

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF GALVESTON, TEXAS**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 571**

**Effective October 1, 2016 through September 30, 2019**

Executed: 8/5/2016

Ratified by:

City: 7/26/2016

Union: 8/5/2016

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**ARTICLE 1  
PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into by and between the **CITY OF GALVESTON, TEXAS**, hereinafter referred to as **CITY** and **LOCAL 571, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereinafter referred to as **UNION**, to achieve and maintain harmonious relations between the parties hereto and to provide for more effective productive service in the public interest.

**ARTICLE 2  
RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for all Fire Department employees as required by the **Texas Local Government Code**, Chapter 174, "Texas Fire and Police Employee Relations Act" (formerly Tex. Civ. Stat. Art. 5154c-1), and will deal exclusively with the Union on all matters subject to bargaining. No portion of this Agreement shall be applicable to, and the Union will not seek to represent, any employees outside the bargaining unit as required by **Texas Local Government Code, Chapter 174**.

The Union recognizes the City Manager, or designee, as the sole and exclusive bargaining representative of the City and will deal exclusively with such person on matters subject to bargaining.

**ARTICLE 3  
AUTHORITY AND TERM**

1. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the City's fiscal year.
2. It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, preferably within ten (10) City Hall recognized work days after receipt of written notice from the Union, for purposes of collective bargaining. Such meeting shall be for the purposes of setting dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of any applicable statutory dates or deadlines.
3. This Agreement shall be effective from October 1, 2016 until September 30, 2019.
4. In the event the parties fail to reach a new agreement, this Agreement shall continue in full force and effect until September 30, 2020.

**ARTICLE 4  
MANAGEMENT RIGHTS**

It is understood that the management and direction of the working force is vested exclusively in the City as the Employer, except as specifically and unequivocally abridged, delegated, granted or modified by the specific guarantees of this Agreement or as may be limited by the laws of the State of Texas and in accordance with the provisions of the Texas Local Government Code Chapter 143, et seq., as amended. The City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign or transfer employees, to increase or decrease the work force, to determine the number and size of the work shifts, to grant paid and unpaid leaves of absence. The City has the right to determine the number of and assign employees to jobs, to determine the hours of work, to make and enforce work rules for the purposes of efficiency, safe practices, or discipline; to establish performance standards and to review employees under these standards. The City has the right to determine the equipment to be used; to make technological changes; to select employees for and require overtime; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers, and prerogatives the City had prior to the signing of this Agreement, not specifically ceded in this Agreement, remain vested exclusively in the City. No arbitrator has the power to amend or limit management rights as outlined above. The fact that the Union or City has acquiesced to a pattern of activity will not serve to nullify the management's rights to this Article, except as modified by the provisions of this Agreement.

**ARTICLE 5  
MAINTENANCE OF STANDARDS**

Except as otherwise limited by other provision of this Agreement, all negotiable matters, such as economic benefits, currently in effect with respect to the members of the Galveston Firefighters will not be changed for the duration hereof unless by mutual consent.

It is understood that "other provisions" of this Agreement shall include all articles contained within this Agreement including management rights.

**ARTICLE 6**  
**APPEALS AND GRIEVANCE PROCEDURE**

1. All appeals of employees' disciplinary matters, including reprimands, suspensions, demotions, promotions, and promotional passovers, and/or terminations, and appeals of all other types heretofore heard by the Civil Service Commission shall continue to be heard by the Civil Service Commission and with all rights of appeals as provided in the Texas Local Government Code, Chapter 143, et seq. as amended; however, an employee may also appeal a disciplinary action to a Hearing Examiner in accordance with Section 143.057 of the Texas Local Government Code.
2. For alleged violation of the contract, only the contract grievance procedure will be followed to resolve said violation.
3. The Union President or designee may report an impending grievance to the Fire Chief in an effort to prevent or forestall its occurrence.
4. Grievance Procedure: Within ten (10) work days (work days are Monday through Friday excluding City recognized holidays) of the facts giving rise to an alleged grievance the Union or any member of the bargaining unit may file with the City a grievance under the provisions of this Agreement. The grievance must be reduced to writing and state the Articles and/or sections of the contract allegedly violated and the remedy or resolution sought and must be signed by the aggrieved party or, in case of the Union, by the local President or the Grievance Committee Chairman. Following are the steps the parties shall follow in filing grievances:

**Step 1.** The employee shall submit the grievance to the Union Grievance Committee within seven (7) work days of the facts giving rise to the alleged grievance. The Union Grievance Committee shall within three (3) work days submit notice of receipt of the written grievance to the Fire Chief. The Union Grievance Committee shall determine in its sole discretion if a grievance exists. If the Union Grievance Committee finds that a grievance does not exist, it shall notify the Fire Chief that no further proceedings will be necessary. If the Union Grievance Committee believes further processing of the grievance is warranted, it shall file a written appeal to the Fire Chief within ten (10) work days after the receipt of the written grievance.

**Step 2.** The Fire Chief shall submit the Chief's answer in writing to the employee involved and to the Union within ten (10) work days after receiving the written grievance from the Union Grievance Committee.

**Step 3.** If the grievance remains unresolved after Step 2, the Union shall deliver the grievance to the office of the City Manager, or the City Manager's designee, not later than five (5) workdays after receiving the Fire Chief's answer. The City Manager shall submit a written answer to the employee involved and the Union within ten (10) work days after receiving the written grievance from the Union Grievance Committee.

**Step 4.** If the grievance remains unresolved, it may be submitted to arbitration if a written notice of intent to arbitrate the matter is received by the City Manager, or designee, within five (5) workdays after the Step 3 answer. A list of seven (7) names of National Academy of Arbitrators' members will be requested from the Federal Mediation and Conciliation Service or the American Arbitration Association if the parties cannot mutually agree to an arbitrator within five (5) work days after the receipt of the letter of intent to arbitrate. Within ten (10) work days of receipt of the list of arbitrators the parties shall meet to alternately strike names until one arbitrator remains who shall be the person deciding the case.

If arbitration is chosen, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without authority to make a decision contrary to or inconsistent with, or modifying, or varying in any way, the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance award shall be retroactive more than seven (7) work days beyond the date on which the grievance was presented in writing. The parties shall share the fees and expenses of the arbitrator equally.

Improperly filed grievances, complaints which do not meet the definition of a grievance, matters which would involve a change of any of the terms and conditions of this Agreement, including management rights, the City Charter, ordinances and other state and federal statutes are not subject to the grievance procedure. Both parties recognize the mutual obligation to review, interpret and apply this contract objectively and in good faith, and agree to implement this article accordingly, rather than engaging in an inevitably adversarial process during its term.

Failure of the Union or the employee filing the grievance to comply with time limits set forth above 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 employee or Union may proceed to the next step. The parties may mutually agree to extend time limits called for in this article.

## **ARTICLE 7 RULES AND REGULATIONS**

It is agreed that the current Fire Department Rules and Regulations are in effect and, when in conflict with the 1948 Civil Service Commission's Rules and Regulations as they currently exist or as shall be amended, shall prevail over the 1948 Civil Service Commission's Rules and Regulations on items relating to the rules and operations of the Fire Department.

The Fire Chief shall have the right to add to, delete from, or change the Fire Department Rules and Regulations.

## **ARTICLE 8 VACATION**

1. No vacations will be allowed before anniversary date; exceptions will be subject to the Fire Chief's approval, or designees. Such designee shall be limited to the rank of Battalion Chief on shift.
2. The Battalion Chief of each shift shall compile a seniority list by October 1st of each year.
3. Every person shall be prepared to indicate their vacation choices by October 15th of each year.
4. A tentative vacation list shall be compiled and maintained by the Battalion Chief for each shift by November 15th of each year.
5. The vacation list shall be compiled in the following manner:
  - A. Seniority. "Seniority" as used in this item 7, shall mean the number of years of service with the Galveston Fire Department
  - B. In the event of a tie based on seniority the selection will be made as follows:
    - (1) The highest score on the test given at the end of the Galveston Fire Academy.
    - (2) If seniority and the Galveston Fire Academy scores are tied, the highest entrance exam score shall prevail.
    - (3) In the event scores from the Galveston Fire Academy or the entrance exams are not available, selection will be based on the State Certification scores.
6. Splitting of vacations shall be allowed under the following conditions:
  - A. If the first choice of vacation is during the months of June, July, or August, only five consecutive shifts may be taken.
  - B. After the first choice has been expended, the second choice, also by seniority, shall be available for all open months, and thereafter the third choice, if applicable. During the initial scheduling period and after the third choice is complete, any employee that still has time left of their yearly allocated vacation shall be allowed to fill any open slots by seniority, prior the Battalion Chief turning in the vacation list.
  - C. The first choice may be an entire month during January through May or September through December only.
7. The maximum number of suppression personnel to be off on scheduled vacation during any time shall be five (5) per shift. Scheduled vacation shall be defined as any vacation request that has been submitted to the requestor's perspective Battalion Chief, in writing,

at least one shift prior to the shift being requested off, regardless of staffing. Unscheduled vacation slots will be granted above the maximum of five (5) on vacation, if manpower is available and no overtime is incurred. Unscheduled vacation shall be defined as any vacation request granted above the maximum of five (5) on scheduled vacation. Unscheduled vacation slots shall not be granted prior to the morning of the shift requested and only if manpower is available and no overtime is incurred.

It is further agreed that vacation requests will be acted upon as soon as they are submitted, so that each request can be filled in a timely manner. Once filled and approved, it shall not be rescinded, except by mutual agreement.

8. In the event of a transfer:
  - A. the employee involved will, whenever possible as determined by the Fire Chief, retain the employee's original vacation.
  - B. Battalion Chiefs shall post in all stations, within 24-hours of the vacancy, vacancies that occur on city recognized holidays. The Battalion Chiefs shall fill such vacancies by seniority within 10 calendar days. Day one shall be the first day following the day of posting.
9. In the event of an emergency, the Fire Chief may cancel vacation leave. As used in this section 9, "emergency" shall mean a potential hurricane or a state of emergency or local disaster as declared by the Mayor, City Manager, or other City, State, or Federal official as required by applicable law.
10. The City may buy vacation from a Firefighter, by mutual agreement. Such option shall be available equally to all bargaining unit members.
11. Vacation accrual:
  - A. Vacation earned and holidays granted will be added and the result posted on the first paycheck of each month at the following rates less than 10 years' service at 25 hours per month, 10 – 19 years' service at 30 hours per month, and 20 years plus at 35 hours per month.
  - B. Vacation and holiday time used will be subtracted and the result posted on the affected paycheck.
  - C. Vacation and holiday accrual will be limited to a total of 50 days for employees with less than 10 years, 60 days for employees between 10 – 19 years, and employees with 20 years or greater a total 70 days. Any vacation time over the limit shall be lost on and not before January 1<sup>st</sup> of ever year.

## ARTICLE 9 SICK LEAVE

- Section 1. **Definitions.**
- A. For the purpose of this article, the following definitions shall be used:
1. **“Physicians statement”** shall mean a note issued by a medical facility that operates under a licensed physician in support of the illness or injury which states that he or she has examined the employee and that the employee was unable to work due to illness.
  2. **Immediate Family Member** shall mean an individual’s parent(s), spouse, sibling(s) or children.
  3. **Patterns** that will be tracked are as follows:
    - a. Three (3) like days of the week (ex: 3 Mondays, 3 Tuesdays...etc.)
    - b. Two (2) days, that follow the day before a City holiday, the day after a City holiday and the actual City holiday (ex: December 26<sup>th</sup> or December 31<sup>st</sup>)
    - c. Two (2) days of sick leave used prior to or after scheduled vacations
  4. For the purpose of the twelve-month reference regarding being absent for 120 hours, that period will run for a rolling 12 month period (ex: Sick leave taken in March 1, 2016, will stay on record as counting toward the twelve-month total of 120 hours until March 1, 2017.
- Section 2. Sick leave can only be used for an illness or injury of an employee or immediate family member that precludes the employee from working. Employees shall not abuse their sick leave, including exhibiting patterns as described in section 1.
- Section 3. Employees that are absent more than one-hundred and twenty (120) hours in a twelve (12) month time period shall be required to submit a physician’s statement confirming the employee’s inability to work during the period of the absence along with the anticipated date of return to work. The employee shall be subject to the progressive disciplinary process if found to be in violation of any section of this article.
- Section 4. Employees that do not use sick leave throughout an entire six (6) month period shall be allowed to convert 24 hours of sick leave to vacation leave upon proper written request to the Fire Chief. Employees that do not use any sick time for an additional six (6) month period in a consecutive twelve (12) month period, shall be allowed to convert an additional 48 hours of sick leave to vacation leave upon proper written request to the Fire Chief.

Section 5. Separation sick pay.

- A. Firefighters shall be compensated for unused sick pay upon leaving the City based on a twelve (12) hour day up to 90 days or 1,080 hours.
- B. Fire Marshal and Assistant Fire Marshal shall be compensated for unused sick pay upon leaving the City based on an eight (8) hour day up to 90 days or 720 hours.

**ARTICLE 10  
ACTING POSITIONS**

Section 1. Selection of Personnel. Pursuant to the provision of this article, the department head or designee may designate a person from the next lower classification to temporarily fill a position in a higher classification. The designated person shall be entitled to the base salary of the higher classification plus the person's own longevity pay, incentive pay, or any other benefits entitled him during the time the person performs the duties.

Section 2. Selection Process for all Classifications. Effective upon the latest promotion exams for each classification, eligibility lists shall be formulated and remain in existence at all times.

- A. Eligibility List: Only those persons with passing grades on the promotional exam for their respective classification shall be placed on the list. For the purpose of this article, a passing grade shall be a minimum grade of Seventy (70) points. This list shall be used to fill a temporary vacancy and shall have priority over any other list. Selection of personnel from this list shall be made in accordance with the person's score. If a vacancy shall occur, the person on the top of the eligibility list on that shift shall fill that vacancy.
- B. All other vacancies shall be filled with employees within the station that said vacancy occurred.
- C. No employee shall be allowed to act in a higher capacity in the Fire Department until the employee meets the requirements for promotion to the higher position as per state statute. The Fire Chief or designee may deviate from this criteria whenever, it is deemed necessary due to lack of on duty personnel with the credentials required per this article. When a person is designated to fill a higher position due to a vacancy, such person shall complete the assignment, except as otherwise outlined in Section 3 of this Article.
- D. Once the eligibility list has been exhausted, and no one from within that station is eligible to act, the Battalion Chief shall fill the vacancy at the Battalion Chief's discretion.

Section 3. Pre- or Long Term Assignments. Pre-assignments shall be made for the following types of leave:

- |                            |                      |
|----------------------------|----------------------|
| 1. Vacation                | 5. Military          |
| 2. Holiday                 | 6. Injury            |
| 3. Temporary assigned duty | 7. Long Term Vacancy |
| 4. Extended Leave          |                      |

For the purpose of this article, an extended leave shall exist if the person is absent in excess of five (5) shifts, excluding holidays and vacation. If a person is assigned to an Acting Position and it becomes a long term assignment, that person shall continue with that assignment for five (5) shifts, after which time the person at the top of the eligibility list on that shift shall fill such a vacancy.

The Battalion Chief shall make pre-assignments by the previous shift of the date the vacancy is to occur.

In the event that a pre-assigned to a position is absent on the first day of the assignment, the employee shall lose the assignment and the next eligible employee shall fill the position.

Section 4. The City shall not be required to compensate bargaining unit employees for mileage traveled between fire stations.

Section 5. The Fire Chief or Battalion Chief may forego these procedures, but must submit the reason in writing to those persons involved; however, such reasons shall not be arbitrary or capricious.

Section 6. Working Out of Classification.

Any employee covered by this Agreement who is temporarily assigned for four (4) hours or more by the Fire Chief, Battalion Chief, or their designee to a position or rank above that of which the employee normally holds, the employee shall be paid the minimum rate of pay applicable to such higher position of rank during such period.

## **ARTICLE 11 STRIKES AND LOCKOUTS**

The Union may not participate in a strike during the term of this contract nor may the City lock out employees. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted absence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning or coercing any change in terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of

conduct which adversely affects the services of the City, or the concerted participation in a sympathetic strike and picketing in furtherance of the work stoppage.

In the event of a strike, the President of the Union shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this article.

It is recognized by the parties that activities enumerated above are contrary to the ideals of professionalism and to the fire department's community responsibility and that any violation of this article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and obtain legal and/or equitable relief, including legal fees, in any court of competent jurisdiction.

Any employee, who participates in or promotes a strike, as defined in this article, may be discharged or otherwise disciplined by the City or the department.

## **ARTICLE 12 JOB ASSIGNMENTS**

Effective on the signing of this Agreement, employee's job requirements and descriptions shall be consistent with the City of Galveston Fire Department's Rules and Regulations manual, but may be altered, changed or modified by the City Manager.

The Fire Department shall provide basic EMT training either through on duty instruction, or at the discretion of the Fire Chief, granted paid time off, to all employees who wish to become certified. It is understood that the Fire Department co-coordinator/instructor will coordinate with hospitals and ambulance units for employees to participate in mandatory clinical rotations at hospitals or on ambulance units. However, these activities must be accomplished during off duty time. The Fire Department shall provide EMT's with the continuing education training that is necessary to maintain test eligible status for purposes of re-certification.

It is understood that EMT is a minimum status and that EMT-I and/or EMT-P are advanced certifications and require considerably more continuing education hours. Consequently, if an employee currently holds or should an employee obtain an EMT-I or EMT-P certification status the Fire Department shall make available, either through on duty instruction or granted time off to attend necessary training programs, the opportunity to accumulate the required number of continuing education hours to maintain test eligible status for purposes of re-certification.

A minimum pool of 21 ARFF Certified Personnel shall be maintained.

It shall be the responsibility of the Fire Department to provide the training necessary both initially and recurrently, to insure that the employee has the opportunity to maintain the employee's current ARFF status.

It is agreed that if any changes in job requirements or descriptions are made, such changes shall be related to the Fire Department operations.

**ARTICLE 13  
PLACEMENT OF PERSONNEL**

All transfers within the department will be implemented by the Fire Chief on the basis of seniority in rank unless there are overriding department needs or individual qualifications. Transfers given or denied for reasons other than seniority shall be reduced to writing. The Fire Chief shall cause to be posted and maintain a list of vacated positions for a period of at least ten (10) days. Vacated positions may be temporarily filled for such periods. Applications for vacated positions shall be submitted in writing to the Fire Chief.

**ARTICLE 14  
WAGES**

Section 1. The following shall be the four (4) classifications and the eight (8) pay grades of the Galveston Fire Department unless modified by the Civil Service Commission.

Classification 1:

Firefighter I: Firefighters with one (1) through four (4) years' service as a firefighter in the Galveston Fire Department.

Firefighter II: Firefighters with five (5) or more years' service in the Galveston Fire Department.

Classification 2:

Driver I: Drivers with less than five (5) years' service as a driver in the Galveston Fire Department.

Driver II: Drivers with five (5) or more years' service as a driver in the Galveston Fire Department.

Classification 3:

Captain I: Captains with less than five (5) years' service as a Captain in the Galveston Fire Department.

Captain II: Captains with five (5) or more years of service as captain in the Galveston Fire Department.

Classification 4:

Battalion Chief I: Battalion Chiefs with less than five (5) years' service as a Battalion Chief in the Galveston Fire Department.

Battalion Chief II: Battalion Chiefs with five (5) years or more service as Battalion Chiefs in the Galveston Fire Department.

Section 2. During the term of this agreement, those employees meeting the requirement as defined in sections 1 of this article shall automatically receive the wages applicable to the pay grade in their respective classification. The City shall pay the following salaries effective October 1, 2014 and October 1, 2015 as indicated.

It is agreed that an additional Two Hundred and fifty Dollars (\$250.00) shall be added to the base salary for the position of Assistant Chief for vehicle expenses.

Section 3. The monthly salary to be:

**Proposed Monthly Salary  
Suppression Personnel Only**

<b>Pay Grade</b>	<b>Classification</b>	<b>Salary FY 2016-2017</b>	<b>Salary FY 2017-2018</b>	<b>Salary FY 2018-2019</b>
	Based on 112 hours (2912 annually)			
<b>6113</b>	Trainee (12 months)	\$3,317.58	\$3,356.71	\$3,395.83
<b>6114</b>	Firefighter I (Over 1 Year)	\$4,143.17	\$4,154.92	\$4,166.67
<b>6115</b>	Firefighter II (Over 5 Years)	\$4,387.71	\$4,464.69	\$4,541.67
<b>6120</b>	Driver I	\$4,822.71	\$4,886.56	\$4,950.42
<b>6121</b>	Driver II (Over 5 Years)	\$5,112.00	\$5,254.00	\$5,396.00
<b>6130</b>	Captain I	\$5,702.58	\$5,792.13	\$5,881.67
<b>6131</b>	Captain II (Over 5 Years)	\$6,046.58	\$6,228.79	\$6,411.00
<b>6140</b>	Battalion Chief I	\$6,728.08	\$6,858.00	\$6,987.92
<b>6141</b>	Battalion Chief II (Over 5 Years)	\$7,135.50	\$7,376.17	\$7,616.83

Section 4. According to the Fair labor Standards Act 207(k) Suppression personnel shall be on a 21 day pay cycle beginning October 9, 2010 for half time compensation for regular hours worked above 159 except for provisions otherwise provided in Article 21.

Section 5 Cost of Living Calculations for years two and three (FY 2016-2017 & 2017-2018) of this agreement:

In years two (2) and three (3) of this contract an annual cost of living increase will be based on the lower of one percent (1%) or the Consumer Price Index for All Urban Consumers (CPI-U) Houston-Galveston-Brazoria area provided through the U.S. Bureau of Labor Statistics. The percentage change on a year-over-year, twelve months basis as reported for the month of June each year (not to exceed 1 percent) will provide the basis for the cost of living adjustment in the October 1<sup>st</sup> through September 30<sup>th</sup> fiscal year that begins immediately following the June report.

Section 6. Deputy Fire Marshal.

Personnel assigned to this position shall be compensated at the rank held in the Galveston Fire Department. Individuals transferred into the Fire Marshal's office as assistant Fire Marshals shall remain as civil service employees and be governed by all applicable laws including the contract between Firefighters Local 571 and the City of Galveston.

For anyone serving as Fire Marshal or Deputy Fire Marshal there will be an incentive pay of \$93 per month for each of the following incentive pays only:

1. Arson Investigation
2. TCOLE Certification
3. Fire Inspector Certification

Section 7. All personnel assigned to permanently authorized forty (40) hour per week classified positions of the five (5) eight (8) hour days shall receive assignment pay in addition to rank and any other compensation to which they may be entitled at the rate of one hundred seventy-five dollars (\$175) per month.

(These positions would be Fire Marshal, Deputy Fire Marshal(s), and Assistant Chief.).

## **ARTICLE 15 INCENTIVE PAY**

The following incentives have been added to this article and will go into effect year two (2) of this agreement (FY 2017 – 2018). Any increases to existing incentive pays will also be effective year two (2) of the contract.

- Inspector Certificate
- Investigator Certificate
- Driver Operator Certificate
- Fire Officer (I-IV) Certificate
- Incident Safety Officer Certificate
- Wildland Firefighter Certificate
- Hazmat Technician Certificate

Bilingual pay shall be available year one (1) of the agreement (FY 2016-2017). Each employee will be subject to a seven hundred dollar (\$700) incentive cap, excluding the residency stipend. All employees receiving incentive pay above the specified amount at contract date shall be grandfathered.

1. Intermediate Firefighter Certificate. All employees shall be paid the sum of hundred dollars (\$100) per month upon attainment of an Intermediate Firefighter Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
2. Advanced Certificate. All employees shall be paid the sum of one hundred thirty dollars (\$130) per month upon attainment of an Advanced Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
3. Master's Certificate. All employees shall be paid the sum of one hundred dollars (\$165) per month upon attainment of a Master's Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
4. Associate's Degree in Public Safety, Public Management or closely related field. Any employee who has attained an Associate's Degree in Public Safety, Public Management or closely related field shall be paid a sum of one hundred and five (\$105) per month. Employees receiving this incentive prior to October 1, 2016, shall be considered grandfathered and will be eligible to continue receiving this benefit.
5. Bachelor's Degree in Public Safety, Public Management or closely related field. Any employee who has attained a Bachelor's Degree from an accredited four (4) year college or university shall be paid a sum of one hundred fifty -five dollars (\$155) per month. However, only one Bachelor's degree will be paid. Employees receiving this incentive prior to October 1, 2016, shall be considered grandfathered and will be eligible to continue receiving this benefit.
6. Emergency Medical Technician Certificate. Any employee employed as of the effective date of this agreement, and who has a valid Emergency Medical Technician Certificate shall be paid, shall be paid ninety-five dollars (\$95) per month. Incentive pay for EMT and Paramedic are not cumulative to each other. Effective October 1, 2004, the City shall be entitled to require of all future employees an Emergency Medical Certificate as a condition of employment and continued employment, and shall not be obligated to pay EMT incentive pay for such employees.

7. Emergency Medical Technician Intermediate. Any employee who maintains a valid EMT-I Certification shall be paid the amount of one hundred and fifteen dollars (\$115) per month
8. Paramedic Certificate. Any employee who maintains a valid Paramedic Certificate shall be paid two hundred dollars (\$200) per month. There shall be maximum of twelve (12) members of the department receiving paramedic incentive pay at any given time.

Incentive pay for EMT and Paramedic are not cumulative to each other

9. Aircraft Rescue and Fire Fighting Certificate. Any employee who maintains a valid Aircraft Rescue and Fire Fighting Certificate shall be paid fifty-five dollars (\$55) per month.
10. Intermediate Instructor Certificate. Any employee who maintains a valid Intermediate Instructor Certificate shall be paid twenty dollars (\$20) per month. There shall be maximum of fifty (50) members of the department receiving Intermediate Instructor incentive pay at any given time.
11. Bilingual pay. Any employee who is required to regularly speak, read and write a second language on the job shall receive bilingual pay at a rate of seventy five dollars (\$75) per month. The recipient(s) of the bilingual incentive pay shall be subject to the guidelines set forth in the City's Personnel Policies and Procedures.
12. Inspector Certificate. Any employee who maintains a valid Inspector Certificate shall be paid ninety three dollars (\$93) per month.
13. Investigator Certificate. Any employee who maintains a valid Investigator Certificate shall be paid ninety three dollars (\$93) per month.
14. Driver Operator Certificate. Any employee who maintains a valid Driver Operator Certificate shall be paid twenty dollars (\$20) per month.
15. Fire Officer (I-IV) Certificate. Any employee who maintains a valid Fire Officer certificate (I-IV) shall be paid twenty dollars (\$20) per month.
16. Incident Safety Officer Certificate. Any employee who maintains a valid Incident Safety Officer certificate shall be paid twenty dollars (\$20) per month.
17. Wildland Firefighter Certificate. Any employee who maintains a valid Wildland Firefighter Certificate shall be paid twenty dollars (\$20) per month.
18. Hazmat Technician Certificate. Any employee who maintains a valid Hazmat Technician Certificate shall be paid twenty dollars (\$20) per month.

**ARTICLE 16  
LONGEVITY PAY**

The City shall contribute Four and 50/100 Dollars (\$4.50) per month for each year of service in the Galveston Fire Department to each employee.

**ARTICLE 17  
PENSION**

The City agrees to contribute 14% of each employee's salary to the Galveston's Firemen Retirement & Relief Fund.

**ARTICLE 18  
MANDATORY RETIREMENT**

Retirement will be mandatory at age 70, unless otherwise prohibited by applicable state or federal law. If in the future a lower age would be allowed under applicable state or federal law, then retirement will be mandatory at such lower age.

**ARTICLE 19  
UNIFORMS**

All Galveston Fire Department personnel shall purchase, maintain, and wear the required uniform clothing. This includes all hats, shirts, pants, jackets, ties, socks, shoes, and GFD rank pins and name plates.

Each fiscal year the City agrees to provide a voucher in the amount of six hundred dollars (\$600.00) with a vendor approved by the City. This will be for the purchase of and maintenance of uniforms as described in the Galveston Fire Department's Operations Manual.. This voucher may also be used for the purchase of uniforms to participate in the Galveston Fire Department Honor Guard. This voucher shall be provided during each year of this agreement.

Any changes to the uniform styles, colors or options as outlined in the current policy will require mutual agreement between the Union and Fire Administration. Both the Union and Fire Administration will be involved in the uniform purchasing process but the City has the final decision on the terms of the contract including brands, logo details, badges, name tags and collar brass requirements, cost and terms. Any changes made will take effect 12 months following the change.

No uniform voucher will be given to any employee who has been off work for any reason for more than six (6) months during a fiscal year.

The initial issue of uniforms shall be provided to new Firefighters and beginning the fiscal year thereafter, such Firefighters will begin receiving said allowance. The first issue of stove hats, hat bands, hat badges, name plates, collar insignia and shirt badges for new Firefighters and new promotions shall be the responsibility of the City. Any replacement will be by the member.

It is agreed that all protective clothing and equipment shall be provided by the City. It is understood that the Fire Chief or designee shall determine if an employee's equipment warrants replacement and such replacement shall, when possible, take place within thirty (30) days after receipt of request for replacement.

It is further understood that all requests must be made in writing. In the event that the request is denied, the Fire Chief shall submit reasons in writing to the affected employee.

Upon termination, Firefighters will turn all equipment and protective clothing over to the Fire Department.

## **ARTICLE 20 DUES DEDUCTION**

1. The City agrees to deduct, once each month, dues in the amount certified to be current by the Secretary-Treasurer of Local 571 from the pay of those employees who individually request in writing that such deduction be made. This authorization shall remain in effect until terminated in writing by employee(s).
2. Changes in the amount of dues to be deducted will be certified to the City by the Secretary-Treasurer at least one (1) month in advance of the effective date of such change.
3. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, or other forms of liability that should arise out of, or as a result of, the compliance with and administration of this Article by the City.

## **ARTICLE 21 EMERGENCY CALLBACK**

1. All hours worked outside an employee's regular full-time schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
2. Employees who are called back to work, for an emergency, when off duty and who report to work no later than forty-five (45) minutes after they have been notified to report to work shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1-1/2) times that of the employee's regular rate of pay.
3. Employees who are called back for administrative work when off duty and report when required shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay.
4. Fire/Arson Investigators who are called in when off duty for an investigation shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay. This time cannot overlap when an investigator responds to multiple call outs in a four (4) hour period.

**ARTICLE 22**  
**OVERTIME HIRING PRACTICES**

- Section 1. If suppression staffing drops below the established minimum level of thirty (30) employees on duty, the Battalion Chief shall hire off duty employees. Such hiring shall not be arbitrary or capricious and a Union appointed representative shall assist the Battalion Chief in making decisions regarding which off-duty personnel shall be hired. The parties agree and acknowledge that hiring decisions made by the Battalion Chief and the Union appointed representative shall be by mutual agreement to the extent possible. Such decisions are not subject to the grievance procedure. In the event the Battalion Chief and the Union appointed representative do not reach a mutual agreement pertaining to the hiring of off-duty personnel, the Battalion Chief shall make the hiring decision and such decision is subject to the grievance procedure. The parties further agree that if an employee is passed over in the hiring process the Battalion Chief shall offer that employee the next available opening to work overtime in the employee's respective rank.
- Section 2. The City shall at minimum staff six (6) engines with one (1) Captain, one (1) Driver, and two (2) Firefighters.
- Each aerial shall at minimum be staffed with the following personnel: one (1) Captain and one (1) Driver.
- Each Battalion shall at minimum be staffed with the following personnel: one (1) Battalion Chief.
- This article shall not limit the City in adding additional apparatus.
- Section 3. An overtime list shall be formulated for each classification. Any employee wishing to work overtime may have the employee's name placed on the list. Each list shall be formulated alphabetically and selection of personnel from the list shall be made on a rotation/revolving method. An employee shall not lose standing on the list because the employee is on duty. If the Battalion Chief does follow all overtime hiring procedures set by the Union Grievance Committee, then the employee may take his complaint to the Union Grievance Committee. If the Committee so decides, then the committee shall have the right to overrule the Battalion Chief and give the employee the right to work by removing the mark in question from the Overtime and/or Firewatch board. **NO HIRING GRIEVANCE SHALL GO BEYOND THIS POINT.**
- Section 4. Hiring of overtime personnel shall be made from the highest rank vacant and personnel may only work in their respective classification.
- Section 5. Persons on the eligibility or seniority acting list shall not be moved up until overtime hiring is completed. However, anyone who has been assigned an acting position shall not be removed.

- Section 6. It is agreed that in emergency situations, the Fire Chief or designee may forego the above procedure. It is understood that a shortage of manpower shall not be deemed as an emergency.
- Section 7. Should there be insufficient volunteers, the Fire Chief or designee reserves the right to assign employees overtime.
- Section 8. The Union Officer or Shift Steward shall review the overtime list. In the event the Union is unable to review the overtime list, the Union shall not grieve the City's assignment of overtime unless the City's decision is arbitrary, capricious, or malicious.
- Section 9. Firewatch Pay is off duty employment compensation paid by the individual or company hiring personnel for Firewatch. The City has agreed to facilitate its employee's participation in the opportunities, but the choice to do so is at the employee's sole option and for the employee's convenience. There is no incentive, encouragement, benefit or promise of any reward or advantage by or on behalf of the City in connection with this off duty opportunity. Notwithstanding any provision of this agreement, the City may make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime law and regulations, including but not limited to 29 C.F.R. 553.31 and 553.227, as to the City's involvement, regulation, or approval of firefighter participation in this voluntary option.

### **ARTICLE 23 HOLIDAYS**

The City will continue granting the number of holidays during this Agreement according to the announced policy effective on the date of execution of this Agreement. Employees may carry over unused holiday time when, and as, necessary and agreed to by the City Manager or designee. The City may buy holidays from a Firefighter, by mutual agreement. Such option shall be available equally to all bargaining unit members (i.e., similar to overtime hiring procedure). The City shall grant on-duty employees two (2) hours off with pay for Thanksgiving Day dinner and two (2) hours off with pay for Christmas Day dinner.

### **ARTICLE 24 MANAGEMENT/LABOR COMMITTEE**

Each party shall designate two (2) representatives to serve on a management/labor committee. This committee shall meet at mutually agreeable times and places to discuss matters of mutual concern. Such discussion shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of fire services to the community. The parties may mutually agree to expand the number of representatives on this committee.

**ARTICLE 25**  
**EMPLOYEE SUBSTITUTIONS**

Any member of the bargaining unit who is injured or sick and depletes their sick leave, vacation leave, holiday leave, and existing compensatory time may request that another member of the bargaining unit be allowed to substitute for them without added compensation or cost to the City. When employees substitute for another employee under these circumstances, they shall not accrue overtime, additional compensation, and/or other benefits for the regular shift of the injured or sick employee. The injured or sick employee shall receive full salary and benefits during any such periods that other employees are substituting for them. The Fire Chief's approval for employee substitutions must be obtained before this Article is effective.

**ARTICLE 26**  
**INSURANCE**

1. Health Insurance.

- a) The group medical insurance plan now in effect in the Galveston Fire Department or a plan providing the same insurance provided to all city employees shall remain in effect during the term of this agreement; however, The City shall retain the right to change carriers under the provisions of this article.
- b) The Fire Union shall appoint 2 members or 25% (whichever is greater) representation to the city's Health and Benefits Insurance Committee.
- c) The employee shall pay up to \$75 per month for health insurance.
- d) It is agreed that the dependent care premium shall be no more than the average premium required by all city employees for dependent health insurance.
- e) The Local 571 will allow discussions of this article to be open when requested by the City and only Article 26 relating to Insurance will be discussed.

2. Liability Insurance. The City shall provide liability insurance protection for every member of the bargaining unit responsible for the operation of fire equipment, as permitted by legislative acts of the State of Texas.

3. Retired Firefighter Health Insurance. Subject to the qualifying eligibility requirements of the health insurance plan the City will allow retired Firefighters (viz., those qualifying to receive pension payments from the Galveston Fire Department Pension Fund upon cessation of work) to remain in the group health plan available to currently working Firefighters at the current group premium rate. Premiums shall be payable by the individual, retired Firefighters, not the City. Retirees eligible to receive Medicare benefits shall not be allowed to participate in this program, at which point Medicare Supplement Insurance, if available, shall be offered and paid for by the retired Firefighter.

**ARTICLE 27  
FUNERAL LEAVE**

- Section 1. In the event of a death in the immediate family of an employee, the employee shall be granted sufficient leave of up to two (2) shifts off with pay, if necessary, for the purpose of attending the funeral and for needed travel time. Leave shall be subject to approval of the Fire Chief or designee.
- Section 2. For the purpose of this Article the immediate family shall be defined as the employee's spouse and children, including any legal wards of the employee, as well as the parents, grandparents, grandchildren, brothers, sisters, brothers-in-law and sisters-in-law of the employee. Also included in the immediate family are the parents, grandparents, and grandchildren of the employee's spouse. Additionally immediate family shall include the classifications of step-children, step-parents, step-brothers, step-sisters of the employee and step-parents of the employee's spouse.

**ARTICLE 28  
ENTRY LEVEL HIRING AND EQUAL EMPLOYMENT OPPORTUNITY**

Hiring and selection of employees new to the Fire Department shall be accomplished using selection methods and criteria designed by the City Manager or designee to accomplish the goals of the City. The City shall not be limited by hiring requirements of Texas Local Government Code, Chapter 143, et seq. or any other law, rule or regulation. The Union agrees to waive only those sections of Texas Local Government Code, Chapter 143, et seq., as amended that cover hiring requirements and will not be held liable for the actions of the City under this Article.

**ARTICLE 29  
MISCELLANEOUS PROVISIONS**

- Section 1. Except for required response to call for service of the fire department, public service functions, or other necessary duties, only regular house cleaning and maintenance tasks will be performed on the City's recognized holidays and weekends.

Training assignments shall be scheduled during regular duty hours. For the purpose of this Article, it is understood that regular duty hours shall be from 8:00 a.m. - 12:00 noon and 1:00 p.m. - 5:00 p.m., Monday through Friday excluding City recognized holidays. The City may deviate from the terms of this section by written mutual agreement with the Union President or designee. Any denial must be registered within twenty-four (24) hours of notification or the request shall be considered accepted. Denials may not be arbitrary or capricious. It is understood that legitimate training that cannot be performed during regular duty hours may not be denied.

Nothing in this section will preclude companies from voluntary training outside the prescribed times.

Section 2. Washing and Drying. Except when emergency, large fires, or other circumstances require fire hose or apparatus shall not be directed to be washed or dried after regular duty hours.

Section 3. Copies of Contract. The City shall provide one (1) copy of this agreement per shift and per station within the Fire Department.

Section 4. Residency. As a condition of employment, all bargaining unit employees shall reside and be domiciled within seventy-five (75) miles of Central fire Station located at 2512 Avenue I, Galveston, TX.

Employees who reside and domicile on Galveston Island as of October 1 of each shall be paid Two-hundred eight Dollars and Thirty-three Cents (\$208.33) per month unless the address changes at any time. Employees must show reasonable proof of residence.

Section 5. Hourly Restriction. No employee shall be allowed to work in excess of forty eight (48) consecutive hours including overtime. After 48 hours, employees must have a rest period of a minimum of 12 hours before returning to work. Exceptions shall be made during “States of Emergencies”. It shall be the responsibility of the employee to notify the Battalion Chief if a conflict exists.

### **ARTICLE 30 SHIFT EXCHANGE**

Employees shall be allowed to trade time with employees of equal rank or classification or as otherwise qualified as determined by the Battalion Chiefs.

For the purpose of this article the following definitions shall be used:

1. “**Substitute**” shall mean Employee working for regularly scheduled Employee
2. “**Regular**” shall mean regularly scheduled Employee

Request for shift exchange (“swap-time”) shall be made before the start of the applicable shift, preferably twenty-four (24 hours) in advance to the Battalion Chief. This twenty-four (24) hour notice may be waived by the Battalion Chief for good cause, including replacing a substitute on short notice for an emergency.

Shift exchange is subject to the approval of the Battalion Chief and such exchange shall not be unreasonably denied.

The City shall not be liable for any cost incurred by granting employees this privilege.

All shift exchange dates must be put in writing and kept on record for each exchange, and approved by the appropriate department officer prior to the substitute work. The substitute employee who fails to appear and work the exchanged shift shall be suspended from shift exchange for three (3) months for the first offence and twelve (12) months for any following offences in a twenty-four (24) month period. The Regular shall be docked time/pay for the exchanged time not worked, and

such action shall not be subject to the grievance procedure. All swap-time must be repaid within 1 year (12 months) from the documented, individual agreement, date of each swap. In the event that a swap-shift agreement goes beyond the 1 year (12 months) date, without being repaid, no other swap-time agreements will be allowed until the repayment is complete.

The City has agreed to facilitate its employee's shift exchanges, recognizing that an employee's choice to do so is at the employee's sole option and for the employee's convenience. There is no incentive, encouragement, benefit or promise of any reward or advantage by or on behalf of the City in connection with this option. Notwithstanding any provision of this Agreement, the City may make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime law and regulations, including but not limited to 29 C.F.R. 553.31 and 553.227, as to the City's involvement, regulation, or approval of fire fighter participation in this voluntary option.

### **ARTICLE 31 UNION BUSINESS**

1. Up to a maximum of three (3) employees on the Union Bargaining Committee shall be granted a reasonable amount of time off for negotiation sessions without loss of pay subject to manning or other needs of the Fire Department.
2. Paid time off (such as vacations and compensatory time) to which employees are entitled under this Agreement shall not be denied simply because it will be used to conduct union business.
3. The Union will be granted a maximum pool of one hundred ninety-two (192) hours each fiscal year of paid time for use by employees designated by the Union to attend union sponsored conventions, seminars, or workshops. Such time off must be submitted by the Union President in writing prior to the Fire Chief approving such request.
4. The City will allow space on an existing bulletin board in each station for the Union. Articles placed on such board shall be limited to local, state or national meeting announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates, issues, or any matter that may be considered degrading or derogatory to the City or any city official will be allowed on the board.
5. The City will allow either the President or, in the absence of the President, the Vice-President of the Union reasonable time off, when on duty to conduct local union regular monthly meetings and for a maximum of three (3) special meetings per fiscal year. Granting such time will be subject to manning or other departmental needs. Such time off granted by the City shall not affect the allotted time as specified in Section 3 of this Article.
6. Upon request employees shall be entitled to have a union representative present at any meeting of record with the Fire Chief or other City representative concerning suspensions, official reprimands or other disciplinary matter applicable under the Texas Local Government Code, Chapter 143, et seq., as amended. The Union shall furnish to the City

a list of union stewards and alternates on each shift as well as the principal officers of the union who are authorized to act as union representatives for the purpose of this article.

**ARTICLE 32  
FIRE MARSHAL'S OFFICE**

Section 1. Fire Marshal

- a. The Fire Chief shall appoint the Fire Marshal.
- b. Candidates for appointment shall be currently employed by the Galveston Fire Department, and be an officer for at least five (5) years.
- c. The position shall be equal in rank and pay to an Assistant Chief.
- d. It is agreed that section 143.014 (g) and (h) of the Texas Local Government Code shall apply to the appointment and removal of the Fire Marshal. No other section shall apply to such appointment or removal and the Union specifically waives any requirements other than stated in this article.
- e. The individual serving as Fire Marshal may request to be removed after two (2) years from date of appointment or until a qualified candidate is available. The Fire Chief shall grant such request within thirty (30) days. Any employee appointed to such position shall retain all rights and privileges afforded the employee's previous position including testing for and receiving promotions.
- f. The City agrees to hire one new Firefighter within ninety (90) calendar days of the appointment to fill the vacancy created by such appointment.

Section 2. Deputy Fire Marshal

Personnel assigned to this position shall be compensated at the rank held in the Galveston Fire Department. Individuals transferred into the Fire Marshal's office as assistant Fire Marshals shall remain as civil service employees and be governed by all applicable laws including the contract between Firefighters Local 571 and the City of Galveston.

Section 3. For anyone serving as Fire Marshal or Deputy Fire Marshal there will be an incentive pay of \$93 per month for each of the following incentive pays only:

1. Arson Investigation
2. TCLEOSE Certification
3. Fire Inspector Certification

Section 4. Vacation and Sick Leave accrual:

- A. Vacation earned will be biweekly on each paycheck following rates less than 10 years service at 6.92 hours, 10 – 19 years service at 9.23 hours, and 20 years plus at 11.54 hours.
- B. Vacation will reflect Civilian maximums.
- C. Refer to Article 8.

**ARTICLE 33  
PROMOTIONAL PROCESS**

The promotional process shall follow Texas Local Government Code, Chapter 143 with the exception that there will be two exams given on the announced date; a written exam that will be based on two fire service books and the most current GFD Operations Manual and an exam on Galveston street maps. The City will provide the study material for both the Operations manual and the map test while the employee will be responsible for the books. The employees taking the exams shall be required to know only the information contained in the Operations Manual up to the date of the exam posting.

It is understood that such modifications may deviate from applicable provisions of Texas Local Government Code, Chapter 143 et seq. and mutual consent shall mean the approval of the Union and the City Manager or designee.

**ARTICLE 34  
PROMOTIONAL CRITERIA**

Section 1: Each promotional examination shall be open to each Firefighter who has held for a minimum period of at least three (3) years of continuous service excluding probationary year, preceding the date of the examination, in the classification immediately below in salary, the classification for which the exam is to be given. In addition to requirements defined in the Texas Local Government Code, Chapter 143, et seq. each Firefighter hired before October 1, 1993, shall be required to meet the following criteria prior to being promoted.

A. Battalion Chief:

1. Must have obtained an advanced certificate certified by the Texas Commission on Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours in approved Fire (2). Must have obtained at least six (6) semester hours in approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

B. Captain

1. Must have obtained an intermediate certificate certified by the Texas Commission on Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours in approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

C. Driver:

1. Must have obtained a basic certificate certified by the Texas Commission of Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours of approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

- Section 2. Firefighters hired on or after October 1, 1993, must meet the requirements of the Texas Local Government Code, Chapter 143, et seq. and the following criteria to be promoted.
- A. Battalion Chief: Must possess a degree in fire technology.
  - B. Captain: Must have at least 40 hours towards a fire technology degree.
  - C. Driver: Must have at least 20 hours towards a fire technology degree.
- Section 3. Any 40 hour employee assigned to a position shall retain all rights and privileges afforded to the employee's previous position including testing for and receiving promotions to only the next available rank.
- Section 4. Where specifically stated, this article shall supersede Texas Local Government Code, Chapter 143.030(b), et seq.

### **ARTICLE 35 JURY DUTY**

- Section 1. In the event that a member of the bargaining unit is subpoenaed to appear for the purposes of jury duty, the member shall notify the Battalion Chief or designee of the date in which the member is to appear.
- Section 2. If the employee is selected to serve as a juror and the jury is ordered to be sequestered, the employee shall be excused from duty until released. Upon being released, the employee shall report to work within two (2) hours of being released. The employee shall be required to submit a written statement from the court indicating the time the court released the employee.
- Section 3. If the employee is selected to serve as a juror and such jury is not sequestered, the employee shall report to work within two (2) hours of being released from jury duty. The employee shall be required to submit a written statement from the court indicating the time the court released the employee.
- Section 4. In the event that an employee is required to appear for the purpose of jury selection and is awaiting assignment and the court releases the employee for the day, the employee shall report to work within two (2) hours of such release. If the employee is required to appear the next day for the purpose of jury selection, the employee shall be excused from duty at 1900 hours.

**ARTICLE 36  
EMERGENCY LEAVE**

- Section 1. The City agrees to grant "emergency" leave of up to two (2) shifts off. The Fire Chief or designee shall have the discretion to grant such leave depending on the needs of the Department and the urgency of the leave. In granting "emergency" leave, the Fire Chief or designee may require a statement of events/reason for leave request. For the purpose of this article "emergency" shall mean an unforeseen occurrence or resulting state that calls for immediate family business, (as defined in Article 27), serious illness or injury to a member of the employee's immediate family. The time off shall be charged to vacation leave, or to sick leave in a case of serious illness/injury.
- Section 2. After an employee has been off in excess of five (5) - 24 hour shifts, he/she shall be responsible for filing FMLA paperwork with Administration.

**ARTICLE 37  
APPOINTED POSITIONS**

- Section 1. It is agreed that the Fire Chief shall appoint Administrative Staff, to include the Operations Assistant Chief, the Special Operations Assistant Chief and the Fire Marshal positions. Candidates for appointment shall currently be an officer in the Galveston Fire Department for at least five (5) years and must agree to accept the position.
- Section 2. The pay and benefits of this position shall be determined by the City Manager, but shall not be less than applicable to Battalion Chief.
- Section 3. It is agreed that section 143.014(g) and (h) of the Texas Local Government Code shall apply to the appointment and removal of the Assistant Chiefs. No other section shall apply to such appointment or removal and the Union specifically waives any requirements other than stated in this article.
- The Fire Chief shall have the right to remove these individuals at-will and without prior notice. The individuals serving as Assistant Chiefs may request to be removed. The Fire Chief shall grant such request within thirty (30) calendar days.
- Any employee appointed to such positions shall retain all rights and privileges afforded the employee's previous position including testing for and receiving promotions.
- Section 4. A job description shall be developed and reduced to writing prior to assignment.
- Section 5. The City agrees to hire one new Firefighter within ninety (90) calendar days of the appointment.

**ARTICLE 38**  
**EMPLOYEE DRUG TESTING**

**Section 1. Findings and Adoption.**

- A. It is agreed that efficiency and safety in the work place is necessary and required in order to carry out the mission of the Fire Department. Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization including while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Galveston Fire Department. Prohibited substances include those listed in Part III, Sections 3.0 through 3.3 of the City of Galveston Drug and Alcohol Prevention and Testing Program. It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse.
- B. The City and the Union agree that Firefighters may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Firefighters and the public to ensure that no Firefighter is substance impaired. As described in the drug impact statement for the Fire Department in the City of Galveston Drug and Alcohol Prevention and Testing Program.
- C. The City and the Union agree that Firefighters who abuse alcohol and drugs represent a significantly greater threat to the health and safety of themselves, their colleagues, and the public than do employees who do not respond to hazardous situations without warning. Duties and circumstances in the Galveston Fire Department which are factors in this context include the actual or potential duty for Firefighters of every rank to operate apparatus, regular service in “high class” positions, including supervision of other personnel, and the actual occurrence of periods of unsupervised duty during emergency fire, rescue and medical calls. In addition, it is recognized that Galveston Firefighters are required to react to unusual or dangerous circumstances; that Firefighters have a responsibility to deliver health care to persons to whom he/she responds and it would pose a significant potential threat to the health and safety of themselves and others if they use drugs or were under the influence of drugs while on duty; and, on balance, the City and the Union find that drug use by each Firefighter in all existing classifications and assignments can impair judgment and behavior so significantly that serious injury or death may result.
- D. The City and the Union agree based on the findings mentioned above, that the need to deter and prevent a substantial harm provides the necessary immediacy for the imposition of a mandatory drug testing program. In order to further their joint interest in protecting Firefighters and the public, the City and the Union agree to both mandatory random drug testing and reasonable suspicion or “For Cause” testing as described in the City of Galveston Drug and Alcohol Prevention and Testing Program. The City and the Union have bargained this provision in good

faith, with a reasonable belief in its legality under the law, and the Union will not bring or sponsor any legal challenge to the Program excluding a challenge for failure to properly implement or administer the Program. Both parties recognize and agree that this Agreement cannot and is not intended to waive any employee's constitutional rights should an employee challenge the Program in court, the City agrees to defend the Union from any claim brought against the City and the Union, absent any conflict of interest, from any claim of violation of the employee's constitutional rights arising from the implementation of the Program. Should any such challenge be successful, the parties agree to immediately meet to revise this procedure as needed to comply with the constitutional rights of employees covered by this Agreement,

- E. The City and the Union agree that the City of Galveston Drug and Alcohol Prevention and Testing Program (herein after referred to as "City Drug Program"), shall apply to all bargaining unit employees.

## **Section 2. Reasonable Suspicion Testing and Random Testing**

- A. In the fire profession, there exists the requirement that all personnel be on a 24-hour call out status for emergency situations. Therefore, department employees shall not possess or ingest any controlled substance or dangerous drug, whether on or off duty, unless the substance has been legally prescribed to the employee by a person licensed to do so.
- B. For the purpose of determining violations of law or of this provision, all employees, regardless of rank or position, shall be subject to "for cause" testing under the City Drug Program.
- C. Random Testing
  - 1. One Hundred percent (100%) of Firefighters of all ranks, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances on a fair and impartial statistical basis at the City's expense under the City Drug Program. The fair and impartial statistical basis (in which each employee has an equal chance of being selected during the calendar year) shall be by a non-discriminatory computerized program operated and certified as a non-discriminatory by an independent firm hired by the City.
  - 2. Upon notice of selection for random testing, the employee shall provide a urine sample, and a breath sample if requested in accordance with the City Drug Program.
- D. Any employee or probationary firefighter who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall be subject to disciplinary action

which may include discharge from the Department under Section 7.0 of the City Drug Program.

- E. Any applicant who refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall automatically terminate the hiring process.

**Section 3. Testing Guidelines**

The implementation of employee drug testing will ultimately result in administrative review and disciplinary action involving employees who test positive in the final confirmatory test. The City Drug Program will apply when determining the disciplinary action to be taken.

**Section 4. Threshold Levels**

The parties have agreed that the threshold levels in the City Drug Program for covered employees shall apply.

**Section 5. Testing Procedures**

The drug testing procedures will be administered as outlined in the City Drug Program.

**Section 6. Confidentiality**

All records pertaining to the department required drug tests shall remain confidential to the extent allowed by law, unless offered in evidence in a disciplinary appeal. Drug Test results and records shall be stored in a locked file in the Human Resource office. No access to these files shall be allowed without written approval of the Fire Chief or the Firefighter. In a grievance hearing, lawsuit or other action involving the employee, the employer may release relevant information to the decision-maker, and to those who need to know the information to assist with the case. Such information may also be released to representatives from state or federal agencies when required. The confidentiality provisions in Part III, Section 12.0 of the City Drug Program shall also apply.

**Section 7. Rehabilitation and Treatment for Substance Abuse**

- A. The parties have these joint objectives in the Section of the Agreement:
  - 1. To deter and prevent substantial harm to Firefighters and the public;
  - 2. To create disincentive for the use and abuse of substances; and
  - 3. To provide a means, together with incentive, to seek and obtain treatment and rehabilitation for any employee who is involved in substance abuse.
- B. Any employee who voluntarily seeks rehabilitation as provided in Part V, Section 3.0 of the City Drug Program shall be entitled to the same leave and benefits that are otherwise applicable under leave policies and the existing coverage definitions in Health Benefits program. An employee entitled to rehabilitation and treatment

is not exempted from disciplinary action for violation of other rules and regulations of the department (e.g. off duty DWI, regulations concerning leave, etc.)

## **Section 8. Union Representation of Members**

While it is understood that the Union is unequivocally opposed to the use of alcohol or drugs in the workplace as well as, the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the workplace and the proper enforcement of the Department's rules and regulations, the Union, retains the right to fairly and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited to what the Union may consider as unwarranted or unreasonable investigation, search or the imposition of discipline.

Any employee receiving disciplinary action under Article 39 may appeal that action in accordance with the procedures outlined in the applicable Civil Service Law.

## **ARTICLE 39 COMPLETE AGREEMENT CLAUSE**

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the Agreements herein contained were arrived at after free exercise of such rights and opportunities; therefore, the City and the Union, for the term of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is specifically provided that there shall be no further negotiations except by mutual agreement of any subjects above mentioned.

2. The Union and the City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and similar or related subjects. During the term of this Agreement, neither the City nor the Union will be required to, but may upon mutual agreement, negotiate on any matters affecting these or other subjects not specifically set forth in this Agreement.
3. All modifications of this Agreement must be made in writing and signed by both the City and the Union before such modifications shall become effective.
4. If any Article or Section of the Agreement or any provision should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final

determination as to its validity, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

5. Unless otherwise provided by law, no provision of this Contract shall be deemed amended by legislative acts or amendments during the term of this contract.
6. This Agreement shall be effective from October 1, 2016 until September 30, 2019. Thereafter, it shall continue until replaced by a successor agreement, but it shall not continue in effect after September 30, 20120.

CITY OF GALVESTON, TEXAS

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 571

\_\_\_\_\_  
Brian Maxwell, *City Manager*

\_\_\_\_\_  
Stewart Goff, *President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Donald Glywasky, *City Attorney*

Terms Reviewed by:

\_\_\_\_\_  
Michael Wisko, *Fire Chief*

\_\_\_\_\_  
Kent Etienne Jr., *Director of Human Resources*