

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF FORT WORTH, TEXAS
AND
FORT WORTH PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 440

EXPIRES SEPTEMBER 30, 2013

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DEFINITIONS

“Agreement” refers to this collective bargaining agreement between the City of Fort Worth and the Fort Worth Professional Firefighters Association, IAFF Local 440.

“Anniversary Date” means the civil service date of commission as a fire fighter until he or she is promoted, at which time the Anniversary Date becomes the promotion (or demotion) date; e.g. when a fire fighter is promoted to engineer, lieutenant, etc. the date of promotion as specified on the HR personnel action request form becomes the anniversary date.

“Association” means the Fort Worth Professional Firefighters Association, IAFF Local 440, its officers and agents authorized to act on its behalf.

“Backfill” means to fill a temporary staffing vacancy with either vacation relief personnel or with overtime.

“Bargaining Unit” means all full time, permanent, paid members of the Fort Worth Fire Department who were hired in substantial compliance with TLGC Chapter 143, or as modified by the provisions of this agreement. This definition excludes the Chief, non-certified employees, retirees and fire fighter trainees.

“Base Pay” means a fire fighter’s base salary (at step level) exclusive of any additional special pays.

“Business Day” means Monday through Friday during normal business hours of 8:00 a.m. to 5:00 p.m. and shall not include any day when City Hall is not opened to the public for business.

“Calendar Day” means each day inclusive of weekends, and holidays.

“City” means the City of Fort Worth, Texas, acting by and through its authorized agents.

“City Manager” means the City Manager of the City of Fort Worth.

“Company” means a department apparatus and crew used to respond to emergencies in a first responder’s roles.

“Commission” means the Fire Fighters and Police Officers Civil Service Commission of the City of Fort Worth.

“Commission Date” or “Date of Commission” means the date a person takes the oath of service in the Department.

“Date of Hire” or “Hire Date” means the date a Fire fighter Trainee first attends Department orientation and training.

“Fire fighter” means any full time, permanent, paid member of the Fort Worth Fire Department who was hired in substantial compliance with TLGC Chapter 143 or as modified by the provisions of this Agreement. This definition excludes the Chief, non-certified employees, retirees and Fire fighter trainees.

“Executive Board of Directors” means the members of the Association who are duly elected or appointed and serve as members of the Executive Board of Directors of the organization pursuant to its constitution and by-laws.

“Fire Department” or “Department” means the City of Fort Worth Fire Department.

“Fire Chief” or “Chief” means the Fire Chief of the Fort Worth Fire Department. The term is synonymous with the term “department head” as used in the Local Government Code Chapter 143.

“Fire Chief” or “Chief’s designee” means the Chief or the individual he or she designates to act on his or her behalf.

“Fire fighter Trainee” means an applicant who has been certified and accepted for employment by the City for the sole purpose of attending the Department’s training academy. A Fire fighter Trainee shall be required to attend and successfully complete the Fire Department’s training academy requirements prior to becoming a Fire fighter.

“Formal Administrative Investigation” means an investigation initiated or conducted by the Fire Chief or officers specifically assigned to the investigation.

“Hours Worked” means all the time an employee is required to be on duty, on the employer’s premises or at a prescribed work-place. Fire fighters in Suppression shall have a maximum work hours standard of 212 hours in a 28-day cycle.

“Local Government Code Ch. 143” or “Chapter 143” means those portions of the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code Chapter 143 which are applicable to the City.

“Local Government Code Ch. 174” or “Chapter 174” means the Fire and Police Employee Relations Act, Texas Local Government Code Chapter 174.

“Party” or “Parties” means the City of Fort Worth or the Fort Worth Professional Firefighters Association, IAFF Local 440, or both when used collectively.

“Personnel Rules and Regulations” or “PRR” means the City’s written policies, as authorized under Chapter 2 of the Code of the City of Fort Worth, Article V, entitled “Human Resources,” by Ordinance No. 11921, effective February 1, 1999, as amended from time to time.

“Preempt” shall have the same meaning as supersede.

“Preliminary Investigation” means meetings, interviews, questions, and/or discussions on topics that could lead to a Formal Administrative Investigation, but conducted by officers in a fire fighter’s chain of command.

“Regular Rate” shall have the meaning established by the Fair Labor Standards Act, 29 USCA § 201 et seq. It is the intent of the parties to lock in for the term of this Agreement the current formula, value and overtime calculation for the duration of this Agreement, to the maximum extent permitted by Federal and State law.

“Seniority” means time from the date of commission as a Fort Worth Fire fighter.

“Seniority in Rank” means time in the current rank, in accordance with Chapter 143.

“Shift” means a 24 hour shift in the Operations Division from 8:00 a.m. to 8:00 a.m., unless otherwise specified.

“Supersede” means to the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule adopted by the City including a personnel board, or Civil Service Commission, this Agreement shall apply or control instead of such provisions, as authorized by Section 174.006 of the TLGC.

“Staff Fire fighter” or “Staff Personnel” means a fire fighter assigned to a 40-hour work week.

“Staff Position” means a position not eligible for the FLSA 7K exemption.

“Stanine” means nine evenly distributed groups of candidates who pass an exam.

“Suppression Fire fighter” or “Suppression Personnel” means a fire fighter assigned to a 56-hour workweek.

“TLGC” means Texas Local Government Code.

ARTICLE 1
INTENT AND PURPOSE

This Agreement is entered into by the City of Fort Worth, Texas hereinafter referred to as the "City" and the Fort Worth Professional Firefighters Association, IAFF Local 440 hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the Parties, and to establish benefits, rates of pay, hours of work, and other terms and conditions of employment for all Bargaining Unit Members and to provide for the equitable and orderly adjustments of grievances that may arise during the term of this Agreement.

ARTICLE 2 RECOGNITION

The City recognizes the Fort Worth Professional Firefighters Association, IAFF Local 440, as the sole and exclusive bargaining agent for all fire fighters as that term is defined in this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Non-Interference with Protected Rights.

Neither party shall discriminate against any fire fighter or fire fighter trainee on the basis of membership or non-membership in the Association. Furthermore, the City shall not discriminate against an Association member for carrying out the duties of the Association.

Section 2. Duty of Fair Representation.

The Parties acknowledge and recognize the Association's responsibility, as the exclusive representative under Chapter 174, TLGC, to fairly represent all fire fighters, in the negotiation, administration and enforcement of this Agreement. Nothing in this Agreement will be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by law.

ARTICLE 4 MANAGEMENT RIGHTS

The Association recognizes that the management of the City and the direction of the Department are vested exclusively in the City, subject to applicable State and Federal laws and the terms of this Agreement. In exercising its management rights, the City acknowledges the importance of continuously providing quality fire protection and safety for its citizens.

These Management Rights include and give the City the ability to:

- A. Direct the work of its employees to include the scheduling of overtime work.
- B. Determine the number of classified positions in each rank in accordance to Section 143.021.
- C. Hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to Civil Service regulations and/or terms of this Agreement.
- D. Reprimand, suspend, discharge or terminate employees, subject to Civil Service regulations and/or the terms of this Agreement.
- E. Maintain the efficiency of governmental operations.
- F. Relieve employees from duties due to lack of work, subject to Civil Service regulations and/or the terms of this Agreement.
- G. Utilize the Department in emergency situations to protect life and property.
- H. Determine the methods, processes, means, personnel, and staffing levels (subject to any specific provisions of this Agreement) by which operations are to be carried out.
- I. Determine personnel assignments, subject to the remaining specific provisions of this agreement.
- J. Use civilians in the Department to perform duties which do not presently have certified personnel in place except as specifically stated and do not require a sworn certified fire fighter. In this regard, the City is authorized to use civilians for the following positions or units:
 - 1. Fiscal Management
 - 2. Personnel Support (administrative staff)
 - 3. Clerical Support
 - 4. Delivery (supply)

5. Fire Services/Vehicle and Equipment Maintenance (Provided that existing certified positions shall be maintained)
6. Industrial Sewing Technicians (Protective Clothing Repair)
7. Supply and Warehousing (Provided that existing certified positions shall be maintained)
8. Purchasing
9. Fire Photography
10. Fire Protection Engineers
11. Fire Protection Specialists
12. Revenue collection and Billing
13. Information Technology and Systems including CAD Administrator
14. Office of Emergency Management

K. Except as otherwise specifically provided in this Agreement, the City, acting through the City Manager and the Chief, shall retain all rights and authority which by law it is their responsibility to enforce.

L. The City is in the process of implementing a new human resources system for managing employee performance, hours, payroll, attendance, etc. known as the Enterprise Resource Planning ("ERP"). It is understood that the ERP, when it goes online, may alter business, payroll and related record keeping practices, as well as other time and attendance keeping practices within the City and Department.

ARTICLE 5
MAINTENANCE OF STANDARDS

All economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, and enjoyed by the fire fighters of the bargaining unit as of the effective date of this Agreement, but which are not included in this Agreement, shall remain unchanged for the duration of this Agreement.

ARTICLE 6 ASSOCIATION BUSINESS LEAVE

Section 1. Association Business Leave Pool.

Upon the first full month after ratification of this Agreement and each year at the beginning of the calendar year the City will allocate 1,684 hours of equivalent work-time hours to be utilized for an agreed Association Business Leave ("ABL") Pool (the "Pool"). At the end of each calendar year during this Agreement, unused ABL hours up to 425 will carry over and must be used prior to the end of the next payroll year. All allocations must be used on a first-in, first-out basis. ABL shall be charged to the Pool at the rate of one (1:1) hours contributed to the Pool for every one (1) hour used based on the employees work schedule leave accrual.

The Association will inform the Chief and the Civil Service Director of the names of members using ABL so that use of ABL can be permitted in the City's Human Resource Information System. If the Chief declares an emergency, he or she may order the Association President or any Association fire fighters on Association business leave time to report to work for the duration of the emergency. ABL will be counted as hours worked for the purpose of calculating overtime. ABL hours may be used for the following: (a) representing members at disciplinary hearing (to the extent permitted by law or allowed by Department policy) or grievance meetings; (b) administering the terms of this Agreement; (c) attending meetings of the Association's Executive Board; (d) attending regular business meetings of the Association; (e) attending other Association meetings, training programs, seminars, workshops, and conferences, and (f) for the time an Association negotiating team member spends preparing for, traveling to and from and attending formally scheduled collective bargaining negotiating sessions with the City. ABL hours may not be used unless a member is scheduled to work.

All Association Business leave must be posted on Telestaff in accordance with the timelines regarding vacation leave. Association Business Leave shall not be subject to vacation quotas.

Section 2. Association Board of Directors.

Within thirty (30) Calendar Days after the execution of this Agreement, the Association shall notify the Chief in writing as to the names of the Association's Board of Directors (to include disciplinary representatives.) The Association shall thereafter promptly notify the Chief of any change in the composition of its Board of Directors. To the extent that any designated member(s) of the Association's Board of Directors is otherwise scheduled to work, the member shall be permitted to attend the monthly Association membership meetings and the regularly scheduled Association Board meetings and, any specially called Board meetings. Use of this leave shall not require the Chief to backfill these positions.

Section 3. Compliance.

A fire fighter who is eligible to use ABL hours may elect to exchange time in lieu of using ABL hours. Any fire fighter exchange of time shall be properly documented and in compliance with all local, state and federal rules and regulations, including SOP S 1302 R2, as amended from

time to time, provided that if the Chief makes any changes to the policy which affect past practices under this Article, he shall first meet with the Association and try to balance operational needs with the effective use of ABL under this Article.

Section 4. Time Off Without Pay.

The Chief will consider requests (and either grant or deny such requests) for additional time off without pay to attend to other Association business.

Section 5. Other Associations.

This article does not prevent the prior practice of the Chief allowing leave time to be awarded for other employee associations.

ARTICLE 7 INTERNAL COMMUNICATIONS

Section 1. Email Communication.

Subject to the Department SOP's, the City's rules and regulations, (particularly the Administrative Regulation regarding "Electronic Communications Use Policy"), and the applicable provisions of this Agreement, the Association may utilize pre-approved electronic communications ("e-mail") to communicate with Association members regarding matters of general interest of the Association in accordance with the following restrictions and limitations:

- a. Prior to any distribution(s), all Association e-mail communications shall be approved in advance by the Chief or designee. The decision of the Chief or designee to approve or disapprove an e-mail communication shall be final and binding and shall not be subject to dispute resolution procedures. However, the Association may ask the City Manager or designee to review any alleged patterns of repeated disapprovals which the Association contends unreasonably restricts communications with its members relating to subjects authorized by this Agreement.
- b. Unless otherwise authorized in advance by the Chief or designee, the Association shall submit in writing all requests for permission to distribute e-mail communications to the Department's Public Information Officer (PIO) at least forty-eight (48) hours in advance of the intended distribution of the requested e-mail communication. The PIO will submit the Association's request to the Chief or designee. If approved, the e-mail communication will be forwarded by the PIO to the requested distribution group.
- c. If the e-mail is deemed inappropriate for general distribution, the PIO will respond to the Association representative with an explanation or suggestion for change. The Association Board will designate a representative and backup if necessary.
- d. If the PIO is unavailable, the Association shall direct the e-mail communication request to the backup PIO, who will process the request.
- e. The Association may define up to three (3) distribution groups to be created and administered by the City composed of individuals who will receive the Association e-mails. Internal Association e-mails to distribution groups will be send only. Individuals will be prevented from responding to distribution e-mails. The Association Board members may use the City e-mail system to communicate on Association business among themselves. Individual Association members may not use the e-mail system to advocate for or against issues, campaign for one's self or others or promolugate personal issues as Association business. None of the authorized e-mails that may be received may be forwarded to other Association members, other than the PIO.

Section 2. Specific Subjects Only.

Association e-mail communications shall relate solely to the following subjects:

- a. Recreation and Social Affairs or other non-political activities of the Association
- b. Association Meetings
- c. Association Elections
- d. Reports of Association Committees
- e. Rulings or policies of the State or National Association, without added commentary
- f. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations, without added commentary

Section 3. Prohibited E-mail Subjects.

E-mail communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any labor organization, special interest organization, or political action organization, or any derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City. On a case-by-case basis, the Chief or Chief's designee may consider requests from individual fire fighters for approval to distribute e-mail communications regarding solicitations for fire fighters (or their families) needing financial assistance or other forms of assistance.

ARTICLE 8 PAYROLL DEDUCTION

Section 1. Payroll Deductions.

The City shall bi-weekly deduct an amount from the pay of each individual fire fighter who has voluntarily authorized such deduction for remittance to the Association. The amount of pay deducted from each member of the Association shall be an amount authorized by the Board of the Association. The deduction amount shall remain constant until the City is notified in writing by an authorized member of the Board to change the deduction amount. The Association may change the amount of the deduction with thirty (30) Calendar Days notice to the City in writing. The total amount of deduction and a list of each member's total deduction shall be remitted by the City to an account specified by the Board of the Association within ten (10) business days from the date the amount is taken from the member's pay. After execution of this Agreement, fire fighters who wish to join the Association will complete and sign the appropriate City form to authorize the bi-weekly deduction amount. Fire fighters who are having dues deducted as of the date this Agreement is ratified will not be required to submit new dues deduction forms. Any individual member of the bargaining unit wishing to voluntarily withdraw authorization for deductions or change the amount of their deduction must personally sign the appropriate form as required by the City.

Section 2. Deduction Fees.

All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with the procedures and costs established by the City Finance Director. The current cost structure of \$0.05 per deduction shall be maintained until such time as the cost is changed to reflect a more accurate assessment of cost. The City Finance Director has the sole discretion to establish charges for deductions. The cost of deductions is subject to annual review. The actual cost shall not exceed \$0.10 per deduction for the duration of this Agreement. The cost per deduction shall be no more than the cost applied to other employee associations.

Section 3. Indemnification.

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with provisions of this Article. The Association and the City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

ARTICLE 9 WAGES

Section 1. Payment.

Subject to all of the other provisions of this Agreement, the wages of the fire fighters covered by this Agreement shall be paid, during the four (4) year term of this Agreement, in accordance with the wage rates, terms, and conditions described in the structured pay plan attached in Appendix A, which is incorporated by reference. Annual step pay increases reflected in Appendix A for eligible fire fighters shall survive through the one-year evergreen period as stated in Article 30 of this Agreement or until such time as a new agreement is reached, whichever comes first. Fire fighters shall not receive any additional increases in income from the longevity supplement pay after September 30, 2013.

Section 2. Wages.

In summary, wages will be paid according to the following schedule during the term of this Agreement:

- FY 2009-2010: From the date of final ratification forward, annual step pay increases for eligible fire fighters based on their applicable anniversary date with no across the board base pay increase. Those eligible fire fighters with an anniversary date between October 1, 2009 and the date this Agreement is ratified by the Parties will receive their annual step pay increase within the first full pay period after ratification. Fire fighters whose anniversary date falls between October 1, 2009 and the date this Agreement is ratified shall have his or her step increase applied retroactively to the employee's anniversary date within 120 days after ratification. The actual anniversary date of a fire fighter will not be affected by the date the step pay is paid.

- FY 2010-2011: Commencing with the first day of the fiscal year, 1% across the board increase in base pay for the rank of fire fighter, plus annual step pay increases for those fire fighters eligible based on their applicable anniversary date; step increases are to be paid from the beginning of the pay period that the anniversary date occurs. No across-the-board base pay increases will be given for any other ranks above fire fighter.

- FY 2011-2012: Commencing with the first day of the fiscal year, 2% across-the-board increase in base pay for the rank of fire fighter, 1% across-the-board increase in base pay for the rank of fire engineer, 0.5% across-the-board increase in base pay for the rank of fire lieutenant; plus annual step pay increases for those fire fighters eligible based on their applicable anniversary date; step increases are to be paid from the beginning of the pay period that the anniversary date occurs. No across-the-board base pay increases will be given for any other ranks above fire lieutenant.

FY 2012-2013: Commencing with the first day of the fiscal year, 0.5% across-the-board increase in base pay for the rank of firefighter, 1% across-the-board increase in base pay for the rank of fire engineer, 0.5% across-the-board increase in base pay for the rank of fire lieutenant, 0.5% across-the-board increase in base pay for the rank of fire captain; plus annual step pay increases for those fire fighters eligible based on their applicable anniversary date; step increases to be paid from the beginning of the pay period that the anniversary date occurs. No across the board base pay increases will be given for any other ranks above fire captain.

Section 3. Longevity Supplement Pay.

In summary, in addition to statutory longevity pay under Section 141.032, Longevity Supplement Pay will be paid according to the following schedule:

FY 2010-2011: A longevity supplement pay shall also be implemented upon the first day of the fiscal year budget. Eligible fire fighters will be paid a longevity supplement pay based on their total completed years of accumulated service from date of hire as a fire fighter trainee within the Department. Longevity supplement pay will be paid according to the following:

Completion of 5 years of service in department = 3% of base pay

FY 2011-2012: A longevity supplement pay shall also be implemented upon the first day of the fiscal year budget. Eligible fire fighters will be paid a longevity supplement pay based on their total completed years of accumulated service from date of hire as a fire fighter trainee within the department. Longevity supplement pay will be paid according to the following:

Completion of 5 years through the 10th year of service in department = 3% of base pay

Completion of 10 years of service in department = 6% of base pay

FY 2012-2013: Longevity supplement pay shall also be implemented upon the first day of the fiscal year budget. Eligible fire fighters will be paid a longevity supplement pay based on their total completed years of accumulated service from date of hire as a fire fighter trainee within the department. Longevity supplement pay will be paid according to the following:

Completion of 5 years through the 10th year of service in department = 3% of base pay

Completion of 10 years through the 15th year of service in department = 6% of base pay

Completion of 15 years of service in department = 9% of base pay for the career duration subject to the evergreen clause.

For each year that the longevity supplement pay is provided, this payment will be paid on a bi-weekly (pay period) basis in the first full pay period after a fire fighter has completed the specified years of service threshold. *(Example: if an employee passes and completes the 5 years of service level on 12/7/10, the employee will receive his first payment in the next full pay period after 12/7/10; if the employee has an annual base pay that totals to \$52,000 a year, the employee would be paid $\$52,000 \times 0.03 = \$1,560$ for longevity supplement pay (annualized); $\$1,560 \div 26$ pay periods = \$60 that would be paid each pay period to the individual for longevity supplement pay).* Longevity supplement pay will not be increased while a fire fighter is temporarily acting in a higher rank.

For those occasions when a fire fighter's anniversary date occurs the same day when an across-the-board base pay increase is implemented or when a new longevity supplement pay occurs, the order of implementation will be the across-the-board base pay increase, then the step increase, then the longevity supplement pay change.

Section 4. Appointed Positions.

Division Chiefs and Deputy Chiefs shall not be eligible for Longevity Supplement Pay in this Agreement.

Section 5. Special Pays.

Current eligibility criteria, standards, and procedures for certification pay, bilingual pay, assignment pay and education pay, including current amounts, shall continue.

In addition, upon ratification of this agreement, three (3) additional Assignment Pays shall be implemented; two (2) at \$100 per month each for the additional Public Information Officers and one (1) at \$100 per month for the Working Agreement Secretary/Records Manager.

Section 6. Preemption.

This Article shall preempt any contrary provisions including those set forth in TLGC 143.041(b), TLGC 143.041(c), 143.042, 143.044, and 141.032 and any local ordinances, executive orders, or rules adopted by the City or Commission, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

ARTICLE 10 OVERTIME

Section 1. Emergency Call Back Overtime.

Emergency Call Back Overtime (“ECOT”) shall always be paid at time and one half (1 ½) of the regular rate of pay. Whenever a fire fighter is called back to work for an emergency after regular working hours and after having left the job site, or to work a double shift (due to an emergency situation as declared by the Chief), the fire fighter shall be eligible for emergency call back pay and shall be paid a minimum of four (4) hours overtime. Fire fighters shall be paid in this manner for all hours worked during the callback until the fire fighter’s duty day begins, in which case, the additional compensation will cease.

Section 2. Mandatory Overtime.

Mandatory/forced-hire overtime shall be paid as ECOT.

Section 3. Voluntary/Special Overtime.

Voluntary and/or scheduled participation in a staffing plan (e.g., daily staffing levels, TMS or other pre-planned apparatus staffing, including brush trucks) resulting in hours worked beyond an employee’s regularly scheduled work hours, but not caused or initiated by an emergency, shall be paid as ECOT.

Section 4. Other Overtime.

For all other overtime, all paid time off work, with the exception of that listed in Section 5, will not count as hours worked for purposes of calculating overtime.

Section 5. Hours Worked.

Leave codes that are currently coded as Business (B), Personal Holiday (P), Holiday (J), Association Business Leave (ABL), Training (T) – count as hours worked for overtime calculations.

Section 6. Vacation Relief Ratio.

The Vacation Relief Ratio shall not exceed .17:1. The Vacation Relief (“VR”) ratio is calculated as follows: Authorized Operations Battalions Positions (Class Summary Report) divided by Daily Staffing Positions for all shifts (all fire companies with four fire fighters assigned, all battalion chiefs, Shift Tech, and the duty Paramedic – currently EMS 99). The ratio is then applied to the Daily Staffing Positions to determine the number or VR positions. The VR Ratio as of February 2010 is:

$$811 \div 696 = 1.17$$

$$.17 \times 696 = 118 \text{ VR positions}$$

The Chief or designee will determine the number of VR positions to be allocated to each shift.

The staffing ratio may be exceeded one time for up to ninety (90) days for new station construction delays.

Section 7. Preemption.

This Article shall preempt any contrary provisions including those set forth in TLGC 142.0015, and any local ordinances, executive orders, or rules adopted by the City or Commission, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

ARTICLE 11

COMPENSATORY TIME OFF

As permitted by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(o), the City may compensate fire fighters, if requested by the fire fighter, with compensatory time in lieu of overtime compensation required by the FLSA, 29 U.S.C. § 207 subject to the discretionary approval of the Chief. The Parties agree that if compensatory time is granted, it shall be administered in accordance with the City's Personnel Rules and Regulations and shall comply with state and federal law. The use of the term "fire fighter" in this Article shall not be construed as affording the right of time-and-one-half remuneration (whether overtime or compensatory time) except as provided by FLSA, 29 U.S.C. § 213 and TLGC 142.0015(e). This Article preempts Section 142.0016 TLGC only to the extent of any inconsistency with that section.

**ARTICLE 12
VACATION/HOLIDAY LEAVE**

Section 1. Vacation Leave.

Vacation leave for sworn fire fighters shall be accrued according to the following chart:

Sworn Service Time	Staff or 8-Hour Day Employees		Suppression or 12-Hour Day Employees	
	Maximum Accrual Per Year (Hours)	Accrual Rate Per Pay Period (Hours)	Maximum Accrual Per Year (Hours)	Accrual Rate Per Pay Period (Hours)
Firefighter with 1 year of service	120	4.62	180	6.93
Firefighter with 5 years of service	136	5.23	204	7.85
Firefighter with 10 years of service	144	5.54	216	8.31
Firefighter with 15 years of service	160	6.15	240	9.23
Firefighter with 20 years of service	184	7.08	276	10.62

Section 2. Vacation Time Management.

The authorized number of allotted vacation positions can be exceeded if approved by the Chief or designee. There will be no less than 36 suppression vacation slots per day except under a declared emergency. Floating days shall not be included in this number.

Under the direction of the Chief or designee, Battalion Chiefs are responsible for managing vacations and other leave time for their battalion/shift to provide the most effective emergency response capability possible.

Section 3. Vacation Leave Transfer.

Fire employees may transfer accrued vacation leave (no other type of leave may be transferred) into a non-civil service employee's Short Term Sick Leave/Family Leave account or into a civil service employee's Sick or Family Illness Leave account in order to ensure continuing income for an employee who must be absent from work due to a major personal illness or injury or due to an immediate family member's major illness or injury which requires the presence of the employee. In the event of conflict, the PRR policy for donated leave shall apply. Donated leave will not count toward any minimum required leave usage provisions listed in this article.

Section 4. Holiday Pay and Accrual.

Time accrued for all holidays shall be based on either an eight (8) hour day for Staff Personnel or a twelve (12) hour day for Suppression Personnel.

Suppression Personnel shall be paid for hours worked (eight or sixteen depending on shift) on a holiday (as defined below) at time and one half (1 ½) holiday rate. For purposes of this Article, only, holiday rate means an individual's step rate within their rank plus longevity supplement. Suppression Personnel shall accrue twelve (12) holiday hours for each holiday observed unless the fire fighter is in a no-pay status.

Staff Personnel shall be paid for hours worked on a City-recognized holiday (except as modified by Section 5 of this Article) at time and one half (1 ½) holiday rate. Staff Personnel who work on the City-recognized holiday shall accrue eight (8) holiday hours.

If the City-recognized holiday falls on a ten (10) hour staff person's off day, he or she shall accrue eight (8) holiday hours. Staff personnel shall be allowed to move their regular day off with supervisor approval.

If a fire fighter (suppression or staff) is scheduled to work on a holiday (actual or City-recognized) and is absent for any reason he or she shall be charged the requested leave time if available and accumulate the appropriate holiday hours for his or her position.

Section 5. Holidays.

Department personnel are granted eight (8) holidays per year.

City-recognized holidays may not always align with the actual holiday day and are: New Year's Day, M.L.K. Day, Memorial Day, Independence Day, Labor Day/9-11 Remembrance Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. As per the City's PRRs, the City may officially recognize a holiday on a day which is not the actual holiday.

Suppression Personnel and any Staff Personnel who are required by their position to work on the actual holiday shall observe the actual holiday, regardless of when it is recognized by the City. Suppression Personnel and those Staff Personnel indicated above shall also observe the City-recognized Day after Thanksgiving holiday. Staff Personnel not included, above, shall follow only the official City-recognized holiday schedule.

Fire fighters are also granted one (1) Personal Holiday per year (eight (8) hours per year for Staff Personnel and twelve (12) hours for Suppression Personnel).

Section 6. Vacation/Holiday Accumulation and Use.

There shall be no limit on maximum accumulation of vacation or holiday time. Vacation hours are available for use after twelve (12) months from date of hire. Upon separation of employment, Fire employees shall receive payment of all accrued vacation and holiday time,

except that Fire employees who terminate from the City within twelve (12) months from their date of hire shall not be paid for accrued vacation time.

Fire fighters may accrue unlimited personal holiday hours, including any granted by the City Manager. Fire fighters who terminate employment for any reason will not receive payment for any unused personal holiday hours upon separation from the City nor shall fire fighter personal holiday hours be part of any future leave sell back.

After one year from a fire fighter's hire date a fire fighter may begin using vacation time. Beginning the first full calendar year after commission date, Fire Civil Service employees are required to use two (2) weeks (120 hours for 56-hour suppression personnel and 80 hours for 40-hour staff personnel) accrued holiday time and/or vacation time per payroll year. Failure to use the minimum required leave will result in the difference between the amount used and the minimum required leave usage being deducted from accumulated vacation leave at the beginning of the next payroll year.

A fire fighter who is not able to use two (2) weeks of accrued holiday and/or vacation time in a payroll year due to illness or injury may petition the Chief or designee in writing for a waiver of this requirement. The Chief or designee will provide a written ruling on the request to the petitioner within five (5) calendar days of receipt of the request. The Chief or designee's decision will be final. Decisions resulting in a waiver to the requirement will be forwarded to the City Human Resources Department for implementation. Sending a request or response via email shall qualify as a writing.

Unless otherwise approved by City Council, fire fighters may not participate in the City's yearly vacation leave and/or accrued holiday leave sell back program (when implemented by the City Council).

Section 7. Preemption.

This Article shall preempt any contrary provisions including those set forth in TLGC 142.0013, and any local ordinances, executive orders, or rules adopted by the City or Commission, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

ARTICLE 13 WORKING AGREEMENT

Section 1. Substitutions.

Any fire fighters of the bargaining unit, who are injured or sick and have depleted his or her accrued leave benefits, may self-arrange or make a request to the Association for one or more fire fighter(s) of the bargaining unit to substitute for him or her. Substitution personnel working for another fire fighter under this provision need not be of the same classification as the fire fighter being worked for, provided there are sufficient eligible fire fighters on-duty to fill those positions requiring specific classifications.

- a. This Section shall cover a member for a maximum cumulative period of up to 24 months during a fire fighter's career.
- b. No fire fighter of the bargaining unit shall be eligible to receive benefits under this Section after qualifying for retirement under the then-current City retirement program as codified in 6243i of the Texas Revised Civil Statutes and Sections 2-201 -- 2-235 of the City's Code of Ordinances (as amended) and any relevant rules promulgated by the board of the Employees Retirement Fund.
- c. The disabled fire fighter's personnel record shall reflect continuous service with the City; the record shall not recognize a break in the fire fighter's years of service as a result of availing him/herself of substitutes under this Section.
- d. Under no circumstances shall a fire fighter who is using substitutes under this Section be allowed to perform non-department related work.

Section 2. Substitution Approval.

All substitutions contemplated herein are subject to the Chief's or his or her designee's, approval as defined or limited by C.F.R. 553.31. Nothing in this Article shall abrogate the Chief's ability to determine a fire fighter's fitness for duty or any other eligibility criteria of the Department.

Section 3. Compliance with Federal Law.

The City has agreed to facilitate its fire fighter's shift exchanges, recognizing that a fire fighter's choice to do so is at the fire fighter's sole option and for the fire fighter'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 fire fighter participation in this voluntary option.

Section 4. Eligibility.

Upon ratification of this Agreement, persons currently eligible to or who are actively accepting benefits under the 2004 Working Agreement shall remain eligible for benefits as described in this Article.

Section 5. Old Agreement Terminated.

The 2004 Working Agreement is terminated. Existing 2004 Working Agreement hours that are currently in the "Bank" (if any), shall be used on recognized City Holidays or when a member assigned to work does not report. This procedure shall be used until all hours currently in the "Bank" are exhausted. There shall be no further accrual of Working Agreement Hours as of the date this Agreement is ratified. The Association may promulgate internal Working Agreement Rules, Regulations and Procedures subject to this Article.

Section 6. Defense.

The City shall defend all claims against the Association (and its Executive Board, if named), which arise directly from the implementation of the specific terms in this article and shall pay any and all claims finally adjudicated based thereon involving joint liability of the City and the Association. The City's obligation to defend and/or pay does not extend to liability based on the rules, regulations and procedures, or administrative practices of the Association, which are the sole prerogative of the Association.

ARTICLE 14 GROUP HEALTH BENEFITS

Section 1. Health Benefits.

The City agrees to continue to provide substantially equivalent health benefits, when considered overall, to the current health benefits package for fire fighters and their dependents. This may involve the same or another benefits program provided that the combined value of the program, including employee out of pocket costs, access, and benefits remain substantially equivalent to the current program when considered as an overall plan. This does not mean that individual healthcare or prescription cost components are fixed. This Article does not prevent the City from changing the provider, plan administrator, third party administrator or plan design, provided that the benefits and value of the Plan remain substantially the same.

The premiums for the health benefit coverage are partially subsidized by the City. Premiums for fire fighters and their dependents health benefit coverage may change, but there shall be no change to the percentage level of subsidy provided by the City.

This Article does not prevent changes in the City Wellness Program.

Section 2. Eligibility.

Only fire fighters hired on or before September 30, 2013 shall be entitled to the benefits of Section 1. Any fire fighter whose hire date falls after the written expiration date of this Agreement shall be eligible for the same health benefit coverage as being offered to all other employees at that time, or as established in future collective bargaining agreements. Notwithstanding anything contained in Article 33 (Duration and Termination) no evergreen or holdover period of any kind shall apply to those fire fighters hired during the evergreen.

Section 3. Programs Described.

The health benefits program currently in effect for fire fighters and their dependents is described in the Summary Plan Description effective January 1, 2005, restated October 1, 2007, and as amended in the Summary of Material Modifications which is attached herein and incorporated herein Appendix B. These benefits are summarized in the City of Fort Worth Summary of Plan Benefits chart which is attached hereto and incorporated herein in Appendix C.

Section 4. Preemption.

This Article shall preempt any contrary provisions set forth in Ch. 2, Art. V, Sec. 2-190 of the Fort Worth Code.

ARTICLE 15 RETIREE HEALTH BENEFITS

Section 1. Fire Fighters Hired Prior to January 1, 2009.

Upon their retirement, fire fighters hired prior to January 1, 2009 shall be provided the same retiree health benefits as retired fire fighters with similar tenure. Such retirees shall have the same cost, terms and conditions as other retirees similarly situated in accordance with the current practice. It is the intention of this provision to preserve the existing practice in terms of percentage subsidy for the defined class of future retirees and their dependents, and to make those rights enforceable under this Agreement, but nothing more.

Section 2. Fire Fighters Hired Since January 1, 2009.

Fire fighters hired on or after January 1, 2009 shall be entitled to such retiree health benefits as are required by law or as established in future provisions in the Collective Bargaining Agreement(s) between the parties, by amendment or otherwise.

Section 3. VEBA Trust

During the term of this Agreement, the parties agree to establish a joint committee that shall evaluate the Voluntary Employee Beneficiary Association (“VEBA”) Trust rules, IRS Code provisions, actuarial evaluations or other existing pre-funded programs for fire fighters hired on or after January 1, 2009. The joint committee will consist of six (6) members, consisting of three (3) appointed by the Association and three (3) appointed by the City Manager. Such committee shall be formed no later than sixty (60) days after ratification of this contract. The City Manager and the Board of Directors of the Association shall each maintain control over their appointed committee members. The Committee will monitor changes in health care brought about by Federal legislation and determine what impacts such legislation may have upon current VEBA actuarial funding requirements and other alternatives such as retiree medical services accounts, whether administered by the employer or the Association. The Committee shall consider possible VEBA legislation. The Committee shall also report on options to structure a VEBA within this Agreement. This Committee’s focus shall be the use of a VEBA program or other retiree health savings, and shall not conflict with the broader role and mission of the City wide benefits committee, which includes Association representatives. The City shall make a 2% set-aside (\$1.6 million) by August 31, 2013, and such set-aside shall be designated for retiree health benefits subject to negotiations in the next cycle.

Section 4. Preemption.

This Article shall preempt any contrary provisions set forth in Ch. 2, Art. V, Sec. 2-190 of the Fort Worth Code, which shall otherwise remain in effect.

ARTICLE 16 PENSION

Section 1. Contributions to Fund.

Nothing in this Article shall be interpreted to abrogate or supersede the provisions of Ch. 2, Art. VI, Section 2-201 et seq., of the City of Fort Worth Code, Article 6243i of the Texas Revised Civil Statutes ("Article 6243i"), or any related administrative rules promulgated by the Board of Trustees for the Fort Worth Retirement Fund (the "Fund"), but this Article does contractually limit the City's prerogatives under the code, statute and administrative rules to the extent specifically provided for herein.

The City's contribution rate to the Employees' Retirement Fund shall not be decreased for fire fighters. The City may, however, increase its contribution to the Fund, or may request an election pursuant to state law to increase all members' contributions to the Fund. If an employee election disapproves an increase in contributions, the Association shall have the right to reopen the Agreement to bargain for additional fire fighter and City contributions. If it is determined that an amendment to Article 6243i of the Texas Revised Civil Statutes is required to accomplish the contribution increases, the Parties agree to negotiate on the subject of joint enabling legislation.

This Article does not prevent the City from studying or evaluating recommended changes to the Fund benefits in accordance with Article 6243i or other laws of Texas and of the City. Nothing in this Article shall be construed to allow benefits to be diminished or impaired.

Section 2. Restrictions.

Only fire fighters hired on or before September 30, 2013 shall be entitled to the benefit of Section 1. Any fire fighter whose hire date falls after September 30, 2013 of this Agreement shall be eligible for the same pension benefits as being offered to all other employees at that time or as established in future Collective Bargaining Agreements. Notwithstanding anything contained in Article 33 (Duration and Termination) no evergreen or holdover period of any kind shall apply to those fire fighters hired during the evergreen period.

ARTICLE 17 STAFFING STANDARDS

The City shall continue its practice of staffing with four (4) persons (consisting of: one (1) officer, one (1) engineer, and two (2) fire fighters), active service status Engine companies and Ladder companies, including quints (as commonly recognized apparatus by the Association and Department), Squad companies, and ARFF companies (maintaining the existing practice of one four-person crew per ARFF company). These apparatus may be temporarily reduced to three (3) persons, yet remain in active service, if a fire fighter assigned to work on these apparatus is off duty for up to four (4) hours.

These apparatus may be temporarily reduced below four (4) persons when assigned to training. One apparatus at double company fire stations staffed with a four person crew may be temporarily reduced to three (3) persons yet remain in active service for up to four (4) hours in the morning and four (4) hours in the afternoon while one crew member attends training.

This Article shall not affect the City's or the Chief's rights to set, determine, change, or modify the number, locations, service status, or utilization of fire stations, facilities and apparatus.

ARTICLE 18
PROCEDURE FOR FILLING AND PROBATIONARY PERIOD FOR
BEGINNING POSITIONS IN THE FORT WORTH FIRE DEPARTMENT

Section 1. Recruitment.

The Chief will determine when the following procedures, outlined in this article for the filling of entry positions in the Department, will take place. Recruitment for fire fighter candidates shall be a cooperative effort between the Department and the Human Resources Department. In all cases, recruitment efforts will be publicized and recruitment notices will be posted on the City's Job Announcement web page. Recruitment may be conducted on a continuous or periodic basis. The Department may test at different locations, but all testing shall be conducted simultaneously for the particular eligibility list being established. A candidate may be tested only once for a specific eligibility list.

Section 2. Eligibility.

Eligibility to become a fire fighter will be determined by a candidate's ability to meet the minimum standards established in the Local Civil Service Rules. The Association shall be afforded the opportunity to assign representatives as unpaid proctors during the physical ability test and distance run. Candidates must meet all minimum standards and requirements to be eligible for future licensing by Texas Commission on Fire Protection. A candidate must not be younger than eighteen (18) years and must not have reached thirty six (36) years of age by the date of the entry-level test required of that candidate is administered.

Section 3. Selection Criteria.

The selection of a candidate to be a fire fighter shall be based primarily upon the candidate's suitability to serve as a fire fighter and including consideration of scores from the selection process. The Chief shall make the final hiring decision. The rule of three shall not apply. All testing and selection procedures shall be designed and intended to identify the most suitable applicants and to exclude those candidates who are deemed not likely to possess the characteristics and abilities to be successful in the performance of work required of a fire fighter. All candidates shall be required to pass an entry-level written test intended and designed to measure the candidate's suitability and ability to perform the duties of a fire fighter. A passing score for the entry-level written test will be established based on the psychometric characteristics of the test as recommended by the test publisher. The Association shall be afforded the opportunity to assign representatives as unpaid proctors during testing.

The candidate characteristics for which additional points shall be added to a passing test score and the point values for such characteristics are as follows:

Military Veteran (with honorable discharge per DD 214)	5 points
Resident of Fort Worth for six months	1 point

or more continuously prior to the time of their entry-level test (includes college students and military personnel, if their primary residence is Fort Worth). Applicants must present two forms of proof of residency at the time of the test.

Six (6) points is the maximum cumulative number of additional points which shall be added to a candidate's passing test score for any combination of such characteristics. In order for points to be given for Military service, the candidate must provide proof of an honorable discharge by presenting a DD 214 at the time of application, in order for points to be given.

In the event a candidate who is called to active military service prior to being hired was in a stanine that other candidates were hired from, that candidate shall be added to the stanine currently being considered or the next stanine to be considered for the next class hired if the candidate reapplies (completes a new application) within one hundred eighty (180) days of being released from active duty, provided that the next stanine to be considered is created within 24 months from the date of the candidate's reapplication.

Section 4. Processing Candidates.

Candidates with passing test scores on the entry-level test will be placed on an eligibility list in the order of their overall eligibility scores (test score plus additional points). An eligibility list will be divided into stanines based on the eligibility scores of candidates who pass the entry-level test. All candidates within a stanine shall be considered to have an equivalent eligibility score. Candidates with eligibility scores that span two stanines will be placed in the higher stanine. Candidates may not be hired from an eligibility list that is created after an existing active eligibility list has been established until the existing list has been exhausted or has expired. All candidates within a stanine must be processed and either recommended for hire or rejected before candidates from a lower stanine may be considered. Candidates will be referred by the Human Resources Department to the Department by stanine. An eligibility list may be effective for a minimum of three (3) months and a maximum of eighteen (18) months, or until a specified number of candidates for academy classes are selected from a list. The conditions that will determine when an active list may be closed must be included on the announcement notifying candidates of the test.

Section 5. Selection Process.

The Department will determine those candidates who are most suitable to be hired as fire fighters based on a structured and job-related selection process. The selection process will include testing for physical ability; personal characteristics linked to the performance of essential job functions, decision-making, communication skills, and interpersonal skills. The Department will utilize interview boards (e.g. review boards), polygraph examinations, drug screens, background reviews, and personal references to assess candidates as long as the methods have been reviewed by the Human Resources Department and found to be objective and job-related and applied consistently in processing candidates. Pass/fail scores, rating scales or point scores currently in use as of the date of ratification of this agreement shall continue to be used for each selection

method in the selection process. A candidate must complete and pass each selection method in the entry-level hiring process in order to continue in the process.

Within thirty (30) days from the date of ratification of this Agreement, a committee shall be appointed by the Chief or designee consisting of one member appointed by the Association, one member from the City's Human Resources Department, and up to three (3) members appointed by the Chief or designee. The committee shall establish a new point or rating system for the Interview Board's personal history interview (e.g. candidate background interview) in order to distinguish those candidates most suitable to be hired as fire fighters. The committee may ask for any assistance from Human Resources in establishing the new point or rating system. The committee must meet and establish a new point or rating system and make its recommendation to the Chief or designee no later than one hundred and twenty (120) days after the committee is appointed. Should the committee need additional time, it may request extensions in thirty (30) day increments which must be approved by the Chief or designee. A pass/fail score may be established for the Interview Board's personal history interview score, as appropriate.

Failure by the committee to meet and/or reach agreement by the stated timeline (plus extensions, if any) shall not prohibit the implementation of this Article, in which case the Interview Board will develop a scoring/rating system for its use. The committee may meet to evaluate and modify a rating system after it has been used for at least one class of candidates.

Nothing in this Article shall prevent the City, including the Interview Board, from complying with EEOC regulations or guidelines, nor shall this Article be interpreted to create a private right of action to an EEOC discrimination claim.

Any candidate needing a reasonable accommodation in order to complete a step in the process will be afforded an opportunity to request that accommodation from the Human Resources Director. The Human Resources Director or designee will grant or deny the request.

Any interview or review boards used in the selection process shall consist of one (1) member with one (1) alternate appointed by the Association and additional members (and their alternates) appointed by the Chief. Each additional member shall also have an alternate. Interview or review boards shall not have less than three (3) or more than five (5) members on each. Membership of the interview board will not change during a hiring period unless a member is unable to serve, in which case his or her alternate shall serve. In order to serve, each board member must have prior interview board experience and shall have received Human Resources training prior to their appointment. Alternates may be appointed prior to obtaining the required human resources training. Observation of an actual interview board session (i.e., a full day of interviews) shall satisfy the interview board experience requirement.

Section 6. Hiring Process.

Upon completion of the selection process, a total final score from the Interview Board will be calculated by the hiring process administrator for each candidate based on the rating or point standards established for the various selection methods. The hiring process administrator shall be appointed by the Chief and shall be a permanent member of the recruit training staff. Candidates

will be ordered by final score and grouped into batches of ten (10) based on the candidates' final score. In the event of a tie score, the tiebreak number drawn at the time of the entry-level test shall be used to rank candidates within a batch. The candidates will then be submitted to the Chief by batch (highest scoring batch, first) but without any associated scores or rankings. The Chief or designee may consider signed, written information provided by any of the participants in the selection process as to any candidate when making a final decision to make a conditional offer of employment to a candidate. The Chief or designee shall hire each candidate in a batch in order unless a valid reason exists to reject the candidate. The Chief or designee must either hire or reject each candidate in a batch before the next batch can be presented to the Chief or designee for consideration. As each candidate is hired, the order in which they are hired will be documented and this order will be used to establish the final tie breaking criteria for future promotional tests. The Civil Service Director or designee will review the scores and written documentation on all selected and passed-over candidates to insure consistency and fairness in the selection process and compliance with applicable law. Following this review, the Chief or designee will complete the hiring process.

Section 7. Candidate Hold Over.

If an eligibility list expires or is closed prior to the next class, the Department may retain any candidate's name that was processed from the last stanine from which candidates were considered for hiring to be included in the next available class if such class begins within ninety (90) days of the expiration date.

Section 8. Probationary Period.

All new hires and rehires will serve a probationary period from the date of hire until completion of Academy training and one year following being commissioned as a Fort Worth fire fighter. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.

Leave for probationary fire fighters will be based upon length of continuous service from date of hire. Probationary fire fighters will be eligible to use available sick leave after six (6) months of service from the date of hire. Probationary fire fighters will be eligible to use available vacation and family leave after one (1) year of service from the date of hire. Probationary fire fighters who terminate after one (1) year of service from the date of hire will be paid for any accrued but unused vacation time.

Section 9. Changes in Process.

The Commission may implement changes in the process or procedures set forth herein if the City Manager and the Executive Board of the Association approve a Memorandum of Agreement setting forth the changes deemed necessary to address problems or needs that arise after the effective date of this Agreement.

Section 10. Preemption.

This Article shall preempt any contrary provisions set forth in TLGC 143.021 (c), 143.023 (b), 143.025 (b), (h), (i), 143.026, 143.027 and any local ordinances, executive orders, or rules adopted by the City or Commission, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

Section 11. Defense.

With regard to this Article only, the City shall defend all claims against the Association (including its executive board, if named) and will pay any and all claims finally adjudicated involving joint liability of the City and the Association.

Section 12. Effective Date.

This article shall become effective no later than January 1, 2011 but shall not be applied to a recruitment class for which testing begins prior to September 1, 2010.

ARTICLE 19 PROMOTIONS

Section 1. New Classification.

The Parties to this Agreement understand and agree that the Fort Worth City Council ("Council") may establish a new classification (rank) of division chief. The Chief may establish up to three (3) positions within the division chief classification beginning in the second year of this Agreement, and up to three (3) additional positions by the end of the fourth year of this Agreement, with the approval of the Council. The Chief's appointments for the division chief level must be new positions and not reclassifications. Organizationally, the newly-created division chief classification will be immediately below the classification of deputy chief and immediately above the classification of battalion chief. The rank of division chief shall be filled by persons meeting the current provision of TLGC 143.014(e) (as of the end of the 81st Texas Legislative Regular Session) and this article.

All promotions to any position in the classification of division chief shall be made by discretionary appointment of the Chief. The Chief will not be required to make promotions within any specific time. The Chief may, in his sole discretion, use any additional process or assessment procedure in making appointments to the division chief positions. Appointment to the rank of Division Chief shall be by mutual consent of the Chief and the appointee.

Any fire fighter appointed to the classification of division chief may be demoted to the same or equivalent classification the fire fighter held prior to appointment at the exclusive discretion of the Chief, and shall have no right to appeal such a demotion. Any division chief so demoted shall have no right to prior notice, a statement of charges, or to file a grievance or other complaint. Neither the Commission nor an Arbitrator shall have the jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion. Any fire fighter appointed to the classification of Division Chief shall be afforded the same protections as Deputy Chiefs in regard to TLGC 143.014 (g) and 143.014 (h).

Section 2. Division Chief and Deputy Chief Pay.

Upon creation of the Division Chief in the second year of the agreement, the base pay minimum for this classification will be established to be 2% above the maximum (step B) of the Battalion Chief with a 16% base pay range length as depicted in Appendix A. During this same year as well as the duration of this contract, the Deputy Chief base pay minimum will always be 7% above the minimum base of the Division Chief and have a 19% base pay range length. As of the second year of the agreement, the Deputy Chief classification will no longer be on a step plan.

During year 3, the Division Chief base pay minimum will be 4% above the maximum (step B) of the Battalion Chief with a 16% base pay range length as depicted in Appendix A. During this same year and as depicted in Appendix A, the Deputy Chief base pay range will adjust to maintain the aforementioned differentials as described above during the second year.

During year 4, the Division Chief base pay minimum will be 7% above the maximum (step B) of the Battalion Chief with a 16% base pay range length as depicted in Appendix A. During this

same year and as depicted in Appendix A, the Deputy Chief base pay range will adjust to maintain the aforementioned differentials as described above during the second year.

The Chief has the authority to set the base pay for each division chief and deputy chief individually, above the minimum base pay. The individual's base pay will be set or adjusted by the Chief at any time per the City's Personnel Rules and Regulations. The base pay for the rank of division chief and deputy chief shall not be controlled by TLGC Chapter 143 and specifically 143.041(b). Such personnel shall be exempt from overtime compensation to the extent permitted by state and federal law.

Section 3. Written Promotional Exam Appeal Procedures.

On request, a promotional candidate will be allowed to review his or her promotional test and the correct answers, source material and examination grading. The test may be reviewed only once and questions may be appealed by promotional candidates for five (5) business days after the date of the exam. A candidate may appeal a test item by stating in writing why the graded correct answer is wrong or another answer is clearly more correct than the graded correct answer. A candidate's test item appeal will be submitted by the Human Resources Department without the names of the appellants, to a board of three fire fighters, two appointed by the Chief and one appointed by the Association ("Review Board"). This Review Board will review each appealed question and make a written recommendation as to the validity of the appeal. The Commission shall review all written recommendations and rule on all appeals. The Commission will be provided with the candidate's appeal, the recommendation of the Review Board and the justification for the correct answer by the Civil Service Director or designee. The Commission will rule on the validity of the appeal based on the documentation provided without oral argument. All test items will be graded with either one best answer correct, multiple answers correct or all answers graded correct. The Commission's decision on test item appeals shall be final.

Section 4. Preemption Provision.

This Article shall preempt any contrary provisions set forth in TLGC 143.014(b), 143.021(b), 143.021(c), 143.034, 143.036, 143.037, 143.041 and 142.0015(b)-(e-1), and any local ordinances, executive orders, or rules adopted by the City or Commission, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

ARTICLE 20

SECONDARY EMPLOYMENT

Fire fighters shall not engage in secondary employment while on-duty, except with the knowledge and consent of the Chief or designee and in accordance with Department rules.

Fire fighters shall not engage in any secondary employment that constitutes a conflict of interest with the Department or the City, or where the secondary employment interferes with the ability of the fire fighter to proficiently perform all assigned duties, tasks, and training requirements.

Fire fighters shall at all times be governed by the ordinary and reasonable rules of good conduct and shall not commit any act tending to bring reproach or discredit on themselves, the Department, or the City.

The Chief retains his or her authority to implement a registration system for off-duty employment in accordance with the provisions of this Article.

This Article shall not be construed to authorize unlimited, unilateral or unconditional secondary employment while on duty.

ARTICLE 21 DISCIPLINARY PROCEDURES

Section 1. Compliance with TLGC 143.

All disciplinary action shall comply with the applicable provisions of Chapter 143 of the TLGC. This article provides options in addition to those included in Chapter 143.

Section 2. Suspension Options.

A fire fighter who is suspended from duty for up to a maximum of fifteen (15) days may elect to forfeit either his or her accumulated paid vacation or holiday leave in lieu of the suspension. The fire fighter must make the request to use paid leave in lieu of suspension within 24 hours of receipt of notice of the disciplinary action. If a fire fighter elects to forfeit his or her paid leave in lieu of all or part of a disciplinary suspension, the disciplinary action is not appealable. Forfeited time shall not apply to annual leave use requirements. Under an agreement reached under Section 143.052(g) of the TLGC, the Chief and the fire fighter may agree to forfeit accrued leave for all or part of a disciplinary suspension through a reduction in the fire fighter's accrued leave.

Section 3. Appeals.

Any fire fighter who chooses to appeal a disciplinary suspension as provided under Chapter 143 of the TLGC shall not be charged with the suspension days until the appeal is resolved, provided the suspension is for less than seven (7) calendar days.

Section 4. Formal Administrative Investigation.

In the event of a Formal Administrative Investigation of alleged misconduct by a fire fighter that could result in disciplinary action against that person, the fire fighter shall be notified in writing that he or she is the subject of a Formal Administrative Investigation and the allegations against the fire fighter at least thirty-six (36) hours prior to the subject fire fighter's initial interrogation by the Chief or officers assigned to the investigation. The fire fighter who is the subject of a Formal Administrative Investigation will be entitled to have a representative present at his or her interrogation or any subsequent meeting with the Chief or designee.

Section 5. Preliminary Investigations.

Meetings, interviews, questions and/or discussions, including those that could possibly lead to a Formal Administrative Investigation, conducted by officers in the fire fighter's chain of command, are considered as Preliminary or fact finding Investigations, and may be initiated at any time, and without notice or requirement for representation. This does not prohibit the officers in the fire fighter's chain of command from allowing the affected fire fighter representation if so requested.

Section 6. Felony Convictions.

Conviction of a felony shall terminate the employment of a fire fighter without right of administrative appeal.

Section 7. Misdemeanors.

A fire fighter shall notify the Chief or designee through the chain of command within 48 hours of the fire fighter's arrest for a Class A or Class B misdemeanor or felony; official charge for a Class A or Class B misdemeanor; felony indictment; and the conviction, acquittal, or dismissal related thereto.

Section 8. Disciplinary Suspensions.

The Chief or designee shall not be required to deliver in person a written statement of suspension to the fire fighter being suspended. The written statement of suspension shall be deemed to have been delivered to the fire fighter when the written statement of suspension (1) is hand-delivered to the suspended fire fighter by the Chief or designee; or (2) is delivered to the suspended fire fighter's attorney with signed receipt. If the City attempts in good faith to deliver the written statement as provided herein, but such attempts are unsuccessful, the written statement may be mailed by certified mail to the last known address of the suspended fire fighter. Service is complete upon mailing, and the suspension shall be automatically appealed consistent with Chapter 143 of the TLGC.

Section 9. Effective Date.

This Article becomes effective upon ratification of this Agreement. Any action discovered prior to ratification, from which an investigation and/or discipline may result, will remain under the Department's current practice.

ARTICLE 22 GRIEVANCES

Section 1. Grievances.

A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision of this Agreement. Except as may be otherwise provided in this Agreement, all disciplinary action shall be in compliance with the applicable provisions of Chapter 143 of the TLGC and is not subject to the terms under this Article. The Association or any bargaining unit member may file a grievance under the terms of this Agreement. Each grievance shall be submitted on a form agreed to by the parties and must include (1) a brief statement of the grievance and the facts or events on which it is based; (2) the section(s) of the contract alleged to have been violated; (3) the remedy or adjustment sought; (4) the steps taken by the grievant to resolve the issue; (5) for maintenance of standards or past practice grievances, the specific right or practice that is the basis of the complaint; and (6) the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee Chairman or local Association President.

Section 2. Procedure.

Step 1

A fire fighter who is aggrieved must file a grievance with an Association Grievance Committee member within thirty (30) calendar days of the date upon which the fire fighter knew of or should have known of the facts or events given rise to the grievance. A copy of the notice of receipt of the grievance shall be forwarded to the Chief by the Association Grievance Committee within three (3) calendar days of receipt of the grievance. The Grievance Committee shall within fifteen (15) calendar days of receipt of the grievance determine if a grievance exists. If the grievance is denied by the Committee, a member of the Committee shall notify the grievant within five (5) calendar days of the day of the denial. The grievant may appeal in writing to the Executive Board of the Association within five (5) calendar days of notification of denial of the grievance. The Executive Board shall have five (5) calendar days to make final determination of the appeal. If the Association determines that no grievance exists, the Grievance Committee Chair shall notify the Chief or designee in writing that no further proceedings will be necessary. If the Association determines that the grievance is valid, it shall process the grievance on behalf of the fire fighter(s) by forwarding the written grievance to Step 2 of this procedure.

Step 2

Any grievance found to be valid by the Association shall be submitted to the Chief or the designee by hand delivery and in writing within ten (10) calendar days of the Step 1 ruling. After receipt of the grievance, the Chief or designee shall: within fifteen (15) calendar days of receipt of the grievance submit his or her response in writing to the Association President.

Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) calendar days from receipt of the Chief's decision to submit the matter to arbitration. The arbitration procedure will

be implemented by the Association notifying the Chief in writing of their intent to submit the grievance to arbitration.

Step 4

If a grievance is submitted to arbitration, the City and the Association may, within ten (10) calendar days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on such an appointment, the City and Association shall, within five (5) calendar days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) calendar 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. The arbitrator so selected shall, through the agency selected, be promptly notified of his or her selection and the parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

- a. Within thirty (30) calendar days after the 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 of 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 modify or to establish new provisions as to the present Agreement, or to arbitrate away, in whole or in part, the provisions or amendments thereof.
- d. The cost of the impartial arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- e. Each party shall be responsible for the cost of the attendance of its witnesses at the contract grievance hearing.
- f. If the final date of any response and/or filing period falls upon a City Holiday (observed date), Saturday or Sunday, then the due date will fall on the next business day.

Section 3. Time Limits.

All time limits set forth in this Article may be extended by mutual consent and in writing, but if not so extended they must be strictly observed. In the event the Association fails to meet the time limits at any step of the procedure the grievance shall be considered resolved and no further action shall be required. Failure by the City to meet the time limits at any step shall be

considered a denial of the grievance and shall automatically allow the grievance to proceed to the next step.

Section 4. Election of Remedies.

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 their authority and jurisdiction as provided under this Agreement; that the decision of the arbitrator was procured by fraud or collusion or that the arbitrators decision is based upon a clear and manifest error of law.

Section 5. Costs.

Each party shall be responsible for the costs of the attendance of its own witnesses at a contract grievance hearing. Nothing in this Agreement shall prevent the Association from charging non-members reasonable fees and expenses for representation, in accordance with its by-laws and other applicable law.

ARTICLE 23
PERSONNEL FILE

A fire fighter, with or without his or her designated representative, shall be entitled to review the contents of his or her department personnel folder, upon request, during normal business hours, unless an investigation concerning the fire fighter is currently in progress. In the event an investigation is currently in progress, materials pertaining to that investigation shall not be available until the investigation is completed.

ARTICLE 24
MISCELLANEOUS

Control of station heating, ventilation and air conditioning systems will be at the discretion of the on duty station officer subject to management and oversight by the Chief or designee.

ARTICLE 25
CHAPLAIN PROGRAM

One fire fighter shall be appointed by the Chief for duties as the Department Chaplain. The Chaplain provides guidance and counseling for job related problems, including counseling with immediate family members, and will assist where possible when fire personnel are injured, ill, or deceased. The Chaplain will perform other related duties as requested by the Chief.

Chaplain shall use his or her personal vehicle and shall be reimbursed for mileage at the current City mandated rate.

ARTICLE 26
HEALTH AND SAFETY

The City and the Association agree that qualified and responsible fire protection and safety, including rescue and first responder emergency medical service is the primary purpose of the Department. In order to provide such protection and service to the community, the City and the Association agree to maintain the highest reasonable standards of safety and health in the Department, and the Parties intend to eliminate, as much as possible, injuries, illness and death in the fire service. This Article does not modify or limit the management rights of the Department or Chief.

Interpretation of this Article shall be subject to the Article 29 Grievance process only in so far as up to Step 3, which shall be modified by substituting the term "mediation" for "arbitration." The same changes shall apply to Step 4; however all references to arbitration services, as well as subparts (a)-(f), shall not apply.

ARTICLE 27
NOTICE

Except as otherwise provided herein, any notice, demand, request or other communication hereunder given or made by either Party to the other shall be in writing and shall be either hand delivered (with written receipt obtained) or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties hereto at the respective addresses set out below, or at such other address as they may provide by written notice to the other Party. If mailed, a written attachment of the document shall be e-mailed via the City e-mail system to either the Chief or the Association President.

- A. If to City:
City Manager
City of Fort Worth
1000 Throckmorton Street
Fort Worth, TX 76102

- B. If to Association:
President
Fort Worth Professional Firefighters Association - Local 440
3855 Tulsa Way
Fort Worth, Texas 76107

ARTICLE 28
SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the City Council, management or Charter of the City, or by any change of any kind in the Executive Board, management or Constitution and By-Laws of the Association.

ARTICLE 29
SAVINGS CLAUSE & AMENDMENTS

Section 1. 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. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision. The obligation to negotiate shall not exceed a thirty (30) day period.

Section 2. Amendments.

Either party may propose an amendment to this Agreement at any time during the duration of the Agreement, and both parties agree to meet and confer on the proposed amendment. The Agreement may be amended by mutual agreement of the parties via either reopening the Agreement or via an attached Memorandum of Understanding, after ratification and City Council approval.

Section 3. Memorandum of Understanding.

The parties may accomplish a clarification or interpretation of this Agreement by a Memorandum of Understanding approved by the Association's Executive Board, the City Manager, and signed by the authorized representatives.

ARTICLE 30
DURATION AND TERMINATION

Section 1. Term of Agreement.

A. This Agreement shall be effective as of the date it is ratified by the City Council after ratification by the membership of the Association. It shall remain in full force and effect until the 30th day of September, 2013, or until such time as it is superceded by a new agreement, whichever occurs first; provided however, that in no event shall any part of this Agreement continue in effect after September 30, 2014. Only specific provisions which are cited in this Agreement are not subject to this evergreen provision

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

Section 2. Funding Obligations.

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

Section 3. Voter Disapproval of the Crime Control Prevention District.

A. In the event the voters of the City, at a duly called election concerning the continuation, dissolution or repeal of the Crime Control and Prevention District, rescind the authority for the Crime Control and Prevention District sales and use tax, the monetary obligations of the City under this Agreement shall terminate on the date of the canvass of such election.

B. In the event of action by the City Council under the prior paragraph, the Parties shall convene for the purpose of negotiating contract changes in the context of lost funding, but all other obligations of the Agreement shall otherwise continue unless agreed amendments are approved by both Parties.

Section 4. City Council Authority.

This Agreement does not impair the authority of the City Council to determine the number of authorized positions in the Department, or to change the classification of positions.

Section 5. Successor Agreement.

Negotiations for a successor agreement to this agreement shall begin no later than October 1, 2012.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT
TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS _____
DAY OF _____ 2010.

CITY OF FORT WORTH

Dale A. Fissler, P.E.
City Manager
City of Fort Worth

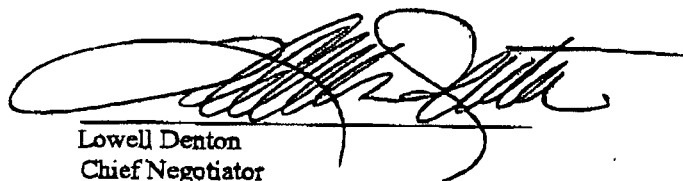
FORT WORTH PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 440

James Tate
President
Fort Worth Professional Firefighters Association

Approved as to Form



Jim Tate
President
Fort Worth Professional Firefighters Association
Tentatively Agreed for Ratification Purposes



Lowell Denton
Chief Negotiator
City of Ft. Worth
Tentatively Agreed for Ratification Purposes

APPENDIX A FY 09-10

AVERAGE 56 HOUR SCHEDULE

Job Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$16.48	\$17.30	\$18.16	\$19.07	\$20.03	\$21.03
		MO	\$3,999	\$4,198	\$4,408	\$4,628	\$4,860	\$5,103
		AN	\$47,986	\$50,378	\$52,894	\$55,536	\$58,323	\$61,235
		OT	\$24.72	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54
FIRE ENGINEER	Y02 / 1031	HR	\$22.25	\$23.38				
		MO	\$5,399	\$5,670				
		AN	\$64,792	\$68,037				
		OT	\$33.36	\$35.06				
FIRE LIEUTENANT	Y03 / 1030	HR	\$24.66	\$25.90				
		MO	\$5,985	\$6,285				
		AN	\$71,822	\$75,421				
		OT	\$37.00	\$38.85				
FIRE CAPTAIN	Y04 / 1029	HR	\$27.64	\$29.01				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$41.45	\$43.52				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$31.73	\$33.31				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$47.59	\$49.97				

40 HOUR SCHEDULE

Job Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$29.44
		MO	\$3,999	\$4,198	\$4,408	\$4,628	\$4,860	\$5,103
		AN	\$47,986	\$50,378	\$52,894	\$55,536	\$58,323	\$61,235
		OT	\$34.61	\$36.33	\$38.15	\$40.05	\$42.06	\$44.16
FIRE ENGINEER	Y02 / 1031	HR	\$31.15	\$32.71				
		MO	\$5,399	\$5,670				
		AN	\$64,792	\$68,037				
		OT	\$48.73	\$49.07				
FIRE LIEUTENANT	Y03 / 1030	HR	\$34.63	\$36.26				
		MO	\$5,985	\$6,285				
		AN	\$71,822	\$75,421				
		OT	\$51.80	\$54.39				
FIRE CAPTAIN	Y04 / 1029	HR	\$38.89	\$40.82				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$58.04	\$60.93				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$44.42	\$46.64				
		MO	\$7,699	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$66.63	\$69.96				

FY 10-11

AVERAGE 56 HOUR SCHEDULE

Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	1032	HR	\$16.64	\$17.48	\$18.35	\$19.26	\$20.23	\$21.24
		MO	\$4,039	\$4,241	\$4,453	\$4,675	\$4,909	\$5,155
		AN	\$48,464	\$50,898	\$53,435	\$56,098	\$58,906	\$61,859
		OT	\$24.96	\$26.22	\$27.53	\$28.89	\$30.35	\$31.86
FIRE ENGINEER	1031	HR	\$22.25	\$23.38				
		MO	\$5,399	\$5,670				
		AN	\$64,792	\$68,037				
		OT	\$33.38	\$35.04				
FIRE LIEUTENANT	1030	HR	\$24.86	\$25.90				
		MO	\$5,985	\$6,285				
		AN	\$71,822	\$75,421				
		OT	\$36.99	\$38.85				
FIRE CAPTAIN	1029	HR	\$27.64	\$29.01				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$41.46	\$43.52				
FIRE BATTALION CHIEF	1028	HR	\$31.73	\$33.31				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$47.59	\$49.97				

40 HOUR SCHEDULE

Job Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	1032	HR	\$23.30	\$24.47	\$25.69	\$26.97	\$28.32	\$29.74
		MO	\$4,039	\$4,241	\$4,453	\$4,675	\$4,909	\$5,155
		AN	\$48,464	\$50,898	\$53,435	\$56,098	\$58,906	\$61,859
		OT	\$34.95	\$36.71	\$38.54	\$40.46	\$42.48	\$44.61
FIRE ENGINEER	1031	HR	\$31.15	\$32.71				
		MO	\$5,399	\$5,670				
		AN	\$64,792	\$68,037				
		OT	\$46.73	\$49.07				
FIRE LIEUTENANT	1030	HR	\$34.53	\$36.26				
		MO	\$5,985	\$6,286				
		AN	\$71,822	\$75,421				
		OT	\$51.80	\$54.39				
FIRE CAPTAIN	1029	HR	\$38.69	\$40.62				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$56.04	\$60.93				
FIRE BATTALION CHIEF	1028	HR	\$44.42	\$46.64				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$68.63	\$69.96				

FY 11-12

AVERAGE 56 HOUR SCHEDULE

Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$16.98	\$17.83	\$18.72	\$19.66	\$20.64	\$21.68
		MO	\$4,120	\$4,326	\$4,543	\$4,770	\$5,009	\$5,261
		AN	\$49,442	\$51,917	\$54,517	\$57,242	\$60,112	\$63,128
		OT	\$25.47	\$26.75	\$28.08	\$29.49	\$30.96	\$32.52
FIRE ENGINEER	Y02 / 1031	HR	\$22.47	\$23.59				
		MO	\$5,453	\$5,725				
		AN	\$65,437	\$68,702				
		OT	\$33.71	\$35.39				
FIRE LIEUTENANT	Y03 / 1030	HR	\$24.79	\$26.03				
		MO	\$6,015	\$6,316				
		AN	\$72,176	\$75,795				
		OT	\$37.19	\$39.05				
FIRE CAPTAIN	Y04 / 1029	HR	\$27.64	\$29.01				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$41.46	\$43.62				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$31.73	\$33.31				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$47.59	\$49.97				

40 HOUR SCHEDULE

Job Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$23.77	\$24.96	\$26.21	\$27.52	\$28.90	\$30.35
		MO	\$4,120	\$4,326	\$4,543	\$4,770	\$5,009	\$5,261
		AN	\$49,442	\$51,917	\$54,517	\$57,242	\$60,112	\$63,128
		OT	\$35.66	\$37.44	\$39.32	\$41.28	\$43.35	\$45.53
FIRE ENGINEER	Y02 / 1031	HR	\$31.46	\$33.03				
		MO	\$5,453	\$5,725				
		AN	\$65,437	\$68,702				
		OT	\$47.19	\$49.55				
FIRE LIEUTENANT	Y03 / 1030	HR	\$34.70	\$36.44				
		MO	\$6,015	\$6,316				
		AN	\$72,176	\$75,795				
		OT	\$52.05	\$54.66				
FIRE CAPTAIN	Y04 / 1029	HR	\$36.89	\$40.62				
		MO	\$6,706	\$7,041				
		AN	\$80,475	\$84,490				
		OT	\$58.04	\$60.93				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$44.42	\$46.64				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$56.63	\$59.96				

FY 12-13

AVERAGE 56 HOUR SCHEDULE

Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$17.06	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
		MO	\$4,141	\$4,347	\$4,564	\$4,793	\$5,032	\$5,283
		AN	\$49,691	\$52,168	\$54,766	\$57,512	\$60,382	\$63,398
		OT	\$26.59	\$26.87	\$28.22	\$29.63	\$31.11	\$32.66
FIRE ENGINEER	Y02 / 1031	HR	\$22.89	\$23.83				
		MO	\$5,507	\$5,782				
		AN	\$66,082	\$69,389				
		OT	\$34.04	\$35.75				
FIRE LIEUTENANT	Y03 / 1030	HR	\$24.91	\$26.15				
		MO	\$6,044	\$6,346				
		AN	\$72,530	\$76,149				
		OT	\$37.37	\$39.23				
FIRE CAPTAIN	Y04 / 1029	HR	\$27.77	\$29.16				
		MO	\$6,739	\$7,075				
		AN	\$80,870	\$84,906				
		OT	\$41.66	\$43.74				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$31.73	\$33.31				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$47.59	\$49.97				

40 HOUR SCHEDULE

Job Title	Job Code		A	B	C	D	E	F
FIRE FIGHTER	Y01 / 1032	HR	\$23.89	\$25.08	\$26.33	\$27.65	\$29.03	\$30.48
		MO	\$4,141	\$4,347	\$4,564	\$4,793	\$5,032	\$5,283
		AN	\$49,691	\$52,166	\$54,766	\$57,512	\$60,382	\$63,398
		OT	\$35.84	\$37.62	\$39.50	\$41.48	\$43.55	\$45.72
FIRE ENGINEER	Y02 / 1031	HR	\$31.77	\$33.36				
		MO	\$5,507	\$5,782				
		AN	\$66,082	\$69,389				
		OT	\$47.68	\$50.04				
FIRE LIEUTENANT	Y03 / 1030	HR	\$34.87	\$36.51				
		MO	\$6,044	\$6,346				
		AN	\$72,530	\$76,149				
		OT	\$52.31	\$54.92				
FIRE CAPTAIN	Y04 / 1029	HR	\$38.88	\$40.82				
		MO	\$6,739	\$7,075				
		AN	\$80,870	\$84,906				
		OT	\$58.32	\$61.23				
FIRE BATTALION CHIEF	Y05 / 1028	HR	\$44.42	\$46.64				
		MO	\$7,700	\$8,084				
		AN	\$92,394	\$97,011				
		OT	\$66.63	\$69.96				

40 HOUR SCHEDULE

Title	Job Code		Step A	Step B	Step C
<u>FY 2009/2010</u>					
FIRE DEPUTY CHIEF	Y06 / 1027	HR	\$50.23	\$52.74	\$55.38
		MO	\$8,707	\$9,142	\$9,599
		AN	\$104,478	\$109,699	\$115,190
<hr/>					
<u>FY 2010/2011</u>					
FIRE DIVISION CHIEF	Y07 /		Minimum Base	Maximum Base	Base Pay Range
		HR	\$47.57	\$55.18	
		MO	\$8,245	\$9,565	
FIRE DEPUTY CHIEF	Y06 / 1027		Minimum Base	Maximum Base	Base Pay Range
		HR	\$50.90	\$60.57	
		MO	\$8,823	\$10,499	
		AN	\$98,946	\$114,777	
		AN	\$105,872	\$125,988	
<hr/>					
<u>FY 2011/2012</u>					
FIRE DIVISION CHIEF	Y07 /		Minimum Base	Maximum Base	Base Pay Range
		HR	\$48.51	\$56.27	
		MO	\$8,408	\$9,754	
FIRE DEPUTY CHIEF	Y06 / 1027		Minimum Base	Maximum Base	Base Pay Range
		HR	\$51.91	\$61.77	
		MO	\$8,998	\$10,707	
		AN	\$100,901	\$117,045	
		AN	\$107,973	\$128,488	
<hr/>					
<u>FY 2012/2013</u>					
FIRE DIVISION CHIEF	Y07 /		Minimum Base	Maximum Base	Base Pay Range
		HR	\$49.90	\$57.88	
		MO	\$8,649	\$10,033	
FIRE DEPUTY CHIEF	Y06 / 1027		Minimum Base	Maximum Base	Base Pay Range
		HR	\$53.39	\$63.53	
		MO	\$9,254	\$11,013	
		AN	\$103,792	\$120,399	
		AN	\$111,051	\$132,151	

APPENDIX B



SUMMARY OF MATERIAL MODIFICATIONS

The following are important updates that have been made to your Health Plan. Please review this information carefully. Because these modifications amend the terms of your Plan, please keep this summary of changes and all other materials relating to your Plan for your information.

Enrollment and Eligibility

+Criteria for Dependents of Active Employees

Note: This update is applicable to the Basic and Basic Plus Plan Descriptions only.

This section should be amended to read and include:

- d. a child for whom an employee must provide medical support under an order issued under Chapter 154 of the Texas Family Code, or enforceable by a Texas court, or
- e. a grandchild of an enrolled employee provided that (1) the grandchild is unmarried, (2) the grandchild is under age twenty-five[25] and (3) the grandchild is considered to be the employee's dependent for federal income tax purposes at the time application for coverage is made, or
- g. A surviving dependent who is a minor child of a peace officer or fire fighter who has died in the course of the individual's duty performed in the individual's position as a result of exposure to a risk that is inherent in the duty or to which the general public is not customarily exposed until the earlier of the date the child reaches the age of 18 years or the date the child becomes eligible for group health coverage through another employer, (Section 615.074 of the Texas Government Code), or

+Genetic Information Nondiscrimination Act of 2008 – January 1, 2010

Note: This update is applicable to the Basic, Basic Plus and Traditional Plan Descriptions.

This Act expands genetic nondiscrimination protections under the Plan such that the City of Fort Worth will not engage in (1) using genetic information about an individual to adjust a group or individual plan's premiums, deny coverage, or impose a preexisting condition exclusion; (2) require or request genetic testing; and (3) request, require, or purchase genetic information for underwriting purposes prior to an individual's enrollment or in connection with enrollment.

Genetic information is defined as information about such individual's genetic tests (e.g., analysis of human DNA or RNA), the genetic tests of family members of such individual, and the manifestation of a disease or disorder in family members of such individual.



This Law amends the Employee Retirement Income Security Act of 1974, Fair Labor Standards Act, Public Health Service Act and the Internal Revenue Code of 1986.

+Coverage of Dependent Students on Medically Necessary Leave of Absence (cited as "Michelle's Law") – Effective January 1, 2010

Note: This update is applicable to the Basic, Basic Plus and Traditional Plan Descriptions.

If your dependent child who is eligible for coverage and enrolled in this plan by reason of his or her status as a full-time student at a postsecondary educational institution ceases to be eligible due to:

- a medically necessary leave of absence from school; or
- a change in his or her status as a full-time student,

resulting from a serious **illness** or **injury**, such child's coverage under this plan may continue.

Coverage under this continuation provision will end when the first of the following occurs:

- The end of the 12 month period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
- Your dependent child's coverage would otherwise end under the terms of this plan;
- Dependent coverage is discontinued under this plan; or
- You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify your employer as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. **Aetna** may require a written certification from the treating **physician** which states that the child is suffering from a serious illness or injury and that the resulting leave of absence (or change in full-time student status) is medically necessary.

This Law amends the Employee Retirement income Security Act, Public Health Service Act and the Internal Revenue Code of 1986.

Important Note

If at the end of this 12 month continuation period, your dependent child's leave of absence from school (or change in full-time student status) continues, such child may qualify for a further continuation of coverage under the Handicapped Dependent Children provision of this plan. Please see the section, *Handicapped Dependent Children*, for more information.



Plan Benefits

+Effective 1-1-2010, The Select Plan Option is discontinued.

Note: This update is applicable to the Basic, Basic Plus and Traditional Plan Descriptions.

+Mental Health Parity and Addiction Equity Act of 2008 – Effective January 1, 2010

Note: This update is applicable to the Basic, Basic Plus and Traditional Plan Descriptions.

This Act applies to mental health and substance use disorder benefits with respect to services, as defined under the terms of the Plan and in accordance with applicable Federal and State law.

Financial requirements and treatment limitations of mental health and substance use disorder benefits must be the same as medical and surgical benefits. The criteria for medical necessity determinations under the Plan with respect to mental health or substance abuse disorder benefits will be made available to the Plan Administrator, employee, beneficiary, or participating provider upon request.

This Law amends the Public Health Service Act, Employee Retirement Income Security Act of 1974 and the Internal Revenue Code of 1986.

This change in the Law requires the following deletion change in the Basic and Basic Plus Plans, under Mental Health and Alcohol and Drug Abuse:

- (up to 30 days per calendar year. Up to 3 series of treatment for alcohol and drug abuse per lifetime)
- (up to 30 visits per calendar year)

+Effective 1-1-2009, the following changes were implemented to in-network benefits:

Note: This update is applicable to the Basic and Basic Plus Plan Descriptions only.

	<u>Basic</u>	<u>Basic Plus</u>
Copay for:		
Office Visit Primary Care Physician (PCP)	\$30	\$25
Office Visit Specialist	\$40	\$35
Urgent Care Center Copayment	\$60	\$60
Emergency Room Copayment	\$150	\$125 Annual
Deductible:		
Single	\$950	\$750
Family	\$1,900	\$1,500
Maximum Coinsurance:		
Single	\$2,500	\$2,500
Family	\$5,000	\$5,000
Prescription Drug	3 Aetna Tiers	3 Aetna Tiers



+Effective 1-1-2009, the following changes were implemented to benefits:

Note: This update is applicable to the Basic and Basic Plus Plan Descriptions only.

	<u>Basic</u>	<u>Basic Plus</u>
Emergency Room	100% after \$150 copay waived if admitted	100% after \$125 copay waived if admitted

+The following is updated and amended for Clarification:

Note: This update is applicable to the Basic and Basic Plus Plan Descriptions only.

Oral Surgery

The plan covers treatment of the mouth, jaws and teeth as follows:

Surgery and General Anesthesia and IV Sedation needed to:

- Treat an accidental injury;
- Remove cysts, tumors or other diseased tissues;
- Alter the jaw, jaw joints or bite relationships to treat TMJ when appliance therapy cannot result in functional improvement.

+HITECH Act (Effective February 17, 2009 and later dates)

This Act amends the Health Insurance Portability and Accountability Act of 1996 by expanding the privacy rules that are applicable to health plans, health care providers and health clearinghouses. The following changes have been made:

- A covered entity must notify participants and the U.S. Department of Health and Human Services of a breach of unsecured protected health information
- A covered entity must be more expansive with respect to individual rights in the following areas:
 - accounting of disclosures
 - restrictions on disclosures
 - access to protected health information
- Business associates to a covered entity will become fully subject to the privacy rules
- Civil money penalties for violations of the privacy rules have been increased

+Life Events

Remember that benefit changes you make during the annual enrollment period can only be changed during the year if you have a Life Event change. Life Events which may allow you to change your benefit election include such things as marriage or divorce, the birth or adoption of a child, the death of a dependent, termination, reduction or commencement of your spouse's employment, unpaid leave of absence, movement between part-time and full-time status and a dependent no longer qualifying as a dependent. If the benefit costs or coverage of your spouse's employer change substantially, you may be able to change your benefits. When a life event change occurs, you have 30 days from the date of the change to make changes in your benefits selections. If you do not complete the correct paperwork before the 30-day limit you may not be able to make the change (i.e. add a spouse).

APPENDIX C



City of Fort Worth Summary of Plan Benefits



The City of Fort Worth Health Plan has different copays for services provided in the office of a Primary Care Physician (PCP) and for services provided in the office of a Specialist. For purposes of the City's Health Plan, a PCP will be a physician who has contracted with Aetna as a Primary Care Provider. This will include providers who have contracted as a Family Practice, General Practice, Internal Medicine, Pediatric or OB/GYN providers and are listed in Aetna's provider directory as a PCP or an OB/GYN provider. All other providers will be considered Specialists. A member is not required to elect a specific PCP and a referral from the PCP is not required to see a Specialist.

Plan Features	Basic Plan		Basic Plus Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical Lifetime Maximum	Unlimited	\$1,000,000	Unlimited	\$1,000,000
Physician's Office Visit • Primary Care (PCP) • Specialist	100% after \$30 copay 100% after \$40 copay	60% after deductible 60% after deductible	100% after \$25 copay 100% after \$35 copay	65% after deductible 65% after deductible
Allergy Testing & Treatment (Serum/ Injections)	100% after \$40 copay	60% after deductible	100% after \$35 copay	65% after deductible
Routine Physicals/Immunization • Children * 7 exams in 1st 12 months of life; 2 exams in the 13th-24th month; 1 exam per calendar year thereafter • Adult 18 and older * 1 exam per calendar year	100% after \$30 copay 100% after \$30 copay	60% after deductible 60% after deductible	100% after \$25 copay 100% after \$25 copay	65% after deductible 65% after deductible
Routine GYN Exam * 1 routine GYN exam per year with 1 Pap smear & related lab fees	100% after \$30 copay	60% after deductible	100% after \$25 copay	65% after deductible
Routine Mammogram Annual mammogram for females ages 40 & over if at a free-standing lab	100%	60% after deductible	100%	65% after deductible
Routine Prostate Specific Antigen (PSA) Test & Digital Rectal Exam Annual DRE & PSA for males age 40 & over	100%	60% after deductible	100%	65% after deductible
Refractive Eye Exam (1 exam every 24 months)	100% after \$40 copay	60% after deductible	100% after \$35 copay	65% after deductible
Short-Term Rehabilitation Physical, speech or occupational therapy for acute conditions. 60 visits per calendar year except for speech therapy available for children up to age 6 (3 times per week) if congenital anomaly exists.	100% after \$40 copay	60% after deductible	100% after \$35 copay	65% after deductible
Spinal Treatment—24 visits per calendar year limited to one visit and treatment per day	100% after \$40 copay	60% after deductible	100% after \$35 copay	65% after deductible
Annual Deductible • Individual • Family	\$950 \$1,900	\$2,000 \$4,000	\$750 \$1,500	\$1,500 \$3,000
Plan Coinsurance Percent the plan pays after deductible is met	80%	60%	85%	65%
Coinsurance Unit—excludes copays, deductibles, penalties & expenses paid at 50% • Individual • Family	\$2,500 \$5,000	\$8,000 \$16,000	\$2,500 \$5,000	\$4,000 \$8,000
Diagnostic X-ray & Lab • Free-standing facility & services rendered in a physician's office when office visit is not being billed • Outpatient hospital	100% 80% after deductible	60% after deductible 60% after deductible	100% 85% after deductible	65% after deductible 65% after deductible
Complex Imaging (MRI, PET & CAT scans)	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Emergency Room	100% after \$150 copay waived if admitted		100% after \$125 copay waived if admitted	
Non-emergency use of emergency room	50% after deductible	50% after deductible	50% after deductible	50% after deductible
* Assumes service is provided by PCP				

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Plan Features	Basic Plan		Basic Plus Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Ambulance Services-Emergency Only	80% after deductible	80% after deductible	85% after deductible	85% after deductible
Urgent Care Center	100% after \$60 copay	60% after deductible	100% after \$60 copay	65% after deductible
Anesthesia	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Hospital Services				
• Inpatient	80% after deductible	60% after deductible	85% after deductible	65% after deductible
• Outpatient	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Maternity				
• Office Visit	100% after \$30 copay (copay for initial visit only)	60% after deductible	100% after \$25 copay (copay for initial visit only)	65% after deductible
• Delivery Expenses	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Colonoscopy				
• Initial screening • 1 screening every 10 calendar years for individual age 50 & over	80%; deductible waived	60% after deductible	85%; deductible waived	65% after deductible
• Subsequent Colonoscopy(ies)	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Skilled Nursing/Convalescent Facility 60 days per calendar year	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Home Health Care 60 visits per calendar year	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Hospice Care 360 days lifetime maximum				
• Inpatient	80% after deductible	60% after deductible	85% after deductible	65% after deductible
• Outpatient-includes bereavement counseling & respite care; 3 visits within 3 months	80% after deductible	60% after deductible	85% after deductible	65% after deductible
Mental Health & Chemical Dependency Services				
• Inpatient	80% after deductible	60% after deductible	85% after deductible	65% after deductible
• Outpatient	100% after \$40 copay per visit	60% after deductible	100% after \$35 copay per visit	65% after deductible
PRESCRIPTION DRUGS				
Annual Rx deductible	\$50	\$50	\$25	\$25
• Retail—up to 30 day supply				
- Generic	100% after Rx deductible & \$10 copay	60% after Rx deductible & \$10 copay	100% after Rx deductible & \$8 copay	65% after Rx deductible & \$8 copay
- Brand-name (formulary)	100% after Rx deductible & \$30 copay	60% after Rx deductible & \$30 copay	100% after Rx deductible & \$25 copay	65% after Rx deductible & \$25 copay
- Brand-name (non-formulary)	100% after Rx deductible & \$50 copay	60% after Rx deductible & \$50 copay	100% Rx after deductible & \$45 copay	65% after Rx deductible & \$45 copay
• Mail order—up to 90 day supply				
- Generic	100% after Rx deductible & \$25 copay	Not applicable	100% after Rx deductible & \$20 copay	Not applicable
- Brand-name (formulary)	100% after Rx deductible & \$75 copay	Not applicable	100% after Rx deductible & \$62.50 copay	Not applicable
- Brand-name (non-formulary)	100% after Rx deductible & \$125 copay	Not applicable	100% after Rx deductible & \$112.50 copay	Not applicable
<i>Note:</i> Only one copay will apply per office visit. A PCP can be a general practitioner, family practitioner, internist, pediatrician, or an OB/GYN. In-network deductibles and out-of-network deductibles and coinsurance accumulate separately. Calendar year and lifetime visit maximums are combined for in-network and out-of-network services. Prescription Drug deductible is combined for in-network and out-of-network expenses.		Important Phone Numbers		
		Aetna Customer Service 1-888-398-4467		
		Aetna on-site rep 817-392-7780		
		Aetna Rx Home Delivery 1-800-227-5720		
		Aetna Pharmacy Management Services 1-800-238-6279		
		HR Benefits 817-392-7782		
THE SUMMARY PLAN DESCRIPTION PROVIDES A MORE DETAILED DESCRIPTION OF EACH PLAN				

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