

AGREEMENT
BETWEEN
THE CITY OF AUSTIN
AND
THE AUSTIN-TRAVIS COUNTY
EMS EMPLOYEES ASSOCIATION

EFFECTIVE October 1, 2013

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1 **ARTICLE 1**
2 **PREAMBLE**

3
4 **Section 1. Date of Agreement**
5

6 This Agreement made, entered into, and first effective this 1st day of October 2013 (unless
7 specific provisions or Exhibit terms set forth a later effective date) by and between the City of
8 Austin, Texas, hereinafter referred to as the “CITY,” and the Austin-Travis County EMS
9 Employees’ Association, hereinafter referred to as the “ASSOCIATION,” and its terms shall be
10 effective only until the expiration date of the Agreement, or as stipulated in this Agreement.
11

12 **Section 2. Purpose of Agreement**
13

14 WHEREAS, the CITY has voluntarily endorsed the practices and procedures of the statutory
15 meet and confer process as an orderly way of conducting its relations with its EMS Medics,
16 insofar as such practices and procedures are appropriate to the functions and obligations of the
17 CITY to retain the rights to operate the CITY government effectively in a responsible and
18 efficient manner; and
19

20 WHEREAS, the ASSOCIATION has pledged to support the service and mission of the
21 Austin-Travis County EMS Department and to abide by the statutorily imposed no strike or work
22 slowdown obligations placed upon it; and
23

24 WHEREAS, it is the intent and purpose of the parties to set forth herein their entire
25 Agreement;
26

27 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements
28 herein contained, the parties mutually agree as follows:
29
30

31 **ARTICLE 2**
32 **DEFINITIONS**
33

34 The following definitions apply to terms used in this Agreement, unless a different definition
35 is required by the context in which the term is used.
36

- 37 1. “Agreement” means this Meet and Confer Agreement between the City of Austin and the
38 Austin-Travis County EMS Employees Association.
39
- 40 2. “ASSOCIATION” means the Austin-Travis County EMS Employees Association, and its
41 medics and agents authorized to act on its behalf.
42
- 43 3. “Chapter 142” means Chapter 142 of the Texas Local Government Code.
44

1 4. "Chief" means the Director of Austin-Travis County Emergency Medical Services
2 Department, any Acting Director of the Department and any designee of the Director or
3 Acting Director.

4
5 5. "Days" means calendar days unless a provision specifies otherwise.
6

7 6. "Medic" means an employee of the Department who was appointed in substantial
8 compliance with Chapter 143 or who is entitled to civil service status under Chapter
9 143.005, excluding the Head of the Department and persons appointed to the position in
10 the classification immediately below that of the Head of the Department. The term also
11 excludes civilian employees, retirees, and any other employees specifically exempted by
12 the terms of this Agreement. Probationary employees are excluded from the coverage of
13 Article 16 and cannot file grievances pursuant to Article 19 regarding disciplinary
14 actions.
15

16 The term applies only to employees:
17

18 a) Employed in the Department as "Emergency Medical Services Personnel" as
19 defined by Texas Health and Safety Code, Chapter 773; and
20

21 b) Whose position requires substantial knowledge of "Emergency Prehospital
22 Care" as defined by Texas Health and Safety Code, Chapter 773.
23

24 7. "Department" means the Austin-Travis County EMS Department and its medics, agents,
25 managers, and others authorized to act on the CITY'S behalf. Nothing in this Agreement
26 shall preclude the City from changing the name of the Department during the life of this
27 Agreement. Such name change will not change the terms of this Agreement.
28

29 8. "CITY" means the City of Austin, Texas and its agents, managers, and others authorized
30 to act on the CITY'S behalf.
31

32 9. "HRD" means the City of Austin's Human Resources Department.
33

34 10. "Meet and Confer Statute" means Subchapter D of Chapter 142 of the Texas Local
35 Government Code, Sections 142.151-142.163.
36

37 11. "Chapter 143" means Chapter 143 of the Texas Local Government Code.
38

39 12. "Authorized ASSOCIATION Representative" means a representative of the ASSOCIA-
40 TION authorized by the ASSOCIATION's executive board to conduct business on behalf
41 of the ASSOCIATION.
42

43 13. "Civil Service Commission" means the three (3) member Civil Service Commission
44 appointed by the City Manager, pursuant to Section 143.006 of the Texas Local
45 Government Code.
46

1 14. "Business day" means a day on which the CITY conducts normal business. In addition,
2 the day of the act, event or default after which a period of time begins to run is not
3 included. The last day of the period is included unless it is a weekend or City observed
4 holiday.
5

6
7 **ARTICLE 3**
8 **RECOGNITION**
9

10 The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all
11 covered Medics, excluding the Head of the Department and Assistant Department Heads in the
12 rank or classification immediately below that of the Department Head in accordance with
13 Chapter 143.304 and 143.311, and all civilian employees in the Department.
14

15
16 **ARTICLE 4**
17 **NON-DISCRIMINATION**
18

19 **Section 1. Discrimination Prohibited**
20

21 Neither the CITY nor the ASSOCIATION shall discriminate with regard to the
22 implementation of any term or condition of this Agreement, against any Medic covered by this
23 Agreement in a manner that would violate any applicable federal or state law or any CITY
24 ordinances prohibiting discrimination on the basis of race, creed, color, national origin, religion,
25 age, sex, sexual orientation, or disability.
26

27 **Section 2. Association Membership or Activity**
28

29 a) Neither the CITY nor the ASSOCIATION shall interfere with the right of Medics
30 covered by this Agreement to become or not become members of the ASSOCIATION, and there
31 shall be no discrimination or retaliation against such Medics because of lawful ASSOCIATION
32 membership or non-membership activity or status.
33

34 b) The CITY will not retaliate against Medics for seeking ASSOCIATION assistance with
35 regard to employment matters, nor will it take actions to discourage them from doing so. The
36 parties agree that this subsection does not provide the basis for a dispute, claim or complaint
37 under Article 19 of this Agreement unless there is a pattern of retaliation that has not been
38 appropriately addressed by management.
39

40 **Section 3. Association Fair Representation**
41

42 The ASSOCIATION recognizes its responsibility as the exclusive representative under the
43 meet and confer statute and agrees to fairly represent all Medics in the Department covered by
44 this Agreement.
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ARTICLE 5
UNION DUES CHECK OFF

Section 1. Payroll Deductions and Union Dues

Upon receipt of a signed authorization from a Medic on a form supplied by the CITY, the City will deduct the dues and assessments that existed on the date of this Agreement, including but not necessarily limited to: ATCEMSEA dues, ATCEMSEA PAC, Austin Paramedics Relief and Community Outreach Fund, Combined Law Enforcement Associations of Texas dues, and at the request of the ASSOCIATION, two (2) additional payroll slots so long as such slots do not conflict with a CITY program or objective as determined by the CITY (e.g. health or disability insurance). Medics who are already having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form. The dues deductions shall be remitted promptly to the treasurer of the ASSOCIATION. The ASSOCIATION agrees to defray the actual cost of making such deductions not to exceed the per deduction amount paid by other employee associations. The CITY agrees to provide a list of those members for whom deductions are made each month. The ASSOCIATION may change the amount of the deduction for those employees who have authorized payroll deductions by providing the CITY with a letter, at least thirty (30) calendar days in advance of the change, from the ASSOCIATION President advising the CITY that the amount has changed pursuant to the requirements of the ASSOCIATION's Constitution and Bylaws. The ASSOCIATION will promptly refund to the CITY any amount paid to the ASSOCIATION in error on account of this dues deduction provision. Additional assessments may be deducted by mutual agreement of the parties.

Section 2. Other Payroll Deductions

The CITY agrees that it will not authorize payroll deduction of dues or fees for any organization that purports to represent Austin Medics in employment matters, legal matters, or political matters that is not currently authorized to have payroll deduction of dues. This requirement shall not apply to organizations specifically listed in this Article or organizations that enjoyed dues check off as of the date the Austin City Council recognized the ATCEMSEA as the sole and exclusive bargaining representative of Medics in the Department, including the Austin-Travis County EMS Employee Association and the Combined Law Enforcement Associations of Texas.

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ARTICLE 6
WAGES AND BENEFITS

Section 1. Base Wages

a) For Fiscal Year 2013-2014

Effective October 1, 2013, the pay scale attached as Appendix A-1, and all other fiscal benefits, shall apply to all Medics covered by this Agreement. Due to the changes to pay and benefits implemented by this Agreement, the first pay period after the effective date of this Agreement shall reflect pre Agreement pay and benefit amounts. The second pay period after the

1 effective date of this Agreement shall reflect the amounts in this Agreement for that pay period
2 plus the amounts accrued during the first pay period. Thereafter, each pay period shall reflect the
3 proper pay and benefit amounts.
4

5 **b) For Fiscal Year 2014-2015**
6

7 Effective with the first pay period of Fiscal Year 2014-2015, the pay scale attached hereto
8 as Appendix A-2 shall apply to all Medics covered by this Agreement. The pay scale reflects a
9 1.0% increase to base wages.
10

11 **c) For Fiscal Year 2015-2016**
12

13 Effective with the first pay period of Fiscal Year 2015-2016, the pay scale attached hereto
14 as Appendix A-3 shall apply to all Medics covered by this Agreement. The pay scale reflects a
15 1.0% increase to base wages.
16

17 **d) For Fiscal Year 2016-2017**
18

19 Effective with the first pay period of Fiscal Year 2016-2017, the pay scale attached hereto
20 as Appendix A-4 shall apply to all Medics covered by this Agreement. The pay scale reflects a
21 2.0% increase to base wages.
22

23 **e) Step Placement**
24

25 Medics shall be placed in the step plan based on the most recent date of hire with the
26 Department subject to any subsequent break in service.
27

28 For Medics who left the Department to work with the STARFlight program in Travis
29 County and subsequently returned to work for the Department as of August 30, 2013, the
30 following shall apply:
31

- 32 (1) Beginning with the effective date of this Agreement, their tenure for purposes of
33 step placement and longevity will be their most recent hire date with the
34 Department.
35
- 36 (2) Beginning Fiscal Year 2016-2017, their tenure for purposes of step placement and
37 longevity will be their initial hire date with the Department.
38

39 **f) When Base Wages Exceed Step Placement**
40

41 It is understood that during each fiscal year, the base wages for some Medics will be in
42 excess of the step in which they are placed and they will not receive an increase under the step
43 plan. Medics whose base wages are in excess of their step at the beginning of each fiscal year
44 will not receive a step increase, but will receive the base wage increases outlined below:
45

- 46 (1) Fiscal Year 2013-2014, a 1.5% increase to base wages;
47

- 1 (2) Fiscal year 2014-2015, a 1% increase to base wages;
- 2
- 3 (3) Fiscal Year 2015-2016, a 1% increase to base wages; and
- 4
- 5 (4) Fiscal Year 2016-2017, a 2% increase to base wages.
- 6

7 If a Medic, whose base wages are in excess of the step in which they are placed and does
8 not receive an increase under the step plan, is selected for promotion, the Medic will move to the
9 appropriate step for the promoted rank. If the base wages for that step is below the Medic's
10 current base wage at the time of the promotion, the Medic shall be entitled to a 5% increase, after
11 which the base wages shall not increase until the Medic's base wages no longer exceed the step
12 in which the Medic is placed upon promotion.

13
14 **g) Step Placement Adjustment**

15
16 If the parties agree that a Medic has been placed into the wrong step, the placement will
17 be adjusted by the CITY. Such adjustment shall not be subject to a grievance, arbitration or
18 district court adjudication.

19
20 **Section 2. Education Incentive Pay:**

- 21
22 a) A medic shall be entitled to Education pay, at only the highest qualifying rate, as follows:

23

| | |
|-----------------------|------------------|
| 24 Bachelor's Degree: | \$ 150 per month |
| 25 Master's Degree: | \$ 200 per month |

26

27 b) Education pay shall only be payable for degrees from a school or institution that is
28 approved by the Texas Education Agency or other nationally recognized board of accreditation.

29
30 **Section 3. Special Operations Qualified Pay**

31
32 A Special Operations Qualified Medic who is assigned to the Special Operations Program,
33 based on criteria established by the Chief, shall be paid at the effective rate of \$175 per month. A
34 Special Operations Qualified Medic may only receive one Special Operations pay.

35
36 **Section 4. Communications ACS Pay**

37
38 An Aeromedical Communications Specialist (ACS) Qualified Medic who is assigned to the
39 ACS Program, based on criteria established by the Chief, shall be paid at the effective rate of
40 \$150 per month.

41
42 **Section 5. Bilingual Pay**

43
44 Bilingual pay will be paid at the rate of one hundred and fifty (\$150) per month for Medics
45 certified under standards established by the Chief.

46
47 **Section 6. Service Incentive Pay**

1 Medics will be entitled to Service Incentive Pay, calculated in the same manner as for all
2 non-public safety employees. Medics shall be entitled to Service Incentive Pay as provided in
3 this Article and as provided for and defined by City of Austin policy as of the effective date of
4 this Agreement.
5

6 **Section 7. Shift Incentive Pay**
7

8 Shift Incentive Pay may be available for Medics covered by this Agreement who qualify for
9 the pay on the same terms and conditions applicable for non-public safety employees of the
10 CITY.
11

12 **Section 8. Field Training Officer Pay**
13

14 Field training officer (FTO) pay shall be paid at the effective rate of one hundred and seventy
15 five (\$175.00) per month to each Medic assigned in the FTO program, based on criteria
16 established by the Chief. This payment shall not be made to Medics assigned to the Training
17 Division, or to the FTO Program Coordinator.
18

19 **Section 9. Monthly Paid Compensation**
20

21 It is expressly understood and agreed that the CITY reserves the right to pro-rate and pay all
22 monthly payments in bi-weekly equivalents.
23

24 **Section 10. Assistant Chiefs**
25

26 The Chief has the right to set wages and benefits for the Assistant Chiefs, subject to the
27 approval of the City Council as a part of the budget. The Chief may designate one Assistant
28 Chief as the Executive Assistant or Chief of Staff, who may receive an additional stipend for
29 Chief of Staff pay. Additional performance pay may be awarded in the Chief's discretion.
30

31 **Section 11. Preemption**
32

33 Pay provisions in this Article shall not be changed during the term of this Agreement, and
34 shall totally supplant any provisions in Chapters 141, 142, and 143 of the Local Government
35 Code.
36

37
38 | **ARTICLE 7**
39 **OVERTIME, ON-CALL, AND CALL BACK**
40

41 **Section 1. Overtime Pay**
42

43 For purposes of computing overtime, all approved paid leave time, other than sick, vacation,
44 and military leave, shall be calculated as hours worked.
45

46 **Section 2. On-Call Pay**
47

1 a) A Medic is considered “on-call” when he or she is required by the Department to be
2 available to work all or part of a shift outside of his or her regular work schedule, regardless of
3 whether the Medic actually reports to duty.

4
5 b) The CITY shall pay \$2.00 per hour for a Medic who is on the “on call” list.
6

7 **Section 3. Call-Back Pay**

8
9 If a Medic is required to report to duty during a regularly scheduled on-call shift the Medic
10 shall receive compensation that is equal to time and one half of the Medic’s regular rate of pay.
11 A Medic shall be paid for a minimum of two (2) hours of call-back pay regardless of actual hours
12 worked.
13

14 15 | **ARTICLE 8** 16 **SPECIAL LEAVE**

17 18 **Section 1. Emergency Leave**

19
20 Each Medic may utilize up to three days of paid emergency leave for a death in the
21 immediate family as defined in the City of Austin Personnel Policies. For purposes of this
22 Article, for a 40 hour a week employee, a day means 8 hours. For employees who work either a
23 42 or 48 work week, a day means 12 hours.
24

25 **Section 2. Sick Leave Donation**

26
27 If an employee is in danger of having used all accrued time (vacation, sick, etc.) due to a
28 serious illness or injury, as defined by the FMLA, other employees may voluntarily donate up to
29 forty eight (48) hours of vacation or sick leave to the ill or injured employee to avoid loss of pay.
30 No Medic shall be permitted to bank more than four hundred and eighty (480) hours of such
31 donated leave within any twelve (12) month period of time. Donated leave may only be used for
32 the Medic to whom the leave was donated. In the event that all of the donated leave time is not
33 used, the CITY shall not be obligated to make any redistribution of banked hours to the donors.
34 The remaining unused donated amount shall not be paid on separation.
35

36 **Section 3. Separation Pay for Sick Leave Hours**

37
38
39 a) Separation pay for accrued sick leave will be paid only to Medics with at least twelve
40 (12) years of actual service who separate in good standing. Subject to Subsections (b) and (c)
41 only hours accrued after October 1, 2013 are eligible for payment on separation.
42

43 b) Sick leave hours accrued prior to October 1, 2013 will also be eligible for payment, as set
44 forth below, to Medics who retire in good standing with the following years of service with the
45 Department as of October 01, 2013:
46

- 1 (1) 17-18 Years of Service – 1/4 of pre October 1, 2013 accrued sick leave hours;
- 2
- 3 (2) 19-20 Years of Service – 1/2 of pre October 1, 2013 accrued sick leave hours; or
- 4
- 5 (3) 21 Years of Service and above – 3/4 of pre October 1, 2013 accrued sick leave
- 6 hours.
- 7

8 c) A Medic hired by the CITY prior to October 1, 1986, and continuously employed since,
9 shall be entitled to the sick leave buy back dictated by the City Personnel Policies. However, the
10 accrued sick leave payable on separation will be a maximum of 90 days regardless of when
11 accrued.

12

13 d) The maximum accrued sick leave payable on separation will be 90 days regardless of any
14 other provision in this Article.

15 e) Employees who utilize sick leave will utilize hours in the following basis:

16

17 (1) Hours earned prior to October 1, 2013 shall be used to account for 3/4 of the hours
18 used and hours accrued after October 1, 2013 shall be used for the remaining 1/4.

19

20 (2) Increments of less than 1 hour shall be taken from the bank comprising of the hours
21 earned prior to October 1, 2013.

22

23 (3) Once all hours accrued prior to October 1, 2013 are utilized then hours accrued after
24 October 1, 2013 will be utilized.

25

26

27

28 **ARTICLE 9**

29 **HOLIDAYS, VACATION AND SICK LEAVE**

30

31 **Section 1. Holiday Pay**

32

33 All Medics shall receive exception vacation time and December 25 Holiday pay as provided
34 by CITY policy on the effective date of this Agreement.

35

36 **Section 2. Vacation Accrual Rate**

37

38 All Medics shall accrue regular vacation leave at the following rates per each of the twenty-
39 four (24) annual pay periods:

- 40
- 41 a) 48 and 42 hour Medics: 7.50 hours
 - 42 b) 40 hour Medics: 5.00 hours
- 43

44 **Section 3. Accrual Caps and Separation Pay for Vacation and Exception Vacation**

45

46 a) Vacation Accrual Caps

1
2 (1) All Medics assigned to a forty-eight (48) hour work week may accrue up to five
3 hundred and fifteen (515) hours of vacation.

4
5 (2) All Medics assigned to a forty-two (42) hour work week may accrue up to four
6 hundred and forty-five (445) hours of vacation;

7
8 (3) And all Medics assigned to a forty (40) hour work week may accrue up to four
9 hundred (400) hours of vacation.

10
11 b) Exception Vacation Accrual Caps

12
13 (1) All Medics may accrue up to two hundred and six (206) hours of exception
14 vacation.

15
16 c) Vacation Separation Pay

17
18 (1) The maximum hours of vacation payable upon separation for a 48 hour a week
19 employee shall be three hundred and nine (309) hours of vacation. Beginning the last pay period
20 of fiscal year 2016 – 2017, the maximum hours of vacation payable upon separation shall be two
21 hundred and forty (240).

22
23 (2) The maximum hours of vacation payable upon separation for a 42 hour a week
24 employee shall be two hundred and seventy (270). Beginning the last pay period of fiscal year
25 2016 – 2017, the maximum hours of vacation payable upon separation shall be two hundred and
26 forty (240).

27
28 (3) The maximum hours of vacation payable upon separation for a 40 hour a week
29 employee shall be two hundred and forty (240).

30
31 d) Exception Vacation Separation Pay

32
33 (1) Prior to the last pay period of fiscal year 2016 – 2017, the maximum number of
34 hours of exception vacation payable upon separation shall be equal to the maximum number of
35 hours accruable.

36
37 (2) Beginning the last pay period of fiscal year 2016 – 2017, the maximum payable
38 hours shall be 240 hours for vacation and 160 for exception vacation.

39
40 e) Throughout the life of this Agreement, there shall be no payment of money for any hours
41 of vacation or exception vacation above the cap.

42 |
43 **Section 4. Utilization of Additional Hours of Regular Vacation Benefit Time**

44
45 Medics who take 12 hours or more of regular vacation during any week in which there is
46 built in overtime, may utilize additional hours of regular vacation benefit time, up to 4 hours, to

1 offset loss of premium wages that are part of their normal work week as outlined in Department
2 Policy.

3
4 **Section 5. Sick Leave Accrual Rate**

5
6 a) Medics on either a 42 or a 48 hour work week shall accrue sick leave at the rate of 7.16
7 hours for each pay period in which benefits accrue.

8
9 b) Medics on a 40-hour work week shall accrue sick leave at the rate of 4.66 hours
10 for each pay period in which benefits accrue.

11
12 | **ARTICLE 10**
13 **ASSOCIATION BUSINESS LEAVE**

14
15 **Section 1. Use of Association Business Leave**

16
17 a) The ASSOCIATION President may use up to 2352 hours of Association Business Leave
18 (ABL) per year. The ASSOCIATION President shall complete the field work and continuing
19 education required to maintain an active licensed and credentialed status. The Chief may permit
20 other ASSOCIATION members to use ABL to conduct ASSOCIATION business under the
21 conditions specified in this Article.

22
23 b) The use of ABL is productive time.

24
25 c) The ASSOCIATION President will not be placed on the On Call List or Overtime List,
26 nor be required to work unscheduled overtime, unless there is an emergency as determined by
27 the Chief.

28
29 **Section 2. Requests for Leave**

30
31 Additional requests for ABL must be made in writing by the ASSOCIATION President and
32 submitted to the Chief, or designee, at least fourteen (14) calendar days in advance of the date of
33 the requested leave. Leave shall not be unreasonably withheld. The Chief, or designee, at his
34 discretion, may approve a late request for leave if he determines that circumstances warrant
35 approval. All requests are subject to approval of the Chief, or designee, who will designate the
36 amount of leave granted. To be considered timely, the request must be received in person or by
37 email by noon of the day notice is due.

38
39 **Section 3. Permitted Use of ABL**

40
41 ABL may be used for activities that directly support the mission of the Department or the
42 ASSOCIATION, and do not otherwise violate the specific terms of this Article.
43 ASSOCIATION business is defined as time spent in Meet and Confer negotiations, adjusting
44 grievances or in dispute resolution process, attending the annual CLEAT conference,
45 ASSOCIATION Board meetings, ASSOCIATION business meetings, Austin City Council and
46 Travis County Commissioner's Court meetings, representation of membership during

1 disciplinary interviews, and attending disciplinary proceedings. It is specifically understood and
2 agreed that ABL shall not be utilized for legislative and/or political activities at the State or
3 National level, unless they relate to wages, rates of pay, hours of employment, conditions of
4 work, or safety issues affecting the members of the bargaining unit. At the local level, use of
5 ABL for legislative and/or political activities shall be limited to raising concerns regarding
6 employee safety. ABL shall not be utilized for legislative and/or political activities related to
7 any election of public officials or City Charter amendments. ABL shall not be utilized for
8 legislative and/or political activities that are sponsored or supported by the ASSOCIATION'S
9 Political Action Committee(s). ABL shall not be utilized for legislative and/or political activities
10 at the local, state, or national level that are contrary to the CITY'S adopted legislative program.

11
12 **Section 4. Funding of the Association Business Leave Pool**

13
14 a) Manner of Funding. On or before October 1, 2013, the CITY will contribute 3427 hours
15 to the pool and will contribute the same amount each calendar year during the term of this
16 Agreement. This amount is for the use of the ASSOCIATION President and all ASSOCIATION
17 members. The CITY and the ASSOCIATION will track deductions from the pool as Association
18 Business Leave is granted.

19
20 b) Administration of Pool. Unused hours will remain in the pool. Hours of leave in the
21 pool shall never have any cash or surrender value. All hours in the pool must be used in
22 accordance with this Article. Administrative procedures and details regarding the
23 implementation of this Article shall be specified in Department policy.

24
25
26 **ARTICLE 11**
27 **SHARED COMMUNICATIONS BETWEEN THE CITY & ASSOCIATION**

28
29 **Section 1. Need for Shared Communications**

30
31 The parties have agreed that there may be times when shared communications will be
32 necessary and desirable. When those occasions occur, the parties have agreed to certain
33 principles, as detailed in this Article.

34
35 **Section 2. Principles and Goals of Shared Communications**

36
37 a) Avoidance of Personal Attacks. Whenever Austin-Travis County EMS management or
38 the ASSOCIATION finds it desirable to communicate with members of the Department or the
39 public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

40
41 b) Co-sponsored events. It is a goal of shared communications that Austin-Travis County
42 EMS management and the ASSOCIATION will identify and participate in co-sponsored events.

43
44 **Section 3. Shared Communications Systems**

45
46 a) Association Bulletin Boards. The ASSOCIATION shall be permitted to use Association
47 bulletin boards located at Department work sites, after approval of placement and number by the

1 Chief. The ASSOCIATION's bulletin boards will be monitored by the ASSOCIATION for
2 content. The following Guidelines shall apply to materials posted on the bulletin boards:
3

- 4 (1) There shall be no personal attacks or inflammatory statements;
5
- 6 (2) All materials shall be directed toward dissemination of general ASSOCIATION
7 information and advising members of events, meeting, and functions;
8
- 9 (3) Department property is for public business only, and is not dedicated or made
10 available for expressing or debating views or issues, or for any type of political
11 campaign or election information or endorsements (this limitation does not apply to
12 elections for ASSOCIATION officers, provided that only brief notices naming the
13 individual rank, years of service and ASSOCIATION office sought shall be
14 permitted);
15
- 16 (4) Any concerns about the content of posted material shall be brought to the attention
17 of the ASSOCIATION President or designee for review and adjustment as soon as
18 the concerns are noticed. The objectionable material shall be removed from the
19 bulletin board until final determination. An ASSOCIATION notice may include a
20 simple reference to another source for further information such as "See
21 ATCEMSEA Web Page, etc."; and
22
- 23 (5) The Chief retains the final decision as to whether ASSOCIATION materials may be
24 posted on bulletin boards. At no time shall the bulletin boards contain political
25 endorsement, whether at the local, state or federal level.
26

27 b) Association Use of Department Computers and Printers
28

29 With approval of the Chief, or designee, the ASSOCIATION may be granted approval to
30 use Department computers and email for rapid dissemination of information. Use of the
31 Department's computers to disseminate information without prior approval shall be limited to the
32 President, Vice President and Secretary of the ASSOCIATION, on the following categories:
33

- 34 (1) Items approved by the Executive Board and certified by the Board as in compliance
35 with the provisions of this Article;
36
- 37 (2) Dissemination of ASSOCIATION meeting agendas;
38
- 39 (3) Special notices of ASSOCIATION events, activities, member opportunities, public
40 service announcements or reminders to vote in ASSOCIATION elections;
41
- 42 (4) Notices of committee meetings; and
43
- 44 (5) Notices of family member deaths.
45

46 Materials distributed by use of the Department's email, or computers shall meet the same
47 Guidelines as contained in Section 3(a) above regarding bulletin boards. Other communications

1 between Department Management and ASSOCIATION Representatives may be included with
2 advance approval.

3
4 c) Other ASSOCIATION Distributions. Except for the categories specifically permitted
5 without advance approval, the Chief retains the final decision as to whether ASSOCIATION
6 materials may be distributed on or by using Department property.

7
8 **Section 4. Joint Communications**

9
10 If both parties agree, members of Department management and the ASSOCIATION may
11 make joint appearances at Departmental meetings in order to address critical communications.

12
13 **Section 5. Association Communication with Trainees**

14
15 The CITY shall allow the ASSOCIATION, and its affiliates as determined by the
16 ASSOCIATION Board of Directors, access to meet with newly hired Medics at the ATCEMS
17 training academy during regular academy hours for the duration of at least one (1) hour per
18 academy class. The ASSOCIATION shall be permitted to provide each academy class with
19 lunch at the discretion of the ASSOCIATION.

20
21 **Section 6. Authorized Association Activity**

22
23 The flexibility for ASSOCIATION activity authorized in this Article is dependent upon work
24 downtime when personal activities would otherwise be appropriate and permissible under
25 Department and CITY standards.

26
27 **Section 7. Association Participation in Workforce Collaboration Groups**

28
29 a) Definitions – as used in this Article:

- 30
31 (1) Committee – ASSOCIATION group appointed by the ASSOCIATION President
32 governed by the Association Bylaws
33
34 (2) Workgroup – Departmental group appointed solely by the Chief or his designee
35
36 (3) Taskforce – Joint group consisting of personnel appointed in equal numbers by the
37 Chief and the ASSOCIATION President
38

39 b) Workforce Collaboration Group – The ASSOCIATION recognizes the managerial
40 prerogative to establish groups of employees to develop solutions for various issues unimpeded.
41 The ASSOCIATION and the CITY have a vested interest in collaborating to improve the service
42 delivery to the citizens we serve and to improve the working conditions for employees. Only
43 items that result from the Taskforce collaboration may be reported by the CITY or the
44 ASSOCIATION as having the joint support of both the ASSOCIATION and the Department.

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**ARTICLE 12
PROMOTIONS**

FIELD DIVISION:

Section 1. Medic II - Field

a) Promotional Procedure for Medic II – Field

(1) Positions in the classification of Medic II - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and, at the discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with this Article.

(2) For each promotional cycle for Medic II – Field, the Chief will determine whether the process will include a Technical Skills Evaluation. The notice for the written examination shall indicate whether the process will include a Technical Skills Evaluation.

b) Eligibility

(1) Except as provided by Section 8 of this Article, each promotional examination for the classification of Medic II - Field shall be only open to:

(i) Each Medic I - Field who has continuously held that classification for at least three years immediately before the examination, and

(ii) At the time of the promotional examination has a current Texas Department of State Health Services certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic.

(2) A Medic I is not eligible for out of class assignment into the Medic II rank.

c) Written Examination

The Medic II - Field written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score determined and validated by the third party consultant, before the addition of seniority and/or education points, if any, and shall be determined to have passed the examination, will proceed to the next step of the examination process, which may include an optional Technical Skills Evaluation.

d) Optional Technical Skills Evaluation

(1) If included, the Technical Skills Evaluation will be developed by a third party consultant chosen by the Chief from a list generated by the Director of Civil Service. The Technical Skills Evaluation exercises shall be based on job content and responsibility. The

1 Technical Skills Evaluation may include a scenario based assessment. The Consultant shall
2 make all final decisions concerning the design and implementation of the Technical Skills
3 Evaluation.

4
5 (2) To remain in the process, all candidates must complete the Technical Skills
6 Evaluation, which may be administered on the same day or consecutive days depending on the
7 number of qualified applicants. There is no minimum passing score on the Technical Skills
8 Evaluation.

9
10 (3) Nothing in the Technical Skills Evaluation process may be appealed either to the
11 Civil Service Commission, a Hearing Examiner, or to District Court.

12
13 **e) Seniority**

14
15 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
16 added to the written exam score, equivalent to one (1) point per year of continuous service prior
17 to date of the examination, which shall be prorated for partial years.

18
19 **f) Education**

20
21 (1) The following education points shall be added to each candidates score. These
22 points shall only be added to the Written Examination, and shall only apply to college degrees or
23 college credit from an accredited college or university. An accredited college or university is an
24 institution of higher education that is accredited or authorized by the Southern Association of
25 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
26 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
27 Northwest Association of Schools and Colleges, or the Western Association of Schools and
28 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

- 29
30 (i) Add 0.5 point for 60 college credits
31 (ii) Add 1.0 point for Bachelor Degree
32 (iii) Add 2.0 points for Masters Degree
33

34 (2) It is the responsibility of the candidate seeking education points to ensure that the
35 Human Resource Section of the Department has the necessary supporting documentation for
36 education points. The documentation must be received by the HR Section no later than 5:00
37 p.m. on the seventh (7th) business day before the written examination is administered. No
38 education points will be counted unless proper documentation is timely received.

39
40 **g) Scoring**

41
42 (1) If a Technical Skills Evaluation is included in the promotional process cycle for the
43 rank of Medic II - Field, the eligibility list shall be calculated as follows:

44
45 **Written Examination Points:**

46 (See Section 9)

Technical Skills Evaluation

| | | | |
|--------------------------|-------------|-----------------------|-----|
| Maximum Exam Points | 100 | Maximum Points | 100 |
| Maximum Education Points | 2 | | |
| Maximum Seniority Points | <u>+ 10</u> | | |
| Total Maximum Points: | 112 | Total Maximum Points: | 100 |

**PROMOTION ELIGIBILITY LIST FORMULA
MEDIC II - FIELD**

$$\begin{aligned}
 & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment} \\
 & \qquad \qquad \qquad \text{Factor)} \\
 & \qquad \qquad \qquad + \\
 & \qquad \qquad \qquad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\
 & \qquad \qquad \qquad = \\
 & \qquad \qquad \qquad \text{Total Points for Promotion List**}
 \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

(2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

Written Examination Points:
(See Section 9)

| | |
|--------------------------|-------------|
| Maximum Exam Points | 100 |
| Maximum Education Points | 2 |
| Maximum Seniority Points | <u>+ 10</u> |
| Total Maximum Points: | 112 |

Section 2. Captain - Field

a) Promotional Procedure for Captain - Field

Positions in the classification of Captain - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) Eligibility

Except as provided by Section 8 of this Article, each promotional examination for the classification of Captain - Field shall be only open to each Medic II - Field who has continuously held that classification for at least two years immediately before the examination.

1 **c) Written Examination**

2
3 The Captain - Field written promotional exam will be conducted in accordance with this
4 Article. Candidates who pass the written promotional examination with a minimum score
5 determined and validated by the third party consultant, before the addition seniority points, will
6 proceed to the next step of the examination process, which is an Assessment Center.

7
8 **d) Assessment Center**

9
10 The Captain - Field Assessment Center will be conducted in accordance with this Article.

11
12 **e) Seniority**

13
14 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
15 added to the written exam score, equivalent to one (1) point per year of continuous service prior
16 to date of the examination, which shall be prorated for partial years.

17
18 **f) Education**

19
20 (1) The following education points shall be added to each candidate's score. These
21 points shall only be added to the Assessment Center score, and shall only apply to college
22 degrees or college credit from an accredited college or university. An accredited college or
23 university is an institution of higher education that is accredited or authorized by the Southern
24 Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the
25 New England Association of Schools and Colleges, the North Central Association of Colleges
26 and Schools, the Northwest Association of Schools and Colleges, or the Western Association of
27 Schools and Colleges. No cumulative points shall be allowed for more than one degree or
28 college credits.

- 29
30 (i) Add 0.5 point for 60 college credits
31 (ii) Add 1.0 point for Bachelor Degree
32 (iii) Add 2.0 points for Masters Degree
33

34 (2) It is the responsibility of the candidate seeking education points to ensure that the
35 Human Resource Section of the Department has the necessary supporting documentation for
36 education points. The documentation must be received by the HR Section no later than 5:00
37 p.m. on the seventh (7th) business day before the written examination is administered. No
38 education points will be counted unless proper documentation is timely received.

39
40 **g) Scoring**

41
42 After the Assessment Center scoring has been completed for the rank of Captain - Field the
43 eligibility list shall be calculated as follows:

44
45 **Written Examination Points:**

46 (See Section 9)

Assessment Center:

1 **e) Seniority**

2
3 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
4 added to the written exam score, equivalent to one (1) point per year of continuous service prior
5 to date of the examination, which shall be prorated for partial years.

6
7 **f) Education**

8
9 (1) The following education points shall be added to each candidate's score. These
10 points shall only be added to the Assessment Center score, and shall only apply to college
11 degrees from an accredited college or university. An accredited college or university is an
12 institution of higher education that is accredited or authorized by the Southern Association of
13 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
14 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
15 Northwest Association of Schools and Colleges, or the Western Association of Schools and
16 Colleges. No cumulative points shall be allowed for more than one degree.

- 17 (i) Add 2.0 point for Bachelor Degree
- 18 (ii) Add 4.0 points for Masters Degree
- 19
- 20

21 (2) It is the responsibility of the candidate seeking education points to ensure that the
22 Human Resource Section of the Department has the necessary supporting documentation for
23 education points. The documentation must be received by the HR Section no later than 5:00
24 p.m. on the seventh (7th) business day before the written examination is administered. No
25 education points will be counted unless proper documentation is timely received.

26
27 **g) Scoring**

28
29 After the Assessment Center scoring has been completed for the rank of Commander -
30 Field, the eligibility list shall be calculated as follows:

| | | | | |
|----|---|-----|----------------------------------|-----|
| 31 | <u>Written Examination Points:</u> | | <u>Assessment Center:</u> | |
| 32 | (See Section 9) | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | Maximum Exam Points | 100 | Maximum Points | 100 |
| 36 | Maximum Seniority Points | +10 | Maximum Education Points | +4 |
| 37 | Total Maximum Points: | 110 | Total Maximum Points: | 104 |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |
| 41 | | | | |
| 42 | | | | |

43 **PROMOTION ELIGIBILITY LIST FORMULA**
44 **COMMANDER - FIELD**

45
46
$$\begin{aligned} &(\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .50 (\text{Adjustment Factor}) \\ &+ \\ &(\text{Assessment Center Points} + \text{Education Points}) \div 104 \times 100 \times .50 (\text{Adjustment Factor}) \end{aligned}$$

1 =
2 Total Points for Promotion List**

3
4 **Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service
5 tiebreaking rules will be applied if necessary.
6

7
8
9 **COMMUNICATIONS DIVISION:**

10
11 **Section 4. Medic II - Communications**

12
13 **a) Promotional Procedure for Medic II - Communications**

14
15 Positions in the classification of Medic II – Communications shall be filled from an
16 eligibility list created by a promotional procedure consisting of a written examination and, at the
17 discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with
18 this Article.

19
20 **b) Eligibility**

21
22 Except as provided by Section 8 of this Article, each promotional examination for the
23 classification of Medic II – Communications shall be only open to each Medic I –
24 Communications who has continuously held that classification for at least three years
25 immediately before the examination.

26
27 **c) Written Examination**

28
29 The Medic II - Communications written promotional exam will be conducted in
30 accordance with this Article. Candidates who receive a minimum score determined and
31 validated by the third party consultant, before the addition of seniority and/or education points, if
32 any, shall be determined to have passed the examination, and will proceed to the next step of the
33 examination process, which may include an optional Technical Skills Evaluation.
34

35 **d) Optional Technical Skills Evaluation**

36
37 (1) If included, the Technical Skills Evaluation will be developed by a third party
38 consultant chosen by the Chief from a list generated by the Director of Civil Service. The
39 Technical Skills Evaluation exercises shall be based on job content and responsibility. The
40 Technical Skills Evaluation may include a scenario based assessment. The Consultant shall
41 make all final decisions concerning the design and implementation of the Technical Skills
42 Evaluation.
43

44 (2) To remain in the process, all candidates must complete the Technical Skills
45 Evaluation, which may be administered on the same day or consecutive days depending on the

1 number of qualified applicants. There is no minimum passing score on the Technical Skills
2 Evaluation.

3
4 (3) Nothing in the Technical Skills Evaluation process may be appealed either to the
5 Civil Service Commission, a Hearing Examiner, or to District Court.

6
7 **e) Seniority**

8
9 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
10 added to the written exam score, equivalent to one (1) point per year of continuous service prior
11 to date of the examination, which shall be prorated for partial years.

12
13 **f) Education**

14
15 (1) The following education points shall be added to each candidate's exam score.
16 These points shall only be added to the Written Examination, and shall only apply to college
17 degrees from an accredited college or university. An accredited college or university is an
18 institution of higher education that is accredited or authorized by the Southern Association of
19 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
20 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
21 Northwest Association of Schools and Colleges, or the Western Association of Schools and
22 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

- 23
24 (i) Add 0.5 point for 60 college credits
25 (ii) Add 1.0 point for Bachelor Degree
26 (iii) Add 2.0 points for Masters Degree
27

28 (2) It is the responsibility of the candidate seeking education points to ensure that the
29 Human Resource Section of the Department has the necessary supporting documentation for
30 education points. The documentation must be received by the HR Section no later than 5:00
31 p.m. on the seventh (7th) business day before the written examination is administered. No
32 education points will be counted unless proper documentation is timely received.

33
34 **g) Scoring**

35
36 (1) If a Technical Skills Evaluation is included in the promotional process cycle for the
37 rank of Medic II - Communications, the eligibility list shall be calculated as follows:

38

| <u>Written Examination Points:</u> | | <u>Technical Skills Evaluation</u> | |
|---|-------------|---|-----|
| (See Section 9) | | | |
| Maximum Exam Points | 100 | Maximum Points | 100 |
| Maximum Education Points | 2 | | |
| Maximum Seniority Points | <u>+ 10</u> | | |
| Total Maximum Points: | 112 | Total Maximum Points: | 100 |

46

1
2 **PROMOTION ELIGIBILITY LIST FORMULA**
3 **MEDIC II - COMMUNICATIONS**

4
5 (Written Exam Points + Education Points + Seniority Points) ÷ 112 x 100 x .70 (Adjustment
6 Factor)
7 +
8 (Technical Skills) x .30 (Adjustment Factor)
9
10 =
11 Total Points for Promotion List**

12
13 **Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-
14 breaking rules will be applied if necessary.

15
16 (2) If a Technical Skills Evaluation is not included in the promotional process cycle,
17 the eligibility list shall be calculated as follows:

18
19 **Written Examination Points:**
20 (See Section 9)

21
22

| | |
|--------------------------|-------------|
| Maximum Exam Points | 100 |
| Maximum Education Points | 2 |
| Maximum Seniority Points | <u>+ 10</u> |
| Total Maximum Points: | 112 |

23
24
25
26
27

28 **Section 5. Captain - Communications**

29
30 **a) Promotional Procedure for Captain – Communications**

31
32 Positions in the classification of Captain – Communications shall be filled from an
33 eligibility list created by a promotional procedure consisting of a written examination and an
34 Assessment Center conducted in accordance with this Article.

35
36 **b) Eligibility**

37
38 Except as provided by Section 8 of this Article, each promotional examination for the
39 classification of Captain – Communications shall be only open to each Medic II –
40 Communications who has continuously held that classification for at least two years immediately
41 before the examination.

42
43 **c) Written Examination**

44
45 The Captain - Communications written promotional exam will be conducted in
46 accordance with this Article. Candidates who pass the written promotional examination with a

1 minimum score determined and validated by the third party consultant, before the addition of
2 seniority points, will proceed to the next step of the examination process, which is an
3 Assessment Center.

4
5 **d) Assessment Center**

6
7 The Captain – Communications Assessment Center will be conducted in accordance with
8 this Article.

9
10 **e) Seniority**

11
12 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
13 added to the written exam score, equivalent to one (1) point per year of continuous service prior
14 to the date of the examination, which shall be prorated for partial years.

15
16 **f) Education**

17
18 (1) The following education points shall be added to each candidate’s score. These
19 points shall only be added to the Assessment Center score, and shall only apply to college
20 degrees from an accredited college or university. An accredited college or university is an
21 institution of higher education that is accredited or authorized by the Southern Association of
22 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
23 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
24 Northwest Association of Schools and Colleges, or the Western Association of Schools and
25 Colleges. No cumulative points shall be allowed for more than one degree or ~~Certification~~
26 college credits.

- 27
28 (i) Add 0.5 point for 60 college credits
29 (ii) Add 1.0 point for Bachelor Degree
30 (iii) Add 2.0 points for Masters Degree

31
32 (2) It is the responsibility of the candidate seeking education points to ensure that the
33 Human Resource Section of the Department has the necessary supporting documentation for
34 education points. The documentation must be received by the HR Section no later than 5:00
35 p.m. on the seventh (7th) business day before the written examination is administered. No
36 education points will be counted unless proper documentation is timely received.

37
38 **g) Scoring**

39
40 After the Assessment Center scoring has been completed for the rank of Captain –
41 Communications, the eligibility list shall be calculated as follows:

42
43 **Written Examination Points:**
44 (See Section 9)

45 **Assessment Center:**

46 Maximum Exam Points 100 Maximum Points 100

| | | | | |
|---|--------------------------|----------|--------------------------|---------|
| 1 | Maximum Seniority Points | ± 10 | Maximum Education Points | ± 2 |
| 2 | Total Maximum Points: | 110 | Total Maximum Points | 102 |

3
4
5 **PROMOTION ELIGIBILITY LIST FORMULA**
6 **CAPTAIN - COMMUNICATIONS**

7
8 (Written Exam Points + Seniority Points) ÷ 110 x 100 x .60 (Adjustment Factor)
9 +
10 (Assessment Center Points + Education Points) ÷ 102 x 100 x .40 (Adjustment Factor)
11
12 =
13 Total Points for Promotion List**

14
15 **Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service
16 tiebreaking rules will be applied if necessary.

17
18
19 **Section 6. Commander - Communications**

20
21 **a) Promotional Procedure for Commander – Communications**

22
23 Positions in the classification of Commander – Communications shall be filled from an
24 eligibility list created by a promotional procedure consisting of a written examination and an
25 Assessment Center conducted in accordance with this Article.

26
27 **b) Eligibility**

28
29 Except as provided by Section 8 of this Article, each promotional examination for the
30 classification of Commander – Communications shall be only open to each Captain –
31 Communications who has continuously held that classification for at least two years immediately
32 before the examination.

33
34 **c) Written Examination**

35
36 The Commander - Communications written promotional exam will be conducted in
37 accordance with this Article. Candidates who pass the written promotional examination with a
38 minimum score determined and validated by the third party consultant, before the addition of
39 seniority points, will proceed to the next step of the examination process, which is an
40 Assessment Center.

41
42 **d) Assessment Center**

43
44 The Commander – Communications Assessment Center will be conducted in accordance
45 with this Article.

1 **e) Seniority**

2
3 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
4 added to the written exam score, equivalent to one (1) point per year of continuous service prior
5 to date of the examination, which shall be prorated for partial years.

6
7 **f) Education**

8
9 (1) The following education points shall be added to each candidate’s written exam
10 score. These points shall only be added to the Assessment Center score, and only apply to
11 college degrees from an accredited college or university. An accredited college or university is
12 an institution of higher education that is accredited or authorized by the Southern Association of
13 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
14 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
15 Northwest Association of Schools and Colleges, or the Western Association of Schools and
16 Colleges. No cumulative points shall be allowed for more than one degree.

- 17
18 (i) Add 2.0 point for Bachelor Degree
19 (ii) Add 4.0 points for Masters Degree
20

21 (2) It is the responsibility of the candidate seeking education points to ensure that the
22 Human Resource Section of the Department has the necessary supporting documentation for
23 education points. The documentation must be received by the HR Section no later than 5:00
24 p.m. on the seventh (7th) business day before the written examination is administered. No
25 education points will be counted unless proper documentation is timely received.

26
27 **g) Scoring**

28
29 After the Assessment Center scoring has been completed for the rank of Commander -
30 Communications, the eligibility list shall be calculated as follows:

31
32 **Written Examination Points:** **Assessment Center:**
33 (See Section 9)

| | | | | |
|----|--------------------------|-----|--------------------------|-----|
| 34 | | | | |
| 35 | Maximum Exam Points | 100 | Assessment Center Points | 100 |
| 36 | Maximum Seniority Points | +10 | Maximum Education Points | + 4 |
| 37 | Total Maximum Points: | 110 | Total Maximum Points: | 104 |
| 38 | | | | |

39
40 **PROMOTION ELIGIBILITY LIST FORMULA**
41 **COMMANDER - COMMUNICATIONS**

42
43 (Written Exam Points + Seniority) ÷ 110 x 100 x .50 (Adjustment Factor)
44 +
45 (Assessment Center Points + Education) ÷ 104 x 100 x .50 (Adjustment Factor)
46
47 =

1 Total Points for Promotion List**

2
3 **Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service
4 tiebreaking rules will be applied if necessary.

5
6 **Section 7. Division Chief and Assistant Chief**

7
8 **a) Promotion by Appointment for Division Chief and Assistant Chief**

9
10 (1) Upon vacancy, positions in the classification of Division Chief shall be filled by the
11 use of an appointment process. The Chief may appoint a person to the rank of Division Chief
12 from the rank of Commander. The Chief may remove without cause a person appointed to
13 Division Chief from the Division Chief position, subject to the person's rights and remedies
14 under LGC Section 143.014. If, at the end of this Agreement, there is no successor Agreement,
15 LGC Section 143.014 shall continue to apply to individuals appointed to the rank of Division
16 Chief during the life of this Agreement.

17
18 (2) Upon vacancy, positions in the classifications of Assistant Chief shall be filled by
19 use of the appointment process specified in LGC Sections 143.014 and 143.311. A person
20 appointed to such positions shall have all rights and remedies afforded under LGC Section
21 143.014(g)-(h). The Chief may remove without cause a person appointed to Assistant Chief
22 from the Assistant Chief position, subject to the person's rights and remedies under LGC Section
23 143.014(g).

24
25 (3) The employees currently occupying the positions of Division Chief and Assistant
26 Chief, and the employees appointed to those positions in accordance with this Article, will have
27 full civil service protection.

28
29 **b) Eligibility**

30
31 In addition to the EMS equivalent of qualifications listed in LGC Section 143.014(e), the
32 Chief shall establish, in writing, any additional required qualifying criteria for persons to be
33 appointed under this Section.

34
35 **Section 8. Crossover Transfers and Promotions**

36
37 **a) Crossover Transfer**

38
39 (1) A Medic I with a minimum of one (1) year of service within either the Field or
40 Communications Division, may request a transfer to a Medic I position within the alternate
41 division. A Medic I wishing to transfer divisions must meet the minimum qualifications for the
42 alternate division prior to being transferred.

43
44 (2) Authorization to transfer pursuant to this Section is within the sole discretion of the
45 Chief. The Department shall adopt a written policy outlining the process for Crossover
46 Transfers.

1
2 (3) A Medic I who transfers divisions shall not be eligible to promote until the person
3 has continuously held the classification of Medic I in their new division for at least two (2) years
4 immediately before the written examination. For all other purposes, a Medic I who transfers
5 divisions retains their seniority within the Department.

6
7 b) Voluntary Crossover Demotion and Transfer

8
9 (1) A Medic within either the Field or Communications Division may voluntarily
10 accept a demotion and transfer to a Medic I position within the alternate division. A Medic
11 wishing to demote and transfer divisions pursuant to this Section must meet the minimum
12 qualifications for the position in the alternate division prior to being transferred.

13
14 (2) Authorization for a voluntary demotion and transfer pursuant to this Section may be
15 delayed or denied if the Chief determines that such demotion and transfer is not in the best
16 interest of the Department. Reasons for delay or denial include, but are not limited to:

- 17
18 (a) Balance of the workforce;
19 (b) The number of vacancies within the affected classifications; or
20 (c) Disciplinary reasons.

21
22 (3) A Medic who voluntarily demotes and transfers divisions shall not be eligible to
23 promote to the next highest classification until the person has continuously held the classification
24 in the division to which the person was transferred for at least one (1) years immediately before
25 the written examination. For all other purposes, a person who voluntarily demotes and transfers
26 divisions retains their seniority within the Department.

27
28 c) Crossover Promotion

29
30 A Medic I who has continuously held the classification of Medic I in either Field or
31 Communications Division for at least three (3) years immediately before the written
32 examination, may compete in a promotional process for the classification of Medic II within the
33 alternate division. A Medic I wishing to promote to the alternate division must meet all other
34 minimum qualifications for Medic II in the alternate division prior to taking the written
35 examination.

36
37 d) Step Placement Following Voluntary Crossover Demotion and Transfer

38
39 A Medic who elects to voluntarily demote and transfer to an alternate division shall
40 remain at the same step placement that the medic held at the time of the voluntary demotion.

41
42 e) No Grievance or Appeal

43
44 It is expressly understood and agreed that nothing in this Section is subject to the
45 grievance process set forth in this Agreement, nor may be appealed either to the Civil Service
46 Commission, a Hearing Examiner, or to District Court.

1
2 **Section 9. Written Examination for Promotion**
3

4 a) Except appointments to the classifications of Division Chief and Assistant Chief, all
5 candidates for promotion shall first take a written examination. The maximum score for the
6 written examination shall be one hundred (100) points. Each candidate who receives a minimum
7 score determined and validated by the third party consultant, before the addition of seniority or
8 education points, if any, shall be determined to have passed the examination. The written
9 examination shall consist of questions relating to the duties of the rank to be filled, as contained
10 in reading material selected by the Chief. The CITY must engage an independent consultant to
11 professionally develop the written examination questions after consultations with the Chief, or
12 designees, and the Director of Civil Service. The CITY will make a reasonable effort to ensure
13 that the examination will be validated either before or after the examination is given. Prior to
14 being administered, the finalized examination shall be kept in a safe and secure manner.
15

16 b) The CITY shall make reasonable efforts to provide a six (6) month study time window
17 prior to promotional examinations, but it is recognized that expiration or exhaustion of a list may
18 necessitate an earlier examination.
19

20 **Section 10. Assessment Center Process**
21

22 a) The Assessment Center process shall only apply to candidates for the following
23 classifications, who pass the written promotional examination, with a minimum score determined
24 and validated by the third party consultant, before the addition of seniority or education points, if
25 any:

- 26 (1) Captain - Field
- 27 (2) Commander – Field
- 28 (3) Captain - Communications
- 29 (4) Commander – Communications
30

31 b) Prior to the written examination being administered, the Chief shall establish assessment
32 criteria based on job content and responsibility. The Director of Civil Service will generate a list
33 of consultants, and will review that list with the Chief. The Chief shall also appoint three (3)
34 members to serve on an Assessment Center Review Committee, (“ACRC”), plus one (1)
35 alternate. The ASSOCIATION shall also select three (3) individuals to serve on the ACRC and
36 one (1) alternate. All ACRC members shall be selected from the tested rank or above. No
37 ACRC member shall be eligible for a promotional process in which they served as a member.
38 The ACRC shall meet and consider the list of consultants and recommend the Assessment Center
39 Consultant from the list, subject to Council approval pursuant to CITY purchasing policies and
40 procedures.
41

42 c) After the Assessment Center Consultant has been selected, the Consultant will orient the
43 ACRC. The Consultant will confer with both the Chief and the ACRC on the needs or issues
44 affecting the design of the Assessment Center. Any input from the ASSOCIATION will be
45 summarized by the ACRC and made available to anyone who requests it. The Consultant shall
46 make all final decisions concerning the design and implementation of the Assessment Center.

1
2 d) The consultant will design the Assessment Center from among the following exercises:

- 3
4 In Basket
5 Problem Solving/Analysis
6 Written and Oral Resumes/Structured Interviews
7 Role Playing
8 Memo/Report Writing
9 Oral Presentation/Plan Preparation
10 Staff Meeting
11 Special Event/Operations
12

13 The consultant is not required to utilize all of the exercises, but may select the exercises
14 or combine the listed exercises into one or more exercises that are best suited for the particular
15 rank.

16
17 e) The Consultant also selects the assessors, who shall meet the following criteria:

- 18
19 (1) Shall not be related to any candidates for promotion;
20
21 (2) Shall not be known to, beyond mere acquaintance, any candidates for promotion;
22
23 (3) Shall have two (2) years of experience in the promoted or equivalent rank, and
24
25 (4) Shall not be a current or former employee of the City of Austin.
26

27 f) The Consultant shall conduct an orientation for candidates prior to administering the
28 Assessment Center. The Consultant may deem the orientation mandatory, and all candidates
29 must attend in order to participate, if it is declared mandatory. If the consultant deems an
30 orientation to be mandatory, at least two (2) orientations shall be scheduled. If a mandatory
31 orientation is scheduled during a candidate's work time, he/she will be permitted to attend.
32

33 g) The assessors selected by the Consultant will assess the candidates for the rank. The
34 assessors shall award up to one hundred (100) points to each candidate participating in the
35 Assessment Center. The assessment sessions will be videotaped, and candidates may review
36 their own session pursuant to procedures established by the Director of Civil Service, provided
37 that candidates are given up to four (4) hours, which may be provided in smaller increments of
38 time, to review their assessment session. The Director of Civil Service shall make available
39 blocks of time for candidates to review examination results from 8:00 a.m. to 5:00 p.m., and at
40 least two (2) evening options until 10:00 p.m. shall be provided. However, these time periods
41 need not be kept available or staffed unless the times are reserved in advance. Examination
42 reviews will be conducted on the candidate's off-duty time. Copies of the videotapes will not be
43 given to the candidate. Nothing in the Assessment Center process may be appealed either to the
44 Civil Service Commission, a Hearing Examiner, or to District Court.
45

1 h) To remain in the process, all candidates must complete the Assessment Center, which
2 may be administered on the same day or consecutive days depending on the number of qualified
3 applicants. There is no minimum passing score on the Assessment Center.
4

5 **Section 11. Eligibility Lists**

6

7 a) All promotional eligibility lists created under this Article shall be constructed, with the
8 highest total score being ranked number one and descending in numerical order.
9

10 b) All promotional eligibility lists shall be valid for twenty-four (24) months from the date
11 that the eligibility list is initially posted, even after termination of this Agreement.
12

13 c) If a written promotional examination for a rank has been given prior to the expiration of
14 this Agreement, the promotional process for that rank may continue to completion, the expiration
15 of this Agreement notwithstanding, and the resulting eligibility list shall have a life of twenty-
16 four (24) months from the eligibility list is initially posted. In the event of any occurrence which
17 results in a change to the eligibility list, the changed list shall be effective on the day the original
18 list was effective, even after termination of this Agreement. In the event of a clerical or
19 electronic error in computing the test scores, the expiration date of any promotional examination
20 eligibility list may be amended by written agreement between the President of the
21 ASSOCIATION and the City Manager.
22

23 **Section 12. Appeals Criteria Committee**

24

25 a) An Appeals Criteria Committee (ACC) shall determine the criteria for what may be
26 appealed to the Civil Service Commission following all written promotional examinations. The
27 ACC shall establish appeal criteria which will be used for all written examinations held during
28 the term of this Agreement. The ACC, composed of seven (7) individuals, shall be appointed as
29 follows:
30

- 31 (1) Three (3) members appointed by ASSOCIATION, each having taken at least one
32 (1) promotional exam;
- 33
- 34 (2) Two (2) members appointed by the Chief, each having taken at least one (1)
35 promotional exam;
- 36
- 37 (3) One (1) member appointed by the Director of Civil Service ; and
- 38
- 39 (4) One (1) member appointed by the Chair of the Civil Service Commission.
40

41 b) A simple majority of the ACC shall approve the criteria. The Chief may reconvene the
42 ACC if, after an eligibility list has been established, it appears that clarification or modification
43 of the criteria is warranted. The criteria approved by the ACC shall not be appealable to either
44 the Civil Service Commission, a Hearing Examiner, or to District Court.
45

46 **Section 13. Appeal Process after Written Examination**

1
2 Within 72 hours after a promotional examination is held, the Commission shall post the
3 individual raw scores. Any candidate who has taken a written promotional examination may,
4 within seven (7) City of Austin business days of the posting of the written promotional exam
5 results, review his/her examination results. The process shall be established by the Director of
6 Civil Service; provided, however, that each candidate who has taken a promotional examination
7 may have up to four (4) hours to review his/her examination, write, and submit the appeal, if any,
8 which must be based on the appeal criteria approved by the ACC. Once an appeal is filed, it
9 shall be assigned a number and processed anonymously. The candidate may obtain a copy of his
10 or her appeal. The Director of Civil Service shall make available blocks of time for candidates to
11 review examination results from 8:00 a.m. to 5:00 p.m., and evening options until 10:00 p.m.
12 shall be provided. However, these time periods need not be kept available or staffed unless the
13 times are reserved in advance. Examination reviews will be conducted on the candidate's off-
14 duty time. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to
15 District Court of any facet of the examination review process.

16
17 **Section 14. Review by Employee Review Committee**

18
19 a) An Employee Review Committee (ERC) will be appointed to screen written examination
20 appeals to the Civil Service Commission, applying the criteria established by the ACC to
21 determine which appeals should be rejected because they do not meet the criteria. Assuring for
22 diversity as is practical and possible the ERC shall be comprised of five (5) members as follows:

- 23
24 (1) Four (4) members of the rank of the promotional exam or higher, two (2) each
25 appointed by the ASSOCIATION and the Chief; and
26
27 (2) One (1) member appointed by the Director of Civil Service.

28
29 b) Appeals may advance from the ERC to the Civil Service Commission by a vote of a
30 simple majority of the ERC. The ERC will not make any statement, assertion, or
31 recommendation regarding the validity of an appeal or subsequent Civil Service Commission
32 action. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to
33 District Court of the ERC's examination appeal determinations or from the Civil Service
34 Commission's written examination appeal decisions.

35
36 **Section 15. Time Limit to Fill Vacant Positions**

37
38 It is expressly understood and agreed that during the term of this Agreement, the provisions
39 in Chapter 143.036(d) and (e) and 143.014(f) of the Local Government Code prescribing time
40 limits for filling vacancies shall be expanded to one hundred and twenty (120) calendar days
41 after the date the vacancy occurs. This Section shall only apply to the filling of vacancies in the
42 following classifications:

- 43
44 (1) Captain - Field
45 (2) Commander – Field
46 (3) Captain - Communications

1 (4) Commander – Communications
2

3 **Section 16. Committee on the Assessment Center Process**
4

5 The CITY and the ASSOCIATION shall each appoint two (2) persons to a committee that
6 shall schedule a meeting with the participants in each Assessment Center process to discuss the
7 strengths and weaknesses perceived by the participants, after completion of the process. The
8 Committee may recommend changes in the procedures set out in this Agreement.
9

10 **Section 17. Military Promotions/Demotions**
11

12 The following changes are made to Sections 143.036 and 143.072 of the Texas Local
13 Government Code:
14

15 a) When a Medic is promoted as the result of a vacancy created by a military leave of
16 absence, and the Medic on military leave returns to active duty in the Department, the person
17 who filled the most recent vacancy at that rank shall be the one who is demoted to the next
18 lowest classification and placed on a reinstatement list, with such rights as prescribed in this
19 Article.
20

21 b) The same result applies to all other promotions in lower ranks which resulted from the
22 first promotion and subsequent demotion.
23

24 c) All other provisions of Sections 143.036 and 143.072 not specifically changed by this
25 Agreement shall remain in effect.
26

27 **Section 18. Vacancy Created by Indefinite Suspension**
28

29 a) Notwithstanding any provision in this Article or any provision in Local Government
30 Code Chapter 143, an indefinite suspension of a Medic (despite any pending appeal) shall create
31 a vacancy, but shall not expand the size of the classified service. In the event that an indefinite
32 suspension is overturned on appeal and the Medic is reinstated to active duty in the Department,
33 the person who filled the most recent vacancy at that rank shall be the one who is demoted to the
34 next lowest classification and placed on a reinstatement list, with such rights as prescribed in this
35 Article.
36

37 b) The same result applies to all other promotions in lower ranks which resulted from the
38 first promotion and subsequent demotion.
39

40 **Section 19. Failure to Timely Credential after Promotion or Crossover Transfer**
41

42 a) If a person fails to credential to unrestricted status by the Medical Director within the
43 established time period following a crossover promotion or crossover transfer, the person shall
44 be demoted to the position held at the time of the promotion or transfer. A demotion under this
45 Section shall not expand the size of the classified service.
46

1 b) If a vacancy exists in the classification to which a person is demoted under this Section,
2 the person shall fill the vacancy. If no vacancy exists, the person who filled the most recent
3 vacancy at that classification shall be the one who is demoted to the next lowest classification
4 and placed on a reinstatement list, with such rights as prescribed in this Article.

5
6 c) The same result applies to all other promotions in lower ranks that resulted from the first
7 promotion and subsequent demotion.

8
9 d) A demotion under this Section shall not be appealable either to the Civil Service
10 Commission, a Hearing Examiner, or to District Court.

11 **Section 20. Reinstatement List**

12
13
14 a) There shall be only one reinstatement list for each classification for persons demoted by
15 virtue of Sections 17, 18 and 19 of this Article.

16
17 b) Any person placed on a reinstatement list pursuant to Section 17, 18 and 19 of this
18 Article shall remain on the list indefinitely.

19
20 c) Persons on the list shall be entitled to reinstatement to the classification from which they
21 were demoted in the same order as the demotion occurred, which results in the last demoted at
22 that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for
23 that classification before any promotions from a promotional eligibility list. Until such
24 reinstatements occur and the reinstatement list is exhausted, there shall be no “vacancy” created
25 at that classification for the purpose of any promotional eligibility list.

26
27 d) Except for persons eligible for reinstatement at an entry classification, time spent on a
28 reinstatement list shall not be considered a break in service for civil service purposes, including,
29 but not limited to eligibility for future promotional examinations. Reinstatement is subject to
30 successful completion of the OMD re-credentialing process.

31 **Section 21. Effect on Current Eligibility Lists**

32
33
34 It is expressly understood and agreed that the promotional process set out in this Article shall
35 not apply to persons in a promotional process initiated prior to the effective date of this
36 Agreement, and shall not extend the expiration date of an existing Eligibility List.

37 **Section 22. Effect of Contract Expiration**

38
39
40 The provisions of this Article shall remain in full force and effect after expiration of this
41 Agreement as to:

42
43 a) All promotional eligibility lists created during this Agreement; and

44
45 b) All reinstatement lists created pursuant to this Article.

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ARTICLE 13
HIRING PROCESSES

Part A. Application of Chapter 143 Processes

The ASSOCIATION, recognizing the CITY'S need for flexibility in the hiring process, hereby agrees to the deviations from Chapter 143 hiring procedures specifically authorized by this Article. Except as allowed by this Article, the CITY will comply with the hiring procedures specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.

Part B. Initial Hiring Process

Section 1. Submission of Proper Application

a) In order to be considered for the position of Medic I each applicant must first submit a proper application as defined by the Department. A proper application shall include, but not be limited to, information on personal history, criminal history, driving record and age. The information submitted shall be used by the Department to determine whether the applicant meets the minimum qualifications to proceed to the testing phase of the process.

b) The Chief shall establish the eligibility requirements for applicants for the position of Medic I, consistent with Chapter 143 and this Agreement.

Section 2. Screening and Testing of Applicants

a) The Chief will develop and implement the screening and testing procedures used to determine whether an applicant will be offered a position as a Medic I in an EMS Academy. The screening and testing procedures will include, at a minimum, a structured Oral Interview Board and a background investigation. Nothing in this Agreement or in Chapter 143 will restrict the nature of the tests administered to applicants or the procedures used to administer those tests.

b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list per Department policy. Applicants on the eligibility list may be offered a position as a Medic I in an EMS Academy.

c) Each eligibility list created as a result of the process described in this Section shall remain effective for twenty-four (24) months after certification by the Civil Service Commission.

Section 3. Internship Program

The Department may create and implement an Internship Program for individuals who are interested in becoming a Medic I. Anyone admitted into the Internship Program must pass the same screening and testing procedures as applicants for the position of Medic I, either at the beginning or at the end of their participation in the Program. The duration of the Internship Program will be at least the equivalent of a college semester. Any intern who successfully

1 completes the Internship Program shall be placed at the top of the current or next eligibility list
2 for hire as a Medic I. Up to fifty percent (50%) of each Academy class may consist of interns
3 who successfully completed the Internship Program.
4

5 **Section 4. Effect on Present Medic I Classes**

6

7 It is specifically understood and agreed that the hiring process set out in this Agreement shall
8 not apply to persons hired before the effective date of this Agreement.
9

10 **Section 5. Probationary Period**

11

12 The “at will” probationary period of individuals filling beginning positions in the EMS
13 Department shall begin, under this Agreement, on the date the Medic I is hired and shall end at
14 the expiration of twelve (12) months. Any leave taken by a probationary Medic I, including but
15 not limited to injury leave, FMLA leave, or sick leave, shall extend this probationary period by
16 the length of the leave taken. (Approved vacation leave, other than FMLA, will not so extend
17 the probationary period.)
18

19 **Part C. Modified Hiring Process**

20

21 **Section 1. Applicability**

22

23 The Modified Hiring Process applies only to the hiring of individuals with 911 EMS
24 communications experience for the Communications Division or 911 EMS transport experience
25 for the Field Division.
26

27 **Section 2. Eligibility Requirements**

28

29 a) The Chief shall establish the eligibility requirements for applicants for the Modified
30 Hiring Process. The requirements need not be the same as those established by Chapter 143 or
31 those applicable to applicants for the position of Medic I, except as noted within this article.
32

33 b) The Chief or the Chief’s designee may, at his or her sole discretion, deny the application
34 of any applicant for the Modified Hiring Process and may determine whether a particular
35 applicant meets the eligibility requirements in accordance with the provisions in this article.
36

37 **Section 3. Selection and Placement**

38

39 a) The Chief shall establish the selection criteria and procedures for the Modified Hiring
40 Process. The criteria need not be the same as those established by Chapter 143 or those
41 applicable to applicants for the position of Medic I in the Department’s regular Academy.
42 Applicants who meet the selection criteria and procedures may be hired without being placed on
43 an eligibility list.
44

45 b) Upon hire, the applicant will be placed in the position of Medic I regardless of any rank
46 or position the individual previously held in another agency.
47

1 **Section 4. Modified Hiring Training and Probation**

2
3 a) The Chief shall establish the training requirements for individuals hired through the
4 Modified Hiring Process. All individuals hired through the Modified Hiring Process must
5 successfully complete the training established by the Chief.

6
7 b) Each individual hired through the Modified Hiring Process shall successfully complete a
8 probationary period of at least twelve (12) months from date of hire.

9
10 **Section 5. Civil Service Status**

11
12 a) An individual who successfully completes the probationary period will become a full-
13 fledged civil service employee with civil service protection. Until completion of probation, each
14 Medic I hired through this Modified Hiring Process is an at-will employee who may be
15 discharged by the Chief at any time, without right of appeal.

16
17 b) Until completion of probation, a Medic I hired through the Modified Hiring Process is
18 excluded from the coverage of discipline or grievance Articles in this Agreement.

19
20 **Section 6. Pay and Seniority**

21
22 a) The Chief may determine the pay rate for each Medic I hired through the Modified
23 Hiring Process. Any pay rate established by the Chief shall not exceed that of a Medic I with
24 two years' experience in the Department.

25
26 b) Regardless of the pay rate established for each Medic I hired through the Modified Hiring
27 Process, seniority for purposes of longevity pay shall begin on the date of hire as a Medic I with
28 the Department.

29
30 c) Movement through the pay schedule shall not take into account initial placement in the
31 step plan, but shall only be based on time in service.

32
33 **Section 7. Promotional Eligibility**

34
35 A Medic I hired through the Modified Hiring Process must meet the same promotional
36 eligibility requirements as a Medic I hired through the Department's regular initial hiring
37 process.

38
39 **Section 8. Implementation**

40
41 The Modified Hiring Process described by this Article may be used at any time, for any
42 number of applicants, as authorized by the Chief.

43
44 **Part D. Additional Provisions**

45
46 **Section 1. Benefit of the Bargain**

1
2 The ASSOCIATION and the CITY share the goal of recruiting and hiring the most
3 qualified applicants to become Medic I personnel. The parties agree that the degree of flexibility
4 incorporated into this Article is of benefit to both parties.

5
6 **Section 2. Effect of Contract Expiration**

7
8 The provisions of this Article shall remain in full force and effect after expiration of this
9 Agreement as to:

10
11 a) Any hiring process which has been commenced in substantial reliance upon the
12 provisions of this Article;

13
14 b) The length of the “at will” probationary period for individuals in that status prior to the
15 expirations of this Agreement;

16
17 c) Any eligibility list created under the terms of this Article will remain in effect for 24
18 months, notwithstanding the expiration of this Agreement;

19
20 d) Any interns who are participating in the Internship Program at the expiration of this
21 Agreement may be placed at the top of the first eligibility list created after expiration of this
22 Agreement.

23
24 **Section 3. Preemption**

25
26 Nothing in this Article shall prevent the CITY from complying with any provision of federal
27 law in connection with the hiring process.

28
29
30 **ARTICLE 14**
31 **DRUG TESTING**

32
33 **Section 1. Commitment to Eliminating Drug and Alcohol Abuse in the Workplace**

34
35 The ASSOCIATION and the CITY share a mutual interest in having a healthy and drug free
36 workforce. To further that mutual interest, both parties are committed to a drug testing policy
37 that identifies employees who have violated CITY or Department rules, regulations, policies, or
38 procedures.

39
40 **Section 2. Types of Drug Testing**

41
42 All Medics, including the Chief and Assistant Chiefs, will be subject to the following types
43 of drug testing:

44
45 a) Post-Accident Drug Testing: Employees are subject to post-accident testing for alcohol,
46 illegal drugs and controlled substances following any on the job injury or motor vehicle accident

1 which results in a human fatality, an injury which is treated away from the scene, or if a vehicle
2 involved in the accident is towed from the scene.

3
4 b) Random Drug Testing: Up to fifty percent (50%) of all Medics will be subject to
5 selection for mandatory testing for illegal drugs and controlled substances during each calendar
6 year on a fair and impartial statistical basis at the CITY'S expense. Selections for random
7 testing will be made for a defined period, no less frequently than monthly.

8 9 **Section 3. Protocol for Random and Post-Accident Drug Testing**

10
11 a) The terms "illegal drugs" and "controlled substances" refer to the substances listed in 49
12 CFR §40.87 at the time of the test, and medications that are approved for use in patient care by
13 the Clinical Operating Guidelines as adopted by the Department. The term "alcohol" has the
14 generally understood meaning.

15
16 b) As used in this Article, "drug testing" or "drug test" means the compulsory production
17 and submission of both urine and oral fluid samples by a Medic for chemical analysis to detect
18 the presence of prohibited drug usage in connection with the post-accident and random testing
19 processes set forth herein. Direct observation will not be a part of the urine collection process,
20 unless lab personnel have reason to believe that the initial specimen was adulterated. The Cutoff
21 values used in the oral specimen testing will be based on current Substance Abuse Mental Health
22 Services Administration (SAMHSA) Guidelines for Oral Fluid Testing. For Post-Accident Drug
23 Testing, the Department may continue to use breath sampling to detect the presence of alcohol.

24
25 The definition of "drug testing" or "drug test" may be expanded or modified to include
26 additional tests during the life of this Agreement with the approval of the CITY Manager and the
27 ASSOCIATION President.

28
29 c) Specimen testing shall be conducted using techniques, equipment, and laboratory
30 facilities in compliance with regulations and guidelines of the U.S. Department of Health and
31 Human Services (DHHS) by a laboratory certified by DHHS, except where provided otherwise
32 in this Agreement.

33
34 d) The test will be for the prohibited substances listed in 49 CFR §40.87 at the time of the
35 test, and medications that are approved for use in patient care by the Clinical Operating
36 Guidelines as adopted by the Department. A Post-Accident Test may include alcohol testing.

37
38 e) A positive drug test is defined as one where there is a quantifiable presence of one of the
39 above prohibited substances in an amount that meets or exceeds the thresholds under CFR
40 §40.87 for urine samples or SAMHSA current Guidelines for Oral Fluid Testing. If either the
41 urine or oral fluid test is positive, the employee's drug test shall be deemed positive. Evidence
42 that one of the tests was negative may not be used by a party in connection with an appeal of any
43 disciplinary action. A positive alcohol test is defined as one where the blood alcohol
44 concentration is .04 or greater. If confirmatory testing results are negative, records of the testing
45 shall not be placed or maintained in the employee's personnel file.

1 f) No adverse employment action will be taken against an employee for use of medications
2 for which they have a valid prescription, provided the employee is using the medication in
3 compliance with the prescription and Department policy.
4

5 g) All drug tests will be conducted in accordance with standards established by the United
6 States Department of Transportation, SAMHSA, ATCEMS Departmental policy, and will be
7 implemented in accordance with procedures adopted by the Chief and the CITY'S Human
8 Resources Department.
9

10 **Section 4. Authority of Chief**

11
12 Nothing in this Article shall be construed to prohibit the Chief from conducting an alcohol or
13 drug test on a Medic if that test is based on reasonable suspicion as outlined in the Department
14 policy in effect at the time of this Agreement.

15 **Section 5. Confidentiality**

16
17 All records pertaining to drug or alcohol tests conducted under this Article shall be
18 maintained by the CITY, and shall remain confidential except when disclosure is mandated by
19 law or when such records are used in any disciplinary or legal proceeding.
20

21 **Section 6. Assurance of Accurate Results**

22
23 a) Medics shall have the right to request that their urine and oral fluid sample be stored in
24 case of legal disputes. The urine and oral fluid sample will be submitted to the designated testing
25 facility, and if requested by the Medic, will be maintained for the period of one year. Drug
26 testing shall consist of a two-step procedure:
27

28 (1) Initial screening test

29 (2) Confirmation test
30
31

32 b) A Medic who disputes the results of a drug test required under this Agreement may
33 request that an additional test be conducted. This test must be conducted at a different DHHS-
34 certified laboratory. The test must be conducted on a split sample that was provided by the
35 Medic at the same time as the original sample. The Medic may witness the splitting of the
36 specimen at the time of collection. The method of collecting, storing, and testing the split
37 sample will be consistent with the procedures set out in 49 CFR Part 40, as amended. The
38 Medic's request for a split sample test must be made to the Medical Review Officer within
39 seventy-two (72) hours after the Medic received notice of the original sample's verified positive
40 result. Requests received after expiration of the seventy-two (72) hour period can be accepted
41 only if the delay is determined, in the sole discretion of the Chief, to be the result of
42 documentable facts that were beyond the control of the medic. The cost of the second test will
43 be paid by the employee. If the result of the second sample test is negative, the Department will
44 reimburse the Medic for the cost of the test.
45

1 c) Each year the Drug Testing Program will be evaluated by a third party in accordance with
2 the vendor agreement and 49 CFR §40.121.
3

4 **Section 7. Education**

5

6 At the discretion of the Chief, mandatory educational programs regarding alcohol and drug
7 use may be implemented for all Medics, and educational materials may be available to Medics,
8 including department policies and relevant federal regulations referred to in this Agreement.
9

10 **Section 8. Self-Disclosure, Treatment, and Alternative Discipline**

11

12 a) If a Medic self-discloses to the Chief that the Medic has used illegal drugs or controlled
13 substances and seeks treatment for drug use, the Chief may use an alternative discipline
14 procedure outlined in Article 16. For the Chief to use an alternative discipline procedure, any
15 self-disclosure by a Medic must occur:
16

17 | (1) Before the employee is notified of selection for random drug testing under Section 2
18 above;

19
20 (2) Before the employee is involved in an on the job injury or any motor vehicle
21 accident that would require drug testing under Section 2 above; or
22

23 (3) Before the occurrence of any event which forms the basis of the Department's
24 decision to require a drug test based on reasonable suspicion that the Medic has violated the
25 Department's rules, regulations, policies, or procedures.
26

27 b) Nothing in this Article restricts the authority of the Chief to impose appropriate
28 disciplinary action for the violation of Department rules, regulations, policies, or procedures.
29

30 **Section 9. Conflicts**

31

32 The terms of this Agreement shall prevail in a conflict with Departmental policy regarding
33 alcohol or drug testing.
34
35

36 **ARTICLE 15** 37 **PROTECTED RIGHTS OF MEDICS**

38

39 **Section 1. Effect of Article**

40

41 The following provisions shall apply to the administrative investigation of alleged
42 misconduct by ATCEMS Medics and the process of administrative discipline. To the extent of
43 any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local
44 Government Code, the provisions of this Agreement shall control. To the extent of any conflict
45 between this Article and any other provision of this Agreement, this Article shall control.
46

1 **Section 2. Definitions**

2
3 In this Article:

- 4
- 5 a) "Complaint" means any affidavit, administrative referral, or other document setting
6 forth allegations or facts that may form the basis of future allegations of misconduct
7 against a Medic and which serves as the basis for initiating an investigation.
8
 - 9 b) "Complainant" means either a person claiming to be a witness to or a victim of
10 misconduct by a Medic; or the Department designee in the case of an anonymous
11 complaint or administrative referral.
12
 - 13 c) "Disciplinary Action" means suspension, indefinite suspension, demotion in rank,
14 reprimand, or any combination of those actions.
15
 - 16 d) "Investigation" means an inquiry into the alleged misconduct by a Medic that could
17 result in disciplinary action.
18
 - 19 e) "Investigator" means any agent or employee of the municipality who is assigned to
20 conduct an administrative investigation.
21
 - 22 f) "Statement" means any communication (oral or written) setting forth particulars or
23 facts regarding the alleged misconduct under investigation.
24
 - 25 g) "Evidence" means statements, reports, records, recordings, documents, computer
26 data, text, graphics, videotape, photographs, or other tangible forms of information,
27 including a "complaint".
28

29 **Section 3. Access to Records by Medics**

30

31 a) Not less than forty eight (48) hours before the Medic who is the subject of an
32 investigation provides a statement to an investigator, the Medic shall be provided a copy of the
33 complaint(s). The Department may omit the name and/or identity of the person making the
34 complaint. In the event that the complaint(s) does not contain all allegations of misconduct
35 under investigation, not less than forty eight (48) hours before the investigator begins the initial
36 oral or written interview of the Medic, the investigator must inform the Medic in writing of the
37 additional allegations being investigated. This subsection does not apply to an administrative
38 hearing conducted for the purpose of determining whether the Department shall take disciplinary
39 action against a Medic for alleged misconduct.
40

41 b) Before the Medic who is the subject of an investigation provides a statement to an
42 investigator, the Medic and his representative(s) shall be provided an opportunity to review any
43 videotape, photograph, or other recording of the operative conduct or alleged injuries, if any,
44 which is the subject of the allegations if such recording is within the possession or control of the
45 CITY, unless the material is confidential by law, or evidence from a pending criminal
46 investigation.

1
2 c) A Medic who is the subject of an investigation is entitled to a copy of his or her statement
3 to the Office of Professional Conduct at the time the statement is finalized and signed by the
4 Medic. The statement remains confidential in the hands of the Medic pursuant to 143.089(g),
5 Department policy, and orders of non-communication about internal investigations, except for
6 consultations with counsel and/or ASSOCIATION representatives who are not involved in the
7 investigation.

8
9 d) Before the Medic who is the subject of an investigation provides a statement to an
10 investigator, the Medic and his representative(s) shall be allowed to review the portions of any
11 document(s) in which it is alleged or believed that the Medic provided false, incomplete,
12 inconsistent, or conflicting information, or in which it is alleged that the Medic omitted
13 information in violation of any law or Department policy.

14
15 e) Before the Medic who is the subject of an investigation provides a statement to an
16 investigator, the Medic and his representative(s) shall be allowed to review any report,
17 supplemental report or other statement recorded or written by the Medic, setting forth particulars
18 or facts regarding the operative conduct which is the subject of the allegation(s).

19
20 f) Not less than forty eight (48) hours before any administrative hearing conducted for the
21 purpose of determining whether the Department shall take disciplinary action against a Medic for
22 alleged misconduct, the Medic and his representative shall be allowed up to five (5) hours to
23 review any and all evidence gathered or obtained during the investigation, and not previously
24 reviewed by the Medic. The evidence available for review shall include the Office of
25 Professional Conduct summary, if any. Evidence does not include attorney client
26 communications. Neither the Medic nor his representative will be permitted to make copies of
27 any of the evidence reviewed.

28
29 g) Not less than forty eight (48) hours before any administrative hearing conducted for the
30 purpose of determining whether the Department shall take disciplinary action against a Medic for
31 alleged misconduct, the Department shall provide written notice of the alleged policy violations
32 and the specific range of discipline being considered. In making the final decision as to
33 discipline, if any, the Chief shall not be restricted to the alleged policy violations and/or the
34 range of discipline provided pursuant to this subsection.

35
36 **Section 4. Confidentiality of Records and Misuse of Information**

37
38 The access to records provided in this Article has been granted in exchange for the following
39 agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation
40 against any witness in an investigation:

41
42 a) Information provided or made available for review remains confidential in the hands of
43 the Medic and the Medic's representative pursuant to 143.089(g), Department policy, and orders
44 of non-communication about internal investigations, except for consultations with counsel and/or
45 ASSOCIATION representatives who are not involved in the investigation.

1 b) Retaliation or the threat of retaliation by a Medic, or by an individual at the direction of
2 the Medic, against a complainant or a witness is strictly prohibited. A sustained violation of this
3 subsection shall result in either a temporary or indefinite suspension.
4

5 c) If a Medic is suspended for an alleged violation of subsection b, the Medic shall have the
6 right to appeal the suspension to the Civil Service Commission or to an Independent Third Party
7 Hearing Examiner pursuant to the provisions of this Agreement and Chapter 143 of the Texas
8 Local Government Code. The Commission or the Hearing Examiner shall decide whether the
9 specific charge related to this Section is true. If the charge is found to be true, the Commission
10 or Hearing Examiner must affirm the disciplinary action and cannot amend, modify, or reduce
11 the period of disciplinary suspension. Sections 143.053(e) & (f) of the Texas Local Government
12 Code are hereby superseded to the extent of any conflict with this Section.
13

14 **Section 5. Right to Representation**

15

16 A Medic who is the subject of an investigation or administrative inquiry shall have the right
17 to be represented by either an attorney or an ASSOCIATION representative of the Medic's
18 choice during an interview, provided the attorney or representative complies with the Office of
19 Professional Conduct interview protocol. A Medic shall have the right to be represented by
20 either an attorney or an ASSOCIATION representative of the Medic's choice during an
21 administrative hearing conducted for the purpose of determining whether the Department shall
22 take disciplinary action for alleged misconduct.
23

24 **Section 6. Administrative Hearing to Determine Discipline**

25

26 When an administrative hearing is conducted for the purpose of determining whether the
27 Department shall take administrative action against a Medic for alleged misconduct, the
28 following procedures shall apply:
29

30 a) The administrative hearing is not an evidentiary hearing, and the Medic does not have the
31 right to present or cross-examine witnesses. It shall be optional for the Medic who is the subject
32 of the investigation to attend and answer any questions at the hearing. For purposes of this
33 Agreement and Chapter 143, it is expressly understood that no portion of the administrative
34 hearing constitutes an "Investigation," and involvement in the hearing does not constitute being
35 an "Investigator" as those terms are defined in this Article. If the Medic chooses not to attend or
36 has determined that he/she will not answer any questions at the hearing, the Medic must give 24
37 hours notice to the Department by filing the necessary waiver form.
38

39 b) If the Medic attends, the Medic may audio tape the portions of the hearing in which the
40 Medic is present.
41

42 **Section 7. Violation of Medic's Rights**

43

44 If the Department or any investigator violates any of the provisions of this Article or of
45 Section 143.312 of the Texas Local Government Code while conducting an investigation, the
46 violation may be considered by the Civil Service Commission or a Hearing Examiner in any

1 disciplinary appeal hearing if the violation substantially impaired the Medic’s ability to defend
2 against the allegations of misconduct.
3

4
5 **ARTICLE 16**
6 **DISCIPLINARY ACTIONS AND APPEALS**
7

8 **Section 1. Suspensions of Three (3) Days or Less**
9

10 It is understood that most Medics will make some errors during their career involving rule
11 violations, including those who are good, professional Medics. The parties agree that short
12 disciplinary suspensions are for the purpose of reinforcing the need for compliance with
13 Departmental standards and not necessarily as punishment.
14

15 **a) Appealable and Non-Appealable Suspensions**
16

17 The parties agree that when a Medic is suspended for 1, 2, or 3 days, the Medic may choose
18 one of two methods of dealing with the suspensions as listed below.
19

- 20 (1) **Suspensions that may not be appealed.** The Medic may choose to use vacation or
21 holiday time to serve the suspension with no loss of paid salary and no break in
22 service for purposes of seniority, retirement, promotion, or any other purpose. The
23 Medic must agree that there is no right to appeal if this method of suspension is
24 chosen.
25
- 26 (2) **Suspensions that may be appealed.** The Medic may appeal the suspension to the
27 Civil Service Commission or a third party Hearing Examiner. If the Medic chooses
28 to appeal the suspension, the Civil Service Commission or Hearing Officer’s
29 authority is limited to ruling on whether or not the charges against the Medic are
30 true or not true. If the Civil Service Commission or Hearing Examiner finds the
31 charges to be true, there is no authority to mitigate the punishment. If the Civil
32 Service Commission or Hearing Examiner finds the charges to be not true, the
33 Medic shall be fully reinstated with no loss of pay or benefit.
34

35 **b) Costs on Appealable Suspensions**
36

37 In the event that a Medic appeals a 1, 2 or 3 day suspension to a Hearing Examiner, it is
38 agreed that the losing party shall be responsible for all costs of the appeal, including the Hearing
39 Examiner’s fee, travel and lodging if necessary.
40

41 To facilitate such payment on the part of the Medic at the time of appeal the Medic shall
42 submit a signed payroll deduction agreement that if the Hearing Examiner finds the charges to be
43 true, the CITY is authorized to deduct up to one hundred dollars (\$100.00) per month from the
44 Medic regular pay, until such time as what would otherwise be the CITY’S portion of the costs
45 have been satisfied.
46

1 **c) Reductions of Suspensions of Three (3) Days or Less to a Written Reprimand**

2
3 The parties agree that temporary suspensions of 1, 2, or 3 days that are imposed after the
4 effective date of this Agreement, will be automatically reduced to a written reprimand under the
5 following conditions:
6

- 7 (1) Suspensions of 1, 2, or 3 days, which are not appealed pursuant to Section 1(a)(1),
8 shall be reduced to a written reprimand two (2) years after the date the suspension
9 was served on the Medic if:
10
11 i. The Medic does not have a sustained complaint for substantially similar
12 conduct within two (2) years from the date the suspension was served on the
13 Medic.
14
15 (2) Suspensions of 1, 2, or 3 days, which are not appealed pursuant to Section 1(a)(1),
16 shall be reduced to a written reprimand three (3) years after the date the suspension
17 was served on the Medic if:
18
19 i. The Medic has been previously disciplined for substantially similar conduct,
20 and;
21
22 ii. The Medic does not have a sustained complaint for substantially similar
23 conduct within the next three (3) years from the date the suspension was
24 served on the Medic.
25
26 (3) Any controversy over whether or not the prior conduct was substantially similar
27 may be presented to an arbitrator under the other provisions of this Article.
28
29 (4) Suspensions of 1, 2, or 3 days that are appealed to the Civil Service Commission or
30 a Hearing Examiner are not eligible for reduction to written reprimand under this
31 Agreement.
32
33 (5) Suspensions of 1, 2, or 3 days that are reduced to a written reprimand pursuant to
34 this Agreement shall not be introduced, cited, or used in any manner in subsequent
35 disciplinary suspensions or appeals as to that Medic, but the original disciplinary
36 decision is not covered by this Section as to contentions of disparate discipline by
37 other Medics.
38
39 (6) If the conditions set forth in subparts (a) or (b) are met, the Department shall notify
40 the Civil Service Commission in writing that the temporary suspension has been
41 reduced to a written reprimand. The parties agree that the Department and the Civil
42 Service Commission will not alter, destroy, conceal, or remove, any documents
43 related to the temporary suspension, including but not limited to the letter of
44 temporary suspension that was filed with the Commission as required by LGC
45 143.052(c), or the Department's investigative file itself.
46

1 **Section 2. Use of Leave during Suspension Period**

2
3 The Chief may, at his sole discretion in hardship cases, authorize use of the Medic's
4 accumulated vacation leave to cover all or part of a temporary suspension. If the Medic uses
5 vacation leave as authorized by this Agreement, the Medic waives all rights to appeal the
6 suspension to the Civil Service Commission, a District Court or to a Hearing Examiner. It is also
7 understood and agreed that if the Chief permits the use of vacation days for suspension, such
8 days off shall be considered as equal punishment to traditional unpaid days of suspension.
9 Vacation time used for purposes of this Article is not productive time. In no case will sick leave
10 be substituted for unpaid days of suspension.

11
12 **Section 3. Agreed Temporary Suspensions of Sixteen (16) to Ninety (90) Days**

13
14 Either the Chief or the Medic facing discipline may offer to impose or accept a suspension
15 without pay for a period from sixteen (16) to ninety (90) days. If the Medic accepts the mutually
16 agreed suspension, the Medic may not appeal the suspension to the Civil Service Commission, a
17 District Court or to a Hearing Examiner.

18
19 **Section 4. Scheduling of Indefinite Suspension Appeal**

20
21 If a Medic appeals an indefinite suspension to an Independent Third Party Hearing Examiner,
22 the parties will make a good faith effort to schedule the appeal of the indefinite suspension
23 within 30-180 days of the date the Medic was indefinitely suspended.

24
25 **Section 5. Payment for Accrued Leave upon Indefinite Suspension**

26
27 a) A Medic who has been indefinitely suspended may, upon request, be paid in a lump sum
28 all accrued vacation and accrued exception vacation that such Medic would have been entitled to
29 had the Medic retired or resigned in good standing.

30
31 b) If the indefinite suspension is overturned as a result of the appeal, the Civil Service
32 Commission or a Hearing Examiner may restore such leave, but a total award of leave and back
33 pay, if any, shall be offset by the amount paid to the Medic under Subsection a) above.

34
35 **Section 6. Alternative Discipline by the Chief**

36
37 In considering appropriate disciplinary action the Chief may require that a Medic be
38 evaluated by a qualified professional designated by the Chief. If that professional recommends a
39 program of counseling and/or rehabilitation for the Medic, the Chief may, as an alternative to
40 temporary or indefinite suspension, or in combination with a temporary suspension, require that
41 the Medic successfully complete the recommended program. The program of counseling and/or
42 rehabilitation will be completed on the Medic's off-duty time, unless the Chief approves the use
43 of accrued vacation leave or sick leave. The Medic shall be responsible for paying all costs of
44 the program of counseling and/or rehabilitation which are not covered by the Medic's health
45 insurance plan. If the Medic's misconduct involves alcohol-related behavior, the Chief may
46 require that the Medic submit to mandatory alcohol testing, when ordered by the Chief, for a

1 specified period of time. If, after entering the program of counseling and/or rehabilitation, the
2 Medic fails or refuses to complete the program, the Medic may be indefinitely suspended. The
3 Medic has the right to appeal to the Civil Service Commission or to a third party Hearing Exam-
4 iner any discipline imposed under this section by filing an appeal notice in accordance with the
5 provisions of Chapter 143. On appeal, the Civil Service Commission or Hearing Examiner shall
6 have the same duties and powers set forth in Chapter 143, but shall not have the power to
7 substitute a program of counseling and/or rehabilitation different from the program imposed by
8 the Chief or to substitute any period of suspension for the required program of counseling and/or
9 rehabilitation.

11 **Section 7. Alternative Discipline by Agreement**

13 In considering appropriate disciplinary action, the Chief may require that a Medic be
14 evaluated by a qualified professional designated by the Chief. If that professional recommends a
15 program of counseling and/or rehabilitation for the Medic, the Chief may offer the Medic the
16 opportunity to enter into an alternative disciplinary agreement under which the Medic would
17 accept a temporary suspension of up to ninety (90) days and agree to successfully complete the
18 program of counseling and/or rehabilitation recommended by the qualified professional
19 designated by the Chief. The program of counseling and/or rehabilitation will be completed on
20 the Medic's off duty time, unless the Chief approves the use of accrued vacation leave or sick
21 leave. The Medic shall be responsible for paying all costs of the program of counseling and/or
22 rehabilitation, which are not covered by the Medic's health insurance plan. If the Medic's
23 misconduct involved alcohol related behavior, the Chief may require that the Medic submit to
24 mandatory alcohol testing, when ordered by the Chief, for a specified period of time. If the
25 Medic accepts the opportunity for agreed alternative discipline, the Medic may not appeal the
26 suspension or any terms of the Agreement to the Civil Service Commission, a District Court or
27 to a Hearing Examiner. If the Medic fails to successfully complete the program of counseling
28 and/or rehabilitation, the Medic may be indefinitely suspended without right of appeal

30 **Section 8. Extending Disciplinary Deadline by Agreement**

32 a) A Medic and the Chief, or his/her designee, may agree to extend any statutory deadline
33 for imposing discipline for a period not to exceed thirty (30) days. Either the Medic or the Chief
34 may offer or request the extension. The agreement to extend the statutory deadlines shall be in
35 writing and shall be signed by both the Medic and the Chief, or his/her designee.

37 b) Any disciplinary action taken by the Chief before the extended deadline shall be
38 considered timely. An agreement to extend the deadline does not affect a Medic's right of
39 appeal from the disciplinary action.

41 **Section 9. Hearing Examiner Provisions**

43 In order to be mutually accepted on the hearing examiners list, an individual must be
44 impartial to the ASSOCIATION and the CITY, shall be a member of the American Arbitration
45 Association (AAA), have formal training in presentation and evaluation of evidence, and have
46 experience in deciding municipal employment issues.

1
2 **Section 10. Authority of the Commission or Hearing Examiner**
3

4 If a Medic appeals a suspension to the Commission or to an Independent Third Party
5 Hearing Examiner, the Commission or the Hearing Examiner shall decide whether the specific
6 charges are true. If the charges against the Medic are found to be true, the Commission or
7 Hearing Examiner may affirm, amend, modify, or reduce the period of disciplinary suspension.
8 The Commission or Hearing Examiner may reduce an indefinite suspension to a temporary
9 suspension up to and including the date of the Commission or Hearing Examiner’s decision.
10

11 **Section 11. Procedures for Hearings before Civil Service Commission and Hearing**
12 **Examiners**
13

14 It is expressly agreed that Civil Service Commission hearings and hearings before Hearing
15 Examiners under 143.057 are informal administrative hearings and are not subject to discovery
16 or evidentiary processes. Specifically it is understood that neither the Texas Rules of Evidence
17 (TRE) nor the Texas Rules of Civil Procedure (TRCP) apply to such hearings. If the Department
18 calls a witness to testify during a hearing and that witness has given a statement to the Office of
19 Professional Conduct regarding the pending case, then the Department will provide a copy of
20 that statement to the Medic’s counsel at the time the witness is called to testify.
21

22 **Section 12. Procedures before Hearing Examiners**
23

24 In any proceeding before a Hearing Examiner, the following procedures shall be followed:
25

26 a) The Department may furnish the charge letter to the Hearing Examiner by delivering a
27 copy to the AAA far enough in advance, so that the Hearing Examiner receives the copy at least
28 five (5) days before the start of the hearing.
29

30 b) The Medic may furnish a position statement to the Hearing Examiner by delivering
31 copies to the AAA and to the Department’s legal counsel far enough in advance, so that the
32 Hearing Examiner and the Department’s legal counsel receives the copies at least five (5) days
33 before the start of the hearing.
34

35 c) At the close of the presentation of evidence, the Hearing Examiner shall conduct a
36 post-hearing conference with counsel for the Department and the Medic and advise counsel what
37 issue(s) the Hearing Examiner wants covered in post-hearing briefs. This does not preclude
38 either party from briefing anything not requested by the Hearing Examiner.
39

40 d) Failure of the AAA to meet its obligations as set out in this Subsection does not
41 jeopardize the hearing rights of either the CITY or the Medic.
42

43 **Section 13. Access to Office of Professional Conduct (OPC) File**
44

45 If a Medic appeals a disciplinary action, and provides a written request, the CITY will
46 provide to the Medic and his/her representative a copy of the unredacted OPC file within ten (10)

1 business days of receiving the request. The file remains confidential in the hands of the Medic
2 and his/her representative to the extent the release of such information is still protected from
3 public disclosure by Local Government Code Section 143.089(g) or other law. Additionally, all
4 individuals who have access by virtue of this AGREEMENT to OPC files or investigative
5 information, including the information contained within the 143.089(g) files of Medics, shall be
6 bound to the same extent as the Department and the City of Austin to comply with the
7 confidentiality provisions of this Agreement, Chapter 143 of the Texas Local Government Code,
8 and the Texas Public Information Act. All such individuals shall further be bound to the same
9 extent as the Department and the City of Austin to respect the rights of individual Medics under
10 the Texas Constitution and the Fourth, Fifth, and Fourteenth Amendments to the U.S.
11 Constitution, including not revealing information contained in a compelled statement protected
12 by the doctrine set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), and *Spevack v. Klein*,
13 385 U.S. 511 (1967). The Medic and his/her representative shall not be provided information
14 contained within an OPC file that is made confidential by a law other than Chapter 143 of the
15 Texas Local Government Code, such as records concerning juveniles, sexual assault victims, and
16 individuals who have tested positive for HIV, or is evidence in a pending criminal investigation.

17
18 **Section 14. Definition of Day**

19
20 In this Article “day” means normally scheduled work day. For example, for a 40 hour
21 employee a day means 8 hours. For a 42 or 48 hour employee, a day means 12 hours. Days of
22 suspension need not be consecutive. Thus, for example, a suspension of three days or less for a
23 48 hour employee can be served non-consecutively over three 12 hour shifts. However, in no
24 case can the Chief impose an involuntary disciplinary suspension that covers a total time period
25 exceeding 15 calendar days. Agreed to temporary suspensions covering a period of 16-90
26 calendar days will be subject to the requirements of Section 3 of this Article.

27
28 **Section 15. Effect of Contract Expiration**

29
30 The provisions of this Agreement shall remain in full force and effect after expiration of this
31 Agreement as to:

- 32
33 a) Any investigation assigned a Case Number by the Office of Professional Conduct prior to
34 the expiration of this Agreement;
35
36 b) Any disciplinary decision by the Chief prior to the expiration of this Agreement; or
37
38 c) Any appeals of such disciplinary action.
39
40

41 **ARTICLE 17**
42 **SAVINGS CLAUSE**

43
44 **Section 1. Effect of Illegal Provision**
45

1 If any provision of this Agreement is subsequently declared by legislative or judicial
2 authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other
3 provisions of this Agreement shall remain in full force and effect for the duration of this
4 Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.
5 However, if the parties are unable to agree within thirty (30) days following commencement of
6 the initial meeting, then the matter shall be postponed until meet and confer negotiations are
7 resumed.
8
9

10 **ARTICLE 18**

11 **SIGNIFICANT SCHEDULE CHANGES**

12

13 **Section 1. Definitions**

14

15 In this Article:

16
17 a) The term “Special Event(s)” means the following listed events only:

- 18 ❖ Mardi Gras
- 19 ❖ South by Southwest
- 20 ❖ Texas Relays
- 21 ❖ Halloween
- 22 ❖ F-1 Race
- 23

24
25 b) The term “significant schedule change” means a change to a Medic’s regularly assigned
26 duty-hours or days off initiated or approved by the Chief or his / her designee.
27

28 **Section 2. Advance Notice of Significant Schedule Change**

29

30 a) It is recognized that Command Staff, through the authority of the Chief, retains the right
31 to adjust work schedules, days off, and other similar conditions of employment within the
32 Department.
33

34 b) Except for normal shift rotations, for significant schedule changes that are determined far
35 enough in advance, the Department will provide a twenty-eight (28) calendar-day notice to the
36 affected employee. Advance notice of the assignment change may be waived by the Chief or his
37 designee, if prior notice is not in the best interest of the Department or in any emergency
38 situations. Advance notice of the assignment change may be waived by the employee. In the
39 event of special hardship, an affected employee may appeal to the Chief for consideration of
40 temporary scheduling or other adjustments to reduce or address personal hardships. The final
41 decision to implement any schedule change, with or without notice, shall be retained by the
42 Chief and is not subject to the grievance procedure set out in this Agreement.
43

44 **Section 3. Advance Notice of Significant Schedule Changes for Special Events**

45

46 a) A Medic subjected to a significant schedule change to perform duties at a Special Event

1 will be provided a twenty-eight (28) calendar-day notice of the schedule change. If such notice
2 is not possible, the Medic will be granted 24 hours of Administrative Leave. Failure to utilize
3 any part of these hours by December 31st of the year accrued will result in forfeiture of the accrued
4 Administrative Leave hours.

5
6 b) When the ASSOCIATION President knows or should know of the Department’s failure
7 to provide advance notice as required by this Section, the ASSOCIATION President shall
8 promptly notify the Chief or his / her designee and the Labor Relations Office.

9
10 c) This Section shall not apply to:

11
12 (1) A significant schedule change caused, less than twenty-eight (28) days prior to the
13 Special Event, by the need to back-fill for a Medic who had previously received the advanced
14 notice, or who was otherwise scheduled for that Special Event, but who is not available for the
15 assignment.

16
17 (2) A significant schedule change caused, less than twenty-eight (28) days prior to the
18 Special Event, by an unforeseen change in the schedule or scope of the Special Event.

19
20 **Section 4. List of Special Events**

21
22 By agreement of the ASSOCIATION President and the City Manager, the list of special
23 events may be changed during the life of this Agreement.

24
25
26
27 **ARTICLE 19**
28 **AGREEMENT GRIEVANCE PROCEDURE**

29
30 **Section 1. Goals and Objectives**

31
32 The parties agree that they share the interest of resolving disputes with minimum
33 confrontation. To this end, the parties will attempt to insure that disputes are identified and
34 resolved through a process committed to mutual respect, open communication, and joint problem
35 solving, and to informally resolve grievances where possible both prior to their filing and prior to
36 arbitration.

37
38 **Section 2. Nature of Grievances**

39
40 As used in this Article, a “grievance” is defined as any dispute, claim, or complaint involving
41 the interpretation, application, or alleged violation of any provision of this Agreement. A
42 grievance may be filed under this procedure by the ASSOCIATION or by any individual Medic
43 to whom this Agreement applies. A grievance which does not relate to the application and/or
44 interpretation of any provision of this Agreement shall be processed in accordance with a
45 procedure to be established in writing by the Chief. Grievances pending as of the effective date

1 of this Agreement shall be processed under procedures in effect prior to the Agreement. Pending
2 shall mean that the written grievance has been filed.

3 4 **Section 3. Timelines**

5
6 Any timeline or deadline provided in this Article may be extended by mutual written
7 agreement of the parties involved at the particular step of the process where the timeline applies.
8 If any timeline or deadline for a decision is missed by the CITY, the grievance automatically
9 proceeds to the next step in the process. If any timeline or deadline for a decision is missed by
10 the ASSOCIATION, the grievance is considered to be resolved and dismissed.

11 12 **Section 4. Steps of Grievance Procedure**

13
14 The steps of this grievance procedure are as follows:

15 16 **Step 1**

17 18 a) Filing of Grievance

19
20 As used in this Article, a “grievant” means the ASSOCIATION President or an aggrieved
21 Medic to whom this Agreement applies. A grievant who desires to file a grievance under this
22 procedure must file his/her grievance with the Association Grievance Committee. A copy of the
23 grievance shall be forwarded to the Chief, or designee, by the Association Grievance Committee
24 within three (3) business days after receipt of the grievance.

25 26 b) Response by Association Grievance Committee

27
28 The Association Grievance Committee shall determine, in its sole discretion, if a valid
29 grievance exists. If the Association Grievance Committee determines that the grievance is valid,
30 the grievance shall proceed to Step 2 of this procedure. If the Association Grievance Committee
31 determines that the grievance is not valid, the ASSOCIATION President will notify the Chief
32 that no further proceedings are necessary.

33 34 **Step 2**

35
36 Any grievance found to be valid by the Association Grievance Committee shall be submitted
37 to the Chief within forty-five (45) business days after the grievant knew of or should have known
38 of the facts or event(s) giving rise to the grievance. Each grievance shall be submitted on a form
39 agreed to by the parties and must include:

- 40
41 a) A brief statement of the grievance and the facts or events upon which it is based,
42 including the date when the grievant discovered such facts or events;
43
44 b) The section(s) of the Agreement alleged to have been violated;
45
46 c) The steps taken, if any, by the grievant to resolve the issue; and

1
2 d) A proposed resolution of the grievance.
3

4 A grievance submitted in substantial compliance with this section shall not be denied on the
5 basis of form. Within fifteen (15) business days after receipt of the Step 2 grievance, the Chief
6 shall submit a written response to the Association Grievance Committee.
7

8 **Step 3**

9

10 If a grievance is not resolved at Step 2 , the ASSOCIATION may within fifteen (15) business
11 days after receipt of the Chief's Step 2 response, submit the grievance to arbitration in
12 accordance with the provisions of this Agreement. The grievance arbitration procedure shall be
13 implemented by the ASSOCIATION notifying the Chief in writing of its intent to submit the
14 grievance to arbitration.
15

16 **Step 4**

17

18 The arbitration hearing will be scheduled by agreement at the earliest date possible,
19 preferably within thirty (30) business days after submitting the grievance to arbitration. The
20 arbitrator will be selected as agreed or under the AAA process.
21

22 The hearing shall be held at a location which is convenient for all parties and the arbitrator
23 and shall be conducted informally, without strict evidentiary or procedural rules. Unless
24 otherwise mutually agreed, the submission to the arbitrator shall be based on the written
25 grievance statement submitted by the Association Grievance Committee at Step 2. The arbitrator
26 shall consider and decide only the issue(s) in the grievance statement or submitted in writing by
27 agreement of the parties. The hearing shall be concluded as expeditiously as possible and the
28 arbitrator's written decision shall be provided to both parties within thirty (30) calendar days
29 after close of the hearing, unless the parties mutually agree otherwise
30

31 The parties specifically agree that the arbitrator's authority shall be strictly limited to
32 interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have
33 authority to modify the agreement or create additional provisions not included in the Agreement.
34 The parties agree that neither the CITY nor the ASSOCIATION shall have *ex parte*
35 communications with the arbitrator concerning any matter involved in the grievance submitted to
36 the arbitrator.
37

38 Each party shall be responsible for its own expenses in preparing for and representing itself
39 at arbitration. The fees of the arbitrator shall be borne by the losing party. In the event of a
40 composite decision, the arbitrator shall determine the portion of such cost to be borne by each
41 party. The written decision of the arbitrator may be appealed only on the grounds that the
42 arbitrator was without jurisdiction or exceeded his jurisdiction; that the decision was procured by
43 fraud, collusion, or other unlawful means; or that the arbitrator's decision is based upon a clear
44 and manifest error of law.
45

46 **Section 5. Election of Remedies**

1
2 It is specifically and expressly understood that filing a grievance under this Article, which
3 has as its last step final and binding arbitration, constitutes an election of remedies.
4

5 **Section 6. Statutory Appeals and Hearings**
6

7 Except as specifically provided in this Agreement, all statutory rights of appeal to the Civil
8 Service Commission or Hearing Examiner, including disciplinary matters, promotional bypasses,
9 and demotions will be governed by Chapter 143 and are not subject to this contract grievance
10 procedure.
11
12

13 **ARTICLE 20**
14 **MANAGEMENT RIGHTS**
15

16 Subject to the terms and conditions of this Agreement, the CITY retains all inherent rights to
17 manage the Department and its work force which it presently enjoys, subject to applicable
18 federal and state statutes and local ordinances, resolutions, and rules, except as specifically
19 provided in this Agreement. These rights include, but are not limited to: direction of the work
20 force, including but not limited to, the right to hire; the right to discipline or discharge; the right
21 to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make
22 rules and regulations governing conduct and safety; the right to determine schedules of work
23 together with the right to determine the methods, processes and manner of performing work; the
24 determination of the size of the work force, and the assignment of work to employees within the
25 Department, including the right to transfer employees; the determination of policy affecting the
26 selection of new employees; the right to establish the services and programs provided by the
27 Department, including the nature and level of such services and programs, as well as the type and
28 quantity of resources allocated; the right to establish work performance measurement and
29 standards; and the right to implement programs to increase the cost effectiveness of departmental
30 operations.
31
32

33 **ARTICLE 21**
34 **WORK FURLOUGHS**
35

36 It is expressly agreed and understood that during the term of this Agreement, Medics covered
37 by this Agreement shall be exempt from any mandatory employee work furlough or other unpaid
38 leave plan implemented by the CITY for the purpose of reducing base wages paid to employees
39 by reducing an employee's normal work hours. This Article does not apply to disciplinary
40 actions.
41

42 This Article may be altered by agreement between the City Manager and the President of the
43 ASSOCIATION.
44
45
46

1 **ARTICLE 22**
2 **CONSOLIDATION OR MERGER WITH OTHER ENTITIES**
3

4 If the CITY proposes to merge the Austin Fire Department with the Austin-Travis County
5 Emergency Medical Services Department during the life of this Agreement, the parties agree that
6 the ASSOCIATION will be provided advance notice of such merger. Prior to the merger, the
7 parties shall meet and confer on issues applicable to and directly resulting from the proposed
8 merger.
9

10 **ARTICLE 23**
11 **TERM OF AGREEMENT**
12

13
14 **Section 1. Term of Agreement**
15

16 a) This Agreement shall be effective as of the date it is ratified by the City Council, except
17 as to any provisions herein specifically made effective on any other date. It shall remain in full
18 force and effect, subject to the provisions of this Agreement, until September 30, 2017.
19

20 b) The provisions of this Agreement do not apply to any Medic who separates from CITY
21 employment before the effective date of this Agreement or before the effective date of any
22 specific provisions hereof.
23

24 **Section 2. Continuation during Negotiations**
25

26 If the parties are engaged in negotiations for a successor Agreement at the time this
27 Agreement expires, the ASSOCIATION'S and the CITY'S negotiating teams shall have the
28 authority to extend this Agreement in thirty (30) calendar day increments by mutual written
29 agreement, during any period of good faith negotiations after such termination date, not to
30 exceed a total of six (6) months.
31

32 **Section 3. Effect of Termination**
33

34 In the event that a successor Agreement has not been ratified before the expiration date of
35 this Agreement (the expiration date of September 30, 2017), all provisions of this Agreement,
36 both economic and non-economic, shall expire and no longer be in full force and effect, except
37 as to specific Articles or Sections hereof which provide that some or all of their terms will
38 continue beyond expiration of this Agreement.
39

40 **Section 4. Funding Obligations**
41

42 The CITY presently intends to continue this Agreement each fiscal year through its term, to
43 pay all payments due, and to fully and promptly perform all of the obligations of the CITY under
44 this Agreement. All obligations of the CITY shall be paid only out of current revenues or any
45 other funds lawfully available therefore and appropriated for such purpose by the City Council,
46 in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the

1 City of Austin cannot meet its funding obligations, as provided in the State Constitution, this
2 entire Agreement becomes null and void.

3
4
5 **ARTICLE 24**
6 **NOTICES**

7
8 **Section 1. Association Notices**

9
10 Notices the ASSOCIATION is required to provide to the CITY under this Agreement or
11 Chapter 143, unless specifically noted otherwise, will be provided in writing to the office of the
12 Chief, the Labor Relations Office and the designated representative of the City Attorney's
13 Office.

14
15 **Section 2. City Notices**

16
17 Notices the CITY is required to provide to the ASSOCIATION under this Agreement or
18 Chapter 143, unless specifically noted otherwise, will be provided in writing to the
19 ASSOCIATION President's office and the ASSOCIATION'S designated attorney.

20
21 **Section 3. Designation of Notice Recipients**

22
23 Within 10 calendar days after the effective date of this Agreement, both parties will provide
24 the other written notice of the correct mailing and e-mail addresses of its designated recipients.

25
26 **Section 4. Timeliness of Mail Notice**

27
28 A notice provided by mail will be deemed timely if addressed to the correct mailing
29 addresses for the CITY or the ASSOCIATION and postmarked no later than the date such notice
30 is due.

31
32 **Section 5. Adequacy of Email Notice**

33
34 Use of email communications under this paragraph shall be preceded by confirmed
35 exchanges at the outset of the Agreement, from the sending to receiving servers, prior to using
36 the email option for notices under this section. Each party agrees to provide notice of any
37 change in email addresses of any designated recipient following the initial exchange of emails.
38 In recognition of the fact that email systems are dependent on a number of technical factors, the
39 parties agree to confirm the receipt of email notices by sending a "read receipt" to the other party
40 or sending a brief acknowledgment of receipt. A notice sent by e-mail will be deemed timely if
41 addressed to the correct e-mail addresses for the CITY or the ASSOCIATION and sent by 4:59
42 p.m. on the due date.

43
44 **Section 6. Notice of Address Changes**

1 Notice of any changes of address or e-mail address must be provided in writing to the other
2 party within 7 calendar days of the change.

3

4

5