

## Informational Sheet Only - Summary of Changes

**(Shaded areas do not have Temporary Agreements 'TA' and are subject to change)**

Article	What We Got	What We Gave	Both Agreed
1 Definitions			<ul style="list-style-type: none"> <li>Added many more definitions to reduce conflicts</li> </ul>
2 Authority & Term	<ul style="list-style-type: none"> <li>30 month contract that ends on 12/31/2016</li> <li>Evergreen clause that ends on 12/31/2017</li> </ul>		<ul style="list-style-type: none"> <li>Beneficial to both parties to move to a calendar year instead of a fiscal year and consistent with HPD contract</li> <li>The 30 month contract allows the union a year to work with the new Mayor and administration for wages and incentive pays</li> <li>Either party may request to open negotiations</li> </ul>
3 Union Recognition & Access	<ul style="list-style-type: none"> <li>Maintained Local 341 as exclusive bargaining agent and excludes any non-Local 341 organizations</li> </ul>	<ul style="list-style-type: none"> <li>Bulletin boards</li> <li>Executive Asst. Chiefs excluded from bargaining unit</li> </ul>	<ul style="list-style-type: none"> <li>Gave back the bulletin board because the city wants to ability to grieve the union for the history of posting political, offensive and discriminating materials</li> </ul>
4 Management Rights (No TA still subject to change)	<ul style="list-style-type: none"> <li>Clarified "directives" only means directives from a court of law, and not a Mayor or department head</li> </ul>	<ul style="list-style-type: none"> <li>Ability to revise department rules to comply with changes in law or by the courts</li> </ul>	

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5 Maintenance of Standards (No TA still subject to change)			<ul style="list-style-type: none"> <li>• Still working on the exact "past practices" the city wants to change and not agreeing to a "blanket" statement to cover any and all events - only gives rise to more grievances when do not define what we are agreeing to</li> </ul>
6 Civil Service Provisions (No TA still subject to change)			<ul style="list-style-type: none"> <li>• No change</li> </ul>
7 Payroll Deduction of Dues	<ul style="list-style-type: none"> <li>• Refund any overpayments not later than 180 days from when it was discovered</li> </ul>		
8 No Strike - No Lockout			<ul style="list-style-type: none"> <li>• No change</li> </ul>
9 Probationary Period	<ul style="list-style-type: none"> <li>• Trainees will participate in a Observation Program not exceeding 80 hours;</li> <li>• Trainees not counted as manpower;</li> </ul>	<ul style="list-style-type: none"> <li>• Probation increased from 15 to 18 months</li> </ul>	<ul style="list-style-type: none"> <li>• Observation Program consist of working at the station instead of waiting at the VJTA until station assignments</li> </ul>

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<p style="text-align: center;">10 Authority of Acting Fire Chief</p>	<ul style="list-style-type: none"> <li>Excluded the ability to demote or bypass by an Executive Assistant Chief when acting as a temporary Fire Chief</li> </ul>	<ul style="list-style-type: none"> <li>Allows a Successor Fire Chief (not a temporary one) the ability to demote and bypass.</li> </ul>	<ul style="list-style-type: none"> <li>A successor Fire Chief has no other person occupying the position, whereas a temporary Fire Chief is only acting while the regular Fire Chief is absent.</li> </ul>
<p style="text-align: center;">11 Promotions</p>	<ul style="list-style-type: none"> <li>Give the written exam before the assessment exam but within 45 days of each other</li> <li>Changed point system to be more competitive</li> <li>If the City uses a retiree as an assessor that has been retired for more than 2 years, must show they are actively engaged in performing assessments during the retirement time</li> </ul>	<ul style="list-style-type: none"> <li>Increase time to 45 days for various deadlines to allow City to coordinate to 3rd-party test developers and to process the exams</li> </ul>	<ul style="list-style-type: none"> <li>Weights on assessment center and written exams similar to other Texas cities.</li> <li>Assessment exams for equivalent ranks</li> </ul>
<p style="text-align: center;">12 Appointments by Fire Chief</p>	<ul style="list-style-type: none"> <li>Added qualifications for appointments of holding Captain rank (or equivalent) and either posses 15 years of service in HFD (or) 10 years of service with a Bachelor's degree</li> </ul>	<ul style="list-style-type: none"> <li>No right to appeal a demotion or removal from appointed position except for claims of discrimination;</li> <li>May demote below last held tested rank</li> </ul>	
<p style="text-align: center;">13 Shift Exchanges &amp; Employee Substitutions</p>			<ul style="list-style-type: none"> <li>No change</li> </ul>

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<p style="text-align: center;">14 Grievances (No TA still subject to change)</p>			<ul style="list-style-type: none"> <li>Added clarification language that individual firefighters cannot file contract grievances through Staff Services and under the Texas Government Code 143</li> </ul>
<p style="text-align: center;">15 Mediation</p>	<ul style="list-style-type: none"> <li>Created an entire program based on previous pilot program under Guideline I-44 and new Mediation Handbook</li> <li>Designate at least one member as the Mediation Coordinator to manage the program</li> </ul>	<ul style="list-style-type: none"> <li>The City will only hire sufficient number of employees/mediators as the program calls for instead of hiring a fixed number</li> </ul>	<ul style="list-style-type: none"> <li>Based on the past pilot program evaluations, firefighters wanted to continue mediation as a way to resolve disputes</li> </ul>
<p style="text-align: center;">16 Special Administrative Assignment &amp; ABL</p>	<ul style="list-style-type: none"> <li>Based on expressed direction from the Local 341's Board of Directors, and the membership's survey showing majority does not want to increase ABL donation time more than 1 hour, removed the pension chairman position because it was viewed as negotiating pension benefits and to not use ABL time to continue the position under the contract</li> </ul>	<ul style="list-style-type: none"> <li>Increased request time for ABL from 9 days to 10 days unless circumstances make it impractical (i.e. 48-hour notice to attend a hearing)</li> </ul>	

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<p style="text-align: center;">17 Non-Discrimination</p>			<ul style="list-style-type: none"> <li>• Added protected classes to include ethnicity, gender identity, pregnancy;</li> <li>• Added discrimination claims under City ordinances, procedures and policies</li> </ul>
<p style="text-align: center;">18 Minimum Staffing (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Expressly identifies 4-shift model that minimum staffing based on.</li> <li>• Maintained 4-person staffing</li> <li>• New districts of 24 hours will have EO ICTs</li> <li>• Maintain 2 paramedics on 75% of ALS units</li> <li>• Interns will not be counted for manpower and will not be used in unusual circumstances</li> <li>• When all EOP position filled, remaining EOP will ride as FFP instead of being assigned to a BLS to maintain paramedic pay</li> <li>• Excluded any EMS divide, including using privatization, civilians, or municipals</li> <li>• Obligation to hire sufficient paramedics to achieve optimal ALS performance</li> <li>• Non-rescue personnel will not be used in rescue for overtime and/or fill-in assignments</li> </ul>	<ul style="list-style-type: none"> <li>• EMS protection only good for this contract</li> <li>• No closed shop for Rescue</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Closed shop for Hazmat</li> <li>• Minimum staffing for ARFF as FAA required and upon City Council approval of HAS agreement with City</li> </ul>		
<p style="text-align: center;">19 Transfers (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Maintained the DC can personally select their ICT but that Fire Chief has final authority</li> <li>• DCs will be transferred using seniority, unless the Fire Chief determines the department may benefit using an alternative</li> <li>• Tactical Medic program transfers</li> </ul>		<ul style="list-style-type: none"> <li>• Because past practice in applying points for special operations has been applied various ways, now the contract will provide examples explaining how the special operations points are calculated and to clarify how the system determines who gets the transfer</li> </ul>
<p style="text-align: center;">20 Sick Leave &amp; Other Unscheduled Absence</p>	<ul style="list-style-type: none"> <li>• No pay permanently withheld for lack of a Form 48</li> <li>• No requirement for firefighter to send or fax paperwork</li> <li>• "Occurrence" means: one 24 hour shift; or three events missing any portion of a 24 hour shift</li> <li>• Takes more than 5 occurrences before firefighter goes to the Attendance Review Board</li> <li>• Added one representative from the union to the Attendance Review Board</li> </ul>	<ul style="list-style-type: none"> <li>• If sick on premium holiday without Form 48, can be charged 1.5 rate of sick leave</li> <li>• No alternative leave used when exhausted personal bank without Fire Chief approval and except for FMLA or Workers Comp</li> <li>• District Leave Bank eliminated</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Removed automatic side-job revocation for unscheduled absences, but Board can recommend a complaint to Fire Chief if suspect working a side-job and calling in sick</li> <li>• Added Board may consider mitigating factors like health, sick child and other FMLA type events regardless if FMLS was used</li> </ul>		
<p style="text-align: center;">21 Base Salary</p>	<ul style="list-style-type: none"> <li>• 4% base salary across the board effective 1/1/2015</li> <li>• Wage reopener in 3/1/2016 with new Mayor</li> <li>• Opener for wages, incentive pay and guaranteed holidays only</li> </ul>		
<p style="text-align: center;">22 Payment Upon Leave (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Applies FFs as of dated of execution of irrevocable separation form</li> <li>• Extended written notice to FF to 45 days of City's intent to exercise termination pay</li> <li>• Deferral pay applies to the date FF submitted irrevocable separation form and not actual date of separation</li> <li>• City may not change deferral plan without agreement from FF</li> </ul>		

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23 Additional Compensation (No TA still subject to change)	<ul style="list-style-type: none"> <li>• Reopener in 3/1/2016 with new Mayor for more incentive pay</li> <li>• Maintained POP program</li> </ul>	<ul style="list-style-type: none"> <li>• No increase or additional incentive pay until negotiations with new Mayor in the reopener</li> <li>• No re-credentialing for POP officers</li> </ul>	
24 Hiring of Incoming Firefighters			<ul style="list-style-type: none"> <li>• Civil Service test last 2 years instead of one</li> <li>• Additional 3 points for Houston residents</li> </ul>
25 Duty Death Funerals	<ul style="list-style-type: none"> <li>• Added to provide assistance to the families before 180 days</li> <li>• Added beneficiaries who are minors shall receive payment to the individual designated for pension beneficiaries to avoid the city keeping the money</li> <li>• Payment of \$10,000 not dependent on receipts</li> </ul>		
26 Uniforms, Clothing & Equipment (No TA still subject to change)	<ul style="list-style-type: none"> <li>• Additional polo shirt and 2 T-shirts</li> <li>• Added tactical pant</li> <li>• More equipment on voucher list to include: flashlights, helmet lights, Leatherman tool, safety glasses, helmet flashlights, leather work gloves, rescue gloves, P95 respirator filter mask</li> </ul>		



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	<ul style="list-style-type: none"> <li>• Added an exchange of soiled or contaminated clothes with no charge to voucher system</li> <li>• Bullet proof vest for Arson and replaceable every 5 years</li> <li>• Rollover of 100% of voucher balance in 2014 (and)</li> <li>• Rollover of \$200 instead of \$100 every year after 2014 and can be used for anything instead of just a dress coat</li> </ul>		
<p style="text-align: center;">27 Equipment Maintenance &amp; Responsibility (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Lowered amount of liability from \$5000 to \$4000</li> <li>• Joint committee to develop policy on fair market values and depreciation methods</li> <li>• defined the term "lost" as opposed to "misaid" to direct the Equipment Committee</li> <li>• payment for reimbursement by cash or payroll deduction or use of vacation and holiday leave at the FF's election</li> <li>• If FF has to pay reimbursement, may not then impose disciplinary action for the same event</li> </ul>	<ul style="list-style-type: none"> <li>• Lowered guaranteed overtime for joint committee attendance from 4 hours to 3 hours</li> </ul>	

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<p style="text-align: center;">28 Vacation &amp; Holiday Leave (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Reopener in 2016 for more times to take GHs</li> <li>• Lowered GH restrictions from 4 months to 3 months (only July, November, December)</li> <li>• No black outs for 2016</li> <li>• Members with perfect of attendance will not be restricted for GH use during restricted periods</li> <li>• May use vacation/holiday leave when on FMLA</li> <li>• Debit day vacation not used to calculate district caps</li> <li>• Benefit Buy Back program to sell more types of benefit leave</li> <li>• Unscheduled leave excludes FMLA and death</li> <li>• Maintained a member can take all accrued vacation for same-year accrual</li> </ul>	<ul style="list-style-type: none"> <li>• Lowered GHs from 10% to 5% (42 members off) and expect to exceed this level 22 days out of the entire year.</li> <li>• Lowered district vacations from 15% to 10% (83 members off) and expect to exceed this level 22 days out of 365 days city wide.</li> <li>• Increased time to request to GH/Vacation to 14 days</li> <li>• Stopped the district vacation bank</li> </ul>	<ul style="list-style-type: none"> <li>• For GHs, in 2013 with restrictions in June, we exceeded the 10% cap (83 members off) 0 days out of the entire year.</li> <li>• For Vacation, in 2013 the 15% district (125 members off) cap was exceeded 1 day (Christmas) out of 365 days city wide.</li> <li>• ** As verified by the DC Staffing Report 1.</li> <li>• ** The CBA team acknowledges the days exceeded are summer weekends and holidays.</li> </ul>
<p style="text-align: center;">29 Holidays (No TA still subject to change)</p>			<ul style="list-style-type: none"> <li>• No change</li> </ul>

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<p style="text-align: center;">30 Hours of Work (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Maintained 4 shifts, but got contractual agreement that not changeable under management rights</li> <li>• Created Debit/Credit Program to allow members to move their debit days based on FF selection of location (station, district, city-wide)</li> <li>• Debit/Credit assignment assigned by rank</li> </ul>		<ul style="list-style-type: none"> <li>• When staffing conflict arises, Debit/Credit member take priority over a member who cancels day-of vacation but is subordinate to operations needs to department</li> </ul>
<p style="text-align: center;">31 Overtime (No TA still subject to change)</p>	<ul style="list-style-type: none"> <li>• Work-related court appearances do not count against the member</li> <li>• Added provision bypass non-paramedics on the list to capture the first paramedic on the list as a priority 1</li> </ul>		
<p style="text-align: center;">32 Health Benefits</p>	<ul style="list-style-type: none"> <li>• Limited plan coverage area is now based on extended zip codes and the City cannot reduce the area</li> </ul>		
<p style="text-align: center;">33 Additional Insurance</p>			<ul style="list-style-type: none"> <li>• No Change to the Medical Trust</li> </ul>
<p style="text-align: center;">34 Designated Work Positions</p>			<ul style="list-style-type: none"> <li>• Restructuring this article, but no substantive change</li> </ul>

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<p style="text-align: center;">35 Phase Down</p>	<ul style="list-style-type: none"> <li>• A firefighter may elect to enroll in Phase Down throughout the fiscal year</li> <li>• May request change from phase down to lump sum if develop a bona fide medical condition for the firefighter or a family member as defined by FMLA</li> </ul>		
<p style="text-align: center;">36 Savings Clause (No TA still subject to change)</p>			<ul style="list-style-type: none"> <li>• Must reconcile with Art. 6 and what is preempted</li> </ul>
<p style="text-align: center;">37 Interim Amendments</p>			<ul style="list-style-type: none"> <li>• No change</li> </ul>
<p style="text-align: center;">38 Savings Clause</p>			<ul style="list-style-type: none"> <li>• No change</li> </ul>
<p style="text-align: center;">39 (new) Investigation, Discipline &amp; Discharge</p>	<ul style="list-style-type: none"> <li>• Added rights for a union representative to be present in interrogations that lead to discipline (Round Rock Rights)</li> </ul>		<ul style="list-style-type: none"> <li>• Maintain 180 rule from time of discovery</li> </ul>