

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

DEPARTMENT: City Manager

AGENDA DATE: December 13, 2011

CONTACT PERSON/PHONE: William F. Studer, Deputy City Manager, 541-4252

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 December 13, 2011 through August 31, 2014.

BACKGROUND / DISCUSSION: The collective bargaining agents for the City and Local 51, International Association of Firefighters have reached a tentative agreement after a lengthy collective bargaining session. 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 new sick leave policy that includes a specific system of incentives and disincentives relating to the use of sick leave; the Association will assume the operation of the shared sick leave system; changes to the promotion process by adding exam points based on education and certifications, revising the eligibility provisions for taking promotional examinations to add education requirements for most ranks and to enable the medical personnel to begin to qualify for regular promotions; and revisions to the method for scoring promotional exams. Lastly, minor changes were made to the Accident With Pay policy to move the language of the policy from Ordinance 8064 to the CBA and to clarify some of the provisions so that they reflect actual practices. The Association will be eligible to participate in the consumer driven health plan and employee contributions for health benefits will increase in years 2 and 3 of the Agreement.

The wage scales are being increased as follows: 0% Effective from the signing of the agreement; .5% Effective the first pay period following March 1, 2013; and 1% Effective the first pay period following March 1, 2014. Comp time will continue to be given in lieu of overtime to the specialized rescue units for time spent in training. New incentive pays of \$50 per month will be given to the employees assigned to the following teams (limit of one incentive pay per employee) are included: Hazardous Materials (max. of 36 employees); Special Rescue (max. of 18 employees); COMSAR (max. of 30 employees); Water Rescue (max. of 18 employees); ARFF (max. of 10 employees). Lastly, a one-time payment of \$3600 will be made to any employee who, on his own time, completes an off-duty paramedic course and passes the tests and becomes a locally credentialed paramedic.

PRIOR COUNCIL ACTION:

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

The previous CBA was approved on March 18, 2008.

AMOUNT AND SOURCE OF FUNDING: General Fund, Fire Department Budget.
Funding for FY12 was included in the budget in anticipation of reaching the agreement.

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

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

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

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

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 December 13, 2011 through August 31, 2014.

Dated this 13th day of December 2011.

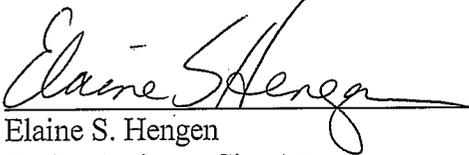
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

2011-2014

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 13th day of December, 2011, 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.

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 XVIII, Section H, 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.

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; subcontract functions other than actual fire fighting activities and emergency basic and advanced 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 who was a probationary employee pursuant to the provisions of the immediately prior collective bargaining agreement between the parties shall remain in probationary status as long as he would have been pursuant to said agreement. The initial probationary period for new employees shall be the time period in which the employee works, to include for purposes of this section all hours taken for holiday leave and a maximum of 36 hours of

sick leave, a total of 2912 hours. A probationary employee may be discharged at any time at the discretion of the Chief without appeal to the Commission.

Section 4. That the parties agree that the Fire Chief, at his sole discretion, may develop and implement a program for the purpose of recognizing outstanding service and acts of distinct heroism by fire fighters, on or off duty, and the members of the public. Such program shall be a management prerogative and is intended only for the limited purposes established by the Chief and shall not grant or confer any rights to employees under this Agreement, nor shall the implementation of such a program become or constitute a past practice of the City as addressed in Article VI, Section 4. The parties agree that as part of such a program, the Chief, at his sole discretion, may award additional hours of vacation or other leave to top fire fighter recipients of program awards.

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 XXXII, 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 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 provided electronically 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.

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 any of 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 and reflect the following pay increases in the amount specified below:

- 0% Effective upon signing the agreement;
- .5% Effective the first pay period following March 1, 2013; and
- 1% Effective the first pay period following March 1, 2014.

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.

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. 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.

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) provided however, if such excess hours are worked by an employee who is conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training and Urban Search and Rescue Training, including any travel time compensated pursuant to Section 3 relating to such training, the employee shall receive compensatory time at a rate of one and one-half (1 ½) hours for each hour of employment spent in or relating to such training for which overtime compensation is required by this section.

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 a rate of time and one-half (1 ½) the employee's regular straight-time hourly rate of pay provided however, if such excess hours are worked by an employee who is conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training and Urban Search and Rescue Training, the employee shall receive compensatory time at a rate of one and one-half (1 ½) hours for each hour of employment spent in or relating to such training for which overtime compensation is required by this section.

Section 3. Any employee who is called to work in excess of the employee's regularly scheduled hours of work, other than for the types of training set forth above, 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 travel time.

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, except when the employee has worked excess hours to conduct or participate in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, such employee shall receive compensatory time off as set forth in Sections 1 and 2 above.

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

Section 10. Employees who accrue compensatory time under this Article may accrue a maximum of 120 hours of compensatory time, however the employee shall only be paid for a maximum accrual of 80 hours upon termination of employment. The employee shall be allowed to use the accrued compensatory time under the same policies that exist for the use of vacation days.

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

Section 2. Paramedic Pay. 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. 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. 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.

Section 5. Effective the first pay period beginning after the effective date of the Agreement, the City shall pay \$50.00 per month to the employees who are assigned to the following teams:

Hazardous Materials Team: a maximum of 12 employees per shift for a total of 36 employees.
Special Rescue: a maximum of 6 employees per shift for a total of 18 employees.
COMSAR: a maximum of 10 employees per shift for a total of 30 employees.
Water Rescue: a maximum of 6 employees per shift for a total of 18 employees.
ARFF: a maximum of 10 employees per shift for a total of 30 employees.

Provided however no employee shall be entitled to receive more than one specialty pay under this section. The Chief retains the right to select the most qualified individuals to fill each assignment per shift.

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 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:

- 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. From the effective date of this agreement through December 31, 2011, the provisions of Article XIV, Insurance, of the Articles of Agreement between the parties, dated March 18, 2008, as amended, shall continue to apply. Effective January 1, 2012, all employees shall participate in one of the three City sponsored health benefit programs. Employees may elect to be covered by the Buy Up Plan, the Core Plan, or the Consumer Driven Health Plan (CDHP) as follows:

(a) The Buy Up Plan, the Core Plan and the Consumer Driven Health 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 calendar year 2012, the employee contribution to the Buy Up Plan shall be:

- \$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 calendar year 2013, the employee contribution to the Buy Up Plan shall not exceed:

- \$88.20 per month for employee coverage;
- \$187.42 per month for employee coverage with one dependent; or
- \$231.52 per month for employee coverage with two or more dependents.

For calendar year 2014, the employee contribution to the Buy Up Plan shall not exceed:

- \$97.02 per month for employee coverage;
- \$206.16 per month for employee coverage with one dependent; or
- \$254.68 per month for employee coverage with two or more dependents.

For calendar year 2012, the employee contribution to the Core Plan shall be:

- \$43.06 per month for employee coverage;
- \$100.80 per month for employee coverage with one dependent; or
- \$159.60 per month for employee coverage with two or more dependents.

For calendar year 2013, the employee contribution to the Core Plan shall not exceed:

- \$45.20 per month for employee coverage;
- \$105.84 per month for employee coverage with one dependent; or
- \$167.58 per month for employee coverage with two or more dependents.

For calendar year 2014, the employee contribution to the Core Plan shall not exceed:

- \$49.72 per month for employee coverage;
- \$116.42 per month for employee coverage with one dependent; or
- \$184.34 per month for employee coverage with two or more dependents.

For calendar year 2012, the employee contribution to the Consumer Driven Health Plan shall be:

- \$4.58 per month for employee coverage;
- \$24.42 per month for employee coverage with one dependent; or
- \$27.82 per month for employee coverage with two or more dependents.

For calendar year 2013, the employee contribution to the Consumer Driven Health Plan shall not exceed:

- \$4.82 per month for employee coverage;
- \$25.64 per month for employee coverage with one dependent; or
- \$29.22 per month for employee coverage with two or more dependents.

For calendar year 2014, the employee contribution to the Consumer Driven Health Plan shall not exceed:

- \$5.28 per month for employee coverage;
- \$28.20 per month for employee coverage with one dependent; or
- \$32.12 per month for employee coverage with two or more dependents.

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

(c) Effective March 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.

The prescription costs at participating pharmacies to the employee who elects coverage through either the Buy Up, Core Plan or the Consumer Driven Plan will be:

Mail Order or Retail as available (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; provided however, effective January 1, 2012, the City Dental Benefit Program for employees covered by this Agreement shall have a maximum amount allowed per member/dependent per year of \$1,000.00 and the employee contribution per pay period for such coverage shall be as follows:

	1/1/2012	1/1/2013	1/1/2014
Employee Only	\$1.00	\$1.05	\$1.10
Employee & dependents	\$3.00	\$3.15	\$3.31

(e) In addition, all employees will be entitled to elect the Dental Optical Benefit Program as is made available 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 the entire 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.

Section 3. For the duration of this Agreement, the City shall maintain the term life and accidental death and dismemberment insurance policies to provide coverage in the same amount that is provided to civilian employees, but in no event in an amount of not less than \$15,000.00 for employees, and \$2,000.00 for the employee's spouse and \$1,000.00 for the employee's dependent children 14-days of age, but less than 19 years, unless the dependent is a full time 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 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 (½) 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 ½-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 MONTHLY ACCRUAL	VACATION DAYS ANNUAL ACCRUAL
0-10	1¼	15
10-15	1½	18
15-20	1¾	21
Over 20	2	24

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 = $(8.57) \times D \times \$H$.

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

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-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

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. Sick Leave Usage.

This Article is intended as a comprehensive approach, in accordance with federal and state law, to minimizing the use of sick leave to only those bona fide circumstances as provided for in Section 4a of this Article. In order to be effective, two major thrusts have been incorporated into the Article: an incentive approach, and a disincentive approach.

Section 1a. From the effective date of this agreement until the cutoff date provided in Sec. 2(a), an employee shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month from the first day of employment.

Section 1b. It is agreed by the parties that employees qualifying for FMLA leave must utilize all available FMLA leave before being eligible to receive an additional leave of absence provided in this Article. When an employee is eligible for FMLA qualifying leave, the FMLA leave begins on the first day of absence. It is agreed and understood FMLA leave shall apply to occupational injuries and occupational diseases.

Section 1c. It is agreed and understood that any of the leaves of absence defined in this Article may not be granted or extended after 12 consecutive months or for a combined period in excess of 24 months within an employee's tenure with the City. This provision does not include leave taken in accordance with FMLA and shall not apply to leave of absence granted for military service.

Section 2. Sick Leave Allotment.

Section 2a. After the cutoff date each year, which shall be the last day in the payroll period which includes November 1st, 56-hour employees shall be allotted one hundred and eighty (180) hours of sick leave for use in the next twelve (12) months as set forth herein. Forty-hour employees shall be allotted one hundred and twenty (120) hours of sick leave. Provided however, that in the event that this agreement is not approved by the parties so as to be in effect on or before November 5, 2011, employees shall continue to accrue sick leave as provided in Section 1a of this Article until the last day of the pay period during which the effective date of this agreement falls, and the first allocation of sick leave made pursuant to this Article shall be made as of the first day of the next-following pay period, which shall then become the cutoff date for 2011, and the amounts so allocated shall be pro-rated to exclude the time period between November 6, 2011 and the new starting date of the cut off for 2011 in which employees had accrued sick leave as provided in Section 1a.

Section 2b. Probationary employees shall be allotted sick leave on a pro-rated basis for the remainder of the year (as defined in section 2a) starting after graduation from the Training Academy.

Section 2c. Employees who change from working 56 hours to 40 hours and vice-versa, will have their sick leave allotment adjusted on a pro-rata basis. In the event that an employee whose allotment is reduced on a pro-rata basis under this section does not have sufficient leave remaining in his allotment for the reduction, sick leave will first be deducted from the Extended Sick Leave Time Bank, and in the event that the employee does not have adequate sick leave remaining in his Extended Sick Leave Time Bank, then it will be deducted from his Vacation Leave.

Section 2d. Employees may use their annual sick leave allotment at one hundred (100%) percent of their current salary in accordance with Section 4a of this Article.

Section 3. Extended Sick Leave Time Bank.

Section 3a. An employee who has used all of his annual sick leave allotment may be permitted to use the time as may be accrued in his Sick Leave Time Bank only when necessary due to an illness, injury, or other circumstances consistent with Section 4a of this Article. Such a request must be approved by the Fire Chief or designee, and such approval shall not be unreasonably denied. Upon approval, an employee may use his accumulated Extended Sick Leave Time Bank to supplement an individual, short-term absence (i.e., exceeding one (1) hour but less than six (6) shifts) beyond the annual sick leave allotment, until such time as his accumulated Extended Sick Leave Time Bank is depleted. Extended sick leave shall be defined as a single sick leave occurrence extending beyond the annual sick leave allotment or occurring after the employee has utilized his annual sick leave allotment.

Section 3b. The Extended Sick Leave Time Bank shall consists of sick leave time that is automatically transferred into each employee's Extended Sick Leave Time Bank at the date of the first cut off period of this Article and the sick leave that each employee may designate from the annual unused portion of his annual sick leave allotment. No employee shall receive any sick leave payout under this Article unless the employee has a minimum balance of 180 hours for 56 hour employees and 120 hours for 40 hour employees of sick leave in his Extended Sick Leave Time Bank. All payouts and transfers shall be made in accordance with the provision in Section 4b of this Article.

Section 3c. An employee who requires extended sick leave and has utilized all of his sick leave allotment and all of the leave in his Extended Sick Leave Time Bank may use vacation time in accordance with established Department policies. The decision to allow the use of vacation time under this section shall additionally be in the sole discretion of the Fire Chief or his designee.

Section 3d. An employee who is on extended sick leave at the time of the annual award of a new sick leave allotment shall be required to use his new sick leave allotted time at one hundred (100%) percent of his current salary before he can submit a request to use any additional sick leave as may be in his Extended Leave Time Bank.

Section 3e. 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 as was in effect at the applicable time, but no such time shall ever be subject to the payment provisions of Section 6 of this Article. Any employee who has such special sick leave may request to use it for the same purposes for which sick leave use may be requested from the

Extended Sick Leave Time Bank, and such time may only be used when the employee's sick leave allotment and Extended Sick Leave Time Bank have both been exhausted.

Section 4. Approved Sick Leave Use

Section 4a. Sick leave shall be used on an hour for hour basis by employees for the following reasons provided, that the condition is not job related:

- (1) Incapacitation due to illness or injury.
- (2) Attendance would jeopardize the health of co-workers due to exposure to a contagious illness/disease.
- (3) Prescribed medical treatment that falls on duty days.
- (4) Care of next of kin as defined in the FMLA, residing with the employee for whom the employee is rendering medically related assistance, and there is no other person available to care for said individual.
- (5) Hospitalization of a family member.
- (6) Routine medical, dental, or optical examination or treatment obtained by a 40-hour employee.
- (7) Emergency medical, dental or optical examinations or treatment obtained by any employee.
- (8) Pregnancy and maternity/paternity leave.
- (9) Emergency leave and funeral leave.
- (10) Any absence not described above that prior authorization is received.

Section 4b. Incentives

- (1) The last day in the pay period that includes November 1st will be the cut-off date for use of the sick leave allotment, and the balance, if any, of sick leave allotment will be frozen as of that date.
- (2) Beginning with the cut-off date in November 2012 and each subsequent cutoff date, fifty-six hour employees who have a minimum of 180 hours in their Extended Sick Leave Time Banks and 40-hour employees who have a minimum of 120 hours in their Extended Sick Leave Time Banks shall receive a payout for the unused portion of their annual sick leave allotment, which shall, as each employee shall designate, be paid for on an hour for hour basis at the employee's basic hourly rate of pay, including permanent assignments. Employees who have the requisite minimum balance may, prior to November 1st and in lieu of receiving the payout, designate some or all of their annual sick leave allotment to be placed in their Extended Sick Leave Time Banks, and to receive the payout only for the remaining balance of sick leave allotment. Such designation shall be in writing. In the event that the first sick leave allotment made after the effective date of this Agreement was pro-rated in accordance with Section 2 a, an employee eligible to

receive a payout under this section may include the sick leave accrued by the employee between November 6, 2011 and the new starting date of the 2011 cutoff in the balance of sick leave allotment for which the employee will receive a payout. This provision is intended to provide that eligible employees will be able to achieve the maximum amount of sick leave payout as is provided and available under this Article for the first year regardless of the effective date of this agreement.

- (3) The remaining balance, if any, of the annual sick leave allotment of employees who do not have the requisite minimum balance in their Extended Sick Leave Time Banks shall be transferred to the employee's Extended Sick Leave Time Bank.
- (4) Employees will be credited with their next annual sick leave allotment beginning on the next pay period after the cut-off date. Any sick leave taken before the cutoff date which was not processed prior to that date will be deducted from the next year's allotment. All eligible employees shall receive their sick leave payout on the first payday in December of that calendar year. Such payout shall be paid for an hour for hour basis at the employee's basic hourly rate of pay including permanent assignments. No pension contributions will be deducted from the annual payout of the sick leave payout.
- (5) An employee who resigns, retires, dies or otherwise leaves employment at any date other than the cut-off date and has a remaining balance in his annual allotment of sick leave shall receive any payout provided for under this Agreement only for such sick leave as determined to have been earned by recalculating the amount of sick leave earned on a pro-rata basis of 1 1/4 days of sick leave per month worked.

Section 4c. Disincentives

- (1) Employees who have five (5) or more sick leave occurrences during the time beginning on December 1st through November 30th of the following year may be subject to disincentive actions as follows:

NUMBER OF OCCURRENCES	DISINCENTIVES
5 th Occurrence	Written Warning.
6 th Occurrence	Loss of swap privileges; Unscheduled Evaluation and Mandatory EAP Referral.
7 th Occurrence	6 th occurrence disincentives; and loss of voluntary overtime privileges.
8 th Occurrence	7 th occurrence disincentives; and 1 day suspension.

9 th Occurrence	8 th occurrence disincentives; temporary loss of promotional ability; and 2 day suspension.
10 th Occurrence	9 th occurrence disincentives; and 4 day suspension.
11th Occurrence	10th occurrence disincentives; 6 day suspension; and Fitness for Duty Evaluation at the employee's expense.
12th Occurrence	Termination.

For the purposes of this Article, occurrences will be calculated on a 12 month period beginning with the cut-off date in November, and every consecutive 12 months thereafter. Any employee receiving a disincentive pursuant to the above schedule in consecutive years shall be subject to having prior years disincentive carried over for the purposes of progression. For example: an employee receiving a 7th occurrence in one 12 month period shall commence at the 8th occurrence level in the next 12 month period once the employee arrives at the first disincentive level in the next year.

(2) Any absence under this Article, other than use of sick leave time during a leave protected by federal or state law or for funeral leave, shall be considered an occurrence when the employee has actually worked less than one-half (½) of the hours of the employee's normal shift, or used sick leave on various occasions which, when combined, totals one-half (½) of the employee's normal shift, with or without an excuse. By way of examples, a twenty-four (24) hour employee, who on four (4) occasions, uses three (3) hours of sick leave each time, will be charged with one (1) occurrence, and an employee who uses sick leave time in conjunction with a lengthy illness that causes the employee to miss entire consecutive shifts will be charged with one (1) occurrence.

(3) Upon request of an employee, the Fire Chief may review and waive occurrences on a case-by-case basis.

Section 4d. Sick Leave Procedure

- (1) It shall be the employee's responsibility to notify the Department in accordance with established policy prior to the start of the shift with :
 - (a) the reason for his absence;
 - (b) the station, which he is assigned to;
 - (c) and the name of his Supervisor.
- (2) Sick leave may be used on an hour for hour basis, in quarter hour increments, for all employees.

- (3) Employees may return to work at any time after calling in sick. However, they may only return to work one time during a shift and shall notify the Deputy Chief prior to returning to work to receive their station assignment.
- (4) If, in the opinion of the immediate Supervisor, an employee is believed to be unfit for duty, the Supervisor shall report the situation through his chain of command. The Battalion Chief and Deputy Chief, in conjunction with the Human Resources Department, shall determine the proper course of action, which may include sending the employee home. If an employee is deemed unfit for duty and involuntarily sent home by his supervisor, the absence will not count as an occurrence.
- (5) Upon returning to work, all employees shall submit to their immediate supervisor an employee leave request form which shall include an affirmation that the employee's use of sick leave was consistent with this Article.
- (6) Any employee requesting sick leave in a manner or for reasons which are not consistent with this Article shall be denied leave time and such an improper request will constitute just cause for disciplinary action and the employee may be subject to disciplinary action up to and including termination. The granting of a leave request by a person other than the Fire Chief shall not bar the Fire Chief from making a later determination that the request was improper or not consistent with this Article.

Section 5. Beginning with the effective date of this agreement through November 30, 2012, the Fire Chief retains the right to enforce all Civil Service Commission Rules, and City of El Paso Policies regarding sick leave.

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. 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.

Sections 8 and 9 are deleted.

ARTICLE XVIII
ACCIDENT WITH PAY LEAVE

This Article applies to occupational injuries and occupational diseases occurring on and after August 27, 1996. Occupational injuries and occupational diseases occurring before such date, will be governed by the applicable Ordinance and collective bargaining agreement in effect at the time of the date of injury or disease.

Section A. Accident With Pay Leave (AWP) is separate and distinct from and in addition to the weekly workers' compensation payment. While on AWP leave, absence from the job as a result of an occupational injury or illness is not deducted from the employee's accrued sick or annual leave balances.

Section B. Eligible Employees. An employee, including one on probation, who sustains an injury or suffers an occupational disease or illness arising out of and in the course of employment as defined by the Texas Workers' Compensation Act is eligible to request Accident With Pay (AWP) leave, beginning on the first day of occupational disability. Temporary employees, part-time employees, contract employees, independent contractors, and volunteers are not eligible for AWP leave.

Section C. Procedure.

1. To be granted AWP leave the employee must submit through the Chief a properly completed AWP Leave Request Form as prescribed by the Human Resources Director and accompanied by a medical report from the treating physician indicating that any lost time is due to the employee's on-the-job injury or occupational disease. Medical documentation must correspond in time with the number of days or hours of AWP leave requested.
2. The Human Resources Director, upon recommendation of the Chief or upon independent finding, may grant AWP leave for the initial period of time not to exceed thirty calendar days. Extensions of AWP leave beyond this initial grant are granted as provided in Section H.
3. An employee denied AWP leave may appeal to the Human Resources Director within five (5) calendar days of notification that AWP leave has been denied. The Human Resources Director will respond to appeal within ten (10) calendar days of receipt. Should the employee not be satisfied with the decision of the Human Resources Director, the employee shall within ten (10) calendar days of notification from the Human Resources Director, notify the Human Resources Director that the employee wishes to appeal the decision to a Hearing Officer of the Civil Service Commission. Upon receipt of such notification, the Human Resources Director will assign the appeal to a Hearing Officer. The Hearing Officer shall hear and decide such appeal within twenty (20) calendar days of assignment. The final decision regarding the granting or denial of AWP leave rests with the Hearing Officer whose decision shall be final and binding on both parties, and shall not be appealable to either City Council or the Civil Service Commission.

Section D. Grounds for denial and termination. Upon recommendation of the Chief or upon independent finding, the Human Resources Director will deny or terminate AWP leave to any injured employee who:

1. Fails to report the occupational injury or disease within 24 hours of its occurrence to his immediate supervisor. For purposes of this ordinance, the date of occurrence of an occupational disease is the date on which the employee knew or should have known that the disease may be job-related.
2. Is injured as a result of:
 - a. the employee breaking of rules, regulations, or laws, including any safety rules adopted by the City for the prevention of accidents and injuries;
 - b. the gross negligence of the employee; or
 - c. any other unreasonable or culpable conduct of the employee as determined by the Human Resources Director;
3. Fails to use department-mandated safety equipment or follow department-mandated safety procedures when the injury was sustained;
4. Refuses to submit to any independent medical examination or treatment required by the City in accordance with Texas Workers' Compensation laws;
5. Refuses to return to regular or restricted duty after being released for regular or restricted duty by a treating physician or other physician performing an independent medical examination for the City;
6. Fails to act in a manner that is conducive to or consistent with being off work convalescing from a job-related injury;
7. Submits a workers' compensation claim which is controverted;
8. Submits an AWP leave request previously denied based upon the merits of this ordinance for the same injury; or,
9. Fails to follow the procedural process as contained in this ordinance.

Denial of AWP status will not affect an employee's eligibility, if any, to receive workers' compensation benefits.

Section E. Suspension or Termination of AWP Leave.

1. Eligibility for AWP leave will terminate upon any of the following occurrences:
 - a. One year from the date of injury or occupational disease, except for an extension requested and granted under Section F of this Article;
 - b. When the workers' compensation claim is controverted or disputed under the Texas Workers' Compensation law; or,
 - c. Upon a finding by the Human Resources Director of any of the occurrences defined under Section D of this Article.
2. Eligibility for AWP leave will be suspended upon any of the following occurrences:
 - a. The employee's treating physician releases the employee to return to work;

- b. A physician performing an independent medical examination for the City releases the employee to return to work;
- c. The employee's failure to provide timely physician certificates;
- d. The employee does not submit a properly completed AWP leave request to the Chief within two (2) working days prior to payroll closing, unless the employee can show good cause for the delay; or,
- e. The employee fails to follow the procedural process as contained in this ordinance.

If AWP leave is suspended under subsections 2 c, d, or e of this Section and is reinstated upon compliance by the employee, such reinstatement of benefits will not be retroactive unless the employee can show good cause for the delay in compliance.

Section F. Eligibility For AWP Leave Beyond the One Year Anniversary Date of Injury. In those cases where an employee submits a written request to the Chief for AWP leave beyond the one year anniversary date of injury and that employee has either not used AWP leave or has not utilized the maximum amount of AWP leave during the one year period allowed or had used it intermittently and not for the allowed maximum amount, the employee may be granted AWP leave, provided that the following conditions are met:

1. The employee is and had been receiving continuous treatment by a licensed physician for the same on-the-job injury or occupational disease for which AWP leave was originally granted ("Continuous treatment" is defined as regular examinations or treatments by a licensed treating physician or a licensed physician to whom the treating physician has referred the employee); and
2. A licensed treating physician or a licensed physician to whom the treating physician has referred the employee recommends surgery, because all other treatments have not been successful; and
3. The employee obtains the written recommendation of the Chief; and
4. The employee has not exhausted or utilized the maximum amount of AWP leave allowed under this Article for the occupational injury or disease for which he is requesting the extension; and
5. The employee has complied with the requirements of Section C of this Article. If the above requirements are met, AWP leave may be granted after the one year anniversary of date of injury addressed in Section D for the time period necessary for surgery and recovery there from, as designated by a licensed physician, until the maximum amount of AWP leave allowed under this Article is used.

Section G. AWP Supplement to Worker's Compensation Weekly Benefit. In addition to the weekly workers' compensation benefits payable under law, the eligible employee granted AWP leave may receive a supplement to such workers' compensation benefit equivalent to the difference between any workers' compensation weekly benefit and the employee's pre-injury take-home pay. In no event shall the total of the AWP supplement and the workers compensation weekly benefit exceed the employee's pre-injury take home pay and benefits. If the weekly workers' compensation benefit equals or exceeds the take-home pay, there shall be no AWP supplement, but the absence from work will not be deducted from the employee's accrued leave balances. For purposes of this ordinance:

1. Take home pay means base pay, longevity pay, special merit pay, incentive and certification pay, less mandatory deductions required by law. The work schedule the fire fighter was on at the time the eligible injury occurred will be the basis for determining the take-home pay and the original AWP supplement.
2. Mandatory deductions means income tax withholdings, FICA and Medicare, if applicable.
3. Payroll deductions (FICA, Medicare and FWT) will NOT be taken out of the weekly workers' compensation benefits, but WILL be taken out of the supplement portion.
4. Section 125 benefit payments will be taken out of the supplement portion, if available. If funds are not available to cover some or all of these payments, the City will send a notice to an employee that there are insufficient funds to cover these payments.

In all situations, but in particular in the situation in which the City has sent the employee a notice pursuant to Section G 4, it is the responsibility of the employee to make inquiry directly with the Firemen and Policemen Pension Fund to determine whether any portion of the employee's pension contribution remains unpaid due to the unavailability of adequate funds and whether the employee needs to pay any unpaid pension contribution if he wants service credit.

Section H. Maximum Duration of AWP leave. An employee who while in the course and scope of his employment, receives an injury or illness while in the line of duty, may additionally be granted AWP extensions in thirty-calendar-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 I. Temporary and Intermittent Absence from Employment. AWP leave may also be granted for an employee's temporary and intermittent absence from his employment due to seeking and receiving treatment for his injury (doctor's and therapy appointments) provided that the employee submits the required medical documentation. AWP leave is not available for an employee's temporary and intermittent absence from his employment without medical documentation. An extension of AWP leave beyond the one year anniversary of the date of injury or illness is not allowed for an employee's temporary and intermittent absence from employment due to seeking and receiving treatment.

Section J. Initial Seven Days of Disability. If AWP leave is approved, AWP leave will be available for the first calendar seven (7) days of disability not initially paid by workers' compensation benefits. The fire fighter will not be required to use his annual or sick leave for this first seven days of disability.

Section K. Supplementation of Weekly Workers' Compensation When AWP Leave is Not Available. In the event AWP leave is not available, but the employee is receiving weekly workers' compensation benefits, pursuant to §504.052 of the Texas Labor Code, the employee may supplement his weekly workers' compensation benefits with accrued sick leave, annual leave and special sick leave. In no event, will the amount of this optional supplement to the weekly workers' compensation benefit and the weekly workers' compensation benefit cause the employee to receive in excess of his pre-injury take-home pay. Only the utilized pro-rata amount of this optional

supplement will be deducted from the employee's accrued leave balances. Payroll deductions for FICA, Medicare, and FWT will be deducted from this optional supplement portion. The employee must request this optional supplement through the Chief.

Section L. Leave Balances. While on AWP leave, the fire fighter continues to accrue sick and annual leave.

Section M. Pension Fund Contributions. Any pension fund contributions shall be made by the employee and employer in accordance with the employee's applicable pension plan, if any. In the event the employee's weekly workers' compensation benefit is greater than his pre-injury take-home pay and thus not receiving an AWP supplement to his weekly workers' compensation benefit or the AWP supplement is insufficient to cover the employee's pension contribution, the employee will need to pay his pension contribution if he wants service credit.

Section N. Overpayment of Workers' Compensation Benefits or Supplement Payments. In the event the employee receives overpayment of workers' compensation benefits or AWP supplement payments, the employee shall cooperate with the Human Resources Department to correct and repay any payment errors in a manner prescribed by the Human Resources Director. Such repayment includes assignment and repayment from the employee's future wages or by reduction of any accrued leave balances. The employee will be notified of the overpayment. The employee will be notified 30 calendar days before any repayment from the AWP supplement and/or employee's future wages or reduction of any accrued leave balances occurs.

Any overpayment will be repaid by an employee at an amount no less than \$100.00 per paycheck until the overpayment is repaid. Employees may elect to pay the entire amount of the overpayment in one payment or in payments larger than \$100.00 per paycheck at their option. The repayment will begin when the employee returns to work from injury. Interest will not be calculated on this repayment. In the event the employee retires, is terminated or voluntarily terminates his employment with the City prior to the overpayment being paid in full, the balance of the overpayment becomes immediately due in full to the City. Employees may elect to pay the balance of the overpayment out of any vacation or sick leave balances that are due as provided in this Agreement.

ARTICLE XIX SHARED SICK LEAVE

Section 1. All Association members will contribute hours of sick leave time to a pool. Time will be deducted by the City from all dues paying members when directed by the President and are not to exceed once every quarter. The number of hours to be deducted by the City shall be designated to the City in writing by the President. Said amount shall be uniform and not less than (2) hours per dues paying member. The sick leave hours deducted from all dues paying members shall be credited to the sick leave bank first, before any other use of hours is permitted.

Section 2. Any member who is utilizing time from the sick leave time bank shall have their sick time credited to the sick leave bank.

Section 3. A sick leave committee will be established composed of the president of the bargaining unit, as chairman, and the members of the executive board for a total of 6

members. The committee will review all requests for benefits. The decision of the committee shall be final.

Section 4. At least 4 members of the board must be present at each review and chairman will appoint a designee in his absence.

Section 5. Any Association member with 3 months service as a firefighter will be eligible for the sick leave bank

Section 6. Maximum time of benefit from the Shared Sick Leave Bank will be 2304 hours/ 11 months.

Section 7. The first 240 hours of injury or illness will be covered by the member's sick time, vacation or leave without pay. Upon satisfying the first 240 hours requirement, the member will be eligible for the sick leave bank. Employees who are receiving workers compensation benefits but who are not receiving AWP may utilize the sick leave bank as a supplement, provided however, employees may not receive compensation contrary to state law.

Section 8. The committee will meet once a month when benefits are in use to review each case for extension or termination. However, the committee may convene at any time to consider beginning, extending, or terminating of benefits.

Section 9. Members must notify the committee in writing as soon as he is able to return to work. The committee chairman will then notify the Human Resources department that the benefit is to be terminated. In the event of an extended illness benefit, sick bank papers may be turned in monthly or quarterly.

Section 10. Members receiving benefits must have a doctor's letter stating his condition at each review. If the committee, after review, has reasonable doubt as to the validity of an injury or illness, the matter will be brought to a special meeting of the executive board for final disposition.

Section 11. A prorated amount of the individual's yearly allotment (15 hours per month sick leave) that an employee earns while drawing sick bank benefits will be returned to the shared sick bank.

Section 12. A member, or his legal representative, can choose to donate up to and no more than 300 hours at the time of death, termination or retirement 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 death, 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.

ARTICLE XX 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 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 Section 5c of this Article.

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 XXI 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 XXII 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 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. These provisions will apply as long as uniformed employees are assigned to the Communications Division. After uniformed employees cease to be assigned the Communications, Sections 2 and 2(a) of this Article will be automatically deleted from the Articles of Agreement.

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.

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 1000 hours and shall remain on duty until 1000 hours the following day.

Section 7. One year after this agreement has been in effect, the Chief will commission an independent study on the most efficient manner to conduct shift change for all employees covered by the Agreement. The Chief will use data beginning January 1, 2011. The findings of the independent study will be shared with the Association. The Chief retains the right to meet with the Association to discuss changes to the shift hours based on the findings of the study.

ARTICLE XXIII 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 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. Two points will be added to the score of an applicant taking a promotional exam for a local certification as a paramedic.

Section 3b. 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. 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 3c. Points will be added to the score of an applicant taking the promotional exam for FS-2 through FS-8 for one degree as follows:

- (a) Associates degree in any of the areas listed herein 2-points.
- (b) Bachelor's Degree in any of the areas listed herein 4-points.
- (c) Master's Degree in any of areas listed herein 6-points.
- (d) Bachelor's or Master's Degree in an area other than those listed herein 3-points.

An employee holding more than one degree shall designate which single degree will be used to calculate the educational points awarded. Degrees from an accredited college or university in the following areas of study (hereafter referred to as a "preferred area of study" qualify for the purpose of awarding the higher number of educational points as set forth above: Fire Science, Fire Protection, Public Management, Public Administration, Business Administration, Organizational Leadership, Nursing, or Emergency Medical Services. Additionally, any employee who, on or before August 31, 2013 has any degree from an accredited college or university shall qualify for the purpose of awarding the higher number of educational points as set forth above.

Section 3d. Except as provided in Section 13 of this Article, an employee applying for a promotion beginning January 2015 must also meet the following criteria as of the closing date for the written examination. The parties agree that nothing contained in this Article is intended to extend the terms of the Articles of Agreement beyond the date agreed to by the Parties. The dates agreed upon in this section have been selected to provide the members of the Association an opportunity to plan and prepare for examinations and promotions in the future.

Fire Suppression Technician (FS2)

- (a) Texas Commission Certification as a Driver/Operation Pumper.
- (b) Current local certification as a Paramedic within 12 months of the written examination beginning in January of 2017. Failure to successfully become locally credentialed will result in demotion to the FS1 rank.

Fire Lieutenant (FS4)

- (a) Successful completion of strategy and tactics, and supervision course from an accredited college, university or state recognized institution.
- (b) Texas Commission on Fire Protection Certification as Fire Instructor I.
- (c) Texas Commission on Fire Protection Certification as Fire Officer I.

Fire Captain (FS5)

- (a) Texas Commission on Fire Protection Certification as Fire Officer I.
- (b) Texas Commission on Fire Protection Certification as Fire Instructor II.
- (c) 2-year degrees (Associates Degrees) or 63 credit hours that are applicable in a singular Bachelors degree program. For those hires after ratification that Associates Degrees and applicable credit hours must be in the designated areas of study.

Fire Battalion Chief (FS6)

- (a) Texas Commission on Fire Protection certification as a Fire Officer II.
- (b) Bachelor's Degree – for those hired after the effective date of this agreement, the degree must be in the designated areas of study.

Fire Deputy Chief (FS8)

- (a) Bachelor's Degree – For those hired after the effective date of this agreement, the degree must be in the designated areas of study. Designated areas of study shall mean: Fire Science, Fire Protection, Public Management, Public Administration, Business Administration, Organizational Leadership, Business Administration, Nursing, or Emergency Medical Services.

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. All Assistant Chiefs will be exempt employees under the FLSA. 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 XXV, Section 20 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. On the day of the written examination, each applicant will be permitted to throw out five (5) questions of their choice. If in the event the applicant does not select a total of five (5) questions to be thrown out, the City shall automatically throw out up to a total of (5) five the last five (5) questions of the examination. The remaining 100 questions will be those graded and scored for the applicant. There will be no challenge to the examination process, even though employees will be allowed to review their own test questions and answers. All written exams shall be 105 questions in length, prior to the five (5) questions being thrown out.

The results of any Assessment Center shall not be subject to grievance 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.

Section 12a. The City will conduct an item analysis of the written examination in those instances where forty (40%) or more of the individuals taking the examination miss a question, said questions will be reviewed to determine that the key was properly scored and the proper stem was selected for that answer. If corrections are appropriate then the stem will be corrected, and the scores will be adjusted accordingly.

Section 13. In order for a Fire Paramedic to be eligible to take a promotional exam for Fire Lieutenant, the employee must serve as a FS2 for two and one-half (2 ½) years prior to taking the promotional exam and meet the following criteria:

- (a) Successful completion of a strategy and tactics, and supervision course from an accredited college, university or state recognized institution.
- (b) Texas Commission on Fire Protection Certification as a Fire Officer I.

In order for a Medical Lieutenant to be eligible to take a promotional exam for Fire Captain, the employee must serve as a FS4 for two and one-half (2 ½) years prior to taking the promotional exam and meet the following criteria:

- (a) Successful completion of a strategy and tactics, and supervision course from an accredited college, university or state recognized institution.
- (b) Texas Commission on Fire Protection Certification as a Fire Officer I.
- (c) Texas Commission on Fire Protection Certification as a Fire Instructor I.
- (d) Texas Commission on Fire Protection Certification as a Fire Instructor II.

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 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 XXIV 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.

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 or his designee shall break the tie.
- 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 XXV 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.

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.

Section 12. All employees must participate in a direct deposit system with banks and credit unions for payroll checks.

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 follows. As a current FST II leaves the position, a Lieutenant will be placed into 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. 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 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 20, 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.

Section 19. The ranks of Fire Medic, Fire Paramedic, Medical Lieutenant, Medical Deputy Chief, Medical Assistant Chief and Fire Marshall shall be eliminated through attrition, as the incumbents leave these ranks. The Chief, at his sole discretion, will assign an employee from the rank of FS8 and above to perform the duties and functions of fire marshal, as may be required by state law or city ordinance.

Section 20. A onetime payment of \$3,600.00 will be made to any employee who, on his own time, initiative and cost, successfully completes an off-duty paramedic course and passes both the national registry paramedic examination and becomes a locally credentialed paramedic.

ARTICLE XXVI 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 XXIII, Sections 15 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 no 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 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 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 XXVII 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 bargaining unit without regard to membership or non-membership in the Association, or activity or lack of activity on its behalf.

ARTICLE XXVIII 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 XXIX
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, 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 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 of the Association, if it is above the grade of FS5 shall not be filled by promotion or assignment during said term based on the needs of the department.

ARTICLE XXX **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 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 XXXI 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 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 XXXII 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 XXXIII 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 December 13, 2011 through August 31, 2014, 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 operating budget. The fiscal operating budget concludes on August 31 of each year.

DATED this 13th day of December, 2011.

THE CITY OF EL PASO, TEXAS

LOCAL 51, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, INC.

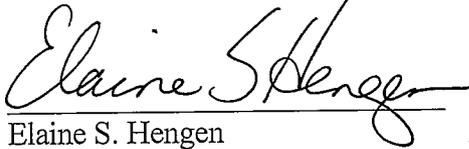
By: _____
Joyce Wilson,
City Manager

By: _____
Joe Tellez,
President

ATTEST:

Emeral Hayden,
Secretary

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

**APPENDIX A
WAGE SCALES**

City Of El Paso
Fire Pay Schedule
Effective Date of Agreement

		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 Fire 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	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	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	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
C-1 ARFF Technician I	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	
	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	

City Of El Paso
Fire Pay Schedule
March 2013

		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	36,486.85	38,314.30	40,227.24	42,244.11	44,352.67	46,571.21	48,899.73	51,344.72	53,911.34	56,606.91
	Monthly	3,040.57	3,192.85	3,352.27	3,520.34	3,696.06	3,880.94	4,074.97	4,278.73	4,492.61	4,717.24
	4-Weeks	2,806.68	2,947.26	3,094.40	3,249.55	3,411.75	3,582.40	3,761.51	3,949.59	4,147.03	4,354.38
	Biweekly	1,403.34	1,473.63	1,547.20	1,624.77	1,705.88	1,791.20	1,880.76	1,974.79	2,073.52	2,177.19
	Hour-8	17.541753	18.420335	19.340017	20.309668	21.323400	22.390004	23.509487	24.684960	25.918912	27.214859
	Hour-12	12.529823	13.157383	13.814298	14.506906	15.230999	15.992859	16.792491	17.632114	18.513508	19.439185
FS2 Fire Suppression Technician Fire Paramedic	Annual		42,244.11	44,352.67	46,571.21	48,899.73	51,344.72	53,911.34	56,606.91	59,437.26	62,409.17
	Monthly		3,520.34	3,696.06	3,880.94	4,074.97	4,278.73	4,492.61	4,717.24	4,953.10	5,200.76
	4-Weeks		3,249.55	3,411.75	3,582.40	3,761.51	3,949.59	4,147.03	4,354.38	4,572.11	4,800.70
	Biweekly		1,624.77	1,705.88	1,791.20	1,880.76	1,974.79	2,073.52	2,177.19	2,286.05	2,400.35
	Hour-8		20.309668	21.323400	22.390004	23.509487	24.684960	25.918912	27.214859	28.575605	30.004411
	Hour-12		14.506906	15.230999	15.992859	16.792491	17.632114	18.513508	19.439185	20.411146	21.431721
FS3 Fire Suppression Technician II	Annual		44,352.67	46,571.21	48,899.73	51,344.72	53,911.34	56,606.91	59,437.26	62,409.17	65,529.72
	Monthly		3,696.06	3,880.94	4,074.97	4,278.73	4,492.61	4,717.24	4,953.10	5,200.76	5,460.81
	4-Weeks		3,411.75	3,582.40	3,761.51	3,949.59	4,147.03	4,354.38	4,572.11	4,800.70	5,040.74
	Biweekly		1,705.88	1,791.20	1,880.76	1,974.79	2,073.52	2,177.19	2,286.05	2,400.35	2,520.37
	Hour-8		21.323400	22.390004	23.509487	24.684960	25.918912	27.214859	28.575605	30.004411	31.504673
	Hour-12		15.230999	15.992859	16.792491	17.632114	18.513508	19.439185	20.411146	21.431721	22.503337
FS4 Fire Lieutenant Fire Medical Lieutenant	Annual						56,606.91	59,437.26	62,409.17	65,529.72	68,806.18
	Monthly						4,717.24	4,953.10	5,200.76	5,460.81	5,733.85
	4-Weeks						4,354.38	4,572.11	4,800.70	5,040.74	5,292.79
	Biweekly						2,177.19	2,286.05	2,400.35	2,520.37	2,646.40
	Hour-8						27.214859	28.575605	30.004411	31.504673	33.079894
	Hour-12						19.439185	20.411146	21.431721	22.503337	23.628496
FS5 Fire Captain	Annual						62,409.17	65,529.72	68,806.18	72,246.45	75,858.49
	Monthly						5,200.76	5,460.81	5,733.85	6,020.53	6,321.54
	4-Weeks						4,800.70	5,040.74	5,292.79	5,557.43	5,835.27
	Biweekly						2,400.35	2,520.37	2,646.40	2,778.71	2,917.64
	Hour-8						30.004411	31.504673	33.079894	34.733868	36.470426
	Hour-12						21.431721	22.503337	23.628496	24.809905	26.050305
FS6 Division Chief Asst Fire Marshal Battalion Chief Staff BN Chief	Annual					68,806.18	72,246.45	75,858.49	79,651.41	83,637.29	87,819.13
	Monthly					5,733.85	6,020.53	6,321.54	6,637.61	6,969.78	7,318.26
	4-Weeks					5,292.79	5,557.43	5,835.27	6,127.02	6,433.63	6,755.31
	Biweekly					2,646.40	2,778.71	2,917.64	3,063.51	3,216.81	3,377.65
	Hour-8					33.079894	34.733868	36.470426	38.293945	40.210234	42.220736
	Hour-12					23.628496	24.809905	26.050305	27.352818	28.721596	30.157668
FS7 Maint. Chief	Annual						75,858.49	79,651.41	83,637.29	87,819.13	92,203.62
	Monthly						6,321.54	6,637.61	6,969.78	7,318.26	7,683.64
	4-Weeks						5,835.27	6,127.02	6,433.63	6,755.31	7,092.59
	Biweekly						2,917.64	3,063.51	3,216.81	3,377.65	3,546.29
	Hour-8						36.470426	38.293945	40.210234	42.220736	44.328666
	Hour-12						26.050305	27.352818	28.721596	30.157668	31.663333
FS8 Deputy Chief Fire Marshal	Annual						79,651.41	83,637.29	87,819.13	92,203.62	96,813.78
	Monthly						6,637.61	6,969.78	7,318.26	7,683.64	8,067.82
	4-Weeks						6,127.02	6,433.63	6,755.31	7,092.59	7,447.21
	Biweekly						3,063.51	3,216.81	3,377.65	3,546.29	3,723.61
	Hour-8						38.293945	40.210234	42.220736	44.328666	46.545087
	Hour-12						27.352818	28.721596	30.157668	31.663333	33.246490
FS9 Assistant Chief	Annual						87,819.13	92,203.62	96,813.78	101,654.49	106,737.20
	Monthly						7,318.26	7,683.64	8,067.82	8,471.21	8,894.76
	4-Weeks						6,755.31	7,092.59	7,447.21	7,819.58	8,210.55
	Biweekly						3,377.65	3,546.29	3,723.61	3,909.79	4,105.27
	Hour-8						42.220736	44.328666	46.545087	48.872353	51.315962
	Hour-12						30.157668	31.663333	33.246490	34.908824	36.654258
C - 1 ARFF Technician I	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	
	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	

City Of El Paso
Fire Pay Schedule
March 2014

		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	36,851.72	38,697.44	40,629.51	42,666.55	44,796.20	47,036.92	49,388.73	51,858.16	54,450.45	57,172.98
	Monthly	3,070.97	3,224.78	3,385.79	3,555.55	3,733.02	3,919.75	4,115.72	4,321.51	4,537.54	4,764.41
	4-Weeks	2,834.75	2,976.74	3,125.34	3,282.04	3,445.87	3,618.23	3,799.13	3,989.09	4,188.50	4,397.93
	Biweekly	1,417.38	1,488.37	1,562.67	1,641.02	1,722.94	1,809.11	1,899.56	1,994.54	2,094.25	2,198.96
	Hour-8	17.717171	18.604539	19.533417	20.512765	21.536634	22.613904	23.744581	24.931809	26.178101	27.487008
	Hour-12	12.655122	13.288956	13.952441	14.651975	15.383309	16.152788	16.960416	17.808435	18.698643	19.633577
FS2 Fire Suppression Technician Fire Paramedic	Annual		42,666.55	44,796.20	47,036.92	49,388.73	51,858.16	54,450.45	57,172.98	60,031.63	63,033.27
	Monthly		3,555.55	3,733.02	3,919.75	4,115.72	4,321.51	4,537.54	4,764.41	5,002.63	5,252.77
	4-Weeks		3,282.04	3,445.87	3,618.23	3,799.13	3,989.09	4,188.50	4,397.93	4,617.83	4,848.71
	Biweekly		1,641.02	1,722.94	1,809.11	1,899.56	1,994.54	2,094.25	2,198.96	2,308.91	2,424.36
	Hour-8		20.512765	21.536634	22.613904	23.744581	24.931809	26.178101	27.487008	28.861361	30.304455
	Hour-12		14.651975	15.383309	16.152788	16.960416	17.808435	18.698643	19.633577	20.615257	21.646039
FS3 Fire Suppression Technician II	Annual		44,796.20	47,036.92	49,388.73	51,858.16	54,450.45	57,172.98	60,031.63	63,033.27	66,185.02
	Monthly		3,733.02	3,919.75	4,115.72	4,321.51	4,537.54	4,764.41	5,002.63	5,252.77	5,515.42
	4-Weeks		3,445.87	3,618.23	3,799.13	3,989.09	4,188.50	4,397.93	4,617.83	4,848.71	5,091.15
	Biweekly		1,722.94	1,809.11	1,899.56	1,994.54	2,094.25	2,198.96	2,308.91	2,424.36	2,545.57
	Hour-8		21.536634	22.613904	23.744581	24.931809	26.178101	27.487008	28.861361	30.304455	31.819719
	Hour-12		15.383309	16.152788	16.960416	17.808435	18.698643	19.633577	20.615257	21.646039	22.728370
FS4 Fire Lieutenant Fire Medical Lieutenant	Annual						57,172.98	60,031.63	63,033.27	66,185.02	69,494.24
	Monthly						4,764.41	5,002.63	5,252.77	5,515.42	5,791.19
	4-Weeks						4,397.93	4,617.83	4,848.71	5,091.15	5,345.72
	Biweekly						2,198.96	2,308.91	2,424.36	2,545.57	2,672.86
	Hour-8						27.487008	28.861361	30.304455	31.819719	33.410693
	Hour-12						19.633577	20.615257	21.646039	22.728370	23.864781
FS5 Fire Captain	Annual						63,033.27	66,185.02	69,494.24	72,968.91	76,617.07
	Monthly						5,252.77	5,515.42	5,791.19	6,080.74	6,384.76
	4-Weeks						4,848.71	5,091.15	5,345.72	5,613.00	5,893.62
	Biweekly						2,424.36	2,545.57	2,672.86	2,806.50	2,946.81
	Hour-8						30.304455	31.819719	33.410693	35.081207	36.835130
	Hour-12						21.646039	22.728370	23.864781	25.058004	26.310808
FS6 Division Chief Asst Fire Marshal Battalion Chief Staff BN Chief	Annual					69,494.24	72,968.91	76,617.07	80,447.92	84,473.66	88,697.32
	Monthly					5,791.19	6,080.74	6,384.76	6,703.99	7,039.47	7,391.44
	4-Weeks					5,345.72	5,613.00	5,893.62	6,188.29	6,497.96	6,822.86
	Biweekly					2,672.86	2,806.50	2,946.81	3,094.15	3,248.98	3,411.43
	Hour-8					33.410693	35.081207	36.835130	38.676885	40.612336	42.642944
	Hour-12					23.864781	25.058004	26.310808	27.626346	29.008811	30.459245
FS7 Maint. Chief	Annual						76,617.07	80,447.92	84,473.66	88,697.32	93,125.66
	Monthly						6,384.76	6,703.99	7,039.47	7,391.44	7,760.47
	4-Weeks						5,893.62	6,188.29	6,497.96	6,822.86	7,163.51
	Biweekly						2,946.81	3,094.15	3,248.98	3,411.43	3,581.76
	Hour-8						36.835130	38.676885	40.612336	42.642944	44.771952
	Hour-12						26.310808	27.626346	29.008811	30.459245	31.979966
FS8 Deputy Chief Fire Marshal	Annual						80,447.92	84,473.66	88,697.32	93,125.66	97,781.92
	Monthly						6,703.99	7,039.47	7,391.44	7,760.47	8,148.50
	4-Weeks						6,188.29	6,497.96	6,822.86	7,163.51	7,521.68
	Biweekly						3,094.15	3,248.98	3,411.43	3,581.76	3,760.84
	Hour-8						38.676885	40.612336	42.642944	44.771952	47.010537
	Hour-12						27.626346	29.008811	30.459245	31.979966	33.578955
FS9 Assistant Chief	Annual						88,697.32	93,125.66	97,781.92	102,671.04	107,804.57
	Monthly						7,391.44	7,760.47	8,148.50	8,555.92	8,983.71
	4-Weeks						6,822.86	7,163.51	7,521.68	7,897.78	8,292.65
	Biweekly						3,411.43	3,581.76	3,760.84	3,948.89	4,146.33
	Hour-8						42.642944	44.771952	47.010537	49.361077	51.829122
	Hour-12						30.459245	31.979966	33.578955	35.257912	37.020801
C-1 ARFF Technician I	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	
	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	

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

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 Deputy Chief	FS 8
Fire Marshal	FS 8
Fire Assistant Chief	FS 9
ARFF Technician I	C-1

**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

APPENDIX E

Anniversary Dates
for
ARFF Employees

Title	Name	Anniversary Date
ARFF TECHNICIAN I	L. Gomez	11/30

**APPENDIX F
HEALTH BENEFIT PLAN**

FIRE - BENEFIT SUMMARY ILLUSTRATING CURRENT AND PROPOSED PLANS

FEATURES	Buy Up Plan		Basic Plan		PROPOSED CDHP PLAN	
	PPO	Out-of-Network	PPO	Out-of-Network	PPO	Out-of-Network
Individual annual deductible	\$300	\$1,000	\$1,000	\$3,000	\$5,000	\$8,000
Family annual deductible	\$750	\$2,500	\$2,500	\$7,500	\$10,000	\$16,000
Coinsurance paid by patient	10%	50%	20%	50%	100%	50%
Combined Ind out-of-pocket	\$1,800	\$5,500	\$3,000	\$9,000	\$5,000	\$16,000
Maximum lifetime benefit	Unlimited		Unlimited		Unlimited	
Hospital Services	Open Access PPO	Out of Network	Open Access PPO	Out of Network	Open Access PPO	Out of Network
Per admission Copayment	\$100	\$500	\$3,000	\$500	Ded then 100%	Ded then 50%
Overall hospital charges	90%	50%	\$7,500	50%	Ded then 100%	Ded then 50%
Emergency room (ER) Copayment	\$75	\$250	50%	\$250	Ded then 100%	Ded then 50%
Professional Services						
Office Visits (one per year)						
PCP	\$20 Copayment	50%	\$20 Copayment	50%	Ded then 100%	Ded then 50%
Specialist	\$30 Copayment	50%	\$30 Copayment	50%	Ded then 100%	Ded then 50%
Preventive Care	100%	50%	100%	50%	100%	Ded then 50%
Other Physician services (lab, X-ray, etc.)	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Chiropractic						
Office visit	\$30 Copayment	50%	\$30 Copayment	50%	Ded then 100%	Ded then 50%
Other services	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Mental Health (except Serious Mental Illness)						
Inpatient facility	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Physician for Inpatient Services	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Outpatient Physician	\$30 Copayment	50%	\$30 Copayment	50%	Ded then 100%	Ded then 50%
Other Medical Expenses and Features						
Ambulance	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Preferred Labs (in conjunction with office visit)	100%	N/A	100%	N/A	Ded then 100%	N/A
X-ray & Lab	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Chemo/radiation therapy	100%	50%	100%	50%	Ded then 100%	Ded then 50%
Home health care	90%	50%	80%	50%	Ded then 100%	Ded then 50%
Hospice care	90%	50%	80%	50%	Ded then 100%	50%
Physical & speech therapy	90%	50%	80%	50%	Ded then 100%	50%
(speech therapy under limited conditions)						
Durable medical equipment	90%	50%	80%	50%	Ded then 100%	50%
Pre-authorization and Continued Care Review	Required.	Required.	Required.	Required.	Required.	Required.
Requirements and Penalties	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	Ded then 100%	\$300 penalty
Prescription Drug	Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply	
Retail (30-day supply - participating pharmacies)					Copays for Preventive Drugs only, otherwise Ded then 100%	
Generic	\$15 Copayment		\$15 Copayment		\$15 Copayment	
Preferred Brand	\$30 Copayment		\$30 Copayment		\$30 Copayment	
Non-Preferred Brand	\$45 Copayment		\$45 Copayment		\$45 Copayment	
Mail Order (90 day supply)						
Generic	\$30 Copayment		\$30 Copayment		\$30 Copayment	
Preferred Brand	\$60 Copayment		\$60 Copayment		\$60 Copayment	
Non-Preferred Brand	\$90 Copayment		\$90 Copayment		\$90 Copayment	

Fire Fighters Local 51					
Current and Proposed Dental Plan Options					
		Current	Proposed		
			2012	2013	2014
Individual Deductible		\$25	\$25	\$25	\$25
Family Deductible		\$75	\$75	\$75	\$75
Type A Expenses - Diagnostic and Preventitive		80%	80%	80%	80%
Type B Expenses - Basic and Restorative		80%	80%	80%	80%
Type C Expenses -Major Restorative		80%	80%	80%	80%
Calendar Year Maximum Benefit per person		\$750	\$1,000	\$1,000	\$1,000
Bi Weekly Deduction-Employee Rates					
Employee Only		\$0	\$ 1.00	\$1.05	\$ 1.10
Employee and Dependents		\$0	\$ 3.00	\$ 3.15	\$ 3.31



Collective Bargaining Agreement with Local 51 International Association of Firefighters



Wage Adjustments

- 0% Effective from the signing of the agreement
- 0.5% Effective the first pay period following March 1, 2013
- 1% Effective the first pay period following March 1, 2014



New incentive pays of \$50/Month

- Hazardous Materials - 36 employees maximum
- Special Rescue - 18 employees maximum
- COMSAR - 30 employees maximum
- Water Rescue - 18 employees maximum
- ARFF - 30 employees maximum



Paramedic Incentive

- Complete off-duty paramedic course
- Become locally credentialed paramedic
- One-time payment of \$3600



New Sick Leave Policy

- Each an employee will be allotted 180 hours of sick leave annually.
- Throughout the year any usage of sick leave will be deducted from the annual allotment.
- Each employee would be required to have one year of saved sick leave (180 hours) prior to being eligible for a payout.
- Only the remaining balance of the yearly allotment would be eligible for a payout.



New Sick Leave Policy

- Each use of 12 hours or more of sick leave would count as an occurrence
- Upon the accumulation of 5 occurrences the disincentive portion of the leave policy would be applied.
- The disincentives would be progressive in nature beginning with a written warning and progressing through the 12th occurrence which would result in termination.



Health Insurance Premiums

- January 1, 2012, no increase
- January 1, 2013, 5% increase
- January 1, 2014, 10% increase



Hours of Work

- Deputy Chiefs and Battalion Chiefs start work at 10:00 A.M.
- Agree to study most efficient manner and times of changing shifts
- Assistant Chiefs now exempt employees



Other Contractual Items

- By 2015 All ranks will need to achieve minimum qualifications to be eligible for promotion
- By 2015 promotional opportunity to Chief Fire Officer will require a Bachelor Degree
- By 2017 promotion to FST will require individuals to become Paramedics
- Through attrition, the ranks of Fire Medic, Paramedic, Medical Lt., Asst. Fire Marshall and Fire Marshall will be eliminated and replaced w/existing classifications
- Transitional pathway for promotion to Lieutenant and Captain for current ranks of Paramedic & Medical Lt.