

Mayor and Council Communication

DATE: 10/25/22

M&C FILE NUMBER: M&C 22-0878

LOG NAME: 362023COLLECTIVEBARGAINING

SUBJECT

(ALL) Authorize Collective Bargaining Agreement Between City of Fort Worth, Texas and the Fort Worth Professional Firefighters Association, International Association of Fire Fighters Local 440, to Expire September 30, 2026

RECOMMENDATION:

It is recommended that the City Council approve the terms agreed to by the City Manager's negotiating team and the Fort Worth Professional Firefighters Association and authorize the execution of a successor Collective Bargaining Agreement between the City of Fort Worth, Texas and the Fort Worth Professional Firefighters Association, International Association of Fire Fighters Local 440, that will expire on September 30, 2026.

DISCUSSION:

Through the collective bargaining process under Chapter 174, Texas Local Government Code, the City and the Fort Worth Professional Firefighters Association (Association) have negotiated and reached consensus on a successor Collective Bargaining Agreement ("CBA") regarding terms and conditions of employment for Fort Worth fire fighters (fire fighters). This successor CBA replaces the current CBA between the City and the Association that expired on September 30, 2022. If approved, the successor CBA will be effective on October 26, 2022, during the one-year evergreen period of the current CBA. The successor CBA will expire on September 30, 2026, with a one-year evergreen period. Adjustments to the Fire Department's FY2023 Budget are necessary to fully comply with the terms of the this new CBA, so a subsequent M&C will be presented to the City Council later in the fiscal year to authorize additional appropriations to fully fund the terms of this agreement.

The CBA was ratified by a majority of voting members during meetings the Association held with its members during early to mid-October, 2022. Approval of this CBA by the City Council will cause the CBA to go into effect on October 26, 2022. Provisions of the CBA supersede any conflicting State or local law, to the extent of a conflict, except as otherwise specified in the CBA.

The salary schedule in the CBA replaces the fire salary schedule for all ranks below the Fire Chief in the budget ordinance previously adopted and amended.

Key points to the CBA include:

1. The *Management Rights* Article was amended to clarify management's right to assign staff and deploy equipment as needed to run the Fire Department's operations. Added language to clarify the civilian positions that may be used in the Fire Department.
2. The *Maintenance of Standards* Article was revised to specify that, while policies are to be posted on the Fire Department intranet, the unintentional failure to post a policy does not make it unenforceable.
3. The *Association Business Leave* Article was revised to place the Association President in a full-time non-exempt 40-hour position.
4. The *Payroll Deduction* Article was amended to allow the Association to use payroll deduction for special monetary assessments of its members, and the Association must specify the reason for the assessment.
5. The *Wages* Article was amended to provide for across-the-board (ATB) wage increases, not including annual step raises, are as follows:

FY 2023 (Effective 11/5/2022)	5%
FY 2024	3.1%
FY 2025	3%
FY 2026	3%
6. The *Overtime* Article was revised to specify that the minimum daily staffing for the fire department, because of newly-opened stations, is 248 personnel.
7. The *Vacation/Holiday Leave* Article was revised to specify that the daily vacation slots will be increased by two (from 36 to 38) for FY 2023 and, after that, increased to 40 for the remainder of the term of the CBA, beginning in FY 2024. Added language that allows a fire fighter who is not scheduled to work on a City holiday, but who works on the holiday, will be paid for those hours at 2 times the fire fighter's regular rate of pay. Added Juneteenth as a ninth city holiday.
8. The *Group Health Benefits* Article was amended to address measures taken, and to be taken, by the City and the Association regarding determining what investment parameters apply to funds in the Association's Healthcare Trust.
9. The *Staffing Standards* Article was amended to clarify that four-person staffing continues except when a fire fighter is absent for up to 5 hours for training or other leave. During that period of up to 5 hours, once daily per apparatus, the apparatus can be staffed with three fire fighters and remain in active service.
10. The *Procedure for Filling and Probationary Period for Beginning Positions in the Fort Worth Fire Department* Article (Hiring) was revised to provide a probationary review process for new fire fighters and to establish that a fire fighter's initial probationary period will be measured by the completion of at least 100, 24-hour shifts, rather than a period of one year after being commissioned. Added that a probationary fire fighter, after being commissioned, can use sick leave and family leave while in their probationary period.
11. The *Appointed Positions* Article was amended to provide that the minimum and maximums of the salary ranges for Deputy Chief and

Assistant Chief positions will be increased by the applicable ATB raises in the Wages article.

12. The *Disciplinary Procedures* Article was amended to make it clear that, under specific circumstances, a fire fighter on temporary suspension cannot recover back pay after the conclusion of their criminal proceedings.
13. The *Grievances* Article was revised to add a Step 3 for the City Manager to provide a response to a grievance before it goes to arbitration.
14. The *Chaplain* Article was amended to specify that the Chaplain who runs the Chaplain program will be a fire fighter, and will be provided a City vehicle. Other persons who are part of the Chaplain program do not have to be active fire fighters.
15. The *Health and Safety* Article was revised to require fire fighters to undergo an annual physical exam, at City expense. Added an annual \$250 payment to every fire fighter to pay for individual equipment and safety items. Added language to allow a retiring fire fighter to retain their badge and helmet, with similar provisions to allow families of fire fighters who die prior to retirement to receive their family member's helmet and badge. Added a process for a fire fighter in the Arson and Bomb unit to purchase their firearm after retirement.
16. The *Incentive Pays* Article continues to require that incentive pays are calculated as a percentage of the highest step of fire fighter pay, rather than a flat amount. Added that the incentive pays will be paid bi-weekly rather than monthly. Increased some of the pay percentages and added additional incentives for certain credentialed paramedics.
17. The *Duration and Termination* Article was amended to set an expiration date of September 30, 2026, with a one-year evergreen period that could last until no later than September 30, 2027. Added language that requires reopened negotiations regarding compensation if there is a significant economic downturn during the term of the CBA, with specific measurements to trigger the reopener.
18. New Reopener: Change in economic conditions over successive years.

A revised version of the Healthcare Contract between the City and the Association will be part of this successor CBA.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that the Fire Department's fiscal year 2023 budget includes partial funding to meet the City's financial obligations included in this Collective Bargaining Agreement. Adjustments to the Fire Department's FY2023 Budget are necessary to fully comply with the terms of the this new CBA, so a subsequent M&C will be presented to the City Council later in the fiscal year to authorize additional appropriations to fully fund the terms of this agreement.

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Expedited