumstances beyond the City's control, including but not limited to extraordinary weather events or other emergencies. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination, notwithstanding TLGC Sections 143.029 and 143.107.
- (d) Notice shall be given pursuant to Section 143.107, except as modified by this Article, and tests administered in compliance with Section 143.104 of the TLGC.
- (e) For the ranks of Captain and Senior Captain, source material notice shall be accompanied by an informational test guide, which shall include a brief description of the various examination components, the number of exercises to be used, and sample, representative questions and exercises.

Section 3. Examination Eligibility.

- (a) Only members eligible as of the scheduled (or rescheduled) date for the first

examination component (if more than one) shall be eligible to sign up for and take the examination.

- (b) Eligibility for all other tested ranks shall continue to be controlled by Sections 143.028 and 143.106 of the TLGC.

Section 4. Examination Development Process.

- (a) The City shall develop a job analysis for each promotional examination given in the Department. This job analysis must be completed before any source material is announced. Each job analysis shall be developed with the participation of internal Subject Matter Experts (“SMEs”). The job analysis shall be prepared under the supervision of professionally qualified personnel (Professionally qualified personnel shall be deemed to be an individual(s) with at least a Ph.D. in Industrial/Organizational (“I/O”) Psychology.)
- (b) The source material selected for the administration of any promotional examination shall be informed by the job analysis for that particular rank. The examination notice shall identify the relevant sections of each text used in each source.
- (c) Written job knowledge examination questions must be taken from the sources.
- (d) When situational judgment questions are authorized by this Article to be used in any promotional examination, the scenarios and correct responses shall be informed by the job analysis and shall not be contrary to HFD Guidelines and other source materials.
- (e) All written examination components shall be administered on the same day. The written components shall be graded immediately and a preliminary raw

score provided to the candidate. A preliminary raw score order list shall be prepared and posted.

- (f) Successful completion of the written exam is required prior to taking the situational judgement assessment examination
- (g) Candidates shall have at least ninety (90) days to prepare for any promotional examination (beginning with the source material announcement and ending with the administration of the first examination component). Rescheduling of an examination component pursuant to Section 2 of this Article does not require another ninety (90)-day preparation period for any member who becomes eligible for the examination due to rescheduling.

Section 5. Promotions to Captain and Senior Captain.

- (a) Positions Affected. This promotional procedure shall apply to the promotion of eligible members to the classified positions of Captain and Senior Captain.
- (b) Examination Components. This promotional procedure shall consist of a written job knowledge examination, a situational judgment examination, and assessment center exercises. The weighting of each component shall be determined by the federal courts in *Dwight Bazile, et al v. City of Houston, In the United States District Court for the Southern District of Texas, Cause No. 4:08-cv-02404*.
 - (1) Written Job Knowledge Examination. The number of test items on the written job knowledge examination shall be determined by the test developer, but shall not be greater than one hundred fifty (150) items. A thorough description of the examination component and a

reasonable range of the total number of examination items shall be communicated to the candidates in the written orientation guide.

(2) Situational Judgment Examination. The number of test items on a situational judgment examination shall be determined by the test developer but shall not be greater than one hundred fifty (150) items. A thorough description of the examination component and a reasonable range of the total number of examination items shall be communicated to the candidates in the written orientation guide.

(3) Assessment Center Exercises. The details of the Assessment Center are described in Section 7.

(4) Examination Orientation. For the ranks of Captain and Senior Captain, the test developer shall conduct at least one candidate orientation, with a question-and-answer (“Q&A”) session, which is videotaped and made available for subsequent review by the candidates. A thorough description of the examination component and the definition of each competency to be assessed shall be distributed to the candidates during orientation. The City shall ensure sufficient presentations to allow access by candidates required to work during original presentation. Q&A sessions shall promptly be made available to all candidates for review.

(c) Final Composite Scoring. The test developer shall determine the point value for each exam item, provided that the maximum combined points available for the examination components (Written Job Knowledge examination,

Situational Judgment examination, and Assessment Center Exercises) shall be one hundred (100) points.

Upon completion of all examination components, and after the conclusion of TRC appeals (as hereinafter defined), the City will post a preliminary rank order list pending certification by the CSC. The final score on the eligibility list shall be determined based on the following and shall then be forwarded to the CSC for certification.

(1) Examination Component Points

_____Points (100 Maximum)

(2) Supplemental points

_____Points (20 Maximum)

Total Combined Eligibility List Score :

_____Points (120) (Maximum)

(Current practice tie breaking rules shall continue in force.)

Section 7. Assessment Center The following requirements are intended to serve as safeguards for security and integrity of process:

- (a) Assessment Center exercise scoring process shall incorporate the use of predetermined criterion for performance standard (for example Behavior Anchored Rating Scales “BARS”).
- (b) Assessors shall score the assessment without regard to the candidate’s race, color, gender, ethnicity, religion, age, disability, sexual orientation, genetic information, gender identity, pregnancy, national origin, or other legally protected characteristic. Each

assessor shall receive written and oral admonitions regarding this point prior to commencing assessment scoring.

(c) Qualifications of Assessors. The test developer shall begin contacting eligible fire departments no later than the date of the test announcement. HFD may assist in the process of contacting eligible fire departments. In an effort to promote reciprocity of assessors from large metro fire departments, HFD shall facilitate its members serving as assessors in cities of 200,000 or more by allowing city business for this purpose when requested.

(1) Assessors shall be screened during the recruiting process to ensure compliance with the below qualifications.

(i.) Shall not reside in Houston-Sugarland- Baytown Metropolitan Statistical Area;

(ii.) Shall not be a current or former employee of the City or the Association;

(iii.) Shall currently be in a rank equivalent to the direct supervisor of the rank being tested and shall have at least two (2) years experience in that rank at the time of selection;

(iv.) Shall serve in a municipal fire department in the United States with a minimum population of 400,000;

(v.) Shall not be related by blood or marriage, within the second degree of consanguinity or affinity, to any candidate for promotion.

(2) If by the thirtieth (30th) day prior to the scheduled (or rescheduled) assessment, qualifications (iii.) and (iv.) above have resulted in an insufficient number of assessors engaged to assess any examination, then the test developer shall be permitted to engage assessors with the following criteria:

(i.) Assessors must have held for at least two (2) years a rank equivalent to the direct supervisor of the rank being tested or may have held one rank above that of direct supervisor.

(ii.) Assessors may be retired, provided that they may not be retired from their municipal fire department longer than two (2) years at the time of the scheduled assessment, and provided that they meet provision (2.)(i.) above.

(iii.) Shall serve in a municipal fire department in the United States with a minimum population of at least 200,000.

(3) If by the fifteenth (15th) day prior to the scheduled (or rescheduled) assessment, an insufficient number of assessors have been engaged to assess any examination, the test developer shall identify the number of assessors lacking and shall submit a list of available assessors who have otherwise been disqualified by the requirements above. The list shall not identify the assessor by name, but shall identify the City and State of fire department served, their total years of fire service experience, and their last rank as well as the reason for prior disqualification from assessing. The City and the Union will alternately

select assessors from the list, beginning with the Union, until all necessary assessors have been engaged.

(4) The City shall notify the Association in writing within seven (7) days of invocation of the expanded Assessor qualifications in (2) above and will provide the number of Assessors that were lacking as of the thirtieth (30) day prior to the scheduled assessment.

(5) Assessors shall recuse themselves from the scoring of any candidate personally known to them.

(6) All assessors shall undergo full assessor training prior to administration of each promotional assessment scoring, regardless of previous training or experiences as an assessor.

(d) Assessment Center exercises will be administered first and scoring shall be finalized as soon as feasible. The written examination components shall be administered after administration of the assessment center, but in no case more than thirty (30) days later.

(e) Assessment Center exercises shall be recorded in video format. Process safeguards shall be implemented by the test administrator to identify and correct technical problems at their earliest possible instance and to manage such technological complications in a systematic and fair approach.

(f) Both the City and the Association shall each be entitled to have one (1) observer for each group of candidates present during the administration of the Assessment Center, but shall not be permitted to observe any

candidate's actual assessment exercises. Observers shall not have cell phones, tablets, or computers inside the Assessment Center site. Observers shall not communicate with candidates regarding any aspect of the testing process without a representative of the test administrator's permission and presence of an observer from the other party, if one is present. Observers shall be subject to the security and safeguard procedures as determined by the test administrator and may be ejected by the test administrator for non-compliance with the same or for otherwise disrupting the assessment center.

(g) Assessment Scoring Procedure.

- (1) Each candidate's video tape shall be independently assessed by two different panels of assessors.
- (2) Assessor panels will consist of at least two (2) scoring assessors. This does not preclude the test administrator from allowing more assessors or allowing assessors to rotate. At least one of the assessors per panel shall have served as an assessor at least once before HFD selection.
- (3) Each panel shall reach a consensus grade as to the exercise scored.
- (4) The test administrator shall compare the grades of the two panels' scoring of the exercise.
 - (i.) If the grades match, that is the candidate's grade for that exercise.

- (ii.) If the grades do not match, but do not vary by thirty (30) percent or more, then the two panel grades are averaged. This is the candidate's grade for that exercise.
 - (iii.) If the grades do not match and vary by thirty (30) percent or more, then the two panels reconvene into one panel which must reach a consensus grade for the candidate on that exercise. This is the candidate's grade for that exercise.
- (5) The final Assessment Center grade reached pursuant to this subsection shall be final and unappealable, with the sole exception of a violation of this Agreement, which may be brought pursuant to the Grievance Procedure in Article 14.
- (h) Candidates shall be allowed to review their respective assessor score cards and exercise videos no later than 90 days from the date the eligibility list is certified.

Section 8. Promotions to All Other Ranks.

- (a) Positions Affected. This promotional procedure shall apply to the promotion of eligible members to all classified positions for which an examination is to be held except, Captain, and Senior Captain.
- (b) Written Job Knowledge Examination. Each eligible promotional candidate who receives a grade of at least 70% shall be considered to have passed the examination, and failing same shall not proceed further. The test can consist of not less than 100 and not more than 150 questions totaling a grade of 100.

(c) Final Composite Scoring. The final score on the eligibility list shall be determined based on the following, determined as of the date of the examination.

(1) Written examination points

_____Points (100 Maximum)

(2) Sr. Captain/Captain supplemental points (Composed of Sr. Capt/Captain education, certification, seniority, seniority in rank)

_____Points (20 Maximum)

Total Combined Eligibility List Score :

_____Points (120 Maximum)

(Current practice tie breaking rules shall continue in force.)

EO, Captain/Senior Captain Equivalent, District/Deputy Chief or Equivalent

Grade:

(1) Written examination points

_____Points (100 Maximum)

(2) Supplemental points (Composed of education, certification, seniority)

_____Points (17 Maximum)

Total Combined Eligibility List Score :

_____Points (117 Maximum)

(Current practice tie breaking rules shall continue in force.)

Section 9. Examination Review Procedures for Engineer/ Operators, Captains and equivalent ranks, Senior Captains, District Chiefs, and Deputy Chiefs in Emergency Operations.

This section shall apply to Engineer/Operators, Captains, Communication Captains, Inspectors, Investigators, District Chiefs, Deputy Chiefs, and Senior Captains in Emergency Operations.

- (a). Appeals of the written job knowledge examination and the situational judgment examination shall be submitted to a Joint Labor Management Testing Review Committee (“TRC”). For each applicable examination held, the TRC members shall be appointed upon the expiration of time for all written appeals and rebuttals. The TRC shall be composed of two (2) Association appointees, two (2) City appointees, and a fifth member selected by the four (4) appointed members. All appointees must be the same rank tested for the rank tested for by exam. The TRC shall identify a chair to facilitate the meetings and to sign the TRC’s written decision. No member who has served as an SME during the development or grading of an examination component shall serve as a TRC appointee for that examination.

- (1) Any candidate who has taken the written components may, within ten (10) business days of the posting of the preliminary examination results, review his/her examination results and file an appeal of any question(s) on the test.

- (2) These appeals shall be filed on the forms and in the manner determined by the City in writing and distributed to the candidates.
 - (3) The City shall post the questions appealed and the basis for the appeal for ten (10) business days. During this time, candidates wishing to oppose the appeal may file a written rebuttal. The test developer/administrator may also file a written comment on either the appeal or the rebuttal, or both.
 - (4) All posted appeals and rebuttals shall conceal the identity of the candidate challenging the item.
 - (5) The TRC shall consider the appeals, the rebuttals, and any input from the test developer/ administrator and render a written decision on each appeal within seven (7) business days from the expiration of the ten (10) business day rebuttal period in (9)(a)(3) above.
 - (6) The TRC shall be provided reasonable administrative facilities and support. TRC members shall be covered on City business, but whenever possible TRC members shall conduct TRC business during scheduled on-duty time.
- (b) The decision of the TRC shall be final and unappealable, with the sole exception of a violation of this Agreement, pursuant to the

Grievance Procedure in Article 14.

Section 10. Supplemental Points.

The final score shall be determined by adding the supplemental points as applicable below to the examination component(s) cumulative grade, after review of challenges by the Test Review Committee or the Civil Service Commission.

(a) Seniority points (0.5 for each year of service)

_____Points (10 Maximum)

(b) Seniority in Rank (0.5 for each year in rank)

_____Points (5 Maximum)

Seniority in Rank points shall be awarded as follows:

- (1) For Captains examinations, 0.5 points shall be awarded for every complete year of service in the rank of Engineer/Operator, or higher in any classification(s), as of the Examination Date to a maximum of five (5) points.
- (2) For Senior Captains examinations, 0.5 points shall be awarded for every complete year of service as of the Examination Date in the rank immediately below in the same classification up to a maximum of five (5) points.
- (3) Members appointed to the rank of Assistant Chief, Executive Assistant Chief, or Fire Chief shall be awarded 0.5 points for every complete year of service in rank, as of the Examination Date which shall be applied

to their highest tested rank immediately preceding their appointment, up to a maximum of five (5) points when testing for Captain or Sr. Captain.

(c) Certification (Texas Commission on Fire Protection)

Highest Level and one Certification Only:

Intermediate Certificate _____Points (1)

Advanced Certificate _____Points (2)

Masters Certificate _____Points (3)

(Any Commission Certification may be used for any Promotional examination.)

(d) Education (Highest Level Only)

1) Captain/Senior Captain :

60 College Semester Credit Hours or Associate Degree
_____Points (1)

90 College Semester Credit Hours or higher
_____Points (1.5)

120 College Semester Credit Hours or Bachelor Degree
_____Points (2)

2) All other Ranks (i.e. EO, Captain/Senior Captain Equivalent, District/Deputy Chief or Equivalent Grade):

Associate Degree. _____Points (2)

Bachelor Degree _____Points (3)

Master Degree _____Points (4)

(Grades do not round up; multiple certifications are not cumulative; hours or degrees are not cumulative; degrees must be from an accredited college or university), see 143.112, TLGC. Supplemental points shall be determined and verified during the period between announcement and the administration of the first examination component. Seniority and seniority in rank points shall be calculated and set as of the date of the administration of the first examination component. Certification and education points shall be calculated and set as of the date in the announcement, but in no event earlier than three (3) weeks prior to the administration of the first examination component.

Section 11. Eligibility Lists.

- (a) For all promotional examinations, a final, official rank order eligibility list shall be created in accordance with Chapter 143 of the TLGC, as amended by this Article, and shall be certified by the CSC.
- (b) Eligibility lists shall remain in effect for two years beginning on the initial certification of the new eligibility list or the expiration of the previous eligibility list for that rank, whichever occurs last. Except as provided for in Section 1(a), Vacancies created during the interim period between the expiration of a previous eligibility list and certification of a new eligibility list shall be filled from the new eligibility list.

- (c) Eligibility lists shall expire at midnight (12:00 a.m.) on the last day of the two (2) year life of the list (for example: List certified on January 1, 2012. List expires on December 31, 2013, at midnight (12:00 a.m.)).

Section 12. Preemption.

To the extent that any provision of this Article conflicts with or changes any provision in Chapters 141, 142 and 143, including Sections 143.029, 143.030, 143.032, 143.033, 143.036, 143.107, 143.108, of the TLGC, or any other statute, executive order, local ordinance, or rule, this Article shall supersede such provisions, as authorized by Section 174.005 and 174.006 of the TLGC.

ARTICLE 8

APPOINTMENTS

Section 1. Appointments of Command Staff.

The Fire Chief may create an Executive Assistant Fire Chief classification, and positions, and appoint to such positions as needed at his discretion to properly and adequately administer the Fire Department and allow for effective span of control. The Fire Chief shall appoint no more than three (3) persons to the rank of Executive Assistant Fire Chief. Any appointment of a person to Assistant Chief, Fire Marshal or Executive Assistant Fire Chief, Texas Local Government Code Section 143.102, notwithstanding, shall be accomplished without assessment, examination or any other formal means of evaluation, by appointment by the Fire Chief. For the appointment to become effective, only the approval by the Mayor shall be required. Appointments may be made from any class of Firefighters in the Houston Fire Department so long as the Appointee meets the minimum eligibility and qualifying requirements established by the Fire Chief for such rank/position, which criteria shall not require approval by the municipality's governing body. The Fire Chief shall be entitled, but not required, to fill any vacancy in the Assistant Chief's positions by appointment pursuant to the provisions of Section 143.102 and this Article.

ARTICLE 9

AUTHORITY OF ACTING FIRE CHIEF

Section 1. Succession.

The parties agree that under existing Texas law the Mayor has the authority to designate an Acting or Interim Fire Chief until the City Council approves a permanent successor to the Fire Chief. The authority of the designee shall include the authority to suspend, indefinitely suspend, promote, and to perform any other act the Fire Chief is authorized to perform under the provisions of any civil service or other statute or ordinance. This provision acknowledged that the duly appointed Acting or Interim Fire Chief has all of the legal authority granted to a Department Head or Fire Chief by state law or local ordinance, including but not limited to applicable provisions of the Texas Local Government Code Chapters 141, 142, and 143, including Sections 143.117 and 143.118, and as they may be amended. This notification must be made to the association in writing 2 (two) full business days prior to the Acting Fire Chief assuming authority.

Section 2. Temporary Absence.

The Fire Chief may designate one (1) person holding the rank of Executive Assistant Chief or higher to discharge his duties or perform any act during any time the Fire Chief may be absent from the City, or otherwise unable to perform his duties, as provided by the City of Houston, Texas, Code § 34-55. The Chief shall designate such person in writing and shall promptly notify the Association of such designation. The authority of the designee shall include the authority to suspend, promote, and to perform any other act the Fire Chief is authorized to perform under the provisions of any civil service or other statute or ordinance,

other than demotion, promotional by-pass, or indefinitely suspend. This provision shall preempt any local or state civil service provision requiring or authorizing action to be taken by the Department Head or Fire Chief, including but not limited to applicable provisions of the Texas Local Government Code Chapters 141, 142, and 143, including Sections 143.117 and 143.118, and as they may be amended.

ARTICLE 10
SPECIAL ADMINISTRATIVE ASSIGNMENT
AND ASSOCIATION BUSINESS LEAVE

Section 1. Association Special Assignment.

(a) The City agrees that the President of the Association will be placed on special assignment during the term of his presidency. The special assignment of working from the Association office will give the Association President the latitude to deal with the duties of his presidency and contractual responsibilities while retaining the privileges of his current employment.

(b) The Association President, as part of his association duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak and visit with members of the bargaining unit, as well as to tour existing fire facilities and to review existing equipment toward the goal of improving the quality of work life for the Firefighters of the City of Houston whom he/she represents.

(c) It is understood that the President of the Association shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided, however, the President shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or incentive pay (i.e., overtime) unless directed by the Chief to perform Firefighter duties that call for payment of said premium pay. When the term of the President expires, the President shall be eligible to return to his previously assigned shift and duty assignment, provided any certificate that is required has been maintained. The President's leave for duty hours shall be limited to those straight time hours which were worked during the year preceding his term as President,

and no hours shall be worked for the City of Houston in excess of the maximum number of non-overtime hours permitted by the FLSA or Section 142.0017 of the Texas Local Government Code. Any hours over and above that total which he shall work shall be solely at the request and instance of the Association, and subject to its control and supervision.

(d) The City agrees that the Association President and 1 (one) Director of Local 341, at the board's discretion, shall be placed on special assignment to be covered by the Association's ABL Leave Bank. In addition, at the Boards' discretion, one additional member will be allowed to utilize ABL hours on as-needed basis. The special assignment of working from the Association office will give the Association directors the latitude to deal with the duties needed for contractual responsibilities with the City while retaining the privileges of his current employment.

I The Association President and selected Director, as part of their association duties, reserve the right, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and reserve the right to speak and visit with members of the bargaining unit, as well as to tour existing fire facilities and to review existing equipment toward the goal of improving the quality of work life for the Firefighters of the City of Houston whom he/she represents. (1) It is understood that the Association President and selected director shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided, however, the Association President and selected director shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or incentive pay (i.e., overtime) unless directed by the Chief to perform Firefighter duties that call for payment of said premium pay. Association President and selected Director shall be eligible to return to their previously assigned shift and duty

assignment, provided any certificate that is required has been maintained. The selected board members leave for duty hours shall be limited to those straight time hours which were worked during the year preceding the term of the President, and no hours shall be worked for the City of Houston in excess of the maximum number of non-overtime hours permitted by the FLSA or Section 142.0017 of the Texas Local Government Code. Any hours over and above that total which he shall work shall be solely at the request and instance of the Association, and subject to its control and supervision.

Section 2. Use of ABL

It is understood that any member utilizing ABL shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of ABL usage. Provided, however, the member shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or incentive pay (i.e., overtime) unless directed by the Chief to perform Firefighter duties that call for payment of said premium pay. When the member returns from ABL, they shall be eligible to return to his previously assigned shift and duty assignment, provided any certificate that is required has been maintained. The member's leave for duty hours shall be limited to those straight time hours which were worked and no hours shall be worked for the City of Houston in excess of the maximum number of non-overtime hours permitted by the FLSA or Section 142.0017 of the Texas Local Government Code. Any hours over and above that total which he shall work shall be solely at the request and insistence of the Association, and subject to its control and supervision. All ABL usage will be considered allowed as long as an email is provided to the Fire Chief or designee and the member's immediate supervisor with at least 48 hours notice.

Section 3. Relief and Retirement Fund Chairman.

(a) The duly elected Chairman of the Houston Fire Fighters Relief and Retirement Fund shall be assigned to work at the Pension Fund Office. The special assignment will give the Chairman the latitude to deal with the duties and responsibilities of the Relief and Retirement Fund while retaining the privileges of his/her current employment.

(b) It is understood that the Chairman of the Relief and Retirement Fund shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided, however, the Chairman shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or incentive pay (i.e., overtime) unless directed by the Chief to perform Fire Fighter duties that call for payment of said premium pay. When the term of the Chairman expires, he/she shall be eligible to return to his or her previously assigned shift and duty assignment, provided any certificate that is required has been maintained.

Section 4. Honor Guard.

(a) The City and Association agree to formalize the HFD Honor Guard. When staffing levels permit, the City and the Association may agree that the Honor Guard Commander shall be placed on special assignment during the term of this contract by utilizing the Association's ABL Leave Bank. The special assignment of working from administration and will give the Honor Guard the latitude to deal with the duties of their position while retaining the privileges of their current employment.

(b) It is understood that the Honor Guard Commander shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided, however, these members shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or

incentive pay (i.e, overtime) unless directed by the Chief to perform Firefighter duties. When the term of the Contract expires the Honor Guard Commander shall be eligible to return to their previously assigned shift and duty assignment provided a certificate that is required has been maintained. The member's leave for duty hours shall be limited to those straight time hours which were worked during the year proceeding the contract and no hours shall be worked for the City of Houston in excess of the maximum number of non overtime hours permitted by the FLSA or Section 142.0017 of the Texas Local Government Code. Any hours over and above that total which he shall work shall be sole discretion and request and insistence of the Association and subject to its control and supervision.

Section 5. Association Business Leave and Pool.

(a) During the first full pay period in January of each calendar year with one exception upon this contract going into effect, the City will contribute two (2) hours per member to the Association Business Leave Pool during the term of this Agreement. In exchange, all members shall accrue two (2) hours less of vacation leave during the first full pay period in January of each calendar year, during the term of this Agreement, (or at the first pay period subsequent to the execution of this Agreement when it is administratively feasible).

(b) The President of the Association will designate and authorize members who may utilize leave pool hours, and will make a reasonably diligent effort to do so in advance in order to facilitate scheduling and the avoidance of overtime with assured usage with 48 hours notice. Prior to taking any such paid time off, all requests for such time must be submitted to the appropriate Command Staff member, who shall approve such requests unless the staffing needs of the Department make it infeasible to do so. One (1) hour for each hour of

ABL leave taken shall be deducted from the pool. Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

(c) In the months of January, April, July, and October, HFD Payroll will send a report to the Fire Chief, and the President of the Association with the names and amount of leave pool hours utilized by each Firefighter during the preceding three (3) months including a year-to- date total.

(d) Employees elected or appointed to represent the Union shall be granted ABL time to perform their union functions including, but not limited to attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance! complaint procedures without loss of pay.

(e) THE ASSOCIATION SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY INCLUDING THE CITY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

Section 6. Preemption.

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, 143 of the TEXAS LOCAL GOVERNMENT CODE, or Section 101.004 of the TEXAS

LABOR CODE, or any other state statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions, as authorized by Sections 174.005 and 174.006 of the TEXAS LOCAL GOVERNMENT CODE.

ARTICLE 11

SHIFT EXCHANGES AND EMPLOYEE SUBSTITUTIONS

Section 1. Substitutions

Firefighters of the bargaining unit shall be allowed employee substitution or to trade time with Firefighters of equal rank or classification, or in any classification that the Firefighter is qualified to work (one (1) rank above that of the affected member), with the equivalent certification and completed the respective internships, if necessary.

Section 2. Serious Injury/Illness

Any Firefighters of the bargaining unit, who are subject to injury or illness not related to the person's line of duty or have a family member with a bonafide injury or illness, may request that another Firefighter of the bargaining unit be allowed to substitute for them as per Texas Local Government Code Section 143.073. Substitution personnel working for another Firefighter under this provision need not be of the same classification as the Firefighter being worked for, provided there are sufficient eligible Firefighters on-duty to fill those positions requiring specific classifications. Substitution hours under this section shall be without restriction. Substitutions cannot exceed a period of 180 days and will be referred to the Joint Labor Management Committee for further determination.

Section 3. Shift Exchanges.

The City has agreed to facilitate its Firefighter's shift exchanges, recognizing that a Firefighter's choice to do so is at the Firefighter's sole option and for the Firefighter's convenience. There is no incentive, encouragement, benefit or promise of any reward or advantage by or on behalf of the City in connection with this option. Notwithstanding any provision of this Agreement, the City may make any changes in policies or practices necessary to comply with state and federal law and regulations, including but not limited to 29 C.F.R. 553.31, as to the City's involvement, regulation,

or approval of Firefighter participation in this voluntary option.

ARTICLE 12

MEDIATION AND DISPUTE RESOLUTION PROCEDURE

Section 1. Mediation

The Fire Department and the Association shall jointly develop procedures to refer certain disputes regarding Firefighters to mediation similar to that permitted for Firefighters Texas Local Government Code. The procedures shall be approved by the Fire Chief and the Association President and made available to all members on an annual basis.

Section 2. Dispute Resolution

The City shall continue to maintain and utilize the processes previously established by the Civil Service Commission (CSC). The CSC shall continue to succeed to all the authority, responsibilities and duties previously reposed in the Civil Service Commission for the City of Houston as it relates to Firefighters. The CSC will have jurisdiction, with the exception of arbitrations, over appeals of disciplinary actions, Step IV appeals of grievances, and all other duties associated with the classification system, promotional system, and medical and psychological (fitness for duty) separations, set out in the City Charter, the Code of Ordinances, and Chapter 143, TLGC. All disciplinary appeals from temporary suspensions of one or two days and/or written reprimands are exclusively within the jurisdiction of the CSC, except written reprimands are exclusively within the jurisdiction of the CSC, except as specifically otherwise provided in Chapter 143.129, as may be amended by this Agreement. The Joint Labor Committee shall have the exclusive authority to amend and implement revision to this section. All member of the Joint Labor Committee must vote either in person or by proxy for any proposed revisions of this article. The Joint Labor

Committee shall have the sole and exclusive authority to select and maintain twelve (12) qualified independent hearing examiners (IHE's) to preside over all appeals of discipline to the IHE instead of the CSC. The Joint Labor Committee may establish a rules subcommittee comprised of three classified firefighters representing the City and three firefighters representing the Association as may be needed to review and recommend changes to the rules and procedures to be followed by the IHEs.

ARTICLE 13

PAYROLL DEDUCTION OF DUES

Section 1. Dues Deduction.

The City agrees to deduct, once each month, dues and assessments, in an amount certified to be current by the Financial Director of the Association, from the pay of those Firefighters who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted, each month, together with the names of the Firefighters from whom dues have been collected, by the Employer to the Financial Director of the Association. This authorization shall remain in full force and effect during the term of this Agreement. The City shall within fifteen (15) calendar days forward to the Association a copy of all authorization or cancellations of voluntary deduction of Association dues by Firefighters in the unit.

Section 2. Consistent.

Except as otherwise provided in this Article, all payroll deduction procedures shall be consistent with the City of Houston Executive Order EO 1-13 revised September 24, 2010.

Section 3. Indemnification.

The Association shall indemnify, defend, and hold harmless the City from any claim, suit, or other form of liability that shall arise out of or as a result of any action taken by the City for purposes of complying with this Article.

ARTICLE 14

CONTRACT GRIEVANCE PROCEDURE

Section 1.

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances, and 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 Firefighter 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 on which it is based; (2) the section(s) of the contract alleged to have been violated; (3) where Maintenance of Standards is the basis of the contract grievance, the specific standard that is the basis of the complaint must be reasonably identified (however this portion of the grievance may be supplemented as to such detail no later than the Grievance Committee's determination on the grievance); (4) the remedy or adjustment sought; and (5) the Firefighter's signature, or if filed by the Association, the signature of the Grievance Committee Chairman or local Association President.

Section 2. Grievance Procedure:

Step 1

A Firefighter who is aggrieved must file a grievance with the Association Grievance Committee within thirty (30) calendar days of the date upon which the Firefighter knew of or should have known of the facts or events giving rise to the grievance. During this time the Firefighter is encouraged to verbally inform his/her immediate supervisor of the grievance and seek resolution

of the grievance, if possible, at the supervisor level, consistent with the terms of the Agreement. If the Association files a grievance on its own behalf, it must also do so within thirty (30) calendar days of the date upon which the Association knew or should have known of the facts or events giving rise to the grievance. A copy of the notice of receipt of the grievance shall be forwarded to the Fire Chief or his designee by the Association Grievance Committee within five (5) business days of receipt of the grievance. The Association Grievance Committee shall within fifteen (15) business days of receipt of the grievance, determine in their sole discretion, if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Fire Chief or his designee 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.

Step 2

Any grievance found to be valid by the Association Grievance Committee shall be submitted to the Fire Chief or his designee within ten (10) business days of the Step 1 ruling. After receipt of the grievance, the Fire Chief or his designee shall submit his response in writing to the Association Grievance Committee within fifteen (15) business days.

Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) business days from receipt of the Fire Chief's or his designee's decision to submit the matter to arbitration. Within the ten (10) Days and prior to submitting the grievance to arbitration, the City and Association agree to meet in person to discuss the grievance in an effort to find a resolution without arbitration. The Association Grievance Committee will invoke arbitration by delivering a letter so stating to the Fire Chief or his Designee and the Fire Department Legal Services office.

Step 4

If a grievance is submitted to arbitration, the City and the Association may, within five (5) business days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on such an appointment, the City shall, within five (5) business days, request a list of seven (7) arbitrators from the American Arbitration Association (“AAA”) or the Federal Mediation and Conciliation Service (“FMCS”) with a courtesy copy of the request being sent to the Association within three (3) business days. Should the City fail to timely request a list, the Association itself may request a list from the AAA or FMCS and send notice to the Fire Chief or his designee within eight (8) business days. Within ten (10) business days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator.

If either party fails to participate in the selection of an arbitrator within the ten (10) business day period as stated above, the other party is authorized to strike four (4) names on the list and return it to the AAA or FMCS for selection of the arbitrator from the remaining names on the list, with a copy to the other party sent by facsimile and by certified mail.

The arbitrator so selected shall, through the agency selected, be promptly notified of his 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) calendar 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 variations of the present Agreement or to arbitrate away, in whole or in part, any provisions of amendments thereof.
- (d) The party that does not prevail in a contract grievance shall bear all costs of the arbitrator. Where the arbitrator does not make an award to either the City or the Association, then both parties equally share the cost of the arbitrator. If a transcript of the proceedings is requested, the requesting party shall bear the cost 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. If requested by a party, the other party shall provide a witness list to the opposing party no later than three (3) business days prior to the hearing. Each party to a hearing shall provide any subpoena duces tecum to the opposing party no later than seven (7) calendar days prior to the hearing.
- (f) For the purpose of this Article only, "business day" shall be defined as working days excluding City holidays (observed date), any day the City closes due to emergency, such as inclement weather, Saturday or Sunday then the due date will fall on the next business day.

All time limits set forth in this Article may be extended by 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 may 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.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded his or 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 3. Civil Service Appeals

All appeals of Firefighters' disciplinary matters heretofore heard by the Civil Service Commission or Hearing Examiner as provided in the Texas Local Government Code, Chapter 143, shall continue to be so heard and with all rights of appeals as provided in the Texas Local Government Code, Chapter 143, et seq., Vernon's Texas Codes Annotated, as amended and are not subject to the contract grievance procedure.

Section 4.

The parties agree to refer this article to the Joint Labor Management Committee for further review.

ARTICLE 15
MINIMUM STAFFING

Section 1. Duty to Bargain; Mutual Objectives.

The City of Houston and the Houston Fire Department contend that Chapter 174 of the Texas Local Government Code (The Fire and Police Employee Relations Act) does not mandate bargaining or contractual resolution of staffing levels. The Association does not agree. However, the parties both agree that they have mutual interests in addressing and resolving the issues in this Article, and have chosen to do so in a spirit of cooperation toward the objective of enhancing trust, confidence, and working relationships. Neither the City nor the Association concede or waive their legal positions or rights as to future bargaining cycles by bargaining and reaching agreement on this Article. No rights shall exist under this Agreement for minimum staffing except as specifically set forth in this Article, and no policy or practice not set forth in this Article shall be contractually required or enforceable under this Agreement as a past practice or standard. It is understood and agreed that the following provisions do not change current practice and authority to assign personnel to function in a higher classification.

Section 2. Emergency Response.

(a) District Chiefs—All District Chief vehicles shall be staffed with one (1) District Chief and one (1) E/O Incident Command Technician.

Additionally any District newly created during the tenure of this Agreement, will also be staffed with a District Chief and one (1) E/O Incident Command Technician. All backup Incident Command Technicians shall be of the Engineer/Operator rank.

(b) Heavy Apparatus—The City of Houston Fire Department shall provide a minimum of 4-member staffing on all HFD Heavy Apparatus (Engine Companies. / Ladder Co.) in active service status. Engine Company minimum will be set at four (4) personnel consisting of one (1) Captain, one (1) Engineer, and two (2) Firefighters. Ladder Company minimum will be set at four (4) personnel consisting of one (1) Sr. Captain, one (1) Engineer, and two (2) Firefighters.

(c) Nothing in this Agreement shall limit, change, or modify the rights of the City or the Fire Chief to set, determine, change, or modify the number, locations, service status, or utilization of fire stations, facilities, and apparatus.

(d) HFD Heavy Apparatus with temporarily reduced minimum staffing may respond to calls with another apparatus that meets minimum staffing as a Task Force

Section 3. Emergency Medical Service Apparatus.

(a) At all times, a minimum of 65% of all HFD ALS Apparatus will be staffed with a minimum of two (2) Credentialed Paramedics. All two (2) person ALS apparatus will be staffed with one (1) credentialed Engineer/Operator and one (1) credentialed Firefighter. Interns shall not be counted in determining the minimum staffing of EMS units in this section except in unusual circumstances or emergencies, and then only on ALS Squad units. Abuse of this exception shall be subject to a grievance under Article 14 of this Agreement, but not under TLGC § 143.127, et seq.

(b) Each HFD Basic (BLS) Ambulance Unit will be staffed with a minimum of two (2) Credentialed EMT's, consisting of one (1) Engineer Operator, and one (1) Firefighter.

(c) HFD shall maintain no fewer than fifteen (15) rotation stations. The JLMA will guide operation of Rotation Stations.

Section 4. Rescue Units.

Rescue Units will each be staffed with a minimum of four (4) personnel consisting of one (1) Captain, one (1) Engineer Operator and two (2) Firefighters. Heavy Rescue Units will consist of a minimum of five (5) personnel consisting of one (1) Senior Captain, one (1) Engineer Operator and three (3) Firefighters. Personnel assigned to the Rescue Division are prohibited from working overtime, debit-days, or on fill-in assignments in Suppression.

Section 5. Hazardous Materials Units and ARFF Division Units

All Hazardous Materials Units will be staffed with a minimum of four (4) personnel consisting of one (1) Sr Captain, one (1) Engineer Operator and two (2) Firefighters on HM1022 as currently staffed and one (1) Captain, one (1) E/O and two (2) Firefighters on HM2022 and HM 3066 with the exception of the Foam Engine which will be staffed with one (1) Engineer Operator and one (1) Firefighter. Personnel assigned to the Hazardous Response division are prohibited from working overtime, debit-days, or on fill-in assignments in Suppression.

b. All ARFF Units staffing shall be in compliance with current HAS and City of Houston Agreement in place as of 3/1/2024.

Section 6. Classified Only Assignment to Dispatch.

Only City of Houston Firefighters who hold a Firefighter certification with the Texas Commission on Fire Protection (“TCFP”) and a classified position with the Houston Fire Department shall be assigned to serve or act as a Communications Captain, Communications Senior Captain, Chief Communication Officer, or Deputy Chief Communications Officer.

Section 7. Minimum Staffing and Communications—Arson Division.

The Arson Division’s minimum staffing levels shall be 1 (one) Deputy Chief Investigator, 6 (six) Chief Investigators, 9 (nine) Senior Investigators, and 54 (fifty four) Investigators. At all times,

On Duty Staffing levels will constitute 6 (six) classified members who are assigned to the Arson Division. The Deputy Chief Investigator shall assign all positions based on these minimum staffing requirements of the Arson Division.

ARTICLE 16

TRANSFERS

Section 1. Transfer Policy.

The Fire Chief will produce a transfer policy for the Fire Department. This policy shall make seniority in rank the deciding factor for all openings for the ranks of Firefighter, Engineer/Operator, Captain, Senior Captain, and District Chief in Emergency Response, with the exception of denial based on just cause. Deputy Chiefs and Incident Command Technicians will be administratively transferred without reference to seniority. Emergency Response for purposes of this Article, shall include Firefighters of Suppression and EMS divisions with the exception of EMS supervisors. EMS supervisors are subject to Section 2 below. The Joint Labor Management Committee shall meet annually to review and submit recommendations for a department wide transfer policy. As a part of their work, the committee will seek input from the affected divisions.

Section 2. Specialized Areas.

Initial Special Operations Training – A point system shall be utilized for selection of members for initial special operations training, see Exhibit. Additional requirements for entry into the Special Operations Divisions shall annually approved and published by the Joint Labor Management Committee.

Transfers into Special Operations Divisions - The points system used for entry into the Special Operations Divisions will include points for seniority and for each year of service completed in the Special Operations Divisions up to a combined maximum of ten (10) points.

Each Firefighter will receive one (1) point for every year of completed service in rank up to a maximum of five (5) points. Each Firefighter will receive one (1) point for every year of

completed service in the Special Operations Divisions up to a maximum of five (5) points. In cases where the combined total points are equal, the Firefighter with the most seniority shall prevail.

Points for years completed in a Special Operations Division shall not count in a different Special Operations Division. Example, years of service in ARFF do not count towards Rescue, HMRT service does not count towards ARFF.

EMS Supervisors – EMS Supervisor positions (Captain or Senior Captain) will be awarded to eligible members based on seniority in rank. Eligible members must be currently credentialed paramedics who have successfully completed the supervisor credentialing programs.

Section 3. Procedures.

The criteria used for any points system utilized by the Houston Fire Department shall be published at least annually, or any time there is a change to criteria. The Fire Department shall post any openings for transfer Emergency Response or Specialized areas at least four (4) times per year. All bids or requests for transfer must be made in writing within fifteen (15) calendar days from the initial postings of any opening. If the last day of transfer posting falls on a day that the transfer office is closed, the Fire Department shall extend the posting to the next day. If no one applies within fifteen (15) calendar days, the opening will be closed and considered an old opening. Old openings will be re-opened and posted for seven (7) additional calendar days after the posting results are given and shall be filled on a first come basis. If not filled within seven (7) calendar days from re-opening, the Department reserves the right to fill the position by administrative transfer.

Section 4. Existing rights preserved.

The Fire Chief may, at his discretion, transfer a Firefighter in accordance with TEXAS LOCAL GOVERNMENT CODE 143.1095. This Article does not impair or restrict any existing legal right or authority of the Chief or the City's government body under Chapter 143 to change classifications or prescribe job duties by ordinance.

ARTICLE 17
COMPENSATION

Section 1. Effective Date.

Base pay increases shall become effective the first day of that fiscal year and will be reflected in the paycheck of the first full pay period after July 1. Similarly, pay increases will be effective the first day of subsequent fiscal years and will be reflected on the paychecks of the first full pay period after July 1.

Section 2. Base Salary.

The annual base salary for all ranks shall receive an increase as follows:

Fiscal Year 25 (7/1/24 to 6/30/25)	10%
Fiscal Year 26 (7/1/25 to 6/30/26)	3% (with 3% escalator*)
Fiscal Year 27 (7/1/26 to 6/30/27)	3% (with 3% escalator*)
Fiscal Year 28 (7/1/27 to 6/30/28)	4% (with 2% escalator*)
Fiscal Year 29 (7/1/29 to 6/30/30)	4% (with 2% escalator*)

* Escalator percentages are contingent on joint efforts by the City and the Association to seek and ensure additional new revenues to the City for public safety.

Section 3. Longevity Pay

In addition to base salary, the City shall pay to each Firefighter \$2.00 bi-weekly pay period for each year of service in the City of Houston up to and including twenty-five (25) years of service. Longevity pay shall be effective on the first day of the first pay period following the Firefighter's anniversary date. In computing actual service, time spent on authorized military leave for service with the armed forces of the United States shall be included. Any other period of time in which a Firefighter is out of the service of the City, or absent on leave without pay, in excess of ninety (90)

days in any thirty-six (36) month period, is not counted. In the case of extended leave without pay only the period in excess of ninety (90) days is not counted.

Section 4. Hazardous Materials Assignment Pay.

The City shall pay \$125.00 for each bi-weekly pay period of actual assignment to each Firefighter of the Fire Department assigned by the Fire Chief or his designee to the Hazardous Materials Response Team when the Firefighter stabilizes or participates in the stabilization of hazardous material in an emergency.

Section 5. District Training Officer Assignment Pay.

a) Emergency Response.

The City shall pay \$125.00 bi-weekly to each Firefighter the Fire Chief or his designee assigns to perform the duties of District Training Officer (DTO). The Fire Chief or his designee shall assign one DTO per shift for each district in the Emergency Response Divisions, as they exist on the date of execution of this Agreement. The position of DTO shall be filled by the rank of District Chief, Sr. Captain, or Captain. Only Firefighters who actually perform the duties and responsibilities of DTO shall be eligible to receive DTO Pay.

b) Arson, Fire Prevention, Communication and Val Jahnke Training Facility.

The City shall pay \$125.00 bi-weekly to each Firefighter the Fire Chief or his designee assigns to perform the duties of Division Training Officer (DTO). Only Firefighters who actually perform the duties and responsibilities of DTO shall be eligible to receive DTO Pay. There shall be a minimum of five (5) DTO's in the Arson Division. There shall be a minimum of five (5) DTO's in the Fire Prevention Division. There shall be a minimum of one (1) DTO in the Val Jahnke Training Facility. There shall be a minimum of eight (8) DTO positions available in the Communications Division; one (1) DTO per each 24-hour shift, and four (4) administrative DTO's

to develop and provide initial group training for new Firefighters assigned to the Communications Division, and to develop and provide RMS (Record Management Systems) and CAD system training to both HEC administrative personnel and Emergency Response field personnel, as well as other required training. The position of Division Training Officer (DTO) shall be filled by the equivalent rank of District Chief, Senior Captain, or Captain.

Section 6. Field Training Officer Assignment Pay.

The City shall pay \$92.00 bi-weekly to each Firefighter the Fire Chief or his designee who has a responsibility to conduct training. Only Firefighters who actually perform the duty shall be eligible to receive Field Training Officer (FTO) pay. When the duties of FTO are assigned and performed, FTO pay shall be paid regardless of other assignments or pays. The duties of FTO shall only be assigned to Firefighters in the rank of Captain, Senior Captain, EMS Supervisor, District Chief, Deputy Chief or equivalent rank.

Section 7. Paramedic/EMS/Preceptor Assignment Pay.

The City shall pay \$ 90.00 bi-weekly to each Firefighter designated by the Fire Chief or his designee to perform the duties of Paramedic or EMT Preceptor. Paramedic/EMT Preceptor Pay shall only be paid while an intern is assigned to the Paramedic/EMT Preceptor or Supervisor.

Section 8. Paramedic Assignment Pay.

The City shall pay Paramedic Assignment Pay to qualified Firefighters holding a current valid State of Texas Paramedic Certification, as follows:

The City shall pay \$414.88 bi-weekly to each Firefighter who is a certified Paramedic serving in a non-restricted status on an EMS unit (Medic units, squads, and supervisor vehicles) or in an administrative staff assignment position as designated by the Fire Chief or his designee.

The City shall pay \$140.38 bi-weekly to Captains and Senior Captain Paramedics participating in the Paramedic Officer Program (“POP”).

The City shall pay \$ 150.00 bi-weekly to each Firefighter serving as a Paramedic while in a restricted status.

Section 9. EMT Suppression/EMT Administration Assignment Pay.

The City shall pay \$120.00 bi-weekly to EMT Suppression/EMT Administration Assignment Pay to qualified Firefighters holding a current valid State of Texas EMT Certification.

Section 10. Administrative Assignment Pay (applicable to Sections 4 -8)

The Fire Chief or his designee will pay the higher of certification or assignment pay (only one at a time) in cases where members are voluntarily or mandatorily assigned to staff positions. In cases where the member is assigned to a staff position as a result of discipline, the Fire Chief or his designee is not required to pay certification or assignment pays. The Fire Chief or his designee will provide written refusal upon request from the individual not receiving administrative assignment pay. The Association will receive a quarterly report identifying members not receiving certification or assignment pays.

Section 11. Bilingual Pay.

The City shall pay Bilingual Pay in the amount of \$69.23 bi-weekly to eligible Firefighters who have qualified for Bilingual Pay.

Section 12. Higher Classification Pay.

The City shall pay higher classification pay to a Firefighter who is required to perform the duties and responsibilities of a position or rank above that which he/she normally holds as specified in Texas Local Government Code 141.033(b) and/or 143.111, as applicable. A Firefighter shall be paid for actual time worked in the higher classification, regardless of whether an entire shift is

worked, but in any event shall be paid for not less than 12 hours for time worked in the higher classification if dispatched on an emergency response. At no time will a member be mandated to ride down in rank and or out of classification.

Section 13. Certification and Training Incentive Pay.

All Firefighters who meet the requirements established for training certification from the Texas Commission on Fire Protection as a Firefighter or TCOLE certification shall receive incentive pay for one of the levels attained per current practice as follows:

First Level (Sworn date- 5 Years):	\$53.85 bi-weekly
Second Level (6-11 Years):	\$92.08 bi-weekly
Third Level (12 + years):	\$115.08 bi-weekly

Section 14. Education Incentive Pay.

Any firefighter who has or is awarded a degree by an accredited college or university, the incentive pay biweekly shall be \$140.00 for a Bachelor’s Degree; \$240.00 for a Master’s Degree; \$340.00 for a Doctorate Degree.

These amounts are cumulative for advanced degrees so that only one biweekly award may be paid based upon the highest degree awarded. Acceptable certification of the award of a degree must be provided before the Education Incentive Pay shall be paid. Should there be any delay in confirmation such that implementation of this pay does not begin as of the next full pay period after submission, the firefighter shall nonetheless be entitled to receive any backpay for the period of administrative delay.

Section 15. College Tuition Reimbursement.

Firefighters shall be entitled to receive tuition reimbursement for the successful completion of credit hours at an accredited college or university in a Texas public institution which a firefighter

enrolls during his/her employment as a firefighter with the Department. Any state reimbursement shall be deducted from the City's tuition reimbursement.

As a condition of accepting tuition reimbursement for successful completion of coursework, a firefighter must remain employed with the Department for a minimum of three (3) years upon completion of the degree program. The three (3) year requirement applies to firefighters who begin a degree program after the effective date of this contract.

If the firefighter separates employment voluntarily (for example, retirement or resignation) within three (3) years of completing the degree program, the firefighter must refund the City all college tuition reimbursement costs he/she received from the City in the three years preceding the separation date.

If at the time of the firefighter's voluntary separation and the degree program is not finished, the firefighter must refund the City all college tuition reimbursement costs he/she received from the City in the three years preceding the separation date.

If the firefighter is involuntarily separated from employment (i.e. indefinite suspension or termination and not reinstated) while he/she is working on a degree program or has completed a degree program, the firefighter shall reimburse the City the value of tuition reimbursement, if any, of what he/she received in the one- year period prior to the date of the involuntary suspension.

In the event the firefighter is required to reimburse the City, this Agreement shall constitute the written authorization to deduct such reimbursement costs via payroll deduction and the value of any accrued paid leave. The foregoing payback provisions do not apply to a firefighter separated by the Firefighter Civil Service Commission, for the City of Houston, for fitness for duty, or killed in the line of duty.

Tuition reimbursement shall be at a flat rate reimbursement for the successful completion of coursework in the following five levels of study: Bachelor (B.A. or B.S.), Master (M.A. or M.S.), Master of Business/Public Administration (M.B.A./M.P.A)), Doctorate (PhD.), and Juris Doctor (J.D.). The initial reimbursement schedule is as follows:

STUDY LEVEL HOUR	REIMBURSEMENT RATE PER CREDIT
Undergraduate	\$417.00
Masters	\$456.00
MBA/M.P.A	\$838.00
Doctorate	\$456.00
J.D.	\$1,020.00

Firefighters hired after the execution of this Agreement seeking J.D. tuition reimbursement shall be reimbursed at the MBA rate. The annual flat rate tuition reimbursement shall be adopted from the HPFFA and the JLMC review.

A firefighter MUST seek tuition reimbursement for successful completion of courses within 180 days of the posting of grades for each course. Successful completion of bachelor courses (B.A./B.S.) and law school courses (J.D.), means grades equivalent to a “C” or better, will be reimbursed. Successful completion of graduate courses (M.A., M.S., MBA, and JD/PhD.), means grades equivalent to a “B” or better, will be reimbursed. Lower grades for undergraduate, graduate, and law school courses will not be reimbursed.

Tuition reimbursement DOES NOT apply to correspondence, web based, or other distance learning courses unless they are taken from an accredited school or university as part of a degree program. Tuition will only be reimbursed for coursework credits (i.e. not for credits granted for life experience, training credits, or other credit granted without coursework).

Firefighters are entitled to a Joint Labor Management Committee to review and comment on any changes in accordance with this Article for eligible costs as stated herein which are not covered entirely from other sources such as VA/GI Bill, LEEP, 100 Club, scholarships, grants, etc. Under no circumstances will a firefighter be eligible to receive tuition reimbursement for more than 100% of his/ her actual tuition costs.

Should a Firefighter receive tuition reimbursement from the City and also received additional funding from a third party so that the total reimbursement exceeds 100% of the firefighter's actual costs, the firefighter must reimburse the City all funds which exceed 100% of the actual costs.

At the completion of a course for which a letter grade is not given, the City will reimburse on a passing or satisfactory rating or grade. On a multi-semester course in which a grade is not given or awarded until final completion of the entire course, reimbursement will not occur until completion of all components of the multi-semester course.

Section 16. Arson Investigator Incentive Pay

Step Levels Annual Pay

Step One	\$2,200.00
Step Two -	\$3,400.00
Step Three -	\$4,000.00

Minimum Qualification Requirements:

Step One:	Begins at the effective promotion date to the rank of Investigator within the Arson Division
Step Two:	Minimum of 6 years seniority within the Arson Division
Step Three:	Minimum of 8 years seniority within the Arson Division

Section 17. Office of Emergency Communications and Life Safety Bureau and Inspections Assignment Pay.

The City shall pay \$75.00 bi-weekly to each Firefighter who is assigned to the divisions of the Office of Emergency Communications, Aircraft Rescue Firefighting, and Life Safety Bureau and Inspections as an inspector.

Section 18. Rescue Division and Aircraft Rescue Firefighting Assignment Pay.

The City shall pay \$125 bi-weekly to each Firefighter who is assigned to the HFD Rescue Division and Special Operations.

Section 19. Overtime

(a) Except as may otherwise be specified in the terms of this Agreement, all Firefighters shall be compensated at the rate of time-and-one-half (1 1/2) of their regular rate of pay for all actual hours worked outside of their regularly scheduled twenty-four (24) hour shift or work schedule.

(b) “Regular Rate of Pay” or “Regular Rate” for the calculation of overtime, shall have the meaning prescribed by the FLSA (in accordance with 29 CFR Sections 778.107, 108, 109, and 113) and overtime shall be calculated pursuant thereto.

(c) In accordance with state and federal law, the effective regular rate of pay for Emergency Response personnel for purposes of this Article shall be calculated with a denominator of 93.4 hours for each fourteen (14) day pay period rather than the pre-existing practice of using eighty (80) hours.

(d) In accordance with state and federal law, the effective regular rate of pay for classified personnel of the Communications Division working a forty-two (42) hour work

week consisting of twenty-four (24) hour shifts for purposes of this Article shall be calculated with a denominator of 84 hours for each fourteen (14) day pay period.

(e) Firefighters required to work more than an average of 46.7 hours a week during a seventy-two (72) day work cycle designated by the Department Head are entitled to be compensated for the overtime at the rate of time one and a half (1 1/2) of their regular rate of pay.

(f) Classified personnel of the Communications Division working a forty-two (42) hour workweek consisting of twenty-four (24) hour shifts who are required to work more than an average of 42 hours a week during a seventy-two (72) day work cycle designated by the Department head are entitled to be compensated for the overtime at the rate of time one and a half (1 1/2) of their regular rate of pay.

(g) All "day of" a recognized city holiday will be compensated at one and half times a member's normal rate for those who are regularly scheduled and twice a member's rate for all those held over, day of call-in, or prescheduled overtime.

(h) Unless previously scheduled by mutual agreement for a period of less than four (4) hours, any off-duty Firefighter who is called back to work or prescheduled to work shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.

(i) Firefighters on SHO (Shift Holdover Overtime) should be replaced by a regular on-duty fill-in or a Firefighter called in on overtime by 1030 hours, except when no replacement can be found. If a Firefighter on SHO has not been notified that a replacement is en route by 1030 hours that Firefighter shall be offered to work the first twelve (12) hours of the twenty-four (24) hour shift. If the Firefighter on SHO overtime chooses not

to accept the voluntary overtime, then the vacancy (overtime) will be filled consistent with the overtime call-in procedure.

(j) All overtime assignments in the Fire Prevention Inspection Division shall be limited to those Firefighters assigned to Fire Prevention Inspection and all overtime assignments in the Arson Division shall be limited to those Firefighters assigned to the Arson Division. In all instances overtime assignments shall be given to the qualified Firefighter with the lowest number of overtime hours regardless of rank. In the Fire Prevention Division members will only be allowed to be listed on one (1) of two (2) overtime eligibility lists (Plan Checking and Standby Detail) at a time.

(k) Overtime assignments in the Emergency Response Division, and Special Operations Division (ARFF, Technical Rescue and Haz Mat) and the Office of Emergency Communications shall be through the staffing office distributed on an equal opportunity basis as described herein. The Fire Prevention Inspection Division overtime staffing officer position shall be rotated at least every six (6) months. Overtime hours worked in Emergency Response, Technical Rescue, ARFF, Haz Mat and the Office of Emergency Communications shall be tracked separately to be used for pre-scheduled overtime and day-of overtime assignments in those Divisions. Pre-scheduled overtime assignments shall be made available on a rank-for-rank basis, utilizing an Overtime Eligibility List for member of that Division, sorted by overtime hours worked (lowest to highest, rank-for-rank) in the prior six (6) month period. Day-of overtime will be filled from a list created from the overtime sign-up list sorted by hours worked (lowest to highest without regard to rank).

(l) All overtime hours worked resulting from staffing issues at fire stations, will be counted as overtime hours worked. Each six (6) months, a new Overtime Eligibility List will be created with members listed in the order of their overtime hours worked (lowest to highest without regard to rank) in the preceding six (6) month period; however, the hours worked in the preceding six (6) months will be returned to zero (0). That list will be used for the initial sort for the next six (6) month period commencing with the first overtime cycle requiring sign-up after July 1st and January 1st.

(m) Members that decline an opportunity three (3) times in a three (3) month period will be removed from the overtime eligibility list for a period of three (3) months from that date. A decline is any time that a member has signed up to work overtime on a specific date and (a) turns down a prescheduled opportunity; or (b) is contacted day-of by the staffing office and turns down the opportunity. Any decline will result in a twenty-four (24) hours credit to the members' overtime bank balance the same as if he/she worked the overtime assignment. Three (3) no contacts by the staffing office within a three (3) month period will result in a credit of twenty-four (24) hours to the Firefighter's overtime bank balance the same as if he/she worked the overtime assignment.

Nothing in this article shall require the City to incur overtime when the Emergency or Special Operations Division have sufficient on-duty staff to fill all openings using higher classification. A list of voluntary overtime hours shall be provided to the Association on a quarterly basis.

(n) All overtime hours worked by members assigned to the Emergency and Special Operations Divisions will be counted for ranking on the Overtime Eligibility List with the following exceptions:

- (o) Hours spent tending to firefighters or firefighter's families needs either at funerals or as the result of a serious injury.
- (p) Hours spent on Shift Holdover, DST, and Emergency Incidents for less than 4 hours.
- (q) The Fire Chief reserves the right to establish the exact procedures used while incorporating the terms contained in this Article. The process of assigning overtime may be revisited on an annual basis by the Administration and the Association to determine functionality. The process shall be amended as necessary by mutual agreement pursuant to Article 30.

During emergencies declared by the Fire Chief, the Fire Chief will have the discretion to deviate from the standard staffing processes identified in this Agreement. However, all hours worked during the declared emergency will count toward the members' total overtime hours worked.

- (r) Notwithstanding any provision in Chapter 142 or 143 of the Texas Local Government Code, overtime shall be voluntary, except when necessary to keep staffing levels at a minimum under Article 15, or to keep an EMS unit in service, or to attend required training (with a minimum of thirty (30) days notice) as identified by the Fire Chief, and/or when the Fire Chief or his/her designee determines an emergency situation or condition exists that warrants mandatory overtime. Outside of the Firefighter's regular schedule, overtime shall only be paid for actual hours at work. Pre-scheduled overtime duty is not a part of the regular schedule.

- (s) It is understood and agreed that the City is entitled to the exemption under 7(k) of the FLSA and that the Firefighters meet the test for the 7(k) (also referred to as the 207k)

exemption. Firefighters are currently working 144 hours during one 24 day work period and 168 hours during the other two 24 day periods that occur during a 72 day work cycle. Both parties agree that, as per the Opinion Letter dated November 6, 2003, from the U. S. Department of Labor attached hereto and marked Exhibit “D”, the City has legitimately adopted a 24 day work period pursuant to the Section 7(k) exemption even though the duty cycle may take longer than 24 days to repeat.

Section 20. Mutual Agreement.

If the actual fiscal experience of the Department requires some flexibility in scheduling or implementation dates under this Agreement, the Association Executive Board shall have the delegated authority to agree to temporary modifications in terms and/or implementation dates in this Agreement; provided however, that no such changes may exceed sixty (60) days without submission of an amendment to the Association membership for ratification.

Section 21. Preemption.

To the extent that any provision of this Article conflicts with or changes Chapter 141, 142, 143, or any other statute, executive order, local ordinance (including but not limited to City of Houston Ordinance No. 97-1575 and 93-623, and City Code Section 14-73) or rule, this Article shall supersede such provisions, as authorized by Section 174.005 or 174.006 of the Texas Local Government Code.

ARTICLE 18
RETIREMENT AND SEPARATION

A. PHASE DOWN PROGRAM

1. The Phase Down Program (PDP) provides firefighters an option to the current lump sum cash distribution of paid time off, sick, vacation and compensatory time leave balances. Phase Down will allow firefighters with an election to take leave and extend the payment of their accrued leave bank balance over a period of time up to and including the total amount of leave in their bank.
2. There are three (3) options in Phase Down: Phase Down Option (PDO), Deferred Cash-Out Option (DCO) and Rollover Election (RE).
3. Firefighters entering either the PDO or DCO shall be entitled to pay active employee insurance rates for up to four (4) years.
4. The calculation of the years shall commence from the firefighter's actual date of entry into phase down.
5. During the time a firefighter is participating in Phase Down, the firefighter shall not accrue leave.
6. The first day of the firefighter's participating in Phase Down shall not be deducted from the firefighter's leave bank and shall be designated as a processing day.
7. If a firefighter in Phase Down dies, the balance of his Phase Down bank shall be paid to his designated beneficiary. The value shall be determined based upon the value at which it was accrued.
8. The leave in a firefighter's Phase Down bank shall be utilized in accordance with accounting principle of "first in – first out" (FIFO).
9. PHASE DOWN OPTION

The Phase Down Option (PDO) provides Firefighters a permissible alternative to the current lump sum cash distribution of accrued leave balances. The PDO allows a certain number of Firefighters to take leave and extend the payment of their accrued leave bank balance over a period of time up to and including the total amount of leave in their bank.

- A. While a Firefighter is participating in the PDO, the Firefighter is considered actively employed by the City of Houston Fire Department (HFD) as a classified Firefighter.
- B. Firefighters who elect to participate in the PDO are subject to the following conditions and privileges.
 - 1) Election Process.
 - a) The Firefighter must have completed twenty (20) years of classified service before he or she may sign up for the PDO.
 - b) Firefighters may elect to participate in the PDO based upon total classified HFD departmental seniority. Seniority is based upon the seniority list produced by the Human Resources Division in accordance with the departmental policy in effect on the date this Agreement is ratified and thereafter.
 - c) There are two (2) Priority Election period in each calendar year:
 - i. During this Agreement, the election periods begin on June 1 or the first business day thereafter, and December 1st or the first business day thereafter.
 - d) A Firefighter must report to the Houston Firefighters' Relief and Retirement Fund within the twenty (20) business day period before the first day of the Priority Election deadline to enroll and make his or her election.
 - e) If there are unfilled positions after the "Priority Election period" those positions shall be filled on a daily basis by those seeking to participate in the PDO. Seniority is used as a tiebreaker for Firefighters signing up on the same day. The filling of vacancies in the PDO after the Priority Election period will be with regard to when the Firefighter signed the Irrevocable Election Form.

- f) The enrollment list created under each election period shall expire at the end of the respective Phase Down period, as to all Firefighters not reached for the program.

2) Implementation.

- a) During the Priority Election period of the PDO, the HFD shall allow up to one hundred (100) Firefighters to participate in the PDO. Firefighters are selected for the PDO based upon total department seniority.
- b) In successive election periods, the HFD shall authorize up to 100 additional Firefighters to participate in the PDO. The HFD may, at its discretion, increase the maximum participation above the 100 number limit of Firefighters in each enrollment period. The selection of additional Firefighters above the 100 minimum per each enrollment period shall be at the Fire Chief's sole discretion; however, if the number is increased, the seniority selection criteria shall still apply.
- c) Firefighters not in the PDO are not entitled to "ride out" accrued leave,.
- d) Once a Firefighter has been notified of his or her selection, the Firefighter must execute a written IRREVOCABLE election form to participate in the PDO, within 15 days after such notification. The form utilized by the HFD to begin a Firefighter's participation in the PDO shall contain at least the following information:
 - i. Firefighter's name, address, phone number and payroll number;
 - ii. Date the form is completed;
 - iii. Effective date of the election to begin participation in the PDO, which must be within the current election period;

- iv. Language advising the Firefighter that his or her election to begin participation in the PDO is IRREVOCABLE. The language must be in all caps and underlined so it's conspicuous;
- v. The designation of a beneficiary;
- vi. Signature

On the effective date of a Firefighter's IRREVOCABLE election to begin participation in the PDO, that Firefighter's position in the Department is vacant as a matter of law. The vacancy must be filled in accordance with the applicable provisions of the Texas Local Government Code, including Section 143.108, as amended from time to time, and the relevant case law.

3) Conditions, Restrictions and Revocation.

- i. During the time a Firefighter is participating in the PDO, the Firefighter shall use existing leave balances on a day for day basis, and shall be paid at the same rates and shift schedule applicable on his or her final full pay period before entering the PDO (which shall include, but is not limited to: Base Pay, Longevity Pay, Educational Incentive Pay, Certification Pay and Assignment Pay).
- ii. The Firefighter must observe and be paid for City Holidays, as designated by City Council, except for the floating holiday. Such holiday observation does not cause a deduction in the Firefighter's Phase Down bank.
- iii. The first day (8 hours) the Firefighter participates in the PDO is not deducted from the Firefighter's leave bank. It is designated as a processing day.
- iv. Each Firefighter participating in the PDO shall maintain all rights, benefits, incentives, allowances, privileges and immunities provided by

statute, ordinance, agreement and/or common law that the Firefighter enjoyed before entering the PDO, except as expressly noted herein.

- v. If a Firefighter in the PDO dies, the HFD shall pay the balance of his or her Phase Down bank to his or her designated beneficiary.
- vi. A Firefighter may only change an election for phase down in favor of a lump sum payment in the event of a bona fide medical condition or emergency which was not known at the time of the original election.
- vii. This Article shall not affect payment of lump sum leave balances upon termination or separation, which shall continue in accordance with past practice, except as follows:
 - a. All banked holidays shall be payable rather than the former practice of 11 days.
 - b. The proper components of termination (drag up) pay shall include Base Pay, Longevity Pay, Educational Incentive Pay, Certification Pay and Assignment Pay, in accord with the Texas Supreme Court decision in *Bates v. City of Houston*. Any lump sum leave balance still unpaid as of the 60th day after the Firefighter terminates employment with the City shall accrue interest at the rate of 5% per annum.

10. The value of the Phase Down bank or the Deferred Cash-Out Option will be determined based upon the value at the time the firefighter enters Phase Down or Deferred Cash-Out Option.

11. There is no recalculation or re-evaluation of a firefighter's Phase Down bank when changing from Phase Down Option to the Deferred Cash-Out Option, regardless of the reasons for change.

12. DEFERRED CASH-OUT OPTION AND ROLLOVER ELECTION

- A. Prior to the Collective Bargaining Agreements, firefighters electing to retire outright rather than enter one of the Phase Down Options received the traditional lump sum cash payout typically referred to as "drag up pay" in

accordance with §143.115, §143.1155, and §143.116 of the Texas Local Government Code.

B. The Deferred Cash-Out Option will now become the default method for all firefighters retiring from the department. As such, there are no designated sign up periods or limitations on the number of firefighters allowed to participate in the DCO. Firefighters participating in this Option shall have the following privileges and benefits:

1. A firefighter's cash value leave banks shall be valued in the same manner as currently calculated for firefighters electing the lump sum payment commonly known as "drag up" pay;
2. After the value of the leave banks have been determined, and the interest rate listed in 3) below has been calculated, then an amortization schedule will be developed and 130 equal bi-weekly payments of principle and interest shall be paid to the firefighter over a period of five (5) years;
3. Firefighters shall earn interest at a rate equal to that of the 5-year Federal Treasury Note as published in the Capital Treasury Department's Daily Yield Curve Rates at the "Daily bid yield" rate that was in effect on the date the firefighter signed this election option, plus 1%; and
4. A firefighter will be considered retired.

C. ROLLOVER ELECTION

In the event a firefighter does not wish to participate in the Deferred Cash-Out Option, upon separation from the Department the firefighter will have a one-time opportunity to have his "drag up" pay rolled over into his HFRRF DROP, 457, or 457b accounts to the extent allowed by the plans and law. This election must be made in writing and done prior to the firefighter's separation date.

1. There will be no lump sum payment made to the firefighter unless required because of an inability of the Houston Firefighters' Relief and Retirement Fund (HFRRF), a 457, or 457b plan to accept all of the "certain additional pre-tax employer contributions" made on behalf of members who have separated from service and are having payments made into HFFRRF as authorized by the AGREEMENT BETWEEN

THE HOUSTON FIREFIGHTERS' RELIEF AND RETIREMENT FUND AND THE CITY OF HOUSTON.

2. For each such member identified above, the CITY shall indicate the member's DROP/PROP Account that shall receive these employer contributions. In such an event any funds which could not be accepted by HFRRF, a 457, or a 457b account will be paid to the firefighters in a Lump Sum Pay-Out Option as described below.

D. NOTE: ALL OF THE ABOVE LISTED PAYMENT PLANS (PHASE DOWN OPTION AND DEFERRED CASH-OUT) WILL BE PAID IN TRADITIONAL W-2 FORMAT AND ON THE FIRE DEPARTMENT'S BIWEEKLY PAYMENT SCHEDULE.

E. LUMP SUM PAY-OUT OPTION

1. The Lump Sum Pay-Out Option commonly referred to as "drag up" pay will now be replaced with the Deferred Cash-Out Option.
2. A Lump Sum Pay-Out Option will only be received under the following circumstances:
 - a. A firefighter resigns before completing 20 years of service;
 - b. Termination or is involuntarily removed from the Phase Down Program by the Fire Chief in accordance with this Agreement;
 - c. Deductions for health care and coverage would be greater than the firefighter's bi-weekly payment;
 - d. Deductions for health care and coverage, for whatever reason ever increase to an amount greater than that of the firefighter's equal bi-weekly payments, the firefighter will be removed from the Deferred Cash-Out Option and will receive a final lump sum payment for the remaining principal and any accrued interest; and,
 - e. In the event of the death of a firefighter participating in the Deferred Cash-Out Option, the remaining value, including principal and any accrued interest shall be payable to the firefighter's designated beneficiary or estate as a lump sum;

- f. For any funds unable to be paid by the employer into either a HFRRF, DROP/PROP Account, a 457, or 457b account described in the Deferred Cash-Out Option/Rollover Election provisions of this Agreement.

13. Preemption Clause

To the extent that any provision of this Article conflicts with or changes any provision in Chapters 141, 142 and 143, of the Texas Local Government Code, or any other statute, executive order, local ordinance, or rule, this Article shall supersede such provisions, as authorized by Sections 174.005 and 174.006 of the Texas Local Government Code.

ARTICLE 19

HIRING OF INCOMING FIREFIGHTERS

Section 1.

(a) Both the City and Association recognize the critical need to increase classified personnel in the Houston Fire Department. During the term of this Agreement, the Fire Chief may submit an alternative hiring process that would preempt some or all of the hiring provisions contained in the Texas Local Government Code, to the Association President for mutual agreement.

(b) Lateral Transfers from other agencies and former HFD Classified members with a current and valid TCFP and TDSHS certification may be exempt from certain employment hiring requirements until the Department's staffing levels are met.

Section 2. Probationary Period

Notwithstanding the provisions of the Texas Local Government Code §143.027, a person appointed to a firefighter trainee position in the Fire Department, after the effective date of this Agreement, must actually serve a probationary period beginning on that person's date of employment and such probation shall end twelve (12) months after that date.

In bonafide cases of prolonged injury or illness recovery of probationary members who have taken the Oath of Office and transitioned from Trainee to Probationary Firefighter, the Fire Chief may authorize a one-time extension of probationary period the length of time necessary to complete phase testing requirements not to exceed six (6) months.

ARTICLE 20

DUTY DEATH FUNERALS

Section 1.

It is the intent and desire of the City to assist and support families of any member who dies on duty where the member was actively involved in responding pursuant to the member's HFD duties. To provide that assistance and support for families, the City shall pay funeral expenses for the funeral of such member in an amount not to exceed \$10,000.00 to the individual(s) designated as the beneficiary(ies) as indicated on the member's termination pay designation form. No such payment shall be made if the member has not designated any beneficiary(ies).

Section 2. Staffing.

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

Section 3. Insurance.

The City shall maintain health insurance coverage for a minimum of twelve (12) months for enrolled dependents of any member who dies while on active duty for HFD. At no time shall the LODD's dependents monthly contribution exceed the city's current active employee rates.

Section 4. City Business Leave.

In the event of a LODD, all Association Executive Board and LODD Committee members shall be carried on city business from the date of the LODD event until the LODD memorial as needed and feasible. If a LODD member has immediate relatives, including spouse, children, or siblings,

on active duty with HFD, the relative shall be carried on city business from the date of the LODD event until the LODD memorial.

ARTICLE 21

EQUIPMENT MAINTENANCE AND RESPONSIBILITY

Section 1.

It is understood and agreed that all equipment that is either issued to or used by bargaining unit Firefighters can be essential to not only the duties of each Firefighter but to the safety and function of the entire Fire Department and its mission. Therefore, it is the duty and responsibility of each Firefighter to properly maintain and safeguard all such equipment, and to report any damage to or loss of any equipment that he/she is personally responsible for.

Section 2.

Any Firefighter who intentionally or through deliberate misconduct or negligence destroys, damages, or loses any equipment issued to or used by him/her, excluding emergency apparatus or vehicles, may be required to reimburse the City in an amount determined by a Joint Labor Management Equipment Committee in accordance with this Article.

Section 3.

Reimbursement of damaged or lost equipment may be accomplished either by cash payment or utilization of the Firefighter's accrued vacation or holiday leave. The Firefighter shall provide written authorization to recover such costs by a deduction from the Firefighter's vacation or holiday leave account, or periodic payroll deduction in increments not to exceed one hundred and fifty dollars (\$150.00). The amount of recovery based on negligent conduct shall be no more than one thousand dollars (\$1,000), and the amount of recovery based on intentional destruction or deliberate misconduct shall be no more than three thousand dollars (\$3,000).

Section 4.

A Joint Labor Management Equipment Committee (Equipment JLMC) shall be formed in accordance with this provision, and the Equipment JLMC shall make the determination of responsibility in accordance with the standards under Section 2. The Equipment JLMC shall be formed as follows: the Fire Chief shall appoint two (2) members that are not assigned to Administration, the Association President shall appoint two (2) members that are not elected or appointed Executive Board members or Trustees., and the four appointed members shall select by majority vote a fifth member. The Equipment JLMC shall meet on a monthly basis.

Section 5.

This Article shall not affect the Fire Chief's disciplinary authority; provided however, that for any Firefighter required to reimburse the City under this Article, no disciplinary action may be imposed for the same conduct or misconduct.

ARTICLE 22

VACATION/HOLIDAY

Section 1. Use of Holiday Leave.

(a) The City shall guarantee that each Member shall have the right to utilize four (4) accrued holidays as defined in this article. Members shall be allowed to utilize these accrued holidays at their discretion, except on January 1st, July 4th, Thanksgiving Day, and December 25th or an emergency declared by the Fire Chief, and as long as at least four (4) working days advance notice is given to the City. During non-peak months for the term of this Agreement, no more than 7% of the minimum staffing of each shift in the Emergency Response Division shall be allowed to exercise this discretionary holiday leave on any given day, without written permission from the Fire Chief. During peak months, the Fire Chief shall be entitled to establish limits on the use of holiday time consistent with minimum staffing requirements, and existing budgetary limitations. In the event more than the maximum requests are made on any given day, the Fire Chief, or his designee, shall grant the requests based on departmental seniority.

(b) Peak months shall be June, July, November, and December. Non-peak months shall be January, February, March, April, May, August, September, and October.

(c) A Member may use accrued holiday time during an approved absence under the Family Medical Leave Act ("FMLA").

Section 2. Use of Vacation Leave.

Each Member shall be entitled to schedule and use vacation leave accrued during a particular year in the same calendar year through the annual vacation accrual/scheduling process. A

Member may request the use of additional accrued leave balances, which shall be subject to the scheduling needs of the Department.

Section 3. Vacation Scheduling

The Joint Labor Management Committee will identify potential cost savings and address the need for staff adjustments and changes. The parties will jointly agree on the implementation of any change resulting from the Joint Labor Management Committee process by interim agreement or modification of this Agreement.

Section 4. Holiday Buy Back.

(a) Members will be permitted to sell back unused holidays, to the extent and under the limitations set forth in this Article.

(b) Members may only sell holiday leave under this Article for holidays accrued and not used in the benefit year for which the sell back election is made.

(c) The Benefit year is September 1 to August 31. The criteria and limitations on annual sell back are as follows:

<u>Sick Leave Hours Used in Prior Benefit Year</u>	<u>Holiday Sell Back Leave Hours</u>
16 Accrued Leave Hours or less	72 Accrued Hours
32 Accrued Leave Hours or less	48 Accrued Hours
48 Accrued Leave Hours or less	12 Accrued Hours

(d) Members must elect to sell back in writing, on or before October 1 of the sell back year, using a form provided by the Chief or his designee.

(e) Payments shall be made by December 1 of the applicable year.

(f) The total payment under this Section for each year that this Section is in effect,

shall be determined by the City. No Member shall lose any leave balance which is not sold/purchased.

Section 5. Holidays

Firefighters, regardless of work assignment, who actually work their entire regularly scheduled shift commencing on the actual day of a City approved holiday shall accrue two (2) eight (8) hour holidays. Firefighters who are not regularly scheduled to work but are prescheduled for overtime, called in or held over on a City approved holiday, shall receive time and one half for each hour of work performed on the holiday and will also be entitled to one (1) eight (8) hour holiday accrual. Firefighters, regardless of work assignment, who actually work their entire regularly scheduled shift commencing on the actual day of a City approved premium holiday (defined above as July 4th, Thanksgiving day, December 25th, and January 1st) shall be paid time and one half for each hour worked and shall accrue holidays as set out in City Ordinance 34-59 pertaining to Emergency Response, except the holiday accrual will be one (1) eight (8) hour holiday. Firefighters who are not regularly scheduled to work but are prescheduled for overtime, called in or held over on a City approved premium holiday shall receive double time for each hour of work performed on the holiday and will also be entitled to one (1) eight (8) hour holiday accrual.

The following days shall be recognized and observed and are hereafter referred to in this Agreement as Recognized City Holidays:

1. January 1
2. Martin Luther King Jr. Day
3. Memorial Day
4. Juneteenth

5. July 4
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. December 24
11. December 25
12. Floating Holiday

Any other day the City designates as an additional City holiday (but not to include alternate work week dates designated in place of the actual Holidays listed above; for example, Friday, December 23 instead of Saturday, December 24) shall be considered a Recognized City Holiday.

Section 6. Preemption Clause.

To the extent that any provision of this article conflicts with or changes any provision in Chapters 141, 142 and 143 of the Texas Local Government Code, or any other statute, executive order, local ordinance, or rule, including but not limited to Sections 143.045, 143.073, and 143.116, this article shall supersede such provisions, as authorized by Sections 174.005 and 174.006 of the Texas Local Government Code.

ARTICLE 23
HOURS OF WORK

Section 1. Regular Work Hours.

- (a) This Article establishes the regularly scheduled work hours for Firefighters.
- (b) The Fire Chief may at any time and under any conditions require any Firefighter to work or be on duty more than his/her average number of regular hours in a work week or work cycle, notwithstanding any provision in Chapter 142 or 143.
- (c) Prior to the 2009 Agreement, the City used a 24 day work period, (three such periods over 72 days) under Section 207 (k) of the FLSA. Both parties agree that the City is entitled to use the 207 (k) exemption, and is in compliance with the provisions of the FLSA and current Department of Labor regulations.
- (d) It is further agreed and understood that this Agreement does not and is not intended to override the provisions of the Fair Labor Standards Act.

Section 2. Regular Work Hours — Emergency Response Divisions Firefighters.

Firefighters in Emergency Response Divisions shall work a 24-hour shift and shall be scheduled to work according to a four (4) shift, nine (9) debit-group work schedule. Each twenty-four (24) hour work shift shall commence at 0630 hours on one day and continue through to 0630 hours the following day.

The regular work hours of any Firefighter in the Emergency Response Division shall be an average of 46.7 hours per week. (480 hours within each 72 day work cycle), as designated by the Fire Chief. This shall be accomplished by scheduling eighteen (18) 24 hour regular

shifts and two (2) 24 hour debit days within each 72-day work cycle designated by the Fire Chief.

The Fire Chief may temporarily assign a Firefighter from an Emergency Response Division to a staff position consisting of a forty (40) hour workweek. If the assignment is involuntary, it may not last longer than twelve (12) months.

Section 3. Arson.

Day Shift - (Investigators responsible for follow up investigation activities and daytime call-out for investigation of fire scenes). Day Shift Arson Firefighters shall work four (4) days a week (Monday through Thursday), ten (10) hour shifts, unless the Firefighters have elected to work another permitted schedule (Either: 0600 to 1600 OR 0700 to 1700) or unless altered by interim agreement.

Night Shift, Excluding Saturdays - (Investigators responsible to work evening and nighttime call-out fire investigations six (6) nights per week, excluding Saturday nights). Night shift Investigators shall work three (3) thirteen (13) hour, twenty (20) minute shifts each week. Each shift begins at 1700 hours and ends at 0620 hours the following morning.

Weekend Day Shift - (Investigators responsible for daytime call-out fire investigations on Friday, Saturday, and Sunday of each week). Weekend Day Shift Investigators shall work a thirteen (13) hour, twenty (20) minute shift on Friday, Saturday, and Sunday of each week. Each shift will begin at 0500 hours and end at 1820 hours that same day.

Saturday Night Shift – (Investigators responsible to work evening and nighttime call-out fire investigations on Saturday). Saturday night shift Investigators shall work a ten (10)

hour forty (40) minute shift. Each shift will begin at 1820 hours and end at 0500 hours the following morning.

Section 4. Fire Prevention.

Day Shift - Day shift Fire Prevention Firefighters shall work four (4) days a week, ten (10) hour shifts, unless the Firefighters have elected to work another permitted schedule.

Night Shift - Night shift Fire Prevention Firefighters shall work four (4) days a week, ten (10) hour shifts.

Weekend Shift - Weekend shift Firefighters of the Fire Prevention Division shall work a forty (40) hour week between 0700 Saturday and 0700 Monday with eight (8) hours of rest period scheduled during the work shift.

Section 5. Communications Division.

Classified Firefighters of the Communications Divisions assigned to the HEC building working as CSO's, Communications Captains, Communications Senior Captains, and Communications Chiefs shall work a forty-two (42) hour workweek consisting of twenty-four (24) hour shifts. Day shift shall begin at 06:00 and end at 06:00 the next day.

The Fire Chief may develop a program for the deployment of communications division personnel to perform duties in furtherance of fire suppression and emergency response, including but not limited to, on-scene assistance to any dispatched call involving the prevention, control, or extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

Other Firefighters of the Communications Division, including administrative staff, may be assigned to other forty (40) hour workweek schedules, such as four (4) ten (10) hour days, or five (5) eight (8) hour days.

Section 6. Mechanic Division (Shop).

All classified Firefighters assigned to the Mechanic Division shall work a forty (40) hour workweek.

Section 9. Preemption.

To the extent that any provision of this Article conflicts with any other statute, executive order, local ordinance, including Ordinance 5198 dated June 28, 1950 (Motion 8878 dated July 26, 1950), or rule, this Article shall supersede such provisions, as authorized by Section 174.005 and 174.006 of the Texas Local Government Code.

ARTICLE 24

HEALTH BENEFITS

Section 1: Benefits.

During the term of this Agreement, the following conditions will apply to the medical benefits and contribution levels for Firefighters covered by this Agreement:

Firefighters covered by this Agreement will continue to be eligible to enroll in the health plans offered to City employees, at the same benefit levels as other City employees that are in effect on the effective date of this Agreement with the following conditions; if the health benefits plan design changes are required in order to keep the plans reasonably priced during this Agreement, those plan changes that are applicable to other City employees will apply to the Firefighters covered by this Agreement. This Agreement in no way limits the scope or type of plan design changes that the City may implement for its covered population of Firefighters, retirees, and dependents, nor does it prohibit the City from exercising Termination For Cause procedures with the vendor, or changing vendors if necessary.

Eligible Firefighters covered by this Agreement shall pay no premium or component higher than any other City employee group provided that this provision does not apply to supplemental contributions to separate trusts or plans not applicable to all City Firefighters.

Section 2. Medicare.

The Parties have agreed to continue with discussion and evaluation of the feasibility of achieving Medicare eligibility for retiring Houston Firefighters under applicable law. Each party will designate two (2) representatives to a committee for purposes of evaluating the

City's options and cost. If it is feasible and affordable to make a change during this Agreement, the Association's Board of Directors shall have the authority to approve any necessary amendment to this Agreement, which will be subject to approval by the City Council prior to its effective date.

Section 3. Medical and Dental Plans.

Notwithstanding Texas Local Government Code 175.002 (c) and (d), the City shall, in conformance with the current terms of the City's Council approved medical and dental plans, allow retired Firefighters (and any eligible dependents) to exercise the Opt-Out Opt-In provisions of the plans as outlined in the plan documents in effect on the date of this Agreement. This Agreement is in effect unless and until altered by agreement of the parties.

Section 4. Wellness Fitness Initiative.

The Houston Fire Department and association recognize the value of a healthy, well and fit workforce. The parties will develop and implement a Wellness and Fitness Program consistent with the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI). Department will implement a wellness/fitness program for each fire fighter to obtain a level of wellness/fitness consistent with the duties he or she may be called to perform. The wellness/fitness program shall be a positive program and not punitive in design; allow for age and position in the department; allow for on-duty time participation utilizing facilities provided or arranged by the City; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program a Labor Management Wellness/Fitness Committee shall be formed after July 1st, 2024 and within ninety (90) days. The committee will consist of three

representatives of the Houston Fire Department, three representatives of the Association, the fire department designated physician (non-voting) and an outside medical, physiological and wellness consultant(s) (non-voting) mutually chosen by both parties.

The Labor/Management Wellness/Fitness Committee shall be responsible for four primary areas:

Implementation of the WFI Program: Reviewing this Initiative and fully adapting the components to the Houston Fire Department.

Statistics and Health: Developing statistics on experience with lost time and costs due to disease and injury so as to demonstrate how the implementation of the WFI program will avoid or reduce disease and injury; and be cost effective.

Wellness/Fitness Program: Developing program objectives; developing the program and related activities (e.g. peer fitness trainers (including certification), workshops, smoking cessation and weight control programs); preparing budget.

Executive and Marketing Functions: Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups and individuals; investigating legal implications of the wellness/fitness program; establishing policies and directives.

Section 5. Drug and alcohol testing

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 impairment

from 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 the impairment testing program described in this Article and shall meet and agree on future revisions to the city's current drug policy for alignment. The City and the Association are committed to the principle that the impairment 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.

a. As used in this Article "impairment testing" means the compulsory production and submission of sample(s) by a Fire Fighter for chemical analysis to detect the presence of prohibited drug or controlled substance usage. Direct observation will be included in the testing process. All fire fighters will be subject to reasonable suspicion impairment testing for alcohol, illegal drugs, and controlled substances based upon Department policy and in accordance with this Article.

b. The substances that will be tested for shall be those listed in 49 CFR Sections 40.85 and 40.87 at the time of the testing. A reasonable suspicion impairment test shall include alcohol testing. A positive test is defined as one where one or more of the above substances appears in a sample in an amount that meets or exceeds the thresholds as established in department policy. A positive alcohol test is defined as one where the blood alcohol concentration is 0.04 percent or greater.

c. Except as stated in this subsection, a Fire Fighter will not be disciplined for the use of a prescription medication for which the Fire Fighter has a current, valid prescription as defined in Texas state law, provided the Fire Fighter is using the prescription medication in compliance with the prescription and Department policy. Any Fire Fighter whose peace

officer certification is carried by the Houston Fire Department must comply with all federal and state laws concerning drug and alcohol use and testing, regardless of any valid prescription, and may be disciplined for any violation of such laws.

d. The Department will not engage in random drug testing except as agreed with an individual Fire Fighter as part of an alternative discipline agreement under Article 18.

e. Fire Fighters shall have the right to request that their sample(s) be stored at their own expense in case of legal disputes. The sample will be submitted to the designated testing facility where a sample will be maintained for the period of one year, if there is a reasonably scientific way to do so. Impairment testing shall consist of two samples for testing as described in Section 2.

f. A Fire Fighter who disputes the results of an impairment test required under this Agreement may request immediately upon notification of a positive test that a confirmatory sample test be conducted. The confirmatory second test must be conducted upon such request. 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 Fire Fighter for the cost of the test, and records of the testing shall not be placed or maintained in the Fire Fighter's personnel file.

g. The Houston Fire Department is committed to protecting the individual dignity, privacy, and confidentiality of Fire Fighters (consistent with the purposes of the testing program). All records pertaining to drug and alcohol tests shall remain confidential except when disclosure is mandated by law or judicial order, or when used in a disciplinary or fitness for duty proceeding. Drug and alcohol test results and records shall be stored in a locked file under the control of the Department's Impairment 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 Chief.

h. 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.

i. If a Fire Fighter self-discloses to the Fire Chief that the Fire Fighter has used illegal drugs or controlled substances, or abused alcohol, and seeks treatment for such use or abuse, the Fire Chief may use one of the alternative discipline processes in Article 12. Any such self-disclosure must occur before the occurrence of any event which forms the basis of the decision to require an impairment test based on reasonable suspicion that the Fire Fighter has violated the Department's rules, regulations, policies, or procedures.

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

k. 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 regarding:

1. The use or possession of prohibited substances; and/or
2. The misuse of controlled substances or the consumption of alcohol.

Section 6. HPFFA Local 341 Medical Trust Fund.

Effective upon execution of this Agreement, the City shall pay \$50 per month to the Local 341 HPFFA Medical Trust for every enrolled member to fund the Local 341 HPFFA supplemental insurance program.

ARTICLE 25
JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. Partnership

The Parties agree to establish and maintain a “Labor-Management Partnership” that will open a new era where the Association, the City, Fire Department Administration, and employees of the bargaining unit shall work together through Joint Labor Management Committees (JLMC) to create a workforce that is highly motivated, multiskilled, and technologically advanced to meet the everchanging needs of the Fire Department and the City of Houston.

Section 2. Purpose

The purpose of this Committee is to assist in developing a quality Labor Management relationship between the Parties. It is designed to provide a means for allowing the City, the Department and the Association to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all employees of the Bargaining Unit.

Section 3. Guiding Principles & Values

Both parties recognize that mutual adherence to these values requires the constant effort of labor and management representatives.

- (a) To recognize that labor and management have a mutual goal of ensuring the well-being and safety of all members of the bargaining unit and providing high quality service to the public.
- (b) To work together to improve communications, enhance training, increase participative decision-making, and promote a labor-management relationship based upon mutual trust, respect, and understanding.
- (c) To create labor-management partnerships by forming labor-management committees at appropriate levels, or adapting, as necessary, existing councils or committees if such groups exist.
- (d) To provide systemic training to labor and management leaders on collaborative methods of dispute resolution, recognizing that this process allows management and union leaders to identify problems and craft solutions to better serve their members and the public.
- (e) To promote these principles to our respective members at all levels of both organizations.

Section 4. Joint Labor and Management Committee

The Department and Association will meet monthly, as specified in this agreement or whenever deemed necessary.

Section 5. Committee Chair

The Department and Association will each designate a Chairman from their selected Committee Members. The responsibilities of the Chairman shall include:

- (a) Consult and manage committee members

- (b) Receive suggestions and input from members of the bargaining unit
- (c) Prepare an agenda prior to each meeting
- (d) Ensuring minutes are kept for all committee meetings
- (e) Prepare a written report for review and adoption at the next committee meeting
- (f) Submit Committee recommendations to the Fire Chief or designee.
- (g)** Serve on an alternating basis monthly between management and labor. Management will serve on even numbered months; Labor will serve on odd months.

Section 6. Committee

The Joint Labor Management Committee (JLMC) shall:

- (a) Consist of four (4) members from management and four (4) members from the Association.
- (b) Meet on established intervals, as specified in this agreement, or when deemed necessary by either party.
- (c) Discuss matters of mutual concern and shall make recommendations to the Association and the Fire Chief.
- (d) Make written recommendations for objectives, goals, the correction of issues, etc. All recommendations shall be forwarded to the Fire Chief and include a target date for established recommendations, projects, objectives, etc.

Section 7. Committee Meetings

- (a) Calling Meetings: The Committee Chair will call a meeting of the JLMC at least once monthly. Any member of the Committee may request the Chair to call a meeting if deemed necessary.
- (b) Following Agenda: The agenda must be completed before any other business may take place. The Chair, Committee Members, or Special Representatives may present any topic for discussion before the Committee.
- (c) Motions: The Chair or any Member may submit motions for recommendations or bring a matter up for vote.
- (d) A quorum consists of three (3) members from management and three (3) members from labor.
- (e) Recommendations: Recommendations will be made to the Fire Chief based upon a majority vote.
- (f) Copies of all necessary or requested documents, records or reports, which includes, but is not limited to all documents permitted under any applicable federal or state law, shall be made available upon request to each member of the JLMC. Copies may not be available if it is part of a pending criminal investigation.
- (g) The Committee may ask the advice, opinion, and suggestions of experts and authorities on specific matters. The Committee's Association representatives have the right to call on experts and authorities, including representatives from the International Association of Fire Fighters, to make such examinations, investigation and recommendation as shall be reasonably connected with the purpose of the committee. Nothing herein shall obligate the City or the Houston Fire Department to make any contract or incur any expense.

- (h) The Fire Chief must pre-approve any costs related with committee involvement (overtime, travel, expenses, meals, etc.).
- (i) A recommendation formulated as a result of a majority vote of the JLMC shall be forwarded to the Fire Chief within fifteen (15) calendar days after such affirmative vote. The Fire Chief shall respond in writing to the Committee with a decision regarding the disposition of the recommendation not later than thirty (30) calendar days from the date it is received.
- (j) Scheduling Meetings: Committee meetings shall be scheduled as far in advance as possible.
- (k) Minutes: Minutes of each meeting will be recorded and maintained as a permanent record by Fire Department management
- (l) Summaries: An annual summary of Committee actions will be forwarded to the Fire Chief or his designee and Association President.
- (m) Vacancies: Vacancies in the Committee, that occur at any time, shall be filled by the Fire Chief and the Association as soon as possible, by selecting an individual from the same area of representation which was vacated.
- (n) Accepting Suggestions: All members of the bargaining unit are encouraged to make suggestions to alleviate unsafe conditions, issues impacting members or improvements. Suggestions should be submitted to the Office of Planning and Research or Local 341. All constructive suggestions shall be considered by the Committee.

Section 8. Sub-Committees

The JLMC shall designate sub-committees (if necessary) by majority vote to accomplish tasks brought before the committee. Members of sub-committees are not required to be JLMC Committee Members, but will be selected by majority vote of the committee.

- (a) Standing Sub-Committees: will be formed and maintained in the areas of Health & Safety, Discipline and Guidelines.
- (b) Sub-Committees shall consist of three (3) members from management and three (3) members from labor. Sub-Committees shall meet on established intervals, as specified in this agreement, or when deemed necessary by either party.
- (c) All provisions outlined within Section 7 of this article shall be applicable to the Sub-Committees, unless otherwise outlined within this section.
- (d) Sub-Committees shall meet on established intervals, as specified in this agreement or when deemed necessary by either party.

Section 9. Disclosure & Transparency

- (a) Both the Department and the Association agree to disclose reported or known unsafe conditions within timely manner, but no later than the next Committee Meeting. This will be for the purposes of transparency and timely resolution of issues which compromise, or may potentially compromise the health and safety of all members.
- (b) The Department shall allow the involvement of the Association, or at a minimum, an opportunity to observe, during meetings of Departmental Committees (Recovery, Apparatus, Gear, Guideline, etc.). It is the responsibility of the Department to provide meeting times, dates, and locations to the Association. The

Department will incur no costs related to the involvement of representatives from the Association (overtime, travel, expenses, meals, etc.).

ARTICLE 26
INVESTIGATIONS

Section 1. Interrogations.

"Interrogation" shall mean the process by which the City through its supervisors or other persons assigned to conduct an investigation, presents oral or written inquiries to a Firefighter involved in an investigation, and requires the Firefighter to respond orally or in writing. Interrogations shall be conducted in compliance with the provisions of Texas Local Government Code Chapter 143 and this Agreement.

Section 2. Notice.

Any Firefighter who is required to provide a statement to the City shall be entitled to at least 48 hours notice prior to providing such statement. A 48 hour notice required under Texas Local Government Code sections 143.1014, 143.123, and 143.127 through 143.134, or by this Article shall be written and hand delivered to the Firefighter by any person designated by the department, including a supervisor, or sent by certified mail, return receipt requested to the member's last known address of record on file with the City of Houston.

Section 3. Statement.

Any Firefighter who is the subject of an investigation required to provide a statement to the City, shall be entitled to receive a copy of the complaint that prompted the statement being given as soon as practicable. Furthermore, any Firefighter who is required to provide a statement to the City, shall be entitled to receive a copy of complainant's statement provided to the City prior to the Firefighter giving their statement.

Section 4. Complaint.

Pursuant to Texas Local Government Code § 143.123, any Firefighter who is the subject of an investigation shall be entitled to receive a copy of the complaint within 30 calendar days from the date the City receives the complaint in writing.

Section 5. Representation.

All Firefighters are entitled to representation of their choosing during all phases of an investigation, including interrogation.

Section 6. Interrogation.

In addition to a Firefighter's right to record an interrogation or meeting contained in Texas Local Government Code §143.123, a Firefighter's representative shall have the right to record or take notes during an interrogation or meeting that occurs during an investigation or during the imposition of discipline. All members shall be furnished a copy of their sworn affidavit.

Section 7. Association Business.

The city shall be prohibited from compelling Firefighters to provide statements regarding Association business.

Section 8. Attorney General.

In addition to the requirements of Texas Local Government Code § 143.1017, a copy of the letter to the Attorney General shall be furnished to the Firefighter under investigation at the time of interrogation, or at the time of issuance, if issued after the initial or subsequent interrogation.

Section 9. Appeals.

Notwithstanding Texas Local Government Code § 143.1015, if a Firefighter appeals a suspension to the commission, the suspended Firefighter, at their sole discretion, may extend the commission decision deadline up to 30 calendar days.

Section 10. Prescriptions

The City of Houston is currently reviewing and updating the drug use and testing policy governing prescriptions related to safety impact positions and use of prescribed controlled substances by authorized physicians under Texas Law.

ARTICLE 27

UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

Section 1. Initial Uniform Issue.

(a) The City shall furnish at no cost to the Firefighter the initial set of required uniforms for newly assigned Firefighters. The City shall also furnish any additional apparel or accessories (badges, patches, etc.) required as part of the initial uniform issue, as well as any changes or additions to the required uniform at no cost to the Firefighter. Initial issue of uniform shall consist of:

3 - Shirts (2 short sleeve, 1 long sleeve)

3 - Pair Pants (1 Dress Pant, 2 Regular Pant)

1- Badge

1 – Set of Rain Gear (Jacket & Pants)

1-Winter Coat

1 – Set Collar Brass

1 - Dress Uniform Shirt

1 - Cap and Badge

1- Black Belt

1 - Name Tag

1 – HFD I.D. Badge

(b) Upon completion of the probationary period the City shall furnish a dress uniform coat.

(c) Prior to implementing any substantial changes in the existing uniform, the Fire

Chief shall convene a Joint Labor Management Committee to review and comment on any changes in accordance with Article 25.

Section 2. Annual Voucher

(a) Following the initial issue of uniforms, commencing immediately, the City shall each year thereafter furnish each Firefighter a voucher or other form of credit in the amount of eight hundred (\$800.00) dollars, subject to reduction based on a cost reduction from uniform vendor but no lower than five hundred (\$500.00) dollars, to be used for the purchase and/replacement of articles listed below. Such annual voucher or credit amount can be saved for a maximum account amount of fifteen hundred (\$1,500.00) dollars.

The annual voucher may be used for items selected by a Joint Labor Management Committee including but not limited to: shirt, pants, badge, collar brass, dress uniform shirt, cap, belts, winter wear, rain gear (Coat and Pants), department workout shorts, job related tools and equipment, badge, dress uniform, cap badge, footwear, embroidery/ uniform alterations/modifications. Upon promotions, the City will furnish additional uniforms appropriate for the rank as decided by the Joint Labor Management Committee. The City will also pay for modifications on dress uniforms having to do with rank and tenure.

(b) The City may elect to offer additional personal items that are not part of the initial issue or required of every member. If offered, these items may be purchased and/or replaced through the use of the voucher system. At a minimum, annually a Joint Labor-Management committee shall meet to review available items on the voucher list. The committee will make recommendations to add or change items on voucher list if necessary.

(c) The City must offer a shoe event at least twice during each fiscal year.

(d) New Firefighter Vouchers

For any Firefighter who has received a new issue of uniform under Section 1, the first uniform voucher thereafter shall be prorated on the number of months of service remaining in the fiscal year after the month of new issue of uniform. However, in no event shall the voucher following the initial issue of uniform be in an amount less than one hundred dollars (\$100.00). For example, a new hire with new hire uniform issued on January 15, with fiscal year end of June 30th would receive a voucher equal to five (5) of twelve (12) months, i.e. (42% of \$800). The terms of this section begin immediately upon ratification of this Agreement.

Section 3. Protective Clothing and Equipment.

The City shall furnish and maintain at no cost to the Firefighter protective clothing and equipment as required by the Texas Commission on Fire Protection and defined in HFD Guidelines Volume II-02, 3.06.

Section 4. Allowance: Arson Division.

All certified law enforcement Firefighters assigned to the Arson division shall receive an initial clothing and equipment allowance in the amount of \$2,000 during their first year in such assignment. All such Firefighters of the Arson division shall thereafter receive a clothing and equipment allowance in the amount of \$2,000 each fiscal year subsequent to the first year.

Section 5. Equipment: Arson Division.

- (a) Each Arson Investigator shall be issued a cell phone with sufficient paid time to conduct communications required of the Arson Investigator's job duties.
- (b) Each Arson Investigator shall be issued one (1) hand-held portable HFD radio.
- (c) Arson Investigators shall be provided with access to the Houston Police Department data system sufficient for licenses and registration searches and

background inquiries, with utilization of such equipment to be coordinated through supervisors in the Arson division.

(d) For more efficient operations, Arson Investigators who are assigned a City vehicle and are subject to possible stand-by or recall shall be afforded home storage privileges for said vehicle, in accordance with reasonable rules and regulations of the then current Houston Fire Department and City of Houston policies, provided such policies may not eliminate the home storage privilege. Loss of such privilege may only occur in the event of damage or other policy violations.

(e) Each Arson Investigator shall be issued one (1) laptop computer, one (1) internet hotspot, and one (1) digital camera.

(f) Each Arson Investigator shall be issued Personal Protective Equipment as per NFPA 921.

(g) Each Arson Investigator shall be issued appropriate ballistic protection.

(h) The City shall also furnish a USAR "rescue-style" NFPA approved helmet and NFPA approved half-face respirators.

(i) The City shall provide and maintain professional memberships and certifications for each member of the Arson Division through the National Association of Arson Investigators (NAFI) and/or the International Association of Arson Investigators (IAAI).

Section 6. Equipment Fire Inspection Division.

(a) All classified Firefighters in the Fire Inspection Division who are assigned a City vehicle and who may be subject to stand-by or recall, or otherwise subject to mandatory call back, shall be afforded home storage privileges for such assigned vehicles, in accordance with reasonable rules and regulations of the then current Houston Fire Department and City of Houston policies, provided such policies may not eliminate the home storage privilege. Loss of such privilege may only occur in the

event of damage or other policy violations.

(b) Each Fire Inspector shall be issued a cell phone with sufficient paid time to conduct communications required of the Fire Inspector's job duties.

(c) The City and the Houston Fire Department shall provide a sufficient number of instant or digital (or both) cameras sufficient to provide photographs that are acceptable under the rules of evidence, with check out and utilization of such equipment to be coordinated through supervisors of Fire Inspectors.

Section 7. Shop Supervisor Equipment

(a) Each Shop Supervisor shall receive a tool allowance in the amount of \$200.00 each fiscal year during the term of this Agreement.

(b) A Shop Supervisor assigned to be on call shall be allowed home storage privileges of the necessary (assigned) City vehicle for the duration of his or her on call assignment, in accordance with the reasonable rules and regulations of the then current Houston Fire Department and City of Houston policy, provided such policies may not eliminate the home storage privilege. Loss of such privilege may occur only in the event of damage or other policy violation.

(c) Shop Supervisors shall be furnished the proper safety equipment necessary to perform their duties (i.e. safety glasses, steel toe shoes, rain gear, coveralls, gloves, etc.)

(d) The Shop Supervisor assigned to be on call shall be furnished with a cell phone or other portable communication equipment while on call to conduct communications required of the Shop Supervisor's job duties.

Section 8. Laundry Services for Fire Stations

(a) The City shall provide each Fire Station with appropriate number of clean and sanitized bed linens for the dormitories.

(b) The City shall contract with a laundry service to pickup and deliver clean linens

at least twice a month to each fire station.

Section 9. Effective Date.

Unless specifically provided otherwise, the provisions of this Article shall be effective on the effective date of this Agreement.

ARTICLE 28

NO STRIKE NO LOCKOUT

The Association agrees that it shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout.

ARTICLE 29
NON DISCRIMINATION

Section 1. Discrimination Prohibited

Both the City and the Association agree that neither party shall willfully or intentionally discriminate against any Firefighter, Member, or prospective Member, on the basis of race, color, religion, ethnicity, national origin, sex, age, sexual orientation, pregnancy, disability, or any other legally protected characteristic. Alleged violations of this section as well as claims of discrimination made under Federal law, State law, and /or City of Houston ordinances, executive order, administrative procedure, or Mayor's policy shall not be subject to the grievance/arbitration procedures of this Agreement.

Section 2. Association Membership Discrimination

Both the City and the Association agree that neither will discriminate against any Firefighter on the basis of membership or non-membership in the Association.

ARTICLE 30

COMPLETE AGREEMENT

Section 1.

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. Each party for the term of this Agreement specifically waives the right to demand changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining; however, it is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement.

Section 2. Preemption of Local Government Code and Other Provisions.

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapters 141, 142 and 143 of the Texas Local Government Code and any other state or local Civil Service Provision; ordinances of the City of Houston; Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Houston; and policies and procedures of the Houston Fire Department.

Section 3. Interim Amendments

The parties recognize that despite considerable effort to correctly capture the intent of each article contained within this Agreement, some issues may require alteration during the term of this Agreement to continue the effect of that intent and to make jointly acceptable amendments to this

Agreement. This Agreement may be amended by written amendment signed by the Mayor and the Association provided that such amendments may not result in an expenditure of more than \$50,000, and may involve operational changes. This is not to prohibit amendments that may result in cost savings to either party.

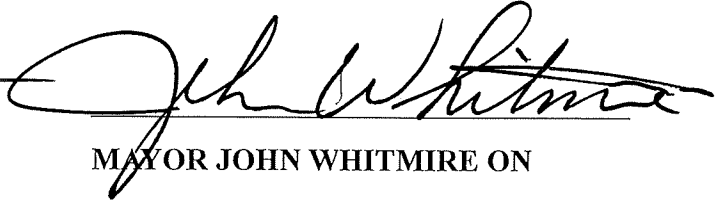
Section 4 Savings Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

AGREED:



PATRICK M. "MARTY" LANCTON
FOR AND ON BEHALF OF
HOUSTON PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
LOCAL 341



MAYOR JOHN WHITMIRE ON
BEHALF OF THE CITY OF
HOUSTON

DATE: JUNE 3rd, 2024

DATE: June 3rd, 2024