

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Manager

AGENDA DATE: March 18, 2008

CONTACT PERSON/PHONE: William F. Studer, Deputy City Manager, 541-4011

DISTRICT(S) AFFECTED: All

SUBJECT: Resolution that the City Manager be authorized to sign the Articles of Agreement between the City of El Paso and the Local 51, International Association of Fire Fighters, Inc., for the contract period covering March 18, 2008 through August 31, 2010; and that the Council authorizes and declares that the effective date of the pay scales, Appendix A, pages A-1, shall be March 18, 2008, and notwithstanding language to the contrary, the effective date for the paramedic pay in Article XI, Section 2 of the Agreement shall be March 18, 2008.

BACKGROUND / DISCUSSION: The collective bargaining agents for the City and Local 51, International Association of Firefighters have reached a tentative agreement after nearly seven months of collective bargaining. The Association membership has voted to approve the tentative agreement and it is now submitted to the City Council for a vote. The major changes to the agreement include a change in the health care plan for the membership and dependents to transition them to the current plan provided for other city employees; the full implementation of a sick leave reduction plan; a change in uniforms, which will allow the purchase of less expensive, more durable uniforms; the establishment of a new system for selection of several of the mid-level chiefs to allow more flexibility in their selection; and a new provision regarding the special assignment of the Association President to allow him to use the contributed vacation hours of the membership to work on Association business full time.

Salaries and other incentives are provided for paramedics, as this is an area of need for the Fire Department. Education pay incentives are also increased. Lastly, the salary wage scales are being increased: 4% effective March 18, 2008; 3% effective January 4, 2009; and 3% effective January 3, 2010.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING: General Fund, Fire Department Budget.
Funding for FY08 was included in the budget in anticipation of reaching the agreement.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) ES Heng **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Articles of Agreement between the City of El Paso and the Local 51, International Association of Fire Fighters, Inc., for the contract period covering March 18, 2008 through August 31, 2010; and that the Council authorizes and declares that the effective date of the pay scales, Appendix A, pages A-1, shall be March 18, 2008, and notwithstanding language to the contrary, the effective date for the paramedic pay in Article XI, Section 2 of the Agreement shall be March 18, 2008.

Dated this 18th day of March 2008.

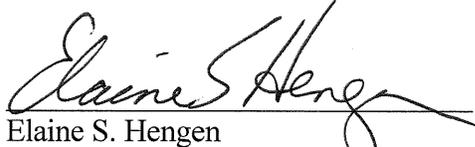
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

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MEMORANDUM

CONFIDENTIAL--NOT INTENDED FOR PUBLIC DISSEMINATION

TO: Mayor and City Representatives

FROM: William F. Studer, Jr., Deputy City Manager
Elaine S. Hengen, Senior Assistant City Attorney

SUBJECT: Proposed new collective bargaining agreement
Local 51, International Association of Fire Fighters, Inc.

DATE: March 11, 2008

The bargaining agents for the City and Local 51, International Association of Fire Fighters, Inc. reached a tentative agreement after nearly seven months of collective bargaining. The Association members are just completed their voting process and have voted to approve the tentative agreement.

The major issues during the negotiations were revisions to the health care plan (insurance) and salaries. Below is an explanation of the new provisions in the proposed new agreement.

Health care: The current collective bargaining agreement was entered into in 2002. The fire fighters have been under the old health care plan, rather than the current health care system which applies to the police and civilian employees, and which includes a core plan and a buy-up plan and additional benefits included under the Aetna contract. Under the proposed new agreement, the fire fighters will transition to the current health plan. Different levels of co-pays and deductible amounts apply during each of the three years of the agreement as part of the transitioning. Having all employees be on this health care plan will create valuable cost savings for the City.

Salaries. Salary and incentives increases are provided for paramedics, as this is one of the critical areas and needs in the Fire Department. Fire fighters holding a paramedic certificate will receive additional compensation in the amount of \$300 per month, an increase ranging from \$50 to \$150 per month, as previously, the incentive was based on years of service. Those performing paramedic duties will also receive an additional 5% paramedic assignment pay, effective March 18, 2008.

The education pay incentive will increase: from \$20 to \$40 monthly for an Associates Degree; from \$40 to \$80 monthly for a Bachelor's Degree; and from \$65 to \$100 monthly for a Masters Degree.

Lastly, the salary wage scales are being increased: 4% effective March 18, 2008; 3% effective January 4, 2009; and 3% effective January 3, 2010.

Sick Leave Reduction Plan. The agreement incorporates the sick leave reduction plan that was successfully tested a year ago. The plan offers incentives to those who do not call in sick, which enables the City to realize significant savings by reducing overtime costs.

New Uniforms. The agreement allows the City to provide a different type of uniform, one that is less costly and more durable.

Direct Deposit Required. All fire fighters must provide for the direct deposit of their paychecks, which saves money for the City.

New System of Selection of Mid level Chiefs. The agreement will result in the eventual elimination of the separate ranks of division chief, assistant fire marshal, training chief and fire maintenance chief. The Fire Chief will fill these positions by assigning a battalion chief, who will be paid at the next higher pay scale level for the duration of the assignment. This will allow greater flexibility to the Chief in selecting appropriate personnel for these assignments and will allow battalion chiefs to gain broader types of experience in the Department.

Association President—Special Assignment. A new provision is included to allow the Association President to use the contributed vacation hours of the membership in order for him to work on Association business full time. The Chief can temporarily fill the position ordinarily held by the Association President during the time that he is on this special assignment.

New Charter Provisions and Civil Service Rules. The Charter amendments and new Civil Service Rules adopted last year, which have streamlined many cumbersome administrative processes and reduced costs, will begin to apply to the fire fighters.

Attached is a red-line copy of the proposed agreement for your review. Please let us know if you have any questions.

Attachment

Cc: Joyce Wilson
City Manager

2007-2010

ARTICLES OF AGREEMENT

Between

CITY OF EL PASO, TEXAS

And

LOCAL 51,

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, INC.

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ARTICLE I
PURPOSE OF AGREEMENT

Section 1. This Agreement, entered into this 18th day of March 2008, is between the CITY OF EL PASO, TEXAS, hereinafter called the "City," and LOCAL 51, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC., hereinafter called the "Association."

Section 2. The purpose of this Agreement is to promote harmonious relationships between the City and the employees covered hereby and to fix the rates of pay, hours of work, and the terms and conditions of employment for those employees. This document recognizes the inherent dignity of the parties to this Agreement and by signing both parties agree to work together to maintain a favorable working environment where the value of each individual is recognized and respected.

Section 3. The use of the masculine gender in this Agreement shall be deemed to include the feminine gender, unless the reference is to a specific male individual.

ARTICLE II
DEFINITIONS

The following definitions apply to this Agreement:

Anniversary Date for Pay Purposes - for those employees holding the rank of fire fighter, the Anniversary Date shall be the date of graduation from the Training Academy. The date for all other fire fighter ranks shall be the date of their last promotion. All fire fighters employed as of September 1, 1984 shall retain their current anniversary date unless at some future date they are promoted to a higher rank.

The date for FMS employees not certified to fight structural fires shall be their last competency date. The date for ARFF shall be as shown in Appendix E.

Except as provided in the above definition and Article IX, Section 9, these shall be the only factors considered when establishing anniversary date for pay purposes.

Agreement - means the Articles of Agreement between the City of El Paso and International Association of Fire Fighters, Local 51, Inc.

Bargaining Agent - means the International Association of Fire Fighters, Local 51, Inc. and their designated bargaining committee, so long as they meet the requirements of Section 174.101 of the Local Government Code.

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City - means the City of El Paso.

Charter or City Charter - means the Charter adopted by the City of El Paso in effect as of the date this Agreement is approved by City Council.

Civil Service Rules - means the rules adopted by the Civil Service Commission in effect as of the date this Agreement is approved by City Council.

Employer - means the City of El Paso.

Employee - means fire fighter.

56-hour employee - means an employee whose work schedule is determined in accordance with the cycle set forth in Appendix B hereof.

Fire fighter - means any employee recognized as meeting the definition in Section 174.003 of the Local Government Code.

Grievance - means a dispute or a disagreement involving interpretation or application or alleged violation of any provision of this Agreement.

Line of Duty - for purposes of Article XVII, Section 4a, is defined as any activity performed while on duty, unless such activity is prohibited by written prohibition, direct order, or is a violation of law, or such activity is purely personal.

Union - means the International Association of Fire Fighters, Local 51, Inc. so long as it meets the requirements of Section 174.101 of the Local Government Code.

ARTICLE III
RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for a unit consisting of each permanent paid employee in the City's Fire Department, except the Fire Chief. The parties hereto agree that no portion of this Agreement shall be applicable to, and the Association will not seek to represent, any employees outside the described unit.

ARTICLE IV
NO STRIKE, NO LOCK OUT

Section 1. The City agrees that it will not lock out the employees covered by this Agreement.

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Section 2. The Association agrees that neither it nor any of the employees covered by this Agreement will sanction, call, acquiesce, or engage in, or fail to make a good faith effort to discourage, any strike; sit-down; slow-down; sick-out; sympathy strike; picketing for the purpose of inducing, influencing, or coercing a change in the conditions or compensations or the rights, privileges, or obligations of employment; or any other work stoppage or interference with or against the City for any reason. The Association shall be deemed to have made "a good faith effort to discourage" the conduct prohibited by this Section when, promptly upon learning (or being notified) that one or more employees contemplate, have threatened, or have undertaken any of the prohibited conduct, it publicly disavows the threatened or actual conduct prohibited by this Section and publicly announces any such conduct is prohibited both by law and by this Agreement; it provides actual notice of the same sort to each person whom it learns (or is notified) contemplates, has threatened, or has undertaken any such activity and formally urges each such employee to refrain from or immediately cease any and all such conduct; and, to the extent permitted by the City, it posts a notice to such effect at all places where notices to employees or members are normally posted.

Section 3. It is expressly understood and agreed that the refusal or failure of any employee or employees covered by this Agreement to cross or work behind the picket line of any association, union, or other organization or person shall constitute a violation of this Agreement.

Section 4. Any employee covered by this Agreement who participates in any action prohibited by this Article may be discharged, suspended, and/or demoted, and/or otherwise disciplined at the option of the City. This Section shall be cumulative of any other rights the City may have by statute, at common law, or in equity against the Association and/or the employees covered by this Agreement.

ARTICLE V
CITY'S RETAINED PREROGATIVES

Section 1. Except to the extent expressly abridged by this Agreement, the City reserves and retains, solely and exclusively, all of its inherent and/or statutory rights to operate the City government.

Section 2. The direction of the City's working forces, including, by way of illustration only and not of enumeration, the right to plan, direct, expand, control, initiate, reduce, transfer, or terminate specific operations, duties, or functions; to hire, assign, transfer, promote, or refrain from any of the foregoing; to discharge, suspend, demote, reprimand, or otherwise discipline employees pursuant to the current City Charter or the Civil Service Rules; to introduce any new or improved methods or facilities;

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subcontract functions other than actual fire fighting activities and emergency basic and advance life support, except that in cases of system overload or multiple patient incidents, the Fire Chief or his designee, may request assistance from agencies that the City has a franchise or contract with, for the purpose of providing emergency aid assistance; and to make such rules and regulations as may be necessary or desirable for the operation of the City continues to be vested exclusively in the City.

Section 3. An employee shall be deemed to be a probationary employee for the first twelve months after the employee has completed the Training Academy. A probationary employee may be discharged at any time at the discretion of the Chief without appeal to the Commission.

ARTICLE VI
EXISTING CONDITIONS

Section 1. Except to the extent abridged or modified elsewhere in the Agreement, any economic benefits set forth in the current City Charter, Ordinance No. 8064, the Rules and Regulations of the Civil Service Commission, the Rules and Regulations of the Fire Department, and the applicable state statutes and amendments thereto, as of the effective date of this Agreement, shall not be changed for the duration of this Agreement, except pursuant to the procedure established in Article XXXI, Section 2.

Section 2. Physical items used by employees shall continue to be furnished as they have been in the past; that is, those types of items which have been furnished by the City shall continue to be furnished by the City and those types of items which have been furnished by employees shall continue to be furnished by employees. The question of what types of items have been furnished by the City shall be resolved by reference to City purchase orders for the past three (3) years. The parties agree that this provision shall not be interpreted so as to preclude resort to improved technology.

Section 3. Any changes in wages, hours, terms and conditions of employment, and other benefits granted by the Texas Legislature or decreed by a court of competent jurisdiction requiring the City to compensate, remunerate, or otherwise assist employees after the effective date of this Agreement shall not alter the terms of this Agreement during the life of said Agreement. This provision shall not unfavorably affect employees as to any changes in wages, hours, terms and conditions of employment, and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate, or otherwise assist employees after the effective date of this Agreement. Any changes in wages, hours, terms and conditions of employment, and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate, or otherwise

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assist employees shall not be incorporated into this Agreement; nor shall the City be required at any time to pay any share of said wages, hours, terms and conditions of employment, and other benefits. Any reduction or elimination of wages, hours, terms and conditions of employment, and other benefits by the Texas State Legislature that previously required the City to compensate, remunerate, or otherwise assist employees after the effective date of this Agreement shall not alter the terms of this Agreement during the life of said Agreement.

Section 4. Past practices currently in effect and not specifically covered in this Agreement will be continued.

ARTICLE VII
RULES AND REGULATIONS

Section 1. The Association and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques, and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of El Paso. The Association and the City will act in good faith and with a cooperative attitude to achieve these ends.

Section 1a. The Association agrees that the employees covered by this Agreement shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance.

Section 2. There shall be established a committee composed of seven members, one of whom will be the Chief of the Department or his designee, three of whom shall be appointed by the President of Local 51, and three of whom shall be appointed by the Chief of the Department. The committee shall address any matters of mutual concern.

Section 3. This committee shall also update and maintain standard departmental rule and regulation manuals that are clear and functional.

Section 4. This Article is not intended to abridge or modify Article V or Article VI conditions.

Section 5. The rules and regulations committee shall meet at the request of either the President of Local 51 or the Chief. The committee shall meet and make revisions no less than once in a calendar year. Revisions shall be published to all work stations no later than 45 days after the end of each year. The City will provide an electronic copy to each employee no later than 90 days after the end of each year.

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ARTICLE VIII
PERSONNEL FILES

Section 1. There shall be one official personnel file, which will be kept at the City's Human Resources Department. Prior to permanently placing any of the following items in the employee's personnel file, the City shall notify any employee on the next working shift of all material concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations, or policies that might be considered detrimental to the employee's position, advancement, or future with the Department that are to be placed in the employee's personnel file. The Fire Department may keep an investigatory or disciplinary file, separate and apart from the official personnel file.

Section 2. An employee shall be allowed to review his own personnel file under supervision at any reasonable time upon written request to the Chief and may file written objection to any matter contained therein.

Section 3. Any alleged violation of this clause or written objection to the content of a personnel file shall be subject to the grievance procedure of this Agreement.

ARTICLE IX
WAGES AND OTHER COMPENSATION

Section 1. Wages shall be paid in accordance with the Wage Scales attached hereto as Appendix A.

All employees shall receive a step increase on their anniversary date and shall continue thereafter to receive step increases on each succeeding anniversary date until reaching the top step in their classification. These step increases shall be automatic. Any employee at the top step in the classification, upon receiving a promotion to a higher classification and entering said classification at a step other than the top step, shall receive a step increase on his anniversary date, and an additional step increase on each succeeding anniversary date, until such time as the employee reaches the top step in the new classification.

The salary of a person covered by this Agreement will not be reduced upon promotion to another position, the minimum salary for which is less than that received at the time of promotion. In such case, advancement will be equal to a step increase in pay.

A Fire Medical employee in Grade FS1 who successfully completes the Academy and obtains his structural fire certification will be designated as a fire fighter.

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Fire Paramedics in the Grade FS2 and Medical Lieutenants in the Grade FS4 who successfully complete the Academy and obtain their structural fire certification will retain their rank.

Section 2. A 56-hour employee's regular straight-time hourly rate of pay will be determined by dividing the employee's annual salary as indicated by reference to Appendix A by 2912. A 40-hour employee's regular straight-time hourly rate of pay shall be determined by dividing the employee's annual salary as determined by reference to Appendix A by 2080.

Section 3. An employee upon graduation from the Training Academy shall be entitled to and receive all benefits as set out in this Agreement.

Section 4. Pensions for employees previously covered under the Article VI Wages and Other Compensation of the 1994-1996 Articles of Agreement between City of El Paso and the El Paso Public Service and Safety Employees Association shall continue to be paid in amounts in accordance with City Charter and the City's Pension Ordinance subject to approval by the City Pension Board and City Council. The City and the Association recognize that the members of the ARFF unit and medical personnel who are not certified as fire fighters are currently prohibited from being members of the Fire and Police Pension Fund. If, at any time in future, the members of the unit are admitted to the Fire and Police Pension Fund, after meeting the qualifications therefore, the City will comply with any legal requirements regarding contributions to same, except that any such payments shall be on a prospective, and not retroactive, basis. This in no way obligates the City to make or change past contributions made to the City Employees Pension Fund on behalf of the members in the unit.

Section 5. Pension contributions shall be made on all cash payments under this Article.

Section 6. An employee who is required to accept responsibilities and carry out the duties of a position or rank above the rank the employee normally holds shall be paid an additional 5% above the employee's regular rate of pay while so acting.

The City may transfer employees, as it has in the past, but shall not transfer, if the sole purpose is to avoid payment for working out of class.

Out-of-class pay shall not be calculated until such time as an employee has worked more than one (1) hour. If more than one (1) hour is worked, the calculation shall include total hours worked.

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Any voluntary trading off of working days shall not qualify an employee for additional compensation.

Section 7. Employees who are assigned to 40-hour work schedules and work between the hours 1500 hours and 2300 hours shall receive a premium pay of thirty cents per hour; 40-hour employees who are assigned duty and work between the hours 2300 hours and 0700 hours shall receive a premium pay of sixty cents per hour. Premium pay shall not apply to 40-hour personnel assigned to Operations.

Section 8. Employees are entitled to longevity pay of five dollars per month per year of continuous City service with the El Paso Fire Department, with a maximum amount not to exceed one hundred twenty-five dollars per month.

Section 9. The shaded boxes heretofore contained in the pay schedules for the positions of FS2 Fire Paramedic, FS4 Medical Lieutenant, and FS8 Medical Deputy Chief are hereby eliminated. Employees previously in the shaded boxes will be placed in the first regular pay schedule box on the first full payroll period following the signing of the Articles of Agreement. Salary adjustments made pursuant to this Section will not be retroactive. The date that an employee is moved from a shaded box to a regular pay schedule box will become the new anniversary date for pay purposes.

**ARTICLE X
OVERTIME PAY**

Section 1. All hours paid for in excess of fifty-six (56) hours in a work week for 24-hour shift employees shall be determined by dividing his annual salary, as indicated by reference to Appendix A, by 2080 times one and one-half. (1 ½)

Section 2. For an employee regularly scheduled to work forty (40) hours per week, all hours paid for in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate of pay.

Section 3. Any employee who is called to work in excess of the employee's regularly scheduled hours of work shall be paid for the time actually worked until the employee is relieved by the appropriate commanding officer. If the employee is called back, one hour of travel time will be paid in addition to actual time worked. The one hour travel time provided in this Section shall be inapplicable where the additional working time is immediately prior to or following any other time worked by that employee.

Section 4. Employees selected to help write examinations shall be paid overtime pay for time actually worked on these examinations while off duty, and one hour of travel time.

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Section 5. 56-hour employees trained to work at the Communications Center may be called to work at the Center on their scheduled days off, provided the employees do not work more than 48 hours straight without a 24-hour break. After an employee has reported for duty, but then is rescheduled to report for duty at Communications, the employee shall be paid for the time actually worked and one hour of travel time.

Section 5a. 56-hour employees trained to work at the Communications Center may be rescheduled to work at the Center for 8 hours in exchange for 24 hours, in order to maintain skills.

Section 5b. Employees rescheduled to work at the Communications Center under Section 5a of this Article will be considered to have worked 24 hours for FLSA purposes and the rescheduling will not cause the forfeiture of FLSA Overtime Pay (FOH).

Section 6. If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours, such employee shall be compensated for the time actually worked in accordance with this Article, and one hour of travel time.

Section 7. Pension contributions will be made on all cash payments for overtime pay.

Section 8. The City will pay for all hours actually worked in excess of 204 hours in a 27-day work cycle for fire suppression personnel, at the rate of time and one-half (1½) the employee's regular, straight-time hourly rate of pay, in accordance with the Fair Labor Standards Act.

Section 9. The City shall not reduce an employee's regular schedule for the purpose of avoiding or reducing the payment of overtime.

ARTICLE XI
INCENTIVE PAY

Section 1. Fire Protection Certification. The City shall pay monthly each employee holding a certificate granted by the Texas Commission on Fire Protection Personnel Standards and Education as follows:

- | | | |
|----|--------------------------|----------|
| a. | Master Certificate | \$124.00 |
| b. | Advanced Certificate | \$ 94.00 |
| c. | Intermediate Certificate | \$ 64.00 |

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Section 2. Paramedic Pay. The first pay period after the effective date of the Agreement the City shall pay monthly, \$300.00 paramedic certification pay to employees who are locally certified as paramedics and have successfully completed structural firefighting training and are certified by the Texas Commission as fire fighters.

Section 2a. Paramedic Assignment Pay. Effective the first pay period beginning after the effective date of this Agreement, the City shall pay locally credentialed Paramedics an amount equal to 5% more than the rate the Paramedic would receive pursuant to the Wage Scales set forth in Appendix A for time actually worked on an ambulance.

Section 3. Education Pay. Effective with the first pay period beginning after the effective date of this Agreement the City shall pay each employee holding an Associate's degree granted by an accredited college or university the sum of \$40.00 per month. The City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$80.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$100.00 per month. This section shall apply only to the highest degree held by the employee. Fire fighters who have not provided appropriate documentation to verify that they have the above degrees will not be entitled to the educational incentive pay until such documentation is provided.

Section 4. To ensure that records are accurate and incentive pay is timely issued; fire fighters are responsible for reporting and providing proper documentation to the Fire Chief or his designee to show that the fire fighter has completed training and education received. Fire fighters are not entitled to retroactive incentive pay. Incentive pay shall begin on the date that the fire fighter has reported and provided the proper documentation to the Fire Chief or his designee.

**ARTICLE XII
EXTRA BOARD**

Section 1. For the duration of this Agreement, an Extra Board shall be maintained with a procedure to be established by the Chief.

Section 2. In order to maintain the number of employees per Company to at least three (3) or more, the City shall have the right to utilize the Extra Board.

Section 3. This Extra Board shall consist of a call list where an employee volunteers his service to be paid at one and one-half (1½) times the employee's regular straight-time rate.

Section 4. Any employee called to work from the Extra Board list that reports to work, shall be paid for any time worked at the Extra

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Board rate of pay. If an employee works six (6) hours or less or is advised that the employee's services are not needed at the time the employee reports to work, the employee shall be paid one (1) hour of Travel Time at the Extra Board rate of pay. The Travel Time provided for in this section shall be inapplicable when the additional working time is immediately before or following the employee's regular scheduled work.

Section 5. Any employee called to duty from the Extra Board call list shall have no increased sick leave benefits, vacations, or any other benefit, except as provided in Article IX, Section 6 and except that pension payment will be paid on the payments to said employee.

Section 6. The Extra Board call list shall never be used in lieu of existing staffing.

ARTICLE XIII
UNIFORM ALLOWANCE

Section 1. The City shall furnish each member of the Bargaining Unit an initial set of uniforms as follows:

- a) For 40-hour employees: 5 shirts, 5 slacks, 1 pair of footwear, 1 belt, 1 tie, 1 coat, 3 pair of exercise shorts, and 3 exercise t-shirts;
- b) For 56-hour employees: 3 shirts that are made of flame resistant fabric or made from 100 percent cotton or cotton blend fabrics, 3 pants made of flame resistant fabric or made from 100 percent cotton or cotton blend fabrics, 1 pair of footwear, 1 belt, 1 tie, 1 work jacket, 3 pair of exercise shorts, and 3 exercise t-shirts.

Each member shall be responsible for the appearance and upkeep of the uniform in accordance with Departmental Rules and Regulations regarding the same. Uniforms made of flame resistant fabric or made from 100 percent cotton or cotton blend fabric will be issued as replacements per the normal replacement schedule.

Section 2. The City shall replace each employee's required accessories and uniforms as they wear out due to normal wear and tear or where they are irreparably damaged in the line of duty, through no negligence of the employee. Each employee shall be responsible for replacing at the employee's cost any of the foregoing which the employee loses or irreparably damages through gross carelessness. The City shall determine whether any piece of clothing or equipment referred to in this Section is worn out and should be replaced.

Section 3. The City shall furnish to all peace officers of the Fire Prevention Division:

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- A) A vest to each officer who requests one. If an officer requests and is provided with a vest, the officer shall wear the vest at all times while on duty, unless any specific duty would require otherwise, to be determined in the sole discretion of the Chief or his designee.
- B) Sufficient ammunition to load his weapon and sufficient ammunition for two reloads at all times.
- C) A copy of the Texas Penal Code, Texas Code of Criminal Procedure, Texas Motor Vehicle Laws, Texas Family Code, and The Controlled Substances Act.

ARTICLE XIV
INSURANCE

Section 1. Effective April 1, 2008, all members covered by the Articles of Agreement who wish to participate in a City sponsored health benefit program may elect to be covered by either the Buy Up Plan or the Core Plan as follows:

Section 1a. The Buy Up Plan and the Core Plan of the City of El Paso Health Insurance Benefit Program will not be amended for employees covered by the Agreement during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is subject to the employee contributing to such plan at the rate of contribution as agreed to by the parties and the rates agreed to by the parties shall not be amended during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is further subject to all program and coverage requirements, policies and conditions as set by the City for such plan, and the requirements, policies and conditions shall not be amended during the terms of this Agreement without the mutual consent of the parties. The benefits provided are those stated in the Master Contract Document (hereinafter referred to as "Master Contract Document") which is attached and incorporated herein as Appendix "F." This agreement, and the Master Contract Document for health benefits adopted herein, shall control the available health benefits during the term of this agreement, for employees covered by this Agreement.

For the calendar year 2008, the employee contribution to the Buy Up Plan shall be;

- \$80.00 per month for employee coverage;
- \$170.00 per month for employee coverage with one dependent; or
- \$210.00 per month for employee coverage with two or more dependents.

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For the calendar year 2009, the employee contribution to the Buy Up Plan shall not exceed;

- \$80.00 per month for employee coverage;
- \$170.00 per month for employee coverage with one dependent; or
- \$210.00 per month for employee coverage with two or more dependents.

For the calendar year 2010, the employee contribution to the Buy Up Plan shall not exceed;

- \$84.00 per month for employee coverage;
- \$178.50 per month for employee coverage with one dependent; or
- \$220.50 per month for employee coverage with two or more dependents.

For the calendar year 2008, the contribution to the Core Plan shall be;

- \$41.00 per month for employee coverage;
- \$96.00 per month for employee coverage with one dependent; or
- \$152.00 per month for employee coverage with two or more dependents.

The actual funding rates and benefits for the Core Plan on or after January 1, 2009 may vary annually in relationship to the civilian Core Plan.

b) In addition, employees covered under this Agreement shall be considered eligible employees under the City's Section 125 Cafeteria Plan.

c) Effective April 1, 2008, employees covered under this Agreement will have the City's prescription drug program as established by the plan requirements as approved by the City Council.

For the calendar year 2008, the prescription costs at participating pharmacies to the employee who elects coverage through either the Buy Up or Core Plan will be;

Retail (30 day supply)	
Generic	\$10 Co-payment
Preferred Brand	\$20 Co-payment
Non-Preferred Brand	\$40 Co-payment

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Mail Order or Retail as available (90 day supply)	
Generic	\$20 Co-payment
Preferred Brand	\$40 Co-payment
Non-Preferred Brand	\$80 Co-payment

For the calendar year 2009, the prescription costs at participating pharmacies to the employee who elects coverage through either the Buy Up or Core Plan will be:

Retail (30 day supply)	
Generic	\$10 Co-Payment
Preferred Brand	\$25 Co-payment
Non-Preferred Brand	\$40 Co-payment
Mail Order or Retail as available (90 day supply)	
Generic	\$20 Co-payment
Preferred Brand	\$50 Co-payment
Non-Preferred Brand	\$80 Co-payment

For the calendar year 2010, the prescription costs at participating pharmacies to the employee who elects coverage through either the Buy Up or Core Plan will be:

Retail (30 day supply)	
Generic	\$15 Co-Payment
Preferred Brand	\$30 Co-payment
Non-Preferred Brand	\$45 Co-payment
Mail Order or Retail as available (90 day supply)	
Generic	\$30 Co-payment
Preferred Brand	\$60 Co-payment
Non-Preferred Brand	\$90 Co-payment

(d) A Dental benefit program equivalent to that presently in effect shall also be provided.

(e) In addition, all employees will be entitled to elect the Dental Optical Benefit Program as provided to non-uniformed employees.

(f) No pension contributions shall be made on any cash payments under this Section of Section 1 above.

Section 2. For the duration of this Agreement and for so long as the City will continue to make available such coverage at no additional cost to the City, pensioners and/or their families may participate in the City's benefit program by paying all of the premium in full. Pensioners and/or their families are subject to the City's benefit program requirements as well as the City's administrative policies and requirements.

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Section 3. For the duration of this Agreement, the City shall maintain the term life and accidental death and dismemberment insurance policies of \$15,000.00 for employees, plus \$2,000.00 for the employee's spouse and \$1,000.00 for the employee's dependent children fourteen days of age, but less than 19 years, unless the dependent is a student under 25 years of age.

Section 4. A temporary employee after sixty (60) days service shall be entitled to and receive all insurance benefits as set out in this Article.

Section 5. The City shall employ a person with insurance expertise who will, among his other duties, assist employees who, having filed their claims, have complaints or conflicts. He will also be responsible for counseling employees preparing for retirement, or survivors of deceased pensioners or employee of their entitlement for Health, Life or Dental benefits.

Section 6. The Association shall have the right to place one member on an Advisory Insurance Committee as established by the City Council. Should the City fail to establish or maintain such a committee, the City agrees to meet with the Association during the term of this Agreement regarding Health Benefits.

ARTICLE XV
MILEAGE REIMBURSEMENT

Section 1. An employee required to use his private automobile for Fire Department business or as a necessity in changing stations shall be compensated at the current rate established by the Internal Revenue Service.

Section 2. The Chief will establish the mileage between the stations.

Section 3. The City will accumulate sums earned by each employee pursuant to this Article for a period not to exceed six (6) months and pay such accumulated sums in a lump sum in June and December of each year.

ARTICLE XVI
HOLIDAYS AND VACATIONS

Section 1. Employees covered by this Agreement shall receive the following holidays: New Year's Day, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Employee's Birthday, and any

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day designated as a holiday by City Council, Ordinance No. 8064, or City Charter.

Section 1a. An employee shall have the option of taking his birthday holiday as provided in Section 4.6 of Ordinance No. 8064 or as part of his vacation. Employees may accumulate an unlimited number of birthdays over the course of their career and they will be paid separately for the total accumulation of these days apart from the vacation and holiday.

Section 1b. For 56-hour employees, the employee's birthday shall be treated as a full 24-hour holiday; all other holidays shall be treated as one day.

Section 1c. Whenever an employee changes from 112 hours biweekly to 80 hours biweekly, the employee's birthday holiday balance after conversion shall be reduced in half or when the employee changes from 80 hours biweekly to 112 hours biweekly, it shall be doubled.

Section 1d. A forty (40) hour employee will have the option of taking his vacation in increments of one-half ($\frac{1}{2}$) day or whole day as provided by Ordinance 8064. A one-half day increment for forty-hour employees who are assigned to work ten hours per day shall be defined as a five-hour increment (half shift).

Section 1e. A 56-hour employee shall be allowed to take his vacation time in $\frac{1}{2}$ -day (6 hour) increments as long as the time is within the prescribed maximum vacation spots set out by the Department.

Section 2. An employee shall accrue vacations in accordance with the following schedule:

YEARS OF SERVICE	VACATION DAYS	VACATION DAYS
	MONTHLY ACCRUAL	ANNUAL ACCRUAL
0-10	1 $\frac{1}{4}$	15
10-15	1 $\frac{1}{2}$	18
15-20	1 $\frac{3}{4}$	21
Over 20	2	24

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For the purpose of this Agreement, a "day" shall be deemed to be 12 hours for 56-hour employees and an 8-hour period for employees working 40 hours per week.

Section 2a. Thirty-six vacation slots per shift shall be maintained for the purpose of allowing a minimum of twenty-eight (28) vacation slots, four (4) birthday and four (4) two-day

vacation slots per shift. Unassigned vacation and birthday slots shall be made available for two-day vacations.

Section 2b. Two (2) shift supervisors at Communications shall be allowed on vacation during the same period. Distribution of all additional vacation slots within the various ranks will be made by the Chief as provided in the Departmental Rules and Regulations.

Section 3. An employee is expected to use some vacation during each anniversary year. For purposes of clarification, 56-hour employees shall have one additional day which may be accumulated. This additional day shall be the day described in Section 1b of this Article.

Section 4. Employees shall be permitted to accumulate up to seventy-five (75) days of vacation and holiday time combined. Any excess over such accumulation shall be lost if such excess exists during the pay period in which the anniversary date falls, but not prior to the anniversary date. No employee who has applied for, but was unable to obtain, a vacation due to staffing shortages as determined by the Fire Chief or his designee shall lose any excess vacation and holiday days; instead the employee shall be required to take the next available vacation period.

Section 5. An employee who has accrued vacation and holiday time to his credit at the time of death, dismissal, resignation, or retirement shall be paid his salary equivalent, the same as if the employee had worked, including longevity and incentive pay, to the accrued vacation and holiday time. The following formula shall be utilized for eight (8) hour personnel in computing vacation and holiday time accrual upon death, dismissal, resignation, or retirement:

8.57 times vacation days accrued times hourly wage = (8.57)xDx\$H.

8.57 times holiday days accrued times hourly wage = (8.57)xDx\$H.

Section 6. Vacation and holiday assignments shall be assigned as set out in the Departmental Rules and Regulations. It shall not be prohibited for the officer and driver of the same company to be off on vacation, birthday, or holiday simultaneously on the same shift.

Section 7. For 56-hour employees, vacation and holiday period shall be for 24-hour increments (one shift) or increments thereof with the following exceptions: Occasionally, some employees may be faced with circumstances that would require them to report to duty at midnight or be relieved at midnight (examples would be Funeral Leave and Military Leave). In any circumstance where an employee may be required to either report at midnight or be relieved at midnight, the employee shall have the option of taking a one-day vacation. For 40-

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hour per week employees, vacation and holiday period shall be for one-day or half-day increments or increments thereof. Vacation and holiday periods for 56-hour employees shall be for any two-day period or multiple thereof.

Section 8. All days off for vacation or holidays shall be assigned on regularly assigned work days.

Section 9. Regular vacation periods shall, if applicable, consist of forty-one consecutive three-shift periods. Employees shall be allowed to take up to a maximum of four (4) consecutive periods, if available, in any combination.

Section 10. An employee who has been assigned a regular vacation in the preference time periods as set forth by mutual agreement of the Fire Chief and the Association of at least three (3) shifts, shall have no preference two-day vacations during those periods of time. These preference time periods shall be set forth each year prior to assignment of vacation. An employee who has not been assigned a regular vacation in the above referred to periods or has been assigned less than three (3) shifts in those periods shall be allowed only three (3) preference shifts in those time periods.

Two-day vacations shall be assigned in the following manner:

- One Deputy Chief
- One Battalion Chief
- One Captain
- One Lieutenant/Medical Lieutenant
- One FST/Fire Paramedic
- Two Fire Fighters

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It is the intent of this Section to allow a member who has been assigned less than three (3) shifts in the above-referred- to time periods to retain his seniority until such time as the employee has received a total of three (3) shifts vacation in the preference time periods and shall in no way be affected by birthday holidays.

ARTICLE XVII
SICK LEAVE

Section 1. An employee shall accumulate sick leave at a rate of one and one-quarter (1¼) days per month from the first day of employment.

Section 2. An employee has unlimited accumulation of sick leave. Persons employed prior to the effective date of this Agreement shall carry forward any unused sick leave accumulated prior to the effective date of this Agreement. So-called "special sick leave" which an employee may have accrued prior to the effective date of the

1976 Agreement shall not count as part of the days permitted to be accumulated under this Section.

Section 3. Persons employed prior to the effective date of the 1976 Agreement and Fire Medical Personnel who had, pursuant to the terms of Section 4.4 of Ordinance No. 8064, "special sick leave" available to them shall retain such time as "special sick leave" pursuant to the Ordinance, but no such time shall ever be subject to the payment provisions of Section 6 of this Article.

Section 4. The accident with pay ("AWP") provisions set out in Section 4.5 of City Ordinance No. 8064 are hereby modified as follows:

Section 4a. Paragraph G) "Maximum Duration of AWP" is replaced with: An employee who, while in the course and scope of his employment, receives an injury or illness while in the line of duty, may be granted AWP extensions in thirty-working-day increments, if he provides current medical evidence which indicates such employee has a recoverable injury or illness. Current medical evidence will be provided to the Chief and will reflect any change in the employee's status. A "recoverable injury or illness" means that, when the employee is released to return to work, he will be able to perform the essential functions of his position which were required at the time of the injury or illness. Any employee receiving disability retirement benefits shall not be eligible for any such extensions.

Section 4b. Paragraph I) "Initial Seven Days of Disability" is replaced with: AWP salary supplement is available for the first seven (7) days of disability not initially paid by workers' compensation benefit. The fire fighter will not be required to use annual or sick leave for this first seven days of disability.

Section 4c. Paragraph (K) "Leave Balances" is replaced with: While on AWP leave the fire fighter continues to accrue sick and annual leave.

All other provisions of Section 4.5 not specifically amended by this section remain in effect.

Section 5. The Fire Chief retains the right to require a medical certificate in accordance with Rule 13 Section 2(b) of the Civil Service Commission Rules before an employee shall be paid sick leave under the provisions of this Article.

Section 6. The employee, his heirs, or legal representative shall be compensated in cash for any unused accumulation of sick leave up to the maximum of 75 days at the employee's basic hourly rate of pay, at the time of his death, resignation, termination, or retirement.

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In the case of any unused accumulation of sick leave in excess of 75 days, an employee, his heirs, or legal representative shall be compensated in cash for such days of unused sick leave in excess of 75 days, up to a maximum of 140 days, in an amount equal to one (1) day's pay for every four (4) days of unused, accumulated sick leave at the employee's basic hourly rate of pay, at the time of his death, resignation, termination, or retirement. The following formula shall be utilized in computing unused sick leave accrual for 8-hour personnel upon death, resignation, termination, or retirement:
(8.57) times accrued sick leave times hourly wage.

Section 7. Any employee who is entitled to receive accumulated sick leave cash compensation under this Article shall have the option to be paid the same in a lump sum payment or in quarterly payments.

Section 8. For the purpose of this Agreement, a "day" shall be deemed to be a 12-hour period for 56-hour employees and an 8-hour period for employees who work 40 hours per week.

Section 9. Fifty-six hour employees who have not utilized sick leave for six months will receive four days of vacation which will be added to their vacation balance.

9a. Forty-hour Operations and Support employees who have not utilized sick leave for six months will receive two days of vacation added to their vacation balance.

9b. For the purposes of this Section, sick leave is defined as any leave that is deducted from the employee's sick leave balance and does not include FMLA, funeral leave or AWP/Workers Compensation leave.

9c. The six month period is defined as thirteen consecutive full pay periods in which the employee has not utilized sick leave as defined above and which have not previously been counted toward the benefits under the plan. The employee shall be responsible for notifying the Fire Department Payroll Section when they have completed six consecutive months as defined above without sick leave usage, within 30 days of completion of thirteen consecutive full pay periods in order to be eligible to receive benefits under this plan.

9d. If an employee fails to timely notify the Fire Department Payroll Section of his completion of thirteen consecutive full pay periods, the qualifying period is measured from the date the employee notifies the Department. The Department will count only the previous thirteen consecutive full pay periods for the purposes of eligibility under this section.

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9e. The City or the Association may discontinue the sick leave reduction plan with a six-month advance written notice to the other Party.

ARTICLE XVIII
SHARED SICK LEAVE

Section 1. The Fire Department shall establish a Shared Leave Policy Program. The program will allow fire fighters to voluntarily donate a maximum of three days per year of accrued sick and/or vacation leave to a bank for the use of and to help alleviate the financial hardship caused by life-threatening illnesses or injuries which force a fire fighter to exhaust all paid leave time earned and subsequently lose compensation from the City. The City reserves the right to revise, change, modify, or cancel this program at anytime in accordance with Federal and State statutes and local ordinances. Shared sick leave is not available if the employee is drawing workers' compensation.

Section 2. Any fire fighter of the Fire Department who suffers a life-threatening medical condition and who has exhausted all available paid leave may make a written application to the Fire Chief to become a shared leave recipient. A life-threatening medical condition is defined as a severe medical condition, identified as life-threatening by a medical doctor, which is non-job related and which has a prolonged negative effect on the employee's health and incapacitates the employee for an extended period of time. Such conditions require in-patient hospital care, or prolonged out-patient care as determined to be medically necessary by a licensed physician. The maximum amount of shared sick leave that can be used is thirty days.

Section 3. A fire fighter must have exhausted all of his available leaves before being eligible to apply for Shared Leave. The fire fighter or his authorized representative must complete the Shared Leave Application Form (Appendix G) and send it, with the Medical Certification Form (Appendix H), to the Fire Chief. The Medical Certification should indicate the nature of the illness or injury for which the physician is treating the employee, the diagnosis, and whether or not the condition is life-threatening. The Medical Certification must be submitted with the request. If the Medical Certification is incomplete, the request will be denied.

Section 4. Contributions will be accepted only during a yearly "open period" as established by the Fire Chief or upon the Fire Chief's determination that there is insufficient leave to grant approved applications. Contributions will be limited to three days of sick or vacation leave per year. Leave contributions once approved are irrevocable. The name of the contributor will be kept confidential to the extent allowed by law. Fire fighters may not be

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solicited for contributions. Fire fighters wishing to donate leave should complete the Shared Leave Contribution Form, attached as Appendix I, and submit it directly to the Fire Chief.

Section 5. The Fire Chief shall be the approval authority for all requests for Shared Leave. The Fire Chief may request additional information to determine if a condition qualifies as a life-threatening injury or illness.

Section 6. There shall be a Shared Leave Bank Board consisting of three members selected by the Fire Chief and two members selected by the Association. Decisions made by the Fire Chief concerning Shared Leave requests are appealable to the Shared Leave Bank Board. Appeals will be decided by majority vote. All decisions by the Board are final. For purposes of this section only, a majority vote shall be three.

Section 7. The participating employee will immediately lose his right to Shared Leave benefit and all unused Shared Leave in his sick leave account will revert to the Shared Leave Bank, if the employee dies, separates from employment, voluntarily cancels his participation in the Shared Leave Program, exhausts the maximum approved Shared Leave given to the employee, or commits fraud or misrepresentation in the request or use of Shared Leave benefits.

Section 8. The estate of a deceased employee (recipient) is not entitled to any benefit for unused leave acquired by that employee from the Shared Leave Bank. Any such unused leave will revert to the Shared Leave Bank.

ARTICLE XIX FUNERAL LEAVE

Section 1. Funeral leave shall be as set out in the Civil Service Rules at the time of the execution of this Agreement, unless otherwise amended herein. In addition to the immediate family as defined in the Civil Service Rules, the immediate family for the purpose of leave for death in the family shall include grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, and any relative living in the household of the employee.

Section 2. Subject to compliance with departmental administrative procedures, an employee shall also be granted time off actually necessary to attend funerals of other relatives, but leave with pay in such cases shall under no circumstances exceed more than one day (12 hours, in the case of 56-hour employees).

Section 3. No more than five employees may be off work on funeral leave under Section 2 at any one time. Subject to the needs of the

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Department, an employee shall be granted time off to attend a funeral under Section 2 on a first-come, first-served basis.

Section 4. Time taken off with pay pursuant to this Article shall be treated as, and charged to, sick leave.

Section 5. In the event of death in the immediate family of the employee, leave with pay shall be provided as follows:

Section 5a. For 56-hour employees, funeral leave shall commence on the day of death, through one day after the date of the burial. Travel time shall commence after the above-mentioned day. The employee has the option to take a one-day vacation under Article XIX, Section 5c.

Section 5b. For 40-hour employees, funeral leave shall commence on the day of death, through one day after the date of burial. Travel time shall commence after this period.

Section 5c. In any circumstance where an employee is required to report at midnight or be relieved at midnight due to funeral leave, the employee will have the option to take a one-day vacation or increments thereof.

ARTICLE XX
EMERGENCY LEAVE

Section 1. In the event of a sickness or injury of a member of an employee's immediate family or household that requires the employee's personal care or attention or other personal emergency that requires the employee's personal care or attention, the employee shall be granted emergency leave with pay not to exceed one (1) working shift in the case of 56-hour employees and two (2) working days in the case of 40-hour per week employees. Emergency leave is to commence immediately upon approval by the immediate supervisor, and notification or appeal, if denied, through the chain of command up through Deputy Chief.

Section 2. Time taken off with pay pursuant to this Article shall be treated as and charged to sick leave. The City shall not be obligated to pay an employee who has no accrued sick leave.

ARTICLE XXI
SHIFTS AND HOURS OF WORK

Section 1. Line personnel shall work 24-hour shifts, according to the Shift Schedule attached hereto as Appendix B. The parties hereto agree that, if an employee works the Schedule contained herein in Appendix B, for purposes of this Agreement, the employee shall be

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deemed to have worked 56 hours per week, even though the employee will necessarily work more than 56 hours in some weeks and fewer than 56 in other weeks.

Section 2. Personnel assigned to the Communications Division shall work an average of 40 hours per week, according to a Schedule designated by the Chief or designee.

Section 2a. The officers assigned to work at the Communications Center will change shift fifteen (15) minutes prior to the shift change of the Public Safety Dispatchers in order to allow for proper transfer of information. This section is not intended to increase nor reduce the scheduled forty (40) hours per week.

Section 3. Personnel assigned to work a 40-hour week will have schedules posted five (5) days prior, except in case of emergency.

Section 3a. An employee assigned to work an average of forty hours per week, may, with the Fire Chief's approval, agree to work four (4) ten-hour days, according to any schedule approved by the Fire Chief. The Fire Chief may, in his discretion, assign 40-hour operations employees to work two (2) 20-hour shifts, according to any schedule designated by the Fire Chief. Nothing in this Agreement shall constitute a guaranteed minimum or maximum number of hours worked in any day or week.

Section 3b. The City shall continue to permit the practice of "trading time" by shift employees subject to the restrictions contained in this Section. When time is traded pursuant to the provisions of this Section, the traded hours shall be deemed to have been worked by the employee originally assigned to work; similarly, if, for any reason, the City is required to pay another employee for such time at the rate of one and one-half (1½) that employee's regular straight-time hourly rate of pay, the employee originally scheduled to have worked the hours shall be docked for such time at one and one-half (1½) of the employee's regular straight-time hourly rate of pay. All traded time must be paid back within twelve (12) months following the date of the traded shift. No employee may "owe" other employees more than three (3) shifts at any one time. The employee originally scheduled to work shall be responsible for notifying the Chief or his designee of the proposed trade, including the name of the employee who has agreed to work the shift, and such notification shall be made to the Chief or his designee at least 72 hours prior to the beginning of the shift in question, except in cases of unforeseeable emergency. The Chief or his designee retains the right to disapprove any request for trading time, but such approval shall not be unreasonably withheld. The employee who works the traded shift shall receive no compensation from the City for doing so, even if the employee originally assigned to work should terminate his employment with the City for any reason without paying back the traded time.

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Section 4. An employee is expected to be in uniform and fully prepared to assume his duties at the beginning of his assigned shift, and the employee shall remain on duty until the end of that shift, unless the employee is permitted by the employee's commanding officer to be relieved prior thereto for good cause shown. For pay purposes, the employee permitted to leave early shall be deemed to have completed the shift, and the employee who agreed to report early in the other employee's place shall be deemed to have commenced work at 1145 hours.

Section 5. Except as noted in Section 6, an employee shall be deemed to be tardy if the employee reports after 1145 hours and will be subject to disciplinary action as deemed appropriate by the Chief. If the employee reports after 1210 hours, the employee will be recorded as being AWOL for the time of the tardiness. If an employee calls in prior to 1145 hours with an excuse acceptable to the commanding officer and another employee agrees to hold over until the late employee arrives, the foregoing sentence shall be waived. In such case, for pay purposes, the employee who agrees to hold over shall be deemed to have ceased work at 1145 hours and the employee who is late shall be deemed to have commenced work at 1145 hours.

Section 6. Deputy Chiefs and Battalion Chiefs shall commence work at 1100 hours and shall remain on duty until 1100 hours the following day.

ARTICLE XXII
EXAMINATIONS AND PROMOTIONS

Section 1. Within sixty (60) days after a vacancy occurs in the ranks of FST, Fire Paramedic, Fire Lieutenant, Medical Lieutenant, Captain, or Battalion Chief, the City shall fill the vacancy. Examinations for FST, Fire Paramedic, Fire Lieutenant, Medical Lieutenant, Captain, or Battalion Chief will be given within thirty (30) days after the expiration of the current eligible list. All other vacancies will be filled within ninety (90) days of the vacancy. Examinations will be given only when a vacancy occurs or is anticipated. At least thirty (30) days prior to such examination, a bibliography will be posted. All eligible lists will be in effect for two (2) years from the date the list is approved by the Human Resources Director. When a list is exhausted prior to its expiration date, the thirty (30) and sixty (60) day provisions of this section are not applicable, but those provisions shall be for a period of not to exceed one hundred twenty (120) days, as long as, in extreme cases, such as the Battalion Chief's examination, the parties can agree to extend the one hundred twenty (120) days, if necessary.

Section 1a. During the first week of each year, the Department will issue bibliographies of all potential materials from which

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promotional examination questions may be taken, and they will be posted for examinations to be administered within the one-year period beginning the following April. Each material posted in the bibliography will be used to formulate one or more questions for the examination.

Section 2. All examinations for promotion to Captain or the equivalent and below shall be by written examination. The City may weigh oral assessment centers as 50% of the total score for FS6, and 50% to 60% for FS7 and FS8 classifications. A maximum of 16 passing scores on the Battalion Chief examination will be admitted to an assessment center and a maximum of 8 passing scores for all other ranks in FS6, FS7, and FS8. When an examination is announced as written and assessment center and 3 or fewer people pass the written examination, the assessment center shall be waived and the rank order shall be determined according to written grade. Promotion lists shall remain in effect for a period of two years, unless exhausted sooner.

Section 3. The Civil Service Provisions of the City Charter adopted January 24, 1984 and the Civil Service Rules adopted pursuant thereto, as amended, and Ordinance 8064, as amended, shall in all respects govern in promotions, except as amended in this Agreement.

Section 3a. To the scores of the applicants for promotion of FS2 through FS8 shall be added a maximum of seven (7) credits or points for the first seven (7) years in grade and shall be prorated on a basis of .083 points per month.

Section 3b. These points will be based upon the applicant's time since he attained the grade specified in the minimum qualifications for the tested position.

Section 4. All promotions to the rank of Assistant Chief (FS9) shall be exempt from competitive examinations and shall be made instead by appointment by the Fire Chief. Only those employees who have been certified fire fighters with the El Paso Fire Department for a minimum of twelve (12) years, and, at the time of appointment, held the rank of FS6 or above, shall be eligible for such appointment. Members so appointed shall serve at the pleasure of the Chief and may be demoted from said position at the Chief's discretion. Any Assistant Chief so demoted shall be returned to the class grade from which he was appointed and shall retain all benefits, including service time and salary increases, to which he would have been automatically entitled had he continuously remained in that class grade. No more than three (3) positions shall be subject to the terms of this Section.

Section 5. Employees who meet the basic requirements will be eligible to take promotional examinations for positions considered to

be "lateral" with their current position, those positions to which there would not necessarily be an increase in salary. A Medical Lieutenant is eligible to take a promotional examination for Fire Lieutenant, if all the minimal requirements for the position have been met. A Fire Paramedic is eligible to take a promotional examination for the Fire Suppression Technician, if all the minimal requirements for the position have been met.

Section 6. Any employee who resigns his employment with the Fire Department for any reason, but is reinstated at a later date, shall have his name removed from any promotional eligibility list and shall not be eligible to take any promotional examinations for a period of two (2) years from the date of reinstatement.

Section 7. For examination purposes, an employee's date of employment shall be the date the employee graduated from the Training Academy.

Section 8. The time period an employee must serve in grade before he is eligible to take a promotional examination for a higher position shall be two and one-half (2½) years.

Section 9. During the term of this Agreement, a committee consisting of representatives of the City and the Association shall meet diligently to explore mutually satisfactory improvements in the promotional examination procedures for all promotional examinations.

Section 10. Except as provided in Article XXIV, Section 18 and its subsections, all routine vacancies below Grade FS9 shall be filled from existing eligibility lists, if a valid list exists.

Section 11. All copyrighted reference materials listed on the bibliography or used to formulate questions for a written exam shall have a copyright date of within ten (10) years of the date of the exam. All materials must be in print at the time the bibliography list comes out. The Department and the Association may agree on books with a copyright date older than ten years.

Section 12. Protests of the written portion of an examination, under Rule 9 of the Civil Service Rules, will be reviewed by a committee consisting of one Association representative, one Department representative, and the Fire Chief or his designee to serve as the tie breaker. The committee may be assisted by the City's Human Resources staff. Decisions made by this committee may be appealed to the Civil Service Commission under Rule 9.

The results of any Assessment Center shall not be subject to grievances or the arbitration process, but may be subject to the protest procedure of Rule 9, Sec. 7(c) of the Civil Service Commission Rules and Regulations.

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Section 13. Employees must be promoted from a Fire Lieutenant's promotional exam list and serve as a Fire Lieutenant for two and one-half (2½) years prior to taking a promotional exam for Captain.

Section 14. Upon receipt of a requisition to fill the vacancy of a uniformed position, the highest name on the proper eligible list shall be certified for the vacancy. If more than one vacancy exists, then the next highest name on the eligible list will also be certified for each additional vacancy. All persons on a certification list will be interviewed and considered for the uniformed position. The Fire Chief retains the right to non-select any person on the certification list and request that the next highest name on the eligible list be certified in accordance with the Civil Service Rules and Regulations.

Section 15. An employee on an eligibility list who is passed over for selection will be provided a written reason for non-selection. A pass over is defined as the appointing authority selecting someone who is ranked lower on the eligibility list than the employee who is passed over. A pass over does not include an employee who submits a waiver prior to the appointing authority's announcement of its selection.

Section 15a. An employee on an eligibility list who is passed over for selection a second time to the rank of Battalion Chief or above may appeal the appointing authority's decision to an arbitrator. The appeal must be submitted within 10 working days of notification of non-selection. Within 10 working days of receipt of written notice from Local 51 of the intent to appeal, the City and Local 51 shall select a local arbitrator. If Local 51 and the City cannot agree on an arbitrator, then the Parties shall request that the Texas Arbitration Mediation Services submit a list of seven (7) arbitrators. Within ten (10) working days after receipt of the list of arbitrators, each party shall alternate in striking a name from the list until only one name remains. The remaining arbitrator shall act as the arbitrator and hear the appeal. The fee and expenses of the arbitrator shall be borne equally by the City and the Association. The standard of review for the appeal is arbitrary and capricious. The decision of the arbitrator is binding on all parties and is not appealable.

Section 15b. An employee on an eligibility list who is passed over for selection a third time to the rank of Captain or below may appeal the appointing authority's decision to an arbitrator. The appeal must be submitted within 10 working days of notification of non-selection. Within 10 working days of receipt of written notice from Local 51 of the intent to appeal, the City and Local 51 shall select a local arbitrator. If Local 51 and the City cannot agree on an arbitrator, then the Parties shall request that the Texas Arbitration Mediation

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Services submit a list of seven (7) arbitrators. Within ten (10) working days after receipt of the list of arbitrators, each party shall alternate in striking a name from the list until only one name remains. The remaining arbitrator shall act as the arbitrator and hear the appeal. The fee and expenses of the arbitrator shall be borne equally by the City and the Association. The standard of review for the appeal is arbitrary and capricious. The decision of the arbitrator is binding on all parties and is not appealable.

Section 16. Removal from Eligibility List on Account of Non-selection. An employee who is on an eligibility list and is passed over for appointment five times will be removed from the eligibility list.

ARTICLE XXIII
SAFETY AND HEALTH

Section 1. It is the desire of the City and the Association to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness to fire fighters.

Section 1a. The City shall provide immunizations as recommended by the City Health Authority and the Occupational Safety and Health Administration.

Section 1b. Mandatory baseline physicals shall be provided for employees annually in accordance with Appendix D.

Section 1c. A mandatory physical fitness program shall be established by the City. Such program will be prescribed and monitored by a physician.

Section 1d. All fire stations constructed after the signing of this Agreement shall be designed and provided with provisions to ventilate emissions from fire apparatus to prevent exposure or contamination of living and sleeping areas to fire fighters.

Section 1e. The position of Safety Officer shall be maintained.

Section 2. Protective devices, wearing apparel, and other equipment required by state laws as necessary to properly protect fire fighters shall be provided by the City at no cost to the employees and shall conform to applicable standards.

Section 2a. All protective devices, wearing apparel, and other equipment currently being provided by the City for the safety and protection of fire fighters shall continue to be provided. Protective clothing shall be issued/replaced while personnel are on duty. A fire fighter who picks up his protective clothing during his

normal off-duty hours shall not be deemed to be on duty by reason of the preceding sentence. Fire fighters shall be exempt from entering a hazardous environment if protective clothing does not meet accepted standards.

Section 2b. Seat safety belts, which shall be worn, shall be provided on all apparatus.

Section 3. The City shall provide each employee of the Fire Department and the employee's dependents with medical care in the event the employee is exposed to any communicable disease in the performance of fire fighting duties and as first responders on EMS calls. Members exposed to any communicable disease shall be compensated at one and one-half (1½) times his salary for time spent on follow-up exams as a result of possible exposure, when exams are performed off-duty.

Section 4. No employee shall work more than forty-eight (48) hours straight, without a twenty-four hour break, except for emergency incidents.

Section 5(a). A Safety Committee shall be maintained and function as follows:

- a. Meet at least monthly.
- b. Address matters of safety and health.
- c. Make recommendations to the Fire Chief.
- d. Keep minutes of all committee meetings and forward a copy to the Chief and the Association.
- e. The Committee shall consist of six (6) members, three (3) appointed by the Association and three (3) appointed by the Chief. In cases of a tie, the Chief or his designee shall break the tie.
- f. The City will provide relief for two Association Safety Committee members when the meetings are conducted while the members are scheduled for regular duty.
- g. There must be a minimum of four Safety Committee members present to constitute a quorum for a meeting.

Section 5(b). A Fitness Committee shall be maintained and function as follows:

- a. Meet at least monthly.
- b. Address matters of fitness.
- c. Make recommendations to the Fire Chief.
- d. Keep minutes of all committee meetings and forward a copy to the Chief and the Association.
- e. The Committee shall consist of six (6) members, three (3) appointed by the Association and three (3) appointed by the Chief. In cases of a tie, the Chief

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or

- f. The City will provide relief for two Association Fitness Committee members when the meetings are conducted while the members are scheduled for regular duty.
- g. There must be a minimum of four Fitness Committee members present to constitute a quorum for a meeting.

Section 6. Both the City and the Association believe that it is to their mutual benefit for Fire Department personnel covered by this Agreement to have available to them a stress management program. To this end, a program will be initiated. The program shall satisfy and conform to the following criteria:

- (1) The program shall have the elements of both continuity and individuality of counseling. To that end, the City, after consultation with the Association would, on an independent contract basis, engage the service of an expert in stress management whose office will be located in the City of El Paso.

The expert's duties will be to devise, implement, and operate an El Paso Fire Department counseling program covering the identification and treatment of stress.

- (2) There shall be four (4) methods of entry into the program:
 - (a) Behavioral-cause investigation
 - (b) Supervisory referral
 - (c) Voluntary participation
 - (d) Post-trauma referral

The behavioral-cause investigation is an after-the-fact referral made when the Chief orders a behavioral-cause investigation be made of a fire fighter who has been the subject of an internal investigation immediately prior thereto.

The supervisory referral results when a supervisor detects behavioral patterns which indicate to him that the fire fighter requires the intervention of the program. The supervisor can recommend that his subordinate be required by the Chief to go to the expert, or agent, for evaluation and recommendation and such treatment as may be deemed necessary by the expert. To this end, supervisory personnel shall be trained in the recognition of stress.

The voluntary participation method involves any fire fighter who, after evaluation, the expert determines needs to be in the program.

Post-trauma referral occurs where there has been the death of another individual or when the fire fighter has been exposed to any incident including, but not limited to, situations where another may have suffered injury or death, wherein the immediate supervisor of

the fire fighter involved is of the opinion that such referral is in the best interests of the Department or the fire fighter.

In cases where a fire fighter, in the performance of duties, has been involved in a death, the expert and another person of the fire fighter's choice will immediately be notified and allowed immediate access to the fire fighter involved.

(3) All conversations between the fire fighter and the expert employed in connection with the program and records maintained by the program shall be considered privileged. When the expert has concluded that a fire fighter constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said danger. In cases where a fire fighter is referred to the program by order of the Chief, the expert shall report to the Chief only compliance or noncompliance with treatment by the expert. The expert shall also, at the appropriate time, report to the Chief that no further participation by the fire fighter is required.

(4) The stress management program should be designed so as to include physical as well as mental well-being.

(5) This program shall be designed to provide assistance to the fire fighter in order to manage problems of stress affecting the ability to effectively perform the duties of fire fighter. If, in order to handle problems of stress peculiar to the fire fighter, it becomes necessary, in the sole opinion of the expert, to include significant other persons in order to properly handle the fire fighter's counseling, the same may be done. It is not the intent of this program to engage in counseling services in areas other than that which directly affect the fire fighter.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

Section 1. The City shall provide a copy of this Agreement to each permanent work station within the Fire Department. The City shall provide to the Association a current copy of Ordinance No. 8064, the current City Charter, Civil Service Commission Rules along with all future change supplements, and amendments pertaining to the El Paso Fire Department.

Section 2. The City shall provide each employee of the Fire Department with a booklet describing all of the benefits of his employment.

Section 3. All major painting, remodeling, and renovations of City Fire Department buildings shall be the responsibility of the City, and no member of the Bargaining Unit shall be required to do any of the above.

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Section 3a. Quality of life items such as bathroom facilities, heating and cooling, and cooking facilities shall be repaired within a reasonable period of time under existing circumstances.

Section 4. The City shall provide for insuring fire fighters within the performance of their duties against liability to third persons arising out of the operation, maintenance, or use of any motor vehicle owned or leased by the City.

Section 5. All supplies required for the operation, maintenance, and upkeep of fire stations, including, but not limited to, office supplies, cleaning supplies, etc., shall be delivered to the stations.

Section 6. All administrative papers, including vacation, birthday, and sick leave papers shall be brought to an employee's work station for his signature. Electronically-available administrative papers shall be deemed to satisfy this requirement.

Section 7. Employees at any new station shall be permitted to have installed one or more private telephone lines for personal use. The business phone will not be used for personal matters, except in cases of emergency. The City shall reimburse the reasonable installation charge for one telephone to such employees, provided that the employees remain at all times responsible for any and all other charges and expenses thereafter incurred, including, but not limited to, monthly and long distance charges, special assessments, equipment costs, repair, replacement, maintenance, transfer, and other administrative charges.

Section 8. Any employee working 2245 hours to 0645 hours shift at the Communications Division who is summoned to jury duty shall be released from duty at the Communications Division on all shifts after the date the employee is scheduled to appear, until the shift following the day the employee is released from said jury duty; provided, the first or last shift for which the employee was released is not the employee's day off.

Section 9. The parties agree that any right or duty of the Chief or Assistant Chief provided in this Agreement may, in the Chief's sole discretion, be delegated to any other person or persons.

Section 10. The City shall annually furnish to each first line and reserve fire company up-to-date maps of the City.

Section 11. The employer shall provide, without cost to employees on duty, adequate parking spaces adjacent to all Fire Department facilities, fire stations, and work sites.

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Section 12. All employees must participate in a direct deposit system with banks and credit unions for payroll checks no later than the effective date of this agreement.

Section 13. Employees suspended up to a maximum of ten (10) working days may, upon the employee's request and approval by the Chief, forfeit vacation equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the employee and no appeal to the Commission may be instituted on suspensions where the employee has agreed to the suspended time. This option must be exercised within seven (7) days upon notification of the suspension.

Section 14. The position of FST II will be eliminated through attrition. As the current FST II leaves the position, a Lieutenant will be placed in the vacated position.

Section 15. The City shall allow the Association to erect an Association bulletin board at each workstation location for legitimate Association business. The Fire Chief shall approve the bulletin board size. The City shall not interfere with said bulletin board erected by the Association, except that the Fire Chief shall approve the content of the bulletin board. Such approval will not be unreasonably withheld. The House Captain shall be permitted to approve the location of the bulletin board within the station. If the bulletin boards are used for any other purpose, the material will be removed by the Chief or his designee.

Section 16. Fire Department employees who are members of the ARFF Unit will be allowed to qualify for and attend the Fire Training Academy to obtain certifications as structural fire fighters. Employees who do not successfully complete the Academy will be allowed one additional opportunity to attend after every other employee has had the initial chance to attend.

Section 17. Fire Department employees who are forty-hour operations personnel (former FMS employees) will be allowed to qualify for and attend the Fire Training Academy to obtain certification as structural fire fighters. The Fire Chief will determine the number of employees who may attend each scheduled Academy. Selection will be based on seniority. Forty-hour operations personnel who do not successfully complete the Academy will be allowed one additional opportunity to attend after every other FMS employee has had the initial chance to attend.

Section 18. Upon the ratification of this Agreement, the current ranks of Division Chief, Assistant Fire Marshal, Training Chief, and Fire Maintenance Superintendent will be eliminated by attrition; provided that, if a vacancy should arise in the rank of Division Chief or Assistant Fire Marshal prior to the expiration of the

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promotional list in effect as of the effective date of this Agreement, the position shall be filled by reference to such list. No one on a current promotional list will be adversely affected by this provision. Specifically, any vacancy for Division Chief or Assistant Fire Marshal will be filled from the existing list until it expires or the list is exhausted.

Section 18a. Subject to the single exception set forth in Section 18, when a current Division Chief, Assistant Fire Marshal, Training Chief, or Fire Maintenance Superintendent position becomes vacant, it shall be filled by a Battalion Chief.

Section 18b. A Battalion Chief who is assigned to a 40-hour position will be designated as a Staff Battalion Chief. Subject to the single exception set forth in Section 18, vacancies in the position of Staff Battalion Chief will be filled by virtue of assignment, not by competitive examination. The ultimate goal, in accordance with the provisions of the following subsections, will be to replace each such rank with an employee in the rank of Battalion Chief.

Section 18c. For the duration of his assignment, a Battalion Chief who is assigned to a Staff Battalion Chief position will be paid at the same step on the FS7 pay scale to which he would otherwise be eligible on the FS6 pay scale. At the conclusion of his assignment, the Staff Battalion Chief will return to appropriate step on the FS6 pay scale. A Battalion Chief's anniversary date will not be reset when he is assigned to a Staff Battalion Chief position nor when he is reassigned to a Battalion Chief position.

Section 18d. By attrition, the separate Class Titles of Division Chief, Assistant Fire Marshal, Training Chief, and Fire Maintenance Superintendent will be removed from the Class Titles set forth in Appendix C hereof.

ARTICLE XXV GRIEVANCE PROCEDURE

Section 1. All appeals of employee disciplinary matters, including reprimands, suspensions, demotions, and/or termination, and appeals of all other types heretofore heard by the Civil Service Commission (except as the jurisdiction of the Civil Service Commission is limited by another express provision of this Agreement) shall

continue to be heard exclusively by the Commission. The decision of the Civil Service Commission shall be final and binding upon the employee(s) involved, the City, and Association, subject to such limited rights of appeal as existed prior to the execution of this Agreement. The following rules shall be applicable to arbitration as well as to appeals to the Civil Service Commission. For the purposes of this Article and Article XXII, Sections 15a through 15b, inclusive, a "day" shall be defined as a day that City Hall is open to the public for business.

Section 1a. Upon request of either party addressed to the opposing party at least twenty (20) days prior to the date of the hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. Such exchange shall be completed not later than ten (10) days prior to the date of the hearing.

Section 1b. During the arbitration or hearing of an appeal, the parties shall have the right to have a representative of their choosing sit at the counsel table. Such representative shall have the right to testify at any time during the hearing, and neither the arbitrator nor the Civil Service Commission shall designate the manner in which either grievant or the City calls its witnesses for testimony; provided, however, the arbitrator or the Civil Service Commission may designate which party has the duty to proceed.

Section 2. The Association or any employee covered under this Agreement may file a grievance as hereinafter defined and shall be afforded the full protection of this Agreement. Grievances involving the application, interpretation, or enforcement of this Agreement shall, subject to the foregoing Section, be resolved in the following manner:

Step 1a. Any grievance filed by the Association shall be filed in writing delivered to the Fire Chief within ten(10)days after occurrence of the grievance. The written grievance shall indicate the employee or employees affected and/or the specific articles allegedly violated and shall proceed directly to the Fire Chief.

Step 1b. If the grievance is filed by an employee, the aggrieved employee shall, within five (5) days after the grievance arises, discuss the grievance with his immediate supervisor and attempt to resolve the matter. The supervisor involved shall give an oral answer with respect to the grievance immediately, if possible, but not later than three (3) days following the end of the discussion.

Step 2. If the immediate supervisor's oral answer does not settle the issue, the employee shall, within five(5)days following receipt of the oral answer provided for in Step 1b,present the grievance in writing and signed by the employee to the Association's Grievance Committee, with a copy to the Chief. The Grievance Committee shall

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have full authority to determine whether to proceed further with any employee's grievance. If the Grievance Committee decides not to proceed with the grievance, it shall be deemed to be "withdrawn"; if the Committee decides to proceed with the grievance, it shall, within five (5) days following the referral to the Grievance Committee present the written and signed grievance to the Assistant Chief. The Assistant Chief shall, within ten (10) days thereafter, meet with the aggrieved employee and, if the aggrieved employee desires, a member of the Association's Grievance Committee, to discuss the matter. Within five (5) days following said meeting, the Assistant Chief shall submit a response in writing to the Committee.

Step 3. If the grievance is not settled to the Grievance Committee's satisfaction in Step 2, the Committee shall submit the grievance in writing to the Fire Chief within five (5) days following its receipt of the Assistant Chief's written answer. The Fire Chief, the aggrieved employee, and a member of the Grievance Committee shall, within five (5) days, meet to discuss or confer about the grievance. Within ten (10) days following that meeting, the Chief shall submit a response in writing to the Committee.

Step 4. If the grievance is not settled to the Grievance Committee's satisfaction in Step 3, the Association may, within ten (10) days following the conclusion of Step 3, notify the City Manager in writing that it desires to submit the matter to final and binding arbitration.

Section 3. The time limits set forth in Section 2 are jurisdictional, but all time limits referred to therein may be extended by mutual Agreement of the parties in writing.

Section 4. Upon notification that the Association desires to proceed to arbitration under Section 2, Step 4 of this Article, the parties shall endeavor to select a mutually agreeable neutral arbitrator. If after five (5) days the parties are unable to agree upon a neutral arbitrator, they shall then request that the American Arbitration Association submit a list of seven (7) arbitrators. Within ten (10) days after receipt of the list of arbitrators, each party shall alternate in striking a name from the list until only one name remains. The remaining arbitrator on the list shall act as the neutral arbitrator. The hearing will be held, if possible, within sixty (60) days after selection of the neutral arbitrator. The arbitrator shall, if possible, render the decision in writing within thirty (30) days of the hearing date or of his receipt of timely post-hearing briefs submitted by the parties, if any. The Association and the City may, by mutual agreement, waive the filing of post-hearing briefs.

Section 5. The neutral arbitrator to whom any grievance shall be submitted in accordance with the provisions of Section 4 of this

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Article shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted to the arbitration proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that the arbitrator has no authority to add to, subtract from, amend, or otherwise change or in any way modify the provisions of this Agreement. The fee and expenses of the arbitrator shall be borne equally by the City and the Association. If either party desires a transcript of the arbitration hearing, it shall so notify the other party at least 48 hours in advance of the start of the hearing. The full cost of the transcript shall be borne by the party ordering the transcript, and copies of the transcript shall be made available only to that party and the neutral arbitrator unless, prior to the start of the hearing, the other party agrees to assume half the cost of the transcript (including court reporter's fees), in which case copies of the transcript shall be made available to each party and to the neutral arbitrator.

Section 6. Time spent by the aggrieved employee and the member of the Grievance Committee in meeting with the Assistant Chief and/or Fire Chief in Steps 2 or 3 of Section 2 shall be regarded as time worked by the aggrieved employee and the Grievance Committee member if, but only if, said meeting occurs during hours in which the employee would otherwise have been scheduled to work, and the Assistant Chief and Fire Chief are free to schedule said meetings at any reasonable time, including when either or both of the employees are not scheduled to work. The City shall not be obligated to pay the aggrieved employee nor any representative of, nor witness for, the Association for time spent in any arbitration hearing under this Article.

Section 7. The decision of the arbitrator, rendered in accordance with the provisions of Section 5 of this Article, shall be final and binding upon the Association, all bargaining unit employees, and the City.

ARTICLE XXVI
NONDISCRIMINATION

Section 1. Membership in the Association is voluntary. Each employee has the right to join and maintain membership in the Association; the employee likewise has the right to refrain from joining, or to withdraw from membership in, the Association, as the employee sees fit. Neither the Association nor the City shall exert any pressure against any employee covered by this Agreement in regard to such matters.

Section 2. The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the

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bargaining unit without regard to membership or non-membership in the Association, or activity or lack of activity on its behalf.

ARTICLE XXVII
ASSOCIATION DUES

Section 1. Upon receipt of a voluntarily-signed authorization slip for dues, the City will deduct from the pay of each employee who has executed an authorization slip, membership dues levied by the Association in accordance with its Constitution and By-Laws. The City agrees to deduct from such employee's earnings, and to pay to the Association each month during the life of this Agreement, a lump sum payment upon sixty (60) days' notification by the Association to the City Comptroller's Office, including certification of notice to membership, by the Association. The City further agrees to deduct from such employee's earnings and to pay to the Association any special assessments in a lump sum payment in an amount to be determined by the Association. Said deductions shall be made from the first paycheck of each month and shall be remitted to the Association not later than five (5) working days following such pay day.

Section 2. The authorization slip shall contain, as a separate paragraph thereof, the following language:

"The authorization for this deduction is entirely voluntary on my part. It shall be effective until I revoke this authorization with a termination slip provided to the City Comptroller's Office."

Section 3. The Association will defend, save, hold harmless, and indemnify the City from any and all claims, demands, suits, or any other form of liability which may arise out of the compliance with Sections 1 and 2 of this Article that are initiated by any member of the bargaining unit.

ARTICLE XXVIII
TIME OFF FOR ASSOCIATION BUSINESS

Section 1. On or before each January 1st, the City shall assess from each person covered by the Collective Bargaining Agreement who is an Association member, four (4) hours of accrued vacation leave time from Association members who work forty (40) hours a week and six (6) hours of accrued vacation leave time from Association members who are 56-hour employees to be placed in an Association business leave pool. The Association shall be allowed to debit the pool during the calendar year when Association officers or designees are required to administer the contract; represent the Association at meetings or events; represent members at disciplinary hearings,

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grievances, or on other job-related matters; attend seminars or training programs; conduct any business associated with collective bargaining; or conduct other Association business. The Association shall notify the Fire Chief at least 48 hours in advance of such time off. The pool shall be cumulative during the term of this Agreement. The City is only required to make an individual assessment from Association members who have at least four (4) hours, if the employee works forty hours a week, and six (6) hours, if the employee is a 56-hour employee, of accrued vacation time at the time the City makes the assessment. The Fire Chief must give his express written approval to any Association request to use the pool for more than ten (10) members at any one time. If the Fire Chief declares an emergency, he may order the Association President or any Association officers on Association business leave time to report to work for the pendency of the emergency. An emergency is an unexpected happening or event or unforeseen situation or crisis that calls for immediate action and requires the Fire Chief to order the Association President or officers to report to work. When an employee is using the Association Pool, for purposes of leave accrual and pension contributions, the time is treated as time worked.

Section 2. Prior to the beginning of collective bargaining negotiations, the Association shall designate not more than six employees who shall constitute its bargaining team. For each of the six employees so designated, the Association shall debit the Association Leave Pool for time spent in actual collective bargaining negotiating sessions with the City's bargaining team, during which said employee was otherwise scheduled to work.

Section 3. Members of the Association's Executive Board shall be permitted to use the Association Leave Pool to conduct elections relating to Association business. The President of the Association shall give 72 hours' prior notice to the Fire Chief as to the time and place for such election, and the names of the members of the Executive Board who will be conducting the election.

Section 4. Within ten days after the execution of this Agreement, the Association shall notify the Chief in writing as to the names of the members of the Association's Executive Board. The Association shall thereafter promptly notify the Chief of any change in the composition of its Executive Board. To the extent that any designated member(s) of the Association's Executive Board is otherwise scheduled to work, the employee shall be permitted to attend the monthly Association membership meeting and the monthly Association Executive Board meeting, provided that the Association Leave Pool is debited for such time.

Section 5. An Association representative may be allowed to visit work stations in his Battalion/Division, provided that the Association representative is either off duty or debits the

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Association Pool, if on duty. Such visits must be approved by the Fire Chief in advance and shall be requested at least one week in advance. Any meeting for the exchange of Association information may be called by authorized Association Representative and may be held on city property after 1800 hours, provided that the Association representative is off duty or, if on duty, debits the Association Pool. Such visits must be approved by the Fire Chief in advance and shall be requested at least one week in advance.

Section 6. The Association shall be given the opportunity to orient new employees on the history, purpose, objective, and benefits of the El Paso Association of Fire Fighters. The time and date of the presentation will be determined by the Fire Chief. Such material to be presented by the Association to such employees shall be mutually agreed to by the Fire Chief and the Association president. The Association may pass out enrollment cards during the presentation. Such presentation shall not be for more than one hour and, if the Association speaker is on duty during the time of the presentation, the Association Leave pool shall be debited.

Section 7. The City agrees that the President of the Association will be placed on special assignment during the term of his presidency. The special assignment of working from the Association office will give the Association President the latitude to deal with the duties of his presidency and contractual responsibilities while retaining the privileges of his current employment, while the Fire Chief retains the right to recall him to duty during any emergency or special event involving an overriding need for the protection of the citizens of El Paso.

Section 7a. The Association President as part of his Association duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak and visit members of the bargaining unit, as well as to tour existing fire facilities and to review existing equipment toward a goal of improving the quality of work life for the Fire Fighters of the City of El Paso whom he represents.

Section 7b. It is understood that the President of the Association shall suffer no loss of longevity, seniority or pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided however, the President shall be entitled to educational and/or certification pay if applicable, but shall not be entitled to premium assignment or incentive pay (i.e. overtime) unless directed by the Chief to perform Fire Fighter duties that call for payment of said premium pay. When the term of the President expires, the President shall be eligible to return to his previously assigned shift and duty assignment, provided any certificate that is required has been maintained. The position vacated by the President

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of the Association, if it is at or below the grade of FS5, may be filled by promotion or assignment during said term based on the needs of the department.

ARTICLE XXIX
IMPASSE PROCEDURE

Section 1. Negotiations for a new contract shall commence in accordance with Chapter 174 of the Local Government Code. If impasse should be reached as defined in Chapter 174, either party may request mediation, and, upon such request, the parties shall immediately proceed to choose one mediator as provided herein. The function and powers of the mediator shall be as specified in Section 174.151. The mediation shall be extended for fourteen (14) calendar days, or such other period as is mutually agreeable to the parties.

Section 2. If no Agreement is reached through mediation, upon request of either party, the parties shall submit the dispute to one fact finder, chosen as provided herein. The fact finder shall conduct a full and fair hearing on all unresolved issues. The hearing shall be informal and strict rules of evidence shall not apply. After hearing all evidence offered by the parties and any evidence requested independently by the fact finder, the fact finder shall render a written decision making findings of fact and recommendations as to all matters in dispute. In the opinion, the fact finder shall state the reasons for the findings of fact and recommendations. In rendering such finding and recommendations, the fact finder shall exercise independent judgment and shall not attempt to "split the difference."

In making the findings of fact and recommendations, the fact finder shall consider, inter alia, the following evidence submitted by the parties or obtained at the fact finder's direction: The overall compensation in the current contract, including direct salary and fringe benefits; the income available to the City and demands on that income; a comparison of wages, hours, and conditions of employment of El Paso Fire Fighters with the wages, hours, and conditions of employment of other public and private employees performing similar services and with other employees generally in public and private employment in comparable communities and in El Paso; the hazards of employment, physical, education, and mental qualifications, job training, and skills required of an El Paso Fire Fighter; the cost of living in El Paso for the preceding twelve (12) month period using localized data to the fullest extent feasible; and any current national or state policies or guidelines with respect to compensation.

Section 3. The selection of the mediator and the fact finder shall occur as follows: When either party requests mediation or fact

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finding, the parties may agree to choose any mediator or fact finder or method of choosing same. If no Agreement occurs within five (5) days from the request, the parties shall request a list of seven neutrals from the American Arbitration Association (AAA). Upon receiving the list, the parties shall select the mediator or fact finder by alternately striking names. The request to AAA shall state the dates on which the neutrals must be available. The mediator and the fact finder shall be selected within five (5) days after the receipt of the list from the AAA. The fee and expenses of the mediator and the fact finder shall be split equally between the City and the Association. All other expenses, including witness fees, shall be paid by the party incurring the expense or calling the witness.

Section 4. If, within seven (7) days after the fact finding, the parties have failed to agree to a contract, the major, unresolved issues shall be submitted to the qualified voters of El Paso in a referendum election according to the following procedure. The election shall be held on the first date permissible under state law. By agreement, the parties may submit any issue or issues to the voters. If no such agreement is reached, then each party shall be entitled to submit two (2) issues to the voters, each issue on a distinct topic. For example, each of these constitutes a distinct issue: Salary, dependent health insurance coverage, promotional procedures, political activities. Each party will submit its two issues, and its alternatives to the other party's issues, so that the voters will vote on four distinct issues. Each voter will have the option of voting for all the issues of one party, or for some issues of one party and some of the other. The issues submitted to the voters will appear on the ballot exactly as each respective party would have them appear in the contract. The decision on each issue by a majority of the voters voting on the issue at the referendum election shall be binding on the parties, subject to the laws of Texas, and shall be adopted as part of the collective bargaining Agreement. In the absence of agreement of the parties to the contrary, the term of the provisions adopted by the voters shall be the same as the term of the entire contract entered into by the parties, or, in absence of such a contract, shall extend until the next September 30 following the election or until a new contract is agreed upon. The Association shall pay the cost of printing the ballots. All other costs of the election shall be paid by the City. The place of the respective parties on the ballot shall be determined by coin flip.

ARTICLE XXX
SEPARABILITY

Should any provision of this Agreement be rendered or declared invalid by reason of any applicable existing or subsequently-enacted legislation or regulation or by reason of the decree of a court of

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competent jurisdiction, such invalidation of part or parts of this Agreement shall not invalidate the remaining portions thereof and said remaining portions shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXXI
COMPLETE AGREEMENT

Section 1. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at between the parties hereto, after the exercise of that right and opportunity, are fully set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2. The parties further agree that any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing.

Section 3. Nothing contained in this Article shall preclude the parties' entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

ARTICLE XXXII
AUTHORITY AND TERM

Section 1. The City and the Association have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by the City and the Association.

Section 2. This Agreement shall be in effect from March 18, 2008 through August 31, 2010, and shall be automatically extended from year to year until replaced by a successor Agreement.

Section 3. It shall be the obligation of the Association to serve written notice of a request for collective bargaining upon the City at least 120 days before the conclusion of the current fiscal

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operating budget. The fiscal operating budget concludes on August 31 of each year.

DATED this 18th day of March 2008.

THE CITY OF EL PASO, TEXAS

LOCAL 51, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: _____
Joyce Wilson,
City Manager

By: _____
Joe Tellez,
President

ATTEST:

Emerald Hayden,
Secretary

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

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APPENDIX A
WAGE SCALES

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City Of El Paso
Fire Pay Schedule
March 18, 2008

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten	Step Eleven
FS1 Fire Fighter Fire Medic	Annual	34,221.24	35,935.22	37,729.38	39,621.02	41,598.65	43,679.44	45,863.37	48,156.53	50,563.79	53,091.98
	Monthly	2,851.77	2,994.60	3,144.12	3,301.75	3,466.55	3,639.95	3,821.95	4,013.04	4,213.65	4,424.33
	4-Weeks	2,632.40	2,764.24	2,902.26	3,047.78	3,199.90	3,359.96	3,527.96	3,704.34	3,889.52	4,084.00
	Biweekly	1,316.20	1,382.12	1,451.13	1,523.89	1,599.95	1,679.98	1,763.98	1,852.17	1,944.76	2,042.00
	Hour-8	16.452519	17.276548	18.139125	19.048567	19.999351	20.999731	22.049697	23.152178	24.309514	25.524990
	Hour-12	11.751799	12.340391	12.956518	13.606120	14.285251	14.999808	15.749784	16.537270	17.363939	18.232136
FS2 Fire Suppression Technician Fire Paramedic	Annual		39,621.02	41,598.65	43,679.44	45,863.37	48,156.53	50,563.79	53,091.98	55,746.58	58,533.96
	Monthly		3,301.75	3,466.55	3,639.95	3,821.95	4,013.04	4,213.65	4,424.33	4,645.55	4,877.83
	4-Weeks		3,047.78	3,199.90	3,359.96	3,527.96	3,704.34	3,889.52	4,084.00	4,288.20	4,502.62
	Biweekly		1,523.89	1,599.95	1,679.98	1,763.98	1,852.17	1,944.76	2,042.00	2,144.10	2,251.31
	Hour-8		19.048567	19.999351	20.999731	22.049697	23.152178	24.309514	25.524990	26.801240	28.141327
	Hour-12		13.606120	14.285251	14.999808	15.749784	16.537270	17.363939	18.232136	19.143743	20.100948
FS3 Fire Suppression Technician II	Annual		41,598.65	43,679.44	45,863.37	48,156.53	50,563.79	53,091.98	55,746.58	58,533.96	61,460.74
	Monthly		3,466.55	3,639.95	3,821.95	4,013.04	4,213.65	4,424.33	4,645.55	4,877.83	5,121.73
	4-Weeks		3,199.90	3,359.96	3,527.96	3,704.34	3,889.52	4,084.00	4,288.20	4,502.62	4,727.74
	Biweekly		1,599.95	1,679.98	1,763.98	1,852.17	1,944.76	2,042.00	2,144.10	2,251.31	2,363.87
	Hour-8		19.999351	20.999731	22.049697	23.152178	24.309514	25.524990	26.801240	28.141327	29.548433
	Hour-12		14.285251	14.999808	15.749784	16.537270	17.363939	18.232136	19.143743	20.100948	21.106023
FS4 Fire Lieutenant Medical Lieutenant	Annual						53,091.98	55,746.58	58,533.96	61,460.74	64,533.76
	Monthly						4,424.33	4,645.55	4,877.83	5,121.73	5,377.81
	4-Weeks						4,084.00	4,288.20	4,502.62	4,727.74	4,964.14
	Biweekly						2,042.00	2,144.10	2,251.31	2,363.87	2,482.07
	Hour-8						25.524990	26.801240	28.141327	29.548433	31.025846
	Hour-12						18.232136	19.143743	20.100948	21.106023	22.161319
FS5 Fire Captain	Annual						58,533.96	61,460.74	64,533.76	67,760.40	71,148.16
	Monthly						4,877.83	5,121.73	5,377.81	5,646.70	5,929.01
	4-Weeks						4,502.62	4,727.74	4,964.14	5,212.34	5,472.94
	Biweekly						2,251.31	2,363.87	2,482.07	2,606.17	2,736.47
	Hour-8						28.141327	29.548433	31.025846	32.577115	34.205846
	Hour-12						20.100948	21.106023	22.161319	23.269368	24.432747
FS6 Division Chief Asst Fire Marshal Battalion Chief Staff BN Chief	Annual					64,533.76	67,760.40	71,148.16	74,705.56	78,443.94	82,366.13
	Monthly					5,377.81	5,646.70	5,929.01	6,225.46	6,537.00	6,863.84
	4-Weeks					4,964.14	5,212.34	5,472.94	5,746.58	6,034.14	6,335.86
	Biweekly					2,482.07	2,606.17	2,736.47	2,873.29	3,017.07	3,167.93
	Hour-8					31.025846	32.577115	34.205846	35.916135	37.713433	39.599101
	Hour-12					22.161319	23.269368	24.432747	25.654382	26.938166	28.285072
FS7 Maint. Chief Admin. Chief Training Chief	Annual						71,148.16	74,705.56	78,443.94	82,366.13	86,478.37
	Monthly						5,929.01	6,225.46	6,537.00	6,863.84	7,206.53
	4-Weeks						5,472.94	5,746.58	6,034.14	6,335.86	6,652.18
	Biweekly						2,736.47	2,873.29	3,017.07	3,167.93	3,326.09
	Hour-8						34.205846	35.916135	37.713433	39.599101	41.576139
	Hour-12						24.432747	25.654382	26.938166	28.285072	29.697242
FS8 Deputy Chief Fire Marshal Medical Deputy Chief	Annual						74,705.56	78,443.94	82,366.13	86,478.37	90,802.26
	Monthly						6,225.46	6,537.00	6,863.84	7,206.53	7,566.86
	4-Weeks						5,746.58	6,034.14	6,335.86	6,652.18	6,984.78
	Biweekly						2,873.29	3,017.07	3,167.93	3,326.09	3,492.39
	Hour-8						35.916135	37.713433	39.599101	41.576139	43.654933
	Hour-12						25.654382	26.938166	28.285072	29.697242	31.182095
FS9 Assistant Chief Medical Assistant Chief	Annual						82,366.13	86,478.37	90,802.26	95,342.40	100,109.50
	Monthly						6,863.84	7,206.53	7,566.86	7,945.20	8,342.46
	4-Weeks						6,335.86	6,652.18	6,984.78	7,334.04	7,700.74
	Biweekly						3,167.93	3,326.09	3,492.39	3,667.02	3,850.37
	Hour-8						39.599101	41.576139	43.654933	45.837692	48.129567
	Hour-12						28.285072	29.697242	31.182095	32.741209	34.378262

City Of El Paso
ARFF
Fire Pay Schedule
March 18, 2008

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten
C - 1	Annual	31,899.73	33,272.61	34,752.82	36,224.94	37,701.13	39,209.20	40,941.52	42,988.57	45,138.02
ARFF TECHNICIAN I	Monthly	2,658.31	2,772.72	2,896.07	3,018.75	3,141.76	3,267.43	3,411.79	3,582.38	3,761.50
	4-Weeks	2,453.82	2,559.44	2,673.30	2,786.54	2,900.08	3,016.10	3,149.34	3,306.82	3,472.16
	Biweekly	1,226.91	1,279.72	1,336.65	1,393.27	1,450.04	1,508.05	1,574.67	1,653.41	1,736.08
	Hour-8	15.336409	15.996447	16.708087	17.415837	18.125543	18.850577	19.683423	20.667582	21.700971
	Hour-12	10.954578	11.426034	11.934348	12.439883	12.946817	13.464698	14.059588	14.762558	15.500694
C - 2	Annual	34,586.28	36,049.78	37,519.87	39,181.34	40,941.52	42,783.86	44,764.08	47,002.30	49,352.41
ARFF / FUEL SAFETY TECHNICIAN	Monthly	2,882.19	3,004.15	3,126.66	3,265.11	3,411.79	3,565.32	3,730.34	3,916.86	4,112.70
	4-Weeks	2,660.48	2,773.06	2,886.14	3,013.94	3,149.34	3,291.06	3,443.40	3,615.56	3,796.34
	Biweekly	1,330.24	1,386.53	1,443.07	1,506.97	1,574.67	1,645.53	1,721.70	1,807.78	1,898.17
	Hour-8	16.628019	17.331625	18.038399	18.837183	19.683423	20.569163	21.521192	22.597260	23.727120
	Hour-12	11.877157	12.379732	12.884571	13.455130	14.059588	14.692260	15.372280	16.140900	16.947943
C - 3	Annual	37,519.87	39,181.34	40,941.52	42,900.16	44,764.08	46,778.45	48,883.46	51,327.67	53,894.05
ARFF SUPERVISOR	Monthly	3,126.66	3,265.11	3,411.79	3,575.01	3,730.34	3,898.20	4,073.62	4,277.31	4,491.17
	4-Weeks	2,886.14	3,013.94	3,149.34	3,300.02	3,443.40	3,598.34	3,760.26	3,948.28	4,145.70
	Biweekly	1,443.07	1,506.97	1,574.67	1,650.01	1,721.70	1,799.17	1,880.13	1,974.14	2,072.85
	Hour-8	18.038399	18.837183	19.683423	20.625077	21.521192	22.489639	23.501663	24.676764	25.910601
	Hour-12	12.884571	13.455130	14.059588	14.732198	15.372280	16.064028	16.786902	17.626260	18.507572

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City Of El Paso
Fire Pay Schedule
January 4, 2009

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten	Step Eleven
FS1	Annual	35,247.88	37,013.28	38,861.26	40,809.65	42,846.61	44,989.82	47,239.27	49,601.23	52,080.70	54,684.74
	Monthly	2,937.32	3,084.44	3,238.44	3,400.80	3,570.55	3,749.15	3,936.61	4,133.44	4,340.06	4,557.06
Fire Fighter	4-Weeks	2,711.38	2,847.18	2,989.32	3,139.20	3,295.90	3,460.76	3,633.80	3,815.48	4,006.20	4,206.52
Fire Medic	Biweekly	1,355.69	1,423.59	1,494.66	1,569.60	1,647.95	1,730.38	1,816.90	1,907.74	2,003.10	2,103.26
	Hour-8	16.946096	17.794846	18.683298	19.620024	20.599332	21.629721	22.711188	23.846745	25.038798	26.290740
	Hour-12	12.104354	12.710604	13.345213	14.014303	14.713808	15.449801	16.222277	17.033389	17.884856	18.779100
FS2	Annual		40,809.65	42,846.61	44,989.82	47,239.27	49,601.23	52,080.70	54,684.74	57,418.98	60,289.98
Fire	Monthly		3,400.80	3,570.55	3,749.15	3,936.61	4,133.44	4,340.06	4,557.06	4,784.92	5,024.17
Suppression	4-Weeks		3,139.20	3,295.90	3,460.76	3,633.80	3,815.48	4,006.20	4,206.52	4,416.84	4,637.70
Technician	Biweekly		1,569.60	1,647.95	1,730.38	1,816.90	1,907.74	2,003.10	2,103.26	2,208.42	2,318.85
Fire	Hour-8		19.620024	20.599332	21.629721	22.711188	23.846745	25.038798	26.290740	27.605279	28.985567
Paramedic	Hour-12		14.014303	14.713808	15.449801	16.222277	17.033389	17.884856	18.779100	19.718056	20.703977
FS3	Annual		42,846.61	44,989.82	47,239.27	49,601.23	52,080.70	54,684.74	57,418.98	60,289.98	63,304.56
	Monthly		3,570.55	3,749.15	3,936.61	4,133.44	4,340.06	4,557.06	4,784.92	5,024.17	5,275.38
Fire	4-Weeks		3,295.90	3,460.76	3,633.80	3,815.48	4,006.20	4,206.52	4,416.84	4,637.70	4,869.58
Suppression	Biweekly		1,647.95	1,730.38	1,816.90	1,907.74	2,003.10	2,103.26	2,208.42	2,318.85	2,434.79
Technician II	Hour-8		20.599332	21.629721	22.711188	23.846745	25.038798	26.290740	27.605279	28.985567	30.434885
	Hour-12		14.713808	15.449801	16.222277	17.033389	17.884856	18.779100	19.718056	20.703977	21.739203
FS4	Annual						54,684.74	57,418.98	60,289.98	63,304.56	66,469.77
	Monthly						4,557.06	4,784.92	5,024.17	5,275.38	5,539.15
Fire Lieutenant	4-Weeks						4,206.52	4,416.84	4,637.70	4,869.58	5,113.06
	Biweekly						2,103.26	2,208.42	2,318.85	2,434.79	2,556.53
Medical	Hour-8						26.290740	27.605279	28.985567	30.434885	31.956620
Lieutenant	Hour-12						18.779100	19.718056	20.703977	21.739203	22.826157
FS5	Annual						60,289.98	63,304.56	66,469.77	69,793.21	73,282.60
	Monthly						5,024.17	5,275.38	5,539.15	5,816.10	6,106.88
Fire	4-Weeks						4,637.70	4,869.58	5,113.06	5,368.70	5,637.12
Captain	Biweekly						2,318.85	2,434.79	2,556.53	2,684.35	2,818.56
	Hour-8						28.985567	30.434885	31.956620	33.554428	35.232019
	Hour-12						20.703977	21.739203	22.826157	23.967448	25.165728
FS6	Annual					66,469.77	69,793.21	73,282.60	76,946.73	80,797.26	84,837.11
	Monthly					5,539.15	5,816.10	6,106.88	6,412.23	6,733.11	7,069.76
Division Chief	4-Weeks					5,113.06	5,368.70	5,637.12	5,918.98	6,215.18	6,525.94
Asst Fire Marshal	Biweekly					2,556.53	2,684.35	2,818.56	2,959.49	3,107.59	3,262.97
Battalion Chief	Hour-8					31.956620	33.554428	35.232019	36.993620	38.844837	40.787072
Staff BN Chief	Hour-12					22.826157	23.967448	25.165728	26.424014	27.746312	29.133623
FS7	Annual						73,282.60	76,946.73	80,797.26	84,837.11	89,072.72
	Monthly						6,106.88	6,412.23	6,733.11	7,069.76	7,422.73
Maint. Chief	4-Weeks						5,637.12	5,918.98	6,215.18	6,525.94	6,851.74
Admin. Chief	Biweekly						2,818.56	2,959.49	3,107.59	3,262.97	3,425.87
Training Chief	Hour-8						35.232019	36.993620	38.844837	40.787072	42.823423
	Hour-12						25.165728	26.424014	27.746312	29.133623	30.588159
FS8	Annual						76,946.73	80,797.26	84,837.11	89,072.72	93,526.33
	Monthly						6,412.23	6,733.11	7,069.76	7,422.73	7,793.86
Deputy Chief	4-Weeks						5,918.98	6,215.18	6,525.94	6,851.74	7,194.34
Fire Marshal	Biweekly						2,959.49	3,107.59	3,262.97	3,425.87	3,597.17
Medical	Hour-8						36.993620	38.844837	40.787072	42.823423	44.964582
Deputy Chief	Hour-12						26.424014	27.746312	29.133623	30.588159	32.117558
FS9	Annual						84,837.11	89,072.72	93,526.33	98,202.67	103,112.79
	Monthly						7,069.76	7,422.73	7,793.86	8,183.56	8,592.73
Assistant Chief	4-Weeks						6,525.94	6,851.74	7,194.34	7,554.06	7,931.76
	Biweekly						3,262.97	3,425.87	3,597.17	3,777.03	3,965.88
Medical	Hour-8						40.787072	42.823423	44.964582	47.212822	49.573457
Assistant Chief	Hour-12						29.133623	30.588159	32.117558	33.723444	35.409612

City Of El Paso
ARFF
Fire Pay Schedule
January 4, 2009

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten
C - 1	Annual	32,856.72	34,270.79	35,795.40	37,311.69	38,832.16	40,385.48	42,169.77	44,278.23	46,492.16
ARFF TECHNICIAN I	Monthly	2,738.06	2,855.90	2,982.95	3,109.31	3,236.01	3,365.46	3,514.15	3,689.85	3,874.35
	4-Weeks	2,527.44	2,636.22	2,753.50	2,870.14	2,987.08	3,106.58	3,243.82	3,406.02	3,576.32
	Biweekly	1,263.72	1,318.11	1,376.75	1,435.07	1,493.54	1,553.29	1,621.91	1,703.01	1,788.16
	Hour-8	15.796500	16.476341	17.209327	17.938313	18.669308	19.416096	20.273928	21.287611	22.352000
	Hour-12	11.283214	11.768815	12.292376	12.813080	13.335220	13.868640	14.481377	15.205436	15.965714
C - 2	Annual	35,623.87	37,131.27	38,645.47	40,356.78	42,169.77	44,067.38	46,107.00	48,412.37	50,832.98
ARFF / FUEL SAFETY TECHNICIAN	Monthly	2,968.66	3,094.27	3,220.46	3,363.07	3,514.15	3,672.28	3,842.25	4,034.36	4,236.08
	4-Weeks	2,740.30	2,856.26	2,972.72	3,104.36	3,243.82	3,389.80	3,546.70	3,724.02	3,910.22
	Biweekly	1,370.15	1,428.13	1,486.36	1,552.18	1,621.91	1,694.90	1,773.35	1,862.01	1,955.11
	Hour-8	17.126861	17.851572	18.579553	19.402298	20.273928	21.186240	22.166827	23.275178	24.438933
	Hour-12	12.233472	12.751123	13.271109	13.858784	14.481377	15.133029	15.833448	16.625127	17.456380
C - 3	Annual	38,645.47	40,356.78	42,169.77	44,187.16	46,107.00	48,181.80	50,349.96	52,867.50	55,510.87
ARFF SUPERVISOR	Monthly	3,220.46	3,363.07	3,514.15	3,682.26	3,842.25	4,015.15	4,195.83	4,405.63	4,625.91
	4-Weeks	2,972.72	3,104.36	3,243.82	3,399.02	3,546.70	3,706.30	3,873.08	4,066.74	4,270.06
	Biweekly	1,486.36	1,552.18	1,621.91	1,699.51	1,773.35	1,853.15	1,936.54	2,033.37	2,135.03
	Hour-8	18.579553	19.402298	20.273928	21.243827	22.166827	23.164327	24.206712	25.417067	26.687918
	Hour-12	13.271109	13.858784	14.481377	15.174162	15.833448	16.545948	17.290508	18.155048	19.062799

CITY CLERK DEPT.
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City Of El Paso
Fire Pay Schedule
January 3, 2010

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten	Step Eleven
FS1 Fire Fighter Fire Medic	Annual	36,305.32	38,123.68	40,027.10	42,033.94	44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28
	Monthly	3,025.44	3,176.97	3,335.59	3,502.83	3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77
	4-Weeks	2,792.72	2,932.60	3,079.00	3,233.38	3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72
	Biweekly	1,396.36	1,466.30	1,539.50	1,616.69	1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36
	Hour-8	17.454481	18.328692	19.243798	20.208625	21.217313	22.278611	23.392524	24.562149	25.789962	27.079462
	Hour-12	12.467486	13.091923	13.745570	14.434732	15.155223	15.913293	16.708946	17.544392	18.421401	19.342473
FS2 Fire Suppression Technician Fire Paramedic	Annual		42,033.94	44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28	59,141.55	62,098.68
	Monthly		3,502.83	3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77	4,928.46	5,174.89
	4-Weeks		3,233.38	3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72	4,549.36	4,776.82
	Biweekly		1,616.69	1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36	2,274.68	2,388.41
	Hour-8		20.208625	21.217313	22.278611	23.392524	24.562149	25.789962	27.079462	28.433438	29.855135
	Hour-12		14.434732	15.155223	15.913293	16.708946	17.544392	18.421401	19.342473	20.309598	21.325096
FS3 Fire Suppression Technician II	Annual		44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28	59,141.55	62,098.68	65,203.70
	Monthly		3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77	4,928.46	5,174.89	5,433.64
	4-Weeks		3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72	4,549.36	4,776.82	5,015.66
	Biweekly		1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36	2,274.68	2,388.41	2,507.83
	Hour-8		21.217313	22.278611	23.392524	24.562149	25.789962	27.079462	28.433438	29.855135	31.347933
	Hour-12		15.155223	15.913293	16.708946	17.544392	18.421401	19.342473	20.309598	21.325096	22.391380
FS4 Fire Lieutenant Medical Lieutenant	Annual						56,325.28	59,141.55	62,098.68	65,203.70	68,463.86
	Monthly						4,693.77	4,928.46	5,174.89	5,433.64	5,705.32
	4-Weeks						4,332.72	4,549.36	4,776.82	5,015.66	5,266.46
	Biweekly						2,166.36	2,274.68	2,388.41	2,507.83	2,633.23
	Hour-8						27.079462	28.433438	29.855135	31.347933	32.915317
	Hour-12						19.342473	20.309598	21.325096	22.391380	23.510941
FS5 Fire Captain	Annual						62,098.68	65,203.70	68,463.86	71,887.01	75,481.08
	Monthly						5,174.89	5,433.64	5,705.32	5,990.58	6,290.09
	4-Weeks						4,776.82	5,015.66	5,266.46	5,529.78	5,806.24
	Biweekly						2,388.41	2,507.83	2,633.23	2,764.89	2,903.12
	Hour-8						29.855135	31.347933	32.915317	34.561063	36.288981
	Hour-12						21.325096	22.391380	23.510941	24.686473	25.920701
FS6 Division Chief Asst Fire Marshal Battalion Chief Staff BN Chief	Annual					68,463.86	71,887.01	75,481.08	79,255.13	83,221.18	87,382.22
	Monthly					5,705.32	5,990.58	6,290.09	6,604.59	6,935.10	7,281.85
	4-Weeks					5,266.46	5,529.78	5,806.24	6,096.54	6,401.62	6,721.70
	Biweekly					2,633.23	2,764.89	2,903.12	3,048.27	3,200.81	3,360.85
	Hour-8					32.915317	34.561063	36.288981	38.103428	40.010183	42.010683
	Hour-12					23.510941	24.686473	25.920701	27.216734	28.578702	30.007630
FS7 Maint. Chief Admin. Chief Training Chief	Annual						75,481.08	79,255.13	83,221.18	87,382.22	91,744.90
	Monthly						6,290.09	6,604.59	6,935.10	7,281.85	7,645.41
	4-Weeks						5,806.24	6,096.54	6,401.62	6,721.70	7,057.30
	Biweekly						2,903.12	3,048.27	3,200.81	3,360.85	3,528.65
	Hour-8						36.288981	38.103428	40.010183	42.010683	44.108125
	Hour-12						25.920701	27.216734	28.578702	30.007630	31.505804
FS8 Deputy Chief Fire Marshal Medical Deputy Chief	Annual						79,255.13	83,221.18	87,382.22	91,744.90	96,332.12
	Monthly						6,604.59	6,935.10	7,281.85	7,645.41	8,027.68
	4-Weeks						6,096.54	6,401.62	6,721.70	7,057.30	7,410.16
	Biweekly						3,048.27	3,200.81	3,360.85	3,528.65	3,705.08
	Hour-8						38.103428	40.010183	42.010683	44.108125	46.313519
	Hour-12						27.216734	28.578702	30.007630	31.505804	33.081085
FS9 Assistant Chief Medical Assistant Chief	Annual						87,382.22	91,744.90	96,332.12	101,148.75	106,206.17
	Monthly						7,281.85	7,645.41	8,027.68	8,429.06	8,850.51
	4-Weeks						6,721.70	7,057.30	7,410.16	7,780.68	8,169.70
	Biweekly						3,360.85	3,528.65	3,705.08	3,890.34	4,084.85
	Hour-8						42.010683	44.108125	46.313519	48.629207	51.060659
	Hour-12						30.007630	31.505804	33.081085	34.735148	36.471899

City Of El Paso
ARFF
Fire Pay Schedule
January 3, 2010

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten
C - 1	Annual	33,842.42	35,298.91	36,869.26	38,431.04	39,997.12	41,597.04	43,434.86	45,606.58	47,886.92
ARFF TECHNICIAN I	Monthly	2,820.20	2,941.58	3,072.44	3,202.59	3,333.09	3,466.42	3,619.57	3,800.55	3,990.58
	4-Weeks	2,603.26	2,715.30	2,836.10	2,956.24	3,076.70	3,199.78	3,341.14	3,508.20	3,683.60
	Biweekly	1,301.63	1,357.65	1,418.05	1,478.12	1,538.35	1,599.89	1,670.57	1,754.10	1,841.80
	Hour-8	16.270394	16.970630	17.725606	18.476462	19.229385	19.998577	20.882144	21.926240	23.022558
	Hour-12	11.621710	12.121878	12.661147	13.197473	13.735275	14.284698	14.915817	15.661600	16.444684
C - 2	Annual	36,692.59	38,245.21	39,804.83	41,567.48	43,434.86	45,389.40	47,490.21	49,864.74	52,357.97
ARFF / FUEL SAFETY TECHNICIAN	Monthly	3,057.72	3,187.10	3,317.07	3,463.96	3,619.57	3,782.45	3,957.52	4,155.40	4,363.16
	4-Weeks	2,822.50	2,941.94	3,061.92	3,197.50	3,341.14	3,491.50	3,653.10	3,835.74	4,027.54
	Biweekly	1,411.25	1,470.97	1,530.96	1,598.75	1,670.57	1,745.75	1,826.55	1,917.87	2,013.77
	Hour-8	17.640668	18.387120	19.136938	19.984365	20.882144	21.821827	22.831832	23.973433	25.172101
	Hour-12	12.600477	13.133657	13.669241	14.274547	14.915817	15.587019	16.308451	17.123880	17.980072
C - 3	Annual	39,804.83	41,567.48	43,434.86	45,512.77	47,490.21	49,627.25	51,860.46	54,453.53	57,176.20
ARFF SUPERVISOR	Monthly	3,317.07	3,463.96	3,619.57	3,792.73	3,957.52	4,135.60	4,321.71	4,537.79	4,764.68
	4-Weeks	3,061.92	3,197.50	3,341.14	3,500.98	3,653.10	3,817.48	3,989.26	4,188.74	4,398.16
	Biweekly	1,530.96	1,598.75	1,670.57	1,750.49	1,826.55	1,908.74	1,994.63	2,094.37	2,199.08
	Hour-8	19.136938	19.984365	20.882144	21.881139	22.831832	23.859255	24.932913	26.179582	27.488558
	Hour-12	13.669241	14.274547	14.915817	15.629385	16.308451	17.042325	17.809224	18.699701	19.634684

CITY CLERK DEPT.
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APPENDIX B

56-hour employees covered by this Agreement shall work nine 56-hour shifts in a 27-day period according to the following schedule:

Days of Cycle	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Shift	A	B	A	B	C	B	C	A	C	A	B	A	B	C

Days of Cycle	15	16	17	18	19	20	21	22	23	24	25	26	27
Shift	B	C	A	C	A	B	A	B	C	B	C	A	C

CITY CLERK DEPT.
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APPENDIX C

Class Title	Grade
Fire Fighter	FS 1
Fire Medic	FS 1
Fire Suppression Technician	FS 2
Fire Paramedic	FS 2
Fire Suppression Technician II	FS 3
Fire Lieutenant	FS 4
Medical Lieutenant	FS 4
Fire Captain	FS 5
Fire Battalion Chief	FS 6
Staff BN Chief	FS 6
Fire Division Chief	FS 6
Assistant Fire Marshal	FS 6
Fire Maintenance Superintendent	FS 7
Fire Administrative Chief	FS 7
Fire Training Chief	FS 7
Fire Deputy Chief	FS 8
Medical Deputy Chief	FS 8
Fire Marshal	FS 8
Fire Assistant Chief	FS 9
Medical Assistant Chief	FS 9
ARFF Technician I	C-1
ARFF Fuel Safety Technician	C-2
ARFF Supervisor	C-3

CITY CLERK DEPT.
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APPENDIX D
BASELINE PHYSICALS

The baseline physicals will include the following tests:

1. Blood Test
2. Urinalysis
3. Spirometry
4. EKG
5. Hearing Test
6. Stress Test
 - (a) if deemed necessary by the physician
 - (b) for all members of the Haz/Mat entry team

CITY CLERK DEPT.
08 MAR 13 4M 10:30

Anniversary Dates
for
ARFF Employees

Title	Name	Anniversary Date
ARFF TECHNICIAN I	L. Gomez	11/30
	J. Hernandez	09/24
	R. Paredes	08/15
	M. Vasquez	02/18

CITY CLERK DEPT.

08MAR 14 AM 11:22

APPENDIX F
HEALTH BENEFIT PLAN

CITY CLERK DEPT.
09 MAR 13 4M 10:30

BENEFIT SUMMARY

FEATURES	Transition Plan Effective 4-1-08 through 12-31-08		Transition Plan Effective 1-1-09 through 12-31-09		Buy Up Plan Effective 1-1-10 through 12-31-10		Core Plan Plan Effective 4-1-0 through 12-13-08	
	PPO	Out-of-Network	PPO	Out-of-Network	PPO	Out-of-Network	PPO	Out-of-Network
Individual annual deductible	\$100	\$1,000	\$250	\$1,000	\$300	\$1,000	\$1,000	\$3,000
Family annual deductible	\$300	\$2,500	\$750	\$2,500	\$750	\$2,500	\$2,500	\$7,500
Coinsurance paid by patient	10%	50%	10%	50%	10%	50%	20%	50%
Annual individual out-of-pocket	\$750	\$4,500	\$1,000	\$4,500	\$1,500	\$4,500	\$2,000	\$6,000
Maximum lifetime benefit	Combined \$5,000,000		Combined \$5,000,000		Combined \$5,000,000		Combined \$2,000,000	
Hospital Services	Open Access PPO	Out of Network	Open Access PPO	Out of Network	Open Access PPO	Out of Network	Open Access PPO	Out of Network
Per admission Copayment	\$100	\$500	\$100	\$500	\$100	\$500	\$3,000	\$500
Overall hospital charges	90%	50%	90%	50%	90%	50%	\$7,500	50%
Emergency room (ER) Copayment	\$75	\$250	\$75	\$250	\$75	\$250	50%	\$250
Professional Services								
Office Visits (one per year)							\$6,000	
PCP	\$15 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%
Specialist	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%
Preventive Care	100%	50%	100%	50%	100%	50%	100%	50%
Other Physician services (lab, X-ray, etc.)	90%	50%	90%	50%	90%	50%	80%	50%
Chiropractic								
Office visit	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$20 Copayment	50%
Other services	90%	50%	90%	50%	90%	50%	80%	50%
Annual Maximum	\$1500 combined		\$1500 combined		\$1500 combined		\$1500 combined	
Mental Health (except Serious Mental Illness)								
Inpatient facility	90%	50%	90%	50%	90%	50%	80%	50%
Physician for Inpatient Services	90%	50%	90%	50%	90%	50%	80%	50%
Outpatient Physician	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$20 Copayment	50%
Annual Maximum	N/A	\$10,000	N/A	\$10,000	N/A	\$10,000	N/A	\$10,000
Other Medical Expenses and Features								
Ambulance	90%	50%	90%	50%	90%	50%	80%	50%
Preferred Labs (in conjunction with office visit)	100%	N/A	100%	N/A	100%	N/A	100%	N/A
X-ray & Lab	90%	50%	90%	50%	90%	50%	80%	50%
Chemo/radiation therapy	100%	50%	100%	50%	100%	50%	80%	50%
Home health care (60 visits per year)	90%	50%	90%	50%	90%	50%	80%	50%
Hospice care (100 home visits per year, and 180 days in a Hospice facility per lifetime)	90%	50%	90%	50%	90%	50%	80%	50%
Physical & speech therapy (speech therapy under limited conditions)	90%	50%	90%	50%	90%	50%	80%	50%
Durable medical equipment	90%	50%	90%	50%	90%	50%	80%	50%
Pre-authorization and Continued Care Review	Required.	Required.	Required.	Required.	Required.	Required.	Required.	Required.
Requirements and Penalties	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty
Prescription Drug	Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply	
Retail (30-day supply - participating pharmacies)								
Generic	\$10 Copayment		\$10 Copayment		\$15 Copayment		\$15 Copayment	
Preferred Brand	\$20 Copayment		\$25 Copayment		\$30 Copayment		\$30 Copayment	
Non-Preferred Brand	\$40 Copayment		\$40 Copayment		\$45 Copayment		\$45 Copayment	
Mail Order (90 day supply)								
Generic	\$20 Copayment		\$20 Copayment		\$30 Copayment		\$30 Copayment	
Preferred Brand	\$40 Copayment		\$50 Copayment		\$60 Copayment		\$60 Copayment	
Non-Preferred Brand	\$80 Copayment		\$80 Copayment		\$90 Copayment		\$90 Copayment	
Monthly Deduction Amounts			(not to exceed)		(not to exceed)		(actual funding rates and benefits may vary annually in relationship with the civilian plan)	
Employee Only	\$	80.00	\$	80.00	\$	84.00	\$	41.00
Employee + 1 Dependent	\$	170.00	\$	170.00	\$	178.50	\$	96.00
Employee + 2 or more Dependents	\$	210.00	\$	210.00	\$	220.50	\$	152.00

08 MAR 14 AM 10:03
CITY CLERK DEPT

FIRE -- SHARED LEAVE APPLICATION FORM

Application for Shared Leave

A. To be completed by Employee

Employee Name _____ SSN _____

Department _____ Date _____

TO: Administrator, City of El Paso Shared Leave Bank

I request the transfer of leave from the City of El Paso Shared Leave Bank to my sick leave account. I certify that I have exhausted all paid leave to which I am entitled, and that I have read and understand the conditions for requesting and using leave under the Shared Leave Bank.

Complete the following:

I have / have not filed a claim for worker's compensation benefits regarding my present condition.

(Circle one)

Reason for requesting Shared Leave: _____

The Medical Certification form has been completed by my physician and is attached to my request. _____ Yes _____ No

Employee Signature _____

Date _____

B. To be completed by Fire Chief.

I concur in the above request and recommend approval.

I have received the above request and I do not recommend approval because:

Fire Chief _____

Date _____

Personnel Office Only

Request No. _____ Date Received _____

_____ Audit Accepted

_____ Audit Rejected

Reason _____

Administrator Signature _____

Date _____

FIRE -- SHARED LEAVE MEDICAL CERTIFICATE

Medical Certification Form

Employee Name _____ SSN _____

Department _____ Date _____

Illness or Injury _____

Is the condition currently a life-threatening condition? _____

Date Condition Commenced _____ Probable Duration of Condition _____

Regimen of treatment to be prescribed. Indicate number of visits, general nature and duration of treatment, including referral to other health services providers.

By Treating Physician _____

Other Health Services Provider(s) _____

Signature of Physician _____ Date _____

Type of Practice (Field of Specialization, if any) _____ Date _____

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FIRE -- SHARED LEAVE CONTRIBUTION FORM

Employee Information

1. By completing the request section of this form, you may contribute to the Shared Leave Bank from your sick or vacation leave accruals.
2. Contributions to the bank are voluntary and once approved, irrevocable. Contributors cannot designate contributions for the use of a specific individual.
3. There are 3 qualifications on contributions to the bank:
 - a) You must be a permanent employee eligible for sick and vacation leave.
 - b) You may contribute no less than one (1) day and no more than three (3) days of accrued leave per fiscal year.
 - c) You must have at least fifteen (15) days (56 hr week = 180 hours / 40 hr week = 120 hours) left in your sick leave account after making a sick leave donation or if donating vacation at least five (5) days (56 hr week = 60 hours / 40 hr week = 40 hours) in your vacation leave account after making a vacation donation.
4. Your leave account will be reduced by the total number of days donated.

Request to Contribute Leave

Employee Name _____ SSN _____

Department _____ Work Phone _____

I request to donate (circle one: 1 2 3) day(s) of my accrued SICK LEAVE to the Shared Leave Bank.

I request to donate (circle one: 1 2 3) day(s) of my accrued VACATION LEAVE to the Shared Leave Bank.

Employee Signature _____ Date _____

Departmental Payroll Clerk

Employee Name _____ SSN _____

Sick Leave Balance: _____ Vacation Leave Balance: _____

Employee's sick/vacation leave balance after donation to Shared Leave Bank is _____ hours.

Payroll Clerk _____ Date _____

Acknowledgment of Request

Your request to donate _____ day(s) of accrued sick/vacation leave to the Shared Leave Bank is:

_____ Approved _____ Denied

Comments: _____

Administrator Signature _____ Date _____