

**MEET AND CONFER AGREEMENT  
BETWEEN  
THE SAN MARCOS PROFESSIONAL  
FIREFIGHTERS ASSOCIATION LOCAL #3963  
AND THE  
CITY OF SAN MARCOS, TEXAS**



**REDLINE**

**Final Agreement  
2019-2022**

Ratified by SMPFFA

August 2, 2019

Approved by the City Council

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**REDLINE REVIEW DRAFT - PAGE NUMBERS ARE NOT ACCURATE**

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**ARTICLE 1**  
**RECOGNITION**

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered Firefighters, pursuant to Section 142.108 of Chapter 142, Texas Local Government Code, excluding the Fire Chief and appointed Assistant Fire Chiefs, the employees of the Fire Department exempt under Texas Local Government Code Section 142.108(b), until recognition is withdrawn pursuant to law.

It is intended to include only all permanent paid employees of the Fire Department who have been hired in substantial compliance with the provisions of Chapter 143 of the Texas Local Government Code but does not include civilian employees, other employees, or those excluded above.

This Agreement is not intended to deny local control by the City nor restrict or diminish the management rights of the City except as expressly provided by this Agreement under section 142.109 of the Texas Local Government Code.

**ARTICLE 2**  
**DEFINITIONS**

1. "Agreement" refers to this Meet and Confer Agreement, negotiated between the City of San Marcos and the San Marcos Professional Firefighters Association Local # 3963.
2. "Association" means the San Marcos Professional Firefighters Association Local # 3963.
3. "Calendar days" means each day inclusive of weekends and holidays.
4. "Chief" means the Fire Chief of the City of San Marcos, including any interim or acting Fire Chief.
5. "City" means the City of San Marcos.
6. "College hours" or "College Degree" shall mean credit hours or degree from a college or university recognized by the Southern Association of Colleges and Schools or a similar regional association recognized and approved by the United States Department of Education.
7. "Commission" means the Firefighters and Police Officers Civil Service Commission of the City of San Marcos.
8. "Department" means the Fire Department of the City of San Marcos.
9. "Director" means the Director of the Firefighters' and Police Officers' Civil Service Commission.
10. "Party" or "Parties" means the City of San Marcos and the San Marcos Professional Firefighters Association Local # 3963.
11. "Firefighter" means a person who is defined as fire protection personnel under Section 419.021, Texas Government Code and who is employed in the City of San Marcos Fire Department and does not include non-Fire Department employees.
12. "DSHS" means the Texas Department of State Health Services or its successor.
13. "TLGC" means the Texas Local Government Code.
14. "Member" means a Firefighter.
15. "Shift Personnel" means Firefighter assigned to a 53-hour week.
16. "Staff Personnel" means a Firefighter assigned to a 40 hour work week.

**ARTICLE 3**  
**HIRING**

**Section 1. Entrance Examination**

- A. In order to be eligible for appointment to a beginning position with the San Marcos Fire Department, an applicant must possess, on the date of examination, both of the following certifications:
1. Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression Certification. DSHS Emergency Medical Services Certification Paramedic (National Registry, Licensed, or Certification).
- B. The Civil Service Director, with the agreement of the Chief and review by the Association President, may:
1. Waive the requirement for Paramedic certification providing an entrance test allowing EMT Basic and higher. All certifications are DSHS Emergency Medical Services Certification Paramedic (National Registry, Licensed, or Certification). Preference will be provided as follows:
    - a. Dual Firefighter/Paramedic certified candidates.
    - b. Dual Firefighter/Intermediate certified candidates
  2. Waive the requirement for Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression certification and allow an entrance test for Paramedic certified candidates as in Section 1.A.2 above (require single certification rather than dual certification)
  - 2-3. Defer providing proof of required certifications until the hiring process (not at the entrance exam).
- C. The Civil Service Director may administer the written entry level examinations on different dates, times and locations, not to exceed a six-week period, at his/her discretion to create a single eligibility list.

**Section 2. Lateral Entry Program**

The Lateral Entry Program will help recruit qualified dual certified Firefighter/Paramedics. Upon successful completion of the testing process, the Fire Chief will meet with the background investigator to confirm that the applicant meets the criteria to take advantage of this program.

- A. Eligibility Requirements - Applicants must:
1. Be certified as outlined in section 1 above.
  2. Have at least two (2) years prior full-time work experience with similar duties in a comparable fire and/or EMS agency; two years of experience will qualify for advancing one step to a maximum of 3 steps (Step 19.03).



**Section 4. Paramedic Certification Requirement Grandfather**

Firefighters hired prior to June 30, 2019 who have not yet successfully completed paramedic training and become paramedic certified within seven (7) years of their hire date, will be grandfathered meaning these employees will not be required to attend paramedic training or be required to obtain paramedic certification, but may still attend paramedic training and obtain paramedic certification if agreed upon by the employee and the Fire Chief.

All firefighters are required to maintain the Texas Department of State Health Services (DSHS) EMS certificate which was held on the hire date, or higher if attained after hire, for the duration of their employment with the San Marcos Fire Department.

The City may create positions to oversee EMS functions. A requirement for these assignments will be paramedic certification. This waiver or grandfather will not apply to these positions requiring Paramedic certification. Employees will be required to obtain paramedic certification if promoted to one of these positions.

If the City elects to operate fire-based EMS, and there is a need for employees to be emergency medical technician-paramedic (EMT-P) National Registry (NR) certified, grandfathered employees will be required to obtain paramedic certification if promoted to one of the newly created Driver/Engineer positions on the ambulances.

**Section 5. Preemption**

To the extent of any conflict, the provisions of this article preempt TLGC Chapter 143 including Section 143.025(f), and any state statute, local ordinance, executive order, civil service provision or rule adopted by the head of the Fire department or City of San Marcos or by a division or agent of the City such as a personnel board or civil service commission as per TLGC Section 142.117.

**ARTICLE 4**  
**WAGES AND COMPENSATION**

**Section 1. Monthly Base Pay**

1. The base rate for Firefighters shall be determined as follows (Attachment A):

- a. For the First Contract Year: [Implementation of new pay plan - Attached in appendix A](#)
- b. For the Second Contract Year: ~~32.5~~%
- c. For the Third Contract Year: ~~32~~%

2. To implement the plan:

- a. Firefighters will be placed based on their current rate of pay in the rank/step, with the rate that is the closest higher rate in the new plan.
- b. Firefighters who are topped out in rank in the current pay plan at implementation -will have a new step date of October effective October 1, 2019.-

3. Progression within the pay plan:

- a. When sworn in, firefighters will be placed on 19.00.
- b. Firefighters hired through the lateral entry program may be placed up to step 19.03.
- c. Upon promotion, a firefighter will move to the same step in the new rank (slide over to the same step in the next rank). For example, a firefighter at 19.10 promotes to Driver 20.10 on August 15<sup>th</sup> and has a November step date. Following promotion, the Driver receives a step increase to 20.11 in November.
- d. Firefighters will increase to the next step in their rank/step each year on their anniversary date until reaching the maximum step.

**Section 2. Longevity Pay**

Longevity Pay will be capped after 20 years of service.

1. Longevity service:

- a. "In Department": Firefighters beginning service with the Department will earn longevity pay as set forth in Attachment B (time in the department).
- b. Employee Transfers:
  - 1. Employee's with prior service time in other departments of the city will also receive compensation for that prior service time at the rate outlined in the Employee Handbook.
  - 2. Transfers between the Fire and Police Department after October 1, 2009 will receive for time in "the department" as defined in item 1a above, at the rate in the longevity schedule for the department they are transferring to as outlined in the Agreement.

- c. The total longevity payment will not exceed the maximum cap established in the Longevity Schedule attached to the approved Agreement.

2. Longevity shall be paid annually, each November.

**Section 3. Education and Firefighter Certification Incentive Pay**

Effective October 1, 2012, the City will provide incentive payments to Firefighters as outlined below for education or Certification by the Texas Commission on Fire Protection. Monthly incentive payments are limited to the highest single limit of education or certification. A maximum cap of \$100 shall also apply.

<u>EDUCATION:</u>		<u>CERTIFICATION:</u>	
Associate	\$50	Intermediate	\$50
Bachelor	\$75	Advance	\$75
Master	\$100	Master	\$100

**Section 4. Advanced EMS Certification**

Effective October 1, 2012, the City will provide monthly incentive payment to firefighters who possess and maintain a current Advanced EMS certification as outlined below:

EMT-Intermediate	\$ 75
EMT-Paramedic	\$150

**Section 5. Assignment Pay**

Fire department personnel who are assigned by the fire chief to work a staff assignment (Monday – Friday, 40-hour week) shall be paid assignment pay in the amount of \$325 per month as compensation for specialized services. ~~These assignments are currently for Support Services Officer and Training Officer.~~

**Section 6. Administration**

The City shall establish procedures for the administration of the premium pay. Firefighters will be responsible for submitting for pay premium payments. All certifications must be current to receive premium pay.

**Section 7. Preemption**

To the extent of any conflict, the provisions of this Article preempt TLGC Chapter 141, 142 and 143, including Section 141.032, 141.033, 143.038, 143.041, and any state statute, local ordinance, executive order, civil service provision or rule adopted by the head of the Fire Department, the City of San Marcos or by a division or agent of the City such as a personnel board or civil service commission as per TLGC Section 142.117.

**ARTICLE 5**  
**RESIDENCY INCENTIVE**

Effective on the date of this Agreement and subject to the appropriation of funding for the program during each fiscal year, a Firefighter (excluding spouses who are also a firefighter) who moves into and agrees to maintain his principal residence and actually resides within the city limits of the City may be eligible for residency incentive. The terms, conditions, eligibility, and amount of such program shall be determined by the City. The parties agree that this Article supersedes any conflicting provisions of Section 150.021 (for this program only) and Section 143.041(b) and any other applicable provision of the Texas Local Government Code.

**ARTICLE 6**  
**SICK LEAVE AND VACATIONS**

**Section 1. Sick Leave**

Notwithstanding TLGC 143.045, firefighters will accrue and use sick leave on the basis of hours. A firefighter who leaves the classified service for any reason is entitled to payment for his/her accumulated sick leave as per current practice as of October 1, 2009, at the firefighters base pay hourly rate at their current classification and pay step. This provision shall, to the extent of any conflict, supersede TLGC §143.045, any state statute, city ordinance, city policy, department rule or local civil service rule.

**Section 2. Vacation**

Notwithstanding TLGC §143.046, firefighters will accrue and use vacation leave on the basis of hours. A firefighter who leaves the classified service for any reason is entitled to payment for his/her accumulated vacation leave as per current practice as of October 1, 2009 at the firefighter's base pay hourly rate at their current classification and pay step. This provision shall, to the extent of any conflict, supersede TLGC §143.046, any state statute, city ordinance, city policy, department rule or local civil service rule.

**ARTICLE 7**  
**MILITARY LEAVE POOL**

**Section 1. Introduction**

A Firefighter who is absent due to military duty, as defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA) or applicable law of the State of Texas, is entitled to a leave of absence upon presentation of official orders to attend authorized training or properly authorized military duty.

This military leave pool shall benefit a firefighter who is:

1. a member of the Texas National Guard or the armed forces reserves of the United States;
2. called to active federal military duty; and
3. Firefighters serving on active duty for longer than 15 working days.

**Section 2. Establishment of Military Leave Pool**

This pool shall be funded by a reduction of vacation leave annually in the amount of three (3) hours per Firefighter, during the first pay period of the calendar year. Association members may increase their contribution up to twenty-four (24) hours or decline participation by providing written notice to the Director at least thirty (30) days prior to the beginning of the calendar year.

The City will track contributions to and deductions from the Pool. Once a contribution has been made to the Pool, there shall be no transfer of the time back into any individual firefighter's leave time account, and there will be no cash payout for any remaining time in the Pool. Any hours not used in one (1) year will remain in the Pool to be utilized the following year. Such pool hours shall never have any cash or surrender value.

**Section 3. Use of Military Leave Pool**

A. Firefighters who have donated to this pool are eligible to receive hours from the pool.

B. Working Days

Firefighters are eligible for up to 15 working days of leave as follows:

1. Shift Personnel: Employees who are assigned to a shift work 24 hours. As a result, shift personnel are eligible for 24 hours of military leave for each full shift missed or portion thereof.
2. Staff Personnel: Employees who are assigned to staff positions work 8 hours per shift and use 8 hours of leave for each shift missed.
3. If less than a full shift is missed, the actual number of hours shall be deducted from the pool.

C. City Policy

The City provides all employees with paid military leave of up to fifteen (15) working days per fiscal year.

D. Military Leave Pool

At the end of the City provided Military Leave, firefighters may apply for up to fifteen (15) additional working days of military leave from this pool as paid military leave.

1. If a firefighter is called up for longer than 30 consecutive days:
  - a. Firefighters who are on involuntary military leave may apply for salary continuation from this pool. An application for salary continuation must be submitted which is subject to approval by the City Manager. An application for salary continuation must be submitted and information provided to determine the salary difference.
  - b. Firefighters on voluntary leave may use their available leave or may elect to use leave without pay at their discretion.
2. A firefighter who has served on active duty for a period of three (3) continuous months, or longer, is eligible to apply for Military Leave Pool hours to provide salary continuation and supplement military pay not to exceed the base pay earned while actively working for the Department. An application for salary continuation must be submitted and information provided to determine the salary difference.
3. Requests for Salary Continuation through the Military Leave Pool shall be made by submitting a request, in advance when possible, to include a copy of official orders requiring a firefighter to attend authorized training or properly authorized military duty. Application shall be made to the Department and the Fire Chief along with a list of days the firefighter anticipates using the Military Leave Pool. In the case of deployment, firefighters are encouraged to contact Human Resources as early as possible regarding your need for leave. Military Leave time shall be marked on the leave request. A separate application will be required for firefighters desiring salary continuation from the pool for consecutive leave for involuntary call up on a form provided by the City.

G.E. The City shall distribute the available leave hours equally among eligible Firefighters. If the Pool hours are depleted, no leave will be available until the next contributions are credited to the pool. Should the military leave pool not have sufficient hours available, a special donation may be opened to allow additional donations. There will be no retro pay for periods when the pool has no available hours.

H.F. Return to work following military leave will be subject to the provisions of USERRA and applicable State or Federal law.

#### **Section 4. \_\_\_\_\_ Salary Continuation**

At the end of thirty working days, firefighters who are on involuntary military leave as outlined in Section 3(D)(2)(a) are eligible to apply for additional Military Leave Pool hours to supplement military pay to earn the amount of base pay earned prior to military leave through salary continuation. Salary continuation for involuntary military leave is subject to approval of the City Manager.

Firefighters on continuous military leave in excess of three months may also apply for salary continuation.

Salary continuation will be based upon the difference between base pay with the department and military pay. Military pay and Leave Pool pay shall not exceed base pay earned while actively working in the department.

**Section 5. Preemption**

To the extent of any conflict, the provisions of this Article preempt TLGC Chapter 141, 142 and 143, including Section 143.075, and any state statute, local ordinance, executive order, civil service provision or rule adopted by the head of the Fire Department, the City of San Marcos or by a division or agent of the City such as a personnel board or civil service commission as per TLGC Section 142.117.

**ARTICLE 8**  
**APPOINTMENT OF ASSISTANT CHIEF**

**Section 1. Appointment of Assistant Chief**

Promotion to the classification of Assistant Chief shall be exempt from competitive examination, and, instead, shall continue to be made by appointment by the Chief, at the Chief's discretion. The Fire Chief will not be required to make promotions to the classification of Assistant Chief within any specific time period. Any person appointed as Assistant Chief may be demoted to their prior tested rank or equivalent as stated in Article 8, at the discretion of the Fire Chief and shall have no right to prior notice, statement of charges or to grieve or appeal such demotion. Neither the Civil Service Commission nor any Arbitrator or court shall have any jurisdiction, power or authority to investigate or review such demotion or alter the terms of any demotion.

**Section 2. Additional Assistant Chief Position(s)**

A second Assistant Chief position is authorized. The additional Assistant Chief position shall also be exempt from competitive examination and shall be appointed by the Fire Chief, at the Fire Chief's sole discretion and subject to the provisions of Section 1 above.

**Section 3. Fire Based EMS** (see also Article 13)

In the event the City implements fire-based EMS, an additional Assistant Chief position is authorized (third assistant Chief), if the City elects to assign staff at that rank. Appointments made within three years of the appointment of the first person hired under this provision, will be open to qualified candidates from outside of the Department. Candidates appointed under this Section shall not be members of the classified service at appointment and will not have the protections of civil service at employment or for the duration of employment.

Three years following the hiring of the first employee under this section, any vacancies in the position will be filled according to the provisions outlined in Section 1 above.

**Section 4. Preemption**

The parties agree that the provisions of this Article preempt during the term of this agreement and to the extent of any change or conflict, all contrary state statutes, including TLGC 141, 142, 143, Section 143.014, 143.102 and Section 143.085, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the fire department, the City of San Marcos or by a division or agency of the city, such as a personnel board or a civil service commission.

**ARTICLE 9**  
**PROMOTIONAL ELIGIBILITY**

**Section 1. Prerequisites**

In order to be eligible to be promoted from an existing promotional eligibility list, the candidate must also meet the following requirements of classes and points based on education and elective classes on the date of appointment (date position is filled) to the following classification or rank. Required classes/certifications are listed below each rank. Points are based on elective classes and education.

Effective 10/1/2015 (Year 1)

Core/Required Courses and Points by Rank:

- ~~● **Driver/Operator – 5 Points Required**~~
    - ~~— TCFP Driver/Operator Certification \*~~
  - ~~● **Captain – 10 Points Required (5 points from driver plus additional 5 points)**~~
    - ~~— TCFP Fire Officer II Certification \*~~
    - ~~— TCFP Fire Instructor II Certification \*~~
    - ~~— TCFP Intermediate Structure Fire Protection Personnel Certification~~
  - ~~● **Battalion Chief – 13 Points Required (10 points from Captain plus additional 3 points)**~~
    - ~~— Pro Board or TCFP Fire Officer IV Certification \*~~
    - ~~— TCFP Advanced Structure Fire Protection Personnel Certification \*~~
- ~~\* Core/Required Courses – points for required courses count toward the required total.~~

Effective 10/1/2016 (Year 2)

- **Driver/Operator – 6 Points Required**
  - TCFP Driver/Operator Pumper Certification \*
  - TCFP Hazardous Materials Technician Certification \*
- **Captain – 12 Points Required (6 points from driver plus additional 6 points)**
  - TCFP Fire Officer II Certification \*
  - TCFP Fire Instructor II Certification \*
  - TCFP Intermediate Structure Fire Protection Personnel Certification
- **Battalion Chief – 18 Points Required (12 points from Captain plus additional 6 points)**
  - Pro Board or TCFP Fire Officer IV Certification \*
  - TCFP Advanced Structure Fire Protection Personnel Certification \*

\* Core/Required Courses – points for required courses count toward the required total.

2019-2022 Meet and Confer Agreement  
 Between the San Marcos Professional Firefighters Association and the City of San Marcos, Texas  
 CONFIDENTIAL NEGOTIATION DOCUMENT PENDING RATIFICATION BY SMPFFA AND APPROVAL BY THE CITY OF SAN MARCOS CITY COUNCIL

Approved Classes/Certifications:	Certifications:
<ul style="list-style-type: none"> <li>• MCTO Series (all 4) or DMICO – 1t (1pt maximum)</li> <li>• Local Delivery NFA Course – (30+ hours of instruction) – 1 pt</li> <li>• Local Delivery NFA Course – (70+ hours of instruction) – 2 pts</li> <li>• Resident NFA Course - Attended at NFA Maryland (30-69 hours of instruction) – 2pts</li> <li>• Resident NFA Course - Attended at NFA Maryland (70+ hours of instruction) – 3pts</li> <li>• <b>Rescue Class (70+ hours of instruction or Advanced Level Certificate) – 2 pts each</b> <ul style="list-style-type: none"> <li>– RESET Level I/II Rope Class (80hrs)</li> <li>– Other 70+ hour Rescue Class/Certification (not listed)</li> </ul> </li> <li>• <b>Rescue Class (30+ hours of instruction or Technician level) – 1pt each</b> <ul style="list-style-type: none"> <li>– Rope</li> <li>– Confined Space</li> <li>– High Angle</li> <li>– Trench</li> <li>– Agricultural</li> <li>– RESET General Rescuer Certification</li> <li>– RESET Swiftwater Rescue Technician Certification</li> <li>– RESET Confined Space Level I/II Certification</li> <li>– Swiftwater Rescue Certification (30+hrs or Technician)</li> <li>– Other 30+ hour Rescue Class/Certification (not listed)</li> </ul> </li> <li>• DSHS EMT-I Certification – 1pt</li> <li>• DSHS EMT-P Certification – 2pts</li> <li>• Texas Fire Chiefs Academy (80hrs) – 2pts</li> <li>• <a href="#">Fire Service CEO – 1 pt</a></li> </ul> <p><b>COLLEGE EDUCATION (highest level)</b></p> <ul style="list-style-type: none"> <li>– Associate’s Degree <span style="float: right;">1</span></li> <li>– Bachelor’s Degree <span style="float: right;">2</span></li> <li>– Master’s Degree <span style="float: right;">3</span></li> </ul>	<ul style="list-style-type: none"> <li>• TCFP Driver/Operator <a href="#">Pumper Cert</a> – 2pts</li> <li>• <a href="#">TCFP Driver/Operator Aerial Cert</a> – 2pts</li> <li>• TCFP HazMat Tech Certification – 2pts</li> <li>• TCFP HazMat Incident Commander – 1pt</li> <li>• Fire Instructor Certification (highest level):                     <ul style="list-style-type: none"> <li>– TCFP Fire Instructor I Certification – 1pt</li> <li>– TCFP Fire Instructor II Certification – 2pts</li> <li>– TCFP Fire Instructor III Certification – 3pts</li> </ul> </li> <li>• Fire Officer Certification (highest level):                     <ul style="list-style-type: none"> <li>– TCFP Fire Officer I Certification – 1pt</li> <li>– TCFP Fire Officer II Certification – 2pts</li> <li>– TCFP or Pro Board Fire Officer III Cert. – 3pts</li> <li>– TCFP or Pro Board Fire Officer IV Cert. – 4pts</li> </ul> </li> <li>• Fire Certification (highest level):                     <ul style="list-style-type: none"> <li>– TCFP Intermediate Structure Fire Protection Personnel Certification – 1pt</li> <li>– TCFP Advanced Structure Fire Protection Personnel Certification – 2pts</li> <li>– TCFP Master Structure Fire Protection Personnel Certification – 3pts</li> </ul> </li> <li>• TCFP Fire/Arson Investigator Certification – 2pts</li> <li>• TCFP Fire Inspector Certification – 2pts</li> <li>• TCFP ARFF Certification – 2pts</li> <li>• Wildland Fire Protection Cert. (highest level)                     <ul style="list-style-type: none"> <li>– TCFP Basic Wildland Fire Prot. Cert. – 1pt</li> <li>– TCFP Intermediate Wildland Fire Prot. Cert. – 2pts</li> </ul> </li> <li>• TCFP Incident Safety Officer Basic Cert. – 1pt</li> <li>• TMLIRP or City Sponsored Supervisory Class (30-40 hours) – 1pt</li> </ul>

\*A firefighter who has obtained a certification and/or degree that is denoted with “highest level” will receive the highest single point value assigned to that category. For example, an employee with an associate’s degree and a Bachelor’s degree will receive 2 points.

Both parties recognize that course curriculums evolve over time and changes may be required during the term of this agreement. Should changes be required or desired, this list may be modified by written agreement of the Association President and the Chief with written notification to the Director.

A firefighter who has successfully completed a class and successfully passed the certifying exam, may be credited with points for that class pending receipt subject to approval of both the Chief and the Association President. When applicable, consideration of crediting points is contingent upon the Firefighter submitting Official Examination Results from the Texas Commission on Fire Protection (TCFP) or Pro Board, with a status of passing, along with a properly completed Application for Certification to the Chief, at the time of the individual’s promotional interview.

**Section 2.        Effective Date and Continued Consideration**

The point prerequisites listed in Section 1 for promotional appointment shall become effective as noted in section 1 above. A Firefighter who is the highest person on the appropriate Eligibility List (certified after October 1, 2015 for Year 1 requirements and October 1, 2016 for Year 2 requirements) but who does not meet the point prerequisites for promotional appointment will be passed over for appointment without right of review under TLGC 143.036 or dispute resolution under this Agreement. However, the Firefighter shall remain on the Eligibility List for consideration for any subsequent vacancy but shall be removed when: (1) the List expires, (2) he/she is the only name remaining on the List and still does not meet the point prerequisites in Section 1 on the date of occurrence of a vacancy, or (3) the Firefighters name is removed from the List under TLGC § 143.036 (f) and (g).

**Section 3.        Preemption**

It is the intent and agreement of the Parties that the provisions of this Article shall preempt any contrary provision of Chapter 143, and any state statute, local ordinances, executive order, civil service provisions or rules adopted by the head of the Fire Department, the City of San Marcos or by a division or agent of the city such as a personnel board or civil service commission as per TLGC Section 142.117.

The additional requirements for promotional appointment shall be in addition to those currently required under state law and the Rules of the Civil Service Commission.

**ARTICLE 10**  
**PROMOTIONAL EXAMINATIONS**

**Section 1. Reading List**

The Department will set the promotional reading list for the calendar year no later than January 15th each calendar year. If a new reading list is not posted by January 15th, the previous year's reading list will remain in effect until the next January 15th.

**Section 2. Insufficient Number of Eligible Members to Sign-up to Take Promotional Test**

If there are not at least two (2) eligible members who apply, are present at the posted examination time, and sit for the examination, the examination will be cancelled by the Director. The examination will be reposted and eligibility to take the examination will be opened to the next lower eligibility group as outlined below.

**Section 3. Eligibility for Fire Driver/Engineer Promotional Examination**

1. The Fire Driver/Engineer promotional examination is open to all members in the classification of Firefighter who have served in the Department in the classification of Firefighter for at least three (3) years immediately before the Fire Driver/Engineer promotional examination date.
2. If there are an insufficient number of eligible members in the classification of Firefighter as outlined in number one (1) above, the Fire Driver/Engineer promotional examination will be opened to all members in the classification of Firefighter, regardless of time in classification.

**Section 4. Eligibility for Fire Captain Promotional Examination**

1. The Fire Captain promotional examination is open to all Fire Driver/Engineers who have served in the Department in the classification of Fire Driver/Engineer for at least two (2) years immediately before the Fire Captain promotional examination date.
  2. If there are an insufficient number of eligible members in the classification of Fire Driver/Engineer as outlined in number one (1) above, the Fire Captain promotional examination will be opened to all members in the classification of Fire Driver/Engineer, regardless of time in classification.
  3. If there are an insufficient number of eligible members in the classification of Fire Driver/Engineer as outlined in number two (2) above, the Fire Captain promotional examination will be opened to all members in the classification of Firefighter with five (5) years, or more, of service in the classification of Firefighter.
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## **Section 5. Eligibility for Fire Battalion Chief Promotional Examination**

1. The Fire Battalion Chief promotional examination is open to all Fire Captains who have served in the Department in the classification of Fire Captain for at least two (2) years immediately before the Fire Battalion Chief promotional examination date.
2. If there are an insufficient number of eligible members in the classification of Fire Captain as outlined in number one (1) above, the Fire Battalion Chief promotional examination will be opened to all members in the classification of Fire Captain, regardless of time in classification.
3. If there are an insufficient number of eligible members in the classification of Fire Captain as outlined in number two (2) above, the Fire Battalion Chief promotional examination will be opened to all members in the classification of Fire Driver/Engineer with seven (7) years, or more, of service in the classification of Fire Driver/Engineer.

## **Section 21. Eligibility for Promotional Examinations**

~~A minimum of two eligible Firefighters must sign up for the test and be present at roll call for all promotional examinations.~~

~~To be eligible to take any promotional examination, all Firefighters must meet the requirements of Article 9, Promotional eligibility for each respective rank.~~

### **A. Fire Driver/Engineer**

- ~~1. A Firefighter is not eligible for promotion to the classification of Driver/Engineer unless the Firefighter has served in the Department in the next lower classification for at least three years immediately before the Driver/Engineer promotional examination date.~~
- ~~2. If there are not at least two Firefighters with three years or more service in the next lower classification who have timely applied to take the examination, and who are present at roll call, to take the driver/engineer examination, the Director may open the examination to Firefighters who meet the requirements outlined below:~~
  - ~~a. First, Firefighters with two years of service, who sign up and show up to take the examination;~~
  - ~~b. Second, if there are insufficient Firefighters in step "a" above, all Firefighters meeting the requirements outlined in Article 9 regardless of time in rank.~~

### **B. Fire Captain**

- ~~1. A Driver/Engineer is not eligible for promotion to the classification of Fire Captain unless the Driver/Engineer has served in the Department in the next lower classification for at least two years immediately before the Fire Captain promotional examination date.~~
- ~~2. If there are not at least two Driver/Engineers meeting the requirements outlined above with two years of service to take the examination, the Director may open the examination to Driver/Engineers who meet the requirements as follows:~~
  - ~~a. First, Driver/Engineers with less than two years of service~~
  - ~~b. Second, if there are insufficient Driver/Engineers in step "a" above, all Driver/Engineers~~
  - ~~c. Third, if there are insufficient Driver/Engineers in steps "a" and "b" above, then Firefighters with at least five years or more of service and meeting requirements.~~

~~C. Battalion Chief~~

- ~~1. A Fire Captain is not eligible for promotion to the classification of Battalion Chief unless the Fire Captain has served in the Department in the next lower classification for at least two years immediately before the Fire Captain promotional examination date.~~
- ~~2. If there are not at least two Captains meeting the requirements outlined above with two years of service to take the examination, the Director may open the examination to Captains who meet the requirements as follows:
  - ~~a. First, Captains with less than two years of service~~
  - ~~b. Second, if there are insufficient Captains in step "a" above, all Captains~~
  - ~~c. Third, if there are insufficient Captains in steps "a" and "b" above, then Driver/Engineers with at least seven years or more of service and meeting requirements.~~~~

**Section 62. Preemption**

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Fire Chief or City or by any division or agent of the City, ~~including any City personnel board~~ and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

**ARTICLE 11**  
**MINOR SUSPENSIONS**

**Section 1. Use of Leave In Lieu of Minor Suspension Without Pay**

If a Member of the bargaining unit received a statement of suspension without pay of 24 hours or less for shift personnel or 16 hours or less for staff personnel, the Member of the bargaining unit may, within three (3) business days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the Member may only forfeit vacation or holiday time with the Department head's permission. The Member must agree that there is no right to appeal the suspension or right of review before any administrative body or judicial body if this method of suspension is chosen and the firefighter must sign a waiver of appeal and agree to the suspension.

**Section 2. Appeal**

Firefighters who receive a suspension without pay of 24 hours or less for shift personnel or 16 hours or less for staff personnel may only appeal their suspension, unless waived in accordance to Section 1 above, to the Firefighters and Police Officers' Civil Service Commission and the provisions of TLGC section 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC 143.057, which shall not apply to suspensions of three (3) calendar days or less.

**Section 3. Preemption**

The parties agree that the provisions of this Article preempt during the term of this agreement and to the extent of any change or conflict, all contrary state statutes, including TLGC Section 143.057 and Section 143.085 local ordinances, executive orders, civil service provisions, or rules adopted by the head of the fire department, the City of San Marcos or by a division or agency of the city, such as a personnel board or a civil service commission.

**ARTICLE 12**  
**CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE**

**Section 1. Scope of Procedure**

The City and the Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

**Section 2. Application of Procedure**

If either the City or the Association has a dispute with the other Party regarding this Agreement that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Fire Department head or designee. A Firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Grievance Committee, and must also be signed by the Association President.

Each grievance shall be written and state 1) a brief statement of the dispute and the factual basis for the dispute; 2) identify the applicable sections of this Agreement alleged to have been violated; 3) identify the specific remedy or adjustment sought; and 4) be signed by the aggrieved Firefighter, or if filed by the Association, the Association President or Grievance Committee Chairman. Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within thirty (30) days of the date when the employee knew or reasonably should have known of the claim.

Disputes by the Association or an aggrieved employee must proceed following these steps:

**Step 1.**

An aggrieved Firefighter must submit his grievance to the Association Grievance Committee within fifteen (15) calendar days of the date upon which the Firefighter knew of or should have known of the facts giving rise to the dispute forming the basis of the grievance. A complete copy of the grievance shall be forwarded to the Chief (Department head) within three (3) days of the submission to the Committee. The Association Grievance Committee shall meet within fourteen (14) calendar days of receipt of the grievance and determine whether a grievance exists. If the Grievance Committee determines that no grievance exists, it shall notify the Chief (department head) within three (3) days of such determination and that no further proceedings will be necessary. If the Grievance Committee determines that a grievance exists, it shall proceed to submit the grievance to the Chief (Department Head) within five (5) calendar days of the date of the Committee determination.

**Step 2.**

The Chief (Department head) may require by policy for submission of contract disputes within the chain of

command, but shall determine the matter within thirty (30) days of its receipt from the Association. The Chief (Department head) shall make his or her determination in writing.

**Step 3.**

If the grievance is not resolved in Step 2, the Association Grievance Committee may advance the grievance by submitting the written Grievance to the City Manager or his designee within fourteen (14) calendar days of receipt of the Chief's (Department Head) determination. The City Manager or his designee shall review the grievance and render a decision in writing to the Association Grievance Committee within fourteen (14) calendar days of receipt of the grievance.

**Step 4.**

Either Party shall have the right to seek mediation of the dispute by requesting same within fourteen (14) days from the date of delivery of the City Manager's or his designee's decision. The mediation shall proceed before a mutually agreed mediator or a mediator from the Federal Mediation and Conciliation Service. If the representatives have not been successful in resolving the issue within sixty (60) days, the matter may proceed to arbitration if agreed in writing by both the City and the Association. If arbitration is not mutually agreed to by both the City and the Association, the matter may proceed as provided for under section 142.114(c) of the Texas Local Government Code.

**Section 3. Arbitration**

If arbitration is mutually agreed to by the City and the Association, the Parties agree that either or both can request a list of seven (7) arbitrators from the American Arbitration Association within seven (7) days of mediation, and once received, the Parties shall strike names from the list until a single name remains. The party that brings the grievance shall strike first. That person shall be appointed arbitrator for the dispute unless the arbitrator fails or is unable to hear the matter in which case a new list will be requested and the process repeated. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association Labor Disputes

The hearing shall be held in available facilities of the City of San Marcos and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) timely submitted in the dispute statement or by written agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing.

**Section 4. Decision Final and Binding**

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The City has agreed to use of an arbitration on the additional agreement by the Association that legal issues which are determinative in the dispute are subject to judicial review. The arbitrator shall not have authority to add to, amend, modify, or subtract from the provisions of this agreement in arriving at his decision on the issue or issues timely submitted and shall confine his decision to the interpretation of this Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud, collusion, or unlawful means,

or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

**Section 5. Mutual Extension**

All deadlines within this article may be waived or extended by written mutual agreement by the Parties. Failure to adhere to the time limit at Step 1 shall result in the matter being considered satisfied and no further action shall be taken. If the last day of any time period herein falls on a Saturday, Sunday or City holiday, the time period will be extended to the next business day.

**ARTICLE 13**  
**FIRE BASED EMS**

**Section 1. Fire Based EMS**

In the event the City adopts fire-based EMS, both parties agree that the Hiring Article may be opened to ensure a smooth transition and hiring of qualified staff.

Additionally, both parties acknowledge that the staff position which will develop and oversee EMS operations through integration into the Department will be open to external applicants. This provision shall expire three (3) years following the appointment of the first EMS staff member.

Other articles may be opened upon agreement of both parties.

**Section 2. Preemption**

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Fire Chief or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

**ARTICLE 14**  
**ASSOCIATION BUSINESS LEAVE**

**Section 1. Time Off for Association Business**

An Association business leave time pool (the Pool) shall be created for the purpose of conducting Association business. Association business is defined as time spent in Meet and Confer negotiations, adjusting grievances or in dispute resolution process, attending the annual State and International Firefighters' conference, TSAFF/IAFF Service Training, the Association's Executive Board meetings, and regular Association business meetings. It is specifically understood and agreed that Association pool time shall not be utilized for legislative and/or political activities. No Association pool time shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's remaining vacation time by the firefighter for legislative and/or political activities.

**Section 2. Establishment of Association Leave Time Pool**

The Pool shall be funded by a reduction of annual vacation leave accumulation in the amount of three (3) hours per Firefighter, during the first pay period of the calendar year. In the first pay period of the first calendar year of this agreement, the City shall fund the Association Leave Pool in an amount equal to three (3) hours multiplied by the number of employees in the bargaining unit on that date. Any bargaining unit member who does not wish to contribute their three (3) hours in any calendar year must provide notice in writing to the City Human Resource Department at least thirty days (30) days prior to the beginning of the calendar year. A bargaining unit member may elect to donate more than three (3) hours, but not more than twenty-four (24) hours, to the Association Leave Pool by filing a written signed consent to voluntarily donate extra vacation hours at least thirty (30) days prior to the beginning of the calendar year. Donations in the first year will be for all three years of the agreement. For example, a minimum of 3 hours for 3 years will be a minimum of 9 hours, and a maximum of 24 hours, which will be 72 hours.

The City will track contributions to and deductions from the Pool. Once a contribution has been made to the Pool, there shall be no transfer of the time back into any individual firefighter's leave time account, and there will be no cash payout for any remaining time in the Pool. Any hours not used in one (1) year will remain in the Pool to be utilized the following year. Such pool hours shall never have any cash or surrender value.

**Section 3. Use of Association Business Leave Time Pool**

All Association business leave will be requested in writing to the Association President, and submitted in advance for approval by the Chief, including a determination that the occurrence for which Pool time is requested meets the requirements established in Section 1. The Chief may waive the requirement that the request and approval be in writing. Requests for use of Pool time shall be made as far in advance as is practicable. There shall be no entitlement for overtime pay for any hours worked on Association business. Any Firefighter may at any time be required to return to duty in any emergency as determined by the Chief which action shall not be reviewable by any administrative or judicial body or subject to grievance.

**Section 4. Indemnification**

The ASSOCIATION shall jointly defend the provisions of this article on behalf of both parties, and shall indemnify the CITY and any Department of the CITY 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 actions taken by the CITY or any Department of the CITY for any purpose of complying with provisions of this article. The Association shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

**ARTICLE 15**  
**SAVINGS CLAUSE**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**ARTICLE 16**  
**COMPLETE AGREEMENT**

**Section 1. Complete 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 meet and confer negotiations. 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.

**Section 2. Preemption**

Additionally, this Meet and Confer Agreement preempts, during the term of this agreement (except as otherwise stated) and to the extent of any conflict, all contrary state statutes (including Texas Local Government Code Section 150.021 and Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Fire Chief, the City of San Marcos or by any division or agent of the City, including the City Personnel Board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Sections 142.117 and 142.118.

**ARTICLE 17**  
**DURATION OF AGREEMENT**

**Section 1. Term of Agreement**

This agreement shall become effective after ratification pursuant to Texas Local Government Code Section 142.114 in a secret ballot election conducted by the recognized Firefighter Association by a majority of the votes cast at the election favoring ratifying the agreement by only the Firefighters in the association eligible to vote, and upon approval by majority vote of the City Council after compliance with any procedural or publication requirements imposed by Charter. The Agreement shall continue in effect until September 30, 2015, unless otherwise provided herein.

**Section 2. Additional Option Year**

This agreement may be extended by mutual agreement. An initial meeting will be held by November 15<sup>th</sup> of the third year of the contract to discuss possible extension of the agreement by one year. A decision shall be reached by January 1<sup>st</sup> of the third year to extend the agreement or negotiations for a new agreement will move forward.

Upon mutual agreement to extend this agreement, all provisions of this Agreement will remain in full force and effect, subject to the provision of this Article, during the additional year of this Agreement, which will end on September 30, 2019.

**Section 3. Notice and Renegotiation**

The City and the Association shall begin negotiations by February 1<sup>st</sup> of the final year of the agreement, unless otherwise mutually agreed by both parties.

**Section 4. Funding Obligation**

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues, reasonably anticipated and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In making funding determinations in the second and subsequent fiscal years of this Agreement following ratification, the City Council may consider operational and administrative costs including its debt service obligations, the increases in other employee personnel cost, and the obligations arising under this Agreement. If at any time it is determined by the City that it would not be able to meet its financial obligations hereunder after considering the above factors, the Association and the City may mutually agree to renegotiate the financial provisions of this Agreement. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety. In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet the City obligations hereunder, this agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

**Section 5. No Petition to Increase Salaries**

The Parties agree to the salary increase provided for in Article 4 and it is the Parties' intent to override Section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

**Section 6. Coordinated Programs with Other Governmental Bodies**

Upon the effective date of this Agreement, both Parties agree to protect and defend the provisions of this Agreement against any unauthorized challenges at local, state and national legislative levels of government. Both Parties agree to not file or support any legislative effort that affects the terms and conditions of this Agreement, that has not been mutually agreed to by both Parties. In the event any firefighter covered by this Agreement who is not representing the Association attempts to violate any of the provisions of this Article, he/she shall be prohibited from utilizing any of the provisions of this Agreement or any other similar statutory authorization that allows a firefighter to petition a governmental body. The parties agree that the provisions of this Section preempt during the term of this agreement and to the extent of any change or conflict, all contrary state statutes, including TLGC Section 143.071, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the fire department, the City of San Marcos or by a division or agency of the city, such as a personnel board or a civil service commission.

**Section 7. Extension for Successor Agreement**

If the parties are engaged in negotiations for a successor Agreement at the time this agreement, as amended, expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during an period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

**ARTICLE 18**  
**FIRE MARSHAL'S OFFICE**

The Association has requested that the Fire Marshal's Office function be located in the Fire Department since the first Meet and Confer negotiation. The City has an opportunity to reorganize the Fire Marshal's Office to the Fire Department.

~~1.~~ **Section 1. —Establishing the Fire Marshal's Office (Initial five years):**

- ~~2.1.~~ To develop the Fire Marshal's Office operations requires an experienced Fire Marshal. To accomplish this, the Fire Chief shall have the right to hire a Fire Marshal outside of the department/classified service between the dates of 5/1/2018 thru 5/1/2023.
- ~~3.2.~~ This appointed Fire Marshal will not be a member of the classified service at appointment and will not have the protections of civil service at employment or for the duration of employment.
- ~~4.3.~~ Should the Fire Marshal hired as authorized in 1A above separate employment from the position of Fire Marshal prior to serving five years, the Fire Chief shall have the right to hire an additional experienced Fire Marshal(s), outside of the department/classified service, within that five-year period.
- ~~5.4.~~ Any Fire Marshal appointed under this provision will serve as Fire Marshal in an unclassified capacity until he/she leaves the City's employment.

**Section 2. —Fire Marshal's Office (after 5/1/2023-):**

~~A.~~ Firefighters, assigned to the Fire Marshal's Office, will be provided the opportunity to develop the knowledge, skills, abilities and credentials for service as Fire Marshal and/ or in the Fire Marshal's Office as defined in the current job description. The following will be considered the minimum qualifications:

- Per TCFP: Inspector I, Inspector II, Plans Examiner, Fire and/or Arson Investigator, Fire Officer IV, Fire and Life Safety Educator I, Advanced Firefighter
- Per TCOLE: TX Peace Officer
- Minimum of three years full time experience working within a fire prevention/ fire marshal division.

~~C. It is the City's hope that following 5 years, qualified firefighters will have met the minimum qualifications to serve as the Fire Marshal.~~

~~A.B.~~ In the event that a Captain currently assigned to the Fire Marshal's Office has met the minimum qualifications for the position of Fire Marshal as set forth in Article 18, Section 2, the Fire Chief shall appoint one of the Captain's to the position of Battalion Chief within the Fire Marshal's Office. The decision of which candidate, in the event that more than one qualified candidate exists, shall be the sole discretion of the Fire Chief. The appointed individual will be assigned as the Fire Marshal at the rank of Battalion Chief. He/she shall not be eligible to transfer to an Operation's Battalion Chief's position, unless they have been duly promoted, through competitive exam, and in accordance with the applicable sections of the Meet and Confer Agreement.

~~B.C.~~ If any of the Captains who meet the minimum qualifications as set forth in Article 18, Section 2, are deemed unsuitable for the position of Fire Marshal by the Fire Chief, that or those Captain's shall be afforded the ability to appeal the Fire Chief's decision through Article 12, of this agreement.



~~C.D.~~ In the event that there are no qualified firefighter candidates to serve as Fire Marshal, the Fire Chief shall have the right to appoint a Fire Marshal from outside of the Department. The decision regarding qualified candidates will be made by the Fire Chief. The Fire Chief will review the decision with the Association President.

~~B.E.~~ Any Fire Marshal appointed from outside the department under 2(C) above, will not be a member of the classified service at appointment and will not have the protections of civil service at employment or for the duration of employment.

### **Section 3. Preemption**

The parties agree that the provisions of this Article preempt during the term of this agreement and to the extent of any change or conflict, all contrary state statutes, including TLGC 141, 142, and 143, including but not limited to sections 143.003, 143.014, 143.021, 143.102 and Section 143.085, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the fire department, the City of San Marcos or by a division or agency of the city, such as a personnel board or a civil service commission.

**ARTICLE 19**  
**SHIFT REASSIGNMENT/TRANSFER**

**Section 1 - Shift Reassignment/Transfers**

In the event that a firefighter is required to move shift assignments due to promotions or staffing purposes, that firefighter shall be given at least fifteen (15) days advance notice before being required to move to their new shift assignment. If the firefighter's new shift assignment is due to that firefighter being promoted, this timeline may be shortened as long as it is mutually agreed upon by the firefighter and the Fire Chief.

**Section 2 - Original Vacation Picks (OVP's)**

All original vacation picks (OVP's) from the firefighter's previous shift assignment shall be honored on the firefighter's new shift assignment.

**ARTICLE 20**  
**ADMINISTRATIVE SIMPLIFICATION**

**Section 1 -- -PROCEDURE FOR POSTING NOTICES:**

- A. External Postings: will be placed on the City's website.
- B. Reading Lists: When an updated reading list is posted, all firefighters will be notified by email. The reading list will be also be posted on the City's Intranet.
- C. Promotional Opportunities: When a promotional opportunity is posted, all firefighters will be notified by email. The notice of promotional examination and reading list will be also be posted on the City's Intranet.

**Section 2 – ENTRANCE AND PROMOTINAL ELIGILBITY LISTS**

- A. Eligibility lists:
  - 1. Entrance Examination Eligibility Lists will be posted on the City's website.
  - 2. Promotional Examination Eligibility Lists will be posted on the City's Intranet.

**Section 3 – DIRECTOR AUTHORIZED TO PERFORM MINISTERIAL PROCESSES**

The Director of Civil Service is authorized to perform ministerial functions in the hiring and promotion process on behalf of the Civil Service Commission.

**Section 4 – Statutory Preemption:**

To the extent of any conflict, the provisions of this article preempt TLGC Chapter 143 including Section 143.024, 143.026, 143.033, 143.036, 143.107 and to the extent that any of these provisions are in conflict with the TLGC Chapter 141, 142 and 143, this provision shall prevail.

**ATTACHMENT A**  
 Meet and Confer - Fire Pay Schedule  
 Fiscal Years 2019 – 2022

ANNUAL PAY SCHEDULE				
YEAR 1	Implementation of New Pay Plan			
FY 2020	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$52,591.00			
01	\$54,694.64			
02	\$56,335.48			
03	\$58,025.54	\$64,408.35		
04	\$59,186.05	\$65,696.52		
05	\$60,369.78	\$67,010.45	\$83,763.06	
06	\$61,577.17	\$68,350.66	\$85,438.32	
07	\$62,808.71	\$69,717.67	\$87,147.09	\$94,990.33
08	\$64,064.89	\$71,112.03	\$88,890.03	\$96,890.14
09	\$65,346.19	\$72,534.27	\$90,667.83	\$98,827.94
10	\$66,653.11	\$73,984.95	\$92,481.19	\$100,804.50
11	\$67,986.17	\$75,464.65	\$94,330.81	\$102,820.59
12	\$69,345.90	\$76,973.94	\$96,217.43	\$104,877.00
13	\$70,732.81	\$78,513.42	\$98,141.78	\$106,974.54
14	\$72,147.47	\$80,083.69	\$100,104.61	\$109,114.03
15	\$73,590.42	\$81,685.37	\$102,106.71	\$111,296.31

HOURLY SHIFT PAY - 106 HOUR WORK WEEK				
YEAR 1	Implementation of New Pay Plan			
FY 2020	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$19.08			
01	\$19.85			
02	\$20.44			
03	\$21.05	\$23.37		
04	\$21.48	\$23.84		
05	\$21.90	\$24.31	\$30.39	
06	\$22.34	\$24.80	\$31.00	
07	\$22.79	\$25.30	\$31.62	\$34.47
08	\$23.25	\$25.80	\$32.25	\$35.16
09	\$23.71	\$26.32	\$32.90	\$35.86
10	\$24.18	\$26.85	\$33.56	\$36.58
11	\$24.67	\$27.38	\$34.23	\$37.31
12	\$25.16	\$27.93	\$34.91	\$38.05
13	\$25.67	\$28.49	\$35.61	\$38.82
14	\$26.18	\$29.06	\$36.32	\$39.59
15	\$26.70	\$29.64	\$37.05	\$40.38

HOURLY PAY - 40 HOUR WORK WEEK				
YEAR 1	Implementation of New Pay Plan			
FY 2020	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$25.28			
01	\$26.30			
02	\$27.08			
03	\$27.90	\$30.97		
04	\$28.45	\$31.58		
05	\$29.02	\$32.22	\$40.27	
06	\$29.60	\$32.86	\$41.08	
07	\$30.20	\$33.52	\$41.90	\$45.67
08	\$30.80	\$34.19	\$42.74	\$46.58
09	\$31.42	\$34.87	\$43.59	\$47.51
10	\$32.04	\$35.57	\$44.46	\$48.46
11	\$32.69	\$36.28	\$45.35	\$49.43
12	\$33.34	\$37.01	\$46.26	\$50.42
13	\$34.01	\$37.75	\$47.18	\$51.43
14	\$34.69	\$38.50	\$48.13	\$52.46
15	\$35.38	\$39.27	\$49.09	\$53.51

2019-2022 Meet and Confer Agreement  
 Between the San Marcos Professional Firefighters Association and the City of San Marcos, Texas  
 CONFIDENTIAL NEGOTIATION DOCUMENT PENDING RATIFICATION BY SMPFFA AND APPROVAL BY THE CITY OF SAN MARCOS CITY COUNCIL

ANNUAL PAY SCHEDULE				
YEAR 2	2.5 percent market pay increase			
FY 2021	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$53,905.78			
01	\$56,062.01			
02	\$57,743.87			
03	\$59,476.18	\$66,018.56		
04	\$60,665.71	\$67,338.93		
05	\$61,879.02	\$68,685.71	\$85,857.14	
06	\$63,116.60	\$70,059.43	\$87,574.28	
07	\$64,378.93	\$71,460.61	\$89,325.77	\$97,365.09
08	\$65,666.51	\$72,889.83	\$91,112.28	\$99,312.39
09	\$66,979.84	\$74,347.62	\$92,934.53	\$101,298.64
10	\$68,319.44	\$75,834.58	\$94,793.22	\$103,324.61
11	\$69,685.83	\$77,351.27	\$96,689.08	\$105,391.10
12	\$71,079.54	\$78,898.29	\$98,622.87	\$107,498.92
13	\$72,501.13	\$80,476.26	\$100,595.32	\$109,648.90
14	\$73,951.16	\$82,085.78	\$102,607.23	\$111,841.88
15	\$75,430.18	\$83,727.50	\$104,659.37	\$114,078.72

HOURLY SHIFT PAY - 106 HOUR WORK WEEK				
YEAR 2	2.5 percent market pay increase			
FY 2021	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$19.56			
01	\$20.34			
02	\$20.95			
03	\$21.58	\$23.95		
04	\$22.01	\$24.43		
05	\$22.45	\$24.92	\$31.15	
06	\$22.90	\$25.42	\$31.78	
07	\$23.36	\$25.93	\$32.41	\$35.33
08	\$23.83	\$26.45	\$33.06	\$36.03
09	\$24.30	\$26.98	\$33.72	\$36.76
10	\$24.79	\$27.52	\$34.40	\$37.49
11	\$25.29	\$28.07	\$35.08	\$38.24
12	\$25.79	\$28.63	\$35.78	\$39.01
13	\$26.31	\$29.20	\$36.50	\$39.79
14	\$26.83	\$29.78	\$37.23	\$40.58
15	\$27.37	\$30.38	\$37.98	\$41.39

HOURLY PAY - 40 HOUR WORK WEEK				
YEAR 2	2.5 percent market pay increase			
FY 2021	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$25.92			
01	\$26.95			
02	\$27.76			
03	\$28.59	\$31.74		
04	\$29.17	\$32.37		
05	\$29.75	\$33.02	\$41.28	
06	\$30.34	\$33.68	\$42.10	
07	\$30.95	\$34.36	\$42.95	\$46.81
08	\$31.57	\$35.04	\$43.80	\$47.75
09	\$32.20	\$35.74	\$44.68	\$48.70
10	\$32.85	\$36.46	\$45.57	\$49.68
11	\$33.50	\$37.19	\$46.49	\$50.67
12	\$34.17	\$37.93	\$47.41	\$51.68
13	\$34.86	\$38.69	\$48.36	\$52.72
14	\$35.55	\$39.46	\$49.33	\$53.77
15	\$36.26	\$40.25	\$50.32	\$54.85

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ANNUAL PAY SCHEDULE				
YEAR 3	2 percent market pay increase			
FY 2022	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$54,983.89			
01	\$57,183.25			
02	\$58,898.74			
03	\$60,665.71	\$67,338.93		
04	\$61,879.02	\$68,685.71		
05	\$63,116.60	\$70,059.43	\$87,574.28	
06	\$64,378.93	\$71,460.61	\$89,325.77	
07	\$65,666.51	\$72,889.83	\$91,112.28	\$99,312.39
08	\$66,979.84	\$74,347.62	\$92,934.53	\$101,298.64
09	\$68,319.44	\$75,834.58	\$94,793.22	\$103,324.61
10	\$69,685.83	\$77,351.27	\$96,689.08	\$105,391.10
11	\$71,079.54	\$78,898.29	\$98,622.87	\$107,498.92
12	\$72,501.13	\$80,476.26	\$100,595.32	\$109,648.90
13	\$73,951.16	\$82,085.78	\$102,607.23	\$111,841.88
14	\$75,430.18	\$83,727.50	\$104,659.37	\$114,078.72
15	\$76,938.78	\$85,402.05	\$106,752.56	\$116,360.29

HOURLY SHIFT PAY - 106 HOUR WORK WEEK				
YEAR 3	2 percent market pay increase			
FY 2022	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$19.95			
01	\$20.75			
02	\$21.37			
03	\$22.01	\$24.43		
04	\$22.45	\$24.92		
05	\$22.90	\$25.42	\$31.78	
06	\$23.36	\$25.93	\$32.41	
07	\$23.83	\$26.45	\$33.06	\$36.03
08	\$24.30	\$26.98	\$33.72	\$36.76
09	\$24.79	\$27.52	\$34.40	\$37.49
10	\$25.29	\$28.07	\$35.08	\$38.24
11	\$25.79	\$28.63	\$35.78	\$39.01
12	\$26.31	\$29.20	\$36.50	\$39.79
13	\$26.83	\$29.78	\$37.23	\$40.58
14	\$27.37	\$30.38	\$37.98	\$41.39
15	\$27.92	\$30.99	\$38.73	\$42.22

HOURLY PAY - 40 HOUR WORK WEEK				
YEAR 3	2 percent market pay increase			
FY 2022	Firefighter	Engineer	Captain	Battalion Chief
Step	Grade 19	Grade 20	Grade 22	Grade 23
00	\$26.43			
01	\$27.49			
02	\$28.32			
03	\$29.17	\$32.37		
04	\$29.75	\$33.02		
05	\$30.34	\$33.68	\$42.10	
06	\$30.95	\$34.36	\$42.95	
07	\$31.57	\$35.04	\$43.80	\$47.75
08	\$32.20	\$35.74	\$44.68	\$48.70
09	\$32.85	\$36.46	\$45.57	\$49.68
10	\$33.50	\$37.19	\$46.49	\$50.67
11	\$34.17	\$37.93	\$47.41	\$51.68
12	\$34.86	\$38.69	\$48.36	\$52.72
13	\$35.55	\$39.46	\$49.33	\$53.77
14	\$36.26	\$40.25	\$50.32	\$54.85
15	\$36.99	\$41.06	\$51.32	\$55.94

**ATTACHMENT B**  
 Meet and Confer  
 Fire Longevity Pay

Years of Service	Rate	Annual Amount
0	\$4	\$0
1	\$4	\$48
2	\$4	\$96
3	\$4	\$144
4	\$4	\$192
5	\$4	\$240
6	\$4	\$288
7	\$5	\$420
8	\$5	\$480
9	\$5	\$540
10	\$5	\$600
11	\$7	\$924
12	\$7	\$1,008
13	\$7	\$1,092
14	\$7	\$1,176
15	\$9	\$1,620
16	\$9	\$1,728
17	\$11	\$2,244
18	\$11	\$2,376
19	\$11	\$2,508
20	\$11	\$2,640
Longevity cap is \$2,640		

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019~~5~~.

**FOR THE CITY OF SAN MARCOS, TEXAS:**

\_\_\_\_\_  
BERT LUMBRERAS  
CITY MANAGER

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
JAMIE LEE PETTIJOHN  
CITY CLERK

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
LES STEPHENS  
FIRE CHIEF

\_\_\_\_\_  
MICHAEL COSENTINO  
CITY ATTORNEY

**FOR THE SAN MARCOS FIREFIGHTERS ASSOCIATION:**

\_\_\_\_\_  
HOWARD MINOR  
PRESIDENT

Date: \_\_\_\_\_

\_\_\_\_\_  
BOBBY NANCE  
SECRETARY

Date: \_\_\_\_\_