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Meet & Confer Agreement

Between

City of Austin

And

Austin/Travis County EMS Employees' Association

Effective October 1, 2008

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1 **Preamble**

2 The Charter of the City of Austin creates the City's classified service for non-
3 Civil Service employees and requires that the Director of Human Resources, under the
4 direction of the City Manager, install and maintain classification and pay plans for all
5 positions in the classified service. The City's Personnel Policies, recommended by the
6 Director of Human Resources and presented by the City Manager to the City Council,
7 govern the administration of the classified service.

8 The Personnel Policies, approved and adopted by the City Council for all non-
9 Civil Service employees, embody a set of principles for establishing and maintaining
10 harmonious and productive City employee relationships and managing a uniform plan of
11 position classification and compensation. The Policies also establish the City's system of
12 performance planning and review; safeguard employees' rights; provide for employee
13 development and advancement; and authorize employee benefits.

14 This Agreement, reached through the Meet and Confer process authorized by
15 Chapter 142 of the Texas Local Government Code, supplements the Personnel Policies as
16 they apply to those emergency medical services personnel employed by the City of
17 Austin in the Austin/Travis County Emergency Medical Services Department who are
18 included in the bargaining unit. No provision of this Agreement shall conflict with the
19 City Charter or diminish the inherent rights of the City to manage all aspects of the
20 Austin/Travis County Emergency Medical Services Department and its work force.
21 Unless a provision of this Agreement conflicts with or specifically supersedes the
22 Personnel Policies, all provisions of the Personnel Policies continue to apply to
23 emergency medical services personnel during the term of this Agreement.

1 **Article 1**

2 **Definitions**

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

5 1. “Agreement” means this Meet & Confer Agreement between the City of Austin and
6 the Austin/Travis County EMS Employees’ Association, as ratified by the Association
7 and the City Council.

8 2. “Association” means the Austin/Travis County Emergency Medical Services
9 Employees’ Association.

10 3. “Chapter 142” means Chapter 142 of the Texas Local Government Code.

11 4. “Days” means calendar days unless a provision specifies otherwise.

12 5. “Director” means the Director of the Austin/Travis County Emergency Medical
13 Services Department, any Acting Director of the Department, and any designee of the
14 Director or Acting Director.

15 6. “Emergency medical services personnel”; “covered employee”; “employee” or
16 “member(s) of the bargaining unit” means a City of Austin employee in the Austin/Travis
17 County Emergency Medical Services Department whose job duties require that they be
18 licensed as emergency medical services personnel in accordance with the Texas Health &
19 Safety Code, *except*

20 A. the Director and Assistant Director of the Department, who are exempt from the
21 coverage of Subchapter D of Chapter 142 of the Texas Local Government Code,
22 and

23 B. employees in the job title of Operations Manager (also sometimes referred to as

1 Division Commanders or Division Chiefs), who are exempt from the coverage of
2 such statute and this Agreement by agreement of the parties.

3 7. "Department" means the Austin/Travis County Emergency Medical Services
4 Department.

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1 **Article 2**

2 **Recognition, Authority, and Non-Discrimination**

3 **Section 1. Recognition.**

4 The City of Austin recognizes the Austin/Travis County Emergency Medical Services
5 Employees' Association as the sole and exclusive bargaining agent for the bargaining unit
6 comprised of all City of Austin employees in the Austin/Travis County Emergency
7 Medical Services Department whose job duties require that they be licensed or certified
8 as emergency medical services personnel in accordance with the Texas Health & Safety
9 Code, *except*

10 A. the Director and Assistant Directors of the Department, who are exempt
11 from the coverage of Subchapter D of Chapter 142 of the Texas Local
12 Government Code, and

13 B. employees at the organizational level directly below Assistant Director
14 (currently known as Operations Managers and sometimes known as
15 Division Commanders or Division Chiefs) who are exempt from the
16 coverage of such statute and this Agreement by agreement of the parties.

17 **Section 2. Authority.**

18 This Agreement is negotiated under the authority of Subchapter D of Chapter 142
19 of the Texas Local Government Code. It is not intended to deny local control by the City
20 over the wages, salaries, rates of pay, hours of work, or other terms and conditions of
21 employment of any member of the bargaining unit, except as provided by this Agreement
22 under the terms of Section 142.153 of the Texas Local Government Code.

1 **Section 3. Association Non-Discrimination.**

2 In consideration of this authority and the City's agreement to enter into
3 negotiations under Subchapter D of Chapter 142, the Association agrees to negotiate on
4 behalf of all employees included in the bargaining unit and to act impartially and without
5 discrimination on behalf of all such employees, irrespective of their membership or non-
6 membership status in the Association.

7 **Section 4. Joint Defense and Indemnification.**

8
9 The City shall jointly defend the provisions of this article on behalf of both parties,
10 and, to the extent permitted by law, shall indemnify the Association and hold it harmless
11 against any and all claims, demands, suits or other forms of liability that may arise out of,
12 or by reason of, any actions taken by the Association for any purpose of complying with
13 provisions of this article. The City shall be entitled to select and direct counsel for such
14 defense, but shall reasonably cooperate with counsel designated by the Association to
15 participate.

1 **Article 3**

2 **Association Business Leave**

3 **Section 1. Use of ABL**

4 The Association President may be permitted to have paid time off, designated as
5 Association Business Leave (ABL), for himself or other members, to conduct
6 Association business under the conditions specified in this Article.

7 **Section 2. Requests for Leave.**

8 All requests for ABL must be made in writing by the Association President and
9 submitted to the Director, or designee, at least fourteen (14) calendar days in advance of
10 the date of the requested leave. The Director, or designee, at his discretion, may approve
11 a late request for leave if he determines that circumstances warrant approval. All
12 requests are subject to approval of the Director, or designee, who will designate the
13 number of days' leave granted. To be considered timely, the request must be received in
14 person, by fax, or by e-mail by noon of the day notice is due.

15 **Section 3. Permitted Uses of ABL.**

16 ABL may be used for activities that directly support the mission of the
17 Department or the Association, but do not otherwise violate the specific terms of this
18 Article. It is specifically understood and agreed that Association pool time shall not be
19 utilized for legislative and/or political activities at the State or National level, unless they
20 relate to the wages, rates of pay, hours of employment, or conditions of work affecting
21 the members of the bargaining unit. At the local level, the use of Association pool time
22 for legislative and/or political activities shall be limited to raising concerns regarding
23 employee safety. Association pool time shall not be utilized for legislative and/or

1 political activities related to any election of public officials or City Charter amendments.

2 Association pool time shall not be utilized for legislative and/or political activities that

3 are sponsored or supported by the Association's Political Action Committee(s).

4 Association pool time shall not be utilized for legislative and/or political activities at the

5 local, state, or national level that are contrary to the City's adopted legislative program.

6 **Section 4. Funding of the Association Business Leave Pool.**

7 **A. Manner of Funding.** Within ten (10) days after ratification of this Agreement, the

8 City will contribute 575 hours of Association Business Leave to create a pool of leave time

9 which may be used in accordance with this Article. On or before January 10, 2009, the City

10 will contribute 2,300 hours to the pool and will contribute the same amount each calendar

11 year during the term of this Agreement. The City and the Association will track deductions

12 from the pool as Association Business Leave is granted.

13 **B. Administration of Pool.** Unused hours will remain in the pool to be

14 utilized in the following year. Hours of leave in the pool shall never have any cash or

15 surrender value. Hours in the pool at the termination of this Agreement will be available

16 to the Association for one year after expiration of this Agreement, regardless of whether

17 there is a successor Agreement between the parties. All hours in the pool must be used in

18 accordance with this Article, notwithstanding the expiration or termination of this

19 Agreement. Administrative procedures and details regarding the implementation of this

20 Article shall be specified in Departmental policy.

21 **Section 5. Indemnification.**

22 **The Association shall indemnify the City and any Department of the City and**

23 **hold it harmless against any and all claims, demands, suits, or other forms of liability**

- 1 **that may arise out of, or by reason of, any actions taken by the City or any Department**
- 2 **of the City for any purpose of complying with provision of this Article.**

1 **Article 4**

2 **Joint Committee**

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4 **Section 1. Limited Purpose of Committee.**

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6 The parties agree to create a Joint Committee, consisting of representatives from
7 Department management and the Association, in order to permit the Association an
8 opportunity to review and offer input into the revision of the Departmental policies listed
9 in Section 2. The Association seeks to accomplish its interest of contributing to policy
10 discussions. The City seeks to accomplish its interest in obtaining valuable input into
11 policy discussions and accomplishing “buy in” and support from employees, while
12 maintaining the right to implement policy without the need for approval by the
13 Association or the Joint Committee.

14 **Section 2. Policies.**

15 The policies subject to this Article and the Joint Committee process are limited to
16 the following:

17 Policy A19-A Promotions

18 Policy A20-A Transfers

19 **Section 3. Composition of Committee.**

20 The Joint Committee shall be composed of three (3) management representatives
21 appointed by the Director and three (3) employees appointed by the Association
22 President.

23 **Section 4. Committee Process.**

24 Before the Director implements changes in the policies listed in Section 2, the
25 affected policy shall be distributed through the system used to distribute Departmental

1 policies, indicating the revisions to be made to the policy. All interested employees shall
2 forward their comments to the Director and the Association President within fourteen
3 (14) days after the policy is distributed. The Committee may meet upon mutual
4 agreement of the Director and the Association President, if they jointly determine that full
5 Committee discussion is necessary. This provision does not preclude the implementation
6 of interim policy changes when the Director determines that the interests of the
7 Department or the public require such changes without delay. After input and
8 communication opportunities, the final determination of the content of Departmental
9 policies remains with the Director and it is understood and agreed that the approval of the
10 Committee or the Association is not required for policy changes to be effective.

11 **Section 5. Management Control.**

12 It is expressly understood and agreed that the Director continues to solely control
13 all decisions regarding Departmental policy-making and implementation and that the
14 Joint Committee process created in this article applies only to the policies listed in
15 Section 2.

1 **Article 5**

2 **Wages & Benefits**

3 **Section 1. Base Wage Increase FY 2008-2009.**

4
5 Effective in the pay period that begins on December 7, 2008, each employee covered by
6 this Agreement shall receive a two and one-half percent (2.5%) increase in base wages.

7 **Section 2. Base Wage Increase FY 2009-2010.**

8 Effective in the first pay period of Fiscal Year 2009-2010, each employee covered by this
9 Agreement shall receive a three percent (3.0%) increase in base wages; provided,
10 however, that if non-public safety employees of the City receive a base wage increase of
11 less than two and one-half percent (2.5%) for Fiscal Year 2009-2010, the three percent
12 (3.0%) base wage increase provided for in this Section shall be reduced to a base wage
13 increase of two and three-quarters percent (2.75%).

14 **Section 3. Base Wage Increase FY 2010-2011.**

15 Effective in the first pay period of Fiscal Year 2010-2011, each employee covered by this
16 Agreement shall receive a three percent (3.0%) increase in base wages.

17 **Section 4. Base Wage Increase for Option Year of Agreement FY 2011-2012.**

18 If the City exercises its option to extend this Agreement for a fourth year, as provided in
19 Article 10, each employee covered by this Agreement shall receive a three percent (3.0%)
20 increase in base wages for Fiscal Year 2011-2012.

21 **Section 5. Supplemental Pay Items.**

22 During the term of this Agreement, the following supplemental pay items shall be
23 available to employees covered by this Agreement, in accordance with criteria and
24 procedures issued by the Director.

1 A. Education Incentive Pay:

2 Bachelors' Degree: \$150 per month

3 Masters' Degree: \$200 per month

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5 An employee who qualifies for more than one Education Incentive Pay, as listed
6 above, shall receive only the highest pay item for which the employee qualifies.

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8 B. Speciality Pay:

9

10 Hazmat Qualified: \$175 per month

11 Rescue Qualified: \$175 per month

12 Tactical Qualified: \$175 per month

13 Communications ACS: \$150 per month*

14 *This specialty pay is payable only if funded by Travis County.

15

16 An employee may receive only one Specialty pay.

17

18 C. Bilingual Pay:

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20 All employees covered by this Agreement may participate in any Bilingual Pay
21 program authorized for non-public safety employees of the City, on the same terms
22 and conditions as authorized for non-public safety employees.

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24 D. Service Incentive Pay:

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26 Employees covered by this Agreement shall receive any Service Incentive Pay and/or
27 Service Incentive Pay Enhancement authorized by the City Council for non-public
28 safety employees of the City, on the same terms and conditions as authorized for non-
29 public safety employees.

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31 E. Pay for Performance:

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33 Employees covered by this Agreement who receive a performance rating higher than
34 the equivalent of the current "Satisfactory Performance" rating in the City's Pay for
35 Performance program shall be eligible for any incremental pay increase authorized
36 for non-public safety employees.

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38 F. Shift Incentive Pay

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40 Shift Incentive Pay shall continue to be available for employees covered by this
41 Agreement who qualify for the pay on the same terms and conditions applicable for
42 non-public safety employees of the City.

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1 **Section 6. Sick Leave Accrual.**

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3 Employees covered by this Agreement shall accrue Sick Leave based on the following

4 rates for each pay period in which benefits accrue.

5 <u>Work Week</u>	6 <u>Accrual Rate</u>
7 48 hours per week	4.98 hours per pay period
8 42 hours per week	4.33 hours per pay period
9 40 hours per week	3.83 hours per pay period

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11 **Section 7. Monthly Paid Compensation.**

12 It is expressly understood and agreed that the City reserves the right to pro-rate and

13 pay all monthly payments in bi-weekly equivalents.

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Article 6

Drug Testing

Section 1. Commitment to a Drug Free Workforce.

The Association and the City share a mutual interest in having a workforce that is not impaired by substance abuse. To further that mutual interest, both parties are committed to a drug testing policy that identifies employees who have violated the City’s or the Department’s rules, regulations, policies, and procedures.

Section 2. Drug Testing.

All employees, including the Director, will be subject to the following types of drug testing:

- A. Post-Accident: Employees are subject to post-accident testing for illegal drugs and controlled substances following any motor vehicle accident which results in a human fatality, an injury which is treated away from the scene, or the removal by towing of a vehicle involved in the accident.
- B. Random testing: One hundred percent (100%) of all employees will be subject to selection for mandatory testing for illegal drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the City’s expense.

Section 3. Testing.

A. The terms “illegal drugs” and “controlled substances” refer to the substances listed in Subsection A.I.R.6.b of the City of Austin Personnel Policies plus select medications that are approved for use by the Clinical Operating Guidelines, as designated by the Director in ATCEMS Departmental policy.

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2 b. All drug tests will be conducted in accordance with standards established by
3 the United States Department of Transportation, the Substance Abuse Mental Health
4 Services Administration (SAMHSA), ATCEMS Departmental policy, and will be
5 implemented in accordance with procedures adopted by the Director and the City's Human
6 Resources Department.

7 **Section 4. Authority of Director.**

8 Nothing in this Agreement shall be construed to limit the authority of the Director to
9 order an employee to submit to a drug or alcohol test based upon reasonable suspicion.

10 **Section 5. Confidentiality.**

11 All records pertaining to drug or alcohol tests conducted under this Article shall be
12 maintained by the City's Human Resources Department except to the extent that such
13 records are used in any disciplinary or legal proceeding.

14 **Section 6. Consequences of Violations.**

15 Any employee who fails a drug test or refuses to submit to any required drug test
16 will be subject to disciplinary action up to and including termination. All disciplinary action
17 shall be determined and administered by the Director.

1 **Article 7**

2 **Contract Dispute Resolution Procedure**

3 **Section 1. Grievances.**

4 The purpose of this procedure is to establish an effective method for the fair,
5 expeditious and orderly adjustment of grievances, and is exclusively for contract
6 grievances. A grievance is defined as any dispute, claim, or complaint involving the
7 interpretation, application, or alleged violation of any provisions of this Agreement. The
8 Association or any employee covered by this Agreement may file a grievance under the
9 terms of this Agreement. Each grievance shall be submitted on a form agreed to by the
10 parties and must include:

- 11 (1) a brief statement of the grievance and the facts or events upon which it is
12 based;
13 (2) the section(s) of the contract alleged to have been violated;
14 (3) the remedy or adjustment sought; and
15 (4) the steps taken by the grievant to resolve the issue.

16 **Section 2. Procedure**

17 **A. Step 1**

18 The Association President or an employee who is aggrieved must file a grievance
19 with the Association Grievance Committee or Board of Directors within twenty (20) days
20 after the date upon which the Association President or employee knew of or should have
21 known of the facts or events giving rise to the grievance. A copy of the grievance shall
22 be forwarded to the Director or his designee by the Association within three (3) days of
23 receipt of the grievance. The Association Grievance Committee or Board of Directors
24 shall, within fifteen (15) days of receipt of the grievance, determine, in its sole discretion,

1 whether a valid grievance exists. If the Association Grievance Committee or Board of
2 Directors determines that no valid grievance exists, it shall notify the Director or his
3 designee that no further proceedings will be necessary. If the Association Grievance
4 Committee or Board of Directors determines that the grievance is valid, it shall process
5 the grievance by forwarding the written grievance to Step 2 of this procedure.

6 **B. Step 2**

7 Any grievance found to be valid by the Association, shall be submitted to the
8 Director within ten (10) days of the Step 1 ruling. After receipt of the grievance, the
9 Director shall, within ten (10) days of receipt of the grievance, submit his response in
10 writing to the Association.

11 **C. Step 3**

12 If the grievance is not resolved at Step 2, the Association shall have ten (10) days
13 from receipt of the Director's decision to submit the matter to arbitration. The arbitration
14 procedure will be implemented by the Association notifying the Director in writing of its
15 intent to submit the grievance to arbitration.

16 **D. Step 4**

17 If a grievance is submitted to arbitration, the City and the Association may, within
18 five (5) days of such request, mutually agree to a neutral arbitrator. If the parties are
19 unable to agree on the selection of an arbitrator, the City and Association shall, within
20 five (5) days, jointly request a list of seven (7) arbitrators from the American Arbitration
21 Association or the Federal Mediation and Conciliation Service. Within ten (10) days
22 following receipt of the list of arbitrators, the parties shall select an arbitrator by each
23 party in turn striking one (1) name from the list until only one (1) name remains. The

1 remaining individual on the list shall serve as the arbitrator. The arbitrator so selected
2 shall, through the agency selected, be promptly notified of his selection and the parties, in
3 agreement with the arbitrator, shall select a time, place and date for the hearing of the
4 grievance.

5 (a) Within thirty (30) days after conclusion of the hearing, the arbitrator shall
6 issue a written opinion and ruling with respect to the issues presented, a
7 copy of which shall be mailed or delivered to the Association and the City.

8 (b) With respect to the application, interpretation and enforcement of the
9 provisions of this Agreement the decision of the arbitrator shall be final and
10 binding on the parties to this Agreement.

11 (c) The arbitrator's authority shall be limited to the interpretation and application
12 of the terms of this Agreement and/or any supplement thereto. The arbitrator
13 shall have no jurisdiction or authority to establish provisions of a new
14 agreement or modify the present Agreement or to arbitrate away, in whole
15 or in part, any provisions of the Agreement or amendments thereto.

16 (d) The cost of the impartial arbitrator shall be borne by the losing party. In the
17 event of a composite decision, the arbitrator shall determine the portion of
18 such cost to be borne by each party. If a transcript of the proceedings is
19 requested, then the party so requesting shall pay for such transcript, unless
20 otherwise agreed to by the parties.

21 (e) Each party shall be responsible for the cost of the attendance of its witnesses
22 at a contract grievance hearing.

1 **Section 3. Timelines and Calculation of Days.**

2 For the purposes of this Article, a day is defined as a business day on which the
3 City conducts normal business. All time limits set forth in this Article may be extended
4 by written mutual consent, but if not so extended they must be strictly observed. Failure
5 of the Association or the grievant to comply with the time limits set forth will serve to
6 declare the grievance settled, and no further action shall be taken. Failure of the City to
7 respond within the time limits shall constitute a denial of the grievance and the grievant
8 (Association) may proceed to the next step.

9 **Section 4. Election of Remedies.**

10 It is specifically and expressly understood that filing a grievance under this Article,
11 which has as its last step final and binding arbitration, constitutes an election of remedies.
12 Any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited
13 to the grounds that the arbitrator exceeded his or her authority and jurisdiction as
14 provided under this Agreement, that the decision of the arbitrator was procured by fraud
15 or collusion or that the arbitrator's decision is based upon a clear and manifest error of
16 law.

17 **Section 6. Effect of Contract Expiration on Pending Grievances.**

18 Notwithstanding any other provision of this Agreement, the Agreement's expiration
19 during the pendency of a contract grievance will not preclude processing of the
20 grievance, although relief granted, if any, will be limited to the period during which the
21 Agreement was in effect.

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1 **Article 8**

2 **Entire Agreement**

3 **Section 1. Subjects and Issues.**

4 The parties acknowledge that during the negotiations which resulted in this
5 Agreement, each had the unlimited right and opportunity to raise issues and make
6 proposals with respect to any subject or matter not removed by law from the Meet and
7 Confer process, and that the understandings and agreements arrived at by the parties after
8 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the
9 City and the Association, for the duration of this Agreement, each voluntarily and
10 unqualifiedly waive the right, and each agrees that the other shall not be obligated, to
11 bargain with respect to any subject or matter referred to, or covered in this Agreement, or
12 with respect to any subject or matter referred to, or covered in this Agreement, or with
13 respect to any subject or matter not specifically referred to or covered in this Agreement,
14 even though such subjects or matters may not have been within the knowledge or
15 contemplation of either or both of the parties at the time they negotiated or signed this
16 Agreement.

17 **Section 2. Benefit of the Bargain**

18 A. This Agreement may be amended during its term by the parties only by
19 written mutual agreement ratified in accordance with the provisions of Chapter 142. In
20 the event that the Texas Legislature amends any provision of Texas law that affects
21 wages or benefits for the employees covered by this Agreement, any such amendment
22 shall not be applicable to such employees during the term of this Agreement, unless the
23 City Council adopts such amendment by Resolution. Examples of wages and benefits

1 include, but are not limited to, base salary, longevity, assignment pay, sick leave,
2 vacation, overtime, and health insurance.

3 B. During the negotiation of this Agreement, the City and the Association
4 have agreed on the stated enhancements to employee compensation and benefits, in
5 reliance on the cost of those enhancements. Both parties acknowledge that this
6 Agreement would not have been reached, as reflected in this document, if the cost to the
7 City had been higher. In the event of any grievance arbitration in which the Association
8 asserts the right to additional compensation or pay enhancements based on the provisions
9 of this Agreement, the arbitrator shall consider the cost of the contractual pay and
10 benefits enhancements as part of the mutual agreement and meeting of the minds that
11 resulted in approval of this Agreement by both parties.

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1 **Article 9**

2 **Savings Clauses and Pre-emption Provision**

3 **Section 1. Effect of Illegal Provision.**

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

11 **Section 2. Pre-emption.**

12 To the extent allowed by law, the provisions of this Agreement shall supersede
13 the provisions of any statute, executive order, local ordinance, rule, or policy with which
14 they specifically conflict. This preemption provision is authorized by Section 142.160 of
15 the Texas Local Government Code, and the parties have expressly agreed that each and
16 every provision involving or creating such a conflict shall have the effect of superseding
17 the statutory standard or result which would otherwise obtain, in the absence of this
18 agreement. This provision is of the essence to the bargain and agreement which has been
19 reached.

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Article 10

Term of Agreement

Section 1. Term of Agreement.

This Agreement shall be effective as of the date it is ratified by the City Council and shall remain in full force and effect, subject to the provisions of this Article, until the 30th day of September, 2011.

Section 2. Additional Option Year.

The City may, at its option, extend this Agreement for one additional year, by notifying the Association on or before March 1, 2011, that it chooses to so extend this Agreement. All provisions of this Agreement will remain in full force and effect, subject to the provisions of this Article, during the additional year of this Agreement, which shall end on September 30, 2012.

Section 3. Notice and Renegotiation.

If either the City or the Association desires to engage in negotiation for a successor Agreement, then either or both shall give the other party written notice of its desire to negotiate for a new Agreement no less than 120 days before the expiration of the present Agreement. In the event that notice of intent to renegotiate is given by either party, the parties will begin negotiations for a new Agreement not later than 60 days after notice is given, unless the parties agree otherwise.

Section 4. Continuation During Negotiations

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) day increments by mutual written

1 agreement, during any period of good faith negotiations after such termination date, not
2 to exceed a total of six (6) months.

3 **Section 5. Effect of Termination**

4
5 In the event that a successor Agreement has not been ratified before the expiration
6 date of this Agreement (either the expiration date of September 30, 2011, or the extended
7 expiration date of September 30, 2012), all provisions of this Agreement, both economic
8 and non-economic, shall expire and no longer be in full force and effect, except as to
9 specific Articles or Sections hereof which provide that some or all of their terms will
10 continue beyond expiration of this Agreement.

11 **Section 6. Funding Obligations.**

12 The City presently intends to continue this Agreement each fiscal year through its
13 term, to pay all payments due, and to fully and promptly perform all of the obligations of
14 the City under this Agreement. All obligations of the City shall be paid only out of
15 current revenues or any other funds lawfully available therefor and appropriated for such
16 purpose by the City Council, in compliance with the Texas Constitution, Article 11,
17 Sections 5 and 7.

1 **Article 11**

2 **Notices**

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5 **Section 1. Association Notices.**

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7 Notices the Association is required to provide to the City under this Agreement,
8 unless specifically noted otherwise, will be provided in writing to the office of the
9 Director and the designated representative of the City Attorney’s Office.

10 **Section 2. City Notices.**

11
12 Notices the City is required to provide to the Association under this Agreement
13 unless specifically noted otherwise, will be provided in writing to the Association
14 President’s office and the Association’s designated attorney.

15 **Section 3. Designation of Notice Recipients.**

16
17 Within 10 calendar days after the effective date of this Agreement, both parties
18 will provide the other written notice of the correct mailing and e-mail addresses of its
19 designated recipients.

20 **Section 4. Timeliness of Mail Notice.**

21
22 A notice provided by mail will be deemed timely if addressed to the two correct
23 mailing addresses for the City or the Association and postmarked no later than the date
24 such notice is due.

25 **Section 5. Adequacy of Email Notice.**

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27 Use of email communications under this paragraph shall be preceded by
28 confirmed exchanges at the outset of the agreement, from the sending to receiving
29 servers, prior to using the email option for notices under this section. Each party agrees
30 to provide notice of any change in email addresses of any designated recipient following

1 the initial exchange of emails. In recognition of the fact that email systems are dependent
2 on a number of technical factors, the parties agree to confirm the receipt of email notices
3 by sending a “read receipt” to the other party or sending a brief acknowledgment of
4 receipt. A notice sent by e-mail will be deemed timely if addressed to the two correct e-
5 mail addresses for the City or the Association and sent by 4:59 p.m. on the due date.

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

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

