

RESOLUTION NO. 20160623-025

WHEREAS, in 1995 the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with firefighters and police officers regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

WHEREAS, in 2011 the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with emergency medical services personnel regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

WHEREAS, the Austin-Travis County EMS Employees Association was properly designated and recognized as the sole and exclusive bargaining agent for all emergency medical services personnel covered by the Meet and Confer statute; and

WHEREAS, in 2013 negotiation teams for the City of Austin and the Austin-Travis County EMS Employees Association engaged in negotiations and reached an agreement and submitted it to the Association membership and City Council for ratification; and

WHEREAS, the Austin-Travis County EMS Employees Association membership ratified the Agreement by a majority vote and the Austin City Council ratified the Agreement by a majority vote of Council on September 26, 2013; and

WHEREAS, the Agreement became effective on October 1, 2013; and

WHEREAS, the City of Austin and the Association agree that the current Meet and Confer Agreement should be amended to further advance the hiring, transfer, and promotion of emergency medical service personnel, thereby enhancing the level of emergency medical services provided to the City of Austin and Travis County; and

WHEREAS, the Austin-Travis County EMS Employees Association and the City of Austin agreed to negotiate amendments to the current Agreement to establish a framework for the hiring, transfer, and promotion of emergency medical service personnel; and

WHEREAS, the Austin-Travis County EMS Employees Association and the City of Austin engaged in negotiations to amend the existing Agreement and agreed upon amendments to the Agreement that were submitted to the membership of the Austin-Travis County EMS Employees Association and the Austin City Council for approval; and

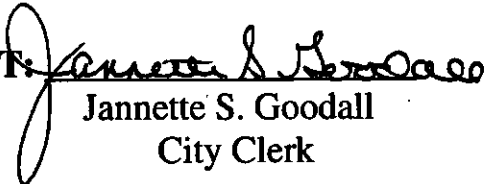
WHEREAS, the Austin-Travis County EMS Employees Association membership ratified the Agreement by a majority vote; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council ratifies the Amendment to the Meet and Confer Agreement with the Austin-Travis County EMS Employees Association in the form of attached Exhibit "A," to be effective on June 23, 2016, and authorizes the City Manager to execute the Amendment to the Agreement.

ADOPTED: June 23, 2016

ATTEST:


Jannette S. Goodall
City Clerk

AMENDMENT TO AGREEMENT

BETWEEN

THE CITY OF AUSTIN

AND

**THE AUSTIN-TRAVIS COUNTY
EMS EMPLOYEE ASSOCIATION**

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PREAMBLE

As authorized by Chapter 143 of the Texas Local Government Code, the City of Austin Texas (hereinafter referred to as the "CITY") and the Austin Travis County Emergency Medical Services Employees Association (hereinafter referred to as the "ATCEMSEA" or the "ASSOCIATION"), reached a Meet and Confer Agreement effective October 1, 2013 (hereinafter referred to as the "AGREEMENT"). Subject to ratification by the City Council and the ASSOCIATION as provided by Chapter 143, the AGREEMENT is amended as follows, such amendments to be effective as of June 23, 2016

AMENDMENT SECTION 1:

Article 12 of the AGREEMENT is hereby amended to read as follows:

**ARTICLE 12
PROMOTIONS**

PART A. FIELD DIVISION

Section 1. Medic II – Field

a) Promotional Procedure for Medic II – Field

(1) Positions in the classification of Medic II - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and, at the discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with this Article.

(2) For each promotional cycle for Medic II - Field, the Chief will determine whether the process will include a Technical Skills Evaluation. The notice for the written examination shall indicate whether the process will include a Technical Skills Evaluation.

b) Eligibility

Except as provided by Section 8(b) of this Article, each promotional examination for the classification of Medic II - Field shall be only open to each Medic I - Field who:

(1) Has continuously held that classification for at least ~~three (3)~~ one (1) year immediately before the examination, ~~and~~

(2) At the time of the promotional examination has successfully completed the probationary period, and

(3) At the time of the promotional examination has a current Texas Department of State Health Services certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic.

1 ~~(2) A Medic I is not eligible for out of class assignment into the Medic II rank.~~

2
3 **c) Written Examination**

4 The Medic II - Field written promotional exam will be conducted in accordance with
5 this Article. Candidates who pass the written promotional examination with a minimum score
6 determined and validated by the third party consultant, before the addition of seniority and/or
7 education points, if any, and shall be determined to have passed the examination, will proceed to
8 the next step of the examination process, which may include an optional Technical Skills
9 Evaluation.

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11 **d) Optional Technical Skills Evaluation**

12 (1) If included, the Technical Skills Evaluation will be developed by a third party
13 consultant chosen by the Chief from a list generated by the Director of Civil Service. The
14 Technical Skills Evaluation exercises shall be based on job content and responsibility. The
15 Technical Skills Evaluation may include a scenario based assessment. The Consultant shall
16 make all final decisions concerning the design and implementation of the Technical Skills
17 Evaluation.

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19 (2) To remain in the process, all candidates must complete the Technical Skills
20 Evaluation, which may be administered on the same day or consecutive days depending on the
21 number of qualified applicants. There is no minimum passing score on the Technical Skills
22 Evaluation.

23
24 (3) Nothing in the Technical Skills Evaluation process may be appealed either to the
25 Civil Service Commission, a Hearing Examiner, or to District Court.

26
27 **e) Seniority**

28 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
29 added to the written exam score, equivalent to one (1) point per year of continuous service prior
30 to date of the examination, which shall be prorated for partial years.

31
32 **f) Education**

33 (1) The following education points shall be added to each candidates score. These
34 points shall only be added to the Written Examination, and shall only apply to college degrees or
35 college credit from an accredited college or university. An accredited college or university is an
36 institution of higher education that is accredited or authorized by the Southern Association of
37 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
38 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
39 Northwest Association of Schools and Colleges, or the Western Association of Schools and
40 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

41 (i) Add 0.5 point for 60 college credits

42 (ii) Add 1.0 point for Bachelor Degree

43 (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7th) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) Scoring

(1) If a Technical Skills Evaluation is included in the promotional process cycle for the rank of Medic II - Field, the eligibility list shall be calculated as follows:

Written Examination Points:
(See Section 9)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

Technical Skills Evaluation

Maximum Points	100
Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA
MEDIC II – FIELD**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment} \\ & \quad \text{Factor)} \\ & \quad + \\ & \quad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\ & \quad = \\ & \quad \text{Total Points for Promotion List**} \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

(2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

Written Examination Points:
(See Section 9)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

1
2 **Section 2. Captain - Field**

3 **a) Promotional Procedure for Captain - Field**

4 Positions in the classification of Captain - Field shall be filled from an eligibility list
5 created by a promotional procedure consisting of a written examination and an Assessment
6 Center conducted in accordance with this Article.
7

8 **b) Eligibility**

9 Except as provided by Section 8 of this Article, each promotional examination for the
10 classification of Captain - Field shall be only open to each Medic II - Field who has continuously
11 held that classification for at least two years immediately before the examination.
12

13 **c) Written Examination**

14 The Captain - Field written promotional exam will be conducted in accordance with
15 this Article. Candidates who pass the written promotional examination with a minimum score
16 determined and validated by the third party consultant, before the addition seniority points, will
17 proceed to the next step of the examination process, which is an Assessment Center.
18

19 **d) Assessment Center**

20 The Captain - Field Assessment Center will be conducted in accordance with this
21 Article.
22

23 **e) Seniority**

24 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
25 added to the written exam score, equivalent to one (1) point per year of continuous service prior
26 to date of the examination, which shall be prorated for partial years.
27

28 **f) Education**

29 (1) The following education points shall be added to each candidate's score. These
30 points shall only be added to the Assessment Center score, and shall only apply to college
31 degrees or college credit from an accredited college or university. An accredited college or
32 university is an institution of higher education that is accredited or authorized by the Southern
33 Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the
34 New England Association of Schools and Colleges, the North Central Association of Colleges
35 and Schools, the Northwest Association of Schools and Colleges, or the Western Association of
36 Schools and Colleges. No cumulative points shall be allowed for more than one degree or
37 college credits.

38 (i) Add 0.5 point for 60 college credits

39 (ii) Add 1.0 point for Bachelor Degree

40 (iii) Add 2.0 points for Masters Degree
41

42 (2) It is the responsibility of the candidate seeking education points to ensure that the

Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7th) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) Scoring

After the Assessment Center scoring has been completed for the rank of Captain - Field the eligibility list shall be calculated as follows:

Written Examination Points:
(See Section 9)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	+ 10
Total Maximum Points	112

Technical Skills Evaluation

Maximum Points	100
Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA
CAPTAIN - FIELD**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .60 \text{ (Adjustment Factor)} \\ & + \\ & (\text{Assessment Center Points} + \text{Education Points}) \div 102 \times 100 \times .40 \text{ (Adjustment Factor)} \\ & = \\ & \text{Total Points for Promotion List**} \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

Section 3. Commander - Field

a) Promotional Procedure for Commander - Field

Positions in the classification of Commander - Field shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) Eligibility

Except as provided by Section 8 of this Article, each promotional examination for the classification of Commander - Field shall be only open to each Captain - Field who has continuously held that classification for at least two years immediately before the examination.

c) Written Examination

The Commander - Field written promotional exam will be conducted in accordance

with this Article. Candidates who pass the written promotional examination with a minimum score determined and validated by the third party consultant, before the addition of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

d) Assessment Center

The Commander - Field Assessment Center will be conducted in accordance with this Article.

e) Seniority

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years.

f) Education

(1) The following education points shall be added to each candidate's score. These points shall only be added to the Assessment Center score, and shall only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges. No cumulative points shall be allowed for more than one degree.

(i) Add 2.0 point for Bachelor Degree

(ii) Add 4.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7th) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) Scoring

After the Assessment Center scoring has been completed for the rank of Commander Field, the eligibility list shall be calculated as follows:

Written Examination Points:

(See Section 9)

Technical Skills Evaluation

Maximum Exam Points	100
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	110

Maximum Points	100
Maximum Education Points	<u>+ 4</u>
Total Maximum Points	104

**PROMOTION ELIGIBILITY LIST FORMULA
COMMANDER - FIELD**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Seniority Points}) \div 110 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & + \\ & (\text{Assessment Center Points} + \text{Education Points}) \div 104 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & = \\ & \text{Total Points for Promotion List**} \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

PART B. COMMUNICATIONS DIVISION

Section 4. Medic II - Communications

a) Promotional Procedure for Medic II - Communications

Positions in the classification of Medic II - Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and, at the discretion of the Chief, may include a Technical Skills Evaluation conducted in accordance with this Article.

b) Eligibility

Except as provided by Section 8(b) of this Article, each promotional examination for the classification of Medic II - Communications shall be only open to each Medic I - Communications who has continuously held that classification for at least ~~three~~ one (1) year immediately before the examination, and at the time of the examination has successfully completed the probationary period.

c) Written Examination

The Medic II - Communications written promotional exam will be conducted in accordance with this Article. Candidates who receive a minimum score determined and validated by the third party consultant, before the addition of seniority and/or education points, if any, shall be determined to have passed the examination, and will proceed to the next step of the examination process, which may include an optional Technical Skills Evaluation.

d) Optional Technical Skills Evaluation

(1) If included, the Technical Skills Evaluation will be developed by a third party consultant chosen by the Chief from a list generated by the Director of Civil Service. The Technical Skills Evaluation exercises shall be based on job content and responsibility. The Technical Skills Evaluation may include a scenario based assessment. The Consultant shall make all final decisions concerning the design and implementation of the Technical Skills Evaluation.

(2) To remain in the process, all candidates must complete the Technical Skills

Evaluation, which may be administered on the same day or consecutive days depending on the number of qualified applicants. There is no minimum passing score on the Technical Skills Evaluation.

(3) Nothing in the Technical Skills Evaluation process may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

e) Seniority

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years.

f) Education

(1) The following education points shall be added to each candidate's exam score. These points shall only be added to the Written Examination, and shall only apply to college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges. No cumulative points shall be allowed for more than one degree or college credits.

(i) Add 0.5 point for 60 college credits

(ii) Add 1.0 point for Bachelor Degree

(iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7th) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) Scoring

(1) If a Technical Skills Evaluation is included in the promotional process cycle for the rank of Medic II - Communications, the eligibility list shall be calculated as follows:

Written Examination Points:

(See Section 9)

Technical Skills Evaluation

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	+ 10
Total Maximum Points	112

Maximum Points	100
Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA
MEDIC II - COMMUNICATIONS**

$$\begin{aligned} & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment} \\ & \qquad \qquad \qquad \text{Factor)} \\ & \qquad \qquad \qquad + \\ & \qquad \qquad \qquad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\ & \qquad \qquad \qquad = \\ & \qquad \qquad \qquad \text{Total Points for Promotion List**} \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

(2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

Written Examination Points:
(See Section 9)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

Section 5. Captain - Communications

a) Promotional Procedure for Captain - Communications

Positions in the classification of Captain - Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) Eligibility

Except as provided by Section 8 of this Article, each promotional examination for the classification of Captain - Communications shall be only open to each Medic II - Communications who has continuously held that classification for at least two years immediately before the examination.

c) Written Examination

The Captain - Communications written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score determined and validated by the third party consultant, before the addition of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

1 **d) Assessment Center**

2 The Captain - Communications Assessment Center will be conducted in accordance
3 with this Article.
4

5 **e) Seniority**

6 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be
7 added to the written exam score, equivalent to one (1) point per year of continuous service prior
8 to the date of the examination, which shall be prorated for partial years.
9

10 **f) Education**

11 (1) The following education points shall be added to each candidate's score. These
12 points shall only be added to the Assessment Center score, and shall only apply to college
13 degrees from an accredited college or university. An accredited college or university is an
14 institution of higher education that is accredited or authorized by the Southern Association of
15 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England
16 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the
17 Northwest Association of Schools and Colleges, or the Western Association of Schools and
18 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

19 (i) Add 0.5 point for 60 college credits

20 (ii) Add 1.0 point for Bachelor Degree

21 (iii) Add 2.0 points for Masters Degree
22

23 (2) It is the responsibility of the candidate seeking education points to ensure that the
24 Human Resource Section of the Department has the necessary supporting documentation for
25 education points. The documentation must be received by the HR Section no later than 5:00
26 p.m. on the seventh (7th) business day before the written examination is administered. No
27 education points will be counted unless proper documentation is timely received.
28

29 **g) Scoring**

30 After the Assessment Center scoring has been completed for the rank of Captain -
31 Communications, the eligibility list shall be calculated as follows:
32

33 **Written Examination Points:**

34 (See Section 9)

Assessment Center:

35 Maximum Exam Points 100
36 Maximum Seniority Points + 10
37 Total Maximum Points: 110

 Maximum Points 100
 Maximum Education Points + 2
 Total Maximum Points 102

**PROMOTION ELIGIBILITY LIST FORMULA
CAPTAIN - COMMUNICATIONS**

$$\begin{array}{l} \text{(Written Exam Points + Seniority Points)} \div 110 \times 100 \times .60 \text{ (Adjustment Factor)} \\ + \\ \text{(Assessment Center Points + Education Points)} \div 102 \times 100 \times .40 \text{ (Adjustment Factor)} \\ = \\ \text{Total Points for Promotion List**} \end{array}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

Section 6. Commander – Communications

a) Promotional Procedure for Commander - Communications

Positions in the classification of Commander - Communications shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article.

b) Eligibility

Except as provided by Section 8 of this Article, each promotional examination for the classification of Commander - Communications shall be only open to each Captain - Communications who has continuously held that classification for at least two years immediately before the examination.

c) Written Examination

The Commander - Communications written promotional exam will be conducted in accordance with this Article. Candidates who pass the written promotional examination with a minimum score determined and validated by the third party consultant, before the addition of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

d) Assessment Center

The Commander - Communications Assessment Center will be conducted in accordance with this Article.

e) Seniority

Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be added to the written exam score, equivalent to one (1) point per year of continuous service prior to date of the examination, which shall be prorated for partial years.

f) Education

(1) The following education points shall be added to each candidate's written exam score. These points shall only be added to the Assessment Center score, and only apply to

college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges. No cumulative points shall be allowed for more than one degree.

(i) Add 2.0 point for Bachelor Degree

(ii) Add 4.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7th) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

g) Scoring

After the Assessment Center scoring has been completed for the rank of Commander - Communications, the eligibility list shall be calculated as follows:

Written Examination Points: (See Section 9)

Assessment Center:

Maximum Exam Points	100	Maximum Points	100
Maximum Seniority Points	<u>+ 10</u>	Maximum Education Points	<u>+ 4</u>
Total Maximum Points:	110	Total Maximum Points	104

PROMOTION ELIGIBILITY LIST FORMULA COMMANDER – COMMUNICATIONS

$$\begin{aligned} & (\text{Written Exam Points} + \text{Seniority}) \div 110 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & + \\ & (\text{Assessment Center Points} + \text{Education}) \div 104 \times 100 \times .50 \text{ (Adjustment Factor)} \\ & = \\ & \text{Total Points for Promotion List**} \end{aligned}$$

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

1 **PART C. GENERAL PROVISIONS**

2
3 **Section 7. Division Chief and Assistant Chief**

4 **a) Promotion by Appointment for Division Chief and Assistant Chief**

5 (1) Upon vacancy, positions in the classification of Division Chief shall be filled by
6 the use of an appointment process. The Chief may appoint a person to the rank of Division Chief
7 from the rank of Commander. The Chief may remove without cause a person appointed to
8 Division Chief from the Division Chief position, subject to the person's rights and remedies
9 under LGC Section 143.014. If, at the end of this AGREEMENT, there is no successor
10 Agreement, LGC Section 143.014 shall continue to apply to individuals appointed to the rank of
11 Division Chief during the life of this AGREEMENT.
12

13 (2) Upon vacancy, positions in the classifications of Assistant Chief shall be filled by
14 use of the appointment process specified in LGC Sections 143.014 and 143.311. A person
15 appointed to such positions shall have all rights and remedies afforded under LGC Section
16 143.014(g)-(h). The Chief may remove without cause a person appointed to Assistant Chief
17 from the Assistant Chief position, subject to the person's rights and remedies under LGC Section
18 143.014(g).
19

20 (3) The employees currently occupying the positions of Division Chief and Assistant
21 Chief, and the employees appointed to those positions in accordance with this Article, will have
22 full civil service protection.
23

24 **b) Eligibility**

25 In addition to the EMS equivalent of qualifications listed in LGC Section 143.014(e),
26 the Chief shall establish, in writing, any additional required qualifying criteria for persons to be
27 appointed under this Section.
28

29 **Section 8. Crossover Transfers and Promotions**

30 **a) Crossover Transfer**

31 (1) A Medic I with a minimum of one (1) year of service within either the Field or
32 Communications Division, may request a transfer to a Medic I position within the alternate
33 division. A Medic I wishing to transfer divisions must meet the minimum qualifications for the
34 alternate division prior to being transferred.
35

36 (2) A Medic II with a minimum of one (1) year of service as a Medic II within either
37 the Field or Communications Division, may request a transfer to a Medic II position within the
38 alternate division. A Medic II wishing to transfer divisions must meet the minimum
39 qualifications for the alternate division prior to being transferred.
40

41 (3) A Medic II who has requested a transfer pursuant to this Section shall be placed
42 on a transfer list in the order in which the transfer request was received by the Department's HR
43 Manager. In the event of a tie, placement on the list shall be based on tenure in the Department.
44 The Department may develop additional tiebreakers if necessary. Subject to subsections 4 and 5,

1 an eligible Medic II on the list will be transferred to the next Medic II vacancy in the alternate
2 division in the order in which he or she was placed on the list.

3
4 (4) The transfer of a Medic II to the alternate division shall not deny promotional
5 opportunities otherwise available to a Medic I in that division under the following conditions:

6 (i) A Medic II who has requested a transfer shall not be eligible to fill such
7 vacancy if, at the time the vacancy is created, a promotional eligibility list
8 exists for that vacancy.

9 (ii) A Medic II who has requested a transfer shall not be eligible to fill such
10 vacancy if, at the time the vacancy is created, a qualified Medic I has
11 registered for the promotional examination for that vacancy in accordance
12 with Civil Service Commission Rule 7.06, and the registered Medic I
13 becomes eligible to otherwise promote to such vacancy.

14
15 (5) Authorization to transfer pursuant to this Section is within the sole discretion of
16 the Chief.

17
18 (6) A Medic I who transfers divisions shall not be eligible to promote to the next
19 highest classification until the person has continuously held the classification of Medic I in the
20 division to which the person was transferred their new division for at least two (2) one (1) year
21 immediately before the written examination. For all other purposes, a Medic I who transfers
22 divisions retains their seniority within the Department.

23
24 (7) A Medic II who transfers divisions shall not be eligible to promote to the next
25 highest classification until the person has continuously held the classification of Medic II in the
26 division to which the person was transferred for at least one (1) year immediately before the
27 written examination. For all other purposes, a Medic II who transfers divisions retains their
28 seniority within the Department.

29
30 (8) A transfer list created under this Section shall survive the expiration of this
31 AGREEMENT, and shall remain in full force and effect, only if a successor AGREEMENT has
32 been ratified and is effective on the date after the expiration of this AGREEMENT. Otherwise,
33 the transfer list shall expire upon the expiration of this AGREEMENT.

34
35 **b) Voluntary Crossover Demotion and Transfer**

36 (1) A Medic within either the Field or Communications Division may voluntarily
37 accept a demotion and transfer to a Medic I position within the alternate division. A Medic
38 wishing to demote and transfer divisions pursuant to this Section must meet the minimum
39 qualifications for the position in the alternate division prior to being transferred.

40
41 (2) Authorization for a voluntary demotion and transfer pursuant to this Section may
42 be delayed or denied if the Chief determines that such demotion and transfer is not in the best
43 interest of the Department. Reasons for delay or denial include, but are not limited to:

44 (i) Balance of the workforce;

- 1 (ii) The number of vacancies within the affected classifications; or
2 (iii) Disciplinary reasons
3

4 (3) A Medic who voluntarily demotes and transfers divisions shall not be eligible to
5 promote to the next highest classification until the person has continuously held the classification
6 in the division to which the person was transferred for at least one (1) year immediately before
7 the written examination. For all other purposes, a person who voluntarily demotes and transfers
8 divisions retains their seniority within the Department.
9

10 **c) Crossover Promotion**

11 A Medic I who has continuously held the classification of Medic I in either Field or
12 Communications Division for at least ~~three (3)~~ two (2) years immediately before the written
13 examination, may compete in a promotional process for the classification of Medic II within the
14 alternate division. A Medic I wishing to promote to the alternate division must meet all other
15 minimum qualifications for Medic II in the alternate division prior to taking the written
16 examination.
17

18 **d) Step Placement Following Voluntary Crossover Demotion and Transfer**

19 A Medic who elects to voluntarily demote and transfer to an alternate division shall
20 remain at the same step placement that the medic held at the time of the voluntary demotion.
21

22 **e) No Grievance or Appeal**

23 It is expressly understood and agreed that nothing in this Section is subject to the
24 grievance process set forth in this AGREEMENT, nor may be appealed either to the Civil
25 Service Commission, a Hearing Examiner, or to District Court.
26

27 **Section 9. Written Examination Points**

28 a) Except appointments to the classifications of Division Chief and Assistant Chief, all
29 candidates for promotion shall first take a written examination. The maximum score for the
30 written examination shall be one hundred (100) points. Each candidate who receives a minimum
31 score determined and validated by the third party consultant, before the addition of seniority or
32 education points, if any, shall be determined to have passed the examination. The written
33 examination shall consist of questions relating to the duties of the rank to be filled, as contained
34 in reading material selected by the Chief. The CITY must engage an independent consultant to
35 professionally develop the written examination questions after consultations with the Chief, or
36 designees, and the Director of Civil Service. The CITY will make a reasonable effort to ensure
37 that the examination will be validated either before or after the examination is given. Prior to
38 being administered, the finalized examination shall be kept in a safe and secure manner.
39

40 b) The CITY shall make reasonable efforts to provide a six (6) month study time window
41 prior to promotional examinations, but it is recognized that expiration or exhaustion of a list may
42 necessitate an earlier examination.
43

Section 10. Assessment Center Process

a) The Assessment Center process shall only apply to candidates for the following classifications, who pass the written promotional examination, with a minimum score determined and validated by the third party consultant, before the addition of seniority or education points, if any:

- (1) Captain – Field
- (2) Commander - Field
- (3) Captain – Communications
- (4) Commander – Communications

b) Prior to the written examination being administered, the Chief shall establish assessment criteria based on job content and responsibility. The Director of Civil Service will generate a list of consultants, and will review that list with the Chief. The Chief shall also appoint three (3) members to serve on an Assessment Center Review Committee, ("ACRC"), plus one (1) alternate. The ASSOCIATION shall also select three (3) individuals to serve on the ACRC and one (1) alternate. All ACRC members shall be selected from the tested rank or above. No ACRC member shall be eligible for a promotional process in which they served as a member. The ACRC shall meet and consider the list of consultants and recommend the Assessment Center Consultant from the list, subject to Council approval pursuant to CITY purchasing policies and procedures.

c) After the Assessment Center Consultant has been selected, the Consultant will orient the ACRC. The Consultant will confer with both the Chief and the ACRC on the needs or issues affecting the design of the Assessment Center. Any input from the ASSOCIATION will be summarized by the ACRC and made available to anyone who requests it. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.

d) The consultant will design the Assessment Center from among the following exercises:

- In Basket
- Problem Solving/Analysis
- Written and Oral Resumes/Structured Interviews
- Role Playing
- Memo/Report Writing
- Oral Presentation/Plan Preparation
- Staff Meeting
- Special Event/Operations

The consultant is not required to utilize all of the exercises, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.

e) The Consultant also selects the assessors, who shall meet the following criteria:

- (1) Shall not be related to any candidates for promotion;

- (2) Shall not be known to, beyond mere acquaintance, any candidates for promotion;
- (3) Shall have two (2) years of experience in the promoted or equivalent rank, and
- (4) Shall not be a current or former employee of the City of Austin.

f) The Consultant shall conduct an orientation for candidates prior to administering the Assessment Center. The Consultant may deem the orientation mandatory, and all candidates must attend in order to participate, if it is declared mandatory. If the consultant deems an orientation to be mandatory, at least two (2) orientations shall be scheduled. If a mandatory orientation is scheduled during a candidate's work time, he/she will be permitted to attend.

g) The assessors selected by the Consultant will assess the candidates for the rank. The assessors shall award up to one hundred (100) points to each candidate participating in the Assessment Center. The assessment sessions will be videotaped, and candidates may review their own session pursuant to procedures established by the Director of Civil Service, provided that candidates are given up to four (4) hours, which may be provided in smaller increments of time, to review their assessment session. The Director of Civil Service shall make available blocks of time for candidates to review examination results from 8:00 a.m. to 5:00 p.m., and at least two (2) evening options until 10:00 p.m. shall be provided. However, these time periods need not be kept available or staffed unless the times are reserved in advance. Examination reviews will be conducted on the candidate's off-duty time. Copies of the videotapes will not be given to the candidate. Nothing in the Assessment Center process may be appealed either to the Civil Service Commission, a Hearing Examiner, or to District Court.

h) To remain in the process, all candidates must complete the Assessment Center, which may be administered on the same day or consecutive days depending on the number of qualified applicants. There is no minimum passing score on the Assessment Center.

Section 11. Eligibility Lists

a) All promotional eligibility lists created under this Article shall be constructed, with the highest total score being ranked number one and descending in numerical order.

b) All promotional eligibility lists shall be valid for twenty-four (24) months from the date that the eligibility list is initially posted, even after termination of this AGREEMENT.

c) If a written promotional examination for a rank has been given prior to the expiration of this AGREEMENT, the promotional process for that rank may continue to completion, the expiration of this AGREEMENT notwithstanding, and the resulting eligibility list shall have a life of twenty-four (24) months from the eligibility list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective, even after termination of this AGREEMENT. In the event of a clerical or electronic error in computing the test scores, the expiration date of any promotional examination eligibility list may be amended by written agreement between the President of the ASSOCIATION and the City Manager.

1 **Section 12. Appeals Criteria Committee**

2 a) An Appeals Criteria Committee (ACC) shall determine the criteria for what may be
3 appealed to the Civil Service Commission following all written promotional examinations. The
4 ACC shall establish appeal criteria which will be used for all written examinations held during
5 the term of this Agreement. The ACC, composed of seven (7) individuals, shall be appointed as
6 follows:

- 7 (1) Three (3) members appointed by ASSOCIATION, each having taken at least one
8 (1) promotional exam;
9 (2) Two (2) members appointed by the Chief, each having taken at least one (1)
10 promotional exam;
11 (3) One (1) member appointed by the Director of Civil Service; and
12 (4) One (1) member appointed by the Chair of the Civil Service Commission.

13
14 b) A simple majority of the ACC shall approve the criteria. The Chief may reconvene the
15 ACC if, after an eligibility list has been established, it appears that clarification or modification
16 of the criteria is warranted. The criteria approved by the ACC shall not be appealable to either
17 the Civil Service Commission, a Hearing Examiner, or to District Court.

18
19 **Section 13. Appeal Process after Written Examination**

20 Within 72 hours after a promotional examination is held, the Commission shall post the
21 individual raw scores. Any candidate who has taken a written promotional examination may,
22 within seven (7) City of Austin business days of the posting of the written promotional exam
23 results, review his/her examination results. The process shall be established by the Director of
24 Civil Service; provided, however, that each candidate who has taken a promotional examination
25 may have up to four (4) hours to review his/her examination, write, and submit the appeal, if any,
26 which must be based on the appeal criteria approved by the ACC. Once an appeal is filed, it
27 shall be assigned a number and processed anonymously. The candidate may obtain a copy of his
28 or her appeal. The Director of Civil Service shall make available blocks of time for candidates to
29 review examination results from 8:00 a.m. to 5:00 p.m., and evening options until 10:00 p.m.
30 shall be provided. However, these time periods need not be kept available or staffed unless the
31 times are reserved in advance. Examination reviews will be conducted on the candidate's off-
32 duty time. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to
33 District Court of any facet of the examination review process.

34
35 **Section 14. Review by Employee Review Committee**

36 a) An Employee Review Committee (ERC) will be appointed to screen written
37 examination appeals to the Civil Service Commission, applying the criteria established by the
38 ACC to determine which appeals should be rejected because they do not meet the criteria.
39 Assuring for diversity as is practical and possible the ERC shall be comprised of five (5)
40 members as follows:

- 41 (1) Four (4) members of the rank of the promotional exam or higher, two (2) each
42 appointed by the ASSOCIATION and the Chief; and
43
44 (2) One (1) member appointed by the Director of Civil Service.

1
2 b) Appeals may advance from the ERC to the Civil Service Commission by a vote of a
3 simple majority of the ERC. The ERC will not make any statement, assertion, or
4 recommendation regarding the validity of an appeal or subsequent Civil Service Commission
5 action. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to
6 District Court of the ERC's examination appeal determinations or from the Civil Service
7 Commission's written examination appeal decisions.
8

9 **Section 15. Time Limit to Fill Vacant Positions**

10 It is expressly understood and agreed that during the term of this AGREEMENT, the
11 provisions in Chapter 143.036(d) and (e) and 143.014(f) of the Local Government Code
12 prescribing time limits for filling vacancies shall be expanded to one hundred and twenty (120)
13 calendar days after the date the vacancy occurs. This Section shall only apply to the filling of
14 vacancies in the following classifications:

- 15 (1) Captain – Field
16 (2) Commander – Field
17 (3) Captain – Communications
18 (4) Commander – Communications
19

20 **Section 16. Committee on the Assessment Center Process**

21 The CITY and the ASSOCIATION shall each appoint two (2) persons to a committee that
22 shall schedule a meeting with the participants in each Assessment Center process to discuss the
23 strengths and weaknesses perceived by the participants, after completion of the process. The
24 Committee may recommend changes in the procedures set out in this Agreement.
25

26 **Section 17. Military Promotions/Demotions**

27 The following changes are made to Sections 143.036 and 143.072 of the Texas Local
28 Government Code:

29 a) When a Medic is promoted as the result of a vacancy created by a military leave of
30 absence, and the Medic on military leave returns to active duty in the Department, the person
31 who filled the most recent vacancy at that rank shall be the one who is demoted to the next
32 lowest classification and placed on a reinstatement list, with such rights as prescribed in this
33 Article.
34

35 b) The same result applies to all other promotions in lower ranks which resulted from the
36 first promotion and subsequent demotion.
37

38 c) All other provisions of Sections 143.036 and 143.072 not specifically changed by this
39 Agreement shall remain in effect.
40

41 **Section 18. Vacancy Created by Indefinite Suspension**

42 a) Notwithstanding any provision in this Article or any provision in Local Government
43 Code Chapter 143, an indefinite suspension of a Medic (despite any pending appeal) shall create

1 a vacancy, but shall not expand the size of the classified service. In the event that an indefinite
2 suspension is overturned on appeal and the Medic is reinstated to active duty in the Department,
3 the person who filled the most recent vacancy at that rank shall be the one who is demoted to the
4 next lowest classification and placed on a reinstatement list, with such rights as prescribed in this
5 Article.

6
7 b) The same result applies to all other promotions in lower ranks which resulted from
8 the first promotion and subsequent demotion.

9
10 **Section 19. Failure to Timely Credential after Promotion or Crossover Transfer**

11 a) If a person fails to credential to unrestricted status by the Medical Director within the
12 established time period following a crossover promotion or crossover transfer, the person shall
13 be demoted to the position held at the time of the promotion or transfer. A demotion under this
14 Section shall not expand the size of the classified service.

15
16 b) If a vacancy exists in the classification to which a person is demoted under this Section,
17 the person shall fill the vacancy. If no vacancy exists, the person who filled the most recent
18 vacancy at that classification shall be the one who is demoted to the next lowest classification
19 and placed on a reinstatement list, with such rights as prescribed in this Article.

20
21 c) The same result applies to all other promotions in lower ranks that resulted from the
22 first promotion and subsequent demotion.

23
24 d) A demotion under this Section shall not be appealable either to the Civil Service
25 Commission, a Hearing Examiner, or to District Court.

26
27 **Section 20. Reinstatement List**

28 a) There shall be only one reinstatement list for each classification for persons demoted by
29 virtue of Sections 17, 18 and 19 of this Article.

30
31 b) Any person placed on a reinstatement list pursuant to Section 17, 18 and 19 of this
32 Article shall remain on the list indefinitely.

33
34 c) Persons on the list shall be entitled to reinstatement to the classification from which
35 they were demoted in the same order as the demotion occurred, which results in the last demoted
36 at that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for
37 that classification before any promotions from a promotional eligibility list. Until such
38 reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created
39 at that classification for the purpose of any promotional eligibility list.

40
41 d) Except for persons eligible for reinstatement at an entry classification, time spent on a
42 reinstatement list shall not be considered a break in service for civil service purposes, including,
43 but not limited to eligibility for future promotional examinations. Reinstatement is subject to
44 successful completion of the OMD re-credentialing process.

1 **Section 21. Effect on Current Eligibility Lists**

2 It is expressly understood and agreed that the promotional process set out in this Article
3 shall not apply to persons in a promotional process initiated prior to the effective date of this
4 Agreement, and shall not extend the expiration date of an existing Eligibility List.
5

6 **Section 22. Effect of Contract Expiration**

7 The provisions of this Article shall remain in full force and effect after expiration of this
8 AGREEMENT as to:

- 9 a) All promotional eligibility lists created during this AGREEMENT; and
10 b) All reinstatement lists created pursuant to this Article.
11
12
13
14
15

16 **PART D. EMT-P CERTIFICATION PROGRAM**

17
18 **Section 23. Purpose**

19 The EMT-P Certification Program (the "Certification Program") established by this Article
20 promotes the City's goals of improving customer service and investing in the workforce by
21 providing assistance to employees who take ATCEMS career-enhancing courses designed to
22 obtain Texas Department of State Health Services (TDSHS) certification as an Emergency
23 Medical Technician-Paramedic (EMT-P).
24

25 **Section 24. Definitions**

26 In Part D of this Article:

27 a) "Emergency Medical Technician-Paramedic" or "EMT-P" shall have the same meaning
28 as provided by the Texas Administrative Code, Title 25, Part 1, Chapter 157, Subchapter A, Rule
29 157.2 (35).
30

31 b) "Emergency Medical Technician-Paramedic certification" or "EMT-P certification"
32 means certification by the Texas Department of State Health Services at the EMT-P level.
33

34 c) "Certification Program" means a Department designated program of course work and
35 field/clinical experience required by the current national paramedic education standards and
36 competencies in the National EMS Education Standards, as defined by DOT, to become eligible
37 for certification as an EMT-P.
38

39 d) "Tuition cost" means the cost per student, as determined by the Department, of the
40 Certification Program.
41

42 **Section 25. Eligibility Requirements**

1 a) This Certification Program is available to all Medics that:

2 (1) Have successfully completed their probationary period.

3 (2) Have a current EMT or EMT-I certification from the TDSHS or current EMT,
4 EMT-I or AEMT certification from the National Registry, and

5 (3) Have not obtained TDSHS or National Registry certification as an Emergency
6 Medical Technician-Paramedic or Licensed Paramedic.

7
8 b) Notwithstanding subsection (a), this Certification Program is not available to any
9 Medic that:

10 (1) Has received a disciplinary suspension in the six (6) months immediately
11 preceding the date of the Certification Program, or

12 (2) Has a Modified Credential Status by the Office of Medical Director.

13 c) Eligible Medics who apply for placement in the Certification Program shall take an
14 assessment test developed by the Department. Medics shall be placed on the eligibility list in
15 numerical order of each Medic's raw score from the assessment test, with the highest score being
16 first on the list. There shall be no cut score. In the event of a tie placement on the list shall be
17 based on tenure in the Department. The Department may develop additional tiebreakers if
18 necessary. Each eligibility list created for placement in the Certification Program shall be
19 effective only for that Certification Program.

20 21 **Section 26. The Certification Program**

22 a) The Department will conduct at least one (1) Certification Program prior to the
23 expiration date of this Agreement. Participation in the Certification Program is voluntary and
24 shall not be counted as on-duty regular hours. A participating Medic shall not be compensated
25 for time spent outside of on-duty regular work hours in connection with the Certification
26 Program.

27
28 b) This Article shall apply only to a Certification Program designated by the Department.

29
30 c) The number of participants in the designated Certification Program shall not exceed
31 fifteen (15) Medics per fiscal year.

32 33 **Section 27. Two Year Service Requirement and Tuition Cost Reimbursement**

34 a) Requirements for continued service with the CITY are an assurance that the CITY will
35 benefit from employee participation in this Certification Program. A two (2) year service
36 requirement begins on the date the Medic begins the Certification Program.

37
38 b) If a Medic leaves employment with the Department *for any reason*, other than a
39 compensable line of duty injury or illness, before the Medic's service requirement is completed,
40 the Medic must reimburse the CITY all or part of the Certification Program tuition cost in one of
41 the following ways:

42 (1) If the Medic has worked for the less than one year of the service requirement, the

Medic shall reimburse the CITY the full amount of the Medic's tuition cost.

(2) If the Medic has worked at least one year, but less than two years, of the service requirement, the Medic will reimburse the CITY 50% of the amount of the Medic's tuition cost.

(3) Each Medic shall be provided in writing the amount of the tuition cost at least 14 days before the Medic begins the Certification Program.

A Medic who is reinstated from an indefinite suspension by the Civil Service Commission, a Hearing Examiner, or final court order shall not be required to reimburse the City for any amount of the Medic's tuition cost.

c) If a Medic fails to successfully complete the Certification Program, the Medic shall reimburse the CITY the full amount of the Medic's tuition cost.

d) If a separation of service or termination of employment occurs (voluntary or involuntary) and a reimbursement amount is owed by the Medic, and the Medic does not otherwise repay the amount, the Medic agrees to have the reimbursement amount deducted from the Medic's paycheck(s) and/or monies owed for accumulated benefits that are paid after the termination decision occurs. To facilitate such payment on the part of the Medic, he/she shall submit, at the time the Medic begins the Certification Program, a signed payroll deduction agreement authorizing the above deductions. The failure to submit a payroll deduction agreement shall not waive the CITY'S right to reimbursement.

e) A service requirement is *not* an assurance of continued employment by the City.

Section 28. Medic Work and Certification Program Schedules

The Certification Program will typically be scheduled during non-working hours. If a Certification Program schedule would interfere with the Medic's work schedule, the Department will attempt to accommodate the Medic's work and Certification Program schedule subject to the operational and staffing needs of the Department. Final approval for flexible scheduling will be at the discretion of the Chief.

Section 29. Continuing Education

a) Mutual Interest

The ASSOCIATION and the CITY share a mutual interest in the continuing education of EMS personnel for quality improvement, operational needs, changes in the practice of medicine and recertification of licenses. Both Parties recognize that the creation, planning, development and delivery of continuing education is a management right.

b) National Registry EMT Recertification

The Department is committed to continuing to provide a curriculum consistent with National Registry EMT recertification of its personnel. To that end and consistent with the continuing education curriculum implemented in FY 2015-2016, the Department will include

1 continuing education that meets recertification requirements for National Registry EMT in FY
2 2016-2017. Not all recertification courses will be offered per fiscal year and the City shall not be
3 required to meet the recertification timing needs of any individual Medic. At the Department's
4 discretion, such courses may be included in the Department's mandatory continuing education or
5 may be offered on a voluntary basis. The Department will provide at least two National
6 Standards courses during the Department's mandatory continuing education. If offered on a
7 voluntary basis, time spent outside of on-duty regular work hours in connection with these
8 courses shall not be counted as on-duty regular hours and a participating Medic shall not be
9 compensated for such hours.

10

1
2 **AMENDMENT SECTION 2:**

3
4 Article 13 of the AGREEMENT is hereby amended to read as follows:
5

6
7 **ARTICLE 13**
8 **HIRING PROCESSES**
9

10 **Part A. Application of Chapter 143 Processes**

11 The ASSOCIATION, recognizing the CITY'S need for flexibility in the hiring process,
12 hereby agrees to the deviations from Chapter 143 hiring procedures specifically authorized by
13 this Article. Except as allowed by this Article, the CITY will comply with the hiring procedures
14 specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.
15

16 **Part B. Initial Hiring Process**

17
18 **Section 1. Submission of Proper Application**

19 a) In order to be considered for the position of Medic I each applicant must first submit a
20 proper application as defined by the Department. A proper application shall include, but not be
21 limited to, information on personal history, criminal history, driving record and age. The
22 information submitted shall be used by the Department to determine whether the applicant meets
23 the minimum qualifications to proceed to the testing phase of the process.
24

25 b) The Chief shall establish the eligibility requirements for applicants for the position of
26 Medic I, consistent with Chapter 143 and this Agreement.
27

28 **Section 2. Screening and Testing of Applicants**

29 a) The Chief will develop and implement the screening and testing procedures used to
30 determine whether an applicant will be offered a position as a Medic I in an EMS Academy. The
31 screening and testing procedures will include, at a minimum, a structured Oral Interview Board
32 and a background investigation. Nothing in this Agreement or in Chapter 143 will restrict the
33 nature of the tests administered to applicants or the procedures used to administer those tests.
34

35 b) Applicants who successfully complete all of the screening and testing procedures will
36 be placed on an eligibility list per Department policy. Applicants on the eligibility list may be
37 offered a position as a Medic I in an EMS Academy.
38

39 c) Each eligibility list created as a result of the process described in this Section shall
40 remain effective for twenty-four (24) months after certification by the Director of Civil
41 Service Commission, or his or her designee.
42

43 **Section 3. Internship Program**

44 The Department may create and implement an Internship Program for individuals who are

interested in becoming a Medic I. Anyone admitted into the Internship Program must pass the same screening and testing procedures as applicants for the position of Medic I, either at the beginning or at the end of their participation in the Program. The duration of the Internship Program will be at least the equivalent of a college semester. Any intern who successfully completes the Internship Program shall be placed at the top of the current or next eligibility list for hire as a Medic I. Up to fifty percent (50%) of each Academy class may consist of interns who successfully completed the Internship Program.

Section 4. Effect on Present Medic I Classes

It is specifically understood and agreed that the hiring process set out in this Agreement shall not apply to persons hired before the effective date of this Agreement.

Section 5. Probationary Period

The "at will" probationary period of individuals filling beginning positions in the EMS Department shall begin, under this Agreement, on the date the Medic I is hired and shall end at the expiration of twelve (12) months. Any leave taken by a probationary Medic I, including but not limited to injury leave, FMLA leave, or sick leave, shall extend this probationary period by the length of the leave taken. (Approved vacation leave, other than FMLA, will not so extend the probationary period.)

Part C. Modified Hiring Process

Section 1. Applicability

~~The Modified Hiring Process applies only to the hiring of individuals with 911 EMS communications experience for the Communications Division or 911 EMS transport experience for the Field Division.~~

a) Field Division

The Modified Hiring Process for the Field Division applies only to the hiring of individuals that, as of their date of their application, have a current Texas Department of State Health Services certification as an Emergency Medical Technician-Paramedic or Licensed Paramedic.

b) Communications Division

The Modified Hiring Process for the Communications Division applies only to the hiring of individuals that have 911 communications experience.

Section 2. Eligibility Requirements

a) Except as noted within this Article:

(1) The Chief shall establish the eligibility requirements for applicants for the Modified Hiring Process.

(2) The requirements need not be the same as those established by Chapter 143 or

those applicable to applicants for the position of Medic I, except as noted within this Article.

b) The Chief or the Chief's designee may, at his or her sole discretion, deny the application of any applicant for the Modified Hiring Process and may determine whether a particular applicant meets the eligibility requirements in accordance with the provisions in this Article.

Section 3. Selection and Placement

a) The Chief shall establish the selection criteria and procedures for the Modified Hiring Process. The criteria need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Medic I in the Department's regular Academy. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.

b) Upon hire, the applicant will be placed in the position of Medic I regardless of any rank or position the individual previously held in another agency.

Section 4. Modified Hiring, Training and Probation

a) The Chief shall establish the training requirements for individuals hired through the Modified Hiring Process. All individuals hired through the Modified Hiring Process must successfully complete the training established by the Chief.

b) Each individual hired through the Modified Hiring Process shall successfully complete a probationary period of at least twelve (12) months from date of hire.

Section 5. Civil Service Status

a) An individual who successfully completes the probationary period will become a full-fledged civil service employee with civil service protection. Until completion of probation, each Medic I hired through this Modified Hiring Process is an at-will employee who may be discharged by the Chief at any time, without right of appeal.

b) Until completion of probation, a Medic I hired through the Modified Hiring Process is excluded from the coverage of discipline or grievance Articles in this Agreement.

Section 6. Pay and Seniority

a) ~~The Chief may determine~~ beginning pay rate for each Medic I hired through the Modified Hiring Process. Any pay rate established by the Chief shall not exceed shall be that of a Medic I with two (2) years' experience in the Department.

b) Regardless of the pay rate established for each Medic I hired through the Modified Hiring Process, seniority for purposes of longevity pay shall begin on the date of hire as a Medic I with the Department.

1 c) Movement through the pay schedule shall not take into account initial placement in the
2 step plan, but shall only be based on time in service.

3
4 **Section 7. Promotional Eligibility**

5 A Medic I hired through the Modified Hiring Process must meet the same promotional
6 eligibility requirements as a Medic I hired through the Department's regular initial hiring
7 process.

8
9 **Section 8. Implementation**

10 The Modified Hiring Process described by this Article may be used at any time, for any
11 number of applicants, as authorized by the Chief.

12
13
14 **Part D. Additional Provisions**

15
16 **Section 1. Benefit of the Bargain**

17 The ASSOCIATION and the CITY share the goal of recruiting and hiring the most
18 qualified applicants to become Medic I personnel. The parties agree that the degree of flexibility
19 incorporated into this Article is of benefit to both parties.

20
21 **Section 2. Effect of Contract Expiration**

22 The provisions of this Article shall remain in full force and effect after expiration of this
23 Agreement as to:

24 a) Any hiring process which has been commenced in substantial reliance upon the
25 provisions of this Article;

26
27 b) The length of the "at will" probationary period for individuals in that status prior to the
28 expirations of this Agreement;

29
30 c) Any eligibility list created under the terms of this Article will remain in effect for 24
31 months, notwithstanding the expiration of this Agreement;

32
33 d) Any interns who are participating in the Internship Program at the expiration of this
34 Agreement may be placed at the top of the first eligibility list created after expiration of this
35 Agreement.

36
37 **Section 3. Preemption**

38 Nothing in this Article shall prevent the CITY from complying with any provision of
39 federal law in connection with the hiring process.

1
2
3
4 **TENTATIVELY AGREED:**

5
6 Date: June 8, 2016

7
8 ATCEMSEA

City of Austin

9
10 _____
11 Tony Marquardt
12 Chief Negotiator

Tom Stribling
Chief Negotiator