

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF KINGSVILLE, TEXAS**

**AND**

**KINGSVILLE PROFESSIONAL FIREFIGHTER'S  
ASSOCIATION, IAFF LOCAL #2390**

**October 1, 2020 – September 30, 2022**

## TABLE OF CONTENTS

ARTICLE 1	INTENT AND PURPOSE.....	4
ARTICLE 2	DEFINITIONS.....	4
ARTICLE 3	DURATION OF THE AGREEMENT.....	4
ARTICLE 4	AUTHORITY AND NEGOTIATIONS.....	4
ARTICLE 5	RECOGNITION.....	5
ARTICLE 6	NON DISCRIMINATION.....	5
ARTICLE 7	CIVIL SERVICE RULES.....	6
ARTICLE 8	NO STRIKE – NO LOCKOUT.....	6
ARTICLE 9	MANAGEMENT RIGHTS.....	6
ARTICLE 10	ASSOCIATION RIGHTS & ACTIVITIES.....	7
ARTICLE 11	PAYROLL DEDUCTION OF DUES.....	8
ARTICLE 12	DUTIES.....	8
ARTICLE 13	WORKING CONDITIONS.....	9
ARTICLE 14	UNIFORMS.....	9
ARTICLE 15	WORKING OUT OF CLASSIFICATION.....	10
ARTICLE 16	OVERTIME AND CALLBACK.....	10
ARTICLE 17	COMPENSATORY TIME.....	11
ARTICLE 18	ALTERNATE HIRE PROCESS.....	12
ARTICLE 19	PROMOTIONS.....	13
ARTICLE 20	OFF-DUTY EMPLOYMENT.....	14
ARTICLE 21	LABOR MANAGEMENT COMMITTEE.....	14
ARTICLE 22	GRIEVANCE PROCEDURE.....	14
ARTICLE 23	LEGAL PROCEDURE.....	17
ARTICLE 24	DRUG TESTING.....	18
ARTICLE 25	HOLIDAYS.....	20
ARTICLE 26	VACATION.....	20
ARTICLE 27	SICK LEAVE.....	21
ARTICLE 28	SPECIAL LEAVES.....	22
ARTICLE 29	MISCELLANEOUS PROVISIONS.....	23

---

<b>ARTICLE 30 INSURANCE .....</b>	<b>24</b>
<b>ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA).....</b>	<b>24</b>
<b>ARTICLE 32 WAGES .....</b>	<b>25</b>
<b>ARTICLE 33 EDUCATION AND CERTIFICATION PAY .....</b>	<b>25</b>
<b>ARTICLE 34 LONGEVITY .....</b>	<b>26</b>
<b>ARTICLE 35 NON-WAIVER .....</b>	<b>26</b>
<b>ARTICLE 36 MAINTENANCE OF STANDARDS .....</b>	<b>26</b>
<b>ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT .....</b>	<b>26</b>
<b>ARTICLE 38 SAVINGS CLAUSE .....</b>	<b>26</b>
<b>APPENDIX A - WAGE SCHEDULE .....</b>	<b>28</b>
<b>APPENDIX B - CERTIFICATION PAY INCENTIVES .....</b>	<b>29</b>

## **ARTICLE 1 INTENT AND PURPOSE**

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as “the City” and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as “the Association” is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

## **ARTICLE 2 DEFINITIONS**

1. “City” means the City of Kingsville.
2. “Association” means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
3. “Member or Members of the Bargaining Unit” means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
4. “Supervisor” means any officer with the rank of Lieutenant or above.
5. “Civil Service Commission” means the Fire and Police Civil Service Commission of the City of Kingsville.
6. “Chief” means the Fire Chief of the City of Kingsville.
7. “Regular hours” means actual hours worked including holiday hours and vacation hours.
8. “Essential Personnel” means all members of the fire department.
9. “Long Term” means eleven (11) working shift or more.

## **ARTICLE 3 DURATION OF THE AGREEMENT**

### SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year 2020-2021 in October 2020 and shall remain in full force and effect until the last full payroll of fiscal year 2022.

### SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30<sup>th</sup>, 2022 rates, shall remain in full force and effect for a period of one (1) year.

## **ARTICLE 4 AUTHORITY AND NEGOTIATIONS**

### SECTION 1 NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written

notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

#### SECTION 2 MEETING OBLIGATION

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

#### SECTION 3 NOTICES

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

#### SECTION 4 COMMUNICATION

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification to keep the other party informed of statements or releases.

### **ARTICLE 5 RECOGNITION**

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

### **ARTICLE 6 NON DISCRIMINATION**

#### SECTION 1 APPLICATION

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

#### SECTION 2 ASSOCIATION MEMBERS

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is

required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

## **ARTICLE 7 CIVIL SERVICE RULES**

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

## **ARTICLE 8 NO STRIKE – NO LOCKOUT**

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.

## **ARTICLE 9 MANAGEMENT RIGHTS**

### SECTION 1 MANAGEMENT RIGHTS

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.
- The right to use non-uniformed personnel in the Department to perform duties which do not require a certified firefighter including, but not limited to, communications, information systems, records, and clerical support and maintenance; non-uniform personnel performing such duties shall not be subject to the terms of this Agreement.

### SECTION 2 RULES AND REGULATIONS

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and

Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

### SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations.

## **ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES**

### SECTION 1 NEGOTIATING TEAM

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

### SECTION 2 ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

### SECTION 3 OTHER ASSOCIATION FUNCTIONS

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

### SECTION 4 ASSOCIATION PRESIDENT

The City agrees that when the President of the Association is on duty they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter, the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality

of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

#### SECTION 5 ACTION OUTSIDE THE CITY LIMITS

It is understood and agreed that any member of the bargaining unit who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their employment while performing such duties.

### **ARTICLE 11 PAYROLL DEDUCTION OF DUES**

The City agrees to deduct dues from the pay of Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the member.

At any time, a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

### **ARTICLE 12 DUTIES**

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.



## **ARTICLE 13 WORKING CONDITIONS**

### SECTION 1 HOURS OF WORK

#### 24 Hour Shifts

Members of the bargaining unit assigned to work on twenty-four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

#### 40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

### SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

### SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

## **ARTICLE 14 UNIFORMS**

### SECTION 1 DESCRIPTION

The City shall furnish all members with fire-retardant work uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

#### Year 1 – FY 2020-2021

Work Uniform Shirts (initial issue: 3)

Work Uniform Pants (initial issue: 3)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

#### Year 2 – FY 2021-2022

Work Uniform Shirts (initial issue: 4)

Work Uniform Pants (initial issue: 4)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

### SECTION 2 PROVISION

The City shall furnish all fire-retardant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

### SECTION 3 REPLACEMENT

The City shall replace required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member.

#### SECTION 4      CLEANING

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NFPA standards.

### **ARTICLE 15 WORKING OUT OF CLASSIFICATION**

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

### **ARTICLE 16 OVERTIME AND CALLBACK**

#### SECTION 1      OVERTIME

##### 24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

##### 40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain may call in off duty personnel to work using the established overtime procedures and availability list.

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked.

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

**ARTICLE 17 COMPENSATORY TIME**SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief

## **ARTICLE 18 ALTERNATE HIRE PROCESS**

### **SECTION 1 ELIGIBILITY**

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be between the ages of 19 and 45 years of age.
- E. Valid Texas Department of Public Safety Driver's License

### **SECTION 2 ENTRY REQUIREMENTS**

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

### **SECTION 3 RE-HIRE**

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

- Meet current position requirement for Firefighter
  - 1) Background
  - 2) Agility
  - 3) Physical
  - 4) Psychological
  - 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City

- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.
- Rehired employees shall be considered as newly hired employees for seniority purposes.

## **ARTICLE 19 PROMOTIONS**

### **SECTION 1 PROMOTIONAL PROCEDURES**

The promotional examination shall consist of the following:

#### **A. Written Examination**

1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31<sup>st</sup> of each year.

#### **B. Skills Assessment**

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

### **SECTION 2 SENIORITY POINTS**

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in Kingsville Fire Department	1 point per year of service (up to 10)
--	---

### **SECTION 3 PROMOTIONAL ELIGIBILITY LIST**

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

#### SECTION 4      DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a drug/alcohol test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

### **ARTICLE 20 OFF-DUTY EMPLOYMENT**

The Fire Chief shall create a policy regarding off duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency for emergency contact by the department. Off duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, the Risk Manager and City Manager's office. Permission to work off duty employment shall not be unreasonably withheld.

### **ARTICLE 21 LABOR MANAGEMENT COMMITTEE**

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

### **ARTICLE 22 GRIEVANCE PROCEDURE**

#### SECTION 1      SCOPE OF PROCEDURE

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

## SECTION 2 GRIEVANCE PROCEDURES

The Association, or any member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

- (1) A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement which have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or their designee is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

### Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working days excluding weekends and holidays. The mediator will advise the parties of their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration

Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

### SECTION 3      ARBITRATION

#### A.      Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The decision of the arbitrator shall be final and binding upon the City, the Association and all members covered by this Agreement.

#### B.      Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

#### C.      Rules for Arbitration Hearings

The parties, during arbitration hearings, shall have the following rights and duties:

1.      To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
2.      To require the arbitrator to subpoena witnesses;
3.      To be represented by legal counsel;
4.      To present evidence, testify, and argue the evidence;
5.      To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence);

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.



#### SECTION 4      TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved in favor of the Association.

#### SECTION 5      DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

### **ARTICLE 23 LEGAL PROCEDURE**

#### SECTION 1      LEGAL DEFENSE

In the event that a civil action is filed against a member of the bargaining unit for conduct performed while on duty in the official performance of their duty, the City shall provide legal representation to the member under the terms and conditions of this article. The City, by conducting or participating in the defense of the members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

#### SECTION 2      NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the member has given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the member has given rise to civil action and is outside the scope of the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

#### SECTION 3      NOTIFICATION

The member of the bargaining unit shall notify the City of any claim being made against such member no later than 15 days from the date that the member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the member regarding such claim.

#### SECTION 4      CORRESPONDENCE WITH CITY ATTORNEY

If suit is filed against a member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by the member.

SECTION 5 COOPERATION OF FIREFIGHTER

The member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the member to cooperate with the City in providing legal representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

**ARTICLE 24 DRUG TESTING**SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

SECTION 2 CHOICE OF MANAGER

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all person's subject to random testing to be tested on a given day. The responsible authority may also require those person's subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

SECTION 4 TESTING FOR CAUSE

All members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any member who demonstrates a tenable inference that they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.

The member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be indefinitely suspended. If the member so indefinitely suspended appeals the indefinite suspension and on appeal it is determined an order for testing was issued, and the member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the indefinite suspension shall be upheld and the member may not be rehired by the City of Kingsville for a period of one year.

#### SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

#### SECTION 6 RECORDS PROCEDURES

##### Release of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

##### Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federally agency within ten (10) days after receiving notice from the member of a conviction under criminal drug statutes.

#### SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

#### SECTION 8 HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

## **ARTICLE 25 HOLIDAYS**

### SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following eight (8) holidays per year:

1. New Year's Day
2. Martin Luther King Day (MLK)
3. Good Friday
4. Memorial Day
5. 4<sup>th</sup> of July
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Day

The Holiday shall be on the actual holiday.

### SECTION 2 HOLIDAY LEAVE

A. Member's assigned to twenty-four (24) hour shifts shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

Member's assigned to a forty (40) hour work week shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.

## **ARTICLE 26 VACATION**

### SECTION 1 VACATION LEAVE ACCRUALS

Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months – 12 days
- B. 61 through 228 months – 15 days
- C. 229 months and more – 18 days

The City shall post an accounting of vacation accrual on the member's pay stub.

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

SECTION 4 SEPARATION PAY

Members assigned to a twenty-four (24) hour shift who have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

Members assigned to a forty (40) hour work week shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

**ARTICLE 27 SICK LEAVE**SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months – 12 days
- B. 61 months and more – 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

The City shall post an accounting of sick leave accrual on the member's pay stub.

Members working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule shall be entitled to 8 working hours for each day of accrued sick leave.

SECTION 2 USE OF LEAVE

In the event of an illness, the member shall notify the Captain or Acting Captain on duty immediately when the member knows they will be absent due to an illness. Any member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate from a physician or the physician's representative certifying to the illness of the firefighter.

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours bi-

annually (June and/or December). Any member assigned a 40 hour work week may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Checks will be issued on the first scheduled payday of the month of June and/or December, barring any emergency. If a member does not submit the required form on time, a buy back paycheck may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the member's wages.

#### SECTION 4 SEPARATION PAY

A. Members assigned to 24 hour shifts shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of separation from the Kingsville Fire Department at the member's regular rate of pay.

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts.

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

## **ARTICLE 28 SPECIAL LEAVES**

### SECTION 1 BEREAVEMENT LEAVE

In the event of death in the immediate family of a member of the bargaining unit who is otherwise assigned to duty, the member shall be granted time off with pay as follows:

A. Members working a 24 hour shift shall be granted one shift off following the death. However, if the death occurs when the member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.

B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member.

## **ARTICLE 29 MISCELLANEOUS PROVISIONS**

### **SECTION 1 EYEGLOSS REPLACEMENT**

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

### **SECTION 2 COPY OF AGREEMENT**

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

### **SECTION 3 DIRECT DEPOSIT**

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

### **SECTION 4 RESIDENCY**

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville.

### **SECTION 5 CERTIFICATION MAINTENANCE**

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification as long as they hold the rank of firefighter. Members that have been promoted above the rank of firefighter, have the option of maintaining their EMT-Paramedic certification or downgrading their EMT certification to EMT-Intermediate or EMT-Basic. Downgrades in EMT certification will result in lower or discontinued certification pay. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

### **SECTION 6 SAFETY**

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the members, and maintain a safe working environment.

### **SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF**

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief of Operations. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

## **ARTICLE 30 INSURANCE**

### SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of all members in the same manner and for the same employee contribution as all other City employees.

### SECTION 2 LIFE INSURANCE

For the duration of this Agreement, the City shall provide all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

### SECTION 3 RETIREES

Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1<sup>st</sup> regular working day of each month. If payments are not submitted by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

## **ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)**

### SECTION 1 ANNUAL EVENT

The members of the bargaining unit, while on duty, may conduct the annual Muscular Dystrophy fund-raiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

### SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

### SECTION 3 RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.



SECTION 4 ASSOCIATION RESPONSIBILITY

The Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

**ARTICLE 32 WAGES**

Wages for Fiscal Year 2020-2021 and Fiscal Year 2021-2022 shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees.

**ARTICLE 33 EDUCATION AND CERTIFICATION PAY**SECTION 1 EDUCATION

Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree	\$ 50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Members of the bargaining unit shall receive pay for only one degree not all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

SECTION 2 CERTIFICATION

Any member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification incentive pay based upon the Schedule listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

## **ARTICLE 34 LONGEVITY**

### SECTION 1 RATES

Longevity will be paid at the rate of four dollars and seventy-five cents (\$4.75) for Fiscal Year 2020-2021 and five dollars (\$5.00) for Fiscal Year 2021-2022 per month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

### SECTION 2 ARTICLE PROVISION

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

## **ARTICLE 35 NON-WAIVER**

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

## **ARTICLE 36 MAINTENANCE OF STANDARDS**

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

## **ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT**

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail notwithstanding any such provision of those statutes.

## **ARTICLE 38 SAVINGS CLAUSE**

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, we have executed this agreement this the 28<sup>th</sup> day of September, 2020.

CITY OF KINGSVILLE

KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL #2390

BY: \_\_\_\_\_  
MARK MCLAUGHLIN, CITY MANAGER

BY: \_\_\_\_\_  
STEVE PALACIOS, PRESIDENT, IAFF LOCAL 2390

## APPENDIX A - WAGE SCHEDULE

			FY 2020- 2021 YEAR 1	FY 2021- 2022 YEAR 2
FD - 5	CAPTAIN A	0-12 MONTHS	\$ 20.10	\$ 20.70
FD - 5	CAPTAIN B	13+ MONTHS	\$ 20.71	\$ 21.33
FD - 4	LIEUTENANT		\$ 19.51	\$ 20.10
FD - 3	ENGINEER A	0-12 MONTHS	\$ 17.70	\$ 18.23
FD - 3	ENGINEER B	13+ MONTHS	\$ 18.33	\$ 18.88
FD - 2	FIREFIGHTER B	13+ MONTHS	\$ 16.08	\$ 16.57
	FIRE MARSHAL		\$ 28.71	\$ 29.57

\*Notes: Payroll system rounding may change cent(s) +/-  
FY 2020-2021 and FY 2021-2022 wages are effective the first day of the first full pay period

1. **RANGE FD - 2**  
At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.
2. **RANGE FD - 3**  
Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.
3. **RANGE FD - 4**  
Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.
4. **RANGE FD - 5**  
Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

## APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	FY 2020-2021 MONTHLY PAY	FY 2021-2022 MONTHLY PAY
Intermediate Firefighter	\$ 30.00	\$ 30.00
Advanced Firefighter	\$ 40.00	\$ 40.00
Master Firefighter	\$ 50.00	\$ 50.00
Fire Inspector	\$ 25.00	\$ 35.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00	\$ 25.00
Fire Instructor (3) Master	\$ 35.00	\$ 35.00
Fire Officer I	\$ 25.00	\$ 25.00
Fire Officer 2	\$ 0	\$ 35.00
Arson Investigator (Basic or Intermediate)	\$ 50.00	\$ 50.00
Driver/Operator	\$ 25.00	\$ 25.00
Aerial Driver	\$ 0	\$ 10.00
Fire Investigator	\$ 30.00	\$ 30.00
EMS Instructor	\$ 25.00	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 400.00	\$ 425.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00	\$ 250.00

**NOTE:** When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.