

Exhibit "A"

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF BAYTOWN, TEXAS**

**and**

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 1173**

**January 27, 2017 – SEPTEMBER 30, 2019**

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**ARTICLE 1.**  
**PREAMBLE**

**Section 1.**

This Agreement between the City of Baytown, Texas, hereinafter referred to as the "Employer" or the "City," and the Baytown Professional Firefighters Association, Local 1173, hereinafter referred to as the "employees" or the "Union," is entered into in order to meet the statutory mandate of Chapter 174 of the Texas Local Government Code.

**Section 2.**

It is the intent and purpose of this Agreement, entered into by the City of Baytown, Texas, and the Union to achieve and maintain harmonious relations between the parties and to engage in good faith collective bargaining pursuant to Chapter 174 of the Texas Local Government Code. This Agreement has been reached through the collective bargaining process with the objective of fostering effective cooperation between the City and its firefighters.

**ARTICLE 2.**  
**RECOGNITION**

The City of Baytown recognizes the Baytown Professional Firefighters Association, Local 1173 International Association of Firefighters, as the sole and exclusive bargaining agent for all firefighters employed by the City of Baytown as that term is defined in Section 174.003 of the Texas Local Government Code, with the sole exception of the Fire Chief. By this term, it is intended to include all permanent paid employees of the Fire Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143, but does not include civilians or other employees.

**ARTICLE 3.**  
**MANAGEMENT RIGHTS**

It is expressly agreed that all management rights that ordinarily vest in and are exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. The Employer shall retain all powers, duties, and rights established by Constitutional provision, State statute, City ordinance, City Charter and/or other source of law, and departmental rules, standing orders and/or instructions, and retains the power to act or not to act, as it deems appropriate. This shall include, but not be limited to, the right to:

- (1) Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the

work forces and City affairs; schedule maintenance of all City equipment and facilities.

- (2) Determine the Fire Department's activities and set forth all standards and types of service offered to the public, including contracting with other entities to provide fire and related services outside the corporate boundaries of the City.
- (3) Allocate and assign work to employees, modify tasks assigned to employees, assign employees to shifts, determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The City retains the right to establish, modify, or change any shifts, starting times and/or work schedules and assignments.
- (4) The City retains the right to direct employee activities, including determination of qualification, the right to hire, promote, suspend, discipline, discharge and transfer employees, and to determine the size of the work force and to curtail activity when necessary, by laying off employees due to lack of work or for other reasons in the judgment of the Employer, the right to recall employees from layoff, except as specifically limited by the terms of this Agreement; the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, retirement contribution, scope of insurance and City's participation in costs, if any, number of days of vacation, sick leave and designated holidays, and to modify same at its discretion, to the extent not inconsistent with this Agreement.
- (5) Determine services and employee tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
- (6) Adopt, modify, implement and rescind City and Fire Department rules and regulations, performance and discipline rules, regulations and penalties for violation thereof.
- (7) Use civilians in the Fire Department to perform duties that are not reserved for sworn firefighters in Section 143.003(4) of the Texas Local Government Code. Civilians performing duties in the Fire Department are not subject to the terms of this Agreement.
- (8) The City shall have exclusive authority to enter mutual aid agreements, automatic aid agreements, and agreements necessary for compliance with State law(s) affecting operations, such as annexation laws. Further, in the event of an emergency, as declared by the Mayor or his/her designee, the City may obtain outside emergency resources.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the Employer; and any other rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those which are clearly and specifically relinquished in this Agreement. The withdrawal by the City of any of its proposals shall not be construed as a waiver of any legal right the City is entitled to exercise, based on its inherent management rights.

**ARTICLE 4.**  
**APPLICABILITY OF CITY’S RULES AND POLICIES**

**Section 1. City Rules and Policies Apply.**

It is understood and agreed that unless modified by this Agreement, the City’s Personnel Policies and Rules, the City's Civil Service Rules and Regulations, as well as the Baytown Fire Department Rules and Regulations, and standing and temporary orders shall continue to apply to employees covered by this Agreement. It is also understood and agreed that the City and the Fire Chief and/or his or her designee, at their sole discretion, may create or modify these policies, rules and regulations at any time, so long as the creation or modification does not conflict with a specific provision of this Agreement.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 5.**  
**UNION MEMBERSHIP NOT REQUIRED/NON-DISCRIMINATION**

**Section 1. Non-Discrimination.**

Neither the Employer nor the Union shall discriminate against, or cause the other to discriminate against any member of the bargaining unit on account of the employee's race, sex, creed, color, age, national origin, disability or veteran’s status.

**Section 2. Agreement’s Applicability.**

The City and the Union agree that the provisions of this Agreement shall be applied to all employees within the bargaining unit without regard to affiliation or membership or non-membership in the Union.

**Section 3. Voluntary Membership.**

Membership in the Union is voluntary. Each employee has the right to join and maintain membership in the Union. The employee, likewise, has the right to refrain from joining, or to withdraw from membership in the Union. Neither the City nor the Union shall exert any pressure for or against any employee covered by this Agreement in regard to such matters.

**Section 4. No Harassment.**

The Union further agrees that there shall be no interference with the free right of any employee of the City to enter and leave its premises and property unmolested and without harassment.

**ARTICLE 6.**  
**NO STRIKE CLAUSE**

**Section 1. Strike Definition.**

"Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns," "sick-outs," and sympathy strikes), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

**Section 2. No Strike.**

Neither the Union nor any employee shall authorize, ratify, encourage or otherwise support any form of Strike, as defined in Section 1 above, or refuse to cross any picket line by whomever established, or to engage in any sympathy strike. The Union and all employees shall cooperate fully with the City in preventing and/or halting any such action.

**Section 3. Discipline.**

Any or all employees who violate any provision of the law prohibiting strikes or any provision of the Article may be dismissed or otherwise disciplined by the Employer, without recourse to the grievance procedure. The Union agrees that it will not support or assist in any manner any Union member or any other employee who violates this Article. "Support" and "assistance" includes, but is not limited to, providing representation for such person in the event of disciplinary action for violation of this Article and not approving or presenting any grievance on behalf of any such person.

**Section 4. No Lockout.**

The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

**Section 5. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 7.  
DUES DEDUCTIONS**

Upon receipt of a proper and signed authorization from a Union member and written approval by the Association, the City will deduct from the Association member's pay, regular Association dues in the amount set by the Association. The authorization shall be made on a form supplied by the City. The Association shall notify the City of any change in the amount of regular dues.

**ARTICLE 8.  
AGE LIMIT FOR NEW HIRE**

**Section 1. Maximum Age Limit.**

The maximum age at which a person may be certified as eligible for a position as an employee is age 40. A person may not be hired as an employee if the person is age 41 or older on the date of hire.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.



**ARTICLE 9.**  
**PROBATIONARY PERIOD**

**Section 1. Initial Probationary Period.**

Any person employed as a probationary employee after October 1, 2001, must serve a probationary period of 18 months, if the employee is not eligible for Texas Basic Structure Fire Suppression Certification, "Fire Fighter-Basic," and Emergency Medical Technician Certification, "EMT-Basic," or 12 months if certified or eligible for certification as Fire Fighter-Basic and EMT-Basic from his/her date of hire in the Fire Department.

A new employee's probationary period will automatically be extended if he or she is absent for a continuous period of more than 30 days for illness, injury, jury duty, or military reserve leave or any other type of leave except for vacation or holiday time off. The extension of the new employee's probation shall be equal to the amount of lost time.

**Section 2. Definition.**

*"Eligible for certification"* means that the employee has successfully completed all background, training and testing requirements for certification and will be certified on the first day of employment.

**Section 3. Discharge of Probationary Employee.**

During an employee's initial probationary period, the Chief may discharge the employee with or without cause. The probationary employee does not have recourse to the contractual or the City's grievance or appeal procedures.

**Section 4. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 10.**  
**POST-HIRING REQUIREMENTS**

**Section 1. Post-Hire Retention Requirements.**

An employee appointed to a position in the Fire Department on or after August 9, 2013, who lacks EMT-P certification must enroll in a paramedic course within one year of the date of his/her appointment and successfully complete the course and achieve certification by the Texas Department of State Health Services as an EMT-P within two years of the date of his/her enrollment in the paramedic course to remain employed.

An employee appointed to a position in the Fire Department on or after August 9, 2013, who lacks Texas Basic Structure Fire Suppression Certification must enroll in a course, successfully complete the course, and receive such certification from the Texas Commission on Fire Protection within one year of the date of his/her appointment to remain employed.

The Fire Chief may, in his discretion for good cause shown, extend the time periods established in this section. An employee to which this section applies shall not be separated from employment for violation of this section unless the employee has been given an opportunity, at the City's expense, to enroll in and complete a paramedic or firefighter course.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, or local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 11.**  
**RELOCATION EXPENSES FOR NEW HIRES**

**Section 1. Reimbursement.**

The City shall reimburse the cost of moving household goods and effects to the City of Baytown for employees hired during the term of this Agreement, up to a maximum of \$2,000. The employee will obtain three (3) bids from reputable moving firms and the City Manager may elect the moving firm of choice, reserving the option to select the lowest responsible bidder. Moving reimbursement is available only for moves from outside the city limits to inside the city limits of Baytown.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 12.**  
**CLOSING COST REIMBURSEMENT FOR EXISTING  
FIREFIGHTER/PARAMEDICS**

**Section 1. Reimbursement.**

Existing City of Baytown employees, who have completed their probationary time period, residing outside the City limits wishing to move into the City limits will be eligible for

closing cost reimbursement of \$2,000 to purchase a conventional home within the City limits. This assistance will be provided only once to a firefighter/paramedic and only when the firefighter/paramedic moves from outside the City limits and purchases a conventional home within the City limits and establishes that home as his/her primary residence. Mobile homes, manufactured homes, and homes purchased under a contract for deed will not be eligible for this benefit. A firefighter/paramedic, whose home is annexed into the City after the effective date of this Agreement, will not be eligible for this benefit.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 13.**

**REIMBURSEMENT OF PARAMEDIC TRAINING TUITION**

**Section 1. Reimbursement.**

Subject to the provisions of this article, an employee, who has successfully completed (i) a course of instruction at an accredited paramedic training program within one (1) year prior to his/her hire date, or any time after being hired and (ii) his/her probation period with the City, shall be reimbursed the cost of the training program tuition in an amount not to exceed \$2000 in accordance with this article. This reimbursement shall be paid upon request and verification of eligibility pursuant to this article. Reimbursement payment under this section shall be paid via separate reimbursement check. Reimbursement shall be made only if the employee has expended his/her personal funds for such instruction, has not been reimbursed for the same by any governmental entity, and provides necessary documentation, as determined by the City, for reimbursement.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 14.**

**LEAVE OF ABSENCE**

**Section 1. Provision of Leaves of Absences.**

All leaves of absence shall be in accordance with the City of Baytown's Personnel Policy Manual and Section 143.073 of the Texas Local Government Code.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 15.  
REAPPOINTMENT**

**Section 1. Application for Reappointment.**

A person who previously served as a City of Baytown Firefighter may apply in writing to the Fire Chief for reappointment as a Firefighter within two (2) years of the effective date of separation if the applicant meets the eligibility requirements of Section 2 herein. A person applying under this article will not be required to take an entrance examination and will not be placed on an eligibility list.

**Section 2. Eligibility.**

An applicant for reappointment must have resigned voluntarily and in good standing from the Baytown Fire Department as a Firefighter and must hold a valid, current certification for firefighter from the Texas Commission on Fire Protection and be certified as an EMT-P by the State of Texas. Reappointment will not be considered if the applicant resigned pending disciplinary action or investigation. Additionally, an applicant for reappointment must meet all eligibility requirements for a person in the classification of Firefighter, provided that the applicant shall not be subject to the maximum age requirements specified in Section 143.023(b) of the Texas Local Government Code or the age requirement in Article 8 of this Agreement.

**Section 3. Reappointment.**

It shall be the Fire Chief's discretion to determine the applicant's suitability for reappointment. In the event the Fire Chief decides the applicant should not be reappointed, the applicant shall be notified of the decision in writing and the reappointment process is terminated. The Fire Chief shall forward a copy of this documentation to the Civil Service Director. If, based on the overall value of the applicant to the department, the Fire Chief desires to reappoint the applicant as a Firefighter, the applicant may be reappointed at the discretion of the Fire Chief if a vacancy exists. Notice of the reappointment shall be given in writing to the Civil Service Director.

In the event there is no vacancy for Firefighter at the time of application for reappointment, the Fire Chief may retain the application. Reappointment can be made only within two years of the date of resignation. If there is no reappointment within two years from date of resignation of the applicant, the reappointment process is automatically terminated.

**Section 4. Restoration of Certain Benefits.**

Upon reappointment, the applicant’s prior years of service with the City of Baytown Fire Department in the classification of Firefighter or higher will be counted only for the following purposes:

1. longevity pay,
2. accrual benefits,
3. seniority in the case of a reduction in force, and
4. determining the appropriate tier in the Firefighter classification in the compensation plan as detailed in Article 24.

The applicant’s seniority for purposes of promotion shall be determined in accordance with Texas Local Government Code Chapter 143 and the City of Baytown Civil Service Rules and Regulations.

**Section 5. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, or local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 16.  
VACATION**

**Section 1. Provision of Vacation.**

Vacation entitlement shall be in accordance with the City Personnel Policy Manual.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 17.  
HOLIDAYS**

Employees covered by this Agreement shall be afforded the holidays in accordance with and as specified in the City of Baytown’s Personnel Policy Manual.

**ARTICLE 18.  
SICK LEAVE**

**Section 1. Provision of Sick Leave.**

Sick leave accrual and use shall be in accordance with the City of Baytown's Personnel Policy Manual as it applies to all City employees and Fire Department Rules and Regulations.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 19.  
INSURANCE BENEFITS**

The same level, scope and financial participation, as may be provided to other City employees outside the bargaining unit, will be provided to employees covered by this Agreement. The City reserves the exclusive right to determine what the level, scope, and financial participation, if any, will be and modify same at its discretion.

**ARTICLE 20.  
HOURS OF WORK**

**Section 1. Hours of Operation.**

The hours of operation for employees working the 24 hours on and 48 hours off shift shall be pursuant to the Shift Exchange Structure established by City Council.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 21.  
OVERTIME**

**Section 1. Definitions.**

The following terms when used in this Article shall have the meanings ascribed to them in this section:

*Additional Hours Worked* means hours worked other than the hours of a regularly assigned shift.

*Non-Worked Time* means and includes all time and leaves not included as Time Worked. The term “Non-Worked Time” shall include, but not be limited to, the following:

1. sick leave,
2. Kelly days,
3. time worked pursuant to Article 22,
4. military leave,
5. emergency leave,
6. administrative absence with pay not associated with workers’ compensation,
7. authorized leave without pay,
8. absence without leave, and
9. compensatory time.

*Overtime Worked* means Time Worked in excess of the number of hours as specified by the City in accordance with the Fair Labor Standards Act for the Work Period of the employee.

*Time Worked* means and includes not only the hours worked as an employee pursuant to this Agreement during the Work Period but also all hours charged to the following leaves of absences during the Work Period:

1. vacation leave,
2. holidays,
3. workers’ compensation leave,
4. administrative absence with pay associated with workers’ compensation, and
5. Union time bank leave.

*Work Period* shall be that period of time established by the City in compliance with the Fair Labor Standards Act.

## **Section 2. FLSA Provisions.**

The City may continue the 207(k) option permitted under the Fair Labor Standards Act, which provides overtime after an employee works a specified number of hours in a designated work period. Only Time Worked will be considered for purposes of computing overtime compensation.

The parties agree that the City has the right to require that Overtime Hours be compensated in the form of pay or compensatory time, as determined appropriate by the Fire Chief. If compensatory time is required by the Fire Chief or his/her designee, the employee shall be notified prior to overtime being worked. Overtime compensated monetarily shall be calculated as required by FLSA. Overtime compensated as compensatory time shall be calculated at the rate of one and one-half hours for each hour of Overtime Worked. All overtime to be worked must be approved in advance by the Fire Chief or his/her designee.

When leave classified as Non-Worked Time is taken or used by an employee in the same Work Period that the employee earns Additional Hours Worked; Additional Hours Worked that do not qualify for overtime under FLSA shall be paid hour-for-hour as compensatory time or regular pay, as determined by the Fire Chief.

The maximum number of hours of accrued compensatory time shall not exceed the cap established in the City of Baytown Personnel Policy Manual. There shall be no pyramiding of overtime under this Agreement, that is, hours shall not be paid for or credited to leave balances more than once.

### **Section 3. Overtime List.**

The Fire chief or his/her designee shall create the following overtime lists:

- |                                |                                 |
|--------------------------------|---------------------------------|
| 1. A Shift, Paramedic          | 9. B Shift, Lieutenant          |
| 2. A Shift, Firefighter        | 10. B Shift, Battalion Chief    |
| 3. A Shift, Equipment Operator | 11. C Shift, Paramedic          |
| 4. A Shift, Lieutenant         | 12. C Shift, Firefighter        |
| 5. A Shift, Battalion Chief    | 13. C Shift, Equipment Operator |
| 6. B Shift, Paramedic          | 14. C Shift, Lieutenant         |
| 7. B Shift, Firefighter        | 15. C Shift, Battalion Chief    |
| 8. B Shift, Equipment Operator |                                 |

An employee, who is assigned to twenty four (24) hour shifts and wishes to be called in for overtime work, shall submit his/her name in writing to the Fire Chief or his/her designee in order to be placed on a list. The written request must include a telephone number where the employee can always be reached. Initially, the Fire Chief or his/her designee will establish each overtime list on an alphabetical basis.

### **Section 4. Call ins.**

When staffing falls below minimum levels, as determined exclusively by the Fire Chief and/or his/her designee, and employees are required to be on duty or in cases of fire and/or medical emergencies, the Fire Chief or his/her designee may call in off-duty employees to work in accordance with this article. A request for coverage of overtime will be delivered electronically to those employees on duty within the rank creating the overtime and who are eligible for that position. If no one in the appropriate rank on the off-going shift accepts the request for duty, persons from the list of the appropriate rank from the shift on duty prior to the off-going shift shall be contacted via electronic means.

If no one accepts overtime from the list, the person on duty may be required to work overtime. Held over employees forced to work shall be compensated, either in the form of pay or compensatory time, as determined by the employee. The Overtime compensated monetarily shall be calculated as required by FLSA. Overtime compensated as compensatory time shall be calculated at the rate of one and one-half hours for each hour of Overtime Worked. Employees regularly scheduled to work, or employees who accept extra hours voluntarily, shall not be paid overtime, unless otherwise entitled to it.



Once an employee has accepted the request for extra duty, he/she shall be placed in the last numerical position on the overtime list; provided that if an employee, who accepts extra duty, works less than 12 hours, he/she retains his/her place on the list. Personnel scheduled to be on duty and/or approved leave will not lose their place on the overtime rotation list. The City may request an employee for extra duty from another classification only after attempting to contact all eligible employees on the lists in the classification creating overtime. When employees accept the overtime request from another classification, they will not receive overtime at the higher classification but will report to duty at their classification and the on-duty employee(s) will move to the higher classification in an acting position. The same method used in this section shall be used to distribute the overtime evenly.

#### **Section 5. Extra Activities Overtime List.**

Each employee requesting to be included on the extra activities overtime list shall forward his/her name and contact number in writing to the Fire Chief or his/her designee. Overtime covered by Section 4 and activities that require specialized training and/or certifications to perform the job, shall be excluded from the extra activities overtime list.

Notification of an extra activity shall be sent via electronic means to those on the extra activities overtime list.

The officer in charge of distributing the overtime shall send an e-mail or text message to the Union President or his/her designee regarding the need for personnel from the extra activities overtime list, as well as the time(s), date(s), place(s), and type(s) of the extra activity(ies). The President or his/her designee shall forward the e-mail or text message via SMS text to all employees covered by this Agreement on the SMS text list and simultaneously via an all page to the personnel signed up through the Union website. The officer in charge of distributing the overtime shall also attempt to call the employees on the manual call list. The officer in charge shall document responses from employees interested in the extra activity overtime during the one-hour period immediately following the initial notification. Once the group has been established, personnel shall be assigned to the extra activity on a rotation/revolving method. If the one-hour period is not practical (immediate overtime) as determined by the Fire Chief or his/her designee, the first employee to respond will be utilized for the overtime.

The two (2) hour minimum rule (Section 6. Minimum Show Up Time) shall not apply to the rotation of this list. Personnel scheduled to be on duty and/or approved leave will not lose their place on the extra activities overtime list.

#### **Section 6. Minimum Show Up Time.**

An off-duty employee who is called back to work pursuant to Section 4 of this Article shall be guaranteed a minimum of two (2) hours of pay at his/her regular hourly rate. Only Time Worked shall be counted for purposes of computing overtime.

**Section 7. Emergencies.**

In emergency situations, as determined by the Fire Chief and/or City Manager, the City may forego the above procedures. A routine staffing of a shift shall not be deemed as an emergency.

**Section 8. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, or local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 22.**

**SHIFT EXCHANGES AND EMPLOYEE SUBSTITUTIONS**

**Section 1. Trading Time.**

Subject to the approval of the Fire Chief, employees may be allowed to trade time with other employees of equal qualification pursuant to 29 CFR §553.31 “Substitution - section 7(p)(3),” Section 143.073(d)(2) of the Texas Local Government Code, and any applicable Baytown Fire Department Rule and Regulation.

**Section 2. Requests for Trade Time.**

The trade time request process must be completed prior to trading time and may be submitted electronically in a form acceptable to the Fire Chief.

**Section 3. Failure to Work.**

The substitute employee who fails to appear and work the exchanged shift, or is not properly excused from duty, shall be subject to disciplinary action.

**Section 4. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 23.**

**TIME OFF FOR ASSOCIATION BUSINESS**

**Section 1. Union Business Pool.**

A. *Establishment of Union Business Pool.* The City shall maintain a Union Business Pool (the “Pool”), to which the members of the Union shall contribute as agreed to herein. The Pool,

upon prior approval of the Fire Chief or his/her designee, may be used by members of the Union's Executive Board (the "Board") and/or members of the Union, if designated by the Board (the "Designees"), in administering this Contract; representing the Union at meetings or events; representing employees at disciplinary hearings, grievances or on other job-related matters; attending seminars or training programs for Union purposes; participating in collective bargaining; conducting elections relating to Union business; and performing other Union business as approved by the Chief.

B. *Pool Funding.* Commencing the first pay period in February, 2017, City shall deduct annually (i) six (6) hours of accrued vacation leave from each member of the Union assigned to shift work and (ii) four (4) hours of accrued vacation leave from each member of the Union assigned to 40-hour work weeks to maintain the Pool. Half of such deduction shall be made from the first pay period in February, and the other half in the first pay period in July. Those Union members, who do not have at least the required number of hours of accrued vacation leave at the time of the first pay period in February and/or July as specified in this Subsection B, shall contribute to the Pool:

- all of their accrued vacation leave on the first pay period in February and July of each Year, and
- the remaining portion of accrued vacation leave every April and September of the City's fiscal year until such Union member has contributed the requisite amount enumerated in this subsection.

1. *Maximum Pool Hours.* In the event that the total hours in the pool reach 1,800 hours, the City shall cease deducting the amounts of accrued vacation leave as specified in Subsection B from those members of the Union, who are not in arrears in their contributions to the fund. The City shall continue deducting the amounts specified in Subsection B from each member of the Union who is in arrears at the time the pool reaches 1800 hours, until such member is no longer in arrears.

Any member may contribute additional vacation time to the Pool so long as the total number of hours in the pool does not exceed 1,800 hours.

2. *Future Union Members.* Members of the Union who join the Union following the effective date of this Agreement, shall contribute to the Pool in the same manner as those that were members of the Union the effective date of this Agreement.

In the event that this contract expires and this Article is not included in the immediately subsequent collective bargaining agreement, the City shall equitably disburse the monies remaining in the Pool at the expiration of this Agreement among the remaining members of the Union who have contributed to the Pool.

## **Section 2. Administration/Use of the Pool.**

A. *Request/Approval of Use of the Pool.* Whenever a member of the Board of the Union and/or a Designee desires to use the Pool, the Union shall make a written request to the Fire Chief

or his/her designee 72 hours in advance of the proposed leave to use the Pool. The Fire Chief for good cause shown may at his/her discretion consider requests which are submitted less than 72 hours in advance. In order for the Pool to be debited, the Fire Chief or his/her designee must approve such leave in writing prior to such leave. If the members of the Board and/or Designees desire to use the Pool to conduct elections relating to Union business, the Union shall include in its request to use the Pool, the time and place for such election, and the names of the members of the Union who will be conducting the election.

- B. *Emergencies.* In emergency situations, as determined in the discretion of the Fire Chief, or his/her designee, and the City Manager, the Fire Chief or his/her designee may order the members of the Union on leave using the Pool or otherwise to report to work for the duration of the emergency. Routine staffing shall not be deemed an emergency.
- C. *Overtime.* If utilization of the Pool requires the Department to pay overtime for another individual filling in for the member of the Union who is using the Pool, the City shall deduct from the Pool the overtime rate (half-time rate) of the individual incurring the overtime if applicable.

**Section 3. Members of the Union’s Executive Board.**

Within ten days after the execution of this Agreement, the Union shall tender to the Fire Chief a list of names of the members of the Union's Executive Board. The Union shall thereafter promptly notify the Fire Chief of any change in the composition of its Executive Board.

**ARTICLE 24.  
COMPENSATION**

**Section 1. Base Compensation.**

Notwithstanding any prior agreements on compensation, employees covered by this Agreement shall be paid base compensation in accordance with the chart in Appendix A for Year 1 (effective the first full pay period after thirty (30) days after the effective date of this Agreement to September 30, 2017), Year 2 (October 1, 2017 to September 30, 2018), and Year 3 (October 1, 2018 to September 30, 2019), which is attached hereto and incorporated herein for all intents and purposes.

**Section 2. Certificate Pay.**

**A. Education.** Employees with the following certifications shall be paid the following monthly certificate pay:

Firefighter Certification	Year		
	1	2	3
Intermediate	\$83.33	\$83.33	\$83.33
Advanced	\$133.33	\$133.33	\$133.33
Master	\$190.00	\$190.00	\$190.00

Employees may receive only one of the above certificate pays per month.

**B. Hazmat Certification Pay.** (Payment contingent upon continued operation of the Regional Hazmat vehicle):

1. Except as provided in subsection B.2 of this section, a firefighter, who is certified by the state as a Hazmat Technician and is required by the Fire Chief, in his sole discretion, to maintain such certification, shall receive \$50 certificate pay on a monthly basis.
2. A fire fighter who is certified by the state as a Hazmat Technician but not assigned to a Hazmat Fire Station, as designated in writing by the Fire Chief, may make a written request, whether via e-mail or otherwise, to the Fire Chief to relinquish his/her Hazmat certification pay. If such request is granted, the Fire Chief shall not assign such person to the Hazmat/Tech Team and the firefighter shall no longer be entitled to receive Hazmat certification pay. Even if a firefighter is no longer entitled to receive certification pay hereunder, such person may keep his/her certification with the state and obtain the required continued educational (CE) hours therefor at his own expense or at the expense of the City with the prior written approval of the Fire Chief.

**C. Paramedic Certification Pay.** An employee who is certified and credentialed as a paramedic shall be paid an additional \$400.00 per month. It is expressly understood and agreed that no employee will be entitled to certification pay under this subsection until such person has successfully completed the Fire Department's paramedic credentialing process as determined by the Fire Chief.

**D. Bilingual Pay.** Emergency response personnel who speak Spanish and pass the City's language proficiency test will be paid bilingual pay of \$50.00 per month. In order to maintain the bilingual pay, employees will be required every three years to recertify by passing the City's language proficiency test.

### **Section 3. Assignment Pay.**

**A. Hazmat Assignment Pay.** (Payment contingent upon initiation and continued operation of the grant funded Regional Hazmat vehicle). A firefighter, who is certified by the state as a Hazmat Technician and regularly assigned to a Hazmat Fire Station as designated by the Fire Chief in writing to staff a Hazmat truck, shall receive \$75 assignment pay on a monthly basis. For purposes of the this section, a firefighter will be considered regularly assigned to a Hazmat Fire Station if the person is required by the Fire Chief to work at such station as indicated on the Baytown Fire Department Staffing Roster.

**B. EMT-P FTO Assignment Pay.** A Certified Medic or Firefighter Paramedic who has successfully completed the credentialing process as determined by the Fire Chief and who is assigned to the role of Paramedic Field Training Officer by the Fire Chief will receive assignment pay of \$50.00 per month for each month in which an EMT-P is assigned to him or her by the Fire Chief for training purposes. The determination of the number of Paramedic Field Training Officers serving at any one time shall be made in the sole discretion of the Fire Chief.

**Section 4. Longevity Pay.**

Longevity will be paid pursuant to Section 141.032 of the Texas Local Government Code on the same basis as it is paid to other City employees.

**Section 5. Administrative Pay.**

Employees (i) within the ranks specified below, (ii) working hours other than the 24-hour on and 48-hour off schedule, and (iii) regularly assigned to administrative duties, with the exception of employees on light duty, administrative leave with or without pay, injury leave, or assigned to training or school or any other temporary assignments, shall receive monthly assignment pay as follows:

Lieutenants .....	\$350
Battalion Chiefs .....	\$350
Assistant Chiefs .....	\$100

The above administrative employees will not be included on the Overtime List to fulfill daily staffing levels.

**Section 6. Appropriations/Reopener.**

All payments in this Agreement are subject to the appropriation of funds by the City Council. If funds are not appropriated in an amount which allows compliance with this Agreement, the action by the City Council shall serve as an automatic reopener of this Agreement on the issue of compensation and monetary benefits.

**Section 7. Pay Checks.**

Employees covered by this Agreement shall receive pay checks at the same frequency as other City employees.

**Section 8. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 25.  
PERSONNEL REDUCTION.**

**Section 1. Method of Reduction-in-Force.**

Personnel Reduction shall be in accordance with Texas Local Government Code Section 143.085.

**Section 2. Recall of Laid-Off Firefighters.**

No new employees shall be hired until the laid-off employee(s) and the Union have been notified by certified mail of the City's intent to hire. The laid-off employee(s) shall give the City notice within fourteen (14) day(s) of his/her intention to return to work. The fourteen (14) day period begins from the date the certified mail was sent to the employee(s).

**Section 3. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 26.  
PROMOTIONS**

**Section 1. Method of Promotions—Assistant Chief.**

The Chief may appoint from within the bargaining unit, at his sole discretion, all Assistant Chiefs. The person(s) so appointed shall serve at the pleasure of the Fire Chief and may be demoted to his/her previously held rank without cause. The Fire Marshal, who is serving in the rank of tested Assistant Chief on the date of execution of this Agreement, shall continue to hold that position, subject to the provisions of Chapter 143. Upon his retirement, termination or demotion, the Fire Chief, at his sole discretion, shall appoint his replacement.

**Section 2. Seniority.**

Seniority points for promotional purposes shall begin to accrue on the employee's date of hire as a firefighter with the Fire Department. Probationary time period is included.

**Section 3. Eligibility for Equipment Operator Promotion.**

Employees shall be eligible to take a promotional examination for the position of Equipment Operator, provided the employee has, immediately prior to the date of the examination, for at least three (3) years, continuously been employed as a Firefighter by the City

of Baytown Fire Department. Probationary periods will be included in the calculation of the three (3) year requirement.

**Section 4. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 27.  
DUTIES**

Employees covered by this Agreement shall not be required to perform the following duties:

1. electrical work;
2. plumbing;
3. carpentry;
4. cleaning City buildings other than Fire Department facilities, and
5. setting up or cleaning up for City picnics or 4<sup>th</sup> of July festivities,

except in the case of an emergency declared by the Mayor of Baytown, by the Harris or Chambers County Judge, or by the Governor of Texas.

**ARTICLE 28.  
POLITICAL ACTIVITY**

**Section 1. Limitations on Political Activities.**

Political activities of employees covered by this Agreement shall be governed by Section 143.086 of the Texas Local Government Code. Except as may be otherwise provided by law, the following additional restrictions on political activity shall apply:

- (1) Solicitation of funds or anything of value by employees for any purpose whatsoever shall be prohibited of or by an employee on the job, unless the employee has the approval of the Chief and/or the City Manager. No employee may be required to make any contribution or may be penalized or rewarded in any way according to his/her response to a solicitation.
- (2) Members of bargaining teams may not negotiate with anyone outside the bargaining sessions or attempt to influence future negotiations by discussing the subject matter of negotiations with any City management personnel, City Council Member, City Council Candidate, City Official, or Board member of the Baytown



Fire Control, Prevention, and Emergency Medical Services District, while teams are in negotiations.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapter 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 29.  
DRUG AND ALCOHOL TESTING**

**Section 1. Present Policy.**

In order to help provide a safe work environment and to protect the public by ensuring that employees are fit to perform their assigned duties, the Employer may continue to enforce its drug and alcohol testing policy for Public Safety employees. Nothing in this Article shall be construed to abolish the existing authority of the City to conduct drug tests.

In the event that the City should determine that modification of the Random Drug Screening Policy for Emergency Response Personnel (City of Baytown Personnel Policy Manual) is necessary, the City shall supply the Union with the proposed change(s) thirty (30) days before the effective date. If the Union wishes to discuss the change(s), the City and the Union shall meet and discuss in good faith, and may agree to modify the changed policy. If agreement on modification is not reached before the effective date, then the changed policy shall go into effect.

**Section 2. Disciplinary Action for Violation of Drug and Alcohol Testing Policy.**

It is understood by the City and the Union that an employee who is disciplined under the provisions of the Random Screening Policy for Emergency Response Personnel (City of Baytown Personnel Policy Manual), shall have all rights of appeal as provided by Texas Local Government Code, Chapter 143, in accordance with Article 30 of this Agreement.

**ARTICLE 30.  
DISCIPLINARY ACTION**

**Section 1. Procedures.**

Disciplinary action(s), including investigations of and disciplinary actions resulting from complaints, will be consistent with Chapter 143 of the Texas Local Government Code, the City

of Baytown's Local Civil Service Rules, the City of Baytown's Personnel Policy Manual, and the Baytown Fire and Rescue Services' Rules and Regulations.

**Section 2. Union Representation.**

Employees covered by this Agreement shall be entitled to have a Union representative present at a meeting with the Fire Chief concerning a written reprimand, suspension, or any other disciplinary matter.

**ARTICLE 31.  
GRIEVANCE PROCEDURE**

**Section 1. Purpose.**

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of this Agreement, not including matters reserved to management in the Management Rights clause in Article 3 or to disciplinary matters covered in Article 30. The Union or any bargaining unit employee 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 specific statement of the grievance and the facts or events on which it is based; (2) the section(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought; and (4) the employee's signature, or if filed by the Union, the signature of the Grievance Committee Chairman or local Union President.

The following matters are not subject to the grievance or arbitration procedure of this Agreement: any purported grievance which is not filed in accordance with the provisions set forth below; any dispute, claim or complaint that does not meet the definition of a grievance as set forth in this Section; and any matters covered by the City of Baytown Charter or Constitutional provisions.

**Section 2. Grievance Procedure.**

The Union President, or his/her authorized representative, may report an anticipated grievance to the Fire Chief in an effort to avert the grievance.

Step 1: An employee who is aggrieved must file a grievance with the Union Grievance Committee within fifteen (15) days of the date upon which the member knew of or should have known of the facts or events giving rise to the grievance. Any deadline in this grievance procedure which falls on a Saturday, Sunday, or Holiday will be extended to the next business day.

A copy of notice of receipt of the grievance shall be forwarded to the Fire Chief or his/her designee by the Union Grievance Committee within three (3) days of receipt of the

grievance. The Union Grievance Committee shall within its sole discretion determine if a grievance exists. If the Union Grievance Committee determines that no grievance exists, it shall notify the Fire Chief in writing that no further proceedings will be necessary. If the Union Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the employee(s) by forwarding the written grievance according to Step 2 of this procedure. Any grievance filed by the Union shall proceed directly to Step 2 of this procedure.

Step 2: Any grievance found to be valid by the Union Grievance Committee shall be submitted to the Fire Chief or his/her designee within three (3) days of the Step 1 ruling. Any grievance filed by the Union shall be filed and submitted to the Fire Chief within 15 days of the date upon which the Union knew or should have known of the facts or events giving rise to the grievance. After receipt of the grievance the Fire Chief or his/her designee shall within twenty-one (21) days submit his response in writing to the Union Grievance Committee.

Step 3: If the grievance is not resolved at Step 2, the Union Grievance Committee, or the Union, whichever filed the grievance, shall submit the grievance in writing to the City Manager or his/her designee within ten (10) days from receipt of the Step 2 decision. The City Manager or his/her designated representative shall review the matter and render a decision in writing to the submitting party(s) within twenty-one (21) days of receipt of the grievance. The City Manager's response to grievances shall be final and binding, with no further right of appeal.

Step 4: At any time before moving the grievance to Step 5, the Union and the City may agree in writing to submit the dispute to mediation. Mediation is optional and requires the Agreement of both parties. The costs of mediation and the mediator will be shared equally by the parties.

Step 5: If the grievance is not resolved at Step 3 or Step 4, the Union shall have ten (10) days from receipt of the City Manager's decision to submit the matter to arbitration. Arbitration will be invoked by the Union Grievance Committee delivering a letter so stating to the City Manager or his/her designee.

If the grievance is submitted to arbitration, the Employer and the Union may, within five (5) days of such request, jointly appoint an agreed upon arbitrator. Upon a failure to agree, the employee and Union shall within five (5) days request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list of arbitrators, the parties shall either mutually agree to select one arbitrator from the list or select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The party requesting arbitration shall make the first strike from the list. 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 selection and the parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

(a) No Discovery

There shall be no pre-hearing discovery permitted; except that the arbitrator may issue subpoenas requiring the production of documents and the attendance of witnesses at the arbitration hearing.

(b) Within thirty (30) days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented a copy of which shall be mailed or delivered to the Union and the Employer.

(c) With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement, unless the arbitrator exceeds his jurisdiction, or if his/her award is procured by fraud or collusion.

(d) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto, excluding Management Rights, as contained in Article 3. A dispute, claim or complaint that does not meet the definition of a grievance, as set forth in Section 1, in this Article, is not subject to any grievance procedure. The arbitrator shall have no jurisdiction or authority to establish provisions of a new Agreement or variations of the present Agreement or to arbitrate away, in whole or in part any provisions or amendments thereof. The arbitrator's decision must be directly related to specifically cited language of this Agreement, excluding Management Rights of any sort. The arbitrator shall not have authority to decide issues involving exercise of Management Rights; otherwise the finding of the arbitrator shall be binding.

(e) The cost of the impartial arbitrator shall be shared equally between the Union and the City. 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.

All time limits set forth in this Article may be extended by mutual consent in writing; but if not so extended, time limits of this Article must be strictly observed. Failure of the Union or the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Union) may proceed to the next Step.

It is specifically and expressly understood that a grievance under this Article shall have as its last Step, final and binding arbitration, which shall constitute an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum, except as provided in Step 5 (c).

## **ARTICLE 32. WELLNESS INITIATIVE**

### **Section 1. Statement of Intent.**

The intent of the Wellness Initiative is to provide a program for all employees covered by this Agreement to assist them in developing and maintaining a high degree of physical and

mental health. This program will be maintained in accordance with the guidelines of the Fire Service Joint Labor Management Wellness-Fitness Initiative. It is the goal of the City to help all employees improve and maintain their physical health, mental health and ability to perform their assigned duties. The Wellness Initiative is designed to promote safe, clear objectives and to provide a supportive, productive atmosphere.

The program contained within this agreement will:

- Be **voluntary and non-punitive**;
- Provide annual medical assessments for all participants;
- Provide annual physical fitness assessments for all participants;
- Provide rehabilitation and remedial support services for all participants;
- Provide nutritional education for all participants;
- Provide support programs in the areas of stress, financial and relationship management; as well as substance abuse and tobacco cessation for all participants;
- Provide peer review and monitoring;
- Provide confidential data collection to determine trends and areas of need within the department by providers agreed upon by the Joint Committee; and
- Establish an on-going Joint Committee that will consist of Fire Chief, Union President, plus up to 5 members from the Union and 5 members from the City to fully develop all components. Committee members may establish subcommittees as needed to consist of up to 3 subcommittee members in addition to the lead committee member to assist in development of the components.
- The Joint Committee will develop the program requirements that will qualify for the Wellness Participant rate on health insurance. When the alternative program is ready, it will be offered.

## **Section 2. Components.**

There are four functional components to the Wellness Initiative:

- Medical,
- Fitness,
- Rehabilitation, and
- Behavioral Health.

Each component is designed to stand alone. Employees may participate in any specific component or combination of components at any time.

The fifth component is Data Collection. Data Collection will be used for analysis purposes to modify and improve the program.

## **Section 3. Medical Component.**

All voluntary participating employees will undergo a comprehensive annual medical assessment based on the guidelines in NFPA 1582. The exam will be performed by a qualified personal physician selected by the employee OR physician/medical group/facility selected by and agreed upon by the Joint Committee. This examination is designed to help identify health

problems affecting the individual, his/her department, and the professional fire service. The results may be used by the employee to seek further care, rehabilitation or remedial services if desired. Individual, personal results will only be provided to the employee and will not be shared with the Fire Chief or City. Anonymous, confidential data will be collected to determine trends and areas of need within the department by a provider agreed upon by the Joint Committee.

The Joint Committee will develop this component and implement no later than October 1, 2017.

#### **Section 4. Fitness Component.**

The following components are designed to assist members and Peer Fitness Trainers by providing target areas for improvement as well as confirmation of successful exercise effort. The Fitness Program, including the annual fitness assessment, will be based on the NFPA 1582 and WFI. The main components of the Fitness Program are:

a. Medical clearance  
All voluntary participating members will be medically cleared to participate through the use of annual medical physical examinations.

b. Fitness Assessments  
Members may participate in annual assessments to evaluate their aerobic capacity, muscular strength, muscular endurance and flexibility. The Joint Committee will develop and implement annual fitness assessments utilizing current available equipment no later than October 1, 2017. By the end of FY19, the City will provide all equipment needed to conduct WFI fitness assessments.

c. On duty time for exercise  
  
Employees will be allowed to participate in 60 to 90 minutes of exercise per shift at a reasonable hour of the day. Employees will be provided with the opportunity to exercise and will be responsible for scheduling time to do so.

**Employees covered by this Agreement are not required to participate in any physical fitness programs except as may be required as a result of a fitness for duty examination given pursuant to Section 143.081 of the Texas Local Government Code.**

d. Peer Fitness Coordinator and Peer Fitness Trainers  
  
The City will establish an adequate number of Peer Fitness Trainers to provide reasonable access to participants as determined by the Joint Committee. By the end of FY19, the City will allow training/certification to provide for at least 6 total peer fitness trainers in the department.

e. Nutrition Education

The City will establish reasonable access for participants to nutritional education as determined by the Joint Committee.

**Section 5. Behavioral Health Component.**

The City will support a behavioral health plan, which may be delivered either through internal or external resources, based on specific elements.

The behavioral health component will:

- Provide an annual confidential behavioral health evaluation to assess concerns/needs in the areas of family/marriage relationships, finances, dealing with stress, work related issues, tobacco cessation and alcohol/substance abuse.
- Establish and maintain services to be available in the following areas:
  - Chaplain for spiritual needs
  - Employee Assistance Program (EAP)
  - Critical Incident Stress Management
  - Substance Abuse
  - Tobacco Cessation

The Joint Committee will develop the component and implement no later than October 1, 2018.

**Section 6. Rehabilitation Component.**

The department will provide a progressive individualized injury, fitness and medical rehabilitation program for on or off the job injuries/illnesses that will ensure full rehabilitation of any affected employee and a safe return to duty status.

The rehabilitation component will:

- Establish a Wellness Liaison(s) (potentially Peer Fitness Coordinators) to be familiar with job requirements and return to duty standards to assist employees in coordinating return to duty;
- Establish an alternate duty program;
- Establish a physical therapy organization familiar with job requirements and return to duty standards; and
- Establish a comprehensive injury prevention program.

The Joint Committee will develop the component and implement no later than October 1, 2019.

**ARTICLE 33.  
TERMINAL LEAVE**

**Section 1. Sick Time Payout Upon Retirement.**

- A. Employees covered by this Agreement who retire while this Agreement is in effect will be entitled to be paid \$0.10 (ten cents) on the dollar for accumulated, unused sick leave provided that they have at least 30 years of service with the City of Baytown.
- B. This payout will be based on current salary and will be applied to sick leave amounts remaining after the 120 day payout authorized by City policy.

**Section 2. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 34.  
RETIREMENT**

The City shall contribute to the Texas Municipal Retirement System on behalf of the employees covered by this Agreement on the same basis as in effect for other City employees.

**ARTICLE 35.  
FIRE/EMS MERGER**

The parties agree that the following clause from the 2010-2016 Agreement of the parties is still in effect:

**Evergreen.**

The terms and conditions of this Article as well as in Article 3 of the Agreement shall survive after the expiration or termination of this Agreement and shall not thereafter be subject to repeal, amendment or modification unless agreed to by the parties.

The prior Fire/EMS Merger Article from the 2010-2016 Agreement is attached as Appendix B, and incorporated by reference herein for all intents and purposes. To the extent that there are any conflicts between this Agreement and Appendix B, Appendix B shall control.



**ARTICLE 36.**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Bulletin Boards.**

The City will allow space on an existing bulletin board or provide space for same in each station for the Union. Articles placed on such board shall be limited to local, state, or national meeting announcements, legislative reports, and safety bulletins. The Fire Chief may require prior approval to post other types of materials. No materials endorsing political candidates, issues, or any other matter that may be considered degrading or derogatory to the City or any City official will be allowed on the board.

**Section 2. Copies of Agreement.**

The City shall post an electronic copy of this Agreement in a manner that makes the document available to each employee covered by this Agreement.

**Section 3. Direct Deposit.**

The City shall maintain a direct deposit system with banks and credit unions for payroll checks during the term of this Agreement.

**Section 4. Mileage Reimbursement.**

An employee required to use his/her private automobile for approved Fire Department business or as a necessity in changing stations after reporting to duty, shall be compensated at the applicable IRS rate, after providing the documentation required by the City.

**Section 5. Information Technology.**

The Executive Board may use the City's e-mail service to make general announcements regarding meetings, conferences, and/or classes or for any other informational purpose; provided that the Executive Board has obtained the approval of the Fire Chief or his/her designee prior to each such use of the City's system.

**Section 6. Labor-Management Committee.**

The City and the Union, having recognized that the cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor Relations Committee. The Labor-Management Committee may consider, discuss, and recommend to the Chief or the City, any problems pertaining to the employment conditions of employees. The Union shall designate its representatives. The City shall designate its representatives. The Labor- Management Committee may meet quarterly, or at the call of either the Union President or the City representative at times mutually agreeable to both parties.

**Section 7. Fitness Program not Required**

Employees covered by this Agreement are not required to participate in any physical fitness programs except as may be required as a result of a fitness for duty examination given pursuant to Section 143.081 of the Texas Local Government code.

**ARTICLE 37.  
SAVINGS CLAUSE**

**Section 1. General Savings Provision.**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of the 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.

**Section 2. Preemption.**

To the extent that any provision of this Agreement conflicts with or changes Chapters 141, 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code. The parties agree that it is not necessary for them to specifically identify exactly which sentences in this Agreement conflict with or change Chapters 141, 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule. Rather, the parties agree that preemption is satisfied by noting it generally at the end of any Article to which preemption applies.

**ARTICLE 38.  
SCOPE OF AGREEMENT**

**Section 1. Scope.**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. The parties agree that in the event there is a clarification or interpretation needed regarding this Agreement, the Union Executive Board shall have the right to execute a Memorandum of Understanding without submission of the MOU to the Union's membership for a vote; however, substantive Amendments to the Agreement shall be submitted to the Union's membership for a vote. For the term of this Agreement, absent mutual agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this

Agreement, even though the subject may or may not have been within the knowledge or contemplation of either party.

**Section 2. Preemption.**

To the extent that any provision of this Article or Appendix Year 1-6 conflicts with or changes Chapter 141, 142, or 143 of the Texas Local Government Code or any other applicable statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

**ARTICLE 39.  
DURATION**

This Agreement shall be effective on January 27, 2017, and will expire at midnight on September 30, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by the Union and the \_\_\_\_ day of \_\_\_\_\_, 2017, by the City.

CITY OF BAYTOWN

BAYTOWN FIREFIGHTERS'  
ASSOCIATION

\_\_\_\_\_  
RICHARD L. DAVIS, City Manager

\_\_\_\_\_  
MARK MEDRANO, President

ATTEST:

ATTEST:

\_\_\_\_\_  
LETICIA BRYSCH, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
IGNACIO RAMIREZ, SR., City Attorney

**APPENDIX A  
SALARY CHARTS**

**Year 1**

**Fire Fighter Paramedic**

Years in Rank	Operations Hourly
1	\$ 22.04
2	\$ 22.70
3	\$ 23.38
4	\$ 24.09
5	\$ 24.81
6	\$ 25.55
7	\$ 26.32

**Equipment Operator**

Tier	Years in Rank	Operations Hourly
1	<b>0-6 mos</b>	\$ 27.64
2	<b>6 mos+</b>	\$ 29.30

**Lieutenant**

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	<b>0</b>	\$ 31.69	\$ 40.95
2	<b>1+</b>	\$ 33.27	\$ 42.99

**Battalion Chief**

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	<b>0</b>	\$ 36.68	\$ 47.40
2	<b>1+</b>	\$ 38.51	\$ 49.77

**Assistant Chief**

Tier	Years in Rank	Hourly
1	<b>0</b>	\$ 53.21
2	<b>1+</b>	\$ 55.88

After completion of probationary period, Fire Fighter will move to Tier 1. Thereafter, Fire Fighter will move to next tier on their anniversary of completion of probation. Annual salary does not include longevity or seniority pay and nothing in the annual salary column shall move with the employee when he/she steps up pursuant to 143.038(b).

## Year 2

### Fire Fighter Paramedic

Years in Rank	Operations Hourly
1	\$ 23.14
2	\$ 23.84
3	\$ 24.55
4	\$ 25.29
5	\$ 26.05
6	\$ 26.83
7	\$ 27.64

### Equipment Operator

Tier	Years in Rank	Operations Hourly
1	0-6 mos	\$ 29.02
2	6 mos+	\$ 30.76

### Lieutenant

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	0	\$ 33.27	\$ 43.00
2	1+	\$ 34.93	\$ 45.14

### Battalion Chief

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	0	\$ 38.51	\$ 49.77
2	1+	\$ 40.44	\$ 52.26

### Assistant Chief

Tier	Years in Rank	Annual Salary
1	0	\$ 116,221
2	1+	\$ 122,032

After completion of probationary period, Fire Fighter will move to Tier 1. Thereafter, Fire Fighter will move to next tier on their anniversary of completion of probation. Annual salary does not include longevity or seniority pay and nothing in the annual salary column shall move with the employee when he/she steps up pursuant to 143.038(b).

**Year 3**

**Fire Fighter Paramedic**

Years in Rank	Operations Hourly
1	\$ 24.30
2	\$ 25.03
3	\$ 25.78
4	\$ 26.56
5	\$ 27.35
6	\$ 28.17
7	\$ 29.02

**Equipment Operator**

Tier	Years in Rank	Operations Hourly
1	<b>0-6 mos</b>	\$ 30.47
2	<b>6 mos+</b>	\$ 32.30

**Lieutenant**

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	<b>0</b>	\$ 34.93	\$ 45.14
2	<b>1+</b>	\$ 36.68	\$ 47.40

**Battalion Chief**

Tier	Years in Rank	Operations Hourly	Admin Hourly
1	<b>0</b>	\$ 40.44	\$ 52.26
2	<b>1+</b>	\$ 42.46	\$ 54.87

**Assistant Chief**

Tier	Years in Rank	Annual Salary
1	<b>0</b>	\$ 122,032
2	<b>1+</b>	\$ 128,134

After completion of probationary period, Fire Fighter will move to Tier 1. Thereafter, Fire Fighter will move to next tier on their anniversary of completion of probation. Annual salary does not include longevity or seniority pay and nothing in the annual salary column shall move with the employee when he/she steps up pursuant to 143.038(b).

## APPENDIX B

### ARTICLE 32 (2010-2016 Agreement) FIRE/EMS MERGER

#### **Section 1. Statement of Intent.**

The intent of this Article is to provide for the merger of the Baytown Emergency Medical Services Division of the Baytown Health Department into the Baytown Fire Department:

- a. to extend to those persons hired by the City of Baytown prior to the Effective Date hereof as Medics civil service benefits pursuant to Chapter 143 of the Texas Local Government Code, except as otherwise provided in this Article;
- b. to offer necessary fire cross training and certifications to Medics and to assure that the Certified Medics form an integral part of the City's fire protection activities; and
- c. to assure that over time the fire prevention and suppression service and the ambulance and medical services are substantially related within one department for the purposes of the Fair Labor Standard's Act's overtime exemption allowed to municipalities for fire suppression personnel and to assure that all Fire Department employees qualify as employees hired after the Effective Date are engaged in fire protection activities as per federal law.

#### **Section 2. Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Certified Medic* shall mean Medics of any classification who become certified as firefighters within the Transition Period.

*Chapter 143* shall mean Chapter 143 of the Texas Local Government Code

*Effective Date* shall mean the date that this Third Amendment is executed by the City Manager, which shall in no event be before January 1, 2013.

*EMS* means emergency medical services.

*Firefighter Paramedic* shall mean a person who:

- (i) is not a Medic on the Effective Date;
- (ii) is employed by the City as a firefighter of any classification; and
- (iii) has obtained and maintains his firefighter certification from TCFP and his paramedic certification from the TDSHS.

*Medic* shall mean those persons who are not firefighter certified and who were employed by the City of Baytown and held the positions of Paramedic, Senior Paramedic, Paramedic Supervisor, or EMS Coordinator in the Baytown Health Department immediately prior to the Effective Date hereof. Such persons are specifically identified in Appendix 2 of this Agreement, which appendix is attached hereto and incorporated herein for all intents and purposes. A Medic shall not include a person who is or becomes a Certified Medic.

*Medical Division of the Fire Department* shall mean personnel of the Fire Department whose primary duties pertain to EMS operations rather than fire suppression, fire prevention, fire training, fire safety education, fire maintenance, fire communications, fire photography, fire administration and fire arson investigation.

*TCFP* shall mean the Texas Commission on Fire Protection or any successor agency that is accredited in state by International Fire Service Accreditation Congress.

TDSHS shall mean the Texas Department of State Health Services or any successor agency that is responsible for certification of licensed paramedics in the state.

*Transition Period* shall mean the six-year period commencing on the Effective Date during which Medics may become Certified Medics.

### **Section 3. Merger of EMS Division into Fire Department.**

(a) **Merger.** On the Effective Date, the Emergency Medical Services Division of the Baytown Health Department will be transferred to and merged into the Baytown Fire Department in accordance with the terms specified in this Article.

(b) **Civil Service Status.** On the Effective Date, each Medic will be transferred to the Fire Department and given the status of civil service employee under Chapter 143 subject to the terms of the Agreement and this Third Amendment without being required to take a competitive examination. Such persons shall for all intents and purposes be considered as being appointed in substantial compliance with Chapter 143 of the Texas Local Government Code.

(c) **Bargaining Unit Status.** On the Effective date, each Medic will become part of the Fire Department bargaining unit for purposes of representation as defined and provided for in Chapter 174 of the Texas Local Government Code. Each Medic has the right to join and maintain membership in the Union. Likewise, each Medic has the right to refrain from joining, or to withdraw from membership in the Union. Neither the City nor the Union shall exert any pressure for or against any Medic in regard to such matters.

### **Section 4. Effect on Firefighters.**

(a) **Paramedic Certification.**



(1) **Not Required.** Firefighters hired on or prior to the Effective Date will not be required to become or remain certified by TDSHS as paramedics. Firefighters without such certification, however, will not be eligible to test for any position in the Medical Division of the Fire Department.

(2) **Required.** Firefighters hired on or after the Effective Date may be required by the Fire Chief to be or become certified by TDSHS as paramedics subject to Article 3 of the Agreement.

(b) **Temporary Assignments.** Firefighters who are hired on or after the Effective Date, may be temporarily assigned by the Fire Chief to duties in the Medical Division of the Fire Department. Firefighters, who were hired before the Effective Date, may be temporarily assigned by the Fire Chief to duties in the Medical Division of the Fire Department only if the firefighter consents such temporary assignments in writing, whether by e-mail or otherwise.

**Section 5. Medics.**

(a) **Classifications/Positions.**

(1) **Establishment.** The classifications and the number of positions created in subsection (b) of this section are provided for and established without the necessity of any action by the Civil Service Commission or the City Council.

(2) **Creation and Abolishment.** The classifications and positions created and/or abolished pursuant to the terms of this article after the Effective Date shall be deemed provided for and established without the necessity of any action by the Civil Service Commission or the City Council.

(3) **Record.** The Director of Civil Service shall maintain the official record of the classifications and number of positions in each classification created or abolished pursuant to this Agreement, which record shall be binding on the parties hereto,

(b) **Assignment to Classifications.** On the Effective Date, Medics will be placed in the classifications and positions created by the City Council as follows:

<b>Position in the EMS Division of the Health Department</b>	<b>Classification in the Fire Department</b>
Paramedic	Non-Fire Paramedic
Senior Paramedic	Non-Fire Paramedic
Paramedic Supervisor	Non-Fire Paramedic Supervisor
EMS Coordinator	EMS Coordinator

The parties understand and agree that there will be no person, other than a Medic, who will hold a position in the classifications hereinabove. As Medics leave the Fire

Department through retirement, resignation or otherwise, the number of authorized positions in the above-referenced classifications shall be reduced accordingly. Additionally, once a position in one of the classifications hereinabove is abolished as provided in subsection (f) of this section after the promotion of a Firefighter Paramedic, the number of authorized positions in the classification shall be reduced accordingly.

(c) **Duties.** The duties of persons within the classifications of Non-Fire Paramedic, Non-Fire Paramedic Supervisor, and EMS Coordinator will be allocated and assigned in accordance with and subject to Article 3 of this Agreement. It is understood and agreed by the parties hereto that a Certified Medic may be assigned to work paramedic and/or firefighter assignments. Certified Medics shall be assigned by the Fire Chief to duties in the Medical Division of the Fire Department. A Certified Medic may be temporarily assigned by the Fire Chief to duties in the Fire Department other than those associated with the Medical Division of the Fire Department only if the Certified Medic requests such temporary assignment in writing , whether by e-mail or otherwise.

(d) **Temporary Duties in Higher Classification.** Without being considered a promotion or count as time in grade, the Fire Chief may designate a Medic from a lower classification to temporarily fill a position of another Medic in a higher classification based upon the classification hierarchy established in subsection g(1) of this section. The Fire Chief may also designate a Firefighter Paramedic to temporary fill a position of a Medic in a higher or equivalent position in lieu of designating a Medic.

(e) **Paramedic Certification.** All Medics classified as a Non-Fire Paramedic, Non-Fire Paramedic Supervisor, and EMS Coordinator shall be required to maintain their paramedic certification in order to continue employment in the Baytown Fire Department.

(f) **Fire Certification.**

- (1) **Not Required.** No Medic will be required to obtain firefighter certification from the TCFP as a condition for continued employment in the Fire Department. A Medic who does not obtain firefighter certification will be assigned to work paramedic and non-firefighter assignments.
- (2) **Permitted.** During the Transition Period only, a Medic may submit a written request to the Fire Chief to become certified as a firefighter by the TCFP at the City's expense and on City time. The Fire Chief, in his sole discretion, may grant such request and/or place conditions thereon if adequate funds are budgeted within the Fire Department's budget for such purposes and if the Medic has not attempted to obtain such certification under this subsection on more than two (2) occasions during the Transition Period. The Parties agree for and on behalf of the Medics that if a Medic does not obtain the Fire Chief's approval of a request to

become certified as a firefighter by the TCFP at the City's expense and on City time, he may pursue such certification on his own time and at his own expense and shall not seek tuition reimbursement or compensation of any sort for the time spent seeking to obtain such certification on his own. The failure of the Fire Chief to grant a request to become certified, to pay for time spent in becoming certified and/or to pay tuition reimbursement shall not be subject to grievance procedure in this Agreement.

**(3) Obtained.**

- a. If a Medic in the classification Non-Fire Paramedic obtains his firefighter certification, a new position in the classification Fire Fighter shall be created and the classification and such person's position in the classification of Non-Fire Paramedic shall be abolished.
- b. If a Medic in the classification Non-Fire Paramedic Supervisor obtains his fire fighter certification, a new position in the classification Lieutenant shall be created and such person's position in the classification of Non-Fire Paramedic Supervisor shall be abolished.

Those Medics, who were in the classification Non-Fire Paramedic Supervisor on January 7, 2013, who obtained his/her fire fighter certification prior to October 1, 2014, and held a position in the classification of Battalion Chief prior to October 1, 2014, shall, effective October 1, 2014:

1. hold a position in the classification of Lieutenant;
2. be entitled to count the time period in which such person served as a Battalion Chief as time in rank as a Lieutenant for purposes of determining the appropriate tier in the salary schedule in Appendix Years 5-6;
3. be paid the same base salary as such person made on the day prior to October 1, 2014, but shall not be entitled to an increase in base salary until the annual base salaries of those in the classification Lieutenant, who have not been reclassified in accordance with this subsection b, equal or exceed the base salary of the reclassified persons, at which time all persons in the classification of Lieutenant

with equal years of service in such classification shall be paid the same;

4. be entitled to receive the same percentage increase in the form of quarterly payments as others in the classification of Lieutenant, who have not been reclassified in accordance with this subsection b, receive in the form of base salary. The quarterly payments shall be made as follows:

<b>Quarter</b>	<b>Quarter Period</b>	<b>Payment Date</b>
Q1	January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 30
Q2	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 31
Q3	July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 31
Q4	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 31

All quarterly payments will be subject to FICA, TMRS and other withholding taxes as a regular check. Employees and the Union understand and agree that any quarterly payments provided for in this subsection are only for the period in which the base salary of those in the classification of Lieutenant, who have not been reclassified in accordance with this subsection b is less than the base salary of the Lieutenants, who have been reclassified in accordance with this subsection b. The quarterly payments shall not be construed to be a part of base salary or any other pay identified by state or federal law, including, but not limited to, Chapters 141, 142 and 143 of the Texas Local Government Code; and

5. have no right of appeal to the Civil Service Commission, a third party hearing examiner or any court regarding any matter arising out of or resulting from the reclassification as provided for in this subsection b, as the parties understand and agree that the reclassification is neither a demotion nor any form of discipline
- c. If the Medic in the classification EMS Coordinator obtains his firefighter certification, a new position in the classification Assistant Chief shall be created and the classification and such person's position in the classification of EMS Coordinator shall be abolished.

(g) **Promotions.**

(1) **Transition Period.** Medics will not be eligible for promotion except during the Transition Period during which such persons may be promoted only to those classifications referenced in subsection (b) of this section.

a. **Non-Fire Paramedic Supervisor.** During the transition period, promotions due to a vacancy in the classification of Non-Fire Paramedic Supervisor shall be either by appointment of the Fire Chief or as a result of an open competitive exam, as determined by the Chief in his sole discretion. If the promotion is based upon a competitive promotional exam, eligibility for promotion shall be in accordance with Sections 10.01 through 10.03 of the Firefighters' & Police Officers' Civil Service Rules and Regulations.

1. If a Lieutenant is appointed or an Equipment Operator, meeting the eligibility requirements for promotion to Lieutenant as specified in Sections 10.01 through 10.03 of the Firefighters' & Police Officers' Civil Service Rules and Regulations, is promoted based upon a competitive promotional exam, the position in the classification Non-Fire Paramedic Supervisor shall be abolished and a new position in the classification of Lieutenant shall be created to which such person shall be assigned or promoted.

2. If a Certified Medic is promoted, the position in the classification Non-Fire Paramedic Supervisor shall be abolished and a new position in the classification of Lieutenant shall be created to which such person shall promote.

3. If a Medic who is not a Certified Medic is promoted to Non-Fire Paramedic Supervisor, the position in the classification Non-Fire Paramedic shall be abolished

b. **EMS Coordinator.** During the transition period, promotions to the classification of EMS Coordinator, if the classification exists, shall be by appointment of the Fire Chief without a test. The Fire Chief may appoint a Medic or a Firefighter Paramedic. If a Firefighter Paramedic is promoted, the position in and the classification of EMS Coordinator shall be abolished and a new position in the classification of Assistant Chief within the Medical

Division of the Fire Department shall be created to which such person shall promote.

(2) **During and After the Transition Period.** Certified Medics, with the exception of those persons who never held a position in the classification of Fire Fighter within the Department during the Transition Period, will be eligible for promotion during the Transition Period and any time thereafter; provided the applicable time in rank provisions herein and/or in Chapter 143 have been satisfied.

a. **Promotion of Certified Medics in the Fire Fighter Classification.** Certified Medics will be eligible to take the following promotional exams:

1. A Certified Medic who has not continuously held a position of EMS Paramedic within the City of Baytown's Health Department for at least one year on the Effective Date must hold a position in the Fire Department in the classification of Fire Fighter for three years to be eligible to take the promotional exam for Equipment Operator.

2. A Certified Medic who has continuously held a position of EMS Paramedic within the City of Baytown's Health Department for at least one year on the Effective Date must hold a position in the Fire Department in the classification of Fire Fighter for at least two years to be eligible to take the promotional exam for Equipment Operator.

b. **Promotion of Certain Certified Medics in the Lieutenant Classification.** Certified Medics, who attained a position in the classification of Lieutenant during the Transition Period pursuant to Section 5(f)(3)b, are not eligible for promotion by competitive exam and may only be appointed at the sole discretion of the Fire Chief to a position in the classification of Assistant Chief created pursuant to Section 5(f)(3)c or Section 5(g)(1)b.

(h) **Demotions.**

(1) **Medics.** While Medics who are not firefighter certified are eligible for promotion during the Transition Period, such Medics can be demoted at any time in **accordance** with Chapter 143 to the next lower classification available to Medics who are not

firefighters if the same is not abolished. Such classifications to which Medics may be demoted in order of hierarchy are as follows:

Hierarchy of Classifications
EMS Coordinator
Non-Fire Paramedic Supervisor
Non-Fire Paramedic

If the classification immediately below the classification from which the Medic is being demoted has been abolished at the time of demotion, the Medic shall be demoted to a position in the next lower classification in the above-referenced hierarchy of classifications. If all of the classifications below the classification from which the Medic is being demoted have been abolished, the Medic shall be dismissed from the Fire Department.

- (2) **Assistant Chief.** If the EMS Coordinator becomes certified as a fire fighter in accordance with Section (5)(f)(3)(c) of this section, he shall serve at the pleasure of the Fire Chief and may be demoted without cause to the classification of Lieutenant within the Medical Division of the Fire Department.

(i) **Reductions in Force.** Personnel reduction shall be in accordance with Texas Local Government Code Section 143.085; provided however, the position immediately below the vacated or abolished position in the classifications listed in Section 5(b) shall be as follows listed from highest to lowest:

Hierarchy of Classifications
EMS Coordinator
Non-Fire Paramedic Supervisor
Non-Fire Paramedic

If the classification immediately below the classification held by the Medic at the time of the reduction in force has been abolished, the Medic shall be demoted to a position in the next lower classification in the above-referenced hierarchy of classifications. If all of the classifications below the classification from which the Medic is being demoted as a result of the reduction in force have been abolished, the Medic shall be dismissed from the Fire Department. Medics who have been laid off shall not be subject to recall after a reduction in force unless they are certified as firefighters at the time of the reduction in force and of the recall.

(j) **Seniority.** A Medic's years of employment with the City prior to the Effective Date shall be counted only for purposes of longevity pay, accrual benefits, and retirement. If on the day prior to the Effective Date, a Medic is employed with the City

as a Paramedic or Senior Paramedic, such Medic's years of employment prior to the Effective Date as a Paramedic or Senior Paramedic shall be counted only for purposes of determining the appropriate tier in the Fire Fighter classification in the compensation plan as detailed in Article 23. If on the day prior to the Effective Date, a Medic is employed with the City as a Paramedic Supervisor or an EMS Coordinator, such Medic's years of employment prior to the Effective Date shall not be counted for purposes of determining the appropriate tier in the Battalion Chief or Assistant Chief classification in the compensation plan as detailed in Article 23, as such individuals shall be placed in the lowest tier of such classifications after being certified as a firefighter. A Medic's seniority for purposes of promotion shall be determined in accordance with subsection (g) of this section or Chapter 143, as applicable.

### **Section 6. Compensation.**

(a) **Medics.** Medics in the classifications created pursuant to Section 5(b) of this Article shall be paid their same rate of pay as they received on the day prior to the Effective Date. Such rate may be increased if:

1. an across-the-board raise is paid to all of the non-civil service employees of the City,
2. a bonus payment is paid to all of the non-civil service employees of the City, or
3. a merit raise is offered to non-civil employees of the city.

Any increase will be paid in the same manner and at the same time as the same is paid to non-civil service employees provided, however, if a merit increase is offered, then the rate of pay will be increased by the average percentage merit increase budgeted. All such increases shall be subject to FICA, TMRS and other withholding taxes.

Notwithstanding the foregoing, any increase authorized by this subsection, which would result in the Medic receiving compensation in excess of the tier to which such Medic would move if the Medic became a Certified Medic, shall be paid as quarterly payments and shall not be construed as part of the Medic's base pay or any other pay identified by state or federal law, including, but not limited to, Chapters 141, 142 and 143 of the Texas Local Government Code. All such quarterly payments will be subject to FICA, TMRS and other withholding taxes.

(b) **Certified Medics.** Except as provided in subsection (c), Certified Medics shall be paid the greater of the following:

1. their same rate as they received on the day prior to the Effective Date or
2. the base compensation specified in Appendix Years 5 - 6 of the Agreement at the tier that corresponds to their time in service as a City of Baytown EMS Paramedic, Senior Paramedic, or Paramedic



Supervisor of the equivalent classification based upon the following chart:

<b>Classification of Non-Certified Medics</b>	<b>Classification of Certified Medics in the Fire Department</b>
Non-Fire Paramedic	Fire Fighter
Senior Paramedic	Fire Fighter
Non-Fire Paramedic Supervisor	Lieutenant

If a salary increase is negotiated for members of the bargaining team, any Certified Medic whose salary on the day prior to the January 7, 2013, is higher than his appropriate tier in Appendix 1 Years 1 - 5 will not be eligible for a salary increase but will receive the average percentage of the negotiated salary increase for the Fire Fighter classification paid as a quarterly bonus. Such quarterly bonus shall not be construed as part of the Certified Medic's base pay or any other pay identified by state or federal law, including, but not limited to, Chapters 141, 142 and 143 of the Texas Local Government Code, except as otherwise required by law. All such quarterly payments will be subject to FICA, TMRS and other withholding taxes.

**(c) Certified Medic in Battalion Chief or Assistant Chief Classification.**

A Certified Medic in the classification of Battalion Chief or Assistant Chief shall be paid the greater of the following:

1. his same rate as they received on the day prior to the Effective Date or
2. the base compensation specified in Appendix Years 1 - 5 of the Agreement for a Tier 1 Battalion Chief or a Tier 1 Assistant Chief, as appropriate, which compensation may increase thereafter based upon number of years the Certified Medic has held a position in such classification.

**Section 7. Effect on decisions of the Civil Service Commission and Third Party Hearing Examiners.**

Third Party Hearing Examiners as well as the Civil Service Commission shall be bound by the terms of this article in making decisions pertaining to Medics. Should a third-party hearing examiner, the Baytown Civil Service Commission or any successor thereto make a decision which is contrary to the terms and conditions contained herein, the parties understand and agree that such decision shall be deemed to be beyond the jurisdiction of the third-party hearing examiner, the Baytown Civil Service Commission, or any successor, and such decision will be interpreted by the parties in accordance with this Article.

### **Section 8. Interpretation**

The parties expressly understand and agree that a “fire emergency vehicle” as used in such section shall not be deemed to include any ambulance or any other emergency vehicle used by Medics or firefighters assigned to the Medical Division of the Baytown Fire Department. The Parties agree for and on behalf of all employees covered by this Agreement that the failure to assign four (4) personnel of any classification to operate an ambulance or any other emergency vehicle used by Medics or firefighters assigned to the Medical Division of the Fire Department shall not be subject to grievance procedure in this Agreement or to any other administrative or judicial review.

### **Section 9. Preemption.**

To the extent that any provision of this Article conflicts with or changes Chapters 141, 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, or local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

### **Section 10. Evergreen.**

The terms and conditions of this Article as well as in Article 3 of the Agreement shall survive after the expiration or termination of this Agreement and shall not thereafter be subject to repeal, amendment or modification unless agreed to by the parties.