

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

EFFECTIVE JULY 1, 2019
EXPIRES SEPTEMBER 30, 2022

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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.

“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” or “Executive Board” 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 106 hours in a 14-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 “PRRs” means the City’s written policies applicable to fire fighters, 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 possibly 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.

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

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

“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

Section 1. Intent of the Parties.

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.

Section 2. Preemption.

To the extent that any provision of this Agreement conflicts with or changes any provision in TLGC Chapter 143, or in any other statute, executive order, local ordinance, or rule adopted by the City, or rule adopted by the Civil Service Commission, this Agreement shall supersede or preempt, and will control over, any such provision, as authorized by Section 174.006 of the TLGC.

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.

ARTICLE 5
MAINTENANCE OF STANDARDS

Section 1. Economic Benefits, Privileges, and Working Conditions.

All economic benefits, privileges, and working conditions which are 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, or set forth in written City or Department policy, as of October 1, 2018, shall remain unchanged for the duration of this Agreement, except as noted in Section 2 of this Article. For the purpose of this Article, “written City or Department policy” means City Ordinances, the City’s PRRs, departmental SOPs, IOCs, Information Bulletins, Fire Department Rules and Regulations, and any written documentation, the official approval of which is by a substantially similar process as for those specifically referred to above. “Written City or Departmental policy” also means memos from the Chief, an Assistant Chief or a Deputy Chief.

The City, acting through the City Manager or the Chief, shall retain all authority to make unilateral changes to written Departmental policies that are considered management rights including those outlined in Article 4 of this Agreement, without the prior consent of the Association.

Section 2. Amending Written Policies.

Written City or Department policies concerning economic benefits, privileges, and working conditions may be implemented and or amended any time during the term of this Agreement with the mutual consent of the City and the Association. To be enforceable, such amendment or implementation must be in writing and signed by the Chief, if it concerns operational issues, or by the City Manager or designee, if funding is involved, and the Association President or designee. Any revisions to the City’s PRRs applicable to members of this bargaining unit shall be intended to clarify the organization, structure and readability of those PRRs, and not to make changes in economic benefits, privileges or working conditions. Those proposed changes to the fire fighter PRRs will be subject to the approval process set out in this section.

Section 3. Fire Department Intranet

All departmental SOPs, Information Bulletins, and Fire Department Rules and Regulations shall be posted to the Department’s Intranet Site. Any written documentation, the official approval of which is by a substantially similar process as for those specifically referred to above, shall also be posted to the Department’s Intranet Site in a separate section designated for “Written City or

Departmental Policy”. “Written City or Departmental policy” also means IOCs or Memos from the Chief, an Assistant Chief or a Deputy Chief.

Section 4. Pension Changes.

A. Nothing in this Article shall be interpreted to abrogate or supersede the provisions of Chapter. 2.5, Art. I, Section 2.5-1, et seq., of the City of Fort Worth Code (the Retirement Ordinance), or Article 6243i of the Texas Revised Civil Statutes (“Article 6243i”), but this Article does contractually require the City to provide certain advance notice to the Association, as specifically provided for herein.

B. The City acknowledges that there were substantial changes made to the pension plan and employees would like reassurances that no further changes will be made prior to calendar year 2022. The City fully intends to see the impacts of the FY22 risk-sharing mechanism before considering further pension changes.

C. The City recognizes that due to the timing required to convene and receive input from all employee groups and to have the data to analyze the impacts of the FY22 risk sharing mechanism, additional pension changes are not expected to be made prior to the beginning of fiscal year 2022-2023. The City retains the right to engage in processes to consider and make pension changes, if necessary to protect the fund or its financial solvency.

D. If the City decides that further changes need to be made, the City will provide 180 days’ notice to the Association prior to taking any action that would reduce pension benefits for fire fighters and during that 180 days, the City Manager will solicit input from affected employee groups regarding such proposed changes.

E. In this article, the City has not bargained over pension benefits and has not included pension benefits as a bargaining item by including this language in the CBA. Sections 1 and 2 of this Article will not apply to fire fighter pension benefits and related contributions. Any dispute between the City and the Association, or any fire fighter, will be brought and resolved through judicial action in a court of competent jurisdiction, and not under the grievance provisions in this Agreement.

Section 5. Departmental SOPs.

The Parties have considered and discussed, prior to the effective date of this Agreement, certain Departmental Standard Operating Procedures (“SOPs”). Those SOPs will be implemented,

consistent with Section 2 of this Article as of the effective date of this Agreement, or as soon thereafter as practicable. The Parties agree that this provision satisfies any duty or obligation to engage in good faith collective bargaining as to those matters.

Section 6. Civil Service Commission Rules.

The City or the Civil Service Commission are not required to mail to any Commissioner, or the Fire Chief, or to each branch fire station, a copy of any proposed or enacted change to the rules promulgated by the Civil Service Commission. Any proposed or enacted changes to the rules promulgated by the Civil Service Commission shall be emailed to all members of the Department. This provision specifically preempts TLGC 143.008(e) (1) and (3).

ARTICLE 6
ASSOCIATION BUSINESS LEAVE

Section 1. Association Business Leave Pool.

At the beginning of the first pay period of each calendar year during this Agreement, the City will allocate 1684 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 employee’s work schedule leave accrual.

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 a disciplinary hearing (to the extent such representation is permitted by law, or in this Agreement, and 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, 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 (or other personnel system then in use) 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 in lieu of using ABL hours shall be properly documented and in compliance with all local, state and federal rules and regulations, including SOP S 1302 R4 that is in effect on the effective date of this Agreement, or as revised pursuant to Article 5 of this Agreement.

Section 4. Union Officers.

The City agrees to allow up to two (2) fire fighters elected as a union officer of the International Association of Fire Fighters (IAFF), Texas State Association of Fire Fighters (TSAFF), or Local 440 to be assigned to a schedule that is mutually agreeable with the Fire Chief in order for such fire fighter to carry out his/her official duties. The Chief's decision to approve time off is binding and not appealable and not subject to the grievance procedures outlined in Article 22 of this Agreement. No such agreement shall be for more than 90 days and such extensions thereafter as may be agreed to by the Chief.

The schedule of any such of the two (2) above-mentioned union officers shall include the ability, if necessary, to take time off without pay for no more than 50% of their scheduled hours in a month. The fire fighter's remaining scheduled hours may be fulfilled by working their Regular hours or through a combination of other approved leave types including but not limited to Vacation, Holiday, Personal Holiday, Sick, Exchange of Time, or Association Business Leave. A union officer's use of Sick Leave shall be subject to the parameters of Article 28 Section 1 of this Agreement as it pertains to excessive unscheduled leave.

Such bargaining unit members elected as a union officer will be required to attend all Department required training sessions applicable to the fire fighter's position.

Section 5. Collective Bargaining Negotiating Sessions.

The City agrees to release with pay each member of the Local 440 bargaining team for each formally scheduled collective bargaining negotiating session if they are scheduled to work. Prior to the first scheduled bargaining session the Association President shall provide the City with a list of up to seven (7) bargaining team members eligible to be released. This paid time will begin

at least thirty (30) minutes prior to the scheduled start of and ending no sooner than thirty (30) minutes after the conclusion of, each collective bargaining negotiating session.

Section 6. 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 SOPs, 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 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. The City will grant access to the ZZ_CFD distribution group for the use by the Association’s Executive Board to communicate with its members only the following:

1. Meeting notices and agendas; and
2. Notices advising members to review information on the Association’s website, but not including specific links to the Association’s website.

b. 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 promulgate personal issues as Association business.

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.

Association 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 paper or electronic form 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 the appropriate City paper or electronic form to authorize the bi-weekly deduction amount. Any individual member of the bargaining unit wishing to voluntarily withdraw authorization for deductions or change the amount of their deduction must personally complete the appropriate paper or electronic 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 continue through the one-year evergreen period as stated in Article 33 of this Agreement or until such time as a new agreement is reached, whichever comes first.

Section 2. Wages.

In summary, wages will be paid according to the following schedule, as shown in Appendix A, during the term of this Agreement:

FY 2018-2019: Beginning with the pay period that begins on July 6, 2019, during FY 2018-2019; 2% across-the-board + annual step pay increases described in the structured pay plan attached in Appendix A for those fire fighters eligible on their applicable anniversary date.

FY 2019-2020: Effective on the first full pay period after October 1, 2019, for FY 2019-2020; 3% across-the-board + annual step pay increases described in the structured pay plan attached in Appendix A for those fire fighters eligible on their applicable anniversary date.

FY 2020-2021: Effective on the first full pay period after October 1, 2020, for FY 2020-2021; 4% across-the-board + annual step pay increases described in the structured pay plan attached in Appendix A for those fire fighters eligible on their applicable anniversary date.

FY 2021-2022: Effective on the first full pay period after October 1, 2021, for FY 2021-2022; 4% across-the-board + annual step pay increases described in the structured pay plan attached in Appendix A for those fire fighters eligible on their applicable anniversary date.

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

Section 3. 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”) is a “premium pay” and 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 the fire fighter’s regular working hours (due to an emergency situation as declared by the Chief), the fire fighter shall be eligible for ECOT 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. Hours worked that are paid as ECOT premium pay do not count as hours worked for the purpose of calculating eligibility for regular or voluntary overtime.

No firefighter may be required to work more than 72 continuous hours except under the provisions of Section 1.

Section 2. Mandatory Overtime (Force-Hire).

Mandatory/forced-hire overtime shall be paid as ECOT premium pay. Hours worked that are paid as ECOT premium pay do not count as hours worked for the purpose of calculating eligibility for regular or voluntary overtime.

Section 3. Voluntary Overtime (CSOT).

When a fire fighter volunteers to work, and is selected to work, on an apparatus in order to meet daily staffing requirements, resulting in hours worked beyond an employee’s regularly scheduled work hours, but not caused or initiated by an emergency, those additional hours will be defined as Constant Staffing Overtime (CSOT) and paid as Regular Overtime (FLSA). The term “Apparatus” as used in this Article, refers specifically to active service status Battalion Chief vehicles, Safety Officer vehicles, Shift Commander vehicles, fire engines, fire quints, fire ladders, AARF companies, brush trucks, two-person emergency vehicles and HazMat Squads. Hours worked beyond a fire fighter’s regularly scheduled work hours, other than as described in Sections 1 and 2, will be paid as Regular Overtime.

Section 4. Regular Overtime (FLSA).

The Association recognizes that the City compensates Suppression fire fighters as allowed in 20 U.S.C. §107(k) (“Section 7(k)”) of the Fair Labor Standards Act, as amended. Regular overtime

for a Suppression fire fighter is defined as hours worked in excess of 106 hours in a 14-day pay cycle. Regular Overtime for a Staff fire fighter is defined as hours worked in excess of 40 hours in a 7-day work week. The use of Sick (S), and Family (F), leave will not count as hours worked for purposes of calculating eligibility for regular or voluntary overtime.

Section 5. Vacation Relief Ratio.

The number of vacation relief personnel utilized on a daily basis shall not exceed 20% of the total necessary to satisfy minimum daily staffing requirements. The minimum daily staffing requirement includes: all fire companies staffed as prescribed in Article 17 “Staffing Standards,” six Battalion Chiefs, one shift tech, one duty paramedic, two SCBA staff, one safety officer, and one shift commander.

The minimum daily staffing requirement as of July 1, 2019 is 240.

Changes to the minimum daily staffing requirement during the duration of this Agreement (e.g., the construction of new fire stations) will alter the vacation relief staffing maximum as the 20% threshold is applied to the new minimum daily staffing number.

The vacation relief staffing percentage may be exceeded for up to ninety days for new fire station construction delays.

Section 6. 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 applicable to fire fighters 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)
Fire fighter with 1 year of service	120	4.62	180	6.93
Fire fighter with 5 years of service	136	5.23	204	7.85
Fire fighter with 10 years of service	144	5.54	216	8.31
Fire fighter with 15 years of service	160	6.15	240	9.23
Fire fighter 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 fewer 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 fighters 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 PRRs policy for Vacation Leave Donations 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. 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 receive Holiday Pay and accrue Holiday Hours for work on that actual holiday, regardless of when it is recognized by the City. Suppression Personnel and those 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.

A fire fighter, during the initial twelve (12) month probationary period, may petition the Chief in writing for a waiver to use accrued leave, for the specific purpose of taking leave for the bereavement of the death of an immediate family member, as defined in the Personnel Rules and Regulations, and that request will not be unreasonably denied.

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 fighters shall receive payment of all accrued vacation and holiday time, except that fire fighters 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 specially granted by the City Manager, and those hours accrued after the effective date of this Agreement will not be subject to any time limitations for usage. 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. Personal holiday time may only be taken in minimum increments of fifteen (15) minutes.

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 fighters 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 calendar 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 calendar year.

A fire fighter who is not able to use two (2) weeks of accrued holiday and/or vacation time in a calendar 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. Reopener Provision For Changes in Leave Structure.

In the event that the City changes, or proposes to change, its current leave structure as set forth herein during the term of the agreement, the City shall be entitled to reopen Collective Bargaining negotiations with the Association to discuss any proposed changes. The parties agree that those negotiations may result in changes in some leave benefits in order to provide similar leave benefits for all City employees. If Collective Bargaining negotiations are reopened as provided herein, they will be limited to such differences in the current leave structure and the proposed new leave structure that the City identifies, in writing, 30 days before the beginning of the reopened negotiations. Such reopened Collective Bargaining negotiations must be completed within 60 days after the face-to-face negotiations begin, unless the Association and the City agree, in writing, to extend the negotiations.

Any Agreement between the Association and the City that results from the reopened Collective Bargaining negotiations, will not be effective unless and until it is approved by the City and the Association pursuant to the requirements of Article 32 of this Agreement.

Section 8. 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, and specifically preempts Section 142.0013(c) to the extent that section can be read to obligate the City to provide any fire fighter any additional vacation days, holidays or days in lieu of vacation days or holidays granted to any other municipal employees in a labor agreement, 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, to the limits stated in Section 4B1 of the Working Agreement Rules, Regulations and Procedures, 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 receiving the Working Agreement benefit, 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.
- e. The City understands that the Association's Working Agreement and Rules, Regulations and Procedures promulgated subject to this Article will include provisions concerning donations of time by fire fighters not certified to work in Operations, and will provide, in substance:

Fire fighters not certified to work in Operations may donate up to 16 hours, as adjusted for pay rates, in lieu of working one 24 hour shift. This adjustment shall be calculated by Fire Department payroll personnel.

Example: Step 7 Fire Captain (staff) 40 hour rate = \$40.05
Step 5 Fire fighter (operations 24 hour shift) = \$512.64

Therefore: $\$512.64/\$40.05 = 12.80$ hours donated by Captain not certified to work Operations.

- f. Accrued time of the member receiving benefits shall be used when a substitute is unavailable to work the shift.

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 29 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. Rules.

The Association may promulgate internal Working Agreement Rules, Regulations and Procedures subject to this Article. The City has informed the Association that it has no objections to the Association's Working Agreement, Rules, Regulations and Procedures, and the modifications made as of the effective date of this Agreement.

Section 5. Defense.

The City shall defend all claims against the Association (and its Executive Board, if named), with counsel of the City's choice, 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. This provision does not preclude the Association from retaining its own defense counsel, at its expense, and the City shall reasonably cooperate with

counsel designated by the Association to participate. 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. Coverage and the Provider.

a. On May 1, 2018, the Association and the City entered into a Healthcare Contract that obligates the Association to take appropriate steps to create and administer a Trust and Local 440 Benefit Plan for Recruits, Fire Fighters, Future Retirees, Pre-Medicare Retirees and eligible spouses and dependents. The Healthcare Contract and all successor Healthcare Contracts will be negotiated between the City and the Association and must be ratified by a majority of the members of the Association and approved by the City Council before any such Healthcare Contract will be effective. Such Healthcare Contracts may extend beyond the term of this or any successor Collective Bargaining Agreement.

b. All capitalized terms used in this Article that are defined in the Healthcare Contract shall have the same meaning as stated in the Healthcare Contract.

c. The Association will continue to operate a Trust pursuant to the terms of the Healthcare Contract.

Section 2. Active Fire Fighters as Future Retirees

a. The parties acknowledge that the Association does not represent current Retirees, that is, those former City fire fighters who retired from the City before May 1, 2018. However, the parties acknowledge that the Association represents active Fire Fighters who may retire from the City after May 1, 2018. Those persons are referred to in this Article as “Future Retirees.”

b. The parties also recognize that the Association does not represent Recruits. However, through the Healthcare Contract, the Association and the City have agreed to certain responsibilities relating to Recruits, including that such Recruits will be covered by the Local 440 Benefit Plan and that the City’s Contributions to the Local 440 Benefit Plan will include funds to be used by the Trust created by the Association to provide healthcare coverage for Recruits. Those obligations are set out in the Healthcare Contract and neither party can file a grievance under this CBA, asserting that, with respect to Recruits, the other party has failed to perform a duty or obligation set out in this CBA or the Healthcare Contract.

c. Active Fire Fighters and Future Retirees shall no longer have any access to the City’s health plan as described in the following paragraphs, either as an active Fire Fighter or as a

Future Retiree, so long as the Association continues to offer a healthcare plan through the Trust referred to in this Amended Article.

i. The Association agrees to provide a healthcare plan through the Trust to Recruits, Fire Fighters, Retirees and Future Retirees and eligible spouses and dependents, and persons employed by the Association or the Trust specifically to administer the Trust until they become eligible for Medicare. The City and the Association agree that the City has no obligation to provide a healthcare plan to Recruits, Fire Fighters, Retirees, or Future Retirees, so long as the Association continues to offer a healthcare plan through the Trust referred to in this Article. The City will make Trust Contributions in accordance with the terms of the Healthcare Contract, and any successor Healthcare Contracts.

ii. The City agrees to provide a health insurance plan for every Medicare-eligible Future Retiree. The City agrees to provide a health insurance plan for every Medicare-eligible spouse of a Future Retiree. The plan shall be at the same cost to the Future Retiree as that offered at that time to other similarly-situated non-fire fighter retirees of the City who have reached the minimum age for Medicare eligibility, so long as the benefit continues to be offered to other retirees of the City. At any point in the future that the City contracts with the Association to expand the Trust to provide a health insurance plan for Retirees who have reached the age at which they are eligible for Medicare, the Future Retiree will be required to transition to the Trust plan coverage.

iii. This Article is binding on Future Retirees, eligible spouses and dependents for as long as this Agreement is in effect, and the provisions of the attached Healthcare Contract are binding on Fire Fighters, Future Retirees, eligible spouses and dependents for the period of time set out in the Healthcare Contract, and that term may extend beyond the term of this Collective Bargaining Agreement.

iv. The Parties agree that the City has no liability for any services rendered or claims paid or not paid by or through coverage provided by the Trust with respect to any claim incurred during the term of this Agreement. Every Future Retiree waives his or her right to sue the City regarding the level of coverage or subsidy, if any, to be provided by the City through its contributions to the Trust. The Parties agree that every Future Retiree also waives the right to sue the City regarding the subsidy, if any, to be provided by the City, if the Trust plan discontinues, and the Future Retiree resumes coverage with the City. However, this provision does not preclude the Future Retiree benefitting from a court ruling in favor of non-fire fighter retirees participating in the City's plan regarding such subsidy. The Parties

further agree that the resumption of coverage for every Future Retiree shall be subject to the payment of the applicable premium, provided such premium and the City's subsidy of the coverage is provided on substantially the same terms as that which the City provides to similarly-situated City employees or retirees.

Section 3. Trust Contributions.

The Parties agree that the amount of City Contributions will be determined by the calculations and terms set out in the Healthcare Contract between the City and the Association.

Section 4. Employee Assistance Program and Other Insurance.

The City shall continue to provide an Employee Assistance Program and basic and supplemental life and AD&D insurance, at employee expense, for all active fire fighters similar to that provided to all other City employees and subject to change at any time in the future.

Section 5. Incorporation into Successor Collective Bargaining Agreement

a. The parties hereby agree that Appendix B, the Healthcare Contract is incorporated into this Collective Bargaining Agreement..

b. This Article will remain in full force and effect until the 30th day of September, 2027, unless, before that date, it is superseded by a new Collective Bargaining Agreement between the parties. If the Current Collective Bargaining Agreement between the parties expires, including the evergreen year, on September 30, 2023, the parties specifically and purposefully agree that the terms of this Article will survive the expiration of that Collective Bargaining Agreement.

Section 6. Preemption.

This Article shall preempt any contrary provisions set forth in Ch. 2, Art. V, Sec. 2-190 of the Fort Worth Code and Chapter 175 of the Texas Local Government Code provided however that nothing herein shall be construed or interpreted to preempt Section 2-190(c) or (d) or otherwise require the City to subsidize health care coverage for any individual who is not otherwise eligible for a subsidy.

ARTICLE 15
RETIREE HEALTH BENEFITS

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

For the sole benefit of fire fighters hired on or after January 1, 2009, the Association may establish a tax exempt IRS Compliant 501(c)(9) Voluntary Employee Beneficiary Association (VEBA). The \$1.6 million set aside pursuant to the 2010 Collective Bargaining Agreement shall be deposited in the Association's VEBA within 30 days of the legal creation of the trust and evidence of appropriate governance. Mechanisms for additional member contributions will be evaluated for the next contract cycle.

Section 2. Preemption.

This Article shall preempt any contrary provisions set forth in Ch. 2, Art. V, Sec. 2-190 of the Fort Worth Code, and Chapter 175 of the Texas Local Government Code, provided however that nothing herein shall be construed or interpreted to preempt Section 2-190(c) or (d) or otherwise require the City to subsidize health care coverage for any individual who is not otherwise eligible for a subsidy.

ARTICLE 16
SUPPLEMENTAL FIRE FIGHTER RETIREMENT PLAN

The City and the Association, upon mutual agreement, reserve the right to reopen negotiations to consider the establishment of a Supplemental Fire Fighter Retirement Plan (SFRP). It is the intent of the Association to establish a defined contribution retirement plan to supplement benefits, and the City is willing to discuss their proposal. There shall be no City contributions on behalf of the fire fighters' benefits in the SFRP.

ARTICLE 17 STAFFING STANDARDS

Section 1. Assignments.

Fort Worth Fire Department management reserves the right to assign any employee to any position within the Department. Final authority to determine an employee's assignment rests with the Fire Chief. This Article in no way inhibits the authority of the Fire Chief to make assignments as deemed necessary for the effective and efficient operation of the Department.

Section 2. Four-Person Staffing.

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 Truck companies, including quints (as commonly recognized apparatus by the Association and Department), Hazmat Squad, 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 an apparatus is off duty using available leave or for reasons involving assigned departmental business that include but are not limited to attending training, serving as an instructor, taking a drug test, etc. for up to five (5) hours including travel time. This practice may be used once daily per apparatus.

Section 3. Two-Person Companies.

In order to maximize staffing and equipment resource efficiencies and better scale response levels to match specific incident requirements, the Chief may implement utilization of two-person emergency response companies as part of future departmental growth plans. Two-person companies can only be utilized to supplement existing four-person companies at specific stations where call volumes or other factors necessitate service expansion. These two-person companies shall not replace any existing four-person companies and shall be staffed with an Officer and an Engineer. Stations which house these units, when such units are constantly staffed, shall have a Captain and Lieutenant assigned on each shift. Two-person companies shall utilize smaller emergency vehicles. These units shall not be dispatched to structure fires as a structural firefighting unit or to perform any structural firefighting duties. Under unusual circumstances where these two-person crews may encounter a life-threatening situation, including arriving at a structure fire, prior to any other units, crews may perform rescue functions if necessary. The number and location of two-person emergency response companies is at the full discretion of the Chief subject to the conditions set forth in this Article.

Section 4. Meacham Airport.

The primary apparatus at Meacham Airport is excluded from the staffing standards noted above. ARFF apparatus at Meacham Airport may be staffed solely with a minimum of two (2) ARFF certified fire fighters. If staffed as a two-person company it shall consist of an Officer and an Engineer.

Section 5. Utilization.

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 Commission 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 that 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. The minimum passing grade on the examination is 70 percent, which will be implemented no later than the first entry-level fire fighter examination following the execution of this Agreement. 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:

5 points for military veterans with honorable discharge per DD 214.

Five (5) 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 or submitted a minimum of 24 hours prior to the entrance test.

In the event a candidate who is called to active military service prior to being hired or disqualified 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 either a maximum of twelve (12) months, or until a specified number of candidates for academy classes are selected from a list, whichever event occurs first. The conditions that will determine when an active list may be closed must be included on the announcement notifying candidates of the test. Any eligibility list created under this Article that is in effect at the time this Agreement expires, including the end of any "evergreen" provision, will remain in effect until the eligibility list expires, according to the terms under which it was created. This includes the last entry-level eligibility list that was created while the previous Collective Bargaining Agreement was in effect.

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.

The point system currently in use as of the date of ratification of this Agreement for the Interview Board's personal history interview shall continue to be used for the selection process:

Candidates are rated in the following ten (10) categories:

1. Decision Making
2. Maturity
3. Initiative
4. Communication Skills
5. Interpersonal Skills
6. Attitude
7. Self-Discipline
8. Responsibility
9. Stability
10. Ethics

Each member of the Interview Board may score the candidate on a scale from zero (0) to ten (10). All scores by the Interview Board shall be within 3 points of one another per category. The total score per Interview Board member stands alone as long as the 3 point rule is met in each individual category. Candidates scoring 0-3 in any category are considered less suitable to be hired as fire fighters for that category. Candidates scoring 4-7 in any category are considered suitable to be hired as fire fighters for that category. Candidates scoring 8-10 in any category are considered more suitable to be hired as fire fighters for that category. The overall total for each interview

board member shall equal the sum of all scores in each category. The total score may range from 0 to 100 per interview board member. Then all interview board members' scores shall be added together for the candidate's final score, which may range from 0-500. Any candidate scoring below 300 points for a 5 member board, for their final score (240 points for a 4 member board, 180 points for a 3 member board) shall not be considered for hiring by the Fire Chief as they have been scored below the suitable for hiring range.

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 fewer 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. If needed, any trained alternate may serve as an alternate for any original board member. In the case of incapacitation, termination or resignation of the primary or alternate member, one additional alternate may be added after receiving training. 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, as described in Section 5 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. 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 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 shall hire each candidate in a batch in order unless a valid reason exists to reject the candidate. The Chief must either hire or reject each candidate in a batch before the next batch can be presented to the Chief 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 hiring process administrator will evaluate the scores, written documentation, and justification of the Interview Board for passing over and selecting candidates. The hiring process administrator may elect to submit the cases which they believe involve inconsistencies in the application of hiring standards to the Civil Service Director or designee for review. The Civil Service Director or designee will review the case and may also review the scores and written documentation on any selected and passed-over candidates to insure consistency and fairness in the selection process and compliance with applicable law.

Those cases which the Civil Service Director or designee believes conflicts with applicable law or are deemed to be inconsistent in the application of hiring standards will be considered for reinstatement in the process after the Civil Service Director or designee confers with the Fire Chief. The Fire Chief will have the final authority for reinstatement or removal of a selected candidate based on fair and consistent objectives. Following this review, the Chief 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 or being processed prior to the expiration of the eligibility list 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. Processing is defined as the applicant having attended the first orientation meeting in the hiring process.

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, personal, holiday 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, with counsel of the City's choice. This provision does not preclude the Association from retaining its own defense counsel, at its expense, and the City shall reasonably cooperate with counsel designated by the Association to participate.

ARTICLE 19
APPOINTED POSITIONS

Section 1. Assistant Chiefs.

Persons appointed by the Chief to the rank of Assistant Chief shall meet the requirements of TLGC 143.014(e) as of the effective date of this Agreement, and this Article.

Section 2. Deputy Chiefs.

The Fire Chief may have up to six (6) appointed Deputy Chiefs. Organizationally, the Deputy Chief classification will be immediately below the classification of Assistant Chief and immediately above the classification of Battalion Chief. The rank of Deputy Chief shall be filled by persons meeting the requirements of TLGC 143.014(e) as of the effective date of this Agreement, and this Article.

All promotions to any position in the classification of Deputy 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 deputy chief positions. Appointment to the rank of Deputy Chief shall be by mutual consent of the Chief and the appointee.

Section 3. Rights of Assistant Chiefs and Deputy Chiefs.

Any fire fighter appointed to the classification of Assistant Chief or Deputy 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 Assistant Chief or Deputy 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 Deputy Chief shall be afforded the same protections as Assistant Chiefs in regard to TLGC 143.014 (g) and 143.014 (h).

Section 4. Deputy Chief and Assistant Chief Pay.

The base pay for the ranks of Deputy Chief and Assistant 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 5. Preemption Provision.

This Article shall preempt any contrary provisions set forth in TLGC 143.014(b)(g) and (h), 143.021(b), 143.021(c), 143.034, 143.036, 143.037, 143.041 and 142.0015(b)-(e), 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

Section 1. On-Duty.

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.

Section 2. Conflict of Interest.

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.

Section 3. Good Conduct Required.

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.

Section 4. Registration.

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

Section 5. Limitations.

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 as of the date of ratification of this Agreement. 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 ten (10) calendar days may submit a request to the Chief 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 to the Chief within 24 hours of receipt of notice of the disciplinary action. The request may be granted at the discretion of the Chief. If a fire fighter is permitted by the Chief 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.

A fire fighter cannot make the request to use paid leave in lieu of suspension, as referred to in the preceding paragraph, if the fire fighter is suspended from duty for an arrest for driving while intoxicated or boating while intoxicated.

Section 3. Appeals.

Any fire fighter who chooses to appeal a disciplinary suspension as provided under Chapter 143 of the TLGC may be charged with the suspension days before the appeal is resolved.

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 shall 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.

Before the Fire Chief makes the final determination of terms of a fire fighter's disciplinary suspension, the Chief will offer the Association an opportunity to meet with the Chief. This meeting will be for informational purposes only and the decision regarding the disciplinary suspension is in the Chief's sole discretion.

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. Diversión.

In the event that a fire fighter's criminal case is successfully admitted into a diversion program, the Fire Chief may cease further disciplinary action against the fire fighter for conduct related to the conduct that was the basis of the underlying criminal charge that led to the admission into the diversion program. If the fire fighter successfully completes the diversion program the Fire Chief may rescind any related discipline previously administered and restore the fire fighter back to his/her position prior to any related discipline received including but not limited to all back pay, allowances, and emoluments of that office.

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, as of the date of ratification of this Agreement, 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.

Notice

Notice or delivery of anything in writing required under this Article shall be accomplished by confirmed receipt (or Read Receipt) email, to the Chief, or designee, or the Association President, as applicable.

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 giving 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 fifteen (15) 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 fifteen (15) calendar days of the day of the denial. The grievant may appeal in writing to the Executive Board of the Association within fifteen (15) calendar days of notification of denial of the grievance. The Executive Board shall have fifteen (15) 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 within fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 fifteen (15) calendar days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within fifteen (15) 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 arbitrator's 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 and copy the contents of his or her department personnel folder, upon request, during normal business hours. In the event an investigation is currently in progress, materials pertaining to that investigation shall not be available until the investigation is completed. This does not authorize a fire fighter to review or copy materials deemed confidential by TLGC Section 143.089(g), provided however, that if any such material from prior complaints or investigations is considered by the Chief, either as to the truth of current allegations, or the degree of punishment, such materials shall be available for review under this Article. A fire fighter must schedule a time at least 36 hours in advance with the Assistant Chief or Deputy Chief over the Office of Professional Standards or a designee, and any copying of the department personnel folder shall be onsite and at the fire fighter's expense.

ARTICLE 24
MISCELLANEOUS

Section 1. Fire Station Air Conditioning Systems.

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.

Section 2. Fire Department Committees.

The Association may be afforded the opportunity to assign a voting representative to committees established and assembled by the Department at the discretion of the Fire Chief.

ARTICLE 25
CHAPLAIN PROGRAM

Section 1. Appointment as Chaplain.

A minimum of one fire fighter shall be appointed by the Chief for duties as the Department Chaplain. Individuals appointed as 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.

Section 2. Vehicle Usage.

Individuals appointed as 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

Section 1. General.

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 22 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.

Section 2. Annual Fire Department Physicals.

Written complaints received by the Association concerning Physicians conducting yearly physical exams shall be forwarded to the Human Resources Benefits office to initiate a formal complaint and investigation against the Physician.

Section 3. City of Fort Worth Wellness Program.

Fire fighters are not eligible to receive any monetary or leave benefits from participation in the City of Fort Worth’s Wellness Program.

Section 4. Physical Fitness Equipment.

The City shall provide weight training and cardiovascular training equipment and will make reasonable efforts to maintain them in working order.

Section 5. Personal Protective Equipment.

The Department shall issue and maintain a set of bunker gear for each fire fighter. Prior to a change in vendor for Personal Protective Equipment (PPE) a wear test shall be conducted by fire fighters in Operations. The Department shall issue upon request to all assigned 56-hour operations personnel an additional set of gloves and a hood. Nothing in this section shall be construed to require the City to provide an additional set of gloves or a hood for any fire fighter who has two or more sets of either.

ARTICLE 27
PROMOTIONAL EXAMINATIONS AND APPEALS

Section 1. Release of Promotional Exams' Study Materials and Test Dates.

The posted study materials list for each rank shall include the corresponding promotional examination date.

Section 2. Promotional Examination

By 5PM the next business day after the examination, the City shall publish the raw scores with three (3) columns for each corresponding name. The first column will contain the individual's raw score on the test. A second column will contain the individual's accrued seniority points as of the test date. Finally, a third column will contain the total of each individual's raw score plus the seniority points. All lists shall be sorted according to the appropriate tie breakers. The same columns will be included on the eligibility list from the examination. The failure of the City to meet the time deadline set out in this section will not be grounds to invalidate the eligibility list or results of that examination, nor to invalidate any promotional decision based on the resulting eligibility list from that examination.

Any eligibility list created under this Article that is in effect at the time this Agreement expires, including the end of any "evergreen" provision, will remain in effect until the eligibility list expires, according to the terms under which it was created.

Section 3. Procedures and Authority.

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, except as described below in Section 4. The review and appeal period shall begin the second business day after the date of the exam. All appeals must be filed no later than 7 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 and appropriate remedy. If the Review Board and Human Resources Department are in agreement as to the validity of the appeal and appropriate remedy, their decision shall be final and binding. The Commission shall review all written recommendations and rule on all appeals and remedies in which the Review Board and the Human Resources Department are in disagreement. 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 on which they rule shall be final.

Section 4. Exam Answer Key Error Procedures.

If the keyed-as-correct answer to any question in a promotional exam is determined by the test preparer or the City to be incorrectly keyed-as-correct, any test-taker who gave an answer to the question that was something other than the answer that was intended to be the correct answer will be given a 5-business-day window to review only that question at issue and file an appeal regarding only that question. For example, if the answer key for an exam stated that the correct answer to Question 1 was "A" but the answer key should have stated that the correct answer to Question 1 was "B," any person who answered the question with an answer other than "B" will be allowed 5 business days to review that question and file an appeal. No other additional appeal regarding this examination will be allowed, and no untimely appeal will be considered. Any appeal filed within this time period will be reviewed by the Review Board and Human Resources and, if the Review Board and HR agree that the appeal is or is not valid, based on the procedure in this Article, there will be no further appeal from that decision. If the Review Board and HR disagree, then the appeal will be decided by the Civil Service Commission. In the event of an incorrectly keyed question, Human Resources will promptly notify all test-takers of the issue and notify those individuals of the beginning and ending dates for the 5-business-day time period to review the question and file an appeal.

Section 5. Reopener

During the term of this Agreement, the City may reopen Collective Bargaining negotiations with the Association to implement a promotional process for the Battalion Chief Rank that differs from that set out in TLGC Chapter 143 and this Agreement. The promotion process shall only be comprised of objective evaluation components and shall not include a traditional assessment center. This promotional process shall include a multiple choice examination of at least 100 questions and no more than 200 questions.

Any additional objective evaluation component(s) may include one or more of the following:

1. Open book component
2. Tactical exercise with an objective task-oriented checklist limited to Yes or No checkboxes

If Collective Bargaining negotiations are reopened as provided herein, they will be limited to discussions surrounding that topic, and will also include discussions of modifications to applicable review and appeal procedures for promotional examinations set out in this Article.

Such reopened Collective Bargaining negotiations must be completed within 60 days after the face-to-face negotiations begin, unless the Association and the City agree, in writing, to extend the negotiations. Any Agreement between the Association and the City that results from the reopened Collective Bargaining negotiations, will not be effective unless and until it is approved by the City and the Association pursuant to the requirements of Article 32 of this Agreement.

Section 6. Preemption Provision.

This Article shall preempt any contrary provisions set forth in TLGC Chapter 143, including TLGC 143.021(c), 143.029, 143.032, 143.034, 143.036, and 143.037, 143.041 and 142.0015(b)-(e), 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 28
SICK AND FAMILY LEAVE

Section 1. Restrictions.

It is expressly understood and agreed that sick and family leave shall be utilized only in cases of bona fide incapacitation, illness or injury of the employee or eligible family member. There is no right to use sick and family leave for personal convenience or extra time off, or to burn excess leave prior to retirement. No employee shall engage in any outside employment, trade or occupation while off work when utilizing sick leave.

A fire fighter is not eligible to work voluntary overtime until 30-days after using more than the following amounts of leave time:

- **For 56 hour personnel:**

Individuals using more than 96 hours of combined sick and/or family time during the preceding 180-day period.

- **For 40 hour personnel:**

Individuals using more than 60 hours of combined sick and/or family time during the preceding 180-day period.

A firefighter may appeal this exclusion from being eligible to work voluntary overtime in writing to their respective chain of command for cases where the leave usage can be justified. Such appeal must be filed after the fire fighter has used 72 or more hours (52 or more hours for 40-hour personnel) but before the expiration of the 30-day overtime exclusion period. The Chief or designee will decide the appeal within seven (7) business days, and there is no further appeal from that decision. A fire fighter shall not be entitled to back pay for any overtime opportunities missed if the appeal is approved.

The department retains the right to alter assignments and work schedules including for the use of excessive unscheduled leave.

Section 2. Disability Accommodation.

The parties agree that, in the event that a fire fighter with a documented disability is adversely affected by the requirements stated in Section 1 of this Article concerning restrictions from voluntary overtime, beyond that experienced by fire fighters without a documented disability, the City agrees to engage in an interactive process with such fire fighter with a disability to determine what, if any, reasonable accommodation is needed to make the applicable requirements and

consequences for sick leave usage no more burdensome on a fire fighter with a disability than they are on a fire fighter without a disability

Section 3. Protection of Medical Information.

The medical records of all Bargaining Unit members as described in this Article shall be kept in confidence and shall be maintained in compliance with the City of Fort Worth Administrative Regulation D-10, Protection of Medical Information.

Section 4. Family Medical Leave Act.

Leave use which qualifies under the Family Medical Leave Act (FMLA) must be supported by an approved medical certification and appropriate supporting information as required by the City's FMLA Policy. Employees have fifteen (15) calendar days to provide the approved medical certification for medical leave which qualifies under the City's FMLA Policy.

Section 5. Reopener Provision For Changes in Leave Structure.

In the event that the City changes its current leave structure as set forth herein during the term of this Agreement, the City shall be entitled to reopen Collective Bargaining negotiations with the Association to discuss any proposed changes. The parties agree that those negotiations may result in changes in some leave benefits in order to provide similar leave benefits for all City employees. If Collective Bargaining negotiations are reopened as provided herein, they will be limited to such differences in the current leave structure and the proposed new leave structure that the City identifies, in writing, 30 days before the beginning of the reopened negotiations. Such reopened Collective Bargaining negotiations must be completed within 60 days after the face-to-face negotiations begin, unless the Association and the City agree, in writing, to extend the negotiations.

Any Agreement between the Association and the City that results from the reopened Collective Bargaining negotiations, will not be effective unless and until it is approved by the City and the Association pursuant to the requirements of Article 32 of this Agreement.

ARTICLE 29
EMPLOYEE APPRAISALS

Section 1. Evaluation of Competencies.

Fire fighters shall be graded semi-annually on each of the applicable competencies (using the star system) with no commentary required. However, Battalion Chiefs and above are required to prepare appropriate commentary to develop the supervisory and management skills of their team members.

Section 2. Job Objectives.

The Job Objectives section of the City evaluation shall not be used for fire fighters.

ARTICLE 30
INCENTIVE PAYS

Section 1. Education

1.1 Firefighters who have completed their initial probation period and have obtained an Associates, Bachelors, Masters, or Ph.D. degree shall receive educational incentive pay. Education pay shall be authorized for successful completion of one of the aforementioned degrees at an accredited college or university. An accredited college or university is an educational institution approved by the Southern Association of Schools or its regional counterparts, or a technical training school or college approved by the Accrediting Commission of Career Schools or Colleges of Technology. An eligible fire fighter must comply with the City's Human Resources' administrative rules and the Personnel Rules and Regulations regarding the payment of this Education Incentive Pay.

1.2 Educational incentive pay shall be paid monthly, on the first paycheck of every month, according to the following rates:

- A. Associates Degree – One percent (1.00%) of Step 11 firefighter monthly pay.
- B. Bachelor's Degree – Two percent (2.00%) of Step 11 firefighter monthly pay.
- C. Master's Degree – Two and one-half percent (2.50%) of Step 11 firefighter monthly pay.
- D. Ph.D. – Three percent (3.00%) of Step 11 firefighter monthly pay.

Section 2. Bilingual Skills Pay

2.1 Firefighters that successfully pass the language proficiency test, administered by Human resources, shall receive bilingual skills pay.

2.2 Bilingual skills pay shall be paid monthly, on the first paycheck of every month, according to the following rates:

- A. Verbal proficiency – One and six-tenths percent (1.60%) of Step 11 firefighter monthly pay; or
- B. Verbal and written proficiency – two percent (2.00%) of Step 11 firefighter monthly pay.

Section 3. EMT Certification

3.1 Firefighters holding certification for successful completion of a Texas state approved or National Registry approved EMS course shall receive certification pay.

3.2 Certification pay shall be paid monthly, on the first paycheck of every month, according to the following rates:

- A. EMT Basic – One and one-quarter percent (1.25%) of Step 11 firefighter monthly pay.
- B. EMT Intermediate – One and three quarter percent (1.75%) of Step 11 firefighter monthly pay.
- C. EMT Paramedic or Licensed Paramedic - Four percent (4.00%) of Step 11 firefighter monthly pay unless the firefighter has opted out of the Paramedic Program. To be eligible, the fire fighter must be credentialed by the Office of the Medical Director.

Section 4. TCFP Certification

4.1 Firefighters holding certification for successful completion of an approved Texas Commission on Fire Protection (TCFP) course shall receive certification pay.

4.2 Certification pay shall be paid monthly, on the first paycheck of every month, according to the following rates:

- A. TCFP Basic Certification – Zero percent (0.00%) of Step 11 Firefighter monthly pay.
- B. TCFP Intermediate Certification – One-half of one percent (0.50%) of Step 11 firefighter monthly pay.
- C. TCFP Advanced Certification – One percent (1.00%) of Step 11 firefighter monthly pay.
- D. TCFP Master Certification – One and one half percent (1.50%) of Step 11 firefighter monthly pay.

Section 5. Specialized Duty Assignments

Firefighters assigned to the specialized duties listed below shall be paid monthly, on the first paycheck of every month, according to the following rates:

Program Chiefs Up to 10 positions	Five and one-half percent (5.50%) of Step 11 firefighter monthly pay.
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<ul style="list-style-type: none"> - Program Coordinator - Section Manager <p style="text-align: center;">Up to a total of 20 Program Coordinator and Section Manager positions, combined</p>	<p>Three and 15 one-hundredths percent (3.15%) of Step 11 firefighter monthly pay.</p>
<ul style="list-style-type: none"> - Fire Inspector - Fire Investigator - Public Educator - Hazardous Materials Instructor - Aircraft Rescue Fire Fighting Instructor - Specialty Instructor - Swift Water / Underwater Instructor - Technical Rescue Instructor - Training Academy Instructor - Wildland Instructor 	<p>Two and eight-tenths percent (2.80%) of Step 11 firefighter monthly pay.</p>
<ul style="list-style-type: none"> - Hazardous Device (Bomb) Technician - Hazardous Materials Technician-Fire Prevention - Hazardous Materials Responder - Aircraft Rescue Fire Fighting Responder - Hazardous Materials Responder – Battalion Chief - Swift Water / Underwater Responder - Technical Rescue Responder - Wildland Responder 	<p>One and six-tenths percent (1.6%) of Step 11 firefighter monthly pay.</p>

Section 6: Limitations on Incentive Pays

6.1 If eligible, a Firefighter may receive more than one (1) of the Incentive Pays set out in this Article, according to the following guidelines:

- A. The higher dollar amount of either: One (1) Education pay, based on the highest level of degree received; or One (1) TCFP certification pay based on highest level of certification obtained;

- B. Either bilingual skills pay (1. Verbal; or 2. Verbal and Written);
- C. One (1) EMT certification pay based on highest level of certification obtained; and
- D. Up to three (3) Specialized Duty Assignment pays.

Section 7. Effect of ATB Raises

The parties to this Agreement understand that the effect of basing the Incentive Pays set out in this Article on a percentage of Step 11 fire fighter pay, as set out in Appendix A, means that as across-the-board (“ATB”) raises take effect, the Incentive Pays will increase a corresponding amount. References in this Article to percentages of “Step 11 firefighter monthly pay” shall mean the amount set out in the salary schedule attached to this Agreement as Appendix A for the applicable fiscal year, or evergreen year.

Section 8: Qualifications and Eligibility for Incentive Pays

The additional pays for Education, Bilingual Skills, EMT Certification, TCFP Certification, and Specialized Duty Assignments, set out in this Article are referred to collectively as “Incentive Pays.” These Incentive Pays will be effective on July 1, 2019 and will be based on the salary schedule that is attached to this Agreement as Appendix A. The qualifications and eligibility for the Incentive Pays set out in this Article will be contained in one or more departmental Standard Operation Procedures (“SOPs”) and will be considered to be written Department policies concerning operational issues that can be amended by the procedure set out in the first two sentences of Article 5, Section 2 of this Agreement. The amounts of such Incentive Pays will not be stated in the applicable SOPs.

Section 9. Training for Specialized Duty Assignment Pays.

In the case of Specialized Duty Assignment pays, the Fire Chief can extend the 180-day licensing or certification requirement in any Assignment Pay SOP if the Department has not made the necessary training available for the certification or license needed to receive the applicable assignment pay, or if there are any other delays in obtaining the designated requirements that the Fire Chief determines are not the fire fighter’s fault. If the Fire Chief does not extend the 180-day licensing or certification requirement, the Fire Chief can stop the fire fighter’s assignment pay until the training or licensing is completed.

Section 10. New Incentive Pays

The Fire Chief can add new Specialized Duty Assignments that will receive Incentive Pay, and can set the amount of such pay. The qualifications and eligibility for such new Specialized Duty Assignment pays will be contained in one or more departmental Standard Operating Procedures (“SOPs”), according to the requirements of Section 8 of this Article.

Section 11: Preemption

As authorized by TLGC 174.005 and 174.006(a), this Article shall preempt and prevail over any conflicting state or local civil service provisions including those set forth in TLGC 143.042(c).

ARTICLE 31
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
200 Texas 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 32
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 33
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. This Article does not extend the City's statutory obligation to negotiate.

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 34
DURATION AND TERMINATION

Section 1. Term of Agreement.

A. This Agreement shall be effective as of July 1, 2019, after approval 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, 2022, or until such time as it is superseded by a new agreement between the parties, whichever occurs later; provided however, that in no event shall any part of this Agreement continue in effect after September 30, 2023. 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, 2021.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____ day of June, 2019.

CITY OF FORT WORTH

David Cooke, City Manager

Betsy Price, Mayor

Valerie Washington, Assistant City Manager

Approved as to Form and Legality:

Attested by:

Christopher A. Troutt, Sr. Asst. City Attorney

Mary Kayser, City Secretary

Fort Worth Professional Firefighters Association, IAFF Local 440

Michael Glynn, President
Fort Worth Professional Firefighters
Association, IAFF Local 440