

# COLLECTIVE BARGAINING AGREEMENT

by and between

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The City of Laredo, Texas



and

Laredo Fire Fighters Association,  
Local 872



**October 1, 2018 to September 30, 2022**

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# **Laredo Fire Fighters Association, Local 872**

## **Executive Board**

Rolando "Roli" Solis - President

Aidan Alvarado - 1<sup>st</sup> Vice President

Carlos Lozano - 2<sup>nd</sup> Vice President

Gerardo Tovar - Treasurer

Alberto Chapa - Secretary

John Eric Flores - 3<sup>rd</sup> Year Trustee

Gerardo Lopez - 2<sup>nd</sup> Year Trustee

Joel Sandoval - 1<sup>st</sup> year Trustee

Carlos Pedraza - Sergeant at Arms

## **Negotiation Team**

Abraham Garza

Anthony Randall Manning

David Gonzalez



## **ARTICLE 1**

### **PREAMBLE**

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Laredo, a municipal corporation domiciled in the State of Texas, hereinafter referred to as the "Employer" and the "City," and Laredo Fire Fighters Association, Local 872, hereinafter referred to as the "Association."

The City and Association agree that the establishment of fair and reasonable compensation and other conditions of employment is a primary purpose of this Agreement as well as the promotion of harmonious relationships between the City and the Association.

This Agreement has been negotiated through the collective bargaining process with the objective of serving the aforementioned purpose and with the further objective of fostering effective cooperation between the City and its Firefighters.

Therefore, in consideration of mutual promises and Agreements contained herein, the parties agree as stipulated in the Articles that follow.

## **ARTICLE 2**

### **INTENT AND PURPOSE**

It is the general purpose of the Agreement to promote the mutual interests of both the Employer and its Employees; to provide for equitable and peaceful resolution of differences which may arise; to establish proper standards of wages, hours, and other conditions of employment; and to ensure the orderly operation of the Laredo Fire Department for the health, safety and welfare of the citizens of Laredo, Texas, and its firefighters within the incorporated City limits.

## ARTICLE 3

### DEFINITIONS

- 3.1** "Agreement" means the collective bargaining contract executed by and between the City of Laredo, a municipal corporation and the Laredo Fire Fighters Association, Local 872, for the period beginning October 1, 2018, and ending September 30, 2022.
- 3.2** "Ambulance Rotation" means those certified to operate in the State of Texas as a paramedic who are assigned to the ambulance rotation as reflected on the official roster.
- 3.3** "Assignment Pay" means pay granted to a firefighter by the Fire Chief as specified in Article 16.
- 3.4** "Association" means the labor organization to which the Laredo firefighters belong and participate in and which exists for the purpose, in whole or in part, of dealing with the City of Laredo.
- 3.5** "Bargaining Unit" means all classified members of the Laredo Fire Department, excluding the Chief.
- 3.6** "Base Pay" means regular rate of pay exclusive of any other category of pay.
- 3.7** "Business Day" means the part of a day during which most businesses are operating usually, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City holidays.
- 3.8** "Certification Pay" means the pay granted to firefighters who meet the requirements for certification set by the Commission of Fire Protection Personnel Standards and Education and the Texas Department of Health, as specified in Article 16.1.
- 3.9** "Chapter 143 TLGC" means Chapter 143 of the Texas Local Government Code.
- 3.10** "Chief" means the Fire Chief of the Fire Department of the City of Laredo.
- 3.11** "City" means the City of Laredo, a Texas municipal corporation.
- 3.12** "City Manager" means the City Manager of the City of Laredo.
- 3.13** "Class A Uniform" means dress blues for honor guard and special events when the Fire Chief requires dress uniform.
- 3.14** "Class C Uniform" means daily working uniform as described in Article 18.4.
- 3.15** "Classified Services" means Civil Service as defined in Chapter 143 of the Texas Local Government Code.
- 3.16** "Collective Bargaining Team" means the individuals appointed in writing by the City Manager or by the Association Executive Board to represent their respective parties in collective bargaining negotiations, also referred to as the Association Negotiation Committee.

- 3.17** "Commission" means the Firefighters' and Police Officers' Civil Service Commission of the City of Laredo as set forth in Chapter 143, Texas Local Government Code.
- 3.18** "Day" means 8 hours for Fire Administration Employee and 12 hours for Fire Suppression.
- 3.19** "DNR" means Did Not Report.
- 3.20** "Education Benefits" means the incentive pay for firefighters who successfully complete courses at an accredited college or university, as specified in Article 16.1.
- 3.21** "Effective Date of this Agreement" means the date when the Agreement is signed by both parties.
- 3.22** "Employee" means any certified, full-time firefighter of the City with the exception of the Fire Chief.
- 3.23** "Employer" means the municipality that is, the City of Laredo, the political entity which is required to establish the wages, salaries, rate of pay, hours, working conditions, and other terms and conditions of employment of public employees.
- 3.24** "Fire Administration Employee" means an Employee who works a forty (40) hour workweek.
- 3.25** "Firefighter" means an Employee of the Fire Department who was appointed in compliance with Chapter 143 of the Texas Local Government Code or who is entitled to civil service status.
- 3.26** "Firefighter Cadet" or "Cadet" means a ~~member~~ Employee of the Laredo Fire Department who has not graduated from the Laredo Fire Department Training Academy.
- 3.27** "Fire Suppression Force Employees" means those Employees that work an average of 112 hours bi-weekly and are ready for duty to fight fires.
- 3.28** "Graduation" means upon successful completion and certification of: (1) Emergency Medical Technician, (2) Paramedic, and (3) State of Texas Fire Commission Certification.
- 3.29** "Grievance" means any and all disputes arising under the Grievance Procedure in Article 37 of this Agreement.
- 3.30** "Immediate family" means father, mother, grandparents, great grandparents, spouse, natural or legally adopted son or daughter, step-son, step-daughter, sister, brother, legal guardian or grandchildren of either the Employee or spouse.
- 3.31** "Injury Leave" means injury or line of duty illness arising from the employee's employment and/or occurring during the employee's work and for which the employee is statutorily entitled to receive compensation.



**3.32** "Laredo Fire Department Training Academy" means the City of Laredo's accredited program for 1. Emergency Medical Technician, 2. Paramedic, and 3. The State of Texas Fire Commission certification for all firefighters. "

**3.33** "Maintenance" means the upkeep of property or equipment.

**3.34** "Management" means the City Manager or his designee and the Fire Chief or his designee.

**3.35** "Medical Director" means the physician licensed to practice medicine in the United States who oversees City of Laredo EMS protocol.

**3.36** "Member of the Bargaining Unit" means any Employee who is a member of the classified service of the Fire Department, whether or not such Employees are members of the Association.

**3.37** "Officer" or "Supervisor" means a firefighter who holds the rank of Acting Captain or above.

**3.38** "Paramedic" and "Certified/Licensed Paramedic" means a firefighter who works in a health field in an auxiliary capacity to a physician, while working for the Fire Department and who continues with class hours and testing to keep his or her certification by the Texas Department of State Health Services and in accordance with Article 16.2 of this Agreement.

**3.39** "Regular Rate of Pay for Calculation of Overtime" means base pay plus all assignment, certification, and educational pay.

**3.40** "Residence" means the place where a firefighter resides and which is within the limits of Webb County.

**3.41** "Required to Work" as utilized in Section 17.1 means any situation determined by management, whereas, "Asked to work" as utilized in Section 17.2 means any situation in which the final decision rests with the Employee.

**3.42** "Separated" means that an Employee has been terminated either voluntary or involuntary except for retirement or death.



## ARTICLE 4

### RECOGNITION OF NEGOTIATING AUTHORITIES

**4.1** The City recognizes the Association or its appointed representatives who are designated in writing as the sole and exclusive bargaining authority for the Fire Department employees (except for the Fire Chief) who are in the classified service as defined in Chapter 143 of the Texas Local Government Code.

**4.2** The Association recognizes the City Manager or his appointed designees who are designated in writing as the authorized representative of the Employer for the purposes of collective bargaining. The City Manager shall have the authority to execute an agreement on behalf of the City upon being directed by official action of the City Council.

**4.3** Where the City elects to enter into an intergovernmental contract with the County of Webb or any other governmental entity or political subdivision of the State of Texas, it will include one association representative who may provide opinions and voice issues in an advisory capacity during the negotiation process.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

**5.1** The Association agrees that it shall not interfere with, coerce, or intimidate any Employee into joining the Association. The Association recognizes that no Employee is required to join the Association, but each Employee has the right to choose of his/her own free will as to whether or not he/she will or will not join the Association.

**5.2** In accordance with applicable law, neither the City nor the Association shall discriminate against any Employees covered by this Agreement because of race, sex, color, religion, mental or physical disability, national origin, age, or any other characteristic protected by law.

**5.3** The Employer shall not harass, discriminate or retaliate against any Employee for his/her activity on behalf of, or membership in the Association. As used herein, the term activity will include but not be limited to, filing grievances, participating in arbitration hearings, hearings before the City of Laredo Fire Fighters' and Police Officers' Civil Service Commission, or other legal proceedings, or participation in political activities.

## ARTICLE 6

### THE RIGHTS OF MANAGEMENT

**6.1** Except as otherwise specifically provided in this Agreement, the Association recognizes that the City has the sole and exclusive right to exercise all rights or functions of management.

**6.2** The exercise of the rights of management will be consistent with the overall goals and objectives of the City and of the Laredo Fire Department. The below enumerated rights of management are not all-inclusive but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly provided in the Agreement. Without limiting the generality of the foregoing, as used herein the term "Rights of Management" includes:

- a. Directing the work of all Fire Department Employees to include the scheduling of regular and overtime work, and the modification of work schedules;
- b. Hiring, promoting, demoting, transferring, assigning, and retaining Employees in positions within the City, subject to the provisions of Chapter 143 of the Texas Local Government Code;
- c. Suspending or discharging Employees for just cause subject to Chapter 143 of the Texas Local Government Code;
- d. Maintaining the efficiency of governmental operations and determining Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- e. Relieving Employees from duties because of lack of work, subject to Chapter 143 of the Texas Local Government Code;
- f. Utilizing the Fire Department in emergency situations to protect life and property in any natural disaster or conflagration;
- g. Determining the methods, processes, means, and personnel by which operations are to be carried out;
- h. Determining the safety, health, and property protection measures for the Fire Department;
- i. Selecting, promoting, or transferring firefighters to supervisory or other positions subject to the provisions of Chapter 143, Texas Local Government Code;
- j. Determining policy affecting the selection or training of firefighters;
- k. Establishing, modifying, and enforcing of Fire Department rules, regulations and orders;

- l. Transferring work from one position to another within the Classified Service of the Fire Department subject to the provisions of Chapter 143, Texas Local Government Code;
- m. Determining the rank and number of firefighters within each rank in accordance with the provisions of Chapter 143, Texas Local Government Code;
- n. Transferring firefighters from one house, district, or division to another;
- o. Scheduling operations and determining the number and duration of hours of assigned duty per week pursuant to Article 10, "Duty Hours";
- p. Establishing classifications, job descriptions, and the standards that provide the basis for assignment and recruitment of personnel; and
- q. Exercising the right to use civilians in the Fire Department to perform duties that do not require a certified firefighter and do not replace positions or duties currently being held or performed by certified firefighters except as mutually agreed to by the City and the Association.

**6.3** The foregoing rights lie exclusively in the Employer. Nothing in this Article circumvents or changes Chapter 143, unless specifically expressed elsewhere in this Agreement. Except as otherwise specifically provided in this Agreement, the Employer, acting through the City Manager and Fire Chief, shall retain all rights and authority which by law are their responsibility to enforce.

**6.4** No management rights as herein set forth, shall be exercised in an arbitrary or capricious manner.

**6.5** In matters not specifically covered by language within this Agreement, the City shall have the clear right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure.



## ARTICLE 7

### MANAGEMENT ORGANIZATION

**7.1** The Fire Chief shall have the full authority to exercise the rights of management pursuant to Article 6.

**7.2** The Laredo Fire Department shall have one (1) appointed Assistant Fire Chief, two (2) tested Deputy Fire Chiefs, one (1) tested Fire Marshall and one (1) appointed Deputy Fire Chief.

**7.3** The Fire Chief shall have the sole discretion to appoint an Employee of the Laredo Fire department to the position of Assistant Fire Chief and to demote that appointee. The Assistant Fire Chief must have a minimum classification of Captain and a minimum of ten (10) years of fire service experience. In the event of removal, the Assistant Fire Chief shall be reinstated to the tested classification, or its equivalent, that the person held before appointment to Assistant Fire Chief.

Appointments and removals shall not be appealable or referable to the grievance committee, to the Civil Service Commission or to any other entity.

**7.4** The Fire Chief shall have the sole discretion to appoint and demote an Employee of the Laredo Fire Department to one (1) position of Deputy Fire Chief and to demote that appointee. The Deputy Fire Chief must have a minimum classification of Captain and a minimum of ten (10) years of fire service experience. In the event of removal, the appointed Deputy Fire Chief shall be reinstated to the tested classification, or its equivalent, that the person held before appointment to Deputy Fire Chief. Appointments and removals shall not be appealable or referable to the grievance committee, to the Civil Service Commission or to any other entity.



## **ARTICLE 8**

### **DUTIES**

**8.1** Firefighters shall only be assigned to perform duties related to firefighting, fire prevention, rescue, emergency medical service, salvage, overhaul work, and maintenance of firefighting equipment, apparatus, buildings, and the fire stations' grounds (cleaning and mowing), or any other related work. Tire changes on vehicles other than automobiles, pick-up trucks, vans and sport utility vehicles will not be included as a duty of firefighters. Employer shall provide the training and special equipment in accordance with Article 11.2 necessary to maintain all firefighting equipment, including all vehicles, "ready for duty" status. However, if circumstances dictate the need for contracting for tire change service, the District Chief responsible for his or her respective vehicles has the discretion to obtain such service. Painting and weed maintenance around fire hydrants will not be the duties of firefighters.

**8.2** All special details not corresponding to the above-mentioned duties shall be paid at the rate of time and a half.

**8.3** Duties of the Assistant Driver include the responsibility to drive, except that if an Assistant Driver is required to drive more than six (6) months, in a calendar year he/she shall receive acting pay as a driver, as long as he/she continues to drive.

**8.4** All members of the Fire Department must have their current home and off-duty work address and telephone number registered with the Fire Chief. If changes occur, the Fire Chief or his/her designee must be notified within five (5) business days of the change.

**8.5** Injury, illness, or death occurring during work hours are presumptively work related. Said injury, illness, or death include incidents arising from duties at the direction of a supervisor and/or for the benefit of the city.

## **ARTICLE 9**

### **TIME OFF TO VOTE**

**9.1** On election day, an Employee whose duty hours preclude him or her from exercising his or her right to vote in any local, state or federal election shall be granted up to two (2) hours off without loss of pay for the express purpose of voting. The time off to vote shall be taken at the hours specified by the Chief, so that the time off does not unduly interfere with the regular work shift of the Employee.

**9.2** Employees shall be allowed to participate in early voting while on duty at hours specified by the Chief, in their respective apparatus at the closest early voting site.

## ARTICLE 10

### DUTY HOURS

**10.1** Every firefighter and fire investigator, who is a member of the fire suppression force shall be required to work the following work schedule:

- a. A 24-hour work shift; followed by,
- b. A 48-hour rest period; then repeating itself, except when changing from one shift to another.

The 24-hour work shift and workday shall begin at 8:00 a.m. unless a firefighter is otherwise directed by management or by federal law.

**10.2** Firefighters not assigned to the fire suppression force shall observe a workweek of forty (40) hours that shall be scheduled in the most efficient and economical manner by the Fire Chief.

**10.3** For the purpose of preventing a DNR, two (2) emergency exchanges per contract year shall be allowed for all Employees who work at the same fire station, subject to the approval of that Fire Station's district chief or captain if there is no district chief at that station. These exchanges shall be for maximum of four (4) hours each. Employees requesting emergency exchanges must make such requests prior to 8:00 a.m., on the day requested for exchange and provided that the person filling in as part of the exchange is qualified to perform the duties for the person requesting the exchange, and that such exchange will not disrupt normal Fire Department operations.

**10.4** Firefighters may be granted up to five (5) exchanges per month upon the approval of the Fire Station's district chief, captain, or acting captain. Further, provided that the person filling in as part of the exchange is qualified to perform the duties for the person requesting the exchange, and that such exchange will not disrupt normal Fire Department operations. Shift exchanges will be paid back hour for hour, date of payback must be stated on work exchange form but may be changed as needed and agreed upon by the employees.

**10.5** "Ready for Duty". All members of the classified service who fail to report for duty at their designated time shall be considered to not have reported for their shift. They shall not be allowed to remain or return to duty and shall not receive any pay or benefits for the time period specified in Article 10.6. For the purposes of Sections 10.5 and 10.6 only, both parties waive their rights and obligations imposed by Chapter 143 of the Texas Local Government Code.

**10.6** Any tardiness will be classified as a DNR (Did Not Report) for duty at 8:00 a.m., and the member will be charged with absence without leave unless otherwise determined by the Chief. The Chief will

have up to thirty (30) days to charge the member under this Section. Further,

- a. A first DNR will warrant a 12-hour suspension (1 calendar day). In cases where the first DNR is less than fifteen (15) minutes and a member has gone twelve (12) months without a DNR, the 12-hour suspension will be waived, but will count as the first DNR for all subsequent DNR's received.
- b. A second DNR within the preceding twelve (12) months will warrant a 24-hour suspension (2 Calendar days)
- c. A third DNR within the preceding twelve (12) months will warrant a 48-hour suspension (4 Calendar days)
- d. A fourth DNR within the preceding twelve (12) months will warrant a 72-hour suspension (7 Calendar days)
- e. A fifth DNR within the preceding twelve (12) months will warrant a 96-hour suspension (10 Calendar days)
- f. A sixth DNR within the preceding twelve (12) months will warrant a 120-hour suspension (15 Calendar days)
- g. A seventh DNR within the preceding twelve (12) months will warrant an indefinite suspension.



## ARTICLE 11

### HEALTH AND SAFETY

**11.1** It is the desire of the Employer and the Association to maintain a high degree of health and safety standards in the Fire Department in order to eliminate as much as possible illness, injuries, and deaths.

**11.2** It is the responsibility of management to provide proper training of Employees and the safest and appropriate possible equipment, tools, apparatus, to include but not limited to bunker gear and extractors which are used to perform firefighting duties, as specified in Article 8.1.

**11.3** It is the responsibility of the Employee to perform his/her duties in the safest possible manner. In order to prevent accidents, the Employee must report any unsafe equipment or conditions to the immediate supervisor who shall in turn bring it to the attention of the District Chief and the Fire Chief. The Fire Chief shall take action to correct any unsafe conditions.

**11.4** The Employer shall upkeep a modern Fire Station Alerting System to dispatch emergency personnel to emergency calls.

**11.5** If any Employee is required to submit to a blood or urine sample pursuant to the City's Drug and Alcohol Policy, for post-accident or post injury, such Employee shall continue to work; however, will not be allowed to respond to any emergency calls or operate any machinery and/or vehicle; or may be placed on administrative leave as deemed necessary by the Fire Chief, with or without pay.

**11.6** If any Employee is required to submit to a blood or urine sample pursuant to the City's Drug and Alcohol Policy, for random drug and alcohol testing, such Employee will continue to work.

**11.7** If any Employee is reassigned from one shift to another to, from, or within Fire Suppression, the Employee shall have a minimum of 24 hours rest prior to reporting to his or her new assignment.



**ARTICLE 12**

**STAFFING OF COMPANIES**

**12.1** The City shall endeavor to maintain the following personnel levels to adequately and safely staff each company:

COMPANIES	DESIRED STRENGTH
<b>a.</b> Engines	4 Firefighters
<b>b.</b> Crash Fire & Rescue (CFR)	4 Firefighters
<b>c.</b> Aerial Ladders	4 Firefighters
<b>d.</b> Emergency Medical Services (EMS)	2 Firefighters/Emergency Medical Technicians/ Paramedics
<b>e.</b> Fire Prevention	4 Firefighters
<b>f.</b> Fire Investigation	4 Firefighters

**12.2** The City shall strive to staff any additional units that it may add during the term of this Agreement without deleting staff from active units. The City shall endeavor to call off-duty personnel to maintain any additional units needed for emergencies.

**12.3 a.** When the Chief identifies vacancies or anticipates vacancies in excess of 10 full-time Employees under the staffing levels listed below, the Chief will schedule an academy within six (6) months, subject to approval by the City Manager and City Council.

**b.** In accordance with the existing terms of this Agreement, the scheduling of the academies is at the exclusive discretion of the City.

**c.** Staffing levels will be 407 FTE's as of 2018.

**d.** If the City does not maintain staffing levels, the City will schedule and hold a Fire Academy. At least 45 days before the City permanently reduces full-time employees, the City and the Union will meet for the purpose of addressing the pension contributions.

**e.** Subject to Article 6, Rights of Management, when any additional Unit(s) and/or Company(ies) are added under this Article, the minimum full-time Employee positions will be adjusted appropriately, and the City shall maintain said number of positions.

## **ARTICLE 13**

### **RESIDENCY REQUIREMENT**

**13.1** Employees of the Fire Department shall be required to live within the County of Webb, Texas.

**13.2** All Employees are required to provide to the Fire Department their present home address and contact number(s) and shall immediately notify the Fire Chief of any change within five (5) business days.

## **ARTICLE 14**

### **PROBATIONARY PERIOD**

A person appointed to a beginning position of firefighter cadet in the Laredo Fire Department must serve a probationary period beginning on that person's date of hire and ending on that person's date of graduation. A firefighter cadet shall be allowed the maximum number of opportunities allowed by the testing agencies in use by the City to become certified as a basic firefighter, EMT and Paramedic. These certifications must be obtained within two (2) years from the date of hire and prior to graduation. This person will obtain full civil service status upon graduation. The City shall pay all expenses related to the first three (3) Paramedic exams; however, the firefighter cadet will be responsible for scheduling additional paramedic exams on their own time and at their expense. This Article will be applicable to any academy commencing after the execution of this Agreement.

## ARTICLE 15

### ANNUAL BASE PAY

**15.1** The annual base salary adjustments for Firefighter Cadets, Firefighters, Fire Assistant Drivers, Fire Drivers, Fire Captains, Fire District Chiefs, Deputy Fire Chiefs/Fire Marshal, and Assistant Fire Chief shall be as follows:

**(a)** Effective upon ratification of this Agreement and approval by City Council, the annual base pay shall be increased by one and one half-percent (1.5%), effective October 1, 2018, for all ranks as illustrated in the table below.

**(b)** Effective October 1, 2019, the annual base pay shall be increased by two and one-half percent (2.50%) for all ranks as illustrated in the table below.

**(c)** Effective October 1, 2020, the annual base pay shall be increased by three percent (3.0%) for all ranks as illustrated in the table below.

**(d)** Effective October 1, 2021, the annual base pay shall be increased by three percent (3.0%) for all ranks as illustrated in the table below.



Position	Months	Current Annual Rate	Fire Suppression Annual Base Rate			
			10/1/2018 Annual Base Rate	10/1/2019 Annual Base Rate	10/1/2020 Annual Base Rate	10/1/2021 Annual Base Rate
			1.5%	2.5%	3%	3%
Cadet	Date of Hire - Grad.	\$52,072.19	\$52,853.27	\$54,174.60	\$55,799.84	\$57,473.83
Firefighter	Date of Hire - 36	\$64,279.46	\$65,243.65	\$66,874.74	\$68,880.98	\$70,947.41
Firefighter	Over 36	\$67,158.17	\$68,165.54	\$69,869.68	\$71,965.77	\$74,124.74
Assistant Driver	All	\$72,332.59	\$73,417.58	\$75,253.02	\$77,510.61	\$79,835.93
Driver	All	\$75,846.42	\$76,984.12	\$78,908.72	\$81,275.98	\$83,714.26
Captain	0-18	\$86,398.28	\$87,694.25	\$89,886.61	\$92,583.21	\$95,360.71
Captain	19-36	\$89,563.32	\$90,906.77	\$93,179.44	\$95,974.82	\$98,854.06
Captain	Over 36	\$91,072.97	\$92,439.06	\$94,750.04	\$97,592.54	\$100,520.32
District Chief	0-30	\$101,004.75	\$102,519.82	\$105,082.82	\$108,235.30	\$111,482.36
District Chief	Over 30	\$105,571.91	\$107,155.49	\$109,834.38	\$113,129.41	\$116,523.29
Deputy / Marshal	0-30	\$118,721.36	\$120,502.18	\$123,514.73	\$127,220.17	\$131,036.78
Deputy / Marshal	Over 30	\$124,743.99	\$126,615.15	\$129,780.53	\$133,673.95	\$137,684.17
Assistant Fire Chief	All	\$137,592.30	\$139,656.18	\$143,147.58	\$147,442.01	\$151,865.27

**15.2** In addition to the annual base pay increases identified in Article 15.1, eligible firefighters who meet the next time in rank category will also be entitled to the applicable step increase.

**15.3** Base pay for members of the bargaining unit shall not be reduced during the term of this Agreement, unless otherwise stated in this Agreement.

## ARTICLE 16

### EDUCATION BENEFITS, CERTIFICATE PAY, AND ASSIGNMENT PAY

#### 16.1 Education Benefits.

- a. Subject to the approval of the Fire Chief every Firefighter shall have the privilege to take related college courses as long as he or she substitutes another Firefighter of equal rank for the duration of class time.
- b. All firefighters interested in continuing their formal education at a college or university accredited by the Southern Association of Colleges and Schools shall receive the same benefits set forth in the tuition reimbursement program that the City of Laredo offers to City employees.
- c. In addition to the reimbursement for college courses successfully passed, the Laredo Fire Department shall reimburse each firefighter fifty percent (50%) of the cost of books as supported by paid receipts.
- d. In addition to the wage rates established by this Agreement, the Employer shall pay premium pay for the successful completion of the following credit hours and degrees offered in the Fire Science Divisions of Laredo College and/or from a college or university accredited by the Southern Association of Colleges and Schools:
  - (1) Six percent (6%) of base salary per month for an Intermediate Certification as prescribed by the Texas Commission on Fire Protection Personnel Standards and Education.
  - (2) Eight percent (8%) of base salary per month for an Advanced Certification as prescribed by the Texas Commission on Fire Protection Personnel Standards and Education.
  - (3) Ten percent (10%) of base salary per month for a Master Certification as prescribed by the Texas Commission on Fire Protection Personnel Standards and Education.
- e. The employer shall pay additional pay of One Hundred Dollars (\$100.00) per month to all Firefighters through the rank of Captain with an Associate's Degree from a college or university accredited by the Southern Association of Colleges and Schools or One Hundred and Fifty Dollars (\$150.00) per month to Firefighters through the rank of Captain with a Bachelor's Degree from a college or university accredited by the Southern Association of Colleges and Schools.
- f. District Chiefs shall receive an additional eight percent (8%) pay for an Associate's Degree, or ten percent (10%) for a Bachelor's Degree.

**g.** Firefighters who voluntarily discontinue Certified/Licensed Paramedic and assignment pay will not be eligible to receive pay for either an Associate's Degree or a Bachelor's Degree.

**16.2** Assignment Pay As A Certified/Licensed Paramedic. established by this Agreement, the Employer shall provide Certified/Licensed Paramedics as follows:

In addition to the base pay provide additional pay for

- (a)** Ten percent (10%) of base salary for Certified/Licensed Paramedics assigned to an ambulance rotation, plus twenty-five dollars (\$25.00) per pay period. An additional five dollars (\$5.00) a shift (24-hours) will be paid to each Certified/Licensed Paramedic who actually rides the ambulance.
- (b)** Ten percent (10%) of base salary for Certified/Licensed Paramedic not assigned to an ambulance rotation.
- (c)** A Certified/Licensed Paramedic as defined by this Article may request to be removed from serving as a Paramedic. In such circumstance the Paramedic shall forfeit all Certified/licensed Paramedic Pay. The City reserves the right to approve or disapprove such request based on the number of Paramedics that the City determines necessary.
- (d)** The City reserves the right to determine the number of Paramedics. A Firefighter may be required to become a paramedic at such time as the Fire Chief determines the need to increase the number of Paramedics. If the Fire Chief determines that the number of Paramedics needs to be increased, then the Fire Chief may require any Cadet to become a Certified/Licensed Paramedic based on EMT scores and any other factors as determined by the City.
- (e)** Licensed Paramedics shall only comply with State Standards.
- (f)** The City shall maintain thirty (30) sets of updated versions of Paramedic books and workbooks for use by all Paramedics at the EMS Library. In addition, the City will offer an 80-hour refresher course to all re-certifying Paramedics prior to the test.

**16.3** Assignment Pay as a State Certified Arson Investigator/Inspector. The Employer shall pay additional pay to State Certified Arson Investigators or Certified Inspectors assigned by the Fire Chief to duty on the City's Fire Prevention Unit as follows:

- (a)** Eight percent (8%) of base salary.
- (b)** The City and Chief reserve the right to determine the number of Arson Investigators and/or Inspectors. All Arson Investigators must be certified, complying with all the requirements set by the Texas Commission on Fire Protection Personnel Standards and Education and the Texas Commission on Law Enforcement Officer Standards and Education.



**16.4** Assignment Pay as a State Certified Instructor. The Employer shall pay additional pay for State Certified Instructors up through the rank of District Chief assigned permanently to the Training Division by the Fire Chief as follows

(a) Eight percent (8%) of base salary.

(b) The City and Chief reserve the right to determine the number of State Certified Instructors. All instructors must be certified, complying with all requirements set by the Texas Commission of Fire Protection Personnel Standards and Education and/or the Texas Commission on Law Enforcement Officer Standards and Education.

**16.5** Assignment Pay as a State Certified Aircraft Rescue Firefighter. The Employer shall provide additional pay to State Certified Aircraft Rescue Firefighters (ARFF) through the rank of Captain as assigned by the Fire Chief to the Airport Fire Station, as follows:

(a) Assigned Certified Aircraft Rescue Firefighters shall receive One Hundred and Ninety Dollars (\$190.00) per month.

(b) The City and the Chief reserve the right to determine the number of Certified Aircraft Rescue Firefighters assigned to the City's Aircraft Rescue Unit.

**16.6** Assignment Pay as a HAZMAT Unit Firefighter. The Employer shall provide additional "HAZMAT Duty" pay to a Firefighter who meets the City Fire Department Policies and Standards as follows:

(a) Firefighters assigned to the HAZMAT unit shall receive One Hundred and Ninety Dollars (\$190.00) per month.

(b) The City and the Chief reserve the right to determine the number of firefighters needed for the HAZMAT Unit.

**16.7** Assignment Pay as a Rescue Team Firefighter. The Employer shall provide additional pay to Rescue Team Firefighters through the rank of Captain, as follow:

(a) Assigned Rescue Team Firefighters shall receive One Hundred and Ninety Dollars (\$190.00) per month.

(b) The City and the Chief reserve the right to determine the number of Rescue Team Firefighters.

**16.8** In the event that an Employee is eligible to receive Education Benefits, Certificate Pay and Assignment Pay then the Employer shall only pay for any two of the following:

**CERTIFICATE AND ASSIGNMENT PAY**

1. Associate's Degree;
2. Bachelor's Degree;
3. Certificate Intermediate;
4. Certificate Advance;
5. Certificate Master's;
6. Certified or Licensed Paramedic;
7. State Certified Arson Investigator/Inspector;
8. State Certified Instructor;
9. State Certified Aircraft Rescue Firefighter (ARFF);
10. HAZMAT unit member; and
11. Rescue Team member.



## ARTICLE 17

### ADDITIONAL HOURS

**17.1** In any situation where an Employee is required to work additional time, the Employee shall be paid for minimum of (4) hours provided that the Employee works the four (4) hours. If the Employee and Employer agree, however, that the Employee will work less than the minimum four (4) hour work period, then the Employee shall only be paid for the actual hours worked.

**17.2** In any situation when an Employee is asked to work additional time, the Employer shall specify the amount of time to be worked in accordance with a four (4) hour work period intervals. The Employee shall be paid for the full work period provided that the Employee works the full work period.

**17.3** Fire suppression personnel who work additional time, over and above the normal work shift, shall receive overtime for the time worked.

**17.4** Overtime premium shall be paid in accordance with a 24-day overtime period to all Firefighters except the exempt positions of Fire Marshall/Deputy Chief and above.

**17.5** The Fire Chief agrees to work with the union president in order to develop a fair and equitable policy for scheduling of personnel needed for overtime purposes only.

## ARTICLE 18

### UNIFORMS

**18.1** The City shall allocate Six Hundred Dollars (\$600.00) per year per member to all Fire Department personnel for the purchase of up to Six Hundred Dollars (\$600.00) worth of required uniforms as per City of Laredo specifications.

Furthermore, the City shall provide Five Hundred Dollars (\$500.00) gross per year per member, with Two Hundred and Fifty Dollars (\$250.00) payable in the first paycheck in June and Two Hundred and Fifty Dollars (\$250.00) in the first paycheck in December of each year for all Fire Department personnel for the upkeep and maintenance of said uniforms. When an Employee needs to replace any part of the uniform or uniforms under normal wear, the Employee shall report this to the Chief who shall then authorize the purchase of the needed garment or garments out of this uniform allocation. Furthermore, the City agrees to replace any part of the uniform or uniforms that are damaged or lost during the performance of Employee's duties, upon confirmation by the Fire Chief. It shall be the responsibility of each member of the Fire Department to maintain uniforms in presentable condition at all times. The City assures each Employee that all uniform articles that the Employee orders, if not delivered by the end of the fiscal year, shall be encumbered by purchase order.

**18.2** The City shall provide the best quality available for firefighting apparel to all members of the bargaining unit, in no case to be less than that prescribed by National Fire Protection Association (NFPA) and National Bureau of Standards (NBS). Firefighting apparel shall consist of bunker coat, bunker pants, helmet, chin strap, shield, suspenders, gloves, boots and hoods. Acceptable reason for replacement shall be damage occurring during the performance of duties. The Fire Chief shall determine if the garment shall be repaired or replaced. The Employee shall be required to turn in replaced garments to the Fire Chief. The Employee shall be held responsible for the care and cleaning of firefighting apparel and for giving immediate notice to the Fire Chief of any lost or damaged apparel, and the City shall immediately replace and/or repair any lost or damaged items.

**18.3** The Fire Chief may require that the dress Class "A" uniform be worn by all members of the Fire Department on special occasions, such as national holidays, parades, ceremonies, visits to the Department by dignitaries and/or formal inspections provided that these uniforms are issued by the City. Failure of any Employee to have the dress uniforms and/or work uniforms in good condition, if issued, shall be grounds for disciplinary action. Use of any part of the uniform for outside employment is expressly prohibited.

**18.4** The official Class "C" uniform consists of the following:

- |                        |                     |                                     |
|------------------------|---------------------|-------------------------------------|
| a. blue serge cap      | g. windbreaker      | m. one flashlight                   |
| b. baseball type cap   | h. heavy jacket     | n. one multipurpose tool            |
| c. Shirt               | i. shoulder patches | o. one blue carry bag with patch    |
| d. Pants               | j. badges           | p. rain gear                        |
| e. Belt                | k. monograms        | q. official blue Fire Dept. t-shirt |
| f. work boots or shoes | l. polo shirt       | r. any Class "A" uniform article    |

**18.5** The Fire Chief shall have the discretion to determine when to wear a polo shirt as an allowed Class "C" uniform item.

**18.6** In addition to the City's normal bidding process, the City shall submit three (3) separate bid categories: (1) Uniforms; (2) Footwear; and (3) Tools/Accessories.

**ARTICLE 19**

**LONGEVITY PAY**

Every Employee in the bargaining unit shall be paid Five Dollars (\$5.00) per month for every year of service he/she has been employed as a member of the Laredo Fire Department.



## ARTICLE 20

### PROMOTIONS

**20.1** All promotional procedures shall comply with Chapter 143 of the Texas Local Government Code, unless otherwise specified in this Agreement.

**20.2** In the event that a court or Civil Service Commission proceeding is initiated by an Employee who lacks sufficient time served in his/her rank for promotion to the next rank, the eligibility time for all members of that same rank will freeze for test purposes only upon the filing of that claim, and will resume upon the date the promotional exam for that rank is given.

**20.3** In addition, the Fire Chief shall require every Employee to successfully complete necessary training applicable to each respective position. The purpose of the training is to enhance competency for the position, however, the completion of the training shall not affect the Employee's status or place on the promotional examination list. The effective date of promotion shall be determined by the successful completion of training.

**20.4** The final promotional eligibility list will be defined as the list generated after the initial appeals hearing is concluded, regardless of any other appeals.

**20.5** Eligibility for assistant driver exam shall be two (2) years after graduation.

**20.6** Source materials for promotional exams may not be changed once notice of the exam is posted.

**20.7** In the event an Employee files a Court proceeding or Civil Service Commission proceeding after an exam has been given, and certain individuals are promoted during those legal proceedings, and the Court or Civil Service Commission subsequently issues a ruling or order resulting in demotion of those individuals, those demoted shall be placed on a reinstatement list in order of seniority. Appointments from the reinstatement list shall be made in order of seniority. Until the reinstatement list is exhausted, a person may not be appointed from an eligibility list. When a person has been on a reinstatement list for three (3) years, the person shall be dropped from the list. For promotional purposes, the Fire Chief shall follow Chapter 143 of the Texas Local Government Code.

**20.8** Effective upon the execution of this Agreement, each firefighter will earn one (1) point for each complete year of seniority in the rank held at the time of the promotional examination with a maximum of five (5) points. A firefighter who scores a seventy (70) or greater on his/her exam shall immediately receive their seniority points. For the purposes of this section, both parties waive their rights and obligations imposed by Chapter 143 of the Texas Local Government Code, related to seniority points.



**20.9** For promotional exam purposes, there shall be no more than three (3) source materials. The Fire Chief will select two (2) source materials. The third source material will be selected by mutual agreement of the Fire Chief and the Association. Each promotional exam will consist of thirty (30) questions from each book selected by the Fire Chief, and forty (40) questions from the source material that is selected by mutual agreement. The Department's Standard Operating Procedures will not be included in the promotional exams.

**20.10** The exam will consist of no more than one hundred (100) multiple-choice questions with only one correct answer. Answer choices that cannot be used by the testing agency/company are as follows: All of the above, none of the above, or any combination of answer choices.

## ARTICLE 21

### HOLIDAYS

**21.1** The Holidays listed below shall be observed by Fire Department Employees:

- |   |                             |
|---|-----------------------------|
| 1. New Year's Day;  | 8. Veterans Day;            |
| 2. Martin Luther King (Third Monday in January);            | 9. Thanksgiving Day;        |
| 3. President's Day (Third Monday in February);              | 10. Day after Thanksgiving; |
| 4. Friday before Easter;                                    | 11. Day before Christmas;   |
| 5. Memorial Day/September 11 <sup>th</sup> Remembrance Day; | 12. Christmas Day; and      |
| 6. 4 <sup>th</sup> of July;                                 | 13. Personal Holiday;       |
| 7. Labor Day;   |                             |

**21.2** The Employer and the Association agree that the list of Holidays, above, shall be amended as necessary to ensure that members of the bargaining unit observe the same Holidays that city employees observe, in the event that city employees increase, decrease or change any Holidays.

**21.3** Fire Administration Employees get Holidays as they occur. In computing the Holidays for Fire Suppression Employees, a Holiday is equivalent to a twelve (12) hour shift.

However, the above holidays for Fire Suppression Employees shall be granted with the Employee's vacation schedule.

**ARTICLE 22**

**ANNUAL LEAVE (VACATION)**

**22.1** Vacation shall be earned annually based on the following schedule:

Years of service	Vacation Days Earned
0 through end of 10th year	15
11th through end of 15 <sup>th</sup> year	16
16 <sup>th</sup> through end of 19 <sup>th</sup> year	17
20 <sup>th</sup> through end of 22nd year	18
23 <sup>rd</sup> and over	19

**22.2** Firefighter Cadets shall start to earn vacation leave as of the first day of employment. However, leave may not be taken until after the first anniversary date of employment.

**22.3** In computing the length of time during which a member may be absent from work for vacation, only those calendar days during which the member would be required to work shall be counted as vacation days.

**22.4** A vacation list for each year shall be posted not less than thirty (30) calendar days prior to the assigned vacation period.

**22.5** For conversion purposes of vacation accruals only, a day shall be equivalent to 11.2 hours for Employees transferring from suppression to administration or vice versa.

**22.6 a.** The City hereby gives a Firefighter the authority to donate day(s) of his or her unused accrued sick leave, accrued annual leave, and/or accrued compensatory time and transfer said leave to another Firefighter who has exhausted his or her accrued annual/sick leave or compensatory time and is unable to return to work under conditions specified in subsection (b).

**b.** It is agreed by the parties that the purpose of this section is to provide additional leave days to a Firefighter in the event of a serious illness, injury, or pregnancy as certified by a licensed physician, that necessitates required convalescence and or treatment for an illness, off the job injury, pregnancy, surgery, impairment, or physical/mental conditions where the Firefighter is incapacitated for more than five (5) working days and is unable to perform all of the physical job requirements needed to perform the duties of a full time Firefighter.

**c.** The donating Firefighter who elects to donate unused accrued annual leave, sick leave, or compensatory time to another Firefighter, recognizes and agrees that the donated leave days shall be deducted from his or her accrued leave/compensatory time account and shall not be refunded. Donations shall be in increments of no less than one day and total leave donations to any one Firefighter shall be no more than the amount of days needed to cover the eligible Firefighter's absence for one pay period at a time. The Fire Chief will review the

Firefighters need to receive leave donations every six months and will evaluate the need to continue the leave.

d. The Association represents and agrees that it has the authority, as the duly recognized bargaining agent, to bind individual members of the bargaining unit to the terms of this section. It further agrees to indemnify and otherwise hold the City harmless from any administrative, judicial, or contractual complaints that may be raised by individual members in connection with this provision.

**22.7** If an Employee is unable to use all annual leave during the calendar year, the unused hours shall be rolled over into Association Business Leave as part of the 1,000 hours identified in Article 27.5.

**22.8** In the event that an Employee is unable to use vacation time due to an on-the-job injury, that causes an absence from work in excess of two weeks during November or December and is unable to exhaust their annual leave, the Employee will be allowed to carry over any unused vacation time up to six (6) twenty-four (24) hours shifts for Fire Suppression or one hundred twenty (120) hours for Fire Administration, cumulative.

**22.9** The Employee can request Annual Leave in either eight (8), twelve (12), sixteen (16), or twenty-four (24) hour work period at the following designated times:

- a. Prior to or at 8:00 a.m., the Employee can request eight (8), twelve (12), or twenty-four (24) hour of Annual Leave to begin at 8:00 a.m.
- b. Prior to or at 10:00 a.m. the Employee can request eight (8) hours of Annual Leave to begin at 10:00 a.m.
- c. Prior to or at 12:00 p.m. the Employee can request eight (8) hours of Annual Leave to begin at 12:00 p.m.
- d. Prior to or at 4:00 p.m. the Employee can request sixteen (16) hours of Annual Leave to begin at 4:00 p.m.
- e. Prior to or at 8:00 p.m. the Employee can request twelve (12) hours of Annual Leave to begin at 8:00 p.m.
- f. If the Employee is on Annual Leave at any of the above intervals, the Employee can extend his/her Annual Leave use to either 8:00 p.m. and/or 8:00 a.m.

**22.10** The City shall use the following parameters to schedule the use of Annual Leave:

- a. Slots available for Annual Leave per shift, shall be calculated by the number of average Firefighters (excluding District Chiefs) assigned to the Fire Suppression force per shift divided by 6 (minimum of 17 slots). An additional two (2) slots for Annual Leave per shift shall be available for District Chiefs.
- b. There shall be eighteen (18) vacation cycles per shift throughout the calendar year.
- c. Fire Department Administration shall have the discretion of scheduling the eighteen (18) vacation cycles throughout the year to maintain safe staffing levels and to maximize Fire Department operations.
- d. Each vacation cycle shall consist of 5 shifts/10 days consecutively



- e. The remaining slots for Annual Leave and vacation days earned shall be available to Fire Suppression Force Employees (excluding District Chiefs) to request as Annual Leave specified in Article 22.9. An additional two (2) slots for Annual Leave per shift shall be available for District Chiefs.
- f. The eighteen (18) vacation cycles shall be made up of twelve (12) non-peak cycles and six (6) peak cycles
- g. Non-peak cycles shall consist of a maximum of ten (10) slots for vacations, leaving the remaining slots available for Annual Leave specified in Article 22.9.
- h. Peak cycles shall consist of a maximum of five (5) slots for vacations, leaving the remaining slots available for Annual Leave specified in Article 22.9
- i. In the cases when no vacation cycles are scheduled, the entire slots of Annual Leave mentioned in Article 22.10(a) shall be Fire Suppression Force Employee for the request of Annual Leave specified under Article 22.9.
- j. For the scheduling of Annual Leave, Employees will call the Fire Suppression Deputy Chief or his/her designee between 8 a.m.-12 p.m. and 1 p.m. – 4 p.m. on business days, excluding holidays. On business days prior to their schedule shift (day before) from 4 p.m. to 11:00 p.m., Employees shall request Annual Leave from the designated Fire District Chief assigned to the Fire Suppression Force. For the purposes of scheduling Annual Leave on an employee's respective shift, Employees will request Annual Leave between 6:00 a.m. and 6:30 a.m. On weekends and/or observed holidays prior to their shift (day before), Employees shall request Annual Leave from 8:00 a.m. - 11:00 p.m. In cases when the designated Fire District Chief assigned to the Fire Suppression Force or his/her designee are unavailable, Employees shall request Annual Leave from any other District Chief(s) and/or their designee(s) assigned to the Fire Suppression Force for that day.

**22.11** Any Annual Leave used on January 1st between 12:00 a.m. and 8:00 a.m. will be taken from the previous year's Annual Leave Accruals.



## **ARTICLE 23**

### **SICK LEAVE**

**23.1** All Employees shall be entitled to fifteen (15) days of sick leave per year.

**23.2** Sick leave not actually used may be accumulated and paid to all firefighters upon retirement or death without maximum limit, except for Employees who are separated, who shall be paid accumulated sick leave up to a maximum of ninety (90) days. However, Cadets hired after April 1, 2006, will be paid accumulated sick leave upon retirement or death up to a maximum of one hundred and eighty (180) days.

**23.3** Sick leave is paid to the Employee and is to be used for the sole purpose of providing wage continuation when an Employee is incapacitated due to bona-fide illness, medical treatment and for exposure to a contagious disease when that Employee's presence and duties may jeopardize the health of others. Sick leave may be used for absences due to his/her immediate family as defined in Article 3. The City shall allow a certain number of sick leave days per contract year without a signed medical certificate in accordance with Section 23.5. The Employee shall not work or volunteer while on City paid sick leave.

**23.4** If the Employee calls in sick he/she is not allowed to return to work until the end of her/his shift, unless the Employee specifies the time needed in either four (4), eight (8), twelve (12), or twenty-four (24) hour work period intervals at the following designated times below.

- a. Prior to or at 8:00 a.m. the Employee can request four (4), eight (8), twelve (12), or twenty-four (24) hours of Sick Leave to begin at 8:00 a.m.
- b. Prior to or at 10:00 a.m., the Employee can request eight (8) hours of Sick Leave to begin at 10:00 a.m.
- c. Prior to or at 12:00 p.m., the Employee can request eight (8) hours of Sick Leave to begin at 12:00 p.m.
- d. If the Employee is on Sick Leave at any of the above intervals, the Employee can extend his/her Sick Leave use to either 8:00 p.m. and/or 8:00 a.m.
- e. Sick Leave requests for hours excluding the above noted intervals will be for the remainder of the shift (8:00 a.m.), any scheduled Annual Leave will be cancelled.

This is to prevent double staffing.

**23.5** The City shall not require a medical certificate for the following:

- a. Fire Suppression Force Employees - consecutive sick leave of 48 hours or less, taken within 30 days.
- b. Fire Administration Employees - consecutive sick leave of 24 hours or less, taken within 30 days.

Any sick leave days beyond the above stated limits shall require a signed medical certificate.

Sick leave days that do not require a signed medical certificate may be used consecutively not to exceed four (4) days (2 shifts). Sick leave days that do not require a medical certificate shall not be used on holidays. To be credited for a day of sick leave on any holiday, a medical certificate must be provided from a U.S. licensed physician or nurse practitioner.

**23.6** Personnel who are required to submit a signed medical certificate must provide such certificate from a U.S. licensed physician or nurse practitioner. Such certificate must indicate the date the physician or nurse practitioner was consulted. Certificates are to be submitted to the supervisor in a sealed envelope and shall become a part of the Employee's departmental personnel record, available for review only by those authorized to have access to the Employee's departmental personnel record.

**23.7** Sick Leave Buy-Back: The City may purchase unused sick leave days from firefighters who have accumulated at least sixty (60) days of sick leave prior to October 1<sup>st</sup> of a fiscal year at the rate of 1:1. In other words, the buy-back rate will be pay one (1) day of sick leave for every one (1) day of sick leave up to eight (8) paid days per fiscal year. Firefighters have no obligation to sell unused sick leave to the City. Firefighters who elect to sell unused sick leave shall receive payment from the City, no later than the first day of December of each year.

**23.8** If Employees elect to deposit the entire (100%) of their sick leave sold to the City into a deferred compensation plan, the City will buy one (1) day of unused sick leave in exchange for one (1) paid day up to twelve (12) paid days per fiscal year from any firefighter who has accumulated at least sixty (60) days of sick leave prior to October 1<sup>st</sup> of each fiscal year. Only those firefighters who participate in a deferred compensation plan which has been approved by the City shall be eligible to deposit their sick leave sold to the City.

**23.9** For conversion purposes of sick leave accruals only, a day shall be equivalent to 11.2 hours for Employees transferring from suppression to administration of vice versa.

**23.10** In case an Employee exceeds his/her sick leave and/or annual leave accruals within a respective pay period he/she shall be allowed a ninety (90) minute threshold subject to no pay and/or benefits and shall be documented as absence without leave (AW) for payroll coding purposes. The Employee shall not be subject to disciplinary action for such noncompliance with the ninety (90) minute threshold.





## ARTICLE 24

### COURT LEAVE

**24.1** Any Employee who is summoned to appear as a part of a jury pool, for possible selection as a member of a jury, shall be given time off with full pay and benefits of employment, for the time that the Employee is required to be and remain before the Courts for possible selection as a juror.

If the Employee is not selected for jury service, and the jury selection process has been completed, then upon being released by the Courts, the Employee shall return to his/her regularly scheduled work with the City of Laredo, without delay.

**24.2** Any Employee who is actually selected for service upon a jury, shall be given time off with full pay and benefits of employment, for the time that the Employee is required to be and remain before the Courts for service as a juror. If the Employee serves as a juror for any part of a day, then he/she is to be considered as having served the full day, and shall not be required to return to work for the remainder of that day, but shall be required to return to his/her regularly scheduled work on the next working day after the day that the trial of the case is completed and the juror is fully released from service on the jury.

**24.3** Occasionally, jury trials will be recessed for one or more days, while the Court attends to other matters. If such a lengthy recess occurs in the trial, then upon being released by the Courts for the period of the recess, the Employee will return to work with the City of Laredo at his/her regularly scheduled time on the next working day following the day of the release for the recess.

Provided however, if the regular work schedule of the Employee requires him/her to work at any time during the twelve (12) hours immediately before the hour that he/she is to report back to the Court for further jury duty, then the Employee shall be given time off from work, with full pay and benefits of employment, for any portion of the twelve (12) hours that he/she is regularly scheduled to work immediately before the hour that he/she is to report back to the Court for further jury duty, in order that the Employee may be rested and prepared for further service as a juror.

## **ARTICLE 25**

### **FUNERAL LEAVE**

**25.1** One (1) 24-hour work shift of funeral leave with pay shall be granted to all Fire Suppression Employees and three (3) eight-hour work shifts to all Fire Administration Employees immediately following a death within his/her immediate family. An additional work shift with full pay may be granted by the Fire Chief or his representative, under certain circumstances of extreme hardship or sorrow. In the event, that circumstances require more time off, the Employee may request additional work shifts from any accrued leave with the approval of the Fire Chief.

**25.2** An Employee on vacation, sick, or injury leave at the time of death in the immediate family, however, shall not be granted funeral leave with pay.

**25.3** Additional leave of absence may be granted under special circumstances such as death of other close members in the family, however it shall be without pay.

**25.4** All leave under this Article shall be approved only by the Fire Chief or his designated representative.



## ARTICLE 26

### POLITICAL ACTIVITIES

**26.1** Any Employee of the bargaining unit who announces an intention to seek any political office shall be able to request to be placed on Leave Without Pay, Annual Leave or Compensatory Time. It shall be the Employee's discretion as to which leave is requested.

**26.2** The Employer shall not harass, discriminate or retaliate against any Employee for his/her off-duty political activities. A firefighter shall not engage in Political activities while in uniform or on duty. A Firefighter shall not use any City supplies or equipment for such activities.

**26.3** For the purposes of this article, political activities shall be defined as follows.

1. Making a political speech;
2. Distributing political literature;
3. Writing political letters;
4. Signing a petition; and
5. Soliciting votes and/or contributions.

## ARTICLE 27

### ASSOCIATION BUSINESS LEAVE

**27.1** Firefighters may be involved in Association activity as long as it does not interfere with the discharge of his/her duties or any assignments, or violate any of the provisions of this Agreement, and the firefighter shall not be discharged, disciplined or discriminated against for such activity.

**27.2** Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

**27.3** All requests for ABL must be in writing and submitted to the Fire Chief and/or his designee.

**27.4** Each year during the term of this Agreement, during the first ten (10) days of the fiscal year, the City will allocate Three Thousand (3,000) Hours that may be used in accordance with this Article. The City will track deductions from the hourly allocation as association business leave.

Association Business Leave may be used for activities that include the following, for specified individuals:

- a. Members (up to 4) attending seminars or workshops.
- b. Members (up to 4) attending Association conventions and business meetings.
- c. Association President and/or his designated representative appearing before the City Council, the Texas Legislature, or U.S. Congress.
- d. Association President and/or his designated representative working on grievances, arbitration, and other labor relations problems or association business.
- e. Association President and/or his designated representative and the Executive Board attending Association monthly meetings.
- f. Firefighters who hold State, International or National Office (including elected or appointed) shall be granted the same privileges stated in above paragraphs.
- g. Up to two (2) members on a 40-hour work week will not count towards the 4 members let out per shift, but will be allowed to attend activities in subsection "a" and "b."

**27.5** In the event that not all of the ABL hours are used, up to One Thousand (1,000) Hours will roll over for use within the following year. However, at no time may ABL allocation exceed Four Thousand (4,000) Hours. The City and the Association will track utilization of ABL.

**27.6** The Association will be responsible for the payment of travel expenses and training fees for any meetings held by the Association.

**27.7** The Association agrees to indemnify, defend and hold harmless the Employer against any claims, demand, suits, or any other forms of liability that shall arise out of or as a result of any action taken by the Employer for purposes of complying with provisions of this Article.

**27.8** In the event that all ABL hours are exhausted in a given year, the Association members are permitted to donate from their Article 22, Annual Leave to the person seeking ABL.

## ARTICLE 28

### PAYROLL DEDUCTION OF DUES

**28.1** The Employer agrees to deduct dues and assessments on a bi-weekly basis and in an amount certified to be current by the authorized officer or officers of the Association from the pay of those Employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted together with the names of the Employees from whom dues have been collected by the Employer, and forwarded to the Association Treasurer.

**28.2** The Association agrees to indemnify, defend and hold harmless the Employer against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by the Employer for purposes of complying with the provisions of this Article.



## ARTICLE 29

### HEALTH AND LIFE INSURANCE

**29.1** The Employer agrees to contribute One Hundred Percent (100%) of the cost of a Thirty-Five Thousand Dollars (\$35,000.00) life insurance with double indemnity accident policy for each member of the Fire Department. In addition, the Employer shall provide an additional Seventy-Thousand Dollars (\$70,000.00) accidental death policy for each member of the Fire Department.

**29.2** The Employer shall provide a health benefits plan which includes dental benefits without charge to each Employee, as is currently provided to City employees. In addition, the Employer shall pay fifty percent (50%) of the monthly contribution for the Employees' dependents on said health benefits program. Dependents shall be defined and limited to the Employee's spouse, his/her children, and any children legally adopted by the Employee or the spouse.

This coverage shall only be diminished during the course of this Agreement, if the coverage for City employees is diminished.

**29.3** The City shall provide a death benefit in the amount of Two-Thousand Dollars (\$2,000.00) at no cost to the Employee upon retirement. The death benefit is payable to eligible beneficiaries after the retiree's death.

**29.4** When an Employee retires from the Laredo Fire Department and begins receiving a pension under the Laredo Firefighter's Retirement System (LFRS) formerly known as the Fireman's Relief and Retirement Fund, the City's contribution will cease when the retiree is eligible for Medicare. Retirees ineligible for Medicare shall be covered by the City's health benefit plans as long as they live.

**29.5** The Employee agrees to pay Ten Dollars (\$10.00) per pay period to the City to offset the City's cost of paying the health benefits contribution for retired firefighters.

Employees, retirees, and retiree dependents shall receive the same health insurance options and at the same cost as the City's retired employees.

**29.6** Effective beginning the first pay period of October 2018, the Association agrees to have the City deduct Fifty-Nine Dollars and 86/100 (\$59.86) per Employee per pay period for the life of this Agreement. Effective October 1, 2018 the firefighter retiree (or his/her surviving dependent(s)) agrees to have the City bill One Hundred Sixty Dollars 16/100 (\$160.16) each month for the life of this Agreement. These payments are intended to cover the cost of retiree supplemental coverage and retiree/surviving dependents medical/supplemental coverage as specified below, and if made in full, resolve the outstanding premium balance as of October 1, 2018. If City does not maintain current staffing levels, Employee and retiree contributions will not be increased for the sole purpose of covering the outstanding premium balance referenced above.

Specifically, the payments are intended to cover 60% of the premium cost for City Retirement Health Plan II starting on October 1, 2014; 70% of the premium cost starting on October 1, 2015; 80% of the premium cost starting on October 1, 2016; and 90% of the premium cost starting on October 1, 2017. Notwithstanding the expiration date of this Agreement, on October 1, 2018, the above dependent contribution rate will thereafter be 100% of the premium cost.

While these calculations envision a 2.5% increase in premium cost throughout the life of the Agreement, the City shall have the option of increasing retiree dependent premium rates at the same rate as any increase to retired City employees.

For the life of this agreement, the City will not increase the Employee and retiree contributions referenced above.

In the event the above calculation fails to satisfy the amount needed to cover retiree dependent coverage, the City Manager or his designee shall give written notice to the Association President or his Designee of the need to meet and address the projected deficit. The parties will meet for the sole purpose to develop a plan to fund the projected deficit within eight (8) weeks of the City Manager's notice to the Association.

**ARTICLE 30**

**RETIREMENT**

**30.1** The Employer agrees to deduct Employee contributions on a bi-weekly basis from each firefighter's pay each pay period and send to the Laredo Firefighters Retirement System (LFRS). These deductions shall be an amount certified to be correct by the Executive Board of the LFRS and will be implemented thirty (30) days after written notice has been given to the City of the change. If the Fire Chief is a member of the bargaining unit when appointed he/she shall remain a part of the (LFRS).

**30.2** The City shall contribute 20.10% of the firefighter's pay toward the LFRS. The City shall contribute an additional 1% of all firefighter's pay toward the LFRS. Effective beginning the first pay day of October 2018, the City shall contribute an additional .25% of the firefighter's pay toward the LFRS increasing the contribution to 20.35%. Effective beginning the first pay day October 2019, the City shall contribute an additional .25% of the firefighter's pay toward the LFRS increasing the contribution to 20.60%. Effective beginning the first pay day October 2020, the City shall contribute an additional .25% of the firefighters pay toward the LFRS increasing the contribution to 20.85%. Effective beginning the first pay day October 2021, the City shall contribute an additional .25% of the firefighter's pay toward the LFRS increasing the contribution to 21.10%.

**30.3 Military Service Credit**

An active firefighter will be eligible to buy credit for "Service" with the LFRS if he/she has at least six months of active duty federal military service that was performed before he or she became an Employee of the City. Such credit may be purchased as follows:

Months of Active Duty Federal Military Service	Months of Retirement System "Service"
0-5	0
6-17	1
18-29	2
30-41	3
42-53	4
54 or 60	5

To buy credit for this "Service", the firefighter must contribute Fifteen Dollars (\$15.00) to the fund for each month of active duty federal military service. The City of Laredo will be required to contribute Thirty Dollars (\$30.00) to the fund for each month of active duty federal military service for each firefighter who makes the above-required contribution. The maximum active duty federal military "Service" that may be purchased is five (5) years; therefore, the maximum amount of "Service" that may be purchased due to active duty federal military service is five (5) months.



## **ARTICLE 31**

### **DISCIPLINARY ACTION**

All disciplinary actions shall comply with Chapter 143, Texas Local Government Code, unless superseded by the Collective Bargaining Agreement.

For discipline up to five (5) days, as defined in Article 3.18, the Fire Fighter will be provided the opportunity to use vacation time or sick leave to back fill the suspension days. Fire Fighters who accept the use of vacation days to back fill their suspension shall waive their right to appeal to the Civil Service Commission or an independent hearing examiner under 143.053 of the TLGC



## **ARTICLE 32**

### **MAINTENANCE OF STANDARDS**

**32.1** Hours, wages, privileges, and conditions of employment in effect at the time of the execution of this Agreement shall be maintained for the life of this Agreement. The Association and the City shall mutually agree that any additional privileges may be granted or removed at the discretion of the Fire Chief.

**32.2** In the event of a reduction in force, the City shall take all action in accordance with Chapter 143, Texas Local Government Code.

## ARTICLE 33

### NO STRIKE - NO LOCK-OUT CLAUSE

**33.1** The Association agrees that, during the term of this Agreement, it shall not authorize, ratify, encourage, or otherwise support any strike, slow-downs, sick-outs, lock-out or any other form of work stoppage or interference with the business of the City, and shall cooperate with the City in preventing and/or halting any such action. Employer agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement. The Association further agrees that there shall be no interference with the free right of any employee of the City to enter and leave its premises and property unmolested and without harassment.

**33.2** The Employer may discipline and/or discharge any Employee who instigates, participates in, or gives leadership to, any act or conduct prohibited by Section 1 of this Article and prohibited by Chapter 143, Texas Local Government Code. The Employer may invoke any remedies authorized by Chapter 174 of the Texas Local Government Code in the event of any strike, work-stoppage or slow-downs.

**33.3** Violation of any provisions of this Article by the Association shall be cause for the City to terminate this Agreement upon giving written notice to this effect to the President of the Association in addition to whatever other remedies may be available to the City by law or in equity.

## **ARTICLE 34**

### **DEFENSE OF CIVIL SUITS AGAINST FIREFIGHTERS**

The City shall defend any firefighter, on the firefighter's request, against a suit for damages by a party, if the claim involves an official act, on the day and time in question, of the firefighter during the course and scope of the firefighter's authority and employment under orders of the Fire Chief or his designee, or pursuant to City policy. In the event that a judgment is rendered against a firefighter under the above mentioned terms and conditions, the City shall indemnify the firefighter for the amount of the judgment excluding any amount specified by the Court to be a direct result of the firefighter's unauthorized act or acts and constituting said firefighter's sole negligence.

## ARTICLE 35

### OFFICIAL BULLETIN BOARDS

Fire Department and Association announcements shall be posted on official bulletin boards designated by both parties for this purpose. Parties to this Agreement, both of whom may use the designated bulletin boards for notices of routine nature, agree that it would be improper to post derogatory or inflammatory written material or any material not in good taste on such bulletin boards, pursuant to and in compliance with the City of Laredo's Policy on Sexual Harassment and Other Forms of Harassment (*see* Ordinance No. 2000-0-237). Approval must be obtained in advance from the Fire Chief for the posting of all material except for routine notices of meetings, social events and other official Association business.



## **ARTICLE 36**

### **CONTRACT COPIES**

The City shall provide one (1) copy of this Agreement and one (1) copy of Chapter 143, Texas Local Government Code, for every official bulletin board in each Fire Station. The Association shall provide one (1) copy of this Agreement to each member of the bargaining unit.

## ARTICLE 37

### GRIEVANCE PROCEDURE

**37.1** The City and the Association declare and agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this grievance procedure. Fire Department rules and disciplinary matters, which are subject to the jurisdiction of the Fire and Police Civil Service Commission pursuant to Chapter 143 of the Texas Local Government Code, are not subject to this procedure but shall continue to be administered pursuant to Chapter 143. Where a statutory claim is asserted before any administrative agency or court, which claim arises from the same factual occurrence made the basis of a grievance, the grievance shall be abated until final disposition or settlement of such claim.

The City and the Association agree that both parties shall be afforded an opportunity to review and comment on any and all changes proposed to be made to the Civil Service Commission Local Rules applicable to the City of Laredo Civil Service Commission.

**37.2** The parties shall adhere to the time limits as set forth in the procedure. Such time limits may be waived, however, by mutual consent of the parties in writing. In the event the Employee or Association fail to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action will be taken. In the event the City fails to meet the time limits at any step, the grievance may be advanced to the next step by the grievant.

**37.3** A grievance within the scope of this procedure as defined above shall be handled as follows:

**Step 1** - A grievance shall be submitted in writing to the President of the Association within twelve (12) business days of the Employee's actual or constructive knowledge of the occurrence of the event causing the problem. The grievance shall include:

- 1) a statement of the grievance and the facts on which it is based;
- 2) the section(s) of the Collective Bargaining Agreement which has been violated;
- 3) the remedy or adjustment sought; and
- 4) the grievant' s signature.

**Step 2** - If the Association determines that a violation of this Agreement exists, the Association will submit such written grievance within twelve (12) business days of receipt to the Fire Chief.

**Step 3** - The Fire Chief shall have twelve (12) business days to act on the grievance and render a decision in writing to the Association.

**Step 4** - If the grievance is not resolved at Step 3, the grievance shall be submitted by the Association to the City Manager or his designee within five (5) business days from receipt of the decision at Step 3. The City Manager or his designee shall review the matter and shall render a decision in writing within twenty (20) business days.

**Step 5** - If the grievance is not resolved by the City Manager or his designee, the Association shall, within ten (10) business days, notify the City that the grievance is to be submitted to arbitration in compliance with Article 38 covering arbitration procedures.

## ARTICLE 38

### ARBITRATION PROCEDURE

**38.1** If a grievance is submitted to arbitration, within five (5) business days, the City and the Association shall attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). The Association and the City shall alternately strike the names on the list. The hearing shall be conducted in accordance with expedited Labor Arbitration Rules which are as follows:

- a. Agreement of Parties - These rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.
- b. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or accordance with a Collective Bargaining Agreement.
- c. Qualifications of Neutral Arbitrator - No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration.
- d. Time and Place of Hearing - The A.A.A. shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance.
- e. Representation by Counsel - Any party may be represented at the hearing by legal counsel or other representation.
- f. Attendance of Hearings - Unless otherwise ruled by the arbitrator, any member of the public, or persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses.
- g. Adjournments - Hearing shall be adjourned by the arbitrator only for good cause and an appropriate fee shall be charged by the A.A.A. against the party causing the adjournment.
- h. Oaths - Before the proceedings with the first hearing, the arbitrator shall take an oath of office. The arbitrator may require witnesses to testify under oath.
- i. No Stenographic Record - There shall be no stenographic record of the proceedings.
- j. Proceedings - The hearing shall be conducted by the arbitrator in whatever matter will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make such minutes of the proceedings as he/she desires for his/her own use.



- k.** Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notices, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
- l.** Evidence - The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
- m.** Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
- n.** Close of Hearings - The arbitrator shall ask whether parties have any further proof to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
- o.** Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his/her objections thereto in writing shall be deemed to have waived his right to object.
- p.** Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules or for the entry of an Award made there under, may be served upon such party a) by mail addressed to such party or its attorney at its last known address, or b) by personal service, or c) as otherwise provided in these Rules. The award of the arbitrator shall be binding and non-appealable.
- q.** Time of Award - The award shall be rendered by the arbitrator in accordance with the time limits established by the American Arbitration Association. The award of the arbitrator shall be binding and non-appealable.
- r.** Form of Award - The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
- s.** Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the A.A.A., addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.
- t.** Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
- u.** Interpretation and Application of Rules - The arbitrator shall interpret and apply these Rules insofar as they relate to his/her power and duties. All other Rules shall be interpreted and applied by the A.A.A., as administrator.

The parties may, by mutual agreement, conduct the hearing in accordance with the standard rules of the A.A.A.

**38.2** The arbitrator shall not have the power to add, to amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue or issues presented and shall confine his/her decision to the interpretation of this Agreement. The arbitrator shall decide only the precise issue submitted for Arbitration and shall have no authority to determine any other issue not so submitted. The decision of the arbitrator shall be final and binding upon the City and the Association. The City shall bear the expense of any witness called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator. In the event a grievance is filed on an action which occurred during the term of this Agreement and said grievance is not finally resolved during the term hereof, the grievance shall be decided based on the terms of this Agreement alone, notwithstanding any modifications which may be incorporated into this Agreement's successor.

**38.3** The President of the Association shall be allowed time off without loss of pay to attend arbitration hearings held pursuant to this Article when such occurs on his/her regularly scheduled work shift. The President of the Association shall also be allowed time off without loss of pay to meet with the Fire Chief or City Manager (or his authorized representative) when said meetings are scheduled on the regularly assigned work shift of the President.

## ARTICLE 39

### STABILITY OF AGREEMENT

**39.1** Notwithstanding anything contained herein to the contrary, this instrument embodies the whole Agreement between parties and no other instrument or agreement, understanding, alteration, or variation of the Agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties thereto.

**39.2** The failure of the Employer or the Association to insist in anyone or more instances, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Association to future performance of any such term or condition, and the obligation of the Employer and the Association to such performance shall continue in full force and effect.

**39.3** This Agreement shall be binding upon the successors and assigns of the parties thereto, and no provisions, terms, or obligations hereto contained shall be affected, modified, altered, or changed to any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by a change geographically or otherwise in the location or place of business of either party hereto.

**ARTICLE 40**

**SAVINGS CLAUSE**

If any provisions of the Agreement or application of such provision should be rendered or declared invalid by any court of competent jurisdiction or by any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and in effect for the duration of this Agreement.



## ARTICLE 41

### RANDOM DRUG AND ALCOHOL TESTING

**41.1** In order to further their joint interest in protecting firefighters and the public, the City and the Association agree to mandatory random drug and alcohol testing described in this section. All firefighters, including the Chief, will be subject to mandatory random drug and alcohol testing during each calendar year at the City's expense. The City and the Association are committed to the principle that the mandatory random drug and alcohol testing policy for firefighters is designed for, and will be administered to result in, disciplinary action, only against any firefighter whose random drug and alcohol test reflects a positive test result and thereby a violation of the Fire Department's rules, regulations, policies, or procedures in reference to alcohol use and illegal drug use. For the purposes of this Article:

**"Alcohol"** is defined as an intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl and isopropyl alcohol.

**"Alcohol use"** will be defined as the consumption of any beverage mixture, or preparation, including any medication containing alcohol.

**"Drugs"** shall be defined as a substance that can cause addiction, a marked change in mental or physical status, or psychological/physical dependency that could affect job performance; this may include any illegal drugs, controlled substances, inhalants, or nonprescription drugs with abuse potential, legally/illegally prescribed drugs. Illegal drugs include prescription drugs prescribed for someone other than Employee.

**"Drug testing"** is defined as the compulsory production and submission of urine by a firefighter for chemical analysis to detect the presence of prohibited drug usage.

**"Medical Review Officer (MRO)"** is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result with his or her medical history and any other relevant biomedical information.

**"Positive test result"** will be defined for alcohol as a breath alcohol concentration of 0.02 grams and above is considered a positive test result for DOT and Non-DOT. For those Employees who are under EAP guidelines, any alcohol concentration level above zero (0) will be considered positive.

**"Random drug testing"** will mean the drug testing of individuals selected by the method described in Section 2 of this Article, and under the standards specified in Section 3.

**"Reasonable suspicion"** shall mean a belief based on objective facts and observable on-duty behavior, speech, or body odors sufficient to suspect that an Employee is under the influence of drugs or alcohol so that the Employee's ability to perform the functions of the job is impaired

or so that the Employee's ability to perform his job safely is reduced; A belief that the Employee has violated the drug, alcohol, and/or inhalant prohibitions, based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech or body odors of the Employee.

**"Refusal to submit (to a drug or alcohol test)"** will be defined as an Employee who (1) fails to provide adequate breath for testing without a valid medical explanation after he has received notice of the requirement for breath testing, (2) fails to provide adequate urine for drug testing without a valid medical explanation after he has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process is in violation of the policy and will be considered a positive result.

**41.2** The City will require random drug and alcohol testing under the following conditions:

**A.** A fair and impartial statistical basis (on which each firefighter, of all ranks including the Chief, has an equal chance of being selected during each random test during any calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the firefighter shall be tested for both drugs and alcohol upon being selected by the computerized program.

**B.** The selection of firefighters by computerized programs will be conducted on random dates.

**C.** When a firefighter appears unable, unwilling or refusing to submit and provide a specimen at the time of the requested drug and alcohol test, the testing facility will document the circumstances surrounding the inability, unwillingness, or refusal to submit to testing by the chosen firefighter. The firefighter will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under direct supervision. During this time period, reasonable amounts of fluids, as per department of transportation law, may be given to the firefighter to encourage urination. Failure to provide a sample may be considered a refusal to submit to the random drug test. Such event shall be thoroughly documented and action taken as mandated by City Ordinance 2008-0-011.

**D.** Any firefighter shall have the right to request that his/her urine sample be stored, for one year in case of a legal dispute. The split specimen for a positive test will be submitted to the designated testing facility where the sample will be maintained for a period of one year.

**E.** Any firefighter may, at his/her own expense, request to have the split specimen sample tested, strictly within 72-hours, at the independent firm hired by the City.

**F.** Drug testing shall consist of an initial gas chromatography screening test and if positive a confirmation of the split specimen test at a secondary certified laboratory. Alcohol testing shall consist of a breath analyzer test performed by a Certified Breath Alcohol Technician (BAT) who is certified and trained by an official Certified Breath Alcohol Technician (BAT!), and if positive a confirmation test.



**41.3** The following shall be required of the collecting/testing facility:

- A.** Collecting facility: The City shall require that any collecting facility it selects for the analysis of both breath and collecting urine samples, first conduct a background check on those of its personnel who will be directly involved in the collection or handling of an unsealed urine sample or breath analysis, which is the direct position of a Certified Specimen Collector, Substance Abuse Personnel, part of the Substance Abuse Program. In addition, the City shall require that any collecting facility it selects for collecting urine samples and breath analysis, shall not employ any person involved in directly collecting a urine sample, from a firefighter, or in directly collecting of an unsealed urine sample collected from a firefighter, who has (1) ever been arrested by any officer of the Laredo Police Department, or (2) ever been convicted of a felony or of a misdemeanor crime involving dishonest conduct or possession of illegal drugs or alcohol statute violations. Test results shall be inadmissible in any administrative disciplinary proceeding involving a tested firefighter, if it is determined that the immediate personnel, Certified Specimen Collector, Substance Abuse Personnel, part of the Substance Abuse Program, from the collecting facility who is responsible for collecting urine samples failed to conduct a background investigation of any immediate personnel of that collecting facility who was or were involved in the direct collection or handling of the unsealed urine sample which resulted in the positive result.
- B.** Testing facility: The independent firm hired by the City shall be certified under the Substance Abuse Mental Health Service Administration/College of American Pathologists Forensic Urine Drug Test Program (SAMHSA/CAP FUDTP) and be an Official Medical Review Officer (MRO). Such certified facility shall be experienced, shall be capable of quality control documentation and chain of custody, shall have demonstrated technical expertise and proficiency in urinalysis, and shall comply with all requirements of SAMSA/CAP FUDTP.

**41.4** A firefighter who is disciplined as a result of this Article is entitled to all the procedures to which he or she is entitled for any other disciplinary offense, as provided by the Collective Bargaining Agreement, Texas Local Government Code or any other statutes that may apply.

**41.5** The City recognizes that in the course and scope of the Firefighters duty, there may be an occasion when firefighter(s) may be exposed to illegal drugs or controlled substances in the execution of their required duties. The Fire Chief will provide a departmental policy and procedure to allow firefighters to report the potential exposure, to submit to a mandatory baseline drug test and subsequent testing until the Employee is determined to be drug free, and to provide a fair determination for each affected firefighter.

**41.6** Firefighters that may be in violation of the City's Drug and Alcohol Policy as a result of prescription drug/controlled substance related conduct will be subject to the City's procedure for handling such conduct.

## ARTICLE 42

### DURATION OF AGREEMENT

**42.1** This Agreement shall be effective as of the date of passage by the City Council and shall remain in full force and in effect until September 30, 2022, or until superseded by a new Agreement, whichever is later.

**42.2** This Agreement shall be automatically renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least one hundred and fifty (150) days prior to the September 30, 2022, that it desires to modify the Agreement. In the event that such notices are given, negotiations shall begin no later than one hundred and twenty (120) days prior to September 30, 2022.

**42.3** In the event that negotiations have commenced and no Agreement has been reached by the parties before the expiration date, this 2018-2022 Agreement shall remain in full force and in effect until such time as final Agreement on a new contract is reached.

**42.4** Neither party relinquishes any right pursuant to Chapter 174, Texas Local Government Code by the extension of this contract.





The terms of this Agreement shall take effect upon the execution of this Agreement unless otherwise specifically stated within any Article of this Agreement.

This Agreement is executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FOR THE CITY OF LAREDO, A TEXAS  
MUNICIPAL CORPORATION


FOR THE LAREDO FIRE FIGHTERS  
ASSOCIATION, LOCAL 872:

BY:   
\_\_\_\_\_  
HORACIO DE LEON  
City Manager  
DATE: 10/5/18

BY:   
\_\_\_\_\_  
DAVID GONZALEZ  
Association President  
DATE: 10/5/18


NEGOTIATED BY:

AND:

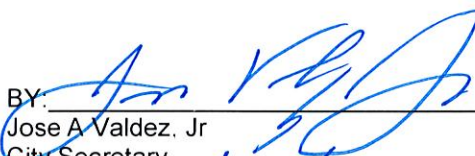
BY:   
\_\_\_\_\_  
CYNTHIA COLLAZO  
Deputy City Manager  
DATE: 10/5/18

BY:   
\_\_\_\_\_  
ALBERTO R CHAPA  
Lead Association Negotiator  
DATE: 10/5/18

APPROVED AS TO FORM  
AND CONTENT:

BY:   
\_\_\_\_\_  
Kristina Laurel Hale  
City Attorney  
DATE: 10-5-2018

ATTESTED:

BY:   
\_\_\_\_\_  
Jose A Valdez, Jr  
City Secretary  
DATE: 10/05/18

