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D-1-GN-16-004307
Daniel Smith

CAUSE NO. D-1-GN-16-004307

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| MARK PULLIAM; JAY WILEY,<br><br>*Plaintiffs,*<br><br>And<br><br>TEXAS,<br><br>*Intervenor-Plaintiff,*<br><br>v.<br><br>CITY OF AUSTIN, TEXAS; MARC A. OTT, in his official capacity as City Manager of the City of Austin,<br><br>*Defendants,*<br><br>And<br><br>AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975,<br><br>*Intervenor-Defendants.* | IN THE DISTRICT COURT OF<br><br>TRAVIS COUNTY, TEXAS<br><br>419TH JUDICIAL DISTRICT |

**PLAINTIFFS TAXPAYERS' AND INTERVENOR TEXAS'S JOINT MOTION FOR SUMMARY JUDGMENT**

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## Introduction

The Texas Constitution's Gift Clause prevent the use of public funds to subsidize private enterprises and activities that are not controlled by the state. The framers of the Gift Clauses understood that, absent such control, public funds could be allocated to private, special interests. Unfortunately, the activities the Gift Clause prevent describe precisely what the City of Austin decided to gift to the local firefighters union in this case.

At issue in this case is "Association Business Leave" ("ABL" or "release time"), a practice that diverts full-time firefighters away from one of the most crucial services the City of Austin ("City") provides and places them instead under the direction and control of the Austin Firefighters Association ("AFA"), a private labor organization, for its sole use and benefit—all at taxpayers' expense. The evidence shows that no meaningful limits, controls, or accountability are placed on the AFA's use of the public resources it receives. In fact, that is the entire purpose of release time: to place employees outside the regular channels of City control, even though their salaries come from tax revenues. In exchange for this grant of taxpayer funds, the AFA is not obligated to perform *any* duties for the City, and in fact, does not perform specific activities for the City, meaning that there is not constitutionally required consideration under the Gift Clauses. Moreover, the predominant purpose of ABL is to advance the private interests of the AFA, not the public interests of City taxpayers. It is, in short, a private entity paid for by public funds.

This arrangement violates the Texas Constitution's "Gift Clause," which are a series of provisions that forbid the use of public funds for private enterprises and activities and prohibit the allocation of public funds to private, special interests. Tex. Const., art. III, §§ 50, 51, 52(a); art. XVI, § 6(a). The Gift Clause requires that *public* control must be maintained over all public

expenditures to ensure that those expenditures achieve predominately public purposes for which the public receives adequate consideration.

None of these safeguards are satisfied in the City's release time arrangement with AFA. Taxpayers brought this action to vindicate the Gift Clause's constitutional protection and to prevent the City from engaging in the unlawful expenditure of taxpayer dollars that they are obligated to replenish. The State of Texas intervened to uphold and vindicate the protections enjoyed by all Texans under the Texas Constitution. The release time provisions under review violate the Texas Constitution and should be enjoined.

## Facts

Plaintiffs Mark Pulliam and Jay Wiley ("Taxpayers") are citizens of the United States and residents of Austin. Property Records attached as Exhibit 1. Taxpayers pay property taxes and sales taxes in Austin. Tax Records attached as Exhibit 2. The release time benefits bestowed on the AFA are financed by the City, which receives property and sales tax revenue. Flores Dep. attached as Exhibit 3 at 42:12–43:18. Thus, Taxpayers finance the practice of "release time" to the AFA.

Defendant AFA is a labor organization that represents Austin firefighters and is the exclusive bargaining agent for Austin firefighters during collective bargaining negotiations with the City. 2017 Collective Bargaining Agreement ("CBA") attached as Exhibit 4 at COA0562, 565. The AFA is a private organization that exists to advocate for the interests of their members, and AFA officers have fiduciary duties to AFA members. Nicks Dep. attached as Exhibit 6 at 109:4–8.

Intervenor-Plaintiff the State of Texas, through its Attorney General Ken Paxton, has a duty to uphold the Texas Constitution and faithfully enforce the laws of the State. Texas

intervened in this matter to protect the constitutional rights of Austin taxpayers and Texans generally.

On October 1, 2017, the City and the AFA entered into a collective bargaining agreement ("CBA"). Ex. 4. That agreement remains in effect until September 30, 2022. *Id.* at COA0562. The release time provisions challenged in this case appear in Article 10 of the CBA, in an article entitled "Association Business Leave." *Id.* at COA0576–77.

As part of the CBA, the AFA President "may use ABL for any lawful Association business activities consistent with the *Association's* purposes." *Id.* at COA0576 (emphasis added). The AFA's President is Bob Nicks, who is employed as a full-time City of Austin firefighter on permanent ABL. Ex. 6 at 10:25–11:1. Nicks has held that position for nine years, since January 2010. *Id.* The CBA requires that the AFA President "be permitted up to 2080 hours of Association Business Leave…per year." Ex. 4 at COA0577. Pursuant to the CBA, Nicks is currently on "full-time release," meaning that he devotes *all* of his working time to AFA activities and business. Ex. 6 at 29:18–23.

While on full-time release, Nicks and other AFA members using ABL receive their ordinary City salaries, benefits, and pensions, just like firefighters who are performing ordinary public-safety duties. Paulsen Dep. attached as Exhibit 7 at 29:23–25, 30:19–23. Each year, the City spends between $200,000 and $250,000 on ABL. *Id.* From October 1, 2017 to August 18, 2018, for example, the City spent $202,946.23 on ABL, of which $95,138.37 was spent in base pay alone on Nicks's salary. Cost of ABL – Fire Dept. attached as Exhibit 8. This money is paid exclusively from taxpayer funds. Ex. 7 at 12:15–20. No portion of it comes from the AFA. *Id.* Over the term of the CBA, release time costs taxpayers between $1,000,000 and $1,250,000. *Id.* at 30:19–23; Ex. 4 at COA0644.

The City exercises virtually no oversight over, supervision of, or accountability regarding the activities of Nicks, who is at liberty to set his own schedule and direct his own activities. He does not need permission from anyone in the Fire Department to work on ABL or on AFA business — he's on release time full-time. Woolverton Dep. attached as Exhibit 9 at 20:19–22. No one in the City directs his activities on a daily basis or provides him formal duty assignments. *Id.* at 21:1–3. The CBA places no prohibitions on his activities while on ABL, and neither does the City.[1] *Id.* at 20:6–12, 21:12–19; Ex. 6 at 33:9–12, 34:20–24.

Nicks is not required to report to the Fire Department Headquarters, or any other City office, on a daily or regular basis. Ex. 9 at 20:23–25; Ex. 6 at 40:3–7. Instead, he "usually" goes to AFA offices. Ex. 6 at 40:13–15. Although every other City employee has some evaluation of their work performance, no evaluation is conducted for Nicks. Ex. 3 at 9:8–25; Ex. 6 at 44:1–8.

The Fire Department ensures each member of the department is performing his or her job "through direct reports from…their immediate supervisors." Ex. 9 at 12:20–21. And every firefighter in the department has a direct supervisor, including senior personnel. *Id.* at 12:25–13:2. For example, even Fire Chiefs have a highly regimented and hierarchical reporting structure, where Battalion Chiefs report to Division Chiefs who report to an Assistant Chief who reports to the Chief of Staff who reports to the Fire Chief. Ex. 6 at 8:8–12, 110:7–13. Yet, Nicks, a Battalion Chief, nominally reports directly to the Fire Chief, skipping at least three levels of traditional reporting requirements. *Id.* at 7:17–8:12, 110:16–22. And even under this arrangement, the Fire Chief does not direct Nicks's activities; Nicks has very little interaction with the Chief. Ex. 9 at

[1] There is an informal and unwritten understanding that Nicks may not directly contribute checks to political candidates while on ABL, although he can and does do this "off-duty," and he cannot lobby in support or opposition to pending legislation while on ABL in uniform, although he may do so while on ABL if he is not wearing his uniform. Ex. 9 at 20:6–12, 21:12–19; Ex. 5 at 33:9–12, 34:20–24.

100:15–20. This reporting structure is unlike any other within the Austin Fire Department and ensures that Nicks is "clearly outside the…regular chain of command." *Id.* at 101:6–7.

Neither the City, nor the Fire Department, has any say whatsoever in who becomes the AFA President. *Id.* at 18:8–10. Nicks cannot be removed from his position by the City. Ex. 6 at 47:17–19. This is true even if the City were dissatisfied with Nicks's job performance. *Id.* at 48:10–14. In fact, on at least one occasion, Nicks *himself* was subject to a disciplinary action brought by the City for alleged violation of the City's social media policy by posting slanderous posts about a Fire Department official. Ex. 9 at 85:7–25. During the investigation and adjudication of Nicks's *own* alleged misconduct, Nicks used ABL to defend himself throughout the City's disciplinary action. *Id.* at 87:1–14.

Astonishingly, although Nicks reports in an electronic timekeeping system that he works 40 hours a week, the City has no formal or informal accounting mechanism for tracking *how* he spends that time. *Id.* at 21:20–22, 48:21–49:7. The City also does not audit or otherwise review use of ABL by Nicks or anyone else. City's Resp. to State's First Req. for Admis. Attached as Exhibit 10, Resp. No. 13.

Nicks also engages extensively in political activities while on taxpayer-funded release time. Among other things, he and other Austin firefighters determine which candidates to support or oppose during Political Action Committee meetings that are attended using ABL. Ex. 6 at 127:12–128:6. Nicks pays a contracting company to place political candidate yard signs while on ABL. *Id.* at 126:24–127:5. And Nicks produces written materials that provide AFA endorsement for or against political candidates "during the workweek." *Id.* at 124:18–126:1. Nicks estimates that approximately 25–30 percent of his time—all of which is ABL—is spent on political activities and lobbying. *Id.* at 122:21–123:6.

Other AFA members are also permitted to use ABL through a process that the AFA effectively controls and supervises. The CBA requires the City to fund a pool of 5,600 hours of ABL each year to "other Authorized Association Representatives," and the AFA may carry over 1,000 hours into each subsequent year. Ex. 4 at COA0576–77. Any member of the AFA may request to use ABL, and such requests are granted or denied at the discretion of Nicks and the AFA Executive Board. Ex. 6 at 50:4–17. No one in the City, however, has any say regarding *who* may use ABL as an "other Authorized Association Representatives." *Id.* at 51:24–52:2. Requests for "other Authorized Association Representatives" to use ABL are reviewed and approved in the first instance by Nicks. AFA Policy & Procedure No. E111.2 attached as Exhibit 11 § IV.. The requests are then forwarded to the City for review. *Id.*. Nearly every request for ABL that has been approved by Nicks is also approved by the City. Specifically, under the current and previous CBA, the City reported 956 requests to use ABL by other Authorized Association Representatives. ABL Data Dump attached as Exhibit 12. Of these, all but 12—or approximately 99 percent—that were initially approved by the AFA where subsequently approved by the City. *Id.*; Ex. 9 at 61:16–22.

Judging from those uses of ABL by "other Authorized Association Representatives" about which evidence is available, it appears that ABL is used for activities that advance the private interests of the AFA and its membership, including recruiting new AFA members, contract negotiations between the AFA and the City, filing grievances for AFA members against the City, and representing AFA members in disciplinary proceedings brought by the City. City's Resp. to Pls.' Second Req. for Admis. attached as Exhibit 13, RFA 12–16. Not only do these activities advance the AFA's interests, they are in many cases *adverse* to the City. For example, AFA representation of AFA members during contract grievances filed against the City result in instances in which the AFA's interests and those of the City are "diametrically opposed." Ex. 9 at 37:3–10.

Yet, how the vast majority of the time spent on ABL by "other Authorized Association representatives" is actually used is simply unknown to the City. Under the current CBA, from the fourth quarter in 2017 through the second quarter in 2018, the other Authorized Association Representatives used 2,410.5 hours of ABL. Ex. 14 at COA0022–24. Of that 11.5 hours was used for addressing cadet classes (recruiting), three hours were used for collective bargaining, two hours were used for dispute resolution, no time was used for grievance committee, 781.75 hours were used for union conference meetings, and 1,612.25 for unspecified "other association business." *Id.* In other words, of the time reported to the City for ABL used by "other Association Representatives," only 33 percent was specifically identified by use, and almost all of that was to attend private union meetings and conferences. *Id.* The rest—the vast majority of the time; 67 percent of all other release time hours—were for "other association business," and the City is simply unaware of how it was specifically used. *Id.*

In short, the AFA, almost exclusively, gets to determine *what* "other association business" is and *how* this time is spent.

And some uses of ABL appear to advance no public interest whatsoever. For example, uses for "other association business" include attending meetings of AFA's Political Action Committee, participating in nonprofit activities such as the "Firefighter Combat Challenge," "Battle of the Badges Boxing Charity Event," and the "Austin Firefighters Relief and Outreach Fishing Fundraiser." Ex. 12.

Use of ABL by "other Authorized Association Representatives" is "monitored by [Nicks] and members of [the AFA's Executive] Board." Ex. 6 at 52:13–14. During the time AFA members use ABL, Nicks and other AFA officers, rather than City management or other City personnel, "direct those activities." *Id.* at 68:1–9.

What's more, there are *no contractual obligations placed on the use of ABL*, either on Nicks or on any other Authorized Association Representative. Under the plain terms of the CBA, and according to the deposition testimony of every single City witness and Nicks, the CBA does not obligate the AFA to perform *any* specific function *for* the City. Nor does any other policy or procedure. Ex. 9 at 88:23–89:3, 91:3–6, 92:1–15; Ex. 7 at 20:14–17; Ex. 3 at 24:13–26:25, 30:21–31:6; Ex. 6 at 129:1–4. What's more, no studies have ever been conducted to determine what value, if any, that the City receives in return for the money it spends on ABL. Ex. 7 at 19:10–13.

The quantity and permitted uses of ABL has increased and expanded dramatically over the years. The AFA has been in existence for nearly 70 years. Ex. 6 at 13:13–16:25. It has been the exclusive bargaining representative for Austin firefighters since at least 1997. *Id.* at 14:3–16. In 1997, AFA members could *only* use ABL for direct collective bargaining activities with the City. 1997 CBA attached as Exhibit 15 at COA0043–45. In fact, it wasn't until 2005 that use of ABL to support "the mission of…the Association" first appeared in the CBA. 2005 CBA attached as Exhibit 16 at COA0236. Not until 2009 could ABL be used by the Association President "for any lawful activities." 2009 CBA attached as Exhibit 17 at COA0312–14. In other words, for most of the time that the AFA and the City have been in a collective bargaining relationship, the activities of release time employees were significantly limited by the CBA or other applicable rules. At its inception, and through most of its history, ABL was limited almost exclusively to time spent in direct collective bargaining. That has changed so dramatically that only a tiny portion of overall ABL is used for that purpose today.

Because the City does not track release time or require the AFA to provide any accounting whatsoever of release time activities, the inescapable bottom line is this: The City does not know *how* release time is used and has no *control* over how it is used. City employees—including Chief

Nicks on full-time release and other AFA members who use ABL as Authorized Association Representatives—are not made accountable to the City in any meaningful way. They are paid by the City and its taxpayers, but do not work *for* the City. They work *for* the AFA. As a result, their salaries, which amount to over $1 million over the term of the CBA, are an unconstitutional gift to the AFA.

## Standard of Review

To prevail on a motion for summary judgment, the movant must show (1) there is no genuine issue of material facts and (2) the movant is entitled to judgment as a matter of law. Tex. R. Civ. P. 166a(c); *Provident Life & Acc. Ins. Co. v. Knott*, 128 S.W.3d 211, 215–16 (Tex. 2003).

## Argument

The Texas Constitution's Gift Clause prohibits any city or other subdivision of this state from "lend[ing] its credit or…grant[ing] public money or thing of value in aid of, or to any individual, association or corporation whatsoever." Tex. Const. art. III, § 52(a); *see also id.* art. III, §§ 50, 51; art. XVI, § 6(a). The purpose of the Gift Clause is "'to prevent the application of public funds to private purposes.'" *Edgewood Indep. Sch. Dist. v. Meno*, 917 S.W.2d 717, 739–40 (Tex. 1995), *as modified* (Feb. 16, 1995) (citation omitted). In other words, it "prohibits the expenditure of public funds for private gain." *Graves v. Morales*, 923 S.W.2d 754, 757 (Tex. App.—Austin 1996, writ denied).

A government expenditure violates the Gift Clause if a government payment is granted "gratuitously" to a private entity, meaning that the government does not receive sufficient consideration in exchange for the payment, *or* (1) the payment does not serve a legitimate public purpose, and (2) afford a clear public benefit in return. *See Texas Mun. League Intergovernmental*

*Risk Pool v. Texas Workers' Comp. Comm'n*, 74 S.W.3d 377, 383–84 (Tex. 2002). A three-part test, in turn, determines if an expenditure accomplishes a public purpose. Specifically, the government must: "(1) ensure that [the expenditure's] *predominant* purpose is to accomplish a public purpose, not to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and (3) ensure that the political subdivision receives a return benefit." *Id.* at 384 (emphasis added).

These are *conjunctive* requirements. A government expenditure will violate the Gift Clause if it fails *any* of these tests. In other words, a Gift Clause violation occurs if *any* of the following are true: (1) the release time provisions do not serve a public purpose because *they either predominantly benefit a private party or do not afford a clear public benefit in return; or* (2) the release time provisions do not serve a public purpose because *the City does not maintain adequate control* over release time employees; *or* (3) the release time provisions are gratuitous because *the City does not receive sufficient consideration* in return for the money spent.

A failure of any one of these requirements is enough to establish a Gift Clause violation. As the evidence shows, the ABL provisions at issue fail all three.

## I. The release time provisions at issue violate the Gift Clause because the City exercises virtually no control over the use of ABL and thus cannot ensure that a public purpose will be accomplished.

Of the *conjunctive* requirements necessary for the City's expenditures on release time to avoid a Gift Clause violation, the failure to establish adequate—indeed *any* control—is the most obvious. *Texas Municipal League Intergovernmental Risk Pool* stands for the proposition that when a public entity spends public resources the entity must maintain "public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment." 74 S.W.3d at 384. Or, as the court of appeals put it in *Key v. Commissioners Court of Marion*

*Cnty.*, 727 S.W.2d 667, 669 (Tex. App.—Texarkana 1987, no writ),"the unifying theme of the cited [Gift Clause] cases shows that some form of continuing public control is necessary to insure that the State agency receives its consideration."

In short, when a public contract is involved, sufficient controls must be placed in the agreement to ensure that the agency both receives its promised consideration, and fulfills whatever public purposes are promised within the agreement. This is why the Texas Attorney General found a release time arrangement in a public-school district contract violated the Gift Clause, which "prohibit[s] the grant of public funds or benefits to any association unless the transfer serves a public purpose and adequate contractual or other controls ensure its realization." Tex. Att'y Gen. Op. MW-89, 1979 WL 31300 at *1 (1979).

In this case, the City does not control release time in any meaningful way, either in the language of the CBA or in practice. The AFA—a private organization—can use ABL when and how it pleases.

This is most obviously true with respect to AFA President Nicks. *All* of Mr. Nicks's time spent working for the City is on ABL — he is released full-time from his regular firefighting duties. Ex. 6 at 29:18–23. Although his salary is paid for with public dollars, he does not need permission from anyone in the City regarding his use of ABL. Ex. 9 at 20:19–22. No one at the City directs his activities. *Id.* at 21:1–3. Nor does the City place any prohibitions on his activities. *Id.* at 20:6–12, 21:12–16; Ex. 6 at 33:9–12, 34:20–22. He is not required to report to the Fire Department Headquarters, or any other City office, on a regular basis. Ex. 9 at 20:23–25; Ex. 6 at 40:3–7. Instead, he reports to AFA offices. Ex. 6 at 40:13–15. While there, or anywhere else, he is not required to punch a time clock or to record either his arrival or departure time, or otherwise account for his working hours. *Id*. at 42:9–24. Indeed, he provides *no accounting of any kind* to the City

about his daily activities or how he spends release time. *Id.*; Ex. 9 at 21:20–22, 48:21–49:2; Ex. 10, RFA 12 ("[The] City admits the CBA does not require the AFA to provide an accounting for the members on [*sic.*] use of ABL.").

Indeed, the plain language of the CBA not only allows, but *mandates*, that Nicks devote *all* of his time to "Association business activities." Ex. 4 at COA0576. That alone is enough to establish a lack of control (as well as lack of public purpose), as a public agreement must be structured such that "'the political subdivision must retain some degree of control over the performance of the contract.'" *Key*, 727 S.W.2d at 669 (citation omitted) (holding that the transfer of control over a holiday light tour from a public historical commission to a historical nonprofit violated the Gift Clause because there was "no retention of formal control" in a contractual agreement). Here, the CBA does not require such control, nor does the overwhelming weight of the evidence show such control.

Every other firefighter has a direct supervisor to whom he or she reports, but no one in the City directly supervises Nicks's work. Ex. 9 at 12:25–13:2; 100:15–20. This reporting structure is unlike any other within the Austin Fire Department and ensures that Nicks is "clearly outside the…regular chain of command," in the words of Assistant Fire Chief Woolverton *Id.* at 101:6–7. Although other City employees must undergo some form of evaluation of their work performance, no evaluation is conducted for Nicks. Ex. 3 at 9:12–25; Ex. 6 at 44:1–16.

In addition, the City also has no say in who becomes the AFA President, or any other Authorized Association Representative, and the City cannot remove Nicks from his job. Ex. 9 at 18:8–10; Ex. 6 at 47:17–19. That is as it should be, since the AFA is a private entity. The problem is that its staff is on the government payroll.

That makes this unlike any other employer-employee relationship in the State of Texas, or anywhere else for that matter. Under Texas law, in order to determine if an individual is an employee, courts will "focus on whether the alleged employer had the right to hire and fire the employee, the right to supervise the employee, and the right to set the employee's work schedule." *Johnson v. Scott Fetzer Co*. 124 S.W.3d 257, 263 (Tex. App.—Fort Worth 2003, pet. denied). Here, none of those factors apply to Nicks. The City cannot "hire" him as the AFA President, or remove him as the AFA President; it does not supervise him or his activities, or set his work schedule. Yet, he is putatively a "full-time" City employee.

Indeed, the Texas Supreme Court has set out an exacting test to determine whether a worker is an employee: "The test to determine whether a worker is an employee or an independent contractor is whether the employer has the right to control the progress, details, and methods of operations of the employee's work…The employer must control not merely the end sought to be accomplished, but also the means and details of its accomplishment as well." *Thompson v. Travelers Indem. Co. of Rhode Island*, 789 S.W.2d 277, 278–79 (Tex. 1990). Under this definition, or any other, Nicks is not a City "employee"—yet the City claims he is and pays him as if he were one. The reality is that he is an employee of the AFA, and his time is spent advancing its private mission, not that of the taxpaying public. Yet his paycheck comes from the taxpayer.

The same lack of public control over public funds exists with respect to other Authorized Association Representatives who use ABL. Nicks and the AFA Executive Board get to decide who becomes an Authorized Association Representative with no input from the City. Ex. 6 at 50:4–6, 51:24–52:2. Requests to use ABL are approved in the first instance by Nicks, and thereafter, the City approves 99 percent of all requests that were initially approved by the AFA. Ex. 12; Ex. 9 at 61:16–22. The *vast* majority of ABL used by other Authorized Association

Representatives—67 percent—is spent on "other association business," where the AFA gets to determine *how* this time is spent. Ex. 14 at COA0022–24; Ex. 9 at 61:16–22. Additionally, use of ABL by "other Authorized Association Representatives" is "monitored by [Nicks] and members of [the AFA's Executive] Board." Ex. 6 at 52:13–14. During the time AFA members use ABL, Nicks and other AFA officers, rather than City management or other City personnel, "direct [their] activities." *Id.* at 68:1–9.

In short, the evidence establishes that there are simply *no indicia of public control* over ABL under the CBA or in practice. Of course, the City can and should enter into appropriate contracts to accomplish the extraordinarily important objective of providing fire and public safety resources to the citizens of Austin. But those contracts must contain sufficient conditions and controls to ensure that objective is met. *See Texas Mun. League*, 74 S.W.3d at 384.

The Texas Attorney General previously examined whether another release time policy, far more restrictive than the one under review here, violated the Gift Clause, concluding that it did. In that case, the Fort Worth Independent School District permitted nine days of release time for every 100 union members to "be used at the discretion of the professional organization for pursuing the business of the organization by its officers or members." Tex. Att'y Gen. Op. MW-89 at *1. The Attorney General found that the teachers' union used 301 days of release time at a cost of nearly $23,000 in teacher salaries in one year, which the Attorney General determined resulted in "the transfer of a valuable benefit to the professional association." *Id.* Examining this policy under the Gift Clause, the Attorney General concluded that "the school district has neither articulated a public purpose to be served by the released time program nor placed adequate controls on the use of released time to ensure that a public purpose will be served." *Id.* at *2.

As the evidence plainly establishes, the release time provisions at issue here likewise allow for release time to "be used at the discretion of the [AFA] for pursuing the business of the [AFA] by its officers or members." *Id*. at *1.

There is no question who controls release time in this case. The AFA can and does use it when and how it sees fit. The AFA President and other Authorized Association Representatives direct their own activities, with no input from, or prohibitions placed on, those activities by the City—and no accounting of those activities *to* the City. Release time employees cannot be hired or fired by the City, are not evaluated by the City, and are not supervised by the City. Consequently, release time as it exists in the CBA and as used by the AFA simply eliminates control. It is a direct subsidy of public tax dollars to the AFA —which violates the Gift Clause.

## II. Release time does not serve a public purpose and violates the Gift Clause because the *primary* benefit runs to the AFA, not the City.

Not only has the City failed to put in place the necessary controls to ensure that a public purpose is actually advanced by release time, but the evidence also establishes that release time fails to serve a public purpose *at all*, because the primary benefit of release time runs to the AFA, not to the City or its taxpayers. A public expenditure will achieve a public purpose only if the expenditure's "predominant purpose is to accomplish a public purpose, not to benefit private parties." *Tex. Mun. League*, 74 S.W.3d at 384.

It is axiomatic that public funds should be spent for public purposes, not to promote the private interests of any individual or organization. That is the entire purpose of the Gift Clause. *Brazoria Cnty. v. Perry*, 537 S.W.2d 89, 90 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ) ("The clear purpose of this constitutional provision is to prevent the gratuitous application of funds to private use.") Thus, an expenditure that *primarily*, rather than *incidentally*, benefits a private entity, is unconstitutional.

The release time provisions at issue in this case benefit the AFA, not the City as a whole. The plain language of the CBA makes this obvious: "The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes." Ex. 4 at COA0576. The CBA does not say that Nicks devote *some* of his time to AFA business and *some* time to the City and its business. The CBA, in fact, *mandates* that the AFA President devote all of his time to "Association business activities." *Id.*

Both parties agree that this means ABL is used for AFA, not City, activities. When asked what "association business leave" means, Nicks responded plainly, "Association Business Leave is leave that can be used to do *Association* business." Ex. 6 at 26:6–7 (emphasis added). When asked to state the meaning of "association business leave" in the CBA, the City responded similarly, "Activities by the AFA in connection with Article 10 are those that support their role as an employee organization." City's Resp. to Pls.' Second Set of Interrog. Attached as Exhibit 18, Resp. No. 18. Thus, both the AFA and the City recognize that the purpose of ABL is not to serve the City, but to advance the interests of the AFA and its membership.

The AFA is a private labor organization, whose mission is to advance the private interests of its members. *Id.* Because Nicks and other Authorized Association Representatives are required under the CBA to devote their time to Association business, and because the City recognizes that Association business means activities that support the AFA, the provisions under consideration are advancing private, rather than public purposes.

This observation becomes particularly acute when so many ABL activities place the AFA in an *adverse* or *adversarial* relationship to its public employer, the City. For example, ABL is used to finance AFA contract negotiations *against* the City. Ex. 14 at COA0022. During these negotiations, the AFA has its own negotiator, pursuing the AFA's interests and the best possible

deal that AFA can negotiate for itself and its members. That negotiator is literally on the opposite side of the bargaining table from the City's own negotiator. Ex. 3 at 26:4–11. Yet these AFA negotiations are funded with City taxpayer money under the CBA.

The same is true of grievances and disciplinary proceedings. During the grievance process, the AFA represents its members in grievances brought *against* the City and City supervisors. Ex. 9 at 34:5–13, 36:4–15. Assistant Fire Chief Woolverton indicated that AFA representation of AFA members during contract grievances filed against the City result in instances in which the AFA's interests and those of the City are "diametrically opposed." *Id.* at 37:8.

Similarly, during the disciplinary process and at disciplinary hearings, the AFA represents its members *against* disciplinary charges *brought by* the City where the City is acting on behalf of the City's interests and the AFA is acting on behalf of its members against whom discipline was brought. Ex. 13, RFA 14. In fact, on at least one occasion, Nicks *himself* was subject to a disciplinary action brought by the City for alleged violation of the City's social media policy. Ex. 9 at 85:7–25. During the investigation and adjudication of Nick's own alleged misconduct, Nicks used ABL. *Id.*

Perhaps the most striking example of how use of ABL does not, and in fact legally cannot, serve a public purpose is when ABL is used for political activities—and it is used for political activities extensively. The AFA is a political organization. Among other things, it advocates for the election and defeat of political candidates and provides financial support to candidates. Ex. 6 at 127:12–128:6. Nicks and other Austin firefighters determine which candidates to support or oppose during Political Action Committee meetings that are attended using ABL. *Id.* Nicks also arranges for the placement of political candidate yard signs while on ABL. *Id.* at 126:24–127:5. And he produces written materials that provide AFA endorsement for or against political

candidates "during [the] workweek." *Id.* at 125:18–126:1. Nicks estimates that approximately 25–30 percent of his time is spent on political activities and lobbying. *Id.* at 122:21–123:6. And several other Authorized Association Representatives use ABL for political meetings. *See* Ex. 12 at COA867e; f; i; n-t.

Nicks specifically is engaging in political activities while on the taxpayer dime, thanks to ABL, even though City policy *expressly* prohibits the use of City resources for political activities. For example, the City of Austin Personnel Policies states, "All employees of the City shall refrain from using their influence publicly *in any way* regarding any candidate for elective City office." The policy goes on to prohibit supervisors from "participat[ing] or contribut[ing] money, labor, time, or other valuable thing to any person campaigning for a position on the City Council of the City of Austin." Ex. 19 at PLA 155, § H(2), (3). In fact, under the City Charter, it is a *criminal offense* for a City employee to use his or her office to influence elections for local political candidates. *See* City of Austin Charter, Art. 12, § 2 ("Any officer or employee of the city who by solicitation or otherwise shall exert his/her influence directly or indirectly to influence any other officer or employee of the city to favor any particular person or candidate for office in the city shall be guilty of a misdemeanor.").

Yet, Nicks and other Authorized Association Representatives meet and dedicate their time, while using city resources, to determine which candidates for elective office the AFA is going to support or oppose. Nicks also arranges for the placement of yard signs and prepares written endorsement materials for political candidates while using ABL. Ex. 6 at 126:24–127:5, 125:18–126:1. Of course, if City policy prohibits use of official position, resources, and time for certain political activities, it is difficult to see how use of ABL for those activities could possibly advance a public purpose. In fact, that would be the definition of *failing* to advance a public purpose.

Although it is plain that the vast majority of ABL activities that *we know of* advance the interests of the AFA rather than the City, the evidence establishes that the vast majority of the time spent on ABL is outright unknown to the City. Under the current CBA, from the fourth quarter in 2017 through the second quarter in 2018, the AFA used 2,410.5 hours of ABL for other Authorized Association Representatives. Ex. 14 at COA0022–COA0024. Of that, 11.5 hours was used for addressing cadet classes (recruiting), three hours were used for collective bargaining, two hours were used for dispute resolution, no time was used for grievance committee, 781.75 hours were used for union conference meetings, and 1,612.25 for "other association business." In other words, of the time reported to the City for ABL used by "other Association Representatives," only 33 percent was specifically identified by use. *Id.* All of that either directly advanced the AFA's interests or was *adverse* to the City's interest. But the remaining 67 percent of all other release time hours—a total 1,612.25 hours—were used for unspecified "other association business." *Id.* And the AFA gets to determine what "other association business" means and how this time is spent.

Many of these uses appear to advance no public interest whatsoever. For example, some use of ABL for "other association business" included participating in nonprofit activities such as the "Firefighter Combat Challenge," "Battle of the Badges Boxing Charity Event," and the "Austin Firefighters Relief and Outreach Fishing Fundraiser." Ex. 12. And none of these activities classified as "other association business" include Nicks's time spent working for AFA exclusively.

To repeat: it is *right* for AFA to advocate for its members' private interests—it has a legal and ethical obligation to do so. But it is unconstitutional for it to do so with a gift of public funds. Recruitment activities, contract negotiations, the initiation of grievances, disciplinary proceedings,

political activities, etc., do not *primarily* benefit the public, and many uses of ABL are adverse to, or prohibited by, the City.

Even if there were some *incidental* public benefits to these activities, the *primary* beneficiary of ABL, which is paid for by the public, is the AFA, a private entity. And the Gift Clause does not permit the *predominant* benefit of public expenditures to run to a private organization. *Tex. Mun. League*, 74 S.W.3d at 384; *see also Young v. City of Houston*, 756 S.W.2d 813, 814 (Tex. App.—Houston [1st Dist.] 1988, writ denied).

## III. The public receives constitutionally insufficient consideration for its release time expenditures because the provisions at issue do not *obligate* the AFA to provide anything to the City, and release time is a gift to the AFA, not "compensation" for all Austin firefighters.

### A. The Gift Clause requires contractual *obligation* for public expenditures, which is absent here.

In order to survive Gift Clause scrutiny, the challenged expenditures not only must serve a public purpose, but also must be supported by sufficient consideration. *Tex. Mun. League*, 74 S.W.3d at 383–84. To be constitutional, a transfer of public funds to a private entity must include some "clear public benefit received in return." *Meno*, 917 S.W.2d at 740. "Lack of consideration occurs when the contract, at its inception, does not impose *obligations* on both parties." *Burges v. Mosley*, 304 S.W.3d 623, 628 (Tex. App.—Tyler 2010, no pet.) (emphasis added). Receiving something without a contractual obligation to provide something in return, as is the case with the release time provisions at issue, is by definition a gift—due to insufficient consideration.

In this case, the AFA has not obligated itself to perform any duties, or give anything in return, for the ABL hours it receives. Indeed, by its plain language, the CBA allows use of release time for "any lawful Association business" and for "Association business activities that directly support the mission of the…Association." Ex. 4 at COA0576. As described *supra*, the evidence

shows that release time, in fact, is being used for AFA, not City, business. Absent contractual *obligation* on the part of the AFA, the City receives no consideration for Gift Clause purposes for its release time expenditures. That means the money the City gives the AFA is a gift.

ABL costs taxpayers approximately $1,250,000 over the course of the CBA. Ex. 7 at 30:19–23; Ex. 4 at COA0644. In exchange, the City receives no *legally sufficient* consideration.

The reason for this is that the AFA is not obligated to do anything in exchange for the public's ABL expenditures and the AFA promises to do nothing for the City while on release time. Moreover, the City, by its own admission, has never engaged in any studies or analysis to ascertain the value of release time. Ex. 7 at 19:10–13. As a result, it is impossible for the City to assess that it has received constitutionally sufficient consideration in exchange for these public expenditures.

The Gift Clause requires that a recipient of public expenditures must "*obligate[] itself contractually* to perform a function beneficial to the public." *Key*, 727 S.W.2d at 669 (emphasis added). The Gift Clause requires contractual obligation to ensure that the public's business will in fact be effectuated by the public expenditure. *Id.* Absent obligation on the part of the private party, there is nothing to ensure that the public's business is being done. Thus, the lack of obligation by the private party demonstrates a lack of lawful consideration under the Gift Clause test. *See also Turken v. Gordon*, 224 P.3d 158, 165 ¶ 31 (Ariz. 2010). (Only what a party "*obligates* itself to do (or to forebear from doing) in return for the promise of the other contracting party" counts as consideration under the Gift Clause) (emphasis added)).

This Gift Clause principle, of course, is directly in line with general principles of contract law. "To be enforceable, a contract must be based on consideration, also known as mutuality of *obligation*." *TLC Hospitality, LLC v. Pillar Income Asset Mgmt., Inc.*, No. 12-16-00211-CV, 2018 WL 1324715, at *4 (Tex. App.—Tyler Mar. 15, 2018, pet. denied) (emphasis added). As the court

of appeals observed, "The contract lacking consideration lacks mutuality of obligation and is unenforceable." *Id.* *See also Fed. Sign v. Tex. S. Univ.*, 951 S.W.2d 401, 409 (Tex. 1997), superseded by statute on other grounds as recognized in, *Nazari v. State*, No. 16–0549, 2018 WL 3077659, at *3 (Tex. June 22, 2018).

The ABL provisions at issue do not obligate the AFA to provide *anything* to the City. The plain language of the CBA makes this obvious. It allows the AFA President to use ABL for "any lawful Association business" and other Authorized Association Representatives to use ABL for "Association business activities that directly support the mission of the…Association," which means that ABL can be used for activities that "*exclusively* support the mission of the AFA." Ex. 4 at COA0576; Ex. 9 at 31:25–32:2 (emphasis added). *See TLC Hospitality,* 2018 WL 1324715 at *4 ("Lack of consideration occurs when the contract, *at its inception,* does not impose obligations on both parties") (emphasis added).

The evidence showing lack of contractual obligation is conclusive. In addition to the plain language of the CBA, every single witness for the City and Mr. Nicks all testified that there is nothing in the CBA, or anywhere else, that obligates or requires Nicks and other Authorized Association Representatives using ABL to perform specific activities for the City. Ex. 9 at 88:23–89:3, 91:3–6, 92:1–15; Ex. 7 at 20:14–17; Ex. 3 at 24:13–26:25, 30:21–31:6; Ex. 6 at 129:1–4. Like the other witnesses, the Assistant Director of the Fire Department responsible for finance and human resources stated it plainly. Asked if "there [is] anything, in Article 10, that requires the AFA President to perform specific activities for the City," she answered, "No." Ex. 7 at 20:14–17. And Nicks agreed. He was asked, "Is there anything that requires you to perform specific activities, for the City, while using ABL?" He answered, "Specific activities? No." Ex. 6 at 129:1–4.

Indeed, the City's stated understanding of the meaning of "association business leave" in the CBA, is as follows: "Activities by the AFA in connection with Article 10 are those that support their role as an employee organization." Ex. 18, Resp. No. 18. In other words, Article 10 of the CBA not only does not obligate the AFA to perform functions for the City; its entire purpose is to allow the AFA President and other Authorized Association representatives to perform services for the private entity. These admissions by the City and the AFA are simply fatal on the question of consideration.

The *Key* case is dispositive on this point. There, a citizen challenged the transfer of a "Christmas Candlelight Tour" from the Marion County Historical Commission, a public entity, to the Historic Jefferson Foundation, a private nonprofit organization, as a subsidy in violation of the Gift Clause. The Commission argued that the transfer did not amount to a gift because the nonprofit organization shared "the same stated goals as the commission." 727 S.W.2d at 669. The court of appeals rejected that argument, holding instead that "contractual obligation" was necessary to establish consideration. Or, as the court wrote, "Had the Historic Jefferson Foundation *obligated* itself contractually to perform a function beneficial to the public, this obligation might be deemed consideration." *Id.* Here, even assuming the City and the AFA share the same goals (which as described above, they do not), that shared interest is not consideration in the absence of obligation.

Likewise, the AFA has promised to do nothing in exchange for release time. Contracts may be voided when based on an illusory promise. As the Texas Supreme Court observed, "A promise is illusory if it does not bind the promisor, such as when the promisor retains the option to discontinue performance." *In re 24R, Inc.*, 324 S.W.3d 564, 567 (Tex. 2010) (citing *Mann Frankfort Stein & Lipp Advisors, Inc. v. Fielding*, 289 S.W.3d 844, 849 (Tex. 2009)). Indeed,

retaining the option to discontinue performance is exactly the state of affairs with respect to Nicks. When asked, "[I]f someone at the City was not satisfied with your job performance, could they ask you to step aside or remove you from your position as the AFA President?" he responded "No." Ex. 6 at 48:10–14. Even assuming the AFA is performing functions for the City while using ABL, that performance is illusory. "When illusory promises are all that support a purported bilateral contract, there is no mutuality of obligation, and therefore, no contract." *In re 24R, Inc.*, 324 S.W.3d at 567.

The Arizona Supreme Court analyzed a release time provision contained within a school district collective bargaining agreement in *Wistuber v. Paradise Valley Unified School District*, 687 P.2d 354, 355 (Ariz. 1984). That agreement set forth a number of specific responsibilities that the teacher/union representative would have to fulfill, and the costs of the salary were shared by the union and the district. Additionally, the collective bargaining agreement at issue in *Wistuber* included binding language ("the CTA *shall*…"). *See id.* at 359 (emphasis added); *see also id.* at 356 n.3 (specific duties). The Court held that "the duties imposed upon [the teacher] by the proposal are substantial, and the relatively modest sums required to be paid by the District not so disproportionate as to invoke the constitutional prohibition." *Id.* at 358.

The situation here is the opposite: the "duties" imposed on the AFA are nonexistent and the costs are substantial. Absent contractual obligation and an express promise to perform some commitment in exchange for release time, there is simply no valid consideration. *See Roark v. Stallworth Oil & Gas, Inc.*, 813 S.W.2d 492, 496 (Tex. 1991) ("Consideration is a present exchange bargained for in return for a promise…[and] consists of either a benefit to the promisor or a detriment to the promisee.")

Even assuming that release time provided non-obligatory, indirect benefits to the City, there is no way of knowing the value of those benefits because the City has not assessed them. The City's chief witness over finances and human resources for the Fire Department could not "think of any financial benefit that comes in as a direct consequence [of ABL]." Ex. 7 at 18:8–16. Not only are there no direct benefits from ABL, but the City has never conducted any studies or reports to ascertain the indirect benefits, if any, of ABL. *Id.* at 19:10–13.

We know that release time costs taxpayers over $1 million throughout the course of the CBA. *Id.* at 30:19–23; Ex. 4 at COA0644. We also know that the City has not provided any assessment, conducted any studies, prepared any reports, or provided any facts or figures that reflect the value of what is received in return. Without such information, neither the City nor this Court can possibly ascertain the proportionality of consideration or quantify the benefits of release time to the City and its taxpayers. In fact, the unfortunate reality is that neither Taxpayers, the State of Texas, nor the City can determine precisely *what* release time employees are doing while on ABL. That's because the AFA does not provide an accounting of *how* it uses ABL to the City; and employees using ABL don't either. *See* Ex. 10 (Request 12: "Admit that after ABL is used, AFA is not required to provide an accounting to the City for how its members used association business leave." Answer: "City admits the CBA does not require the AFA to provide an accounting for the members on use of ABL."); *see also* Ex. 9 at 48:21–49:2 (The Fire Department does not capture *how* Mr. Nicks uses his ABL hours.).

If the AFA can use release time, as it does, whenever, wherever, and however it sees fit, with no direction or oversight from the City that is paying for those ABL hours, and if the City does not require an accounting of ABL time or an assessment of its purported value, if any, then

the ABL provisions at issue simply are not supported by adequate consideration and thus cannot advance a public purpose. *Key*, 727 S.W.2d at 669.

In other words, without these modest requirements—contractual obligation, a promise to perform specific services, and a meaningful assessment of the value—there is simply no legal consideration received for the release time expenditures at issue. And that means the public money the City spends for that ABL time is a gift to the AFA. For that reason alone, the ABL provisions fail as a matter of law.

### B. Release time is not compensation to *all* Fire Department employees; it is a gift to the AFA.

In assessing the adequacy of consideration, the AFA would like this Court to consider "the entire agreement" such that return consideration should be evaluated based on the entire contract, rather than the unlawful subsidy that appears in Article 10 of the CBA. City and AFA Joint Mot. for Summ. J. at 10. In other words, according to the AFA, release time is simply bargained for as part of compensation for *all* firefighters in Austin, whether the firefighters belong to AFA or not. *Id.* at 10 ("[T]he taxpayers receive quite substantial consideration in return for the fire fighters' compensation package.")

There are several problems with viewing the CBA in this manner, not least of which is, such a reading would create significant *other* illegalities for the City of Austin.

As a threshold matter, however, the AFA's reading of the consideration requirement would render the entire Gift Clause meaningless and inert. Under the AFA's reasoning, any gift or subsidy would be permissible so long as it is contained within a much larger contract. Even a multi-million-dollar private jet to escort the AFA president to and from the union hall would not be a gift under the AFA's theory, so long as that jet was part of a larger contract. Fortunately, under the Texas Constitution, a gift hidden within a large contract is still a gift.

The underlying factual premise of this assertion is also untrue. Release time is not compensation to all firefighters. It is not identified as compensation in the CBA, and it is not treated as compensation by either the AFA or the non-AFA member firefighters. Release time hours are not provided to individual firefighters to use or donate as they see fit; they are provided directly to the union without any individual firefighter agreeing to that siphoning of their purported compensation.

What's more, for at least two reasons, it would simply be unlawful to make release time a form of total compensation.

First, if release time were part of total compensation for all Austin firefighters, it would violate Texas labor law. "A contract that permits or requires the retention of part of an employee's compensation to pay dues or assessments on the employee's part to a labor union *is void* unless the employee delivers to the employer the employee's *written consent* to the retention of those sums." Tex. Lab. Code § 101.004 (emphasis added). In this case, the City and the AFA admit that not all firefighters currently in active service in the City of Austin are members of the AFA. Ex. 9 at 16:9–11; Ex. 6 at 19:4–10. Forcing firefighters who are not members of the AFA to subsidize AFA activities as a condition of employment, would therefore violate this essential labor protection, and automatically render the CBA release time provisions void. In other words, the AFA cannot unilaterally determine (nor can they do so in concert with the City) that a portion of firefighter compensation come to them. *See* Ex. 4 at COA0569–70, Art. 7 §§ 1, 5 (affirmative written employee authorization required for the City to deduct fees from employee's paycheck; and the union pays $.10 to the City to reimburse it "the cost of making such deductions"); *see also* Tex. Atty. Gen. Op. H-1139, 1978 WL 24394 (1978) (holding that employer deductions for union

dues from an employee's paycheck which the employer then transfers to the union are valid only if each employee gives and delivers written consent to the employer for such deductions).

Second, the diversion of firefighter compensation to a private organization for use to engage in collective bargaining and other political activities would violate the First Amendment rights of non-members. Specifically, the U.S. Supreme Court's recent decision in *Janus v. Am. Fed'n of State, Cnty., & Mun. Emps., Council 31*, 138 S. Ct. 2448, 2486 (2018), dispositively dispels the City's and the AFA's argument that there is valid consideration for release time because it is part of total compensation to all firefighters. In that case, the Supreme Court held that no payment could be made to a public-sector union to finance collective bargaining activities, unless a government employee affirmatively consents to pay. The Court held that "Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay." *Id.* at 2486. *See also Harris v. Quinn*, 134 S. Ct. 2618 (2014) (requiring non-union members to pay a fee to a union they do not want to join or support violates the First Amendment).

In this case, the AFA contends that release time is part of total compensation to all Austin firefighters, whether they belong to the union or not. If that were true, then the AFA would be forcing nonunion employees to finance the collective bargaining activities of the AFA without showing that those employees consented to such a payment, which is prohibited under *Janus*. As a result, release time cannot be part of total compensation to all firefighters, as the AFA contends because that result is prohibited by the First Amendment. The release time provisions must, instead, be examined independently for legal sufficiency. So examined, release time is not part of compensation to all City employees, but instead, a subsidy to the AFA.

Ultimately, whether release time is part of compensation or not, each and every component of the CBA must be lawful, and, as the parties acknowledge, unlawful provisions may be severed from the remaining contract. Ex. 4 at COA0642. The reality of the CBA is that while it establishes the salaries and benefits of Austin firefighters, it also provides the AFA with a very generous gift in the form of release time. Taxpayers, and all citizens of Austin for that matter, are entitled to have their resources directed exclusively toward public purposes, especially the highly important objective of public safety. To divest a significant portion of those resources to the AFA's private use, as was done here, fails the consideration requirement and violates the Texas Constitution's Gift Clause.

## Conclusion

In authorizing the release time provisions at issue, the City has not put in place any, let alone constitutionally adequate, controls over the use of taxpayer money given to the AFA. It has allowed the use of public resources to primarily benefit a private organization. And it has not received legally sufficient consideration. This arrangement violates the Texas's Gift Clause. Taxpayer's and Texas's Joint Motion for Summary Judgment should be GRANTED and the ABL provisions in Article 10 of the CBA should be permanently enjoined.

Respectfully Submitted,

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## CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing document has been served via email to all counsel of record listed below on this 21st day of December, 2018.

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*Austin Firefighters Assoc., Local 975*

*/s/Robert Henneke*
ROBERT HENNEKE

**Exhibit 1**

ELECTRONICALLY RECORDED 2014037102

TRV 4 PGS

# GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT **JEREMIAH RAYA and RYAN WILLIAMS**, husband and wife, hereinafter called "Grantor" (and referred to in the singular, though more than one), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) cash and other good and valuable consideration in hand paid by Mark S Pulliam, herein called "Grantee" (and referred to in the singular whether one or more), whose mailing address is 7713 **BASIL DRIVE, AUSTIN, TEXAS 78750,** the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of n/a n/a AND NO/100 DOLLARS ($ n/a ), bearing interest and payable to the order of n/a n/a , hereinafter called "Lender", as therein provided and containing customary acceleration of maturity, past due interest and

03-01247-14337-VK

attorney's fees clauses; said Note representing funds advanced to Grantor by Lender at the special instance and request of and as a loan to Grantee as part of the purchase price for the hereinafter described property; and said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to n/a, Trustee; have GRANTED, SOLD and conveyed and by these presents do GRANT, SELL and CONVEY, unto Grantee, all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Travis County, Texas, described as follows, to-wit:

> Lot 19, Block A, of Canyon Ridge, Phase A, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 86, Pages 144B-144C of the Plat Records of Travis County, Texas.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations, maintenance charges, building set back line, and governmental regulations, if any, to the extent, but only to the extent that they are applicable to and enforceable against the above described property as reflected by the records of the Office of the County Clerk of the above mentioned county and state.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto its successors and

assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successor and assigns", respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of Lender who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of the Grantor herein and assigned by proper assignment to Lender without recourse on Grantor in any manner for the payment of said indebtedness.

*(The rest of this page left intentionally blank, signature page to follow)*

EXECUTED on the date of the acknowledgement set forth below, to be effective as of the 14 day of March A.D., 2014.

Jeremiah Raya
JEREMIAH RAYA

RYAN WILLIAMS

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me, on this the 28th day of February, 2014, by **JEREMIAH RAYA.**

NOTARY PUBLIC STATE OF TEXAS
Cindy K Neugebauer
My Commission Expires
09/27/2015

Cindy K. Neugebauer
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me on this the 28th day of February, 2014, by **RYAN WILLIAMS.**

NOTARY PUBLIC STATE OF TEXAS
Cindy K Neugebauer
My Commission Expires
09/27/2015

Cindy K. Neugebauer
NOTARY PUBLIC, STATE OF TEXAS

F:\conv\am escrow\raya.williams.01247-19327.dd.doc
2/19/2014

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 17 2014 02:50 PM
FEE: $ 38.00 2014037102

## GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT **JEREMIAH RAYA and RYAN WILLIAMS**, husband and wife, hereinafter called "Grantor" (and referred to in the singular, though more than one), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) cash and other good and valuable consideration in hand paid by Mark S Pulliam, herein called "Grantee" (and referred to in the singular whether one or more), whose mailing address is **7713 BASIL DRIVE, AUSTIN, TEXAS 78750,** the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of n/a n/a AND NO/100 DOLLARS ($ n/a ), bearing interest and payable to the order of n/a n/a , hereinafter called "Lender", as therein provided and containing customary acceleration of maturity, past due interest and

03-0140-4387-YK

attorney's fees clauses; said Note representing funds advanced to Grantor by Lender at the special instance and request of and as a loan to Grantee as part of the purchase price for the hereinafter described property; and said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to n/a, Trustee; have GRANTED, SOLD and conveyed and by these presents do GRANT, SELL and CONVEY, unto Grantee, all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Travis County, Texas, described as follows, to-wit:

> Lot 19, Block A, of Canyon Ridge, Phase A, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 86, Pages 144B-144C of the Plat Records of Travis County, Texas.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations, maintenance charges, building set back line, and governmental regulations, if any, to the extent, but only to the extent that they are applicable to and enforceable against the above described property as reflected by the records of the Office of the County Clerk of the above mentioned county and state.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto its successors and

assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successor and assigns", respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of Lender who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of the Grantor herein and assigned by proper assignment to Lender without recourse on Grantor in any manner for the payment of said indebtedness.

*(The rest of this page left intentionally blank, signature page to follow)*

EXECUTED on the date of the acknowledgement set forth below, to be effective as of the 14 day of March A.D., 2014.

**JEREMIAH RAYA**

**RYAN WILLIAMS**

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me, on this the 28th day of February, 2014, by **JEREMIAH RAYA**.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
Cindy K Neugebauer
My Commission Expires
09/27/2015

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me on this the 28th day of February, 2014, by **RYAN WILLIAMS**.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
Cindy K Neugebauer
My Commission Expires
09/27/2015

F:\conv\am escrow\raya.williams.01247-19327.dd.doc
2/19/2014

**YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# GENERAL WARRANTY DEED
**(With Third Party Vendor's Lien)**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THAT
PATRICIA MAUNDER SURVIVING SETTLOR'S TRUST, JAMES R. MAUDER, SUCCESSOR TRUSTEE

, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by
SALLY M. WILEY AND SPOUSE, JAY B. WILEY

, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of
Four Hundred Seventeen Thousand And No/100
DOLLARS ($417,000.00 ), payable to the order of
COUNSELORS MORTGAGE CORP.
, hereinafter called "Mortgagee"; said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to CALVIN C. MANN, JR , **Trustee**, reference to said Promissory Note and Deed of Trust being hereby made for all purposes;

Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit:

LOT ONE HUNDRED THIRTY-TWO (132), BLOCK A, RIVER PLANTATION, SECTION TWENTY-TWO (22), A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 101, PAGE 343 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof.

To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following: any liens described herein; ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership; zoning ordinances, utility district assessments, and standby fees, if any; all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any.

The contract between Grantor, as the seller, and Grantee, as the buyer, may contain limitations as to warranties. To the extent said contract provides for such limitations to survive this conveyance, they shall be deemed incorporated herein by reference. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be. The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable.

DATED the 5th day of April, 2013

PATRICIA MAUNDER SURVIVING SETTLOR'S TRUST
BY JAMES R. MAUNDER, SUCCESSOR TRUSTEE

After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

SALLY M. WILEY
4221 CANOAS DR.
AUSTIN, TX 78730

## ACKNOWLEDGMENTS

The State of TEXAS §

County of TRAVIS §

This instrument was acknowledged before me on the 5 day of April 2013, by
PATRICIA MAUNDER SURVIVING SETTLOR'S TRUST
BY JAMES R. MAUNDER, SUCCESSOR TRUSTEE

Notary Public

My commission expires:

8 May 2015




Mark Beane
Notary's Name (printed)

# Exhibit 2

**Bruce Elfant**
Tax Assessor - Collector
P.O. BOX 149328
Austin, TX 78714-9328
(512) 854-9473 SE HABLA ESPAÑOL

**Travis County Tax Office**
5501 Airport Blvd.
Austin, TX 78751-1410
Pay online at www.traviscountytax.org

10/17/2017

# TRAVIS COUNTY TAX BILL

Taxes for the current year (2017) are due upon receipt. Payments by mail are credited according to U.S. Postmark (not meters). Taxes not paid in full by January 31 are charged penalty and interest by state law and may be subject to legal fees. Penalty and interest is added on the 1st day of each month as follows, with an additional 12% interest charged per year thereafter:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| February | 7% | May | 13% | August | 19% | November | 22% |
| March | 9% | June | 15% | September | 20% | December | 23% |
| April | 11% | July | 18% | October | 21% | January | 24% |

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

## Electronic Payment Options

- Pay taxes and print bills at www.traviscountytax.org.
- Payments made via credit card or electronic check are subject to an additional fee.
- Visit www.traviscountytax.org for details.

eCheck VISA MasterCard DISCOVER PayPal CREDIT PayPal

2017 PROPERTY TAX NOTICE. THE ASSESSED VALUE IS: 481,617 correct

EXEMPTIONS: HOMESTEAD EXEMPTION

| 1 TAXES DUE TAXING UNIT | 2 EXEMPTION AMOUNTS | 3 NET TAXABLE VALUE | 4 TAX RATE PER $100 | 5 TAX AMOUNT |
|---|---|---|---|---|
| AUSTIN ISD | 25,000 | 456,617 | 1.192000 | 5,442.87 |
| CITY OF AUSTIN (TRAV) | 38,529 | 443,088 | .444800 | 1,970.86 |
| TRAVIS COUNTY | 96,323 | 385,294 | .369000 | 1,421.73 |
| TRAVIS CENTRAL HEALTH | 96,323 | 385,294 | .107385 | 413.75 |
| ACC (TRAVIS) | 5,000 | 476,617 | .100800 | 480.43 |

6 BILLING NO: 424643

7 PROPERTY

| REAL | PERS |
|---|---|
| X | |

8 PROPERTY DESCRIPTION
7713 BASIL DR
LOT 19 BLK A CANYON RIDGE PHS A SEC 1

ACRES: .2826

Pd #440 12/21/17

ZCAS1 27 1166 109

PULLIAM MARK S
7713 BASIL DR
AUSTIN TX 78750-7940

9 REF ID 2: 01-5013-0801-0000

| 10 DUE DATE | 11 TOTAL DUE |
|---|---|
| 1/31/2018 | 9,729.64 |

**DETACH AND RETURN BOTTOM COUPON WITH YOUR PAYMENT**

PLA 001

**Bruce Elfant**
Tax Assessor - Collector
P.O. BOX 149328
Austin, TX 78714-9328
(512) 854-9473 SE HABLA ESPAÑOL

**Travis County Tax Office**
5501 Airport Blvd.
Austin, TX 78751-1410
Pay online at www.traviscountytax.org

10/14/2016

# TRAVIS COUNTY TAX BILL

Taxes for the current year (2016) are due upon receipt. Payments by mail are credited according to U.S. Postmark (not meters). Taxes not paid in full by January 31 are charged penalty and interest by state law and may be subject to legal fees. Penalty and interest is added on the 1st day of each month as follows, with an additional 12% interest charged per year thereafter:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| February | 7% | May | 13% | August | 19% | November | 22% |
| March | 9% | June | 15% | September | 20% | December | 23% |
| April | 11% | July | 18% | October | 21% | January | 24% |

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

## Electronic Payment Options

- Pay taxes and print bills at www.traviscountytax.org.
- Payments made via credit card or electronic check are subject to an additional fee.
- Visit www.traviscountytax.org for details.

eCheck VISA MasterCard DISCOVER PayPal CREDIT PayPal

2016 PROPERTY TAX NOTICE. THE APPRAISED VALUE IS: 486,878

EXEMPTIONS: HOMESTEAD EXEMPTION

| 1 TAXES DUE TAXING UNIT | 2 EXEMPTION AMOUNTS | 3 NET TAXABLE VALUE | 4 TAX RATE PER $100 | 5 TAX AMOUNT |
|---|---|---|---|---|
| AUSTIN ISD | 25,000 | 461,878 | 1.192000 | 5,505.59 |
| CITY OF AUSTIN (TRAV) | 38,950 | 447,928 | .441800 | 1,978.95 |
| TRAVIS COUNTY | 97,376 | 389,502 | .383800 | 1,494.91 |
| TRAVIS CENTRAL HEALTH | 97,376 | 389,502 | .110541 | 430.56 |
| ACC (TRAVIS) | 5,000 | 481,878 | .102000 | 491.52 |

6 BILLING NO: 424643

7 PROPERTY

| REAL | PERS |
|---|---|
| X | |

8 PROPERTY OESCRIPTION
7713 BASIL DR
LOT 19 BLK A CANYON RIDGE PHS A SEC 1

ACRES: .2826

PULLIAM MARK S
7713 BASIL DR
AUSTIN TX 78750-7940

9 REF ID 2: 01-5013-0801-0000

| 10 DUE DATE | 11 TOTAL DUE |
|---|---|
| 1/31/2017 | 9,901.53 |

Pd # 364
12/12/16

DETACH AND RETURN BOTTOM COUPON WITH YOUR PAYMENT

PLA 002

**Bruce Elfant**
Tax Assessor - Collector
P.O. BOX 149328
Austin, TX 78714-9328
(512) 854-9473 SE HABLA ESPAÑOL

**Travis County Tax Office**
5501 Airport Blvd.
Austin, TX 78751-1410
Pay online at www.traviscountytax.org

11/13/2015

# TRAVIS COUNTY TAX BILL

Taxes for the current year (2015) are due upon receipt. Payments by mail are credited according to U.S. Postmark (not meters). Taxes not paid in full by January 31 are charged penalty and interest by state law and may be subject to legal fees. Penalty and interest is added on the 1st day of each month as follows, with an additional 12% interest charged per year thereafter:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| February | 7% | May | 13% | August | 19% | November | 22% |
| March | 9% | June | 15% | September | 20% | December | 23% |
| April | 11% | July | 18% | October | 21% | January | 24% |

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

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- Visit www.traviscountytax.org for details.

eCheck VISA MasterCard AMERICAN EXPRESS DISCOVER

2015 PROPERTY TAX NOTICE. THE APPRAISED VALUE IS: 443,627 same as notice

EXEMPTIONS: HOMESTEAD EXEMPTION

| 1 TAXES DUE TAXING UNIT | 2 EXEMPTION AMOUNTS | 3 NET TAXABLE VALUE | 4 TAX RATE PER $100 | 5 TAX AMOUNT |
|---|---|---|---|---|
| AUSTIN ISD | 25,000 | 418,627 | 1.202000 | 5,031.90 |
| CITY OF AUSTIN (TRAV) | 26,618 | 417,009 | .458900 | 1,913.65 |
| TRAVIS COUNTY | 88,725 | 354,902 | .416900 | 1,479.59 |
| TRAVIS CENTRAL HEALTH | 88,725 | 354,902 | .117781 | 418.01 |
| ACC (TRAVIS) | 5,000 | 438,627 | .100500 | 440.82 |

6 BILLING NO: 424643

7 PROPERTY: REAL X, PERS

8 PROPERTY DESCRIPTION
7713 BASIL DR
LOT 19 BLK A CANYON RIDGE PHS A SEC 1

ACRES: .2826

PULLIAM MARK S
7713 BASIL DR
AUSTIN TX 78750-7940

Pd #266 10/30/15

9 REF ID 2: 01-5013-0801-0000

| 10 DUE DATE | 11 TOTAL DUE |
|---|---|
| 1/31/2016 | 9,283.97 |

**DETACH AND RETURN BOTTOM COUPON WITH YOUR PAYMENT**

PLA 003

**Bruce Elfant**
Tax Assessor - Collector
P.O. BOX 149328
Austin, TX 78714-9328
(512) 854-9473 SE HABLA ESPAÑOL

**Travis County Tax Office**
5501 Airport Blvd.
Austin, TX 78751-1410
Pay online at www.traviscountytax.org

# TRAVIS COUNTY TAX BILL

10/16/2014

Taxes for the current year (2014) are due upon receipt. Payments by mail are credited according to U.S. Postmark (not meters). Taxes not paid in full by January 31 are charged penalty and interest by state law and may be subject to legal fees. Penalty and interest is added on the 1st day of each month as follows, with an additional 12% interest charged per year thereafter:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| February | 7% | May | 13% | August | 19% | November | 22% |
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## Electronic Payment Options

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- Payments made via credit card or electronic check are subject to an additional fee.
- Visit www.traviscountytax.org for details.

eCheck VISA MasterCard AMERICAN EXPRESS DISCOVER

2014 PROPERTY TAX NOTICE. THE APPRAISED VALUE IS: 339,670

EXEMPTIONS: HOMESTEAD EXEMPTION

| 1 TAXES DUE TAXING UNIT | 2 EXEMPTION AMOUNTS | 3 NET TAXABLE VALUE | 4 TAX RATE PER $100 | 5 TAX AMOUNT |
|---|---|---|---|---|
| AUSTIN ISD | 15,000 | 324,670 | 1.222000 | 3,967.47 |
| CITY OF AUSTIN (TRAV) | | 339,670 | .480900 | 1,633.47 |
| TRAVIS COUNTY | 67,934 | 271,736 | .456300 | 1,239.93 |
| TRAVIS CENTRAL HEALTH | 67,934 | 271,736 | .126400 | 343.47 |
| ACC (TRAVIS) | 5,000 | 334,670 | .094200 | 315.26 |

6 BILLING NO: 424643

7 PROPERTY

| REAL | PERS |
|---|---|
| X | |

8 PROPERTY DESCRIPTION
7713 BASIL DR
LOT 19 BLK A CANYON RIDGE PHS A SEC 1

ACRES: .2826

Pd # 136
1/15/15

PULLIAM MARK S
7713 BASIL DR
AUSTIN TX 78750-7940

9 REF ID 2
01-5013-0801-0000

| 10 DUE DATE | 11 TOTAL DUE |
|---|---|
| 1/31/2015 | 7,499.60 |

**DETACH AND RETURN BOTTOM COUPON WITH YOUR PAYMENT**

PLA 004

Form No. 553-TX-ARB 2/12

# Capitol Kia

13573 North Hwy 183 Austin, TX 78750
(512) 583-1900 Fax (512) 583-1897

CUST. NO. _____
STOCK NO. 045853
DEAL NO. 109649
DATE 05/16/2015

NAME MARK STEPHEN PULLIAM
TITLE NAME _____
ADDRESS 7713 BASIL DR
CITY AUSTIN TX ZIP CODE 78750
HOME PHONE (858)750-8171 BUSINESS PHONE _____

YEAR 2016 MAKE KIA
MODEL SORENTO NEW ☐ USED ☐ DEMO ☐
SERIAL NO. 5XYPG4A33GG045853
DELIVERY DATE _____ DCS DATE _____

☐ 2 DR ☐ 4 DR ☐ 4 CYL ☐ 6 CYL ☐ 8 CYL COLOR SNOW TRIM STONE MILEAGE 20 LICENSE PLATE # _____

| ADDED EQUIPMENT: | | |
|---|---|---|
| | | |
| | | |
| | | |

| | | | | |
|---|---|---|---|---|
| TRADE-IN NO. ONE | YEAR 2007 | MAKE & BODY STYLE MAZDA 2DR CONV | MILEAGE | STK. NO. 04585 |
| | VEHICLE IDENTIFICATION NO. JM1NC25F970126714 | | LICENSE NO. | |
| TRADE-IN NO. TWO | YEAR 2003 | MAKE & BODY STYLE FORD TRU 4DR 2WD | MILEAGE | |
| | VEHICLE IDENTIFICATION NO. 1FMZU64K73UB71279 | | LICENSE NO. | |

PAY OFF

| | | | |
|---|---|---|---|
| BALANCE OWED TO | | ACCOUNT NO. | |
| ADDRESS | | | |
| AMOUNT QUOTED | GOOD UNTIL | ☐ CHECK | DATE |
| QUOTED BY | TO | PHONE | CK NO. |
| INST. GIVEN TO | BY | ☐ DRAFT | DATE |

LIENHOLDER AND DRAFTING

NAME KIA MOTORS FINANCE ☐ LIEN ONLY ☐ DRAFT ONLY ☐ LIEN AND DRAFT
ADDRESS PO BOX 105299 ATLANTA GA 30348
ATTN: AMOUNT 14506.50 PHONE (866)331-5632
THRU
ADDRESS

| | |
|---|---|
| SALE PRICE OF VEHICLE | $ 27873.39 |
| ALLOWANCE FOR TRADE-IN | 13000.00 |
| REBATE | 1500.00 |
| ADDED EQUIPMENT | |
| | |
| NET DIFFERENCE | 13373.39 |
| | |
| SALES TAX | 835.84 |
| DOCUMENTARY FEE | 125.00 |
| DEALER INVENTORY TAX | 53.27 |
| LICENSE, TRANSFER, TITLE & REG. FEES, INSP. | 119.00 |
| SUB TOTAL | 14506.50 |
| TRADE-IN PAYOFF (IF ANY) | $ |
| | |
| ADDED EQUIPMENT | |
| | |
| EXTENDED SERVICE AGREEMENTS | |
| | |
| TOTAL CASH PRICE | $ 14506.50 |
| CREDITS: DEPOSIT CR# | ( ) |
| CREDITS: DOWN PAYMENT CR# | ( ) |
| CREDITS: OTHER ☐ REBATE | ( ) |
| CREDITS: OTHER ☐ CR. INS. | |
| UNPAID BALANCE DUE AT DELIVERY | $ 14506.50 |
| CREDIT INSURANCE ☐ LIFE ☐ A&H | |
| AMOUNT FINANCED | 14506.50 |

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, THAT HE HAS READ ITS TERMS AND CONDITIONS AND HAS RECEIVED A TRUE COPY OF THIS ORDER, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby.

I, the undersigned purchaser, warrant title to the above described trade in automobile and hereby assign, sell and transfer said automobile to Capitol Kia and represent that I own said automobile and have the right to sell and deliver it to Capitol Kia.

I understand that the above listed payoff amount is an estimate, and if the actual payoff is greater, I agree to pay the difference in cash within 3 days of notification. I further certify that there are no liens, security interests or other encumbrances against said automobile other than as listed above.

I, Certify that I am 18 years of age, or older, and having read this order, do hereby acknowledge receipt of a copy of this order.

Dated: 05/16/15 : Signed _____

This order shall not become binding until accepted by Dealer or his Representative.

ACCEPTED BY _____ 05/16/15
Dealer or Authorized Representative — Date

SALESMAN _____

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

PLEASE GET ALL PROMISES IN WRITING ON THIS ORDER. IT IS A LEGAL BINDING CONTRACT AND SUPERCEDES ALL VERBAL NEGOTIATION. Final acceptance is also subject to credit approval or satisfactory arrangement of payment.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

(WITH ARBITRATION PROVISION)

CUST# 732310
STK# GG042132
DEAL# 14933

Dealer Number N/A  Contract Number N/A

| | |
|---|---|
| BUYER MARK STEPHEN PULLIAM | SELLER/CREDITOR KIA OF SOUTH AUSTIN |
| ADDRESS 7713 BASIL DR | ADDRESS 5306 S IH-35 |
| CITY AUSTIN STATE TX ZIP 78750 | CITY AUSTIN STATE TX ZIP 78745 |
| PHONE (858)750-8171 | PHONE 5124446635 |

CO-BUYER LOREE LARAE PULLIAM
ADDRESS 7713 BASIL DR
CITY AUSTIN STATE TX ZIP 78750
PHONE (810)444-9667

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

**PROMISE TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

## VEHICLE IDENTIFICATION

| YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | |
|---|---|---|---|---|
| 2016 | KIA | OPTIMA | 5XXGT4L30GG042132 | [X] NEW [ ] DEMONSTRATOR [ ] FACTORY OFFICIAL/EXECUTIVE [ ] USED |

USE FOR WHICH PURCHASED
PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW
If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract.
[ ] BUSINESS OR COMMERCIAL
[ ] AGRICULTURAL [ ] _____

Trade-in: Make CADI  Model CTS
Year 2005 VIN 1G6DM56T650213565  License No. N/A

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of $ 5750.00 |
| 4.90 % | $ 2812.95 | $ 17743.77 | $ 20556.72 | $ 26306.72 |

**Your Payment Schedule Will Be:**

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| 72 | 285.51 | Monthly beginning 10/18/2016 |
| N/A | N/A | N/A |

Or as follows
N/A N/A N/A

**Late Charge:** If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** We will have a security interest in the vehicle being purchased.

**Additional Information:** See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes, SALES TAX 1021.56
ADDED ACC $997.00, N/A $ N/A
N/A $ N/A, and N/A $ N/A $ 23116.56 (1)

2 Total Downpayment = (if negative, enter "0" and see Line 4A below)

| | |
|---|---|
| Gross Trade-In | $ 3500.00 |
| – Pay Off Made By Seller | $ N/A |
| – Cash Paid to Buyer for Trade-In | $ N/A |
| = Net Trade-In | $ 3500.00 |
| + Cash | $ N/A |
| + Mfrs. Rebate | $ 2250.00 |
| + Other (describe) N/A | $ N/A |
| Total Downpayment | $ 5750.00 (2) |

3 Unpaid Balance of Cash Price (1 minus 2) $ 17366.56 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts.):

| | |
|---|---|
| A Net trade-in payoff to N/A | $ N/A |
| B Cost of Optional Credit Insurance Paid to Insurance Company or Companies. | |
| Life $ N/A | |
| Disability $ N/A | $ N/A |
| C Other Optional Insurance Paid to Insurance Company or Companies | $ N/A |
| D Official Fees Paid to Government Agencies | |
| 1) to N/A for N/A | $ N/A |
| 2) to N/A for N/A | $ N/A |
| 3) to N/A for N/A | $ N/A |
| E Debt Cancellation Agreement Fee Paid to the Seller | $ N/A |
| F Dealer's Inventory Tax (if Not Included in Cash Price) | $ 37.96 |
| G Sales Tax (if Not Included in Cash Price) | $ N/A |
| H Other Taxes (if Not Included in Cash Price) | $ N/A |
| I Government License and/or Registration Fees | |

**PROPERTY INSURANCE. You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas.** You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

### *Optional Credit Life and Credit Disability Insurance*

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

[ ] Credit Life, one buyer $ N/A Term N/A
[ ] Credit Life, both buyers $ N/A Term N/A
[ ] Credit Disability, one buyer $ N/A Term N/A
[ ] Credit Disability, both buyers $ N/A Term N/A

N/A
(Insurance Company)
N/A
(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

**You want the insurance indicated above.**

X N/A N/A
Buyer's signature Date

X N/A N/A
Co-Buyer's signature Date

### *Optional Insurance Coverages and Debt Cancellation Agreement*

**The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.**

| Coverage | Term in Months | Premium or Fee |
|---|---|---|
| GAP* | N/A | [ ] $ N/A |
| N/A | N/A | [ ] $ N/A |
| N/A | N/A | [ ] $ N/A |
| Debt Cancellation Agreement** | N/A | $ N/A |

N/A
(Insurance Company)
N/A

B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

| | | |
|---|---|---|
| Life | $ N/A | |
| Disability | $ N/A | $ N/A |
| C Other Optional Insurance Paid to Insurance Company or Companies | | $ N/A |
| D Official Fees Paid to Government Agencies | | |
| 1) to N/A | for N/A | $ N/A |
| 2) to N/A | for N/A | $ N/A |
| 3) to N/A | for N/A | $ N/A |
| E Debt Cancellation Agreement Fee Paid to the Seller | | $ N/A |
| F Dealer's Inventory Tax (if Not Included in Cash Price) | | $ 37.96 |
| G Sales Tax (if Not Included in Cash Price) | | $ N/A |
| H Other Taxes (if Not Included in Cash Price) | | $ N/A |
| I Government License and/or Registration Fees | | |
| LICENSE FEE | | $ 133.50 |
| J Government Certificate of Title Fees | | $ 33.00 |
| K Government Vehicle Inspection Fees | | $ 23.75 |
| L Deputy Service Fee Paid to Dealer | | $ N/A |
| M **Documentary Fee (Cargo Documental)** | | $ 149.00 |

**A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**

**UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.**

N Other Charges (Seller must identify who is paid and describe purpose.)

| | | |
|---|---|---|
| to State | for Plate Transfer Fee | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| to N/A | for N/A | $ N/A |
| Total Other Charges and Amounts Paid to Others on Your Behalf | | $ 377.21 (4) |
| F Amount Financed (2 - 4) | | $ [illegible] (5) |

**of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.**

| Coverage | Term in Months | Premium or Fee |
|---|---|---|
| GAP* | N/A | ☐ $ N/A |
| N/A | N/A | ☐ $ N/A |
| N/A | N/A | ☐ $ N/A |
| Debt Cancellation Agreement** | N/A | $ N/A |

N/A
(Insurance Company)

N/A
(Home Office Address)

*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.

For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

X N/A N/A
Buyer's signature Date

X N/A N/A
Co-Buyer's signature Date

**LIABILITY INSURANCE:** THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

**Returned Check Charge:** You agree to pay a charge of $ 30 if any check you give us is dishonored or any electronic payment is returned unpaid.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____ Co-Buyer Signs X _____

**OCCC NOTICE. For questions or complaints about this contract, contact 8008350392 at KIA MOTORS FINANCE. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.**

***The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.***

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer X _____ Co-Buyer X _____

**See back for other important agreements.**

**CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.**

**BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW.**

Buyer Signs X _____ Date 09/03/16 Co-Buyer Signs X _____ Date 09/03/16

**Co-Buyers and Other Owners** — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/A

Seller signs KIA OF SOUTH AUSTIN Date 09/03/16 By X _____ Title BUS MGR

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to KIA MOTORS FINANCE (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse XX ☐ Assigned with limited recourse

Seller KIA OF SOUTH AUSTIN By _____ Title BUS MGR



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FREEDOM MORTGAGE®

PO BOX 50428
INDIANAPOLIS, IN 46250-0401

8-807-17353-0002141-001-1-001-000-000-000

SALLY M WILEY
4221 CANOAS DR
AUSTIN TX 78730-1466

# Escrow Account Disclosure Statement

## Account Information

| | |
|---|---|
| Loan Number: | **0058009200** |
| Property Address: | 4221 CANOAS DR<br>AUSTIN TX 78730-0000 |
| Statement Date: | **03/22/2018** |
| Current Payment Amount: | **$4,218.88** |
| **New Payment Amount:** | **$4,159.34** |
| **New Payment Effective Date:** | **05/01/2018** |

You are receiving this statement because you have an escrow account with us. We have safeguards in place to ensure there's enough money in your account to cover your homeowners insurance, real estate taxes and mortgage insurance, if applicable.

**Based on our review, you have a surplus of $1,271.52. Since your surplus is $50.00 or more, a check is attached to the bottom of this page.**

| | |
|---|---|
| Projected Minimum Balance | $3,930.50 |
| - Required Minimum Balance | $2,658.98 |
| Surplus | $1,271.52 |

807-2014-0217F

The required minimum balance is also known as the escrow cushion. The required minimum balance or cushion is the amount that you are required to pay into your escrow account to cover unanticipated disbursements for escrow items or for disbursements that have to be made before the monthly escrow payments are available in your escrow account.

Part 1 provides your current and the new escrow payment amounts. Part 2 shows what has already happened in your account while Part 3 shows what we anticipate happening in your account over the next 12 months. As tax and insurance amounts may be subject to change each year, the amounts in Part 3 are only estimates.

## PART 1 Your Mortgage Payment

Payment information beginning with your 05/01/2018 payment

| Payment Information | Current Monthly Payment | New Monthly Payment |
|---|---|---|
| Principal & Interest: | $2,829.85 | $2,829.85 |
| Escrow Payment: | $1,389.03 | $1,329.49 |
| **Total Payment:** | **$4,218.88** | **$4,159.34** |

**NOTICE:** Freedom Mortgage is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt.

# 2018 Notice of Appraised Value

**TRAVIS CENTRAL APPRAISAL DISTRICT**
**8314 CROSS PARK DR**
**P O BOX 149012**
**AUSTIN, TX 78714-9012**
Phone: (512) 834-9138

DATE OF NOTICE: April 5, 2018

#BWNNRFT
#1015677384564785#

**Property ID: 456478**
**Ownership %:** 100.00
**Ref ID2:** 01413402360000
**DBA:**
**Legal:** LOT 132 BLK A RIVER PLACE SEC 22
**Legal Acres:** 0.2647
**Situs:** 4221 CANOAS DR TX 78730
**Owner ID: 1567738**

Property ID: 456478 - 01413402360000
WILEY SALLY M & JAY B
4221 CANOAS DR
AUSTIN, TX 78730-1466

**THIS IS NOT A BILL**

Dear Property Owner,
We have appraised the property listed above for the tax year 2018. As of January 1, our appraisal is outlined below.

| Market Value | Assessed Value (Includes Homestead Limitation if Applicable) |
|---|---|
| 752,560 | **659,712** |

| Taxing Unit | 2017 Exemption | 2017 Exemption Amount | 2018 Exemption | 2018 Exemption Amount | Exemption Amount Change | 2017 Taxable | 2018 Taxable | Freeze Year and Ceiling |
|---|---|---|---|---|---|---|---|---|
| CITY OF AUSTIN | | | HS | 52,777 | 52,777 | | | |
| | Total | 0 | Total | 52,777 | 52,777 | 0 | **606,935** | |
| TRAVIS COUNTY | HS | 119,948 | HS | 131,942 | 11,994 | | | |
| | Total | 119,948 | Total | 131,942 | 11,994 | 479,790 | **527,770** | |
| TRAVIS COUNTY HEALTHCARE | HS | 119,948 | HS | 131,942 | 11,994 | | | |
| | Total | 119,948 | Total | 131,942 | 11,994 | 479,790 | **527,770** | |
| AUSTIN COMM COLL DIST | HS | 5,997 | HS | 6,597 | 600 | | | |
| | Total | 5,997 | Total | 6,597 | 600 | 593,741 | **653,115** | |
| LEANDER ISD | HS | 25,000 | HS | 25,000 | 0 | | | |
| | Total | 25,000 | Total | 25,000 | 0 | 574,738 | **634,712** | |

**PLA 020**

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). If you improved your property (by adding rooms or buildings) or you are transferring a freeze percentage, your school, county, city, or junior college Ceiling may increase from prior years.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Tax Remedies; and (2) notice of protest.

## The chart below is the 2017 Taxpayer Impact Statement based on the Effective, Rollback and Adopted tax rates set by each taxing unit.

**Effective Tax Rate**- A calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the previous year on properties taxed in both years. This rate calculation does not include the impact of additional tax revenue resulting from new construction.

**Rollback Tax Rate**- Tax rate level that allows the taxing jurisdiction to collect 8% more taxes, not including debt repayment, than the previous year. This is the maximum tax increase allowed by law without triggering an election to "rollback" the taxes.

**Adopted Tax Rate**- This is the tax rate that was adopted by the taxing unit for 2017.

**2017 Taxpayer Impact Statement**

| Taxing Unit | 2017 Taxable Value | 2017 Effective Rate | 2017 Effective Taxes | 2017 Rollback Rate | 2017 Rollback Taxes | 2017 Adopted Rate | 2017 Adopted (Actual) Taxes |
|---|---|---|---|---|---|---|---|
| CITY OF AUSTIN | 0 | 0.410700 | 0.00 | 0.445100 | 0.00 | 0.444800 | 0.00 |
| TRAVIS COUNTY | 479,790 | 0.356800 | 1,711.89 | 0.378000 | 1,813.61 | 0.369000 | 1,770.43 |
| TRAVIS COUNTY HEALTHCARE | 479,790 | 0.102815 | 493.30 | 0.110954 | 532.35 | 0.107385 | 515.22 |
| AUSTIN COMM COLL DIST | 593,741 | 0.095000 | 564.05 | 0.101300 | 601.46 | 0.100800 | 598.49 |
| LEANDER ISD | 574,738 | 1.634740 | 9,395.47 | 1.542235 | 8,863.81 | 1.511870 | 8,689.29 |

**The impact statement does not reflect OV65 tax ceiling, see previous page for tax ceiling amount*

## The chart below is an estimate of taxes based on 2018 taxable value and the 2017 adopted tax rate. This is NOT the 2018 effective tax rate. If property values rise, the effective rate will go down and vice versa.

| Taxing Unit | 2018 Taxable Value | 2017 Adopted Tax Rate | Estimate (See below) |
|---|---|---|---|
| CITY OF AUSTIN | 606,935 | 0.444800 | 2,699.65 |
| TRAVIS COUNTY | 527,770 | 0.369000 | 1,947.47 |
| TRAVIS COUNTY HEALTHCARE | 527,770 | 0.107385 | 566.74 |
| AUSTIN COMM COLL DIST | 653,115 | 0.100800 | 658.34 |
| LEANDER ISD | 634,712 | 1.511870 | 9,596.02 |

***"The Texas Legislature does not set the tax amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials."*** **The appraisal district only determines the value of the property. If taxing unit budgets increase then a tax rate higher than the effective rate may be adopted by the taxing unit. The governing body of each taxing unit decides whether or not taxes on property will increase.**

Truth-in-Taxation laws give taxpayers a voice in decisions that affect their property tax rates. Beginning in early August, taxing units take the first step toward adopting a tax rate by calculating and publishing the effective and rollback tax rates. If a governing body proposes to adopt a tax rate that exceeds the effective rate, it must publish a quarter-page notice in a local newspaper to announce two public hearings. The hearings give taxpayers an opportunity to voice their opinions about the proposed tax increase.

**Information on taxing unit contacts, exemptions and tax rates is available on the appraisal district website at: http://www.traviscad.org/taxinfo.html**

| Appraisal Information | Last Year - 2017 | Proposed - 2018 |
|---|---|---|
| Market Value of Building & Other Structures | 399,738 | 512,560 |
| Market Value of Non Ag/Timber Land | 200,000 | 240,000 |
| Market Value of Ag/Timber Land | 0 | 0 |
| Market Value of Personal Property/Minerals | 0 | 0 |
| Total Market Value | 599,738 | 752,560 |
| Productivity Value of Ag/Timber Land | 0 | 0 |
| Assessed Value | 599,738 | 659,712 |
| Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial) | 599,738 | 659,712 |
| Exemptions (DV - Disabled Vet; DP-Disabled Person; HS-Homestead; OV65-Over 65) | HS | HS |

**The difference between the 2013 appraised value and the 2018 appraised value is 19.38%. This percentage information is required by Tax Code section 25.19(b-1).**

If you have any questions or need more information, please contact the appraisal district at (512) 834-9138.

**PLA 021**

To file a protest, complete the notice of protest form on the next page following the instructions included in the form and no later than the deadline below, mail or deliver the form to the appraisal review board at the following address:

**Mailing Address; Travis Appraisal Review Board, PO Box 149012, Austin, TX 78714-9012**

**Deadline for filing a paper protest: May 15, 2018**

Informal hearings will be held at the Travis Central Appraisal District, 8314 Cross Park Drive, Austin, TX 78754. Formal hearings will begin May 7, 2018 and will be held at either 8314 Cross Park Drive, Austin, TX 78754, or 7311 Decker Lane, Austin, TX 78724.



Store #: 22 Reg: 12 C: Chase T.
12707 North Mopac Expressway 186284
Austin, TX 78727
PHN:(512) 733-7000 FAX:(5 ) 733-7018
Inv Date - Fri Aug 31 1:06 2018



**INVOICE#: 15891201**

MERCHANT: 174034921992 F304 M2
xxxxxxxxxxxx6198 VISA
WILEY/JAY B
SALE: $151.47 111315 16000616
Chip Read
Mode: Issuer
Visa Credit
AID: A0000000031010
TVR: 8080008000
IAD: 06010A0360A000
TSI: 6800
ARC: 00
CVM: 5E0000

| | | | |
|---|---|---|---|
| 9241269 | Executive 8.5" | 2 @ | 4.99 |
| | Executive 8.5"x11" Ream | | D2 T |
| | 20lb, 96 brightness | | |
| | double sided print/copy | | |
| | Executive-Ream | | |
| UPC: | 7792540231084 | | |
| 9331420 | PSVR Skyrim | 1 @ | 59.96 |
| | PSVR Skyrim | | D3 T |
| | PS4 | | |
| | Bethesda | | |
| | 1034Vrskyrim000 | | |
| UPC: | 093155172579 | | |
| 7412395 | NCH Burn Essen | 1 @ | 69.99 |
| | NCH Burn Essentials Suit | | D3 T |
| | Burn Essentials Suite | | |
| | NCH | | |
| | PC/MAC DVD-ROM | | |
| UPC: | 817775010444 | | |

| | |
|---|---|
| SUBTOTAL | 139.93 |
| SALES TAX @ 8.250% | 11.54 |
| TOTAL DUE | 151.47 |
| VISA xxxxxxxxxxxx6198 | 151.47 |
| TOTAL TENDER | 151.47 |
| CHANGE DUE | 0.00 |

**Maxwell Dodge**
**13401 N FM 620**
**AUSTIN, TX 78717**
**512/219 3634**

DEAL NUMBER **124776**

DELIVERY DATE **01/12/2017**

Buyer: **JAY BYRON WILEY** **CO-BUYER:**

Address: **4221 CANOAS DR**

City: **AUSTIN** State: **TX** Zip: **78730-1466** E-mail: **WILEY1842@YAHOO.COM**

Home Ph#: **512/914-8057** Work Ph#: **512/914-8057** Cell Ph#:

Minor cosmetic damage may have occurred during the shipping or storage of this vehicle and may have been repaired using accepted industry methods. It also may have been necessary to correct mechanical defects in this vehicle. A record of any repair made to this vehicle is available for your inspection. If you feel that the fact, that such repairs were necessary might influence your decision to buy, simply ask your salesman to let your examine the repair records. You are certifying that you have read this statement by your signature herewith.

Signature:

| YEAR | MAKE | MODEL | LICENSE NO. | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|---|---|
| 2020 | JEEP | WRANGLER UNL | | 1C4BJWDG7HL566084 |

| STOCK # | COLOR | MILEAGE |
|---|---|---|
| HL566084 | RED | 205 |

Amount Owed on Trade-In #1 **N/A**

N.P.O To:

Address

City/State/Zip

Phone Number

Loan Officer

| YR | MAKE | MODEL | MILEAGE |
|---|---|---|---|
| | | | |

VIN LICENSE NO.

Amount Owed on Trade-In #2 **N/A**

N.P.O To:

Address

City/State/Zip

Phone Number

Loan Officer

| YR | MAKE | MODEL | MILEAGE |
|---|---|---|---|
| | | | |

VIN LICENSE NO.

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on the consumer by the government, and is not required to be charged by the dealer to the consumer.

The modification, equipment, accessory, or parts is not supplied to approved by Manufacturer, and it is not warranted by Manufacturer.

Customer Initials

The coverage under the vehicle service contract sold herein is not provided by Manufacturer, its parent, subsidiaries or its affiliates.

Customer Initials

| | |
|---|---|
| SALES PRICE: | 33878.00 |
| | N/A |
| **ACCESSORIES** | 1819.00 |
| | N/A |
| | N/A |
| | N/A |
| | N/A |
| TOTAL SALES PRICE | 35697.00 |
| CUSTOMER REBATE(S) | N/A |
| TRADE-IN ALLOWANCE | N/A |
| NET SALES PRICE | 35697.00 |
| TRADE PAYOFF | N/A |
| STATE SALES TAX | 2231.06 |
| DEALER'S INVENTORY TAX | 70.68 |
| STATE INSPECTION | 23.75 |
| LICENSE FEES | 166.50 |
| DOCUMENTARY FEE | 157.10 |
| DEPUTY FEE | N/A |
| VEHICLE SERVICE CONTRACT | 2738.00 |
| LIFE / ACCIDENT / HEALTH INS | N/A |
| GAP INSURANCE | 792.00 |
| | N/A |
| TOTAL AMOUNT DUE | 41876.09 |
| DOWN PAYMENT - CASH | 5000.00 |
| DOWN PAYMENT - CUSTOMER REBATES(S) | N/A |
| BALANCE TO FINANCE | 36876.09 |

LIEN HOLDER **SECURITY SERVICE FEDERAL CU**

ADDRESS **PO BOX 691510**

CITY/STATE/ZIP **SAN ANTONIO, TX 78269**

Salesman **MARK WELCH**

Contract Manager **JAMES CARTER**

I UNDERSTAND AND AGREE TO THE PROVISIONS AND TERMS OF THIS ORDER ON THE REVERSE SIDE HEREOF, AND ACCEPT THEM AS A PART OF THIS ORDER THE SAME AS IF THEY WERE PRINTED ON THE FACE HEREOF AND ABOVE MY SIGNATURE.

This order, front and back, contains the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into, or is a part of this transaction.

THIS ORDER NOT VALID UNTIL SIGNED BY SELLER.

Buyer: Date: **01/12/2017**

Co-Buyer: Date:

Seller: **Maxwell Dodge** Date: **01/12/2017**

**62916*1*CDJAUS-FI**

**PLA 024**

1. The automobile specified on the reverse side hereof shall be invoiced at the contract price and terms herein agreed upon. The Buyer agrees to accept and settle for the same promptly upon notice that the Seller is ready to make delivery at the agreed place. Should the factory price of the new car ordered be changed prior to delivery of this care (if a new car), the Buyer shall make a new contract at the new delivered price, or he shall have the privilege of canceling this contract. In the event of the cancellation of this contract for such reason, the deposit shall be returned to the Buyer, and/or accounting made for used car as set forth in Paragraph 3 hereof.

2. Should Seller be unable to make delivery of a new car ordered within sixty (60) days after specified date, either because of discontinuance of model, inability to procure same from factory, or other reason beyond his control, Buyer may cancel this order and shall be entitled to a return of his cash payment, if any, and/or any used vehicle delivered to Seller as part payment, Seller to have the option to either return the used vehicle or account for it, if sold, as set out in Paragraph 3 hereof and in such event no further liability shall attach to either party in the premises.

3. In the event this order should be canceled pursuant to Paragraph 1 or 2 hereof, any used vehicle which may have been received by Seller as part payment of the purchase price of the new vehicle, and sold by Seller previous to such cancellation shall be accounted for by Seller, at the price at which the used vehicle was sold, less all expenses and charges for repairs, reconditioning, storage, handling and selling, and not at the price which Seller may have agreed to allow for the used vehicle if the new vehicle ordered herein had been duly delivered to and accepted by Buyer.

4. Should this contract be placed in litigation by either party the trade-in value to be used in such litigation shall be determined by the value shown as wholesale or actual cash value.

5. The credit allowance for used car specified on reverse side shall apply on the purchase price of the new automobile specified on the reverse side only, and shall not apply on the purchase of a used car unless written agreement to that effect shall be made with the manager of the Company of the Seller.

6. Whereas, the exact damages which will be sustained by the Seller, in the event the Buyer does not accept delivery of the car ordered and make payment therefore, are difficult of ascertainment, it is understood and agreed in such event the Seller shall retain of the cash deposit or the money realized by trade-in, an amount equal to the gross dealer's profit on the new automobile ordered, with a minimum of $250.00 in the event the gross dealer's profit does not equal such amount, said sum to be retained by the Seller as liquidated, ascertained, and agreed damages suffered by Seller through refusal of the Buyer to accept and pay for the car as ordered. Should the car ordered be a used car, said liquidated damages shall be twenty percent (20%) of the total purchase price of said car, as equipped. Any excess in deposit over said liquidated damages shall be refunded to Buyer on demand, and should said deposit be less than said damages, the Buyer shall be liable for and agrees to pay the balance.

7. If this order be for future delivery of a new automobile, and a used automobile is deposited for trade thereon, no credit shall be allowed for such used car, or the proceeds of the sale thereof, unless such new car be accepted and settled for by Buyer within twelve (12) months from the date of the approval and acceptance of this order. After such twelve (12) months, said used car, or the proceeds thereof, shall be retained by Seller as liquidated damages free from any claim or demand by Buyer.

8. This order shall not be binding upon the Seller until approved by the manager or the sales manager of the Seller and accepted in writing on the reverse side of either of the duplicate originals hereof by such manager or sales manager. Unless this order shall be so accepted within fifteen (15) days from this date, the Buyer shall be entitled to cancel the order and his deposit, if any, shall be returned. When so accepted, same shall not be transferable, or assignable, save with the written consent of the Seller endorsed hereon.

9. All payments required hereunder shall be made at the place of business of the Seller, and all balances shall be evidenced by note or notes, payable to Seller, or order, secured by chattel mortgage properly executed on Seller's regular form.

10. It is agreed that if Seller places this contract in the hands of an attorney for enforcement or collection, the Buyer shall additionally be liable to Seller for reasonably attorney's fees.

11. Minor cosmetic damage may have occurred during the shipping or storage of this vehicle and may have been repaired using accepted industry methods.

**Exhibit 3**

CAUSE NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM; JAY WILEY, PLAINTIFFS AND TEXAS, INTERVENOR-PLAINTIFF, VS. CITY OF AUSTIN, TEXAS; ELAINE HART, IN HER OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN, DEFENDANTS | ) | IN THE DISTRICT COURT |
| | ) | 419TH JUDICIAL DISTRICT |
| | ) | TRAVIS COUNTY, TEXAS |

**********

ORAL DEPOSITION

OF

SYLVIA FLORES

OCTOBER 29, 2018

**********

ORAL DEPOSITION OF SYLVIA FLORES, produced as a Witness at the instance of Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 29th day of October, 2018, from 9:48 a.m. to 10:38 a.m., before JUDY A. COUGHENOUR JOHNSON, Certified Shorthand Reporter No. 1198, in and for the State of Texas, reported by machine shorthand at AUSTIN CITY HALL, 301 West Second Street, Austin, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached herein.

* * * * * * *

APPEARANCES

For Plaintiffs:

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- AND -

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APPEARANCES (CONTINUED)

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Also Present:

Ronnell Paulsen
Aaron Woolverton

Reported By:

JUDY A. COUGHENOUR & ASSOCIATES
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8109 Asmara Drive
Austin, TX 78750
PH: (512) 346-4707
e-mail: Jude@prodigy.net

* * * * * * *

STIPULATIONS

The attorneys for all parties present stipulate and agree to the following items:

THAT the deposition of SYLVIA FLORES is taken pursuant to Notice;

THAT all objections will be made pursuant to the Texas Rules of Civil Procedure;

AND THAT the original transcript will be submitted for signature to the Witness' attorney, SAMEER S. BIRRING, and that the Witness or the Witness' attorney will return the signed transcript to JUDY A. COUGHENOUR & ASSOCIATES within 20 days of the date the transcript is provided to the Witness' attorney. If not returned, the Witness may be deemed to have waived the right to make the changes, and an unsigned copy may be used as though signed.

* * * * * * *







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* * * * * * *

EXHIBITS

| EXHIBIT NUMBER | DESCRIPTION | PAGE MARKED | PAGE REF'D |
|---|---|---|---|
| 1 | Being a copy of the Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | 10 | 10 |
| 2 | Being the original booklet entitled Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | 28 | 28 |





SYLVIA FLORES

the Witness herein, having been first duly administered an oath or affirmation, testified as follows:

EXAMINATION

QUESTIONS BY MR. RICHES:

Q All right. Good morning, Miss Flores.

A Good morning.

Q My name is Jon Riches. I represent Taxpayer Plaintiffs Mark Pulliam and Jay Wiley in this case.

A Okay.

Q I'm going to ask you a few questions.

If you don't understand a question, please feel free to ask me to repeat it.

I'll try and speak slowly, but sometimes I can speed up. So if I'm speaking too fast, please don't be afraid to tell me to slow down.

A (Witness nodded head up and down.)

Q Answer just the question that I ask. Is that - is that acceptable? If I ask a compound question, or a question with two parts, and it's not clear, just feel free to have to ask me to clarify.

A Got it.

Q At certain times, the attorneys for the City might object. Many instances are just creating a record,





so unless they instruct you not to answer the question, just please feel free to answer the question, even if they object.

A (Witness nodded head up and down.)

Q Does all that sound agreeable?

A It does.

Q All right. If you could please state your name and spell it for the record?

A Sylvia, S-Y-L-V-I-A, Flores. F, as in Frank, L-O-R-E-S.

Q And are you currently employed?

A Yes, I am.

Q And by the City of Austin?

A Yes, I am.

Q And what's your position?

A I'm the Deputy Director for the Labor Relations Office.

Q How long have you held that position?

A About ten years.

Q What are the ordinary duties of that position?

A Represent the City in negotiations with the public safety associations, involving police, fire, and EMS.

Q So just the public safety - public sector unions fall within your purview?





A Yes.

Q And do you just do contract negotiations, or do you do other HR functions?

A I oversee the Ombuds process. That involves mediation and dispute resolution for the entire City.

I also do administrative tasks that involve supervision and performance evaluations of the staff.

Q When you dispute - when you actually Ombuds process, it doesn't include things like grievances that are filed against the City?

A By civilians only.

Q By civilians. But not by City employees or public safety employees?

A City of Austin employees that are not members of the public safety departments, which includes police, fire, and EMS.

Q Got it.

Okay. Are you also responsible for HR functions, such as tracking of employees' work hours or performance?

A Yes.

Q And what employees fall under your purview for that HR function?

A We have the administrative specialist that handles administrative functions for the office.

The Labor Relations Coordinators, we have two of them.

We also had a vacant Ombuds position.

So all of those employees report to me.

Q Okay. And are those the only employees for whom you track time?

A Yes.

Q Okay. Do you have - or does the City have a City wide employee performance review process?

A Yes, they do.

Q And how does that work?

A We evaluate - evaluate employees annually.

The Human Resources Department sends out the timelines, and the deadlines, and the forms that need to be completed by supervisors.

We have a midyear review for the entire City, and then we have the final evaluations for the entire City.

Q So is that three separate evaluations?

A It's two.

When an employee gets hired, you do the initial plan. Then at six months, you do an evaluation, and then at the end of the year, you do the final.

So it's two evaluations and the initial planning meeting.





Q Do all City employees have the same forms, written policy in place for them?

A I believe that the public safety organizations have their own evaluation forms.

Q And you don't ever see those?

A No.

Q Okay.

All right. I would like to show you what I will ask the Court Reporter to mark as --

MR. RICHES: Do you care if we use numbers or letters?

Okay. Exhibit 1.

Q (Mr. Riches) And actually, we'll have the Court Reporter mark it.

(Exhibit Number 1 marked.)

MR. RICHES: This is the CBA. I got copies for everyone, if --

MS. VAHL: Okay. Thanks.

MR. RICHES: -- you all need it.

Have you got one? (Indicating) Okay.

John, do you need one?

MR. STEWART: Oh, I got one passed out.

MR. RICHES: Okay.

Q (Mr. Riches) All right. And would you mind taking a look at that document? Do you know what that is?





A (The Witness) Yes, I do.

Q Can --

A I --

Q -- you identify it?

A This is the current negotiated agreement between the City of Austin and the Austin Fire Fighters Association.

Q Were you familiar with that document before you came in for depositions today?

A Yes.

Q What's the purpose of that agreement?

A This agreement allows the City of Austin to address different items that are outside of Chapter 143 of the local code.

It addresses things like hiring, and promotions, disciplines, and how we will monitor pay for the fire fighters.

It includes thirty-two articles that we have negotiated with the Association.

Q Have you negotiated a - agreements, prior to this agreement between Austin and the Austin Fire Fighters Association?

A Yes, I have.

Q And how many previous agreements have you negotiated?





A The 2009, the 2015, and this one.

Q Who's bound by this agreement?

A I don't understand your question.

Q To what employees is it intended to apply?

A I'm sorry?

Q To what employees is the agreement intended to apply?

A This applies to the fire fighters.

Q The --

A The employees of the Austin Fire Department. That does not include civilians.

Q Got it.

Just the fire fighters, but not civilians.

A Not civilians.

Q Does it include all fire fighters that are a part of the Department?

A Yes.

Q And is that the case, whether they are members of the AFA or not?

A Correct.

Q And when I say AFA, I'm referring to the Austin Fire Fighters Association, if I use that abbreviation, which I'm sure you're familiar with.

A Understood.

Q Would you mind turning to Article 10 of this

document?

And let me know when you've found it.

A I have it.

Q Good.

Under Section 1B1, it says, "The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes."

What is the Association that this section is referring to?

A What is the Association?

Q Is that the AFA?

A Yes.

Q And who's the Association President?

A Bob Nicks.

Q Who decides who becomes the Association President?

A I believe the Association membership has an election, and they vote on it, and they determine who the President will be.

Q Does the City have any say in who becomes the AFA President?

A No. Not to my knowledge.

Q To your knowledge, do non AFA members have a vote as to who becomes the AFA President?





A Not to my knowledge.

Q Turn to Section 2C. It says that, "The Association President shall be permitted up to 2,080 hours of Association Business Leave from the pool balance per year."

To your knowledge, is that - is that a full-time amount of hours to use, for the AFA President?

A Yes. To my knowledge.

Q And to your knowledge, is the AFA President currently devoting all of his time to Association business activities?

A Yes. To my knowledge.

Q How would you define Association business activities, under Section 1B1?

A Anything that carries out the mission of the Association and/or the Fire Department.

So it would be contract disputes, disciplinary meetings, representing the Association in collective bargaining. Those types of things.

Q Contract disputes, disciplinary meetings, representation in collective bargaining?

A Yes.

Q Anything else?

A I believe those are the major activities.

Q How does the City ensure that those activities





are being carried out?

A There is a process.

Anytime an employee, including the Fire Department - the Fire Association President, wants to utilize ABL hours, there's a process they need to follow, which requires approval by the management of that type of leave to be used for that type of activity.

Q Are you responsible for the approval of any of those hours for requested ABL usage?

A No. I'm - I'm not.

Q Do you ever see reports from ABL usage or requests?

Well, do you ever see requests for ABL usage, at all?

A I do not.

Q Do you ever see reports for how ABL is used?

A Every now and then we may ask for the utilization of hours, but it's not something we do frequently.

Q What would be the purpose of asking for those utilization reports?

A We want to ensure that the members have enough time that they can utilize for contract bargaining.

So when we're getting ready to bargain, we may ask to see what hours are on the books, and whether or





not there is enough time for them to negotiate contracts with the City.

Q Is that the only purpose that you request the usage hours for, to ensure that there's enough time for collective bargaining negotiations?

A To my knowledge, there has not been a need for the LR office to request those reports, at any time.

Q Okay. How are you - how is the LR office, then, assured that the purposes outlined in Article 10 are being fulfilled, if you're not aware of the usage?

A Like I say --

MR. BIRRING: Can I object, Jon?

I think some of these questions are outside of the scope of the topics for which we designated Sylvia.

So I wonder if you're going to ask them again to the other witnesses, or --

MR. RICHES: Some we will --

MR. BIRRING: -- will --

MR. RICHES: -- be asking for other witnesses, but - but these, in particular, pertain to the collective bargaining process between both the AFA and the City. She's the City's representative for collective bargaining, so I think it's relevant as to what goes in to the collective bargaining process and the determination she makes.

MR. BIRRING: Okay. But some of these - I think some of the other corporate reps we designated - were a part of the topics that we designated other witnesses for.

MR. RICHES: Yeah. We will certainly go in to - in more detail with some of these questions with the other witnesses, but I'm trying to get a sense of - to this Witness' role in the process, and the information that's available to her when she's engaging in collective negotiations.

MR. BIRRING: Okay. So we'll - we'll object to form, on that basis.

We think it's beyond the scope of the topic that she's been designated for.

MR. RICHES: Got it. Thanks.

MR. STEWART: AFA has the same objection.

Q (Mr. Riches) During your collective negotiations process, how do you ensure, then, that the items that are outlined in Article 10 are being fulfilled by the Association?

A (The Witness) Well, the items in Article 10 also involve the negotiations.

So LRO wants to make sure that we have the President and their Association members present to allow us to negotiate these contracts.





Q I understand.

In terms of the usages of ABL for the items you identified - contract disputes, disciplinary proceedings, and collective bargaining - do you have any awareness, at all, as to how those activities are being carried out, prior to engaging in collective bargaining with the AFA?

A No, I do not.

Q Are there any limitations to Association business activities, under Section 1B1, that you're aware of?

MR. BIRRING: We'll - objection. Form.

The same objection as before.

Q (Mr. Riches) You can go ahead and answer the question.

MR. STEWART: The same objection.

A (The Witness) Yes, as noted in Section 1B, "Association Business Leave shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary".

So any - things outside of those are not appropriate.

Q (Mr. Riches) You had just identified some of the limitations that are in Section 1B2. Those don't appear in Section 1B1, which is the section that pertains





to the Association President.

A Um hum.

Q Do those limitations apply to the Association President?

MR. BIRRING: Objection. Form.

The same as before. It calls for a legal conclusion.

MR. STEWART: The same objection from the AFA.

Q (Mr. Riches) You can answer the question.

A (The Witness) I would - I'm not an attorney, but I would conclude that this would also apply to the President.

Q So it's your - it's your opinion that the limitations for authorized Association representatives, that are outlined in Section 1B2, also apply to the Association President?

A It is my - my opinion that it does.

Q Is the Association President prohibited from performing any other activities, apart from those that are outlined in Section 1B2, while using ABL?

MR. BIRRING: Objection to form.

The same as before.

MR. STEWART: The same objection.

A (The Witness) It is my opinion that anything





outside of this would not be allowed.

And, once again, any requests for that leave would have to be approved by management.

Q (Mr. Riches) And you say "outside of this". You mean - what do you mean by that?

A Anything that's stipulated here that's not allowed.

Q When you say "here," are you referring to Section 1B2?

A Yes.

Q Okay.

A And, once again, any requests for ABL would have to go through the internal approval process by the Fire Chief and/or her designee.

Q Okay. Got it.

Does the City derive any monetary benefits from the use of ABL by the Association?

A I would say that the whole contract is something we obtained, that includes Article 10 in it.

So I'm not sure you could place a monetary amount, when you talk about ABL, or what the City benefited from it.

It was one article, out of thirty-two articles, in a contract agreed to by the Association and the City.

Q Okay. So is it your position that you cannot assign a monetary value to Article 10?
A Correct.
Q Does the City derive nonmonetary benefits from the use of ABL, in Article 10?
A Yes.
Q And where are those?
A Everything in this contract is a benefit.
The hiring article allows us to hire, utilizing other mechanisms outside of Chapter 143.
The same thing for promotions.
It also allows us to pay some - different amounts to different fire fighters, based on their rank or tenure.
It allows us to address disciplinary issues.
Everything on here is a benefit that we gained. That also includes ABL.
Q If we could, could we focus just exclusively on Article 10, and the benefits that purportedly accrue to the City for the use of ABL, under that article?
A As I mentioned earlier, Article 10 allows the Association to meet, and confer, and reach an agreement with the City that is critical to the Fire's mission and the City's mission that we can attain a contract that





allows us to hire, promote, and pay them outside of 143.
The other item that's in here that's critical is that it allows the Association to participate in disciplinary hearings.
Any employee should have a right to have someone advise them of the process involving their career. I believe that is a great benefit that ABL affords the City, to allow that employee representation.
Q Anything else?
A It allows representation at the pickup training. It allows members to attend conferences that could promote items for the Fire Department.
Q So far you identify - and correct me if I'm wrong - four - four separate benefits to the City of ABL, collective bargaining, disciplinary representation, training for AFA members, and the attendance at conferences by AFA members? Is that correct?
A As I said earlier, the ABL allowed the City to attain this contract.
So every article in here is in - a benefit that we attained because of ABL.
Q So when --
A So I would not limit it to those items that you mentioned. It's everything in here. (Indicating)
Q So when you say "everything in here," you say





that because the Collective Bargaining Agreement is the product of collective bargaining, then the entire agreement is a benefit of ABL?
A Yes.
Q Am I understanding that?
Is there anything in Article 10, or anywhere else in the CBA, that obligates the AFA President to perform any of those specific functions that you just identified?
MR. BIRRING: Objection. Form.
Outside the scope of her designated topics.
MR. STEWART: The same objection.
Q (Mr. Riches) You can - you can answer.
A (The Witness) I don't understand the question.
Q Is the AFA President obligated to engage in collective bargaining, attend disciplinary proceedings, provide training to AFA members, or attend conferences as an AFA member, under the terms of the collective bargaining agreement?
MR. BIRRING: The same objection.
MR. STEWART: The same objection.
A (The Witness) The agreement allows the President to participate in all these activities, but at the end of the day, he is a fire fighter, under the supervision of the Fire Chief and the Fire Department.





So any duties, or assignments, or anything that the Fire Association President is engaged in, has to be approved by his chain of command.
Q (Mr. Riches) And but maybe I wasn't clear with the question.
Is there anything in Article 10 - you had - you had identified four separate benefits that the City derives from the use of ABL?
A I had identified the entire contract, not just those four things.
Q Okay. So you have identified four separate benefits, including the entering in to a Collective Bargaining Agreement for the whole contract, as benefits of ABL.
Is there anything, in Article 10, that requires the AFA President to pursue those specific activities?
MR. BIRRING: Objection as to form.
The same as before.
MR. STEWART: The same objection.
A (The Witness) I couldn't offer an opinion on that. I don't know.
Q (Mr. Riches) Just to be clear, though, you - you negotiate this contract on behalf of the City. Correct?

A Correct.
Q And the party with whom you're negotiating is the AFA. Is that correct?
A Yes.
Q When you're negotiating this particular provision, Article 10, has the City required the AFA President to perform any specific functions to ensure that the City receives a benefit from Article 10?
A I still don't understand your question. I'm not sure what it is you're asking.
Q I'll break it - I'll break it down in to - subparts might be a little easier.
Is the AFA President required, by the City, to engage in collective bargaining, under Article 10?
A The President or his designee. (Witness nodded head up and down.)
Q Is required, as an obligation?
A Yes.
Q Okay. Is the AFA President required to attend disciplinary hearings, under Article 10?
A No.
Q Is the AFA President required to attend conferences, under Article 10?
A No.
Q And is the AFA President required to provide





training to other AFA members or fire fighters, under Article 10?
A No.
Q You indicated that the AFA President was required to engage in collective bargaining with the City.
What provision of Article 10 outlines that requirement?
A It's not in Article 10.
We cannot negotiate by ourselves. We have to be able to negotiate with representatives or the Fire Association President.
Q I see. Where is that requirement laid out? Is there a separate City policy, or is it elsewhere in the City?
A It's - I don't think it's in here. Let me see.
I believe there's a resolution that requires that we negotiate.
Q Would you happen to know what that is?
A No. I don't.
Q So it's your understanding that there's a City resolution --
A Yes.
Q -- that requires - that requires that the AFA President negotiate with the City?
A That the AFA Association negotiate with the





City.
Q That the Association negotiate with the City.
A Yes.
Q Is it specific to the AFA President, or is it the Association as --
A It's --
Q -- a --
A -- the --
Q -- whole?
A -- Association.
Q Okay. And we'd be able to find that resolution somewhere in the --
A I --
Q -- City --
A -- I --
Q -- records --
A -- think --
Q -- then.
A -- there's a version. I think this is the correct one. It's part of the contract, and I don't know that you have it. No.
Q And what part of the contract are you --
A It's in --
Q -- referring to there?
A -- our version of the contract. There's a





resolution in here. (Indicating)
Q Okay.
(The Reporter asked that only one person speak at a time.)
A (The Witness) Sorry.
Q (Mr. Riches) That's okay. (Indicating)
A Sorry.
There's a resolution in front of our contract.
Q Okay.
MR. RICHES: Could we admit this as - I guess - why don't we do 1 and - I guess we can do 2. We'll just do Exhibit 2 --
MR. BIRRING: Yeah.
MR. RICHES: -- the memo - and it's the book.
(Exhibit Number 2 marked.)
MR. RICHES: Oh. It's already a part of this one. (Indicating) Yeah. It's a part of ours. Okay.
Q (Mr. Riches) All right. Miss Flores, you had referenced that resolution, what's identified as Resolution Number 20170928-018, which is part of Exhibit 2, required the Association to negotiate with the City.
What portion of that resolution imposes

that requirement on the Association?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Section 2. It designates the Fire Association as the sole and exclusive bargaining agent.
Q (Mr. Riches) And is - is that - does that, in your view, also entail a requirement to negotiate with the City?
A Yes.
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
Q (Mr. Riches) Okay. Does Article 10 - or any other portion of the CBA - require the AFA President to perform any other activities at the direction of the City, apart from the collective negotiating with the City?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) It is my understanding that all public safety employees are required to perform duties associated with their positions, in cases of emergency.
Article 10 talks about an approval process, so it will be up to the chain of command to determine if there's an emergency that employees have to be pulled back to address public safety issues.





Q (Mr. Riches) And so another - another requirement, for the President, would be to perform emergency duties, in the event his chain of command required that?
A That's my understanding. Yes.
Q Okay. Any other - anything else that the AFA President is required to provide, while using ABL, to the City?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Required to provide?
Q (Mr. Riches) Does the City negate other requirements on the AFA President, under Article 10, to perform specific services or functions for the City?
A Not to --
MR. BIRRING: Objection.
A (The Witness) -- my --
MR. BIRRING: Form.
A (The Witness) -- knowledge.
MR. STEWART: The same objection.
Q (Mr. Riches) Switching from the Association President to the Authorized Association Representatives, which are identified in Section 1B2 of Article 10?
Is there anything, in Article 10 - or anywhere else, in the Collective Bargaining Agreement -





that requires other Authorized Association Representatives to perform specific services for the City, while using ABL?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Not to my knowledge.
Q (Mr. Riches) You had previously identified the four separate benefits - and possibly five, if we looked at the contract, as a whole, as a benefit from ABL. Those were collective bargaining - including entering in to a Collective Bargaining Agreement - disciplinary hearings, attendance at conferences, and providing training by AFA members using ABL.
Has the City ever put in place mechanisms to ensure that those activities are actually accomplished by members using ABL?
MR. BIRRING: Objection. Form.
It's outside the scope of her designated topics.
MR. STEWART: The same objection.
A (The Witness) I would not know.
Q (Mr. Riches) To your knowledge, does any other provision --
(The Reporter asked for a repeat of the first part of Mr. Riches' question.)





MR. RICHES: Oh. I'm sorry.
Q (Mr. Riches) To your knowledge, does any other provision of the Collective Bargaining Agreement govern disciplinary hearings?
A (The Witness) I don't understand your question.
Q Does the Collective Bargaining Agreement, elsewhere in the Collective Bargaining Agreement, cover disciplinary proceedings? So if a allegation of misconduct was made against a fire fighter, is there any other part of the contract that governs that process?
A There is Article 18, that addresses investigations and disciplinary actions.
Q Does that article require representation of fire fighters that are subject to discipline?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) I don't think there's a requirement in there.
It is definitely an option for the fire fighter to request representation.
Q (Mr. Riches) And who would provide that representation?
A That would be up to the fire fighters. Sometimes they have outside attorneys. Sometimes they have both the attorneys and the Association.

I am not involved, or engaged, or have any authority over this process.

Q I understand.

Is there anything, in the Collective Bargaining Agreement, that requires the AFA to provide that representation, either in Article 18, or Article 10, or elsewhere?

A (The Witness) Not --

MR. BIRRING: Objection. Form.

A (The Witness) Not --

MR. STEWART: The same objection.

A (The Witness) Not to my knowledge.

Q (Mr. Riches) Do you know what the total cost to the City is for the Collective Bargaining Agreement, for all the services that are provided to the City, under the Collective Bargaining Agreement?

A I do not.

Q Do you know where that information could be obtained?

A The - the Budget or the Finance Department may have that information.

Q You had mentioned that the Austin Fire Fighters Association is the exclusive bargaining representative, within the Fire Department. Now what does that mean?

A That that is the Association we will confer and





reach an agreement on, and that it will provide all the benefits of this contract to the fire fighters.

That means that we will not have separate agreements with other Associations.

Q So is a contract, that's ratified between the City and the AFA, binding on all fire fighters within the City of Austin?

A Yes.

Q And is that true whether or not the fire fighter is a member of the AFA?

A Yes.

Q Do you know if nonmembers could withhold funding the ABA (sic.) pool of hours that's identified in Article 10?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) I don't understand your question.

Q (Mr. Riches) Could nonmembers object to the City providing a pool of hours for the AFA to use, that's outlined in Article 10?

A Not --

MR. BIRRING: Objection.

A (The Witness) -- to my --

MR. BIRRING: Form.

A (The Witness) -- knowledge.





MR. STEWART: The same objection.

Q (Mr. Riches) As the collective - or as the exclusive bargaining representative, the City is obligated to negotiate with representatives of the AFA. Is that correct?

A (The Witness) Yes.

Q And that applies whether or not the AFA uses Association Business Leave for purposes of negotiating?

A What was the question, again?

Q Does the City's obligation to negotiate with the AFA, as the exclusive bargaining representative, apply whether or not the AFA uses Association Business Leave for that purpose?

A Yes.

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

Q (Mr. Riches) Does the City have the ability to do away with Association Business Leave if it desired?

MR. BIRRING: Objection to form.

MR. STEWART: The same objection.

A (The Witness) No. It's part of the agreement.

Q (Mr. Riches) In a new contract, if the City negotiated a new contract, could the City not include an article that included ABL?

MR. BIRRING: Objection. Form.





MR. STEWART: The same objection.

A (The Witness) That's hard to say what would or wouldn't be negotiated in another contract.

Q (Mr. Riches) Is it within the City's purview to not include ABL in a future contract?

MR. BIRRING: Objection.

Q (Mr. Riches) Could the City decide not to negotiate for that, as a portion of the contract?

MR. BIRRING: Objection to form.

MR. STEWART: The same objection.

A (The Witness) This contract is an agreement with both the Association and the City. So the City could not, on their own, decide not to include or to include certain items or articles in the contract without complete agreement from the Association.

Q (Mr. Riches) Let me see if I can understand how the negotiated - the negotiation process works, then.

When you, as a City representative, go in and collectively bargain with the AFA, does the City have certain objectives that it would like to see memorialized in a Collective Bargaining Agreement?

A Yes.

Q And does the AFA have certain objectives, in your view, that it would like to see memorialized as part of the Collective Bargaining Agreement?

A Yes.
Q Could the City, if it chose, decide that it no longer wanted to fund ABL as one of its objectives?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) I don't see how that could work. I don't see how that could be a benefit.
And it's hard to say what the City would or wouldn't negotiate in the future.
Q (Mr. Riches) I'm not asking whether it would be a benefit, or I'm not asking what the City might negotiate in the future.
I'm asking does the City have the ability to negotiate for a contract that does not include ABL?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) I don't know.
Q (Mr. Riches) You don't know if the City has that authority?
A I do not know.
Q You indicated that you were --
MR. HENNEKE: I was just going to say, could we take a quick break?
MR. BIRRING: Sure.
MR. HENNEKE: Yeah. I think we --.





(Recess from 10:23 a.m. to 10:32 a.m.)
Q (Mr. Riches) Miss Flores, are you - are you ready to proceed?
A (The Witness) Yes, I am.
Q Okay. We're almost going to conclude here.
Is your back doing all right?
A Yes. I'm fine. Thank you.
Q All right. You had indicated you were the City's representative in negotiations with other public safety groups, as well. Does that include police?
A Yes.
Q To your knowledge, does the City currently have a Collective Bargaining Agreement with the Police Department?
A No.
Q And why is that?
A Because they have a meet-and-confer agreement. It's not a Collective Bargaining --
(The Reporter asked for a repeat of the Witness' answer.)
A (The Witness) I'm sorry. A meet-and-confer agreement, which is different than the agreement from the Fire Association.
Q (Mr. Riches) What's the difference?
A Collective bargaining requires that we negotiate





certain terms with the Association. Meet-and-confer only requires that we try and reach an agreement.
Q Do meet-and-confer agreements also include terms and conditions of employment?
A Yes, they do.
Q So is the difference that certain terms and conditions are required to be placed in Collective Bargaining Agreements, or can you explain what --
A Yes.
Q -- what the difference is?
MR. BIRRING: Objection. Form.
Q (Mr. Riches) Can you explain, maybe in a little more detail, what the - what those different terms and conditions might be that exist in collective bargaining, but don't in meet-and-confer?
A (The Witness) Collective bargaining requires certain terms, like pay and benefits, and working conditions. It also requires that agreements be reached within certain timelines.
Meet-and-confer only requires that we meet and confer regarding some items, and usually it is the same thing. (Witness nodded head up and down.)
Q What do you mean, "usually it's the same thing"?
A It's usually pay, and terms of conditions of employment. For police, as well.





But there's not a requirement that we actually reach an agreement, and there's no timelines that are required, by law.
Q So the difference between collective bargaining and meet-and-confer is that, under collective bargaining, you must reach an agreement, and there's certain timelines imposed, under collective bargaining, that are not imposed under meet-and-confer?
MR. BIRRING: Objection.
A (The Witness) Correct.
MR. BIRRING: Form.
A (The Witness) Correct.
Q (Mr. Riches) Okay. Does the City currently have a meet-and-confer agreement with the Police Department?
A Yes, they do.
Q Who is the Police Department's authorized bargaining representative?
A The Austin Police Association.
Q To your knowledge, does the APA use Association Business Leave, when negotiating meet-and-confer agreements with the City?
MR. BIRRING: Objection.
A (The Witness) Yes --
MR. BIRRING: Form.

A (The Witness) -- they do.
MR. STEWART: The same objection.
Q (Mr. Riches) And are they currently - are you currently negotiating a new meet-and-confer agreement with the APA?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Yes, we are.
Q (Mr. Riches) And to your knowledge, is the APA using Association Business Leave to engage in those meet-and-confer discussions?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Yes, we are.
Q (Mr. Riches) Are AFA members, that are using the Association Business Leave, subject to - or would they bear liability for the City, while they're using ABL?
Let me rephrase.
An employee, using ABL, could they subject the City to liability under the same terms that any other City employee would, performing his or her official duties?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Once again, those actions would





have to be reviewed by the Law Department to determine whether or not they would ensure the - incur - incur that liability, just as any other action by any employee of the City.
It all depends on the circumstances of the actions of the employee.
Q (Mr. Riches) And the City would determine, through its Law Department or other departments, whether or not, for example, an employee was acting within his or her scope of employment?
A Correct.
Q How is the City funded? Does it receive property tax revenue?
A Yes.
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
Q (Mr. Riches) Does it receive sales tax revenue?
A (The Witness) Yes.
Q Is the City funded through any other funding sources?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) I would not know.
Q (Mr. Riches) How is the pool of ABL, that's identified in Article 10, funded?





MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) In accordance with the contract, certain hours are designated for ABL use at the beginning of every January of every year.
Q (Mr. Riches) Who pays for the pool of ABL hours?
MR. BIRRING: Objection to form.
This is outside the scope of her topics.
MR. STEWART: The same objection.
A (The Witness) I wouldn't know how that's administered.
Q (Mr. Riches) Does the City fund the 5,600 hours of ABL hours, in Article 10?
MR. BIRRING: Objection. Form.
The same objection.
MR. STEWART: The same.
A (The Witness) To my knowledge, they do.
Q (Mr. Riches) Okay. All right.
MR. RICHES: One moment.
Good.
Q (Mr. Riches) Okay. Thank you, Miss Flores. That's all the questions --
A (The Witness) Thank you.
Q -- we have for now.





(Witness passed at 10:38 a.m.)
* * * * * * *
(The Certified Shorthand Reporter JUDY A. COUGHENOUR JOHNSON hereby states that Exhibit Nos. 1 and 2 were marked during the deposition, and the originals are attached to the original transcript of the deposition.)

# Exhibit 4

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**

# CITY OF AUSTIN

**AND**

# AUSTIN FIREFIGHTERS ASSOCIATION

# LOCAL 975

EFFECTIVE OCTOBER 1, 2017

( Page left for Resolution / council Signature )

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## ARTICLE 1
## PREAMBLE

**Section 1. Intent of Agreement**

This Agreement is made between the City of Austin, Texas, hereinafter referred to as the "City," and the Austin Firefighters' Association, Local 975 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Association."

**Section 2. Purpose of Agreement**

WHEREAS, the citizens of the City of Austin have by referendum election chosen the Collective Bargaining Process as a fair and orderly way of conducting its relations with Austin Fire Fighters; and

WHEREAS, the Association has pledged to support the service and mission of the Austin Fire Department, to constructively support the goals and objectives of the Austin Fire Department, and to abide by the statutorily imposed no strike or work slowdown obligations placed upon it;

WHEREAS, it is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the parties, and to establish benefits, rates of pay, hours of work, and other terms and conditions of employment for all members of the bargaining unit and to provide for the equitable and orderly adjustment of grievances that may arise during the term of this Agreement; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows.

## ARTICLE 2
## DEFINITIONS

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

1. "Agreement" refers to this Collective Bargaining Agreement.

2. "Alternate Cadet Training Class" means an expedited training class of no less than 14 full weeks duration that is available to candidates on the ranked entry level eligibility list who possess TCFP and NREMT certification.

3. "Association" means the Austin Firefighters' Association, Local No. 975 of the International Association of Fire Fighters, AFL-CIO-CLC, and its officers and agents authorized to act on its behalf.

4. "Authorized Association Representative" means a representative of the Association authorized by the Association's Executive Board to conduct business on behalf of the Association.

5. "City" means the City of Austin, Texas, the Austin Fire Department and its officers, agents, managers, and others authorized to act on its behalf.

6. "City of Austin Personnel Policies" means, unless otherwise provided herein, those provisions of the City of Austin Personnel Policies, as adopted by the City Council, that apply to Chapter 143 Public Safety Civil Service employees.

7. "Civilian employee(s)," "civilian(s)," or non-civil service employee(s)" means any employee of the Austin Fire Department who is not a fire fighter as defined in Local Government Code §143.003(4).

8. For purposes of Article 22 - Health Related Benefits, "employee" or "City employee" does not include members of the city council and their direct staff; persons who are appointed or elected by the city council pursuant to the City Charter; the city manager and assistant city managers; department directors; and assistant department directors.

9. "Consensus" means a form of group decision-making in which everyone discusses the issues to be decided so that the group may benefit from the knowledge and experience of all its members. In order for consensus to occur, every member of the group must be able to support the decision.

10. "Department" means the Austin Fire Department, acting through its management staff.

11. "Expiration date of this Agreement" means September 30, 2022, unless otherwise specified.

12. "Fire Chief' means the Fire Chief of the Austin Fire Department and is synonymous with the term "department head" as used in Local Government Code Chapter 143.

13. "Fire Fighter" means any employee who is a "fire fighter" as defined in Local Government Code §§143.003(4) and 174.003(2), employed by the Austin Fire Department. It excludes the Fire Chief, non-Civil Service employees, retirees, and any other employees specifically exempted by the terms of this Agreement.

14. "Hiring cycle" means the time period between the announcements for accepting applications through the final approval of an eligibility list, including any subsequent corrections.

15. "Hiring process" or "hiring selection process" means the components used to screen and test applicants to become eligible for selection as a fire cadet under the terms of the Consent Decree.

16. "Immediate family" means the following members of a Fire Fighter's family:

a. Parents (biological parents, adoptive parents, or persons *in loco parentis* to the Fire Fighter when the Fire Fighter was a child);

b. Spouse (husband, wife, or domestic partner);

*c.* Child (biological, adopted, foster, stepchild, legal ward, or a child for whom the Fire Fighter is a person standing *in loco parentis);*

d. Sisters or brothers;

e. Grandparents;

f. Grandchildren;

g. Parents and grandparents of a Fire Fighter's spouse; and

h. Any relative living in the same household with a Fire Fighter.

17. "Local Government Code Chapter 143" and/or "Chapter 143" refers to those portions of the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code Chapter 143 which are applicable to the City.

18. "Local Government Code Chapter 174" and/or "Chapter 174" refers to the Fire and Police Employee Relations Act, Texas Local Government Code Chapter 174.

19. "Lawsuit" means the lawsuit known as *United States v. City of Austin,* Case No. 1:14-cv-00533, filed in the United States District Court for the Western District of Texas.

20. "Consent Decree" means the Consent Decree (Document No. 64) approved by the U.S. District Court and entered in the *United States v. City of Austin,* Case No. 1:14-cv-00533, in the United States District Court for the Western District of Texas concerning hiring at the Austin Fire Department, together with all changes or modifications resulting from a subsequent Court order or an agreement between the parties pursuant to the dispute resolution procedures in the Consent Decree.

21. "United States" means the United States of America, through the Department of Justice ("DOJ").

## ARTICLE 3
## RECOGNITION OF ASSOCIATION

The City recognizes the Association as the sole and exclusive bargaining agent for all Fire Fighters pursuant to Local Government Code Section 174.101. Recognition of the Association as the exclusive bargaining agent is not understood to make it a necessary party to disciplinary agreements between a Fire Fighter and the Fire Chief.

## ARTICLE 4
## MANAGEMENT RIGHTS

The City retains all inherent rights to manage the Fire Department and its work force which it enjoys under applicable law, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge in accordance with Chapter 143 and this Agreement; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the right to evaluate, supervise, and manage performance of the employees; the right to determine the size of the work force, and the assignment of work to Fire Fighters within the Department, including the right to transfer Fire Fighters; the right to determine policy affecting the selection of new Fire Fighters; the right to establish the services and programs provided by the Department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurements and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

## ARTICLE 5
## NON-DISCRIMINATION

**Section 1. Association Membership or Activity**

Neither the City nor the Association shall interfere with the right of Fire Fighters covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against such Fire Fighters because of lawful Association membership or non-membership activity or status. Nothing in this Agreement will be construed to prevent the Association from requiring Fire Fighters desiring to obtain or retain Association membership to meet its lawful membership requirements. Nothing in this Agreement will be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by the law.

## ARTICLE 6
## WORK FURLOUGHS

It is expressly agreed and understood that during the term of this Agreement, Fire Fighters covered by this Agreement shall be exempt from any mandatory employee work furlough or other unpaid leave plan implemented by the City for the purpose of reducing base wages paid to employees by reducing an employee's normal work hours. This Article does not apply to disciplinary actions.

## ARTICLE 7
## ASSOCIATION DUES & PAYROLL DEDUCTIONS

**Section 1. Dues Check Off**

Upon receipt of a proper and signed authorization from an Association member and written approval by the Association, the City will deduct from the Association member's pay, regular Association dues in the amount set by the Association. The authorization shall be made on a form supplied by the City. The Association shall notify the City of any change in the amount of the regular dues.

**Section 2. Other Payroll Deductions**

A. The City will continue to deduct from the Association member's pay, upon receipt of an authorization from an Association member and written approval by the Association, deductions in the amount specified by the Association member, for up to ten (10) specific organizations or benefits. The initial organizations or benefits are the following:

Austin Fire Fighters Political Action Committee (PAC)
AFD Historical Museum
Austin Firefighters Relief and Outreach Fund
Austin Firefighters Benevolent Fund
Emergency Services Pipes and Drums Association (ESPADA)

For the Benevolent Fund and Membership Assessment, the Association may change the amount of deduction for those employees who have authorized payroll deductions by providing notification to the City, at least three pay periods in advance of the change.

B. The Association may add or change the specific organizations or benefits up to the ten (10) permitted, subject to approval by the City. In approving the request, the City may consider the type of use and whether the City's involvement in the funding of such organizations or benefits is appropriate. Upon request, the Association will provide appropriate documentation and/or information from which the City may determine and verify that adequate accounting safeguards and controls exist to protect employee funds. The City will not unreasonably delay or withhold approval for the use of deductions. Requests will be submitted to the persons designated in accordance with Article 29, *Notices.*

**Section 3. Prior Authorizations**

Prior to the effective date of this Agreement, the Association will furnish to the City a list of all Association members. Listed members who authorized dues or payroll deductions prior to the effective date of this Agreement will not be required to submit a new payroll deduction form. Members who are not included in the list must submit proper authorization requesting dues or payroll deductions.

**Section 4. Remittance of Deductions**

The amounts withheld by the City for dues and payroll deductions will be promptly remitted to the Association's Treasurer.

**Section 5. Association Payment of Deduction Costs**

The Association agrees to reimburse the City for the cost of making such deductions in an amount not to exceed ten cents ($.10) per deduction. The City will not charge this fee for the following organizations: Austin Firefighters Relief and Outreach Fund, AFD Historical Fund, and Emergency Services Pipes and Drums Association (ESPADA).

**Section 6. Correction of Errors**

The Association will refund to the City any amount paid to the Association in error under this Article. The City will reimburse an Association member for any amount erroneously deducted from the Association member's pay under this Article.

**Section 7. Effect of Contract Expiration**

The provisions of this Article shall remain in full force and effect after expiration of this Agreement until the earlier of a successor Agreement has been reached, or twelve (12) months after expiration of this Agreement.

## ARTICLE 8
## CIVIL SERVICE COMMISSION

**Section 1. *Ex Parte* Communications with Commission**

The parties agree that neither the City nor the Association shall have *ex parte* communications with any member of the Civil Service Commission concerning any Commission proceedings such as disciplinary appeals, promotional bypasses, or examination appeals. This section does not prohibit the Civil Service Director, the Director's staff, the City Attorney, or the City Attorney's staff from communicating with Commissioners to the extent necessary to perform their duties in connection with the Commission, provided that such communications are m accordance with applicable law and ethics requirements.

**Section 2. Agreed Scheduling of Disciplinary Hearings**

In any appeal of a suspension, including an indefinite suspension, the suspended Fire Fighter (or the Fire Fighter's designated representative) and the Fire Chief by written agreement may schedule or re-schedule the hearing on a date more than 30 days after the date the Commission receives the Fire Fighter's notice of appeal. Upon receipt of such written agreement, the Civil Service Director shall schedule the hearing on the agreed date unless a quorum of the Commissioners is unavailable. If a quorum of Commissioners is not available on the agreed date, the Director shall confer with the Fire Fighter (or the Fire Fighter's designated representative) and the Fire Chief to select a new date for the appeal hearing when the parties and a quorum of the Commissioners are available.

## ARTICLE 9
## WAGES & BENEFITS

**Section 1. BASE WAGES.**

**A. Policy.**

The parties' shared goal in this Agreement is to strive to increase Fire Fighters' base wages sufficiently to approximate increases in the local cost of living during that same time period for which the base wage increases are provided.

**B. Base Wage Increases.**

**1. For Fiscal Year 2017-2018**

Effective with the first full pay period after ratification of this Agreement, the pay scale attached hereto as Appendix A-1 shall apply to all Fire Fighters covered by this Agreement. Appendix A-1 reflects a 0.25% increase to current base wages.

2. **For Fiscal Year 2018-2019**

Effective with the first full pay period of Fiscal Year 2018-2019, the pay scale attached hereto as Appendix A-2 shall apply to all Fire Fighters covered by this Agreement. Appendix A-2 reflects a 0.5% increase to base wages over the pay scale attached as Appendix A-1.

**3. For Fiscal Year 2019-2020.**

Effective with the first full pay period of Fiscal Year 2019-2020, the pay scale attached hereto as Appendix A-3 shall apply to all Fire Fighters covered by this Agreement. Appendix A-3 reflects a 1.0% increase to base wages over the pay scale attached as Appendix A-2.

**4. For Fiscal Year 2020-2021.**

Effective with the first full pay period of Fiscal Year 2020-2021, the pay scale attached hereto as Appendix A-4 shall apply to all Fire Fighters covered by this Agreement. Appendix A-4 reflects a 2.0% increase to base wages over the pay scale attached as Appendix A-3.

**5. For Fiscal Year 2021-2022.**

Effective with the first full pay period of Fiscal Year 2021-2022, the pay scale attached hereto as Appendix A-5 shall apply to all Fire Fighters covered by this Agreement. Appendix A-5 reflects a 2.5% increase to base wages over the pay scale attached as Appendix A-4.

**Section 2. ADDITIONAL PAY ITEMS**

**A. Assignment and Specialized Functions Pay**

Commencing on the effective date of this Agreement, the following Assignment and Specialized Functions Pay items shall continue to be available in accordance with criteria and procedures adopted by the Fire Chief:

| | |
|---|---|
| Airport Fire and Rescue Pay | $150 per month |
| Bilingual Translation Pay* | $175 per month |
| Staff Schedule Pay<br>For each consecutive month in a Staff Position, for up to 24 months | $450 per month |
| For each consecutive month in a Staff Position, immediately following 24 months with no break in the Staff assignment | $600 per month |
| Special Operations Teams Pay | $150 per month |

*Bilingual Translation Pay applies, at a minimum, to the following languages: Spanish, American Sign Language, and Asian (Vietnamese, Cantonese, Mandarin, Thai, Korean, Japanese, and Malaysian). A Fire Fighter may receive Bilingual Translation Pay for only one (1) language.

**B. Longevity Pay**

1. On the effective date of this Agreement, the City will continue to pay Fire Fighters longevity pay in the amount of One Hundred Dollars ($100.00) per year for each year of service up to a maximum of twenty-five (25) years of service.

2. Beginning with the effective date of this Agreement, longevity pay shall be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the Fire Fighter's anniversary date. This change in payment of longevity does not affect the treatment of longevity for retirement and overtime purposes, and the City and the Fire Fighters shall continue making retirement contributions for longevity payments.

**C. Education Incentive Pay and Firefighter Certification Pay**

During the term of this Agreement, the City shall pay eligible Fire Fighters either Educational Incentive Pay or Firefighter Certification Pay at the rates specified in City of Austin Ordinance No. 20140306-010. To be eligible for such additional pay, the Fire Fighter must meet the criteria and comply with the requirements established by Part 2 of such Ordinance. A Fire Fighter shall not be entitled to receive both Education Incentive Pay and Firefighter Certification Pay.

**D. Reimbursements**

During the term of this Agreement, the following reimbursements will be paid in accordance with City policy:

1. Mileage paid for travel between stations;

2. Reimbursement of auto insurance deductible.

**E. Preemption**

Fire Fighters shall be entitled to the Wage and Benefit provisions in this Article, in current state statutes except as amended by this Article, and Department policy as of the effective date of this Agreement. No change to or adoption of any state statute, Executive Order, local ordinance, resolution, rule or policy after the effective date of this Agreement shall alter or add to the terms of this Agreement in respect to Wages and Benefits.

**Section 3. Assistant Chiefs**

A. The Fire Chief has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget. The base salary of each Assistant Chief shall be at least 12.8% higher than the base salary for the rank of Division Chief. The Fire Chief may designate one Assistant Chief as the Executive Assistant Chief or Chief of Staff, whose pay and benefits may be different than the other Assistant Chiefs.

B. Assistant Chiefs shall be compensated on a salary basis and are exempt employees for purposes of overtime compensation under applicable federal law.

C. Assistant Chiefs shall be entitled to wages and benefits as provided in this Article, and as to Assistant Chiefs, this Article shall totally preempt any provision for wages and benefits under state statute, including but not limited to Chapter 141, 142 and 143 of the Local Government Code, Executive Order, local ordinance, resolution or rule.

**Section 4. EMT Certification**

During the term of this Agreement, the Department shall have a policy requiring all Fire Fighters through the rank of Battalion Chief to maintain EMT certification at the EMT-B skill level. If a state of emergency exists in the City of Austin, the Chief may require any Fire Fighter to perform duties requiring EMT-I or EMT-P skill levels without additional compensation. If, however, the Chief requires Fire Fighters to perform duties requiring EMT-I or EMT-P skill levels when such a state of emergency does not exist, those Fire Fighters will be compensated on the basis of a market-based study.

**Section 5. Monthly Paid Compensation**

It is expressly understood and agreed that the City reserves the right to pro-rate and pay all monthly payments in bi-weekly equivalents.

**Section 6. Pay Averaging**

During the term of this Agreement, the City may discontinue the current practice commonly known as “pay averaging” if the City determines in good faith that such practice

violates the requirements of the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq.,* and its implementing regulations. The City will provide ninety (90) calendar days advance notice of the date the practice will be discontinued. Such notice will be provided to the Association President and will be posted on Fire Net.

**Section 7. Retirement Contributions**

During the term of this Agreement, the City's contribution rate to the Austin Fire Fighters Relief and Retirement Fund will continue to be no less than 22.05%.

## ARTICLE 10
## ASSOCIATION BUSINESS LEAVE

**Section 1. Association Business Leave**

**A. Creation of Association Business Leave**

Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

**B. Permitted Uses of ABL**

1. The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes.

2. For other Authorized Association Representatives, ABL may be used for Association business activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. Association business is defined as time spent in Collective Bargaining negotiations; adjusting grievances, attending dispute resolution proceedings, addressing cadet classes during cadet training (with prior approval of the time and content by the Fire Chief, or his/her designee), and attending union conferences and meetings. It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of ABL for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association Business Leave shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association Business Leave shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program. No Association Business Leave shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's vacation time for legislative and/or political activities.

**C. Written Request Required**

All requests for ABL must be in writing and submitted at least 3 business days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

**D. Approval of ABL Requests**

The Fire Chief or the Fire Chiefs designee shall approve timely ABL requests, subject only to the operational needs of the Department.

**Section 2. Funding and Administration of the Association Business Leave Pool**

**A. Manner of Funding**

For the timeframe between the effective date of this Agreement and through December 31, 2017, the City will fund a pro rata number of hours of Association Business Leave

to a pool of leave time to be used in accordance with this Article. Beginning January 1, 2018, and each subsequent year during the term of this Agreement, during the first ten (10) days of the calendar year, the City will contribute 5,600 hours of Association Business Leave to a pool of leave time which may be used in accordance with this Article. The City will track deductions from the pool as Association Business Leave is used.

**B. Administration of Pool**

Up to one thousand (1,000) hours remaining at the end of a calendar year will remain in the pool for use in the following year. However, at no time may the pool exceed sixty six hundred (6,600) hours. Up to one thousand (1000) hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

**C. Use of Association Business Leave by Association President**

Beginning January 1, 2018, the Association President shall be permitted up to 2080 hours of Association Business Leave from the pool balance per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. The Association President shall account for all leave time taken under such status through the Fire Chiefs office and such time shall be subtracted from the Association leave pool. The Association President will not be entitled to overtime pay from the City for any hours using ABL leave. The Association President may at any time be required to return to duty if an emergency situation exists. The Association President may also be assigned to any special projects at the discretion of the Fire Chief. The pool balance will not be reduced by any hours that the President actually works at the direction of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

**D. Administrative Procedures**

Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

## ARTICLE 11
## SHARED COMMUNICATIONS BETWEEN CITY & ASSOCIATION

**Section 1. Need for Shared Communications**

The parties have agreed that there may be times when shared communications will be necessary and desirable. When those occasions occur, the parties have agreed to certain principles, as detailed in this Article.

**Section 2. Principles and Goals of Shared Communications**

**A. Avoidance of Personal Attacks**

Whenever Fire Department management or the Association finds it desirable to communicate with members of the Department or the public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

**B. Co-sponsored events**

It is also a goal of shared communications that Fire Department management and the Association will identify and participate in co-sponsored events.

**C. Association Representation on Department Committees**

Finally, it is a goal that the Association locates and assigns Association representatives to Fire Department committees established by the Fire Chief to advise on policies or working conditions.

**Section 3. Shared Communications Systems**

**A. Association Bulletin Boards**

The Association shall be permitted to use Association bulletin boards located at Fire Department work sites, after approval of placement and number by the Fire Chief. The Association's bulletin boards will be monitored by both Association battalion stewards and by station officers for content. The following Guidelines shall apply to materials posted on the bulletin boards:

(1) There shall be no personal attacks or inflammatory statements;

(2) All materials shall be directed toward dissemination of general Association information and advising members of events, meeting, and functions;

(3) Department property (bulletin boards on AFD premises, the Pony, and email) is for public business only, and is not dedicated or made available for expressing or debating views or issues, or for any type of political campaign or election information or endorsements (this limitation does not apply to elections for Association officers, provided that only brief notices naming the individual rank, years of service and Association office sought shall be permitted);

(4) Any concerns about the content of posted material shall be brought to the attention of the Association President or designee for review and adjustment as soon as the concerns are noticed. The objectionable material shall be removed from the bulletin board until final determination. An Association notice may include a simple reference to another source for further information such "See AFA Web Page or the Smoke Signal"; and

(5) The Fire Chief retains the final decision as to whether Association materials may be posted on bulletin boards except as to the items noted in (B) 1-5 below, which may be posted without prior approval.

**B. Association Use of the Pony and Station Computers and Printers**

The Association may also request approval to distribute specific Association materials to the stations through the Department's inter-office mail system (the "Pony"). The Fire Chief, or her/his designee, shall not unreasonably deny such permission. With approval of the Fire Chief, or designee, the Association may be granted approval to use station printers and computers for rapid dissemination of information. After initial approval of a particular type of routine communication, subsequent approval of these types of communications is not required. Use of the Pony or the Department's computers to disseminate information without prior approval shall be limited to members of the Executive Board and the Association President, on the following categories:

(1) Items approved by the Executive Board of Local 975 and certified by the Board as in compliance with the provisions of this Article;

(2) Dissemination of Local 975 meeting agendas;

(3) Special notices of Association events, activities, member opportunities, public service announcements such as "Fill the Boot" or reminders to vote;

(4) Notices of committee meetings; and

(5) Notices of family member deaths.

Materials distributed in the Pony or on computer shall meet the same Guidelines as contained in Section 3.A. above regarding bulletin boards. Other communications between Fire Department Management and Association Representatives may be included by advance approval.

**C. Other Association Distributions**

Except for the categories specifically permitted without advance approval, the Fire Chief retains the final decision as to whether Association materials may be distributed on or using Department property. A copy of any material sent without prior approval shall be provided by email or photocopy for the Executive Staff.

**Section 4. Joint Communications**

In order to reduce the amount of rumors in the Department, the parties have agreed to certain methods of joint communications. These include, but are not limited to including a column in any Fire Department publication (should one again be published in the future) in which the Association will be permitted to address rumors. The Association also will permit the Fire Chief space for a column in the "Smoke Signal" (or other successor publication) in which to address rumors. If both parties agree, members of Fire Department management and the Association may make joint appearances at Departmental meetings in order to address critical communications.

## ARTICLE 12
## LEAVE PROVISIONS

### SICK LEAVE

**Section 1. Sick Leave Accrual Rates**

Sick leave shall be accrued at the following rates.

| | |
|---|---|
| 53-hour week employees | 7.50 hours per pay period |
| 40-hour week employees | 5.00 hours per pay period |

**Section 2. Sick Leave Use**

A. The use of sick leave will be allowed in case of health care appointments, personal illness, or physical incapacity of an employee. It will also be allowed when a Fire Fighter is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition.

B. Sick leave may be taken in intervals of one-quarter hour for all time that the employee is absent during a regular work day.

**Section 3. Payment of Sick Leave upon Separation**

Upon separation, maximum payout of sick leave shall be as follows:

| | |
|---|---|
| 53-hour week employees | 1080 hours |
| 40-hour week employees | 720 hours |

### VACATION LEAVE

**Section 4. Vacation Accrual Rates**

Vacation leave shall be accrued at the rates in effect for Fire Fighters as of October 1, 2014.

**Section 5. Leave Accruals for Certain Fire Fighters on Forty Hour Workweek**

Those Fire Fighters who work a forty hour workweek and those who volunteer to work four 10-hour days per work week, shall have their leave accruals calculated as follows: Leave shall be accrued on the basis of an eight (8) hour day rate. Leave must be used on an hour-per-hour basis.

**Section 6. Vacation Use**

All vacation leave shall be scheduled and used in accordance with Department procedures approved by the Fire Chief, which shall include a vacation selection process based on seniority. The procedures may permit approval of vacation for up to two Fire Fighters per unit assigned to the same station regardless of the unit to which they are assigned.

**Section 7. Vacation Slots**

The number of vacation slots that each Battalion will receive per shift will depend on the

number of Fire Fighter positions (excluding Battalion Chiefs) assigned to that Battalion based on the ratio of one vacation slot for every seven (7) Fire Fighter positions (excluding Battalion Chiefs) or fraction thereof.

**Section 8. Extra Vacation Slots on Certain Holidays**

The parties recognize that having one extra vacation slot available per Battalion per shift on Thanksgiving and Christmas is desirable. Therefore, the City agrees to permit one additional Fire Fighter per Battalion and per shift to schedule vacation time for the shift of, the shift before and the shift after Thanksgiving and Christmas. These slots will be in addition to those permitted under Section 7 above.

**Section 9. Vacation: Maximum Leave Accruals**

Maximum accrual of vacation shall be as follows:

| | |
|---|---|
| 53-hour week employees | 600 hours |
| 40-hour week employees | 400 hours |

The Fire Fighter will not receive financial compensation for any hours in excess of the cap.

**Section 10. Vacation/sick Leave Buyback**

During the first year of this Agreement, the City will budget up to $500,000.00 for vacation/sick leave buyback, available on a first come, first served basis. If the employee elections as allowed under this Section exceed this dollar amount, the sick and/or vacation leave bought back by the City shall be reduced pro-rata for all persons who elected to participate. No employee shall lose any leave balance which is not purchased.

Vacation/sick leave buyback is available at the end of each six-month period covered by this Agreement (commencing April 1, 2018) for each year in which the program continues to:

(1) Operations Fire Fighters who have used 24 hours or less of sick leave during the immediately preceding six-month period, and

(2) Non-Operations Fire Fighters who have used 16 hours or less of sick leave during the immediately preceding six-month period.

The City Manager, at his/her sole option, may continue the vacation/sick leave buyback program in subsequent years of the Agreement. The Manager's decision to continue the option in any subsequent year will not bind the Manager to continue it in other years.

Employees will be permitted to sell back accrued leave, to the extent and under the limitations set forth in this Section.

(a) Members must have a minimum sick leave balance of 240 hours in order to be eligible for the Buy Back program; and

(b) The Buy Back program will be capped at a maximum 24 hrs per individual per each six month period, 48 hours total for the fiscal year; and
(c) For 40 hour week staff members the Buy Back program will be capped at a maximum 8 hrs per individual each six month period, 16 hrs total for the fiscal year

Employees must elect to sell back in writing, on or before October 1, and April 1, respectively for each immediately preceding six (6) months of each sell back year, using a form provided by the Chief or his designee. Payments shall be made in the months of November and May, respectively, of the applicable year should the program be continued in any year after the first year of the Agreement.

Catastrophic Sick Leave donations shall not be counted as Sick Leave Used.

**Section 11. Payment of Vacation Leave Upon Separation**

Upon separation, maximum payout of vacation leave shall be as follows:

| | |
|---|---|
| 53-hour week employees | 360 hours |
| 40-hour week employees | 240 hours |

**Section 12. Accruals**

Sick leave and vacation leave shall accrue only in pay periods for which benefits accrue.

**Section 13. Family and Medical Leave**

The provisions of the City of Austin Personnel Policies shall apply to the use of leave pursuant to the Family and Medical Leave Act (FMLA).

## EMERGENCY LEAVE

**Section 14. Availability and Amount of Emergency Leave**

Emergency Leave is available to be used only for a death in the Fire Fighter's immediate family. A Fire Fighter on a 53-hour week is allowed four (4) days [forty-eight (48) hours] of Emergency Leave. A Fire Fighter on a 40-hour week is allowed five (5) days [forty (40) hours] of Emergency Leave. Emergency leave may be used on no more than four (4) occasions per calendar year, unless the Fire Chief grants a hardship exception to this limit.

**Section 15. Emergency Leave Not Subtracted from Other Leave**

A Fire Fighter's leave balances will not be reduced by usage of Emergency Leave.

## CATASTROPHIC LEAVE

**Section 16. Catastrophic Leave**

The Department shall establish a procedure whereby sick leave may be donated and used. The Department will establish criteria for the donation and use of hours for the identified need, and the

appropriate amount of donated hours. Included in the criteria will be a one-hour minimum donation and a specified beginning and ending date for the donation period. This procedure shall be subject to final approval by the Fire Chief before it is implemented. All requests for use of donated sick leave will be subject to approval of the Fire Chief.

## MILITARY LEAVE OF ABSENCE

**Section 17. Military Leaves of Absence**

Military leave for annual duty in the military reserves or national guard will be granted in accordance with Local Government Code Section 143.072, plus an additional 48 hours for a Fire Fighter assigned to a 53 hour work week. A leave of absence for initial military training or a recall to active military duty will be granted in accordance with Local Government Code Section 143.072. Notwithstanding any provision of Section 143.072 of the Local Government Code, neither military leave nor military leave of absence requires approval of the Civil Service Commission.

## HOLIDAYS

**Section 18. Holidays**

The following official holidays for City employees will be observed for Fire Fighters during the term of this Agreement. If a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on Sunday, it will be observed on the following Monday.

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving | Friday after Thanksgiving |
| Christmas Eve* | December 24 |
| Christmas Day* | December 25 |
| Two Personal Holidays** | Open |

*Department policy and procedure will specify how these adjacent holidays are observed when either or both of them fall on a Saturday or Sunday.

**Personal holidays will be used in accordance with Department policy and procedure. One of the two personal holidays will count as the Fire Fighter's September 11 holiday. Both parties agree this section is in compliance with the state statute regarding the September 11 holiday for Fire Fighters.

## EXCEPTION VACATION

**Section 19. Exception Vacation**

Exception vacation hours are hours banked in a separate leave account as each holiday occurs. Use of exception vacation hours is subject to the same Department policies and procedures that apply to use of regular vacation hours.

**Section 20. Maximum Accruals.**

Maximum accrual of exception vacation shall be as follows:

| | |
|---|---|
| 53-hour week employees | 264 hours |
| 40-hour week employees | 176 hours |

The Fire Fighter will not receive financial compensation for any hours in excess of the cap.

**Section 21. Payment of Exception Vacation Upon Separation**

Upon separation, maximum payout of exception vacation shall be as follows:

| | |
|---|---|
| 53-hour week employees | 264 hours |
| 40-hour week employees | 176 hours |

## ADMINISTRATIVE LEAVE

**Section 22. Administrative Leave**

Fire Fighters may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose authorized by the Fire Chief.

**Section 23. Preemption**

Fire Fighters shall be entitled to the Leave provisions in this Article and Department policy as of the effective date of this Agreement. Such entitlements shall not be changed during the term of this Agreement, and shall preempt any inconsistent Leave provisions under Chapters 141, 142, and 143 of the Texas Local Government Code. No change to or adoption of any state statute after the effective date of this Agreement shall alter or add to the terms of this Agreement in respect to Leave. Additionally, such entitlements shall totally preempt Council Resolution No. 20130822-018 in its entirety, and that portion of Council Resolution No. 20130620-015 amending City of Austin Personnel Policies Chapter A, Section III.B.1.c.(2) Parental Leave Benefit. The remainder of Council Resolution No. 20130620-015 is not preempted by this Article.

## ARTICLE 13
## PERSONNEL DEPLOYMENT

### Section 1. Trading Assignments

Two Fire Fighters of the same rank may trade or "swap" assignments in accordance with this procedure. An agreed swap must have the approval of the appropriate Battalion Chief and the next level supervisor. The swap must be made voluntarily by each Fire Fighter. No Fire Fighter may enter into a swap if he/she is high enough on a promotional eligibility list to make his/her promotion from that list likely. There shall be no swaps involving more than two Fire Fighters. If the swap is between Combat Operations and a Staff Section, it must be with the most senior member of that Staff Section who desires to return to Combat Operations. A member who swaps into a Staff assignment is required to remain in that assignment as described in Section 2.D. Any manipulation of the swap procedure by any Fire Fighter or supervisor shall be grounds to disallow the proposed swap.

### Section 2. Policy on Transfers to Open Assignments

#### A. "Open Assignment" Defined

For purposes of this Agreement only, an "open assignment" is a Civil Service position of any rank from Fire Fighter through Battalion Chief which has been vacated for any reason, including but not limited to retirement, resignation, termination, promotion, or transfer. New positions authorized by the City Council are also "open assignments."

#### B. Policy

The Fire Chief will issue a General Order that will include provisions establishing posting parameters including: posting of open assignments within ten (10) days after they occur; a minimum of ten (10) days posting period; providing for an application and selection process; and providing written feedback to all applicants who request same. Once an assignment has been posted, it will remain posted on the Fire Department intranet until filled.

#### C. No selection for open assignment

If no selection is made for an open assignment advertised by a Battalion Chief, the Fire Chief may, at his/her discretion:

1. Leave the assignment open;

2. Fill the assignment with a staff person, if possible;

3. Fill the assignment by promotion;

4. Fill the assignment with a recent academy graduate (if the opening is an assignment in the Fire Fighter rank); or

5. Fill the assignment by transfer.

**D. Two-Year Stay In Staff**

1. Fire Fighters who promote or transfer to a staff assignment (40 hours per week) or any other assignment for which assignment pay is received (except bilingual pay) shall ordinarily stay in the assignment for a minimum of two years.

2. A Fire Fighter who is nearing completion of a staff assignment may apply for an open assignment in Operations. If accepted for such assignment, the Fire Fighter will be placed in that open assignment as soon as operational needs of the Department allow, but no sooner than the pay period in which the Fire Fighter's two year staff assignment anniversary date occurs. The assignment will be reserved for the accepted Fire Fighter until such time that he or she is released from the staff assignment. If the Fire Fighter is not selected for the requested position, the Fire Fighter will, as soon as he/she has served 24 months in the staff assignment and as soon as operational needs allow, be placed in another vacant Operations position.

**E. Transfer Procedures**

The procedures to be followed in transferring Fire Fighters to "open assignments" are contained in the General Orders. If a Fire Fighter can document that they have applied for at least three open positions and has failed to be awarded any of them, the Fire Fighter may request that his/her transfer request be elevated to the Division Chief level. The Division Chief will investigate the situation and will assist the Fire Fighter in placement to an open position as soon as operational needs of the Department allow.

**F. Awarded Positions**

Once a position has been awarded to a Fire Fighter, the Fire Fighter may not be removed from that position without a documented business need. A position occupied for six months will become an awarded position.

**Section 3. Shift Trading Privileges**

A. During the term of this Agreement, the Department shall have a policy providing for the trading of shifts/time, and Kelly shifts, among Fire Fighters. The policy shall provide flexibility for Fire Fighters to make such trades, provided that the trades do not compromise the integrity of the firefighting company or the business needs of the Department.

B. The City has agreed to facilitate the Fire Fighters' shift exchanges where the Fire Fighters do so at their sole option and for their convenience. The City offers Fire Fighters no incentive, encouragement, benefit, or promise of reward or advantage to Fire Fighters in connection with providing this option. The City retains the right to make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime laws and regulations, including but not limited to 29 C.F.R.§§ 553.31 and 553.227, governing the

City's involvement, regulation, or approval of firefighter participation in this voluntary option.

**Section 4. Maternity Alternative Duty Status**

For safety purposes, Fire Fighters who learn that they are pregnant may report their condition as soon as practical to their immediate supervisor and report for Alternative Duty. Alternative Duty may be worked during the term of the pregnancy. The Fire Chief, on a case-by-case basis, may authorize post-delivery Alternative Duty status.

**Section 5. Discretion of Fire Chief**

Nothing in this Article shall be construed as limiting the Fire Chief's authority to determine personnel assignments.

## ARTICLE 14
## HOURS OF WORK

**Section 1. Employees Working 53-Hour Weeks**

Employees who work a 53-hour week shall work one twenty-four (24) hour work shift and forty-eight (48) hours off duty. This shift schedule results in an average of fifty-three (53) hours per week. This shall be accomplished by scheduling eighteen (18) twenty-four (24) hour regular shifts and one (1) twenty-four (24) hour Kelly shift.

**Section 2. Employees Working 40-Hour Weeks**

The basic work week shall be forty (40) hours per week for all Fire Fighters who are not assigned to work a 53-hour week.

**Section 3. Changes by Mutual Agreement**

By mutual agreement, the Fire Chief and the Association's Executive Board may agree to change the hours of work set out in this Article.

## ARTICLE 15
## OVERTIME

**Section 1. Overtime Rates**

A. Except as may otherwise be specified in this Agreement, all Fire Fighters shall be compensated at the overtime rate of one and one-half (1.5) times the Fire Fighter's regular rate for all hours worked over the applicable overtime thresh-hold prescribed by the FLSA. For purposes of computing overtime, all approved paid leave time, except sick leave and regular vacation leave, shall be calculated as hours worked.

B. "Regular rate" or "regular rate of pay" for the calculation of overtime shall have the meaning prescribed by the FLSA (in accordance with 29 CFR Sections 778.107 through 778.109 and 778.113).

C. Overtime worked at the beginning or end of a Fire Fighter's shift shall be to the nearest quarter hour for the actual time worked. Overtime that occurs as the result of being called back for duty, and is not a continuation of the Fire Fighter's shift, will be paid to the nearest quarter hour for the actual time worked with a minimum of two (2) hours provided.

**Section 2. Overtime Rules**

A. During the term of this Agreement, the Department shall have a policy regarding overtime work in the Operations Division. The policy shall provide for constant staffing of the Operations Division. The City agrees to a consistent and predictable application of its policy regarding overtime, provided that the application of the policy does not compromise the integrity of the firefighting company or the business needs of the Department. Overtime will be paid, when necessary, to maintain staffing levels established by the Fire Department's staffing policies.

B. Overtime shall be paid consistent with Section 1 of this Article to an individual for hours worked during his/her regularly assigned Kelly Shift. Fire Fighters will not be considered for overtime while working a Kelly trade.

C. Fire Fighters on their Kelly shift who have placed their name on the overtime Signup list will be offered overtime first and generally be released last. Within this group, Fire Fighters with the lowest total "personnel shortage" overtime hours year to date, regardless of rank, will be offered overtime first. If, after utilizing this process, overtime is still necessary, additional members will be selected by a process that does not compromise the integrity of the firefighting company.

**Section 3. On Call Status**

The Fire Chief shall continue a program of providing additional pay for Fire Fighters who are required to be on call while off duty, which will be consistent with the Department’s On Call Policy as it currently exists, or as amended in the future.

**Section 4. FLSA Exemption**

It is understood and agreed that the City is entitled to the partial exemption under 7(k) of the FLSA (29 U.S.C. §207(k)) and that the Fire Fighters assigned to the Operations Division meet

the test for the 7(k) (also referred to as the 207k) partial exemption.

## ARTICLE 16
## PROMOTIONS, DEMOTIONS, & REINSTATEMENTS

**PROMOTIONS**

**Section 1. Purpose and Objective**

The Association hereby agrees to the deviations from Chapter 143 promotion procedures specifically authorized by this Article. Except as allowed by this Article, the City will comply with the promotion procedures specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.

**Section 2. Challenges to the Promotional Process**

In the event of a lawsuit or administrative claim asserted against the Association based on an allegation that a deviation by the City from Chapter 143 promotion procedures authorized by this Article violates a state or federal law, the City will reimburse the Association for sums paid as damages in such lawsuit or settlement, and for sums paid as attorney's fees and court costs in defending such lawsuit or claim, subject to each of the following required conditions:

1. The Association will fully and vigorously defend the claim on the merits.

2. The City has the right to approve the amount of any settlement of any such claim against the Association.

3. The Association will not assert a claim against the City based on an action by the City that was required by the terms of this Article.

4. Reimbursement for amounts paid as damages or settlement will be made after resolution of the lawsuit by either final judgment in court (including appeals), or settlement approved by the City.

5. Reimbursement for attorney's fees and costs will be ongoing as such fees and costs are paid by the Association. The City will reimburse the Association for attorney's fees at the actual hourly rate normally paid by the Association to the attorney, and in any event no greater than the average hourly rate paid by the City for outside counsel during the preceding fiscal year.

6. The City's total liability for damages and/or fees and costs under this Section will not exceed one hundred fifty thousand ($150,000.00) dollars for the term of this Agreement, regardless of the number or size of claims asserted against the Association.

**Section 3. Promotional Examinations – General Provisions**

**A. Scheduled Examination Dates & Rescheduling Exams**

Prior to the effective date of this Agreement, the Chief will establish an examination schedule for all tested ranks, and publish the schedule as Appendix B to this Agreement. No promotional list shall extend longer than six (6) months after the expiration of the Agreement. Scheduled promotional examinations shall be held as provided in Appendix B of this Agreement unless the prior eligibility list is earlier exhausted, in which case the provisions of subsection F

apply. The Department may require members to sign up to take the examination according to the terms specified in the notice of the exam. The actual date of the exam may be rescheduled for up to sixty (60) days in the event of circumstances beyond the City's control, including but not limited to extraordinary weather events or other emergencies. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination, notwithstanding section 143.029. Only members eligible as of the original posted date of the examination shall be eligible to sign up for and take the examination.

**B. Effective Date of Promotions, Back Pay Liability**

With the exception of the initial scheduled examination dates for each rank, meeting the scheduled examination dates provided for in Appendix B or the re-scheduled date of an exam as allowed in Subsection A, precludes any liability for back pay for that position, provided that the promotion occurs within sixty (60) days after the scheduled examination date or within sixty (60) days after the date of an un-scheduled examination under Subsection F. A promotional delay beyond the sixty (60) days, caused by an Assessment Center appeal filed by any promotional candidate pursuant to Section 14.A.2, precludes any liability for back pay for that position. The right to back pay shall not be affected as to the initial examinations given under the schedule in Appendix B. The right to a retroactive promotion date and seniority shall not be affected as to any examination given during the life of this Agreement.

**C. Eligibility**

Subject to Subsection A. above and Section 4 below, all candidates for promotion must meet the requirements of Local Government Code §§143.028 and 143.030.

**D. Pass Not Promote Points**

If a Fire Fighter takes a promotional exam for the rank of fire specialist after December 20, 2009, and passes but does not promote from the resulting eligibility list, the Fire Fighter will receive one (1) point on his/her written exam raw score (after the application of the criteria for breaking ties) in future promotional examinations for the same rank. A maximum of two (2) PNP points may be awarded.

**E. Seniority Points**

Except as modified by this subsection, nothing in this Agreement preempts Local Government Code Chapter 143.033. If the candidate receives a passing written examination score, seniority points shall be added to the candidate's composite score on the testing battery.

**F. Unscheduled Tests Necessitated by Exhausted Eligibility Lists**

If a promotional eligibility list for a rank is exhausted more than 90 days prior to the next scheduled promotional exam for that rank, the City may conduct an un-scheduled promotional exam for that rank as follows:

1. The date of the unscheduled written examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The unscheduled exam, including any Assessment Center, will be conducted in accordance with the requirements of this Article.

3. The resulting Eligibility List will be created in accordance with the requirements of this Article, and will last for twelve (12) to twenty-four (24) months from the date of the written examination. The duration of the list shall be specified in the posting for the written promotional examination.

4. The date of the next scheduled exam will be during the month which is 12-24 months after the date of the unscheduled exam, if the new exam date would occur before the expiration of this Agreement.

5. If the new date for the scheduled exam is less than one year prior to the expiration of this Agreement, the Eligibility List created as a result of the exam will expire six (6) months after the Agreement's termination date.

**Section 4. Promotional Process for Captains & Battalion Chiefs**

**A. Structure of Process**

1. Vacant positions in the ranks of Captain and Battalion Chief shall be filled from an eligibility list created by a promotional process consisting of a Written Examination and an Assessment Center conducted in accordance with this Article.

2. The Fire Chief, with the assistance of the Promotional Process Consultant (third party vendor), will develop and implement the promotional process which will include a written test and an Assessment Center, covering subject matters as determined by the Chief.

3. The written examination score will be at least fifty percent (50%) of the composite score, unless the City's Promotional Process Consultant identifies a psychometric reason for weighting the written examination score at less than fifty percent (50%) of the composite score. If the Consultant identifies such a psychometric reason, the change to the weighting of the written examination score shall not be subject to challenge by the Association, either through a contract grievance or in court, unless there is evidence that the reason was obtained by intentional misconduct or clerical error.

4. The City's Promotional Process Consultant will certify that that the promotional process is valid in accordance with accepted professional standards, such as the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selection Procedures* (SIOPS). This certification, a copy of which will be provided to the Association, shall serve as conclusive evidence of promotional process validity, and such validity shall not be subject to challenge by the Association, either through a contract grievance or in court, unless there is evidence that the certification was obtained by intentional misconduct or clerical error.

5. The Association retains the ability to file a grievance contesting whether the City has complied with the provisions of this Article, but will not otherwise bring or support any legal action challenging the City's implementation of this Article. This does not preclude the Association from bringing suit or seeking to intervene in litigation for the sole purpose of defending a promotional process implemented in accordance with this Article, neither does it

preclude the City from contesting such suit or intervention.

**B. Written Examinations**

1. The date of the Written Examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The Promotional Process Consultant will determine whether or not to have a passing cut off score as a condition of proceeding to the Assessment Center portion of the examination.

**C. Assessment Centers**

1. Parties Devising & Conducting Assessment Centers

(a) The Assessment Center process shall be administered by a Promotional Process Consultant (third party vendor) designated in accordance with this Article. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin.

(b) The assessments themselves, which will be video recorded, shall be performed by an Assessment Center Panel consisting of three (3) members designated in accordance with this Article. An individual candidate's assessment will not be conducted in the presence of other promotional candidates, and may be given at different times from other candidates.

2. Oversight Committee

(a) An Oversight Committee ("OC") shall be appointed in accordance with this Article and shall have the responsibilities set forth below. The purpose of the OC is to identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the Request for Proposal (RFP). The OC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of the vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The OC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which include a recommendation for its choice of vendors to the Fire Chief. The Association may appoint two voting members to the OC. The remaining three voting members of the OC will be appointed by the Fire Chief and the Director of Civil Service. The Director of Civil Service may also add two additional non-voting members from persons in departments that regularly are a part of the RFP process. The Director of Civil Service, in consultation with the Fire Chief, will draft the Request for Proposal and participate with the

OC in all phases of the process. No employee who is then a candidate for promotion to Lieutenant, Captain or Battalion Chief shall serve on the Oversight Committee.

(b) The third party vendor (once awarded), upon request of two or more members of the OC, will meet with them and discuss the methods used in developing the testing processes.

3. Assessment Process Panel

The Assessment Process Panel (the "Panel") shall consist of three (3) members. The Promotional Process Consultant shall be responsible for the recruiting, training, and selection of the Panel members. None of the Panel members may be current, former, or retired employees of the City of Austin. None of the Panel members may have any relationship with any candidate participating in the Assessment Center. All members of the Panel shall have at least one (1) year of experience, within the last five (5) years immediately preceding the Assessment Center, as a fire service professional in the same or higher rank being assessed in a fire department having a minimum staffed strength of four hundred (400) fully paid career fire fighters. The same Panel of three (3) members will assess the entire candidate pool for any given scenario or discrete portion of the assessment center. This provision shall not apply to any candidate taking a promotional examination by virtue of rights granted under USERRA.

4. Posting and Orientation

The date(s) of the Assessment Center shall be posted at least ninety (90) days prior to the date(s) specified for the Assessment Center. If the date(s) of the Assessment Center are postponed, the new date(s) shall be posted at least ten (10) days prior to the new date(s). A brief description of the criteria and subject areas for the Assessment Center will be posted at least ninety (90) days prior to the date of the Assessment Center. All candidates will be invited to attend a classroom orientation concerning the Assessment Center process. The invitation will be posted on FireNet at least ten (10) days prior to the date of the orientation.

5. Debriefing Opportunity for Candidates

After the Assessment Center process has been completed, for each candidate who files a request there will be a process for a voluntary, individual debriefing, at which time the candidate will receive information concerning his or her scores and the weight of the components of the testing process. Notwithstanding Section 4.C.6 below, upon request a Fire Fighter may review the video of his/her own assessment center as a part of the debriefing process.

6. Confidentiality of Assessment Centers

The City and the Association agree that promotional Assessment Centers conducted in accordance with this Article, including any video recording of the assessments, are a scored component part of a Promotional Examination, used in like manner as the scored written examination, and are therefore confidential pursuant to LGC Section 143.032(h).

**D. Composite Scores from Written Examination and Assessment Center**

A candidate's total score resulting from the promotional procedure shall be based on a composite of scores combining the final Written Examination and the Assessment Center

scores, as determined by the Promotional Process Consultant. The total credit for all combined exam components will be 100% of the candidate's total score, and will be allocated as part of the test design, subject to the requirements of Section 4.A.3. The maximum number of points available for any single examination component will be determined through the test design, with the promotional consultant, which may include the job analysis process with Subject Matter Expert (SME) input. The allocation between the two procedures will be published as soon as practicable prior to the date of the written examination.

**E. Creation of Eligibility List**

1. Candidates who successfully complete all of the Assessment Center testing processes will be placed on an eligibility list in rank composite score order. A final composite score list will be issued by the Promotional Process Consultant for each Assessment Center completed. The Director of Civil Service shall produce the eligibility list from which vacant positions shall be filled in rank order. The eligibility list shall rank all candidates based on the candidate's composite scores from the Written Examination and the Assessment Center, together with any seniority points.

2. If, after the expiration of the deadline to file an appeal, no appeals have been filed, the Civil Service Office shall post the eligibility list and the list shall become effective on the date of the written exam. If, during the time to file an appeal, an appeal has been filed, the Civil Service Office shall then submit the list for certification to the Civil Service Commission.

3. If, for any reason, an effective eligibility list needs to be corrected, the Civil Service Office shall correct the list and submit the corrected list for certification to the Civil Service Commission. If the Commission chooses to certify a corrected list, the effective date of the list shall remain the same as the original effective date. In the event of a clerical or electronic error in computing the test score, 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.

**Section 5. Life of Eligibility Lists Created Under This Agreement**

Notwithstanding the provisions of Local Government Code §143.036, the life of each promotional eligibility list created during the life of this Agreement will be determined by the Chief, but in no event shall be less than twelve (12) months or more than twenty-four (24) months from the date of the written examination, notwithstanding any pending disputes, appeals or litigation concerning an applicant's score or right to promotion. The duration of the list shall be specified in the posting for the written promotional examination.

**Section 6. Existing Promotional Eligibility Lists**

Promotional eligibility lists that exist on the effective date of this Agreement will be used to fill promotional vacancies in the ranks for which they were created until they expire. Division Chiefs promoted from Civil Service promotional lists may not be demoted involuntarily except in accordance with Local Government Code §143.054 or §143.085.

**Section 7. Eligibility to Promote to Fire Specialist**

Fire Fighters wishing to take the civil service promotional examination for the rank of Fire Specialist must be approved Relief Drivers. All Fire Fighters will be provided an opportunity to

take the Relief Driver course at some point prior to the date they become eligible to take the Fire Specialist promotional examination.

**Section 8. Unlawful Impact**

The City agrees that it will not change the promotional process for any rank, once adopted for a promotional cycle, unless a court determines that the promotional process is unlawful. If the Department of Justice or the EEOC/TWC determines that reasonable cause exists to believe that the process is unlawful, the City and the Association will engage in informal discussions with the DOJ or the EEOC/TWC to determine whether to implement any changes or adjustments acceptable to the DOJ or the EEOC/TWC which otherwise comply with applicable law. Prior to any changes to the process being implemented, the Association must agree to such changes, unless the changes are ordered by a court.

**Section 9. Promotions to Division Chief and Assistant Chief**

**A. Promotions by Appointment Allowed; Appointment Procedure**

1. Except as herein specified, promotions to the rank of Division Chief and Assistant Chief will be made by use of the appointment procedure specified in Local Government Code §§143.014(b) & (e)-(h), except that appointees must hold the rank of Captain or above. Fire Fighters appointed to such positions must have all the qualifications specified, and will have all rights and remedies afforded them under §143.014, including but not limited to the appeal rights provided in §§143.014(h).

2. During the term of this Agreement, the total number of Division Chiefs and Assistant Chiefs may not exceed fifteen (15). The total number of appointed Division Chiefs and Assistant Chiefs may not exceed ten (10).

3. The Fire Chief may not make an appointment to the rank of Division Chief pursuant to this Section, until the Civil Service Promotional Eligibility List for the rank of Division Chief in existence on the effective date of this Agreement either expires or is exhausted prior to the date of its expiration.

**B. Promotions by Appointment; When Allowed**

1. If a vacancy occurs at the rank of Division Chief or Assistant Chief, the Fire Chief shall have a window of forty-five (45) days, from the date of the vacancy, to fill the vacancy by appointment pursuant to Section 9.A(1) of this Article. No Fire Fighter shall acquire an equitable property right in that vacant position or a primary right to a promotion unless the vacancy remains after the expiration of the forty-five (45) day window. For purposes of this Subsection, a vacancy occurs when an existing Division Chief or Assistant Chief position is vacated pursuant to LGC Chapter 143.036(a), or when a newly created Division Chief or Assistant Chief position is established by ordinance. This subsection shall not affect the status of individuals on existing promotional eligibility lists, other than the ranks of Assistant Chief and Division Chief, on the date a vacancy occurs as provided in Chapter 143.

2. The Fire Chief may not fill the vacancy by appointment unless:
   (a) The Chief makes the appointment effective within the forty-five (45) day window, and

(b) On the date of the appointment, the total number of appointed Fire Fighters (excluding the Fire Fighter to be newly appointed) in the combined ranks of Division Chief and Assistant Chief is fewer than ten (10).

(c) If the Chief does not fill the vacancy by appointment within the 45 days, Sections 143.036(a) and 143.036(e) shall apply for purposes of determining when the vacancy occurred and the timelines for filling that vacancy.

3. If a vacancy is not filled by appointment, the vacancy shall be filled in accordance with the promotional process for Captains & Battalion Chiefs set forth in this Article.

4. The forty-five (45) day window provided for by this Subsection shall be excluded in determining whether a promotional candidate is entitled to back pay based on the date of his/her promotion.

**C. Qualifying Criteria**

1. The Fire Chief shall establish, in writing, required qualifying criteria for appointed positions, which are in addition to the qualifications listed in Local Government Code §143.014, and may include management experience, education, training, and special experience.

2. The Fire Chief may not make an appointment until the required qualifying criteria are established as prescribed by this Subsection.

3. The Fire Chief may remove without cause a person appointed under this Section, subject to the person's rights under Local Government Code §143.014(g).

**Section 10. Shift Commander Assignment**

The Fire Department will maintain a minimum of three (3) Shift Commander assignments which will be filled by a Division Chief with a minimum of two (2) years of experience in Operations in the rank of Battalion Chief, or who attained the rank of Division Chief through competitive examination. The requirement to fill the Shift Commander assignment in this manner will extend beyond the expiration date of this Agreement for six (6) months, or until every promotional list created under this Agreement has expired, whichever is later. This provision may also be extended as a result of any extension of this Agreement under Article 30.

## WRITTEN PROMOTIONAL EXAMINATION APPEAL PROCESS

**Section 11. Application of this Process**

The appeal process specified in this Article applies to appeals by individual candidates regarding the grading of their written promotional examinations. Any challenges to the administration of a written promotional examination shall be made in accordance with the provisions of Chapter 143 of the Texas Local Government Code.

**Section 12. Appeals Criteria**

A. In appeals from written promotion examinations, criteria will be applied to judge the merits of an appeal. The criteria are established in this Section, but may be modified by the Appeals Criteria Committee ("ACC") as provided in this Article. In judging the merits of an appeal the Employee Review Committee ("ERC") described in this Article shall apply only the criteria listed in this section. If, however, the ACC has modified the criteria, the modified criteria will be used by the ERC. The Civil Service Commission must apply the criteria as well, but may add any other criteria it deems relevant to judge the merits of an appeal. All appeals must be on the form prescribed by the Director of Civil Service and must meet the following criteria for the appeal to be submitted to the Civil Service Commission:

1. The form must be completed in the Fire Fighter's own handwriting, must be legible and must contain the following:
   (a) Fire Fighter's name and TXFIR number;
   (b) Name of the exam;
   (c) Question # being appealed;
   (d) The reason(s) why the question or exam is being appealed; and
   (e) The date.

2. The form must be completed so that it challenges a specific question.

3. The form must state or list clearly the specific reason(s) for the appeal and must refer only to the approved source material list used to formulate the questions.

4. All support materials cited in or attached to the appeal form must come only from the approved source material list.

5. Unless the criteria for appeals are altered or modified by the Appeals Criteria Committee, appeals must be based on at least one of the following reasons:
   (a) There is more than one correct answer.
   (b) There are no correct answers.
   (c) The question is not clearly stated or there is an error so that the correct answer could not be determined.
   (d) The question is not from the listed source material.
   (e) The correct answer scored is not the correct answer.
   (f) The context of the source material was not used properly in the question or answer.

6. The following contains examples of appeals that will not be submitted to the Civil Service Commission for its review:
   (a) Punctuation marks are missing or incorrect.
   (b) The exact wording in the source materials was not used.
   (c) The question is not job relevant. (All materials included on the approved source materials list are deemed job relevant.)

**Section 13. Appeals Criteria Committee**

**A. Role of Appeals Criteria Committee**

An Appeals Criteria Committee (ACC) shall be appointed to review and modify, as necessary, the criteria for what may be appealed to the Civil Service Commission following all written promotional examinations. The ACC shall review the appeal criteria contained in this Agreement following the first written examination appeal conducted under this Agreement to determine whether the criteria should be modified. Thereafter, the ACC shall meet to review the criteria prior to each examination appeal process.

**B. Appointment of Members**

The ACC, composed of seven (7) individuals, shall be appointed as follows:

1. Three (3) members appointed by the Association, each having taken at least one (1) promotional exam;

2. Two (2) members appointed by the Fire Chief, each having taken at least one (1) promotional exam;

3. One (1) member appointed by the Director of Civil Service; and

4. One (1) member appointed by the Chair of the Civil Service Commission.

**C. Approval of Criteria**

A simple majority of the ACC shall approve the criteria. The criteria approved by the ACC shall not be appealable to either the Civil Service Commission or to the district court.

**Section 14. Appeal Process after Examination**

**A. Appeal**

1. Written Exam. Any Fire Fighter who has taken a written promotional examination may, within five (5) City of Austin business days of posting of the written promotional examination results, review his/her examination results. In a process established by the Director of Civil Service, each candidate who has taken a written promotional examination may have a time period to review his/her examination, write, and submit an appeal. A candidate may submit his/her written appeal at any time before the close of business on the fifth (5th) City of Austin business day after the posting of the written promotional examination results. Any appeal must be based on the appeal criteria as provided in this Agreement or as altered or modified by the Appeals Criteria Committee. Each candidate will receive a copy of the Civil Service Director's process at the conclusion of his/her examination.

2. Assessment Center. A Fire Fighter who claims that a scoring error occurred in his/her Assessment may appeal to the vendor only, using a second review process as established and overseen by the vendor. The decision of the vendor regarding appeals using the second review process shall be final and binding. This Agreement does not a) require the vendor to accept assessment center appeals; or b) require the City to obligate the vendor to accept assessment center appeals. However, whether the vendor accepts such appeals will be one factor, not in itself determinative, considered in selecting the vendor. If a vendor agrees to accept Assessment Center appeals, the Director of Civil Service shall establish by policy the time lines for such appeals.

There shall be no other appeal from the results of an Assessment Center process unless an individual Fire Fighter alleges that the results of the process were tainted by fraud, substantive integral compromise or material manipulation on the part of the City, the Promotional Process Consultant or the Assessment Center Evaluation Board. If such allegation is made, the Fire Fighter may appeal only to the Civil Service Commission. The Commission's decision on such appeal may be overturned only if it was procured by fraud, collusion or other unlawful means, or it is not supported by substantial evidence as judged from the administrative record made before the Commission.

**B. Review of Examination**

The Director of Civil Service will be responsible for providing dates, times, and locations for members to sign up to review their examinations. Each Fire Fighter will be responsible for signing up for a specific time period to review his/her examination. The Fire Fighter will be permitted to stay beyond his/her scheduled time period, if needed, to complete his/her review and to write and submit an appeal. Copies of source materials will be provided for a Fire Fighter's use during this review period *only* if the Fire Fighter specifically requested the materials on the Sign Up form. During the period designated for the Fire Fighter to review his/her examination, the Fire Fighter may bring self-prepared materials such as notes, flash cards, or outlines. The only published materials a Fire Fighter may bring are the source materials upon which the examination was based.

**Section 15. Review by Employee Review Committee**

**A. Role of ERC**

An Employee Review Committee (ERC) will be appointed to screen written examination appeals for the ranks of Fire Fighter through Battalion Chief to the Civil Service Commission, applying the criteria described in this Article to determine if any appeals should not be advanced to the Civil Service Commission because they do not meet the criteria.

**B. Appointment of ERC Members**

The ERC shall be comprised of five (5) members, as follows:

1. For promotional examinations for Specialist rank:
   (a) Four (4) Specialists or higher rank, two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

2. For promotional examinations for Lieutenant rank:
   (a) Four (4) Lieutenants or higher rank, two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

3. For promotional examinations for Captain rank:
   (a) Four (4) Captains or higher rank, two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources

Department.

4. For promotional examinations for Battalion Chief rank:
   (a) Four (4) Battalion Chiefs or higher rank two (2) each appointed by the Association and the Fire Chief; and
   (b) One (1) non-voting member appointed by the Human Resources Department.

**C. Conflicts of Interest**

To prevent conflicts of interest, a member of the ERC must not have a personal relationship or conflict of interest with any candidate whose appeal will come before them. The Fire Chief and the Association President shall appoint alternates to the ERC for each rank, who shall substitute for a member of the ERC who cannot review the appeal of a candidate because of a personal relationship or conflict of interest. The Fire Chief shall determine whether such a personal relationship or conflict exists. In a process established by the Director of Civil Service, each candidate who has taken a written promotional examination may appear before the ERC and present information on each question appealed. Only source material may be used to support the candidate's appeal.

**D. Decision on Appeals**

Appeals may be denied advancement from the ERC to the Civil Service Commission by a vote of a simple majority of the voting members on the ERC. The ERC will make one of the following decisions:

1. The appeal meets the applicable criteria and should be passed on to the Civil Service Commission. Any such decision will be written and include the ERC's view regarding the merits of the appeal.

2. The appeal does not meet the applicable criteria and should not be passed on to the Civil Service Commission.

**E. Appeal of Commission Decisions**

There will be no State District Court appeal of the ERC's examination appeal determinations or from the Civil Service Commission's written examination appeal decisions, except an appeal alleging the City's failure to validate the written examination, fraud, collusion, or unlawful means.

**F.** Nothing in this Article is to be construed as limiting a Fire Fighter's right to speak and present argument in support of or against an appeal that has been advanced to the Civil Service Commission.

## DEMOTION AND REINSTATEMENT

### Section 16. Demotions due to Return from Military Leave of Absence

In accordance with the provisions of Local Government Code §143.072, when a Fire Fighter returns from a military leave of absence, is reinstated to active duty in the department and

is restored to his/her former position, thus creating a surplus in his/her rank, the last person promoted to that rank will be demoted and placed on the reinstatement list for that rank.

**Section 17. Reinstatement List**

**A. Placement on List**

Any person placed on the reinstatement list (and there shall be only one list for each rank) by virtue of demotion shall remain on the list indefinitely. This section shall apply to all demotions other than voluntary demotions and those made for discipline on civil service charges, which circumstances do not give rise to any right to be placed on a reinstatement list. Persons on the list shall be entitled to reinstatement in the reverse order of demotion. This results in last demoted first reinstated. Reinstatements must occur off of the reinstatement list before any promotions from a promotional eligibility list. Until such reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created for the purpose of any promotional eligibility list.

**B. Promotional Eligibility after Reinstatement**

Once reinstated, a Fire Fighter's eligibility for promotion shall be determined from cumulative time in rank, rather than continuous time in rank.

**C. Total Preemption**

This Section alone shall control any right to reinstatement from a reinstatement list, and shall totally preempt all provisions of Chapter 143, whether or not expressly inconsistent with this provision.

## OTHER PROVISIONS

**Section 18. Vacancy Created by Extended Absence**

A. Notwithstanding any provision in this Article or any provision in Local Government Code Chapter 143, a continuous absence from duty for more than six (6) months because of illness, injury or other authorized leave shall create a vacancy in the affected Fire Fighter's rank, but shall not expand the size of the classified service.

B. Authorized leave that it is anticipated to last for more than six (6) continuous months at the time the leave is approved by the Chief, creates a vacancy in the affected Fire Fighter's rank as of the effective date of the authorized leave.

C. When the Fire Fighter whose absence created the vacancy pursuant to Subsection A or B returns to active duty, thus creating a surplus in his/her rank, the last person promoted to that rank will be demoted to the next lower rank and placed on a reinstatement list, with such rights as are prescribed in this Article. The same result applies to all other promotions in lower ranks that resulted from the first promotion and subsequent demotion. Any prior continuous absence as defined herein shall resume as of the effective date of this Agreement.

## ARTICLE 17
## HIRING & CADET TRAINING

### PART A. HIRING

**Section 1. Initial Hiring Process**

**A. Submission of Proper Application**

1. In order to be considered for the position of cadet, each applicant must first submit a proper application as reasonably defined by the Department. A proper application shall include, but not be limited to, information on personal history, criminal history, driving record, and age. The information submitted shall be used by the Department to determine whether the applicant meets the minimum qualifications to proceed to the testing phases of the process.

2. The Fire Chief shall establish the eligibility and posting requirements for applicants for the position of fire cadet which: (a) shall not be less than the requirements listed in Local Government Code Sections 143.022 through 143.024; and (b) will include a criminal background check conducted by or coordinated through the AFD Professional Standards Office.

3. Any testing procedure ultimately used to create an eligibility list for beginning positions must be open to each person who makes a proper application and meets the requirements prescribed in this Section, unless otherwise specified in this Article.

**B. Hiring Process Oversight Committee**

1. The Department shall implement a Hiring Process Oversight Committee (HPOC) to assist in the selection of a third party hiring process vendor, and in the development of the hiring selection process to be submitted to the United States in compliance with the Consent Decree. The Association may appoint two voting members and one non-voting member to the HPOC. The remaining three voting members of the HPOC will be appointed by the Fire Chief. The Director of Civil Service may also add two non-voting members.

2. Vendor Selection. The HPOC will identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the RFP. The HPOC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of its recommended vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The HPOC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which includes a recommendation for its choice of vendors to the Fire Chief. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin. The final recommendation of a test vendor to the City Council shall not be a grievable matter and shall not delay the hiring selection process.

3. In identifying the rating criteria to be used in the selection of the third party vendor, and in making its recommendation of a vendor(s) to the Fire Chief, the HPOC should consider, among others, the following factors:

(a) Can the vendor demonstrate that its proposed hiring process has produced diverse pools of successful firefighters in other major or comparable metropolitan cities?

(b) Can the vendor provide criterion-related validity evidence to support or justify the use of the specified assessments? Claims of criterion-related validity should be supported by the provision of a validity coefficient and the requisite information and data (e.g., sample size, sample type [applicant vs. incumbent], criteria and source, corrections if any, and of what type, etc.) that went into the generation of the specified coefficients.

(c) Can the vendor provide empirically based evidence to support statements pertaining to subgroup differences and adverse impact reduction or elimination? Thus, for subgroup differences, it is expected that information pertaining to the standardized mean differences (d) will be provided. It is expected that similar information will be provided for adverse impact as well. This would include the appropriate prototypical adverse impact statistics such as the 80% rule (adverse impact ratio), z-test, chi-square test, Fisher Exact test, and Zir, and the cut-points on which these analyses are based. The magnitude of these differences should also be interpreted in the context of what is commonly reported in the extant literature for the focal and/or similar constructs.

(d) Has the vendor designed and implemented hiring processes for fire departments of 300 firefighters or more? The vendor will be required to list the larger metro fire departments and the dates for which the work was performed.

(e) Has the vendor designed and conducted assessments with a candidate pool approaching 1500?

(f) Can the vendor provide suggested recruiting techniques that can assist the Department in identifying individuals from under-represented groups that possess the skill sets needed to be a successful candidate within the hiring process?

4. The third party vendor (once awarded), upon request of two or more members of the HPOC, will meet with the HPOC as a group and discuss the methods used in developing the testing processes.

**C. Development and Implementation of Hiring Selection Process**

1. The City, acting through the Fire Chief as its duly appointed representative, with the assistance of the third party vendor and the HPOC, shall design a hiring selection process, for submission to the United States pursuant to the Consent Decree, to determine whether an applicant will be offered a position as a Fire Cadet in an AFD Fire Academy class. The proposed hiring selection process submitted to the United States for approval under Part III(C)(6) of the Consent Decree shall include the items outlined in subsections (a) through (d) below. If the proposed hiring selection process submitted to the United States complies with the items outlined in subsections (a) through (d) below, the proposed selection process shall not be a grievable matter and shall not delay the hiring selection process. The proposed hiring selection process, including each Selection Device, described in this Article is subject to the requirements of the Consent Decree. As such, the City and the Association understand that the ultimate hiring selection process

actually used to hire applicants may deviate from subsections (a) through (d) under the terms of the Consent Decree.

(a) The hiring selection process will include, at a minimum, a cognitive test, an oral assessment process, a physical ability test, a medical test, a psychological test and a background investigation; and will include points for military service as determined by the Fire Chief in consultation with the vendor. The hiring selection process may include non-written Selection Devices.

(b) The cognitive test shall be constructed by the vendor, with the assistance of the HPOC and the Fire Chief, and shall test for multiple cognitive components as determined by the vendor. The cognitive test will be at least 20% of the total composite grade. The cognitive test will have a demonstrable criterion-related validity, using a Pearson correlation coefficient, of at least .28 (corrected using only predictor range restriction and criterion unreliability) with overall job performance as the criterion used to validate the test. One accepted validation approach is a local criterion-related validation study. The vendor will decide which and how many cognitive components to include. In doing so, the vendor must:

(i) Use cognitive components that have been deemed to be important for successful performance as an Austin fire fighter (non-exclusive examples: Verbal Comprehension, Verbal Expression, Problem Sensitivity, Deductive Reasoning, Inductive Reasoning, Information Ordering, Numeric Facility, Mathematical Reasoning, Mechanical Aptitude, and Spatial Orientation); and

(ii) Make reasonable efforts to explore the availability of, and if available, use cognitive components which have been shown to reduce or eliminate disparate impact upon African-Americans, Hispanics and Women without diminution of job-relatedness as set out in this subsection.

(c) The oral assessment process shall be videotaped. Evaluators will be provided at least 8 hours of training. This evaluator training will include frame-of-reference training designed to reduce evaluator panel variance.

(d) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list in the rank order determined from their composite scores on all scored selection devices used in that hiring cycle. The scored selection devices will include at a minimum the cognitive exam and oral assessment process. Scored selection devices may also include non-cognitive exams as determined by the test vendor. Pass/fail type exams may be used to establish candidate pools that are at least minimally qualified to continue in the hiring process. Applicants on the eligibility list may be offered a position as fire cadets in any upcoming AFD Cadet Training Academy class in rank order during the life of the eligibility list.

(e) The Chief may, at his/her discretion, place candidates from the ranked eligibility list who possess TCFP and NREMT certification in an Alternate Cadet Training Class. In no case may the Chief select candidates for the Alternate Cadet Training Class who are

not otherwise within reach on the eligibility list. The Alternate Cadet Training Class can be expedited, but must provide a minimum of 14 full weeks training designed to ensure that candidates attending the Alternate Academy can successfully meet or exceed all the requirements established for the regular Academy.

## D. ASSOCIATION PARTICIPATION AND CONFIDENTIALITY

1. Subject to the terms of the Consent Decree, the HPOC may consult with the third party vendor in the development of the hiring selection process, and provide input to the Fire Chief regarding the vendor's recommendations. The HPOC will endeavor to reach consensus in performing its role. The City, acting through the Fire Chief as its duly appointed representative, retains the final authority as to the design and implementation of a hiring selection process. The third party vendor shall certify that the hiring process submitted to the United States in compliance with the Consent Decree is consistent with the "Principles for the Validation and Use of Employees Selection Procedures" (SIOP). This certification shall serve as conclusive evidence of validity and compliance with these principles, in the absence of fraud, substantive integral compromise, or material manipulation.

2. During the development of the hiring selection process and prior to its initial submission to the United States for review in compliance with the Consent Decree, the Association President and an expert chosen by the Association may review the raw data used to determine the validity coefficient of the cognitive test. This review will include all job analysis information that is used to or contributes to demonstrating the validity of all scored selection devices in the test battery (including the oral assessment process); pertinent descriptive statistics, including the item-construct map (breakdown of the number of questions that measure each component to be tested, as well as the pass/fail rate for each cognitive component tested); and requisite item (i.e., item-level construct)/KSA/task linkages, item analysis and statistics, along with all predictor and criterion data.

3. Once the Fire Chief has approved a hiring process for submission to the United States, the process will be made available to the HPOC and the Association President 14 days prior to its initial submission to the United States for review in compliance with the Consent Decree.

4. The hiring process information made available to the HPOC and the Association President shall not include the actual tests. The members of the HPOC and the Association agree that this information is confidential, and shall not be divulged in any manner, except the Association President may provide such information to an expert for review, provided that the expert likewise agrees to maintain such information in confidence. The members of the HPOC and the Association further agree that all copies of the provided information will be returned to the City upon completion of the review, and that no portion of the data shall be retained in any form by the HPOC, the Association, its President, or its expert.

**Section 2. Benefit of the Bargain**

The City is now under a Consent Decree with the United States of America to ensure that all provisions of Title VII of the Civil Rights Act of 1964 are fully enforced and to ensure that no unlawful discrimination exists within any hiring process of the Austin Fire Department. It is the express intent of the City to comply with the terms of the Consent Decree. To insure that the City and the Association fully enjoy the benefit of this bargain, the City and the Association expressly agree that nothing in this Agreement shall prevent the City from implementing changes in a Selection Devices(s) or the overall hiring selection process in order to comply with:

(a) The Consent Decree;

(b) Any agreement reached by the City, United States and the Association; or

(c) A Court order made under the Consent Decree concerning the City's use of a Selection Device or the overall hiring selection process.

**Section 3. Expedited Contract Grievance Procedure**

A. For the provisions of Part A, Sections 1 and 2 of this Article that may be submitted for resolution as a Contract Grievance, the parties have agreed to the following expedited Contract Grievance procedure.

B. Within ten (10) days of the date upon which the Association President knew of or should have known of the facts or events giving rise to the grievance, the Association President shall file the grievance with the Fire Chief and the City's Labor Relations Office. After receipt of the grievance, the Fire Chief shall, within seven (7) days of receipt of the grievance, submit his/her response in writing to the Association President.

C. If the grievance is not resolved, the Association shall have seven (7) days from receipt of the Fire Chiefs decision to submit the matter to arbitration. Such arbitrations shall be conducted pursuant to the Expedited Labor Arbitration Procedures established by the American Arbitration Association ("AAA"), and in effect at the time of the dispute. To be appointed, the arbitrator must be available to hear the arbitration within thirty (30) calendar days of selection and a decision shall be made within one (1) week of the hearing. The parties agree to create a list of pre-approved arbitrators. Failing same, or in the absence of an available arbitrator from such pre-approved list, the arbitrator designated by the AAA shall be required to be licensed as an attorney in the State of Texas. The parties both agree that the arbitrator has the discretion to receive and hear issues and testimony by written submission or phone conference, but may also require live testimony where appropriate.

D. Article 20 of this Agreement shall not apply to any grievance as to the provisions of Part A, Sections 1 and 2 of this Article.

**Section 4. Life of Eligibility List**

Notwithstanding the provisions of Section 143.025, each eligibility list created during the life of this Agreement will be designated with a life of no less than twelve (12) months nor more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications. A final eligibility list in existence on the expiration date of this Agreement may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of the Consent Decree, or (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in Part B of this Article.

**Section 5. Life of Certain Provisions of Hiring Article**

Notwithstanding any other part of this Agreement, Sections 1, 2, 3, and 4 of Part A of this Article shall survive the expiration of the Agreement, and shall remain in full force and effect so long as the Consent Decree in this Lawsuit is in effect, and for the term of any future collective bargaining agreement between the parties that may be in effect on the date the Consent Decree terminates.

**Section 6. Travis County ESD Merger**

If the City proposes to merge a Travis County ESD into the Austin Fire Department during the life of this Agreement, the parties agree that the City may use either of the options set forth below as the merger entry process:

***Option 1***

**A. Applicability**

The Travis County ESD merger entry process applies only to the hiring of certified fire fighters who work for a Travis County ESD and meet the requirements established in Appendix C.

**B. Eligibility Requirements**

1. Eligibility requirements established in Appendix C. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy.

2. Upon hire, each ESD merger entry candidate must complete a modified training academy established in Appendix C. The probation period for ESD merger entry candidates ends twelve months from the date of hire.

3. Each ESD merger entry candidate must successfully complete all Training

Standards established in this Agreement and Appendix C.

**C. Civil Service Status**

Upon successful completion of the Modified Training Academy and probationary period, each fire fighter hired through this process shall immediately become a full-fledged Civil Service employee.

**D. Pay and Seniority**

1. Within the guidelines established in Appendix C, The Fire Chief may determine the pay rate for each ESD merger entry class during the Modified Training Academy within the guidelines established in Appendix C. Upon completion of the Academy, the Fire Chief may determine the pay rate for each class hired through this ESD merger entry process within the guidelines established in Appendix C. Any pay rate established by the Chief shall not exceed that of a fire fighter with two years of experience in the Austin Fire Department. Each ESD merger entry hire shall be placed in the rank of fire fighter.

2. Regardless of the pay rate established for each ESD merger entry hire, seniority for purposes of longevity pay shall begin from the date of hire.

**E. Promotional Eligibility**

Fire fighters hired through the ESD merger entry process must meet the same promotional eligibility requirements as Austin Fire Department fire fighters hired through the Department's regular initial hiring process.

**F. Implementation**

The ESD merger entry process described by this Article may be used at any time, for any number of Travis County ESD's, as authorized by the Fire Chief.

***Option 2***

The Association will be provided advance notice and an opportunity to negotiate the terms and conditions of an ESD merger. The bargaining process shall be limited to 60 days unless extended by agreement. In the event the parties are unable after 60 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

## Section 7. Internship Program

The Association will be provided advance notice and an opportunity to negotiate the terms and conditions of an internship program. The bargaining process shall be limited to 60 days unless extended by agreement. In the event the parties are unable after 60 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

**Section 8. Lateral Entry**

**A. Applicability**

1. The lateral entry process applies only to the hiring of certified fire fighters.

2. Eligibility Requirements

(a) The Fire Chief shall establish the eligibility requirements for applicants for the lateral entry process. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy. The requirements may be modified by the Fire Chief, but shall include at least the following:

(b) At the time of application, each applicant must have been actively employed as a structural fire fighter for one or more municipalities, ESDs, military or county fire departments within the two years prior to the date of application, and must have a total of at least three years of active service as a fire fighter for one or more municipalities, ESDs, military or county fire departments. Austin-Travis County EMS employees, who have structural firefighting certification and three or more year's prior experience with a fire department, also qualify for the lateral entry program.

(c) Each applicant will be subject to a background investigation.

3. Selection and Placement

(a) The Fire Chief shall use the selection criteria and procedures set out in this Article to establish an eligibility list, except that the age limits of §143.023 shall not apply.

(b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list. Applicants on the eligibility list may be offered a position as fire cadet in any upcoming Fire Academy class or placed in any Alternate Cadet Training class, if so determined by the Chief.

(c) Notwithstanding the provisions of 143.025, the life of each eligibility list created during the life of this Agreement will be designated a life of no less than twelve (12) months and not more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications for lateral entry. A list in existence on September 30, 2022 (the expiration date of this Agreement) may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of this Agreement, (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in this Article.

(d) Upon hire, each lateral entry candidate must complete a modified training academy of not less than fourteen (14) weeks, as determined by the Chief.

(e) The probation period for lateral entry candidates is twelve months from the date of hire.

(f) Each lateral entry candidate must successfully complete all Training Standards established in this Agreement.

4. Civil Service Status

Upon successful completion of the Modified Training Academy and probationary period, each fire fighter hired through this process shall immediately become a full-fledged Civil Service employee.

5. Pay and Seniority

(a) The Fire Chief may determine the pay rate for each lateral entry hire during the Modified Training Academy. Upon completion of the Academy, the Fire Chief may determine the pay rate for each fire fighter hired through this lateral entry process. Any pay rate established by the Chief shall not exceed that of a fire fighter with two years' experience in the Austin Fire Department. Each lateral entry hire shall be placed in the rank of fire fighter.

(b) Regardless of the pay rate established for each lateral entry hire, seniority for purposes of longevity pay shall begin from the date of hire.

6. Promotional Eligibility

Fire fighters hired through the lateral entry process must meet the same promotional eligibility requirements as Austin Fire Department fire fighters hired through the Department's regular initial hiring process.

7. Implementation

The lateral entry process described by this Article may be used at any time, for any number of candidates, as authorized by the Fire Chief.

## PART B. CADET TRAINING

### Section 1. Cadets

Every Fire Cadet applicant hired by the Department must attend an Austin Fire Department Cadet Training Academy. Every applicant selected for a Training Academy must successfully complete the training program by meeting or exceeding all of the requirements established for that Academy.

### Section 2. Training Manual

A. The Fire Chief shall issue a Cadet Manual prior to the beginning of each Academy class. Subject to the Fire Chief's authority described below, the provisions of the Cadet Manual shall be published and enforced as written.

B. The Cadet Manual must include the following:

1. Requirement for Cadets to achieve all academic and skill performance criteria as mandated by governing agencies such as Texas Commission on Fire Protection, Texas Department of State Health Services, Office of the Medical Director and the National Registry of Emergency Medical Technicians.

2. Requirement for Cadets to achieve all Job Performance Requirements (JPR) and objectives as listed in the Cadet Training Academy curriculum.

3. Requirement for Cadets to achieve satisfactory performance for all Austin Fire Department Cadet Performance Standards. These performance standards must be comprised of essential job functions for an Austin Fire Department fire fighter and have been validated using an accepted process.

4. The composition and role of the Cadet Oversight Committee for the Training Academy to which the Manual applies. The Association will be entitled to have one committee member attend all Cadet Oversight Committee meetings, unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief. In the event that the Cadet Oversight Committee meeting occurs on short notice due to unforeseen circumstances, the Association's observer will be briefed as soon as possible. The observer will use ABL if scheduled to work and will not otherwise be compensated.

5. A description of the process for referring Cadets to the Cadet Oversight Committee when their academic performance or skill performance does not meet the requirements or their behavior is deemed to be unsatisfactory. This process must require written documentation to be presented to the Cadet Oversight Committee and includes:

(a) Lead Instructor documentation of any Cadet Training Academy curriculum JPR or objective not successfully achieved.

(b) Training Academy staff documentation of any Cadet Manual academic and/or performance criteria not successfully met.

(c) Training Academy staff or Team Leader documentation of any Cadet Manual violation.

(d) Team Leader documentation of any unacceptable performance and/or behavior.

6. A description of the process that will be used for developing a Performance Improvement Plan (PIP) when the Cadet Oversight Committee determines that a Cadet's academic performance, skill performance or behavior is unsatisfactory. A Cadet PIP must:

(a) Explain the performance and/or behavior that is unsatisfactory.

(b) List the specific objective(s) that must be achieved including criteria for measuring successful achievement of the objective(s).

(c) Indicate the date by which the objective(s) must be achieved. No Cadet PIP will extend beyond the end date of the Training Academy.

(d) State any assistance that may be available to help the Cadet achieve the objective(s).

(e) Identify the consequences for failing to achieve the objective(s) and for not improving to a satisfactory level of performance and/or behavior.

**Section 3. Termination Recommendation for Unsatisfactory Performance and/or Behavior**

A. The Cadet Oversight Committee or the Training Academy staff shall make a written detailed recommendation that the Fire Chief terminate the employment of a Cadet based on the Cadet's failure to meet the objective(s) of a PIP and achieve a satisfactory level of performance and/or behavior.

B. The Fire Chief may review whether the conditions of the PIP were appropriate and whether an additional PIP is indicated. If the Fire Chief believes that an additional PIP may be indicated, the Chief shall convene a Chief's Review Committee to assist him/her in reviewing the information regarding the issue. The Association will be entitled to have a non-participating observer attend all Chief's Review Committee meetings, unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief.

C. If the Fire Chief determines that the Cadet will be provided with an additional PIP, he/she shall provide written reasons to the Association President for his/her decision. The Association agrees to indemnify the City for any amounts awarded against the City due to a breach of confidentiality or release of this information that is demonstrated to be due to the Association's actions.

**Section 4. Extenuating Life Circumstances**

During a Training Academy, the Fire Chief shall have authority to consider extenuating life circumstances that may be related to a Cadet's failure to improve performance to a satisfactory level. "Extenuating Life Circumstances" are events which are beyond the control of both the Cadet and the Training staff. If the Fire Chief finds that extenuating life circumstances justify an exception to the Cadet Training Manual, the Fire Chief may direct that the Cadet be retested. The Fire Chief shall notify the Association President, in writing, of his/her (the Chief's) decision and the extenuating life circumstances that justify his/her decision. The Association may challenge the Fire Chief's decision to retain the Cadet by filing a grievance in accordance with Article 20. In any arbitration resulting from the grievance, an arbitrator shall determine whether the extenuating life circumstances justified the Fire Chief's decision. If the arbitrator determines that the Fire Chief's decision was not justified, the arbitrator shall order that the Cadet's employment be

terminated, even if the Cadet has graduated from the Academy and/or completed probation at the time of the order. The arbitrator's decision shall be final.

**Section 5. Actions by the Fire Chief**

A. Once a hiring cycle has begun, the Fire Chief may update the Cadet Training Manual, at any time, to implement any criteria required by law, regulation, or industry standard such as the Texas Commission on Fire Protection, Texas Department of State Health Services, American Heart Association, and the Office of the Medical Director or the National Registry of Emergency Medical Technicians.

B. This Article shall not affect the Chief's existing authority to make determinations about cadets on issues of attendance, discipline, personality, suitability or other such matters not covered by the performance and academic standards established for each cadet class.

C. This Article shall not affect the Chiefs authority to make any determination concerning the continued employment of probationary fire fighters.

D. No grievance or other remedy shall apply in the event of termination of a cadet by the Fire Chief.

E. This Agreement does not create any rights in continued employment for cadets, as third party beneficiaries or otherwise.

**Section 6. Miscellaneous Provisions**

**A. Training of Academy Instructors.**

AFD Management along with the Association will provide a class before the academy begins to the academy staff and team leaders on contract compliance as it relates to the training standards.

**B. Association Representative on Curriculum Committee**

The Curriculum Committee is the group charged with creating the recommendation to the Fire Chief regarding amending the AFD operational and cadet training manual objectives. The Curriculum Committee may appoint sub-committees to accomplish a defined scope of work. The sub-committees will report back to the Curriculum Committee with their recommendations. The Association will be able to appoint (1) one member to the AFD Curriculum Committee.

## PART C. OTHER PROVISIONS

**Section 1. Challenges to the Hiring/Training Process**

In the event of a lawsuit or administrative claim asserted against the Association based on an allegation that a deviation by the City from Chapter 143 hiring or training procedures authorized by this Article violates a state or federal law, the City will reimburse the Association for sums paid as damages in such lawsuit or settlement, and for sums paid as attorney's fees and court costs in defending such lawsuit or claim, subject to each of the following required conditions:

1. The Association will fully and vigorously defend the claim on the merits.

2. The City has the right to approve the amount of any settlement of any such claim against the Association.

3. The Association will not assert a claim against the City based on an action by the City that was required by the terms of this Article.

4. Reimbursement for amounts paid as damages or settlement will be made after resolution of the lawsuit by either final judgment in court (including appeals), or settlement approved by the City.

5. Reimbursement for attorney's fees and costs will be ongoing as such fees and costs are paid by the Association. The City will reimburse the Association for attorney's fees at the actual hourly rate normally paid by the Association to the attorney, and in any event no greater than the average hourly rate paid by the City for outside counsel during the preceding fiscal year.

6. The City's total liability for damages and/or attorney's fees and costs under this Section will not exceed one hundred fifty thousand ($150,000.00) dollars for the term of this Agreement, regardless of the number or size of claims asserted against the Association

**Section 2. Effective Dates of Article**

The provisions of this Article shall not apply to any Training Academies commenced before the effective date of this Agreement.

## ARTICLE 18
## INVESTIGATION & DISCIPLINARY ACTIONS

### PART A. INVESTIGATIONS

### Section 1. Definitions

In Part A of this Article, the following terms and phrases have these meanings:

A. "Complainant" means a person claiming to be the victim of misconduct by a Fire Fighter, or the Fire Chiefs designee acting on information of alleged misconduct by a Fire Fighter that could result in disciplinary action.

B. "Investigation" means an administrative investigation, conducted by the Department, of alleged misconduct by a Fire Fighter that could result in disciplinary action against the Fire Fighter.

C. "Investigator" means any agent or employee of the Department who is assigned to conduct an administrative investigation.

D. "Normally assigned working hours" includes those hours during which a Fire Fighter is actually at work or at the Fire Fighter's assigned place of work, but does not include any time when the Fire Fighter is off duty on authorized leave, including sick leave.

E. "Disciplinary action" means temporary disciplinary suspension, indefinite suspension, demotion in rank, alternative discipline under this Agreement, or any combination of those actions.

F. "Complaint" means an allegation that a Fire Fighter engaged in misconduct.

### Section 2. Interview of Subject Fire Fighter

A. An investigator may interview a Fire Fighter who is the subject of an investigation only during the Fire Fighter's normally assigned working hours, unless:

1. The seriousness of the investigation, as determined by the Fire Chief, or designee, requires interview at another time; and

2. The Fire Fighter is compensated for the interview time on an overtime time basis.

B. The Fire Chief may not consider work time missed from regular duties by a Fire Fighter due to participation in the conduct of an investigation in determining whether to impose disciplinary action or in determining the severity of disciplinary action.

C. An investigator may not interview a Fire Fighter who is the subject of an investigation or conduct any part of the investigation at the Fire Fighter's home without the Fire Fighter's

permission.

D. Not less than forty-eight (48) hours before an investigator begins the initial interview of a Fire Fighter who is the subject of an investigation, the investigator must inform the Fire Fighter in writing of the allegations in the complaint. The Department may omit the name and/or identity of the person making the complaint(s). In the event the original notice does not contain all allegations of misconduct under investigation, not less than forty-eight (48) hours before the investigator conducts a subsequent interview of the subject Fire Fighter into the additional allegations, the investigator must inform the Fire Fighter in writing of the additional allegations being investigated. The notice of allegations need not reference any law, Department policy, or civil service rule that may have been violated.

E. An investigator may not interview a Fire Fighter based on a complaint by a complainant who is not a Fire Fighter unless the complainant verifies the complaint in writing before a public officer who is authorized by law to take statements under oath. An investigator may interview a Fire Fighter about events or conduct reported by a witness who is not a complainant without disclosing the name of the witness. An interview may be based on a complaint from an anonymous complainant if the departmental employee receiving the anonymous complaint certifies in writing, under oath, that the complaint was anonymous. The provisions of this Subsection do not apply to an on-the-scene investigation that occurs immediately after an incident being investigated, except that the Fire Fighter under investigation must be furnished, as soon as practicable, a written statement of the allegations in the complaint.

F. An interview session of a Fire Fighter who is the subject of an investigation may not be unreasonably long. In determining reasonableness, the gravity and complexity of the investigation must be considered. The investigator shall allow reasonable interruptions to permit the firefighter to attend to personal physical necessities.

G. An investigator may not threaten a Fire Fighter who is the subject of an investigation with disciplinary action during an interview. An investigator may inform a Fire Fighter that failure to answer truthfully reasonable questions directly related to the investigation or to cooperate fully in the conduct of the investigation may result in disciplinary action.

H. If prior notification of intent to record an interview is given to the other party, either the investigator or the Fire Fighter who is the subject of an interview may record the interview.

I. A Fire Fighter who is the subject of an investigation shall have the right to be represented by an attorney or Authorized Association Representative, both referred to as "representative" in this Article, of the Fire Fighter's choice during an interview and in any subsequent disciplinary and/or appeal proceedings. The attorney or representative cannot be a Fire Fighter who has any involvement with the matter under investigation, other than the Fire Fighter's role as representative of the Fire Fighter who is the subject of the investigation. At the conclusion of the interview, the Fire Fighter and/or the representative can offer mitigating circumstances to be considered, and to offer investigatory leads for the investigator's consideration. The right to representation does not apply to matters that are addressed through

the member's chain of command and that do not rise to the level of an investigation as defined in this Article.

J. To ensure a fair and unbiased review of the facts surrounding the alleged conduct, the Professional Standards Office (PSO) will adhere to the following principles.

1. The purpose of the PSO investigation is to gather information related to the alleged event and then provide a summary of that information to the Fire Fighter's chain of command.
2. The PSO will plan the interviews in an effort to limit the time period between the interviews of the first witnesses and the subject of the investigation.
3. The PSO will assign to each allegation against the Fire Fighter one of the following:

    - Not sustained – The evidence fails to prove the allegation.
    - Exonerated – The alleged conduct in fact did occur but the Fire Fighter's actions were acceptable under the circumstances.
    - Unfounded – The alleged conduct in fact did not occur.
    - Sustained – The department established by a preponderance of evidence that the alleged conduct occurred and constituted misconduct.

**Section 3. Access to Records by Fire Fighters**

A. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, which is the subject of the allegations if such recording is within the possession or control of the Department.

B. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be allowed to review the portions of any document(s) in which it is alleged that the Fire Fighter provided false, incomplete, inconsistent, or conflicting information, or in which it is alleged that the Fire Fighter omitted information in violation of any law or Department policy.

C. Before the Fire Fighter who is the subject of an investigation provides a statement to an investigator, the Fire Fighter and his/her representative shall be allowed to review any report, supplement, or other statement recorded or written by the Fire Fighter, setting forth particulars or facts regarding the operative conduct which is the subject of the allegation(s).

**Section 4. Statements**

A. All recorded interviews of a Fire Fighter who is the subject of an investigation will be transcribed by the Professional Standards Office and signed by the Fire Fighter.

B. A Fire Fighter is entitled to a copy of his/her statement to the Professional Standards Office at the time the statement is finalized and signed by the Fire Fighter, but the statement

remains confidential in the hands of the Fire Fighter and his/her attorney or representative, pursuant to 143.089(g), and any orders of non-communication about internal investigations, except for consultations with the Fire Fighter's attorney or representative.

**Section 5. Investigators**

A. A person may not be assigned to conduct an investigation if the person is the complainant, the ultimate decision-maker regarding disciplinary action, or a person who has any personal involvement regarding the alleged misconduct.

B. A Fire Fighter who is the subject of an investigation has the right to inquire and, on inquiry, to be informed of the identity of each investigator participating in an interview of the Fire Fighter.

**Section 6. Polygraph Examinations**

A. A Fire Fighter will not be required to submit to a polygraph examination as part of an investigation unless:

1. The complainant submits to and passes a polygraph examination; or

2. The Fire Fighter is ordered to take an examination under Subsection E below.

B. Subsection A does not apply if the complainant is physically or mentally incapable of being polygraphed.

C. For the purposes of this Section, a Fire Fighter passes a polygraph examination if, in the opinion of the polygraph examiner, no deception is indicated in the examination regarding matters critical to the subject matter under investigation.

D. The results of a polygraph examination that relate to the complaint under investigation are not admissible in a proceeding before the Civil Service Commission or a Hearing Examiner.

E. The Fire Chief, or designee, may order a Fire Fighter to submit to a polygraph examination if the Chief, or designee, considers the circumstances to be extraordinary or believes that the integrity of a Fire Fighter or the Fire Department is in question.

**Section 7. Chain of Command & Disciplinary Meetings**

A. When a Chain of Command Meeting is scheduled to consider the information presented to the PSO and to recommend, if any, the level of discipline against a Fire Fighter, the following procedures shall apply:

1. The Chain of Command Meeting will include the Fire Fighter’s immediate and/or second level supervisors, unless the Fire Chief deems there is an investigatory conflict.

2. Prior to the Chain of Command Meeting, the Fire Fighter and his/her representative shall be allowed up to one (1) consecutive eight (8) hour period of time to review any and all evidence gathered or obtained during the investigation, including the PSO Summary, if any. The information available for review shall not include protected evidence from a pending criminal investigation or judicial proceeding, or information that is otherwise made confidential by law. (However, such information will be provided as soon as possible, and prior to the administrative appeal hearing, if any.) Neither the Fire Fighter nor the representative will be permitted to make copies of any of the evidence reviewed. At the conclusion of his/her evidence review, the Fire Fighter and his/her representative will be provided 48 hours to prepare a written rebuttal to be included with the PSO Summary at the same time it is presented to the Chain of Command panel.

3. The PSO shall present the information gathered during the investigation to the chain of command, including the PSO Summary (and Fire Fighter's written rebuttal, if any). The Fire Fighter will be offered the opportunity to be present during this meeting, although the Fire Fighter's presence is not mandatory, and a decision not to attend the Chain of Command Meeting shall not be held against the Fire Fighter.

4. After the Summary has been presented, the Fire Fighter may address the chain of command prior to its deliberation. During this time the Fire Fighter will be allowed to present his/her written rebuttal and/or any other exculpatory evidence or extenuating circumstances which he/she would like considered. If deemed appropriate or prudent by the representative, the chain of command may allow the Fire Fighter's representative to make a statement, and may impose reasonable limits on tone and duration.

5. The Fire Fighter and his/her representative shall be excused during the chain of command's deliberation.

6. At the conclusion of this process, the chain of command will consider each allegation against the Fire Fighter and provide a recommendation as to the appropriate level of discipline, if any, to be imposed.

B. When a Disciplinary Meeting is scheduled between the Fire Fighter and the Fire Chief for the purpose of determining whether the Fire Chief shall take disciplinary action against a Fire Fighter for alleged misconduct, the following procedures shall apply:

Not less than forty eight (48) hours before the scheduled Disciplinary Meeting:

(a) The Fire Fighter will be notified of the Disciplinary Meeting.

(b) The Department shall provide the Fire Fighter written notice of the policy violations and the range of discipline being recommended by the chain of command. The recommendation from the Fire Fighter's chain of command regarding the appropriate discipline is not binding on the Fire Chief. The Fire Chief will make the final determination on what charges are sustained, if any, and the appropriate disciplinary action, if any, up to and including indefinite suspension.

C. The time-lines set forth in this Section may be waived by the Fire Chief and shall not be considered a violation of the Fire Fighter's rights on appeal, if compliance with any such time-line would interfere or conflict with the 180 day statutory deadline for imposing discipline.

**Section 8. Confidentiality of Records and Misuse of Information**

The access to records provided in this Article has been granted in exchange for the following agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

A. Information provided or made available for review remains confidential in the hands of the Fire Fighter and his/her representative pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with counsel and/or Association representatives who are not involved in the investigation.

B. Retaliation or the threat of retaliation by a Fire Fighter, or by an individual at the direction of the Fire Fighter, against a complainant or a witness is strictly prohibited. A sustained violation of this subsection shall result in either a temporary or indefinite suspension.

C. If a Fire Fighter is suspended for an alleged violation of Subsection B, the Fire Fighter shall have the right to appeal the suspension to the Civil Service Commission or to an Independent Third Party Hearing Examiner pursuant to the provisions of this Agreement and Chapter 143 of the Texas Local Government Code. The Commission or the Hearing Examiner shall decide whether the specific charge related to Subsection B is true. If the charge is found to be true, the Commission or Hearing Examiner must affirm the disciplinary action and cannot amend, modify, or reduce the period of disciplinary suspension. Sections 143.053(e) & (f) of the Texas Local Government Code are hereby superseded to the extent of any conflict with this Section.

**Section 9. Violation of Fire Fighter Rights**

A violation of Part A of this Article may be considered by the Civil Service Commission or a Hearing Examiner during a disciplinary appeal hearing if the violation substantially impaired the Fire Fighter's ability to defend against the allegations of misconduct.

## PART B. DISCIPLINARY ACTIONS

### Section 1. Alternative Discipline

The Fire Chief shall have the authority to impose alternative disciplinary actions or enter into alternative discipline agreements under this Article when the Fire Chief determines that the use of alternative discipline is in the best interest of the Fire Department. Nothing in this Article shall diminish or otherwise affect the Fire Chiefs authority to take other disciplinary actions under Chapter 143.

### Section 2. Alternative Discipline by Fire Chief

In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional approved by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, require that the Fire Fighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's health insurance plan. If the Fire Fighter's misconduct involves alcohol and/or drug related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If, after entering the program of counseling and/or rehabilitation, the Fire Fighter fails or refuses to complete the program, the Fire Fighter may be indefinitely suspended. The Fire Fighter has the right to appeal to the Civil Service Commission or to a third-party hearing examiner any discipline imposed under this Section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the Civil Service Commission's or hearing examiner's authority shall be limited to determining the facts, whether the facts reflect a policy violation, and the appropriate length of suspension, if any. Neither the Commission nor a hearing examiner may substitute a program of counseling and/or rehabilitation different than the program imposed by the Fire Chief or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

### Section 3. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional approved by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, offer the Fire Fighter the opportunity to enter into an alternative disciplinary agreement under which the Fire Fighter would accept a temporary suspension of up to ninety (90) days and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional approved by the Fire Chief. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's

health insurance plan. If the Fire Fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the Fire Fighter accepts the opportunity for agreed alternative discipline, the Fire Fighter may not appeal any terms of the agreement. If the Fire Fighter fails to successfully complete the program of counseling and/or rehabilitation, the Fire Fighter may be indefinitely suspended without right of appeal.

**Section 4. Last Chance Probation Agreement**

In considering appropriate disciplinary action, the Fire Chief may require that a Fire Fighter be evaluated by a qualified professional approved by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the Fire Fighter, the Fire Chief may offer the Fire Fighter, as an alternative to indefinite suspension, the opportunity to enter into a "Last Chance Probation" agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the Fire Fighter and the Fire Chief.

1. The Fire Fighter will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional approved by the Fire Chief.

2. The program of counseling and/or rehabilitation will be completed on the Fire Fighter's own time, unless the Fire Chief approves the use of vacation time. The Fire Fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Fire Fighter's health insurance plan.

3. The Fire Fighter will agree to a probationary period not to exceed one year, with the additional requirement that if, during the probationary period, the Fire Fighter commits the same or a similar act of misconduct, the Fire Fighter will be indefinitely suspended without right of appeal.

B. If the Fire Fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the Fire Fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the Fire Fighter accepts the opportunity for a "Last Chance Probation" agreement, the Fire Fighter may not appeal any terms of the agreement. If the Fire Fighter fails to successfully complete the agreed program, the Fire Fighter may be indefinitely suspended without right of appeal.

**Section 5. Publishing Notice of Discipline**

The Fire Chief must publish and circulate within the Department a communication which informs Fire Fighters of disciplinary suspensions imposed by the Fire Chief or disciplinary suspensions agreed to by the Fire Chief and a Fire Fighter. The communication may include the Fire Fighter's rank; each policy or rule which was violated; any extenuating or mitigating circumstances; a brief factual description if the policy or rule violation is not self-explanatory; and the discipline imposed or agreed to by the Fire Fighter. The communication shall not identify the

Fire Fighter by name.

**Section 6. Extending Disciplinary Deadline by Agreement**

A. A Fire Fighter and the Chief, or his/her designee, may agree to extend the 180-day statutory deadline for disciplinary action for a period not to exceed thirty (30) days. Either the Fire Fighter or the Fire Chief may offer or request the extension. The agreement to extend the statutory deadline shall be in writing and shall be signed by both the Fire Fighter and the Chief, or his/her designee.

B. Any disciplinary action taken by the Fire Chief before the extended deadline shall be considered timely. An agreement to extend the deadline does not affect a Fire Fighter's right of appeal from the disciplinary action.

**Section 7. Written Response to Disciplinary Action**

If a Fire Fighter is temporarily or indefinitely suspended, the document imposing the suspension may not be placed in the Fire Fighter's Civil Service Commission file unless the Fire Fighter is first given an opportunity to read and sign the document. If the Fire Fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A Fire Fighter who receives a temporary or indefinite suspension and who elects not to appeal the action may file a written response by submitting a written response to the Director of Civil Service not later than the 10th day after the date the Fire Fighter is given written notice of the disciplinary action.

**Section 8. Transfers Related to Discipline**

The Fire Chief retains all right and authority to direct the assignment or placement of Fire Fighters. If any Fire Fighter is transferred in relation to a disciplinary action, the Fire Chief shall make every attempt to place the transferred Fire Fighter in a vacant assignment. If a Fire Fighter, other than the Fire Fighter being disciplined, is displaced because of a transfer related to discipline, the Fire Chief will make every attempt to help the displaced individual move to a more desirable location, which may not necessarily be the location from which the disciplined Fire Fighter was moved.

**Section 9. Use of Accrued Leave**

Any Fire Fighter who is suspended from duty for up to fifteen (15) days may request approval of the Fire Chief to use accrued vacation leave to cover all or part of the suspension. The Fire Chief may, in his/her sole discretion, determine whether to approve the Fire Fighter's request and the number of days' vacation leave that may be used. The Fire Fighter must request the use of vacation leave within ten (10) days after receipt of notice of the disciplinary suspension. By requesting the use of vacation leave to cover all or part of the suspension, the Fire Fighter waives all right to appeal the disciplinary suspension to the Civil Service Commission or a Hearing Examiner.

**Section 10. Non-disciplinary Corrective Action**

A. Verbal counseling, written counseling, and written reprimands are not discipline, and are not subject to grievances or appeals as to the substance of the decisions made. A contract grievance may be pursued for violations of the process set forth in this section. Written reprimands shall be initiated on a form which provides space for the Fire Fighter to respond and include his or her version of the event in dispute, which shall be completed and filed within 72 hours following delivery of the proposed written reprimand. That form shall be submitted by the initiating supervisor through the chain of command for review and action. There shall be no other requirement for advance notice of any proposed action. The form shall recite any instances of prior counseling or action, or if there are none, shall state the specific reasons justifying the present action without prior progressive corrective action. Written reprimands shall be initiated by the Fire Fighter's immediate supervisor. The "immediate supervisor'" is the one who had immediate supervisory responsibility over the Fire Fighter at the time of the incident. If a higher ranking department officer witnesses the violation, that officer may direct the supervisor to initiate a written reprimand after discussing the incident with the supervisor.

B. If a written counseling or written reprimand is issued to a Fire Fighter, the written counseling or written reprimand may not be placed in the Fire Fighter's departmental personnel file unless the Fire Fighter is first given an opportunity to read and sign the document. If the Fire Fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A Fire Fighter may respond in writing to a written counseling or written reprimand by submitting a written response to the Professional Standards Office not later than the $10^{th}$ day after the date the Fire Fighter is asked to sign the document.

C. A written reprimand shall not be used or relied upon in connection with any future corrective action or discipline after 12 months from the date of its approval. If a written reprimand is offered as proof of progressive discipline in a disciplinary appeal hearing, any written response that was timely filed by the Fire Fighter shall be offered in evidence with the written reprimand.

**PART C. EFFECT OF CONTRACT EXPIRATION**

The provisions of this Agreement shall remain in full force and effect after the expiration date of this Agreement as to:

A. Any investigation assigned a "PSO Number" by the Professional Standards Office prior to the expiration of this Agreement;

B. Any disciplinary decision by the Fire Chief prior to the expiration of this Agreement; and

C. Any appeals of such disciplinary action.

## ARTICLE 19
## USE OF CIVILIAN EMPLOYEES

**Section 1. Goals and Objectives**

The parties acknowledge that they share the interest of utilizing civilian employees in a manner which best accomplishes the goals and objectives of the Department while preserving job security for Chapter 143 Civil Service employees. To fulfill this interest, the parties agree that this Article shall apply to the duties set out herein.

**Section 2. Fire Prevention**

Fire prevention duties shall be performed by Fire Fighters, except that degreed engineers who are civilian employees may be assigned fire prevention duties.

**Section 3. Fire Communications**

Fire communications duties will be performed by Fire Fighters, except that the one (1) dispatch position currently filled by a civilian employee will be converted to a Fire Fighter position through attrition. No additional dispatch positions will be filled by civilian employees.

**Section 4. Fire Administration**

Fire Administration duties, within the meaning of Local Gov't Code 143.003(4)(A)(ix), may be performed by civilian employees. The Department agrees that civilian employees working in Fire Administration will not be used to perform the duties listed in Section 143.003(4)(A)(i–viii and x), or to perform Fire Administration duties currently performed by Fire Fighters.

**Section 5. Recruiting**

Subject to the requirements of the Consent Decree, the Association agrees that the City may use civilian contractors and/or one-full time civilian employee, in the Recruiting Section, to recruit applicants for the Fire Department. The Association recognizes that recruiting activities are cyclical and during the months immediately preceding the hiring process, the city may employ additional temporary or part time civilian employees to assist in the recruiting efforts.

**Section 6. Public Information Officer**

The position of Public Information Officer may continue to be a civilian position. The Fire Chief will continue to use Fire Fighters as public information officers for on-camera interviews and/or comments at fire or emergency scenes. The parties specifically agree, however, that no grievances or other claims may be filed by any Fire Fighter if any reporter or camera operator inadvertently speaks with and/or photographs a civilian at a fire or emergency scene.

**Section 7. Photography and Videography**

Photography and videography for public information purposes, marketing and training video production may be performed by civilian employees. However, such civilian employees will not be allowed to perform fire photography duties within the meaning of Local Gov't Code §143.003.

**Section 8. Air Shop**

The Air Shop supervisor will be under the direct supervision of an on-site Fire Fighter.

**Section 9. Wildfire Management Division**

Civilians working in the Wildfire Management Division will not be used for fire suppression duties. Civilians working in the Wildfire Management Division may perform community outreach and education, administer programs, provide training, and conduct wildfire prevention, including prescribed burns, under the direct supervision of a firefighter. These civilians will serve as technical advisors in the Wildfire Management, Wildfire Mitigation and Operations divisions.

**Section 10. Intent**

The parties agree that current job duties or functions now being performed by civilian employees may continue during this Agreement except as specifically modified in this Article. However, the Department agrees that it will not use civilians to perform duties that would not be permitted under Chapter 143, except as provided in this Article. Furthermore, civilian employees will not supervise the work of Fire Fighters. The City agrees that the use of civilian employees shall not cause a reduction in authorized force.

## ARTICLE 20
## CONTRACT GRIEVANCE PROCEDURE

**Section 1. Contract Grievances**

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances and, except as provided in Section 5, is exclusively for contract grievances. A contract grievance is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provisions of this Agreement.

The Association or any bargaining unit member may file a contract grievance under the terms of this Agreement. Each contract grievance shall be submitted on a form agreed to by the parties and must include:

1. A brief statement of the grievance and the facts or events upon which it is based;

2. The section(s) of the Agreement alleged to have been violated;

3. The remedy or adjustment sought;

4. The steps taken by the grievant to resolve the issue; and

5. For a maintenance of standards or past practice grievance, the specific right or practice that is the basis of the complaint must be reasonably identified.

**Section 2. Procedure**

**A. Step 1**

The Association President or an employee who is aggrieved must file a grievance with the Association Grievance Committee within twenty (20) days of the date upon which the Fire Fighter knew of or should have known of the facts or events giving rise to the grievance. A copy of the grievance shall be forwarded to the Fire Chief or his/her designee and the City's Labor Relations Office by the Association Grievance Committee within three (3) days of receipt of the grievance.

The Association Grievance Committee shall within fifteen (15) days of receipt of the grievance, determine in its sole discretion, if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee and the City's Labor Relations Office that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the Fire Fighter(s) by forwarding the written grievance to Step 2 of this procedure.

**B. Step 2**

Any grievance found to be valid by the Association Grievance Committee, shall be submitted to the Fire Chief and the City's Labor Relations Office within ten (10) days of the Step 1 ruling. After receipt of the grievance, the Fire Chief shall, within ten (10) days of receipt of the

grievance, submit his/her response in writing to the Association Grievance Committee.

**C. Step 3**

If the grievance is not resolved at Step 2, the Association shall have ten (10) days from receipt of the Fire Chiefs decision to submit the matter to arbitration. The arbitration procedure will be implemented by the Association notifying the Fire Chief and the City's Labor Relations Office in writing of its intent to submit the grievance to arbitration.

**D. Step 4**

If a grievance is submitted to arbitration, the City and the Association may, within five (5) days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on the selection of an arbitrator, the City and Association shall, within five (5) days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one (1) name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of his/her selection and the parties, in agreement with the arbitrator, shall select a time, place and date for the hearing of the grievance.

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

2. With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement.

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

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

5. Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing.

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

For the purposes of this Article, a day is defined as a business day on which the City conducts normal business. In calculating deadlines, the day of the act, event or default after which a period of time begins to run is not included. The last day of the period is included unless it is a

weekend or City observed holiday. All time limits set forth in this Article may be extended by written mutual consent, but if not so extended must be strictly observed. Failure of the Association or the grievant to comply with the time limits set forth will serve to declare the grievance settled, and no further action shall be taken. Failure of the Fire Chief or the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Association) may proceed to the next step.

**Section 4. Election of Remedies**

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

**Section 5. Statutory Appeals and Hearings**

Except as specifically provided in this Agreement, all statutory rights of appeal to the Civil Service Commission or Hearing Examiner, including disciplinary matters, promotional bypasses, and demotions will be governed by Chapter 143 and this Agreement, and are not subject to this contract grievance procedure.

**Section 6. Informal Grievance Resolution**

In an attempt to avoid costly arbitration, the parties will try to informally resolve grievances both prior to their filing and prior to arbitration. The attempt to informally resolve grievances does not extend any deadlines unless specifically agreed upon by the parties. Failure to comply with this section shall not serve as the basis of a grievance, nor shall it be admissible by either party at arbitration.

## ARTICLE 21
## PERSONNEL DEVELOPMENT EVALUATIONS

The parties have agreed that Personnel Development Evaluations/PDE's shall be conducted at least annually, notwithstanding Local Government Code Section 143.082 or Commission rules. The Fire Chief shall determine the frequency of administration of the Evaluations. No information on discipline or reprimands shall be included on the efficiency report/PDE.

## ARTICLE 22
## HEALTH RELATED BENEFITS

**Section 1. Health Insurance**

During the term of this Agreement, eligible Fire Fighters and their eligible dependents shall be offered the same health insurance coverage at the same subsidized cost as approved by Council for other City employees on an annual basis.

**Section 2. Retiree Medical Coverage**

During the term of this Agreement, the City will comply with Chapter 175 of the Local Government Code regarding continued health insurance coverage for eligible retired fire fighters and their eligible dependents. During the term of this Agreement, eligible retired fire fighters and their eligible dependents shall be offered the same health insurance coverage at the same subsidized cost as approved by Council for other retired City employees on an annual basis.

In addition, the City agrees to include Fire Fighters in any Post Employment Health Plan (PEHP) established for any of the City's employees, either public safety or non-public safety, during the term of this Agreement.

## ARTICLE 23
## FIRE CADETS

**Section 1. Status of Fire Cadets**

By including this Article, the City does not concede that the Association is the exclusive bargaining agent for fire cadets as provided in Local Government Code Section 174.101, and the Association does not concede that it is not the exclusive bargaining agent for fire cadets as provided in Local Government Code Section 174.101.

**Section 2. Vacation and Sick Leave Accruals**

**A. Accrual Rates**

Fire Cadets will earn vacation and sick leave at the rate of entry level Fire Fighters during the time they are in Cadet Class.

**B. Leave Conversion for Fire Cadets**

Leave time accrued by Fire Cadets during their Cadet Class will be converted, upon graduation, by applying the standard rate already in use by the Department for converting leave accruals from 40 to the Operations Division work week schedules.

**Section 3. Bilingual Proficiency Examination for Fire Cadets**

Fire Cadets will be given the opportunity to take a language proficiency examination before graduation from the Fire Academy for any language for which Bilingual Translation Pay is available under Article 9 of this Agreement. The examination may be scheduled by the Department during the Fire Cadets off-duty time. Any Fire Cadet who elects to take the examination during off-duty hours shall not be entitled to compensation for the time spent taking the examination. Each Fire Cadet who passes the examination shall be entitled to begin receiving Bilingual Translation Pay at the first pay period after graduation from the Academy.

**Section 4. Service Credit**

Upon graduation from the Fire Academy, Fire Cadets will receive seniority and longevity credit for time spent in the Fire Academy, but such credit will not be counted as time in grade for determining eligibility for promotion.

**Section 5. Association Access to Cadet Classes**

The Association, with the approval of the content by the Chief, shall be allowed up to four hours to address each Cadet class to inform them about the Association and its activities. Such time spent addressing Cadet classes shall be deducted from the Association Business Leave pool.

## ARTICLE 24
## DRUG TESTING

**Section 1. Commitment to an Effective Drug Interdiction Program**

The City and the Association agree that Fire Fighters work in hazardous situations and that their readiness to perform emergency functions cannot be compromised by the use of illegal drugs or controlled substances. In order to further this joint interest in protecting Fire Fighters and the public, the City and Association agree to mandatory drug testing as described in this Article. The City and the Association are committed to the principle that the mandatory drug testing policy for Fire Fighters is designed, and shall be administered, to result in disciplinary action only against those Fire Fighters who have violated the Department's rules, regulations, policies, and procedures.

**Section 2. Drug Testing**

**A. Definitions**

1. As used in this Article in connection with post-motor vehicle collision testing pursuant to Section 3 and random testing pursuant to Section 4, "drug testing" means the compulsory production and submission of a urine sample by a Fire Fighter for chemical analysis to detect the presence of prohibited substance usage. Direct observation will not be included in the testing process.

2. As used in this Article in connection with testing on reasonable suspicion pursuant to Section 8, "drug testing" means the compulsory production and submission of a blood sample by a Fire Fighter for analysis to detect the presence and level of alcohol and prohibited substances.

B. Specimen testing shall be conducted using techniques, equipment, and laboratory facilities in compliance with regulations and guidelines of the U.S. Department of Health and Human Services (DHHS) by a laboratory certified by DHHS. Testing shall be consistent with procedures provided in 49 CFR §§40.71 and 40.73 as amended, except where provided otherwise in this Agreement.

C. The prohibited substances that will be tested for shall be the substances listed in 49 CFR §§40.85 and 40.87 at the time of the testing. A positive test is defined as one where there is a quantifiable presence of one of the above prohibited substances in an amount that meets or exceeds the thresholds under CFR §40.87.

D. A Fire Fighter will not be disciplined for the use of a controlled substance for which the Fire Fighter has a valid prescription, provided the employee is using the controlled substance in compliance with the prescription and Department policy, and is not impaired on duty.

**Section 3. Post-Motor Vehicle Collision Drug Testing**

If a Fire Fighter is involved in a motor vehicle collision while driving a City-owned vehicle at any time, or a personally-owned vehicle while on City business, the driver will be subject to post-accident drug testing if:

1. The collision results in a human fatality; or

2. An individual is transported for medical treatment away from the scene; or

3. Any vehicle involved in the collision is towed from the scene; or

4. If the Fire Fighter requests to be tested.

**Section 4. Random Drug Testing**

All Fire Fighters at all ranks and the Fire Chief shall be subject to selection for mandatory testing for prohibited drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the City's expense. Each year, up to twenty-five percent (25%) of the number of Fire Fighters in the Department will be randomly tested. The random selection process will be conducted using a scientifically valid method administered by a Third Party Administrator. Selections for random testing will be made for a defined period, no less frequently than monthly.

**Section 5. Providing a Urine Sample for Testing**

A. Upon being directed to submit a urine specimen for any drug test under this Agreement, a Fire Fighter shall provide a urine sample in accordance with protocols set out in 49 CFR Part 40, as amended, except where provided otherwise in this Agreement. The Fire Chief retains discretion to determine whether specimen collection will occur at a central location or on site at an AFD facility.

B. If the Fire Fighter is unable to provide at least 45ml of specimen on the first attempt, the provision under 49 CFR §40.193 shall be followed under the direction of the Medical Review Officer (MRO).

C. Failure to provide a urine sample other than for a medically verified inability may be considered insubordination, and may be the basis for suspension or indefinite suspension. The laboratory's Medical Review Officer (MRO) shall be contacted for instructions in the event of a claimed inability to provide a sample.

D. The parties recognize that individual testing facilities may have their own unique waiver forms they require the Fire Fighter to sign. Regardless of what the waiver form language states, the only testing and results the City will obtain shall be limited to the provisions of this Article.

**Section 6. Assurance of Accurate Results**

A. Fire Fighters shall have the right to request that their urine sample be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility where a sample will be maintained for the period of one year. Drug testing shall consist of a two-step procedure:

1. Initial screening test.
2. Confirmation test.

B. Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test. All positive test results will be reviewed by a Medical Review Officer who shall be selected by the testing laboratory. Fire Fighters shall

be provided with a notice of the result and may obtain a copy of the actual laboratory result upon request to the Department's Drug Testing Coordinator.

C. A Fire Fighter who disputes the results of a drug test required under this Agreement may request that an additional test be conducted. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on a split specimen that was provided by the Fire Fighter at the same time as the original specimen. The Fire Fighter may witness the splitting of the specimen at the time of collection. The method of collecting, storing, and testing the split specimen will be consistent with the procedures set out in 49 CFR Part 40, as amended. The Fire Fighter's request for a split specimen test must be made to the Medical Review Officer within seventy-two (72) hours after the Fire Fighter received notice of the original specimen's verified positive result. Requests received after expiration of the seventy-two (72) hour period can be accepted only if the delay is determined, in the sole discretion of the Fire Chief, to be the result of documentable facts that were beyond the control of the Fire Fighter. The cost of the split specimen test will be paid by the City. If the result of the employee's split specimen test is positive, the Fire Fighter will reimburse the City for the cost of the test.

D. Each year the Drug Testing Program will be evaluated by a third party in accordance with the vendor agreement and CFR §40.121.

**Section 7. Confidentiality of Records**

The Austin Fire Department is committed to protect the individual dignity, privacy, and confidentiality (consistent with the purposes of the testing program). All records pertaining to required drug tests shall remain confidential except when disclosure is mandated by law or judicial order, or when used in a disciplinary or fitness for duty proceeding. Drug test results and records shall be stored in a locked file under the control of the Department's Drug Testing Coordinator, under the supervision of the Fire Chief, who will maintain original copies submitted by the laboratory. No access to these files shall be allowed without written approval of the Fire Chief.

**Section 8. Testing on Reasonable Suspicion**

Nothing in this Article shall be construed to prohibit the Fire Chief from conducting an alcohol or drug test on a Fire Fighter, or a search of any areas in which the Fire Fighter does not have a personal privacy expectation, based upon reasonable suspicion that the Fire Fighter has violated the Department's rules, regulations, policies, or procedures. Indicators that form the basis for reasonable suspicion shall be documented in writing.

**Section 9. Education**

Mandatory educational programs regarding alcohol and drug use will be implemented for all Fire Fighters and printed educational materials will be available to Fire Fighters, including Department policies and relevant federal regulations referred to in this Agreement.

**Section 10. Self-Disclosure Prior to Testing Requirement**

A. If a Fire Fighter self-discloses to the Fire Chief that the Fire Fighter has used illegal drugs or controlled substances and seeks treatment for drug use, the Fire Chief may use one of the alternative discipline processes in Article 18. Any such self-disclosure must occur:

1. Before the Fire Fighter is notified of selection for random drug testing under

Section 4 above;

2. Before the Fire Fighter is involved in any motor vehicle collision that would subject the Fire Fighter to drug testing under Section 3 above; or

3. Before the occurrence of any event which forms the basis of the Fire Chiefs decision to require a drug test based on reasonable suspicion that the Fire Fighter has violated the Department's rules, regulations, policies, or procedures.

**Section 11. Conflicts**

A. The terms of this Agreement shall prevail in a conflict with Departmental policy regarding alcohol or drug testing.

B. Nothing in this Article restricts the authority of the Fire Chief to impose appropriate disciplinary action for the violation of Department rules, regulations, policies, or procedures regarding:

1. The use or possession of prohibited substances; and/or

2. The misuse of controlled substances or the consumption of alcohol.

## ARTICLE 25
## PRE-EMPTION OF CIVIL SERVICE AND OTHER PROVISIONS

In this Agreement the parties agree to the following;

"**Conflict preemption**" applies unless otherwise specified. Texas Local Gov't Code §174.006 authorizes the parties to alter a "state or local civil service provision" through collective bargaining. To the full extent authorized by §174.006, the parties agree that the provisions of this Agreement shall preempt those portions of any state statute, executive order, local ordinance, or rule with which they specifically conflict only to the extent of such conflict; remaining portions of such provisions will continue to govern the parties' actions.

"**Total preemption**" applies only where specified. However, to the extent allowed by §174.006, the parties may totally preempt a state statute, executive order, local ordinance, or rule, by placing a provision in this Agreement that: (1) specifically states it is intended to "totally preempt" the law in question, and (2) specifically identifies the law(s) being totally preempted.

## ARTICLE 26
## ENTIRE AGREEMENT

**Section 1. Subjects Bargained**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter which is a mandatory subject of the collective bargaining process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain with respect to any subject or matter, whether or not referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2. Amendment to the Agreement**

Except as otherwise explicitly stated, this Agreement may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 174.

## ARTICLE 27
## MAINTENANCE OF STANDARDS

**Section 1. Scope of Article**

Subject to Section 2 below, all economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Austin Fire Department as to matters subject to mandatory bargaining under Local Government Code Chapter 174, and enjoyed by the Fire Fighters of the bargaining unit as of the effective date of this Agreement, but which are not included in this Agreement, shall remain unchanged for the duration of this Agreement.

**Section 2. Operational Needs of the Department**

Department management may change those benefits, privileges, and working conditions which it determines, in accordance with this subsection, to interfere with the operation of the Department. Any such changes must be made in good faith, must be consistent with the spirit and intent of the relevant provision or practice, must be reasonable and not discriminatory, must be reasonably related to the safe and orderly operation of the Fire Department, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement.

## ARTICLE 28
## SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until collective bargaining negotiations are resumed.

## ARTICLE 29
## NOTICES

**Section 1. Association Notices**

Notices the Association is required to provide to the City under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing (by e-mail or U.S. mail) to the Fire Chief's office, the designated attorney in the City Attorney's Office and the City's Labor Relations Office.

**Section 2. City Notices**

Notices the City is required to provide to the Association under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing (by e-mail or U.S. mail) to the Association President, Secretary/Treasurer and Office Administrator.

**Section 3. Designation of Notice Recipients**

Within 7 days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

**Section 4. Timeliness of Notice**

A notice will be deemed timely if postmarked or time stamped no later than the date such notice is due.

**Section 5. Adequacy of E-mail Notice**

Use of e-mail communications under this Article shall be preceded by confirmed exchanges at the outset of the Agreement, from the sending to receiving servers, prior to using the e-mail option for notices under this Article. Any system change by either party which would modify IT protocols, filters, or other technical configurations shall require a confirmed exchange again. A notice sent by e-mail will be deemed timely if addressed to the correct e-mail addresses for the City or the Association and sent by 11:59 p.m. on the due date.

**Section 6. Notice of Address Changes**

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

## ARTICLE 30
## TERMINATION OF AGREEMENT

**Section 1. Term of Agreement**

A. This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made retroactive. It shall remain in full force and effect until the 30th day of September, 2022.

B. The provisions of this Agreement do not apply to any Fire Fighter who separates from City employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

**Section 2. Continuation during Negotiations**

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

**Section 3. Funding Obligations**

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, if necessary to comply with the Texas Constitution, Article XI.

## ARTICLE 31
## MERGER WITH ATCEMS

If the City proposes to merge the Austin Fire Department with the Austin-Travis County Emergency Medical Services Department during the life of this Agreement, the parties agree that the Association will be provided advance notice and an opportunity to negotiate the mandatory subjects of bargaining applicable to and directly resulting from the addition of such employees to the bargaining unit before the merger occurs. The bargaining process shall be limited to 120 days unless extended by agreement. In the event the parties are unable after 120 days of bargaining to reach an agreement, a party may request, but neither party shall be required, to use mediation or arbitration to resolve disputed issues under Texas Local Government Code Chapter 174.

## ARTICLE 32
## LINE OF DUTY DEATHS

In the event of a Line of Duty Death (LODD) in the Austin Fire Department, the Fire Chief may authorize TCFP Certified Fire Fighters employed by other municipalities to ride on AFD apparatus as temporary volunteer replacements during the time of the funeral services or other ceremonial involvement of regular Austin Fire Fighters.

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# APPENDIX A-1
# PAY SCALES FY 2017-18

## 40 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 25.034 | 27.206 | 29.520 | 32.222 | 32.222 | 32.222 | 33.831 | 33.831 | 33.831 | 35.524 | 35.524 | 35.524 | 37.297 |
| 14050 | MO | 4,339 | 4,716 | 5,117 | 5,585 | 5,585 | 5,585 | 5,864 | 5,864 | 5,864 | 6,157 | 6,157 | 6,157 | 6,465 |
| F02 | YR | 52,070 | 56,588 | 61,402 | 67,021 | 67,021 | 67,021 | 70,369 | 70,369 | 70,369 | 73,889 | 73,889 | 73,889 | 77,578 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 31.882 | 34.799 | 34.799 | 34.799 | 36.538 | 36.538 | 36.538 | 38.365 | 38.365 | 38.365 | 40.281 |
| 14025 | MO | | | 5,526 | 6,032 | 6,032 | 6,032 | 6,333 | 6,333 | 6,333 | 6,650 | 6,650 | 6,650 | 6,982 |
| F06 | YR | | | 66,314 | 72,383 | 72,383 | 72,383 | 75,999 | 75,999 | 75,999 | 79,800 | 79,800 | 79,800 | 83,785 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 37.583 | 37.583 | 39.461 | 39.461 | 39.461 | 41.435 | 41.435 | 41.435 | 43.504 |
| 14020 | MO | | | | | 6,514 | 6,514 | 6,840 | 6,840 | 6,840 | 7,182 | 7,182 | 7,182 | 7,541 |
| F08 | YR | | | | | 78,173 | 78,173 | 82,079 | 82,079 | 82,079 | 86,184 | 86,184 | 86,184 | 90,487 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 42.618 | 42.618 | 42.618 | 44.749 | 44.749 | 44.749 | 46.984 |
| 13995 | MO | | | | | | | 7,387 | 7,387 | 7,387 | 7,757 | 7,757 | 7,757 | 8,144 |
| F09 | YR | | | | | | | 88,645 | 88,645 | 88,645 | 93,079 | 93,079 | 93,079 | 97,726 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 46.453 | 48.777 | 48.777 | 48.777 | 51.212 |
| 13985 | MO | | | | | | | | | 8,052 | 8,455 | 8,455 | 8,455 | 8,877 |
| F10 | YR | | | | | | | | | 96,623 | 101,456 | 101,456 | 101,456 | 106,522 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 50.170 | 52.679 | 52.679 | 52.679 | 55.309 |
| 14015 | MO | | | | | | | | | 8,696 | 9,131 | 9,131 | 9,131 | 9,587 |
| F11 | YR | | | | | | | | | 104,353 | 109,572 | 109,572 | 109,572 | 115,044 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 37.297 | 37.297 | 39.165 | 39.165 | 39.165 | 41.121 | 41.121 | 41.121 | 43.177 | 43.177 | 43.177 | 43.177 | 43.177 |
| 14050 | MO | 6,465 | 6,465 | 6,789 | 6,789 | 6,789 | 7,128 | 7,128 | 7,128 | 7,484 | 7,484 | 7,484 | 7,484 | 7,484 |
| F02 | YR | 77,578 | 77,578 | 81,463 | 81,463 | 81,463 | 85,531 | 85,531 | 85,531 | 89,808 | 89,808 | 89,808 | 89,808 | 89,808 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 40.281 | 40.281 | 42.298 | 42.298 | 42.298 | 44.410 | 44.410 | 44.410 | 46.631 | 46.631 | 46.631 | 46.631 | 46.631 |
| 14025 | MO | 6,982 | 6,982 | 7,332 | 7,332 | 7,332 | 7,698 | 7,698 | 7,698 | 8,083 | 8,083 | 8,083 | 8,083 | 8,083 |
| F06 | YR | 83,785 | 83,785 | 87,980 | 87,980 | 87,980 | 92,374 | 92,374 | 92,374 | 96,993 | 96,993 | 96,993 | 96,993 | 96,993 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 43.504 | 43.504 | 45.682 | 45.682 | 45.682 | 47.963 | 47.963 | 47.963 | 50.362 | 50.362 | 50.362 | 50.362 | 50.362 |
| 14020 | MO | 7,541 | 7,541 | 7,918 | 7,918 | 7,918 | 8,314 | 8,314 | 8,314 | 8,729 | 8,729 | 8,729 | 8,729 | 8,729 |
| F08 | YR | 90,487 | 90,487 | 95,018 | 95,018 | 95,018 | 99,764 | 99,764 | 99,764 | 104,752 | 104,752 | 104,752 | 104,752 | 104,752 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 46.984 | 46.984 | 49.336 | 49.336 | 49.336 | 51.800 | 51.800 | 51.800 | 54.390 | 54.390 | 54.390 | 54.390 | 54.390 |
| 13995 | MO | 8,144 | 8,144 | 8,552 | 8,552 | 8,552 | 8,979 | 8,979 | 8,979 | 9,428 | 9,428 | 9,428 | 9,428 | 9,428 |
| F09 | YR | 97,726 | 97,726 | 102,620 | 102,620 | 102,620 | 107,745 | 107,745 | 107,745 | 113,132 | 113,132 | 113,132 | 113,132 | 113,132 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 51.212 | 51.212 | 53.777 | 53.777 | 53.777 | 56.462 | 56.462 | 56.462 | 59.286 | 59.286 | 59.286 | 59.286 | 59.286 |
| 13985 | MO | 8,877 | 8,877 | 9,321 | 9,321 | 9,321 | 9,787 | 9,787 | 9,787 | 10,276 | 10,276 | 10,276 | 10,276 | 10,276 |
| F10 | YR | 106,522 | 106,522 | 111,856 | 111,856 | 111,856 | 117,442 | 117,442 | 117,442 | 123,314 | 123,314 | 123,314 | 123,314 | 123,314 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 55.309 | 55.309 | 58.079 | 58.079 | 58.079 | 60.979 | 60.979 | 60.979 | 64.028 | 64.028 | 64.028 | 64.028 | 64.028 |
| 14015 | MO | 9,587 | 9,587 | 10,067 | 10,067 | 10,067 | 10,570 | 10,570 | 10,570 | 11,098 | 11,098 | 11,098 | 11,098 | 11,098 |
| F11 | YR | 115,044 | 115,044 | 120,804 | 120,804 | 120,804 | 126,837 | 126,837 | 126,837 | 133,179 | 133,179 | 133,179 | 133,179 | 133,179 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 1: 0.25% effective the first pay period FY 2017-18

# APPENDIX A-1
# PAY SCALES FY 2017-18

## 53 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 18.893 | 20.533 | 22.279 | 24.318 | 24.318 | 24.318 | 25.533 | 25.533 | 25.533 | 26.810 | 26.810 | 26.810 | 28.149 |
| 14050 | MO | 4,339 | 4,716 | 5,117 | 5,585 | 5,585 | 5,585 | 5,864 | 5,864 | 5,864 | 6,157 | 6,157 | 6,157 | 6,465 |
| F02 | YR | 52,070 | 56,588 | 61,402 | 67,021 | 67,021 | 67,021 | 70,369 | 70,369 | 70,369 | 73,889 | 73,889 | 73,889 | 77,578 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 24.062 | 26.264 | 26.264 | 26.264 | 27.576 | 27.576 | 27.576 | 28.955 | 28.955 | 28.955 | 30.401 |
| 14025 | MO | | | 5,526 | 6,032 | 6,032 | 6,032 | 6,333 | 6,333 | 6,333 | 6,650 | 6,650 | 6,650 | 6,982 |
| F06 | YR | | | 66,314 | 72,383 | 72,383 | 72,383 | 75,999 | 75,999 | 75,999 | 79,800 | 79,800 | 79,800 | 83,785 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 28.365 | 28.365 | 29.782 | 29.782 | 29.782 | 31.271 | 31.271 | 31.271 | 32.833 |
| 14020 | MO | | | | | 6,514 | 6,514 | 6,840 | 6,840 | 6,840 | 7,182 | 7,182 | 7,182 | 7,541 |
| F08 | YR | | | | | 78,173 | 78,173 | 82,079 | 82,079 | 82,079 | 86,184 | 86,184 | 86,184 | 90,487 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 32.164 | 32.164 | 32.164 | 33.773 | 33.773 | 33.773 | 35.460 |
| 13995 | MO | | | | | | | 7,387 | 7,387 | 7,387 | 7,757 | 7,757 | 7,757 | 8,144 |
| F09 | YR | | | | | | | 88,645 | 88,645 | 88,645 | 93,079 | 93,079 | 93,079 | 97,726 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 35.059 | 36.813 | 36.813 | 36.813 | 38.651 |
| 13985 | MO | | | | | | | | | 8,052 | 8,455 | 8,455 | 8,455 | 8,877 |
| F10 | YR | | | | | | | | | 96,623 | 101,456 | 101,456 | 101,456 | 106,522 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 37.864 | 39.758 | 39.758 | 39.758 | 41.743 |
| 14015 | MO | | | | | | | | | 8,696 | 9,131 | 9,131 | 9,131 | 9,587 |
| F11 | YR | | | | | | | | | 104,353 | 109,572 | 109,572 | 109,572 | 115,044 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 28.149 | 28.149 | 29.558 | 29.558 | 29.558 | 31.035 | 31.035 | 31.035 | 32.586 | 32.586 | 32.586 | 32.586 | 32.586 |
| 14050 | MO | 6,465 | 6,465 | 6,789 | 6,789 | 6,789 | 7,128 | 7,128 | 7,128 | 7,484 | 7,484 | 7,484 | 7,484 | 7,484 |
| F02 | YR | 77,578 | 77,578 | 81,463 | 81,463 | 81,463 | 85,531 | 85,531 | 85,531 | 89,808 | 89,808 | 89,808 | 89,808 | 89,808 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 30.401 | 30.401 | 31.923 | 31.923 | 31.923 | 33.517 | 33.517 | 33.517 | 35.193 | 35.193 | 35.193 | 35.193 | 35.193 |
| 14025 | MO | 6,982 | 6,982 | 7,332 | 7,332 | 7,332 | 7,698 | 7,698 | 7,698 | 8,083 | 8,083 | 8,083 | 8,083 | 8,083 |
| F06 | YR | 83,785 | 83,785 | 87,980 | 87,980 | 87,980 | 92,374 | 92,374 | 92,374 | 96,993 | 96,993 | 96,993 | 96,993 | 96,993 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 32.833 | 32.833 | 34.477 | 34.477 | 34.477 | 36.199 | 36.199 | 36.199 | 38.009 | 38.009 | 38.009 | 38.009 | 38.009 |
| 14020 | MO | 7,541 | 7,541 | 7,918 | 7,918 | 7,918 | 8,314 | 8,314 | 8,314 | 8,729 | 8,729 | 8,729 | 8,729 | 8,729 |
| F08 | YR | 90,487 | 90,487 | 95,018 | 95,018 | 95,018 | 99,764 | 99,764 | 99,764 | 104,752 | 104,752 | 104,752 | 104,752 | 104,752 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 35.460 | 35.460 | 37.235 | 37.235 | 37.235 | 39.095 | 39.095 | 39.095 | 41.049 | 41.049 | 41.049 | 41.049 | 41.049 |
| 13995 | MO | 8,144 | 8,144 | 8,552 | 8,552 | 8,552 | 8,979 | 8,979 | 8,979 | 9,428 | 9,428 | 9,428 | 9,428 | 9,428 |
| F09 | YR | 97,726 | 97,726 | 102,620 | 102,620 | 102,620 | 107,745 | 107,745 | 107,745 | 113,132 | 113,132 | 113,132 | 113,132 | 113,132 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 38.651 | 38.651 | 40.586 | 40.586 | 40.586 | 42.613 | 42.613 | 42.613 | 44.744 | 44.744 | 44.744 | 44.744 | 44.744 |
| 13985 | MO | 8,877 | 8,877 | 9,321 | 9,321 | 9,321 | 9,787 | 9,787 | 9,787 | 10,276 | 10,276 | 10,276 | 10,276 | 10,276 |
| F10 | YR | 106,522 | 106,522 | 111,856 | 111,856 | 111,856 | 117,442 | 117,442 | 117,442 | 123,314 | 123,314 | 123,314 | 123,314 | 123,314 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 41.743 | 41.743 | 43.833 | 43.833 | 43.833 | 46.022 | 46.022 | 46.022 | 48.323 | 48.323 | 48.323 | 48.323 | 48.323 |
| 14015 | MO | 9,587 | 9,587 | 10,067 | 10,067 | 10,067 | 10,570 | 10,570 | 10,570 | 11,098 | 11,098 | 11,098 | 11,098 | 11,098 |
| F11 | YR | 115,044 | 115,044 | 120,804 | 120,804 | 120,804 | 126,837 | 126,837 | 126,837 | 133,179 | 133,179 | 133,179 | 133,179 | 133,179 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 1: 0.25% effective the first pay period FY 2017-18

# APPENDIX A-2
# PAY SCALES FY 2018-19

## 40 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 25.159 | 27.342 | 29.668 | 32.383 | 32.383 | 32.383 | 34.001 | 34.001 | 34.001 | 35.701 | 35.701 | 35.701 | 37.484 |
| 14050 | MO | 4,361 | 4,739 | 5,142 | 5,613 | 5,613 | 5,613 | 5,893 | 5,893 | 5,893 | 6,188 | 6,188 | 6,188 | 6,497 |
| F02 | YR | 52,331 | 56,871 | 61,709 | 67,356 | 67,356 | 67,356 | 70,721 | 70,721 | 70,721 | 74,258 | 74,258 | 74,258 | 77,966 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 32.041 | 34.973 | 34.973 | 34.973 | 36.721 | 36.721 | 36.721 | 38.557 | 38.557 | 38.557 | 40.483 |
| 14025 | MO | | | 5,554 | 6,062 | 6,062 | 6,062 | 6,365 | 6,365 | 6,365 | 6,683 | 6,683 | 6,683 | 7,017 |
| F06 | YR | | | 66,645 | 72,744 | 72,744 | 72,744 | 76,379 | 76,379 | 76,379 | 80,199 | 80,199 | 80,199 | 84,204 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 37.771 | 37.771 | 39.658 | 39.658 | 39.658 | 41.642 | 41.642 | 41.642 | 43.721 |
| 14020 | MO | | | | | 6,547 | 6,547 | 6,874 | 6,874 | 6,874 | 7,218 | 7,218 | 7,218 | 7,578 |
| F08 | YR | | | | | 78,564 | 78,564 | 82,489 | 82,489 | 82,489 | 86,615 | 86,615 | 86,615 | 90,940 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 42.831 | 42.831 | 42.831 | 44.973 | 44.973 | 44.973 | 47.219 |
| 13995 | MO | | | | | | | 7,424 | 7,424 | 7,424 | 7,795 | 7,795 | 7,795 | 8,185 |
| F09 | YR | | | | | | | 89,088 | 89,088 | 89,088 | 93,544 | 93,544 | 93,544 | 98,215 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 46.686 | 49.021 | 49.021 | 49.021 | 51.468 |
| 13985 | MO | | | | | | | | | 8,092 | 8,497 | 8,497 | 8,497 | 8,921 |
| F10 | YR | | | | | | | | | 97,106 | 101,963 | 101,963 | 101,963 | 107,054 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 50.421 | 52.942 | 52.942 | 52.942 | 55.586 |
| 14015 | MO | | | | | | | | | 8,740 | 9,177 | 9,177 | 9,177 | 9,635 |
| F11 | YR | | | | | | | | | 104,875 | 110,120 | 110,120 | 110,120 | 115,619 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 37.484 | 37.484 | 39.361 | 39.361 | 39.361 | 41.326 | 41.326 | 41.326 | 43.393 | 43.393 | 43.393 | 43.393 | 43.393 |
| 14050 | MO | 6,497 | 6,497 | 6,823 | 6,823 | 6,823 | 7,163 | 7,163 | 7,163 | 7,521 | 7,521 | 7,521 | 7,521 | 7,521 |
| F02 | YR | 77,966 | 77,966 | 81,870 | 81,870 | 81,870 | 85,959 | 85,959 | 85,959 | 90,257 | 90,257 | 90,257 | 90,257 | 90,257 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 40.483 | 40.483 | 42.510 | 42.510 | 42.510 | 44.633 | 44.633 | 44.633 | 46.864 | 46.864 | 46.864 | 46.864 | 46.864 |
| 14025 | MO | 7,017 | 7,017 | 7,368 | 7,368 | 7,368 | 7,736 | 7,736 | 7,736 | 8,123 | 8,123 | 8,123 | 8,123 | 8,123 |
| F06 | YR | 84,204 | 84,204 | 88,420 | 88,420 | 88,420 | 92,836 | 92,836 | 92,836 | 97,477 | 97,477 | 97,477 | 97,477 | 97,477 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 43.721 | 43.721 | 45.910 | 45.910 | 45.910 | 48.203 | 48.203 | 48.203 | 50.613 | 50.613 | 50.613 | 50.613 | 50.613 |
| 14020 | MO | 7,578 | 7,578 | 7,958 | 7,958 | 7,958 | 8,355 | 8,355 | 8,355 | 8,773 | 8,773 | 8,773 | 8,773 | 8,773 |
| F08 | YR | 90,940 | 90,940 | 95,493 | 95,493 | 95,493 | 100,263 | 100,263 | 100,263 | 105,276 | 105,276 | 105,276 | 105,276 | 105,276 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 47.219 | 47.219 | 49.583 | 49.583 | 49.583 | 52.059 | 52.059 | 52.059 | 54.662 | 54.662 | 54.662 | 54.662 | 54.662 |
| 13995 | MO | 8,185 | 8,185 | 8,594 | 8,594 | 8,594 | 9,024 | 9,024 | 9,024 | 9,475 | 9,475 | 9,475 | 9,475 | 9,475 |
| F09 | YR | 98,215 | 98,215 | 103,133 | 103,133 | 103,133 | 108,284 | 108,284 | 108,284 | 113,698 | 113,698 | 113,698 | 113,698 | 113,698 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 51.468 | 51.468 | 54.046 | 54.046 | 54.046 | 56.745 | 56.745 | 56.745 | 59.582 | 59.582 | 59.582 | 59.582 | 59.582 |
| 13985 | MO | 8,921 | 8,921 | 9,368 | 9,368 | 9,368 | 9,836 | 9,836 | 9,836 | 10,328 | 10,328 | 10,328 | 10,328 | 10,328 |
| F10 | YR | 107,054 | 107,054 | 112,415 | 112,415 | 112,415 | 118,029 | 118,029 | 118,029 | 123,931 | 123,931 | 123,931 | 123,931 | 123,931 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 55.586 | 55.586 | 58.369 | 58.369 | 58.369 | 61.284 | 61.284 | 61.284 | 64.349 | 64.349 | 64.349 | 64.349 | 64.349 |
| 14015 | MO | 9,635 | 9,635 | 10,117 | 10,117 | 10,117 | 10,623 | 10,623 | 10,623 | 11,154 | 11,154 | 11,154 | 11,154 | 11,154 |
| F11 | YR | 115,619 | 115,619 | 121,408 | 121,408 | 121,408 | 127,471 | 127,471 | 127,471 | 133,845 | 133,845 | 133,845 | 133,845 | 133,845 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 2: 0.50% effective the first pay period FY 2018-19

# APPENDIX A-2
# PAY SCALES FY 2018-19

## 53 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 18.988 | 20.635 | 22.391 | 24.440 | 24.440 | 24.440 | 25.661 | 25.661 | 25.661 | 26.944 | 26.944 | 26.944 | 28.290 |
| 14050 | MO | 4,361 | 4,739 | 5,142 | 5,613 | 5,613 | 5,613 | 5,893 | 5,893 | 5,893 | 6,188 | 6,188 | 6,188 | 6,497 |
| F02 | YR | 52,331 | 56,871 | 61,709 | 67,356 | 67,356 | 67,356 | 70,721 | 70,721 | 70,721 | 74,258 | 74,258 | 74,258 | 77,966 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 24.182 | 26.395 | 26.395 | 26.395 | 27.714 | 27.714 | 27.714 | 29.100 | 29.100 | 29.100 | 30.553 |
| 14025 | MO | | | 5,554 | 6,062 | 6,062 | 6,062 | 6,365 | 6,365 | 6,365 | 6,683 | 6,683 | 6,683 | 7,017 |
| F06 | YR | | | 66,645 | 72,744 | 72,744 | 72,744 | 76,379 | 76,379 | 76,379 | 80,199 | 80,199 | 80,199 | 84,204 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 28.507 | 28.507 | 29.931 | 29.931 | 29.931 | 31.428 | 31.428 | 31.428 | 32.997 |
| 14020 | MO | | | | | 6,547 | 6,547 | 6,874 | 6,874 | 6,874 | 7,218 | 7,218 | 7,218 | 7,578 |
| F08 | YR | | | | | 78,564 | 78,564 | 82,489 | 82,489 | 82,489 | 86,615 | 86,615 | 86,615 | 90,940 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 32.325 | 32.325 | 32.325 | 33.942 | 33.942 | 33.942 | 35.637 |
| 13995 | MO | | | | | | | 7,424 | 7,424 | 7,424 | 7,795 | 7,795 | 7,795 | 8,185 |
| F09 | YR | | | | | | | 89,088 | 89,088 | 89,088 | 93,544 | 93,544 | 93,544 | 98,215 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 35.234 | 36.997 | 36.997 | 36.997 | 38.844 |
| 13985 | MO | | | | | | | | | 8,092 | 8,497 | 8,497 | 8,497 | 8,921 |
| F10 | YR | | | | | | | | | 97,106 | 101,963 | 101,963 | 101,963 | 107,054 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 38.053 | 39.957 | 39.957 | 39.957 | 41.952 |
| 14015 | MO | | | | | | | | | 8,740 | 9,177 | 9,177 | 9,177 | 9,635 |
| F11 | YR | | | | | | | | | 104,875 | 110,120 | 110,120 | 110,120 | 115,619 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 28.290 | 28.290 | 29.706 | 29.706 | 29.706 | 31.190 | 31.190 | 31.190 | 32.749 | 32.749 | 32.749 | 32.749 | 32.749 |
| 14050 | MO | 6,497 | 6,497 | 6,823 | 6,823 | 6,823 | 7,163 | 7,163 | 7,163 | 7,521 | 7,521 | 7,521 | 7,521 | 7,521 |
| F02 | YR | 77,966 | 77,966 | 81,870 | 81,870 | 81,870 | 85,959 | 85,959 | 85,959 | 90,257 | 90,257 | 90,257 | 90,257 | 90,257 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 30.553 | 30.553 | 32.083 | 32.083 | 32.083 | 33.685 | 33.685 | 33.685 | 35.369 | 35.369 | 35.369 | 35.369 | 35.369 |
| 14025 | MO | 7,017 | 7,017 | 7,368 | 7,368 | 7,368 | 7,736 | 7,736 | 7,736 | 8,123 | 8,123 | 8,123 | 8,123 | 8,123 |
| F06 | YR | 84,204 | 84,204 | 88,420 | 88,420 | 88,420 | 92,836 | 92,836 | 92,836 | 97,477 | 97,477 | 97,477 | 97,477 | 97,477 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 32.997 | 32.997 | 34.649 | 34.649 | 34.649 | 36.380 | 36.380 | 36.380 | 38.199 | 38.199 | 38.199 | 38.199 | 38.199 |
| 14020 | MO | 7,578 | 7,578 | 7,958 | 7,958 | 7,958 | 8,355 | 8,355 | 8,355 | 8,773 | 8,773 | 8,773 | 8,773 | 8,773 |
| F08 | YR | 90,940 | 90,940 | 95,493 | 95,493 | 95,493 | 100,263 | 100,263 | 100,263 | 105,276 | 105,276 | 105,276 | 105,276 | 105,276 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 35.637 | 35.637 | 37.421 | 37.421 | 37.421 | 39.290 | 39.290 | 39.290 | 41.255 | 41.255 | 41.255 | 41.255 | 41.255 |
| 13995 | MO | 8,185 | 8,185 | 8,594 | 8,594 | 8,594 | 9,024 | 9,024 | 9,024 | 9,475 | 9,475 | 9,475 | 9,475 | 9,475 |
| F09 | YR | 98,215 | 98,215 | 103,133 | 103,133 | 103,133 | 108,284 | 108,284 | 108,284 | 113,698 | 113,698 | 113,698 | 113,698 | 113,698 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 38.844 | 38.844 | 40.789 | 40.789 | 40.789 | 42.826 | 42.826 | 42.826 | 44.968 | 44.968 | 44.968 | 44.968 | 44.968 |
| 13985 | MO | 8,921 | 8,921 | 9,368 | 9,368 | 9,368 | 9,836 | 9,836 | 9,836 | 10,328 | 10,328 | 10,328 | 10,328 | 10,328 |
| F10 | YR | 107,054 | 107,054 | 112,415 | 112,415 | 112,415 | 118,029 | 118,029 | 118,029 | 123,931 | 123,931 | 123,931 | 123,931 | 123,931 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 41.952 | 41.952 | 44.052 | 44.052 | 44.052 | 46.252 | 46.252 | 46.252 | 48.565 | 48.565 | 48.565 | 48.565 | 48.565 |
| 14015 | MO | 9,635 | 9,635 | 10,117 | 10,117 | 10,117 | 10,623 | 10,623 | 10,623 | 11,154 | 11,154 | 11,154 | 11,154 | 11,154 |
| F11 | YR | 115,619 | 115,619 | 121,408 | 121,408 | 121,408 | 127,471 | 127,471 | 127,471 | 133,845 | 133,845 | 133,845 | 133,845 | 133,845 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 2: 0.50% effective the first pay period FY 2018-19

# APPENDIX A-3
# PAY SCALES FY 2019-20

## 40 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 25.411 | 27.615 | 29.964 | 32.706 | 32.706 | 32.706 | 34.341 | 34.341 | 34.341 | 36.058 | 36.058 | 36.058 | 37.859 |
| 14050 | MO | 4,404 | 4,787 | 5,194 | 5,669 | 5,669 | 5,669 | 5,952 | 5,952 | 5,952 | 6,250 | 6,250 | 6,250 | 6,562 |
| F02 | YR | 52,854 | 57,440 | 62,326 | 68,030 | 68,030 | 68,030 | 71,428 | 71,428 | 71,428 | 75,001 | 75,001 | 75,001 | 78,746 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 32.361 | 35.323 | 35.323 | 35.323 | 37.088 | 37.088 | 37.088 | 38.943 | 38.943 | 38.943 | 40.887 |
| 14025 | MO | | | 5,609 | 6,123 | 6,123 | 6,123 | 6,429 | 6,429 | 6,429 | 6,750 | 6,750 | 6,750 | 7,087 |
| F06 | YR | | | 67,312 | 73,472 | 73,472 | 73,472 | 77,143 | 77,143 | 77,143 | 81,001 | 81,001 | 81,001 | 85,046 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 38.149 | 38.149 | 40.055 | 40.055 | 40.055 | 42.058 | 42.058 | 42.058 | 44.158 |
| 14020 | MO | | | | | 6,612 | 6,612 | 6,943 | 6,943 | 6,943 | 7,290 | 7,290 | 7,290 | 7,654 |
| F08 | YR | | | | | 79,350 | 79,350 | 83,314 | 83,314 | 83,314 | 87,481 | 87,481 | 87,481 | 91,849 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 43.259 | 43.259 | 43.259 | 45.423 | 45.423 | 45.423 | 47.691 |
| 13995 | MO | | | | | | | 7,498 | 7,498 | 7,498 | 7,873 | 7,873 | 7,873 | 8,266 |
| F09 | YR | | | | | | | 89,979 | 89,979 | 89,979 | 94,480 | 94,480 | 94,480 | 99,197 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 47.153 | 49.511 | 49.511 | 49.511 | 51.983 |
| 13985 | MO | | | | | | | | | 8,173 | 8,582 | 8,582 | 8,582 | 9,010 |
| F10 | YR | | | | | | | | | 98,077 | 102,983 | 102,983 | 102,983 | 108,125 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 50.925 | 53.472 | 53.472 | 53.472 | 56.142 |
| 14015 | MO | | | | | | | | | 8,827 | 9,268 | 9,268 | 9,268 | 9,731 |
| F11 | YR | | | | | | | | | 105,923 | 111,221 | 111,221 | 111,221 | 116,775 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 37.859 | 37.859 | 39.754 | 39.754 | 39.754 | 41.740 | 41.740 | 41.740 | 43.827 | 43.827 | 43.827 | 43.827 | 43.827 |
| 14050 | MO | 6,562 | 6,562 | 6,891 | 6,891 | 6,891 | 7,235 | 7,235 | 7,235 | 7,597 | 7,597 | 7,597 | 7,597 | 7,597 |
| F02 | YR | 78,746 | 78,746 | 82,689 | 82,689 | 82,689 | 86,819 | 86,819 | 86,819 | 91,160 | 91,160 | 91,160 | 91,160 | 91,160 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 40.887 | 40.887 | 42.935 | 42.935 | 42.935 | 45.079 | 45.079 | 45.079 | 47.333 | 47.333 | 47.333 | 47.333 | 47.333 |
| 14025 | MO | 7,087 | 7,087 | 7,442 | 7,442 | 7,442 | 7,814 | 7,814 | 7,814 | 8,204 | 8,204 | 8,204 | 8,204 | 8,204 |
| F06 | YR | 85,046 | 85,046 | 89,304 | 89,304 | 89,304 | 93,764 | 93,764 | 93,764 | 98,452 | 98,452 | 98,452 | 98,452 | 98,452 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 44.158 | 44.158 | 46.369 | 46.369 | 46.369 | 48.685 | 48.685 | 48.685 | 51.119 | 51.119 | 51.119 | 51.119 | 51.119 |
| 14020 | MO | 7,654 | 7,654 | 8,037 | 8,037 | 8,037 | 8,439 | 8,439 | 8,439 | 8,861 | 8,861 | 8,861 | 8,861 | 8,861 |
| F08 | YR | 91,849 | 91,849 | 96,448 | 96,448 | 96,448 | 101,265 | 101,265 | 101,265 | 106,328 | 106,328 | 106,328 | 106,328 | 106,328 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 47.691 | 47.691 | 50.079 | 50.079 | 50.079 | 52.580 | 52.580 | 52.580 | 55.209 | 55.209 | 55.209 | 55.209 | 55.209 |
| 13995 | MO | 8,266 | 8,266 | 8,680 | 8,680 | 8,680 | 9,114 | 9,114 | 9,114 | 9,570 | 9,570 | 9,570 | 9,570 | 9,570 |
| F09 | YR | 99,197 | 99,197 | 104,164 | 104,164 | 104,164 | 109,366 | 109,366 | 109,366 | 114,835 | 114,835 | 114,835 | 114,835 | 114,835 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 51.983 | 51.983 | 54.586 | 54.586 | 54.586 | 57.312 | 57.312 | 57.312 | 60.178 | 60.178 | 60.178 | 60.178 | 60.178 |
| 13985 | MO | 9,010 | 9,010 | 9,462 | 9,462 | 9,462 | 9,934 | 9,934 | 9,934 | 10,431 | 10,431 | 10,431 | 10,431 | 10,431 |
| F10 | YR | 108,125 | 108,125 | 113,539 | 113,539 | 113,539 | 119,209 | 119,209 | 119,209 | 125,170 | 125,170 | 125,170 | 125,170 | 125,170 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 56.142 | 56.142 | 58.953 | 58.953 | 58.953 | 61.897 | 61.897 | 61.897 | 64.992 | 64.992 | 64.992 | 64.992 | 64.992 |
| 14015 | MO | 9,731 | 9,731 | 10,219 | 10,219 | 10,219 | 10,729 | 10,729 | 10,729 | 11,265 | 11,265 | 11,265 | 11,265 | 11,265 |
| F11 | YR | 116,775 | 116,775 | 122,622 | 122,622 | 122,622 | 128,746 | 128,746 | 128,746 | 135,183 | 135,183 | 135,183 | 135,183 | 135,183 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 3: 1.00% effective the first pay period FY 2019-20

# APPENDIX A-3
# PAY SCALES FY 2019-20

## 53 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 19.178 | 20.842 | 22.615 | 24.684 | 24.684 | 24.684 | 25.917 | 25.917 | 25.917 | 27.214 | 27.214 | 27.214 | 28.573 |
| 14050 | MO | 4,404 | 4,787 | 5,194 | 5,669 | 5,669 | 5,669 | 5,952 | 5,952 | 5,952 | 6,250 | 6,250 | 6,250 | 6,562 |
| F02 | YR | 52,854 | 57,440 | 62,326 | 68,030 | 68,030 | 68,030 | 71,428 | 71,428 | 71,428 | 75,001 | 75,001 | 75,001 | 78,746 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 24.424 | 26.659 | 26.659 | 26.659 | 27.991 | 27.991 | 27.991 | 29.391 | 29.391 | 29.391 | 30.858 |
| 14025 | MO | | | 5,609 | 6,123 | 6,123 | 6,123 | 6,429 | 6,429 | 6,429 | 6,750 | 6,750 | 6,750 | 7,087 |
| F06 | YR | | | 67,312 | 73,472 | 73,472 | 73,472 | 77,143 | 77,143 | 77,143 | 81,001 | 81,001 | 81,001 | 85,046 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 28.792 | 28.792 | 30.230 | 30.230 | 30.230 | 31.742 | 31.742 | 31.742 | 33.327 |
| 14020 | MO | | | | | 6,612 | 6,612 | 6,943 | 6,943 | 6,943 | 7,290 | 7,290 | 7,290 | 7,654 |
| F08 | YR | | | | | 79,350 | 79,350 | 83,314 | 83,314 | 83,314 | 87,481 | 87,481 | 87,481 | 91,849 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 32.648 | 32.648 | 32.648 | 34.281 | 34.281 | 34.281 | 35.993 |
| 13995 | MO | | | | | | | 7,498 | 7,498 | 7,498 | 7,873 | 7,873 | 7,873 | 8,266 |
| F09 | YR | | | | | | | 89,979 | 89,979 | 89,979 | 94,480 | 94,480 | 94,480 | 99,197 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 35.587 | 37.367 | 37.367 | 37.367 | 39.233 |
| 13985 | MO | | | | | | | | | 8,173 | 8,582 | 8,582 | 8,582 | 9,010 |
| F10 | YR | | | | | | | | | 98,077 | 102,983 | 102,983 | 102,983 | 108,125 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 38.434 | 40.356 | 40.356 | 40.356 | 42.371 |
| 14015 | MO | | | | | | | | | 8,827 | 9,268 | 9,268 | 9,268 | 9,731 |
| F11 | YR | | | | | | | | | 105,923 | 111,221 | 111,221 | 111,221 | 116,775 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 28.573 | 28.573 | 30.003 | 30.003 | 30.003 | 31.502 | 31.502 | 31.502 | 33.077 | 33.077 | 33.077 | 33.077 | 33.077 |
| 14050 | MO | 6,562 | 6,562 | 6,891 | 6,891 | 6,891 | 7,235 | 7,235 | 7,235 | 7,597 | 7,597 | 7,597 | 7,597 | 7,597 |
| F02 | YR | 78,746 | 78,746 | 82,689 | 82,689 | 82,689 | 86,819 | 86,819 | 86,819 | 91,160 | 91,160 | 91,160 | 91,160 | 91,160 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 30.858 | 30.858 | 32.404 | 32.404 | 32.404 | 34.022 | 34.022 | 34.022 | 35.723 | 35.723 | 35.723 | 35.723 | 35.723 |
| 14025 | MO | 7,087 | 7,087 | 7,442 | 7,442 | 7,442 | 7,814 | 7,814 | 7,814 | 8,204 | 8,204 | 8,204 | 8,204 | 8,204 |
| F06 | YR | 85,046 | 85,046 | 89,304 | 89,304 | 89,304 | 93,764 | 93,764 | 93,764 | 98,452 | 98,452 | 98,452 | 98,452 | 98,452 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 33.327 | 33.327 | 34.996 | 34.996 | 34.996 | 36.744 | 36.744 | 36.744 | 38.581 | 38.581 | 38.581 | 38.581 | 38.581 |
| 14020 | MO | 7,654 | 7,654 | 8,037 | 8,037 | 8,037 | 8,439 | 8,439 | 8,439 | 8,861 | 8,861 | 8,861 | 8,861 | 8,861 |
| F08 | YR | 91,849 | 91,849 | 96,448 | 96,448 | 96,448 | 101,265 | 101,265 | 101,265 | 106,328 | 106,328 | 106,328 | 106,328 | 106,328 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 35.993 | 35.993 | 37.795 | 37.795 | 37.795 | 39.683 | 39.683 | 39.683 | 41.667 | 41.667 | 41.667 | 41.667 | 41.667 |
| 13995 | MO | 8,266 | 8,266 | 8,680 | 8,680 | 8,680 | 9,114 | 9,114 | 9,114 | 9,570 | 9,570 | 9,570 | 9,570 | 9,570 |
| F09 | YR | 99,197 | 99,197 | 104,164 | 104,164 | 104,164 | 109,366 | 109,366 | 109,366 | 114,835 | 114,835 | 114,835 | 114,835 | 114,835 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 39.233 | 39.233 | 41.197 | 41.197 | 41.197 | 43.254 | 43.254 | 43.254 | 45.417 | 45.417 | 45.417 | 45.417 | 45.417 |
| 13985 | MO | 9,010 | 9,010 | 9,462 | 9,462 | 9,462 | 9,934 | 9,934 | 9,934 | 10,431 | 10,431 | 10,431 | 10,431 | 10,431 |
| F10 | YR | 108,125 | 108,125 | 113,539 | 113,539 | 113,539 | 119,209 | 119,209 | 119,209 | 125,170 | 125,170 | 125,170 | 125,170 | 125,170 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 42.371 | 42.371 | 44.493 | 44.493 | 44.493 | 46.715 | 46.715 | 46.715 | 49.051 | 49.051 | 49.051 | 49.051 | 49.051 |
| 14015 | MO | 9,731 | 9,731 | 10,219 | 10,219 | 10,219 | 10,729 | 10,729 | 10,729 | 11,265 | 11,265 | 11,265 | 11,265 | 11,265 |
| F11 | YR | 116,775 | 116,775 | 122,622 | 122,622 | 122,622 | 128,746 | 128,746 | 128,746 | 135,183 | 135,183 | 135,183 | 135,183 | 135,183 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 3: 1.00% effective the first pay period FY 2019-20

# APPENDIX A-4
# PAY SCALES FY 2020-21

## 40 Hour Week

| GRADE | | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PAYSTEP | | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| YEAR | | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 25.919 | 28.168 | 30.564 | 33.361 | 33.361 | 33.361 | 35.027 | 35.027 | 35.027 | 36.779 | 36.779 | 36.779 | 38.616 |
| 14050 | MO | 4,493 | 4,882 | 5,298 | 5,783 | 5,783 | 5,783 | 6,071 | 6,071 | 6,071 | 6,375 | 6,375 | 6,375 | 6,693 |
| F02 | YR | 53,911 | 58,589 | 63,572 | 69,390 | 69,390 | 69,390 | 72,857 | 72,857 | 72,857 | 76,501 | 76,501 | 76,501 | 80,321 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 33.009 | 36.029 | 36.029 | 36.029 | 37.830 | 37.830 | 37.830 | 39.722 | 39.722 | 39.722 | 41.705 |
| 14025 | MO | | | 5,722 | 6,245 | 6,245 | 6,245 | 6,557 | 6,557 | 6,557 | 6,885 | 6,885 | 6,885 | 7,229 |
| F06 | YR | | | 68,658 | 74,941 | 74,941 | 74,941 | 78,685 | 78,685 | 78,685 | 82,621 | 82,621 | 82,621 | 86,747 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 38.912 | 38.912 | 40.856 | 40.856 | 40.856 | 42.899 | 42.899 | 42.899 | 45.041 |
| 14020 | MO | | | | | 6,745 | 6,745 | 7,082 | 7,082 | 7,082 | 7,436 | 7,436 | 7,436 | 7,807 |
| F08 | YR | | | | | 80,937 | 80,937 | 84,980 | 84,980 | 84,980 | 89,231 | 89,231 | 89,231 | 93,686 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 44.124 | 44.124 | 44.124 | 46.331 | 46.331 | 46.331 | 48.645 |
| 13995 | MO | | | | | | | 7,648 | 7,648 | 7,648 | 8,031 | 8,031 | 8,031 | 8,432 |
| F09 | YR | | | | | | | 91,779 | 91,779 | 91,779 | 96,369 | 96,369 | 96,369 | 101,181 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 48.096 | 50.501 | 50.501 | 50.501 | 53.023 |
| 13985 | MO | | | | | | | | | 8,337 | 8,754 | 8,754 | 8,754 | 9,191 |
| F10 | YR | | | | | | | | | 100,039 | 105,042 | 105,042 | 105,042 | 110,287 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 51.943 | 54.541 | 54.541 | 54.541 | 57.265 |
| 14015 | MO | | | | | | | | | 9,003 | 9,454 | 9,454 | 9,454 | 9,926 |
| F11 | YR | | | | | | | | | 108,042 | 113,446 | 113,446 | 113,446 | 119,111 |
| | | | | | | | | | | | | | | |

| GRADE | | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PAYSTEP | | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| YEAR | | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 38.616 | 38.616 | 40.549 | 40.549 | 40.549 | 42.574 | 42.574 | 42.574 | 44.703 | 44.703 | 44.703 | 44.703 | 44.703 |
| 14050 | MO | 6,693 | 6,693 | 7,029 | 7,029 | 7,029 | 7,380 | 7,380 | 7,380 | 7,749 | 7,749 | 7,749 | 7,749 | 7,749 |
| F02 | YR | 80,321 | 80,321 | 84,343 | 84,343 | 84,343 | 88,555 | 88,555 | 88,555 | 92,983 | 92,983 | 92,983 | 92,983 | 92,983 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 41.705 | 41.705 | 43.793 | 43.793 | 43.793 | 45.980 | 45.980 | 45.980 | 48.279 | 48.279 | 48.279 | 48.279 | 48.279 |
| 14025 | MO | 7,229 | 7,229 | 7,591 | 7,591 | 7,591 | 7,970 | 7,970 | 7,970 | 8,368 | 8,368 | 8,368 | 8,368 | 8,368 |
| F06 | YR | 86,747 | 86,747 | 91,090 | 91,090 | 91,090 | 95,639 | 95,639 | 95,639 | 100,421 | 100,421 | 100,421 | 100,421 | 100,421 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 45.041 | 45.041 | 47.297 | 47.297 | 47.297 | 49.659 | 49.659 | 49.659 | 52.142 | 52.142 | 52.142 | 52.142 | 52.142 |
| 14020 | MO | 7,807 | 7,807 | 8,198 | 8,198 | 8,198 | 8,608 | 8,608 | 8,608 | 9,038 | 9,038 | 9,038 | 9,038 | 9,038 |
| F08 | YR | 93,686 | 93,686 | 98,377 | 98,377 | 98,377 | 103,290 | 103,290 | 103,290 | 108,455 | 108,455 | 108,455 | 108,455 | 108,455 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 48.645 | 48.645 | 51.081 | 51.081 | 51.081 | 53.632 | 53.632 | 53.632 | 56.313 | 56.313 | 56.313 | 56.313 | 56.313 |
| 13995 | MO | 8,432 | 8,432 | 8,854 | 8,854 | 8,854 | 9,296 | 9,296 | 9,296 | 9,761 | 9,761 | 9,761 | 9,761 | 9,761 |
| F09 | YR | 101,181 | 101,181 | 106,248 | 106,248 | 106,248 | 111,554 | 111,554 | 111,554 | 117,131 | 117,131 | 117,131 | 117,131 | 117,131 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 53.023 | 53.023 | 55.678 | 55.678 | 55.678 | 58.458 | 58.458 | 58.458 | 61.381 | 61.381 | 61.381 | 61.381 | 61.381 |
| 13985 | MO | 9,191 | 9,191 | 9,651 | 9,651 | 9,651 | 10,133 | 10,133 | 10,133 | 10,639 | 10,639 | 10,639 | 10,639 | 10,639 |
| F10 | YR | 110,287 | 110,287 | 115,810 | 115,810 | 115,810 | 121,594 | 121,594 | 121,594 | 127,673 | 127,673 | 127,673 | 127,673 | 127,673 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 57.265 | 57.265 | 60.132 | 60.132 | 60.132 | 63.135 | 63.135 | 63.135 | 66.292 | 66.292 | 66.292 | 66.292 | 66.292 |
| 14015 | MO | 9,926 | 9,926 | 10,423 | 10,423 | 10,423 | 10,943 | 10,943 | 10,943 | 11,491 | 11,491 | 11,491 | 11,491 | 11,491 |
| F11 | YR | 119,111 | 119,111 | 125,075 | 125,075 | 125,075 | 131,321 | 131,321 | 131,321 | 137,887 | 137,887 | 137,887 | 137,887 | 137,887 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 4: 2.00% effective the first pay period FY 2020-21

# APPENDIX A-4
# PAY SCALES FY 2020-21

## 53 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 19.561 | 21.259 | 23.067 | 25.178 | 25.178 | 25.178 | 26.436 | 26.436 | 26.436 | 27.758 | 27.758 | 27.758 | 29.144 |
| 14050 | MO | 4,493 | 4,882 | 5,298 | 5,783 | 5,783 | 5,783 | 6,071 | 6,071 | 6,071 | 6,375 | 6,375 | 6,375 | 6,693 |
| F02 | YR | 53,911 | 58,589 | 63,572 | 69,390 | 69,390 | 69,390 | 72,857 | 72,857 | 72,857 | 76,501 | 76,501 | 76,501 | 80,321 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 24.912 | 27.192 | 27.192 | 27.192 | 28.551 | 28.551 | 28.551 | 29.979 | 29.979 | 29.979 | 31.476 |
| 14025 | MO | | | 5,722 | 6,245 | 6,245 | 6,245 | 6,557 | 6,557 | 6,557 | 6,885 | 6,885 | 6,885 | 7,229 |
| F06 | YR | | | 68,658 | 74,941 | 74,941 | 74,941 | 78,685 | 78,685 | 78,685 | 82,621 | 82,621 | 82,621 | 86,747 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 29.367 | 29.367 | 30.835 | 30.835 | 30.835 | 32.377 | 32.377 | 32.377 | 33.994 |
| 14020 | MO | | | | | 6,745 | 6,745 | 7,082 | 7,082 | 7,082 | 7,436 | 7,436 | 7,436 | 7,807 |
| F08 | YR | | | | | 80,937 | 80,937 | 84,980 | 84,980 | 84,980 | 89,231 | 89,231 | 89,231 | 93,686 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 33.301 | 33.301 | 33.301 | 34.967 | 34.967 | 34.967 | 36.713 |
| 13995 | MO | | | | | | | 7,648 | 7,648 | 7,648 | 8,031 | 8,031 | 8,031 | 8,432 |
| F09 | YR | | | | | | | 91,779 | 91,779 | 91,779 | 96,369 | 96,369 | 96,369 | 101,181 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 36.299 | 38.114 | 38.114 | 38.114 | 40.017 |
| 13985 | MO | | | | | | | | | 8,337 | 8,754 | 8,754 | 8,754 | 9,191 |
| F10 | YR | | | | | | | | | 100,039 | 105,042 | 105,042 | 105,042 | 110,287 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 39.202 | 41.163 | 41.163 | 41.163 | 43.219 |
| 14015 | MO | | | | | | | | | 9,003 | 9,454 | 9,454 | 9,454 | 9,926 |
| F11 | YR | | | | | | | | | 108,042 | 113,446 | 113,446 | 113,446 | 119,111 |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 29.144 | 29.144 | 30.603 | 30.603 | 30.603 | 32.132 | 32.132 | 32.132 | 33.738 | 33.738 | 33.738 | 33.738 | 33.738 |
| 14050 | MO | 6,693 | 6,693 | 7,029 | 7,029 | 7,029 | 7,380 | 7,380 | 7,380 | 7,749 | 7,749 | 7,749 | 7,749 | 7,749 |
| F02 | YR | 80,321 | 80,321 | 84,343 | 84,343 | 84,343 | 88,555 | 88,555 | 88,555 | 92,983 | 92,983 | 92,983 | 92,983 | 92,983 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 31.476 | 31.476 | 33.052 | 33.052 | 33.052 | 34.702 | 34.702 | 34.702 | 36.437 | 36.437 | 36.437 | 36.437 | 36.437 |
| 14025 | MO | 7,229 | 7,229 | 7,591 | 7,591 | 7,591 | 7,970 | 7,970 | 7,970 | 8,368 | 8,368 | 8,368 | 8,368 | 8,368 |
| F06 | YR | 86,747 | 86,747 | 91,090 | 91,090 | 91,090 | 95,639 | 95,639 | 95,639 | 100,421 | 100,421 | 100,421 | 100,421 | 100,421 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 33.994 | 33.994 | 35.696 | 35.696 | 35.696 | 37.478 | 37.478 | 37.478 | 39.352 | 39.352 | 39.352 | 39.352 | 39.352 |
| 14020 | MO | 7,807 | 7,807 | 8,198 | 8,198 | 8,198 | 8,608 | 8,608 | 8,608 | 9,038 | 9,038 | 9,038 | 9,038 | 9,038 |
| F08 | YR | 93,686 | 93,686 | 98,377 | 98,377 | 98,377 | 103,290 | 103,290 | 103,290 | 108,455 | 108,455 | 108,455 | 108,455 | 108,455 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 36.713 | 36.713 | 38.551 | 38.551 | 38.551 | 40.477 | 40.477 | 40.477 | 42.501 | 42.501 | 42.501 | 42.501 | 42.501 |
| 13995 | MO | 8,432 | 8,432 | 8,854 | 8,854 | 8,854 | 9,296 | 9,296 | 9,296 | 9,761 | 9,761 | 9,761 | 9,761 | 9,761 |
| F09 | YR | 101,181 | 101,181 | 106,248 | 106,248 | 106,248 | 111,554 | 111,554 | 111,554 | 117,131 | 117,131 | 117,131 | 117,131 | 117,131 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 40.017 | 40.017 | 42.021 | 42.021 | 42.021 | 44.120 | 44.120 | 44.120 | 46.326 | 46.326 | 46.326 | 46.326 | 46.326 |
| 13985 | MO | 9,191 | 9,191 | 9,651 | 9,651 | 9,651 | 10,133 | 10,133 | 10,133 | 10,639 | 10,639 | 10,639 | 10,639 | 10,639 |
| F10 | YR | 110,287 | 110,287 | 115,810 | 115,810 | 115,810 | 121,594 | 121,594 | 121,594 | 127,673 | 127,673 | 127,673 | 127,673 | 127,673 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 43.219 | 43.219 | 45.383 | 45.383 | 45.383 | 47.649 | 47.649 | 47.649 | 50.032 | 50.032 | 50.032 | 50.032 | 50.032 |
| 14015 | MO | 9,926 | 9,926 | 10,423 | 10,423 | 10,423 | 10,943 | 10,943 | 10,943 | 11,491 | 11,491 | 11,491 | 11,491 | 11,491 |
| F11 | YR | 119,111 | 119,111 | 125,075 | 125,075 | 125,075 | 131,321 | 131,321 | 131,321 | 137,887 | 137,887 | 137,887 | 137,887 | 137,887 |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 4: 2.00% effective the first pay period FY 2020-21

# APPENDIX A-5
# PAY SCALES FY 2021-22

## 40 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 26.567 | 28.872 | 31.328 | 34.195 | 34.195 | 34.195 | 35.903 | 35.903 | 35.903 | 37.699 | 37.699 | 37.699 | 39.581 |
| 14050 | MO | 4,605 | 5,004 | 5,430 | 5,927 | 5,927 | 5,927 | 6,223 | 6,223 | 6,223 | 6,534 | 6,534 | 6,534 | 6,861 |
| F02 | YR | 55,259 | 60,053 | 65,162 | 71,125 | 71,125 | 71,125 | 74,678 | 74,678 | 74,678 | 78,414 | 78,414 | 78,414 | 82,329 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 33.834 | 36.930 | 36.930 | 36.930 | 38.775 | 38.775 | 38.775 | 40.715 | 40.715 | 40.715 | 42.748 |
| 14025 | MO | | | 5,865 | 6,401 | 6,401 | 6,401 | 6,721 | 6,721 | 6,721 | 7,057 | 7,057 | 7,057 | 7,410 |
| F06 | YR | | | 70,375 | 76,815 | 76,815 | 76,815 | 80,653 | 80,653 | 80,653 | 84,687 | 84,687 | 84,687 | 88,915 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 39.885 | 39.885 | 41.877 | 41.877 | 41.877 | 43.972 | 43.972 | 43.972 | 46.168 |
| 14020 | MO | | | | | 6,913 | 6,913 | 7,259 | 7,259 | 7,259 | 7,622 | 7,622 | 7,622 | 8,002 |
| F08 | YR | | | | | 82,960 | 82,960 | 87,105 | 87,105 | 87,105 | 91,462 | 91,462 | 91,462 | 96,028 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 45.228 | 45.228 | 45.228 | 47.490 | 47.490 | 47.490 | 49.861 |
| 13995 | MO | | | | | | | 7,839 | 7,839 | 7,839 | 8,232 | 8,232 | 8,232 | 8,643 |
| F09 | YR | | | | | | | 94,073 | 94,073 | 94,073 | 98,778 | 98,778 | 98,778 | 103,711 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 49.298 | 51.764 | 51.764 | 51.764 | 54.348 |
| 13985 | MO | | | | | | | | | 8,545 | 8,972 | 8,972 | 8,972 | 9,420 |
| F10 | YR | | | | | | | | | 102,540 | 107,669 | 107,669 | 107,669 | 113,045 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 53.242 | 55.905 | 55.905 | 55.905 | 58.696 |
| 14015 | MO | | | | | | | | | 9,229 | 9,690 | 9,690 | 9,690 | 10,174 |
| F11 | YR | | | | | | | | | 110,743 | 116,282 | 116,282 | 116,282 | 122,088 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 39.581 | 39.581 | 41.563 | 41.563 | 41.563 | 43.639 | 43.639 | 43.639 | 45.821 | 45.821 | 45.821 | 45.821 | 45.821 |
| 14050 | MO | 6,861 | 6,861 | 7,204 | 7,204 | 7,204 | 7,564 | 7,564 | 7,564 | 7,942 | 7,942 | 7,942 | 7,942 | 7,942 |
| F02 | YR | 82,329 | 82,329 | 86,451 | 86,451 | 86,451 | 90,769 | 90,769 | 90,769 | 95,307 | 95,307 | 95,307 | 95,307 | 95,307 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 42.748 | 42.748 | 44.888 | 44.888 | 44.888 | 47.130 | 47.130 | 47.130 | 49.486 | 49.486 | 49.486 | 49.486 | 49.486 |
| 14025 | MO | 7,410 | 7,410 | 7,781 | 7,781 | 7,781 | 8,169 | 8,169 | 8,169 | 8,578 | 8,578 | 8,578 | 8,578 | 8,578 |
| F06 | YR | 88,915 | 88,915 | 93,367 | 93,367 | 93,367 | 98,030 | 98,030 | 98,030 | 102,932 | 102,932 | 102,932 | 102,932 | 102,932 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 46.168 | 46.168 | 48.479 | 48.479 | 48.479 | 50.900 | 50.900 | 50.900 | 53.445 | 53.445 | 53.445 | 53.445 | 53.445 |
| 14020 | MO | 8,002 | 8,002 | 8,403 | 8,403 | 8,403 | 8,823 | 8,823 | 8,823 | 9,264 | 9,264 | 9,264 | 9,264 | 9,264 |
| F08 | YR | 96,028 | 96,028 | 100,837 | 100,837 | 100,837 | 105,873 | 105,873 | 105,873 | 111,166 | 111,166 | 111,166 | 111,166 | 111,166 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 49.861 | 49.861 | 52.358 | 52.358 | 52.358 | 54.972 | 54.972 | 54.972 | 57.721 | 57.721 | 57.721 | 57.721 | 57.721 |
| 13995 | MO | 8,643 | 8,643 | 9,075 | 9,075 | 9,075 | 9,529 | 9,529 | 9,529 | 10,005 | 10,005 | 10,005 | 10,005 | 10,005 |
| F09 | YR | 103,711 | 103,711 | 108,904 | 108,904 | 108,904 | 114,343 | 114,343 | 114,343 | 120,060 | 120,060 | 120,060 | 120,060 | 120,060 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 54.348 | 54.348 | 57.070 | 57.070 | 57.070 | 59.920 | 59.920 | 59.920 | 62.916 | 62.916 | 62.916 | 62.916 | 62.916 |
| 13985 | MO | 9,420 | 9,420 | 9,892 | 9,892 | 9,892 | 10,386 | 10,386 | 10,386 | 10,905 | 10,905 | 10,905 | 10,905 | 10,905 |
| F10 | YR | 113,045 | 113,045 | 118,705 | 118,705 | 118,705 | 124,633 | 124,633 | 124,633 | 130,865 | 130,865 | 130,865 | 130,865 | 130,865 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 58.696 | 58.696 | 61.635 | 61.635 | 61.635 | 64.713 | 64.713 | 64.713 | 67.949 | 67.949 | 67.949 | 67.949 | 67.949 |
| 14015 | MO | 10,174 | 10,174 | 10,683 | 10,683 | 10,683 | 11,217 | 11,217 | 11,217 | 11,778 | 11,778 | 11,778 | 11,778 | 11,778 |
| F11 | YR | 122,088 | 122,088 | 128,202 | 128,202 | 128,202 | 134,604 | 134,604 | 134,604 | 141,334 | 141,334 | 141,334 | 141,334 | 141,334 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 5: 2.50% effective the first pay period FY 2021-22

# APPENDIX A-5
# PAY SCALES FY 2021-22

## 53 Hour Week

| | GRADE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 |
| | YEAR | BASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| FIREFIGHTER | HR | 20.050 | 21.790 | 23.644 | 25.807 | 25.807 | 25.807 | 27.097 | 27.097 | 27.097 | 28.452 | 28.452 | 28.452 | 29.873 |
| 14050 | MO | 4,605 | 5,004 | 5,430 | 5,927 | 5,927 | 5,927 | 6,223 | 6,223 | 6,223 | 6,534 | 6,534 | 6,534 | 6,861 |
| F02 | YR | 55,259 | 60,053 | 65,162 | 71,125 | 71,125 | 71,125 | 74,678 | 74,678 | 74,678 | 78,414 | 78,414 | 78,414 | 82,329 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | | | 25.535 | 27.872 | 27.872 | 27.872 | 29.264 | 29.264 | 29.264 | 30.728 | 30.728 | 30.728 | 32.262 |
| 14025 | MO | | | 5,865 | 6,401 | 6,401 | 6,401 | 6,721 | 6,721 | 6,721 | 7,057 | 7,057 | 7,057 | 7,410 |
| F06 | YR | | | 70,375 | 76,815 | 76,815 | 76,815 | 80,653 | 80,653 | 80,653 | 84,687 | 84,687 | 84,687 | 88,915 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | | | | | 30.102 | 30.102 | 31.606 | 31.606 | 31.606 | 33.186 | 33.186 | 33.186 | 34.843 |
| 14020 | MO | | | | | 6,913 | 6,913 | 7,259 | 7,259 | 7,259 | 7,622 | 7,622 | 7,622 | 8,002 |
| F08 | YR | | | | | 82,960 | 82,960 | 87,105 | 87,105 | 87,105 | 91,462 | 91,462 | 91,462 | 96,028 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | | | | | | | 34.134 | 34.134 | 34.134 | 35.841 | 35.841 | 35.841 | 37.631 |
| 13995 | MO | | | | | | | 7,839 | 7,839 | 7,839 | 8,232 | 8,232 | 8,232 | 8,643 |
| F09 | YR | | | | | | | 94,073 | 94,073 | 94,073 | 98,778 | 98,778 | 98,778 | 103,711 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | | | | | | | | | 37.206 | 39.067 | 39.067 | 39.067 | 41.018 |
| 13985 | MO | | | | | | | | | 8,545 | 8,972 | 8,972 | 8,972 | 9,420 |
| F10 | YR | | | | | | | | | 102,540 | 107,669 | 107,669 | 107,669 | 113,045 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | | | | | | | | | 40.183 | 42.192 | 42.192 | 42.192 | 44.299 |
| 14015 | MO | | | | | | | | | 9,229 | 9,690 | 9,690 | 9,690 | 10,174 |
| F11 | YR | | | | | | | | | 110,743 | 116,282 | 116,282 | 116,282 | 122,088 |
| | | | | | | | | | | | | | | |

| | GRADE | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PAYSTEP | 140 | 150 | 160 | 170 | 180 | 190 | 200 | 210 | 220 | 230 | 240 | 250 | 260 |
| | YEAR | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| FIREFIGHTER | HR | 29.873 | 29.873 | 31.368 | 31.368 | 31.368 | 32.935 | 32.935 | 32.935 | 34.582 | 34.582 | 34.582 | 34.582 | 34.582 |
| 14050 | MO | 6,861 | 6,861 | 7,204 | 7,204 | 7,204 | 7,564 | 7,564 | 7,564 | 7,942 | 7,942 | 7,942 | 7,942 | 7,942 |
| F02 | YR | 82,329 | 82,329 | 86,451 | 86,451 | 86,451 | 90,769 | 90,769 | 90,769 | 95,307 | 95,307 | 95,307 | 95,307 | 95,307 |
| | | | | | | | | | | | | | | |
| FIRE SPECIALIST | HR | 32.262 | 32.262 | 33.878 | 33.878 | 33.878 | 35.570 | 35.570 | 35.570 | 37.348 | 37.348 | 37.348 | 37.348 | 37.348 |
| 14025 | MO | 7,410 | 7,410 | 7,781 | 7,781 | 7,781 | 8,169 | 8,169 | 8,169 | 8,578 | 8,578 | 8,578 | 8,578 | 8,578 |
| F06 | YR | 88,915 | 88,915 | 93,367 | 93,367 | 93,367 | 98,030 | 98,030 | 98,030 | 102,932 | 102,932 | 102,932 | 102,932 | 102,932 |
| | | | | | | | | | | | | | | |
| FIRE LIEUTENANT | HR | 34.843 | 34.843 | 36.588 | 36.588 | 36.588 | 38.415 | 38.415 | 38.415 | 40.336 | 40.336 | 40.336 | 40.336 | 40.336 |
| 14020 | MO | 8,002 | 8,002 | 8,403 | 8,403 | 8,403 | 8,823 | 8,823 | 8,823 | 9,264 | 9,264 | 9,264 | 9,264 | 9,264 |
| F08 | YR | 96,028 | 96,028 | 100,837 | 100,837 | 100,837 | 105,873 | 105,873 | 105,873 | 111,166 | 111,166 | 111,166 | 111,166 | 111,166 |
| | | | | | | | | | | | | | | |
| FIRE CAPTAIN | HR | 37.631 | 37.631 | 39.515 | 39.515 | 39.515 | 41.489 | 41.489 | 41.489 | 43.563 | 43.563 | 43.563 | 43.563 | 43.563 |
| 13995 | MO | 8,643 | 8,643 | 9,075 | 9,075 | 9,075 | 9,529 | 9,529 | 9,529 | 10,005 | 10,005 | 10,005 | 10,005 | 10,005 |
| F09 | YR | 103,711 | 103,711 | 108,904 | 108,904 | 108,904 | 114,343 | 114,343 | 114,343 | 120,060 | 120,060 | 120,060 | 120,060 | 120,060 |
| | | | | | | | | | | | | | | |
| FIRE BATTALION CHIEF | HR | 41.018 | 41.018 | 43.072 | 43.072 | 43.072 | 45.223 | 45.223 | 45.223 | 47.484 | 47.484 | 47.484 | 47.484 | 47.484 |
| 13985 | MO | 9,420 | 9,420 | 9,892 | 9,892 | 9,892 | 10,386 | 10,386 | 10,386 | 10,905 | 10,905 | 10,905 | 10,905 | 10,905 |
| F10 | YR | 113,045 | 113,045 | 118,705 | 118,705 | 118,705 | 124,633 | 124,633 | 124,633 | 130,865 | 130,865 | 130,865 | 130,865 | 130,865 |
| | | | | | | | | | | | | | | |
| FIRE DIVISION CHIEF | HR | 44.299 | 44.299 | 46.517 | 46.517 | 46.517 | 48.840 | 48.840 | 48.840 | 51.282 | 51.282 | 51.282 | 51.282 | 51.282 |
| 14015 | MO | 10,174 | 10,174 | 10,683 | 10,683 | 10,683 | 11,217 | 11,217 | 11,217 | 11,778 | 11,778 | 11,778 | 11,778 | 11,778 |
| F11 | YR | 122,088 | 122,088 | 128,202 | 128,202 | 128,202 | 134,604 | 134,604 | 134,604 | 141,334 | 141,334 | 141,334 | 141,334 | 141,334 |
| | | | | | | | | | | | | | | |

Rank Differentials: All rank diferentials are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18, & 21 years and 9.15% increase at 3 years

Notes: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 5: 2.50% effective the first pay period FY 2021-22

## APPENDIX B
## PROMOTIONAL EXAMINATION SCHEDULE

(a) The Specialist examination shall be given during June of 2019, and each successive June in odd numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in March 2019, and in March of each successive odd numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(b) The Lieutenant examination shall be given during June of 2019, and each successive June in odd numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in March 2019, and in March of each successive odd numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(c) The Captain examination shall be given during September of 2019, and each successive September in odd numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in June 2019, and in June of each successive odd numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(d) The Battalion Chief examinations shall be given during November of 2019, and each successive November in odd numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in August 2019, and in August of each successive odd numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

## APPENDIX C

### Entry Standards Requirements

Entry standards shall be completed before merger commitment, unless management and labor from both Austin Fire and the merging ESD mutually agree to a deviation. The merging ESD must pay AFD for all costs associated with the evaluation of entry standards. Entry standards will include:

- Minimum experience of 2 years firefighting experience in a Travis County ESD as defined by:
    - A Travis County ESD carried their TCFP certification for at least 24 of the past 48 months.
    - Over the last two years, the firefighter must have worked at least 1,500 hours per year for an ESD classified as a full-time firefighter by TCFP
- Certifications including;
    - TCFP Structure Firefighting
    - EMT
    - Credentialed by the Travis County Office of the Medical Director
- AFD Physical Ability:
    - CPAT (AFD)
    - Aerobic capacity assessment measuring 12 METS
- Medical
- Drug Screening
- Psychological evaluation
- Criminal background check
- Salary will be set at a level to be determined but will not exceed the pay of a two year AFD firefighter.
- Similar to traditional cadets, the Executive Team will review all candidates disqualified because of Entry Standards. For ESD mergers, the Executive Team will include two AFA representatives.

### Training Standards Requirements

A. The ESD firefighters will be tested on all initial cadet and Probationary Fire Fighter (PFF) skills while in the Academy.

B. There will be a preparation packet delivered to the ESD firefighters while still employed at their ESD:

a. Time Frame (3.5 – 4 months)

b. Overview: ESD firefighters will be given a prep pack to start preparing for the merger academy. The packet will consist of: AFD Policies as are usually provided to an AFD Probationary Firefighter; Cadet and Probationary Skills (skill sheets and videos); COG's, 130/190 coursework. An AFD Liaison will be assigned to assist them.

C. The ESD firefighters will successfully complete an ESD merger academy before being hired by the City of Austin.

The merger academy will be a minimum of 14 weeks in length.

All Initial Cadet and PFF skills current within AFD at the time of the beginning of the merger transfer period would be tested, with the rules for retest, etc. in place that are current for traditional AFD cadets at that time.

**AFD ESD Merger Academy**

a. Overview: During this time the ESD firefighters will be tested on all cadet and probationary skills at Shaw Lane. ESD firefighters will prepare themselves to show up for the AFD Merger Academy prepared to pass the skill tests and AFD policy tests on day one of the Merger Academy. , There will be scenario based training allowing for evaluation of understanding of AFD Policies. Scenarios will include, but will not be limited to,: Wildland, High rise, fire attack, RIC and EMT. The ESD firefighter will graduate AFD Merger Academy upon successful completion of cadet and probationary skills and an AFD Policy test written to the same difficulty as a traditional AFD Probationary Policy Test.

ESD firefighters' Probation evaluations should not test on Policies, as this has been completed during the Merger Academy (and learned during the Prep Packet period). Each module, they should practice and be tested by their Captain on one Fire and one EMT module, chosen by the Captain. The practices and test results would be placed in RMS. They will not test on skills at the end of Probation.

The ESD Fire Fighters' probation period ends one year from their date of hire.

**Station Assignment Requirements**

- Merging ESD employees shall receive a station assignment upon completion of the AFD Training Academy through the normal AFD station assignment process. The exceptions below shall remain in place until successful completion of their probationary period. During the probationary period:
    - Merging ESD employees shall not receive an assignment to any fire station located within the former ESD's response area.
    - Merging ESD employees shall not be grouped in one geographical area but shall be dispersed throughout the entire department.
    - Merging ESD employees shall not be assigned to the same unit on the same shift.

Seniority Requirements

With regard to civil service seniority:

- Seniority: Maintain system as it exists currently with seniority accrual beginning with Austin Fire Department hire date.
- Promotion Eligibility: Maintain the requirement of two years in classified rank with the Austin Fire Department prior to promotional exam eligibility.
- Tie Breakers: In the event of a tie on a promotional exam
    - The current first tie breaker of "time in rank," will serve adequately between any two members regardless of merger unless they have the same hire date.
    - All new merged members should have the same AFD hire date and therefore in the instance they are tied with each other a new civil service rule will be required. The following is proposed:
        - After "time in rank" with AFD, the next tie breaker – Highest rank held in original/merged department. (eg. Lt in former dept would win tie breaker over firefighter)
        - The next tie breaker, if needed, would be time in that rank. (eg. Driver with the most time in that rank at former dept would win tie breaker over driver from former dept with less time at that rank.
        - The next tie breaker, if needed, would be date of hire with original/ merged department.
        - The next tie breaker, if needed, would be by randomized lottery, which, the subcommittee believes the civil service commission already utilizes.
- Vacation Selection: Maintain system of selecting vacation dates as it currently exists.
- Force Reduction: Maintain current civil service order of release and rehire for any future force reductions.
    - The current CBA gives further protection to members demoted/laid off and placed on reinstatement lists. Those protections should be maintained and should apply equally to merged members.
    - Assuming the following doesn't disagree with the CBA and assuming all merged members would have the same hire date, then a system would be needed to determine order of release and rehire as between those members. The following is proposed:
        - Hire date with original/merged department would act as seniority to order those members for last in / first out decisions.
            - The lowest seniority date with the original/merged department would be the first to be laid off.
        - The highest seniority date with the original/merged department would be the first to be rehired
        - This date/order would need to be determined at the time of hiring and maintained by the civil service commission

**Exhibit 5**

# COLLECTIVE BARGAINING AGREEMENT

## BETWEEN

## CITY OF AUSTIN

## AND

## AUSTIN FIREFIGHTERS ASSOCIATION

## LOCAL 975

EFFECTIVE OCTOBER 1, 2017

**RESOLUTION NO. 20170928-018**

**WHEREAS**, the citizens of the City of Austin in a duly ordered referendum election adopted the provisions of the Fire and Police Employee Relations Act, Chapter 174 of the Texas Local Government Code, for firefighters employed by the Austin Fire Department; and

**WHEREAS**, the Austin Firefighters Association, Local 975 of the International Association of Professional Fire Fighters, was properly designated and recognized as the sole and exclusive bargaining agent for all Austin firefighters covered by the collective bargaining statute; and

**WHEREAS**, negotiation teams for the City of Austin and the Austin Firefighters Association engaged in negotiations and reached an agreement which has been ratified by a majority of the members of the Austin Firefighters Association; **NOW, THEREFORE,**

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

The City Council ratifies the Agreement between the City of Austin and the Austin Firefighters Association in the form of attached Exhibit "A," said agreement to be effective beginning on October 1, 2017, and authorizes the City Manager to execute the Agreement.

ADOPTED: September 28. 2017 ATTEST: Jannette S. Goodall
City Clerk

## ARTICLE 10
## ASSOCIATION BUSINESS LEAVE

**Section 1. Association Business Leave**

**A. Creation of Association Business Leave**

Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

**B. Permitted Uses of ABL**

1. The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes.

2. For other Authorized Association Representatives, ABL may be used for Association business activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. Association business is defined as time spent in Collective Bargaining negotiations; adjusting grievances, attending dispute resolution proceedings, addressing cadet classes during cadet training (with prior approval of the time and content by the Fire Chief, or his/her designee), and attending union conferences and meetings. It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of ABL for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association Business Leave shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association Business Leave shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program. No Association Business Leave shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's vacation time for legislative and/or political activities.

**C. Written Request Required**

All requests for ABL must be in writing and submitted at least 3 business days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

**D. Approval of ABL Requests**

The Fire Chief or the Fire Chiefs designee shall approve timely ABL requests, subject only to the operational needs of the Department.

**Section 2. Funding and Administration of the Association Business Leave Pool**

**A. Manner of Funding**

For the timeframe between the effective date of this Agreement and through December 31, 2017, the City will fund a pro rata number of hours of Association Business Leave

to a pool of leave time to be used in accordance with this Article. Beginning January 1, 2018, and each subsequent year during the term of this Agreement, during the first ten (10) days of the calendar year, the City will contribute 5,600 hours of Association Business Leave to a pool of leave time which may be used in accordance with this Article. The City will track deductions from the pool as Association Business Leave is used.

**B. Administration of Pool**

Up to one thousand (1,000) hours remaining at the end of a calendar year will remain in the pool for use in the following year. However, at no time may the pool exceed sixty six hundred (6,600) hours. Up to one thousand (1000) hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

**C. Use of Association Business Leave by Association President**

Beginning January 1, 2018, the Association President shall be permitted up to 2080 hours of Association Business Leave from the pool balance per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. The Association President shall account for all leave time taken under such status through the Fire Chiefs office and such time shall be subtracted from the Association leave pool. The Association President will not be entitled to overtime pay from the City for any hours using ABL leave. The Association President may at any time be required to return to duty if an emergency situation exists. The Association President may also be assigned to any special projects at the discretion of the Fire Chief. The pool balance will not be reduced by any hours that the President actually works at the direction of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

**D. Administrative Procedures**

Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

**Exhibit 6**

Page 1

CAUSE NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM; JAY WILEY, PLAINTIFFS AND TEXAS, INTERVENOR-PLAINTIFF, VS. CITY OF AUSTIN, TEXAS; ELAINE HART, IN HER OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN, DEFENDANTS | ) | IN THE DISTRICT COURT |
| | ) | 419TH JUDICIAL DISTRICT |
| | ) | TRAVIS COUNTY, TEXAS |

**********

ORAL DEPOSITION

OF

BOB NICKS

OCTOBER 30, 2018

**********

ORAL DEPOSITION OF BOB NICKS, produced as a Witness at the instance of Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 30th day of October, 2018, from 9:38 a.m. to 1:16 p.m., before JUDY A. COUGHENOUR JOHNSON, Certified Shorthand Reporter No. 1198, in and for the State of Texas, reported by machine

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shorthand at DEATS, DURST & OWEN, PLLC, 707 West 34th Street, Austin, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached herein.

* * * * * * *

APPEARANCES

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Page 3

APPEARANCES (CONTINUED)

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Reported By:

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* * * * * * *

STIPULATIONS

The attorneys for all parties present stipulate and agree to the following items:

THAT the deposition of BOB NICKS is taken pursuant to Notice;

THAT all objections will be made pursuant to the Texas Rules of Civil Procedure;

AND THAT the original transcript will be submitted

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for signature to the Witness' attorney, DIANA J. NOBILE, and that the Witness or the Witness' attorney will return the signed transcript to JUDY A. COUGHENOUR & ASSOCIATES within 20 days of the date the transcript is provided to the Witness' attorney. If not returned, the Witness may be deemed to have waived the right to make the changes, and an unsigned copy may be used as though signed.

* * * * * * *

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* * * * * * *

EXHIBITS

| EXHIBIT NUMBER | DESCRIPTION | PAGE MARKED | PAGE REF'D |
|---|---|---|---|
| 1 | Being a copy of the Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 23 |
| 2 | Being the original booklet entitled Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 23 |
| 4 | Being a document entitled Association Business Leave - 2012, Quarterly Report, Q4 - Oct. thru Dec. | N/A | 57 |
| 5 | Being spread sheets, the first page entitled 2018-08-08 Formsite ABL Data Dump (ABL) | N/A | 70 |
| 7 | Being articles of news reports, the first page being entitled "Critics blast loophole that forces taxpayers to fund public sector union work" | 119 | 119 |
| 8 | Being a document with the first page entitled Media Tweets by Austin Firefighters (@AFA975) / Twitter | 134 | 134 |
| 9 | Being a document with the first page entitled Austin Firefighters (@AFA975) / Twitter | 134 | 134 |



BOB NICKS

the Witness herein, having been first duly administered an oath or affirmation, testified as follows:

EXAMINATION

QUESTIONS BY MR. RICHES:

Q Good morning, Mr. Nicks.

My name is Jon Riches. I represent Mark Pulliam and Jay Wiley, the Taxpayer Plaintiffs in this case.

A Good morning.

Q Have you ever done a deposition before?

A I have.

Q Okay. So I'm sure you know the drill, but I'm going to ask you a series of questions. If you don't understand the question, please feel free to ask me to repeat it.

If you need me to clarify any other portions of a question, I'm happy to do that, as well.

If you need me to slow down, please ask me to slow down, to repeat the question.

Does that - does that all sound agreeable?

A Yes. I understand.

Q Answer only the question that I ask, rather than one that I don't ask.



And there may be times when your attorneys, or the attorney for the City, objects to a particular question that I ask. They may be doing so to preserve to record, so unless they instruct you not to answer a question, please free to answer it, even if your attorneys object.

A Okay.

Q Does that all sound agreeable to you?

A I understand.

Q Okay. If you wouldn't mind please stating your name and spelling your last name?

A Bob Nicks, N-I-C-K-S.

Q Are you currently employed by the City of Austin?

A I am.

Q And what is your position with the City?

A I am a Battalion Chief in the Austin Fire Department.

Q Could you help me understand where, in the chain of command or organizational structure, a Battalion Chief is?

A Battalion Chief will usually report to either a Division Chief or an Assistant Chief, depending on what part of the organizational chart they're in.

So in Operations, they'd report to what we



call a Shift Commander, which is a Division Chief rank, and that's the position I held, in Operations, before I became Union President.

Q Got it.

From the - so do Division Chiefs typically report to Assistant Chiefs?

A That's correct.

It goes Battalion Chief - generally. Sometimes a Battalion Chief might report directly to Assistant Chief, in certain projects, but generally it would be Battalion Chief, Division Chief, Assistant Chief. Then we have a Chief of Staff, and then the Fire Chief.

Q Okay. How long have you held the position of Battalion Chief with the City of Austin?

A Since 2002.

Q Were you employed by the City prior to 2002?

A Yes. I was employed by the City of Austin actually since 1982. I was a civilian in the Finance Department. I moved to the Fire Department in 1986.

Q And you've been with the Fire Department since that time? Since 1986?

A Yes, sir.

Q What are the ordinary duties of your role as a Battalion Chief?

A Well, Battalion Chiefs can be assigned to one of

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two places, generally - either a staff assignment, or a - what we call Operations, which is actually firefighting, and supervising firefighting units.

I've been in both - both sections.

Q What section are you in now?

A The contract would say that when I - when I finish my term of President, that I would return back to my previous assignment, which would be an Operation Battalion Chief assignment.

Q What would - what would a typical day consist of, as Battalion Chief in the Operations Department, in that assignment?

A A Battalion - we - we'd work shift work, so we work a 24/48 schedule. So every third day I would come in at around 10:00 to 10:30, and we would do what we call set up staffing.

And so you look at all the different types of leave people have, throughout the City, coordinate with the other seven Battalion Chiefs, and you make sure you have coverage of all the proper ranks, and all the proper fire fighters throughout the City in every - in every unit.

That's how the day would usually start out.

Many times, after that, there's a meeting to go to with all of the Battalion Chiefs, where they get

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together and talk about, you know, what's going on within the Department, as far as, you know, fire safety, and fire fighting, and what needed - you know, what new directives would come down from management, what we needed to know.

If that doesn't happen, then there's training to do.

There's - your - your - one of your responsibilities would be to go to the different stations, under your jurisdiction. So the Battalion Chief is basically in charge of five to seven stations, and that could be, you know, six to maybe nine units, different type of apparatus, and so they would be going around to those stations, and supervising activities, checking out progress of programs. Things like that.

And there might be other activities assigned to the Battalion Chief directly from the Shift Commander, some of them from above, to work on a particular program or project.

Q Got it.

Do you also hold a position with the Austin Fire Fighters Association?

A I do.

Q And what's that position?

A I'm the President.

Q How long have you been the President of the AFA?

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A Since January of 2010.

Q If I refer to the Austin Fire Fighters Association as the AFA, I'm sure you know - you know what I'm talking about?

A I'm sorry. What?

Q If I refer to the Austin Fire Fighters Association as the AFA, as - will you know that --

A Yes.

Q -- I'm referring --

A AFA --

Q -- to that?

A -- is the acronym we use for Austin Fire Fighters Association. Yes, sir.

Q Got it.

Did you have any positions with the AFA prior to you holding the office of President?

A Yes.

I was - I've been a member since probably the beginning of 1987? Because you can - you - you can't become a member when you're on probation.

Q Um hum.

A So when I got off probation, I became a member.

I was not very active in the Association until I think I - I think I was elected to the Bargaining Team. I put my name in the hat, so-to-speak, and was

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elected to the Bargaining Team in 2008. At that time I was Chief of Training.

The next year I ran for the Secretary/Treasurer position, so that was, I think, 2009, and accepted that position - or was elected in that position.

And I was in that position about a year - maybe a little less than a year - and then I ran for President of the Association, and was sworn in as President January of 2010.

Q Very good.

Fast rise.

Can you tell me, just in general terms, what the AFA is?

A What the AFA is?

It's a association of fire fighters that we promote and establish the common interest.

We are the chief - we represent the bargaining unit for the City, under Chapter 174, so we actually are the negotiating agent for that.

Because of that, there's a variety of activities that are under the contract that we are responsible for. Administering grievances, you know, meeting with management to try to work out different issues harmoniously.

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You know, I can give you a for instance, if you want, or you can ask me later.

But, I mean, we spend a great deal of time with that.

But a good deal of our time is spent meeting together, and trying to promote and establish our common interests, so a lot of time is spent, because we do want to represent the fire fighters - not just our own interests - a lot of time is spent going out to do surveys, to do face-to-face contacts, and - and - and educating and receiving feedback from the members so we can basically promote their interests.

Q How long has the AFA been in existence?

A I don't know, exactly. You asked me this question last time.

I - I think around 1950, or a little bit before, but I'm not absolutely sure.

And I only say that because I've - I've been told they're very active - Austin fire fighters were active, at the time, in the writing and the promoting of Civil Service law, and I think it was voted in the State Legislature around that time.

Q You indicated that the AFA is the negotiating agent for Austin fire fighters.

When you say negotiating agent, do you mean

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the exclusive bargaining representative?

A Yes.

Q Do you know how long the AFA - AFA has been negotiating agent, or exclusive bargaining representative for Austin fire fighters?

A The history of that is - is - I'm a little vague on the very beginning years, but it was around the mid Nineties when the State Legislature passed something called meet-and-confer, and it was basically a bill that was passed - I guess a law that was created - that allowed Civil Service - my understanding of it is it allowed Civil Service departments to negotiate some of the tenets of Civil Service law, or meet-and-confer with management and change some of those elements.

And that happened I think around - I think that started around 1997?

And then, in 19- - and excuse me. In 2004, the - this - this - Austin fire fighters endeavored to try to get a referendum passed to get collective bargaining in the City of Austin for the fire fighters, and I believe - and they did, and I think that came in to effect either late 2004 or early 2005.

And then you're kind of under a different Statute, then. I had mentioned, earlier, in Chapter - under Chapter 174. Once - once you - once citizens vote

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collective bargaining in.

Q Could you explain the difference between meet-and-confer and collective bargaining?

A I can explain what I think the differences are.

I - I - I - I generally think there's not a lot of difference, for - at least for Austin.

I think that my understanding is there's a little bit of difference in - in the strength of past practice arguments you could make; in other words, arguments that policies and working conditions that are in effect when a negotiation started, even if they're not discussed, remain in effect until the next bargaining cycle. That's - that's my understanding, although the - I think the one time we challenged, didn't seem like that had very much strength to it.

I do believe that there's some advantages to collective bargaining, if you are a department that is underpaid, according to other like industries, or other like Fire Departments in your area. There is some provisions that you could - you can have an Arbitrator look at that, if you go to impasse.

But my understanding is, it's - it's actually a lot of similarities between collective bargaining and meet-and-confer.

Q Is one difference that, under meet-and-confer,

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the City can impose terms and conditions, but under collective bargaining, the parties have to arrive at agreement?

MS. NOBILE: Objection to the form.

You can answer.

A (The Witness) Say that one more time. I want to make sure I get this right.

Q (Mr. Riches) Is one of the difference between meet-and-confer and collective bargaining that under meet-and-confer, the City can impose terms and conditions of employment, but under collective bargaining, the parties are to arrive at agreement?

MS. NOBILE: Objection.

You can --

MR. BIRRING: Objection.

MS. NOBILE: -- answer.

MR. BIRRING: Form.

A (The Witness) I don't know.

You know, I'm really - I'm really not certain.

And - and one other thing I should mention is, is under meet-and-confer, it's a little more mutual if they meet to meet-and-confer, when under collective bargaining, the - my understanding is the Association can actually compel the meeting by sending a letter to the

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City Manager.
So that's - that's another thing I didn't mention.
Q (Mr. Riches) So one difference is that under meet-and-confer, the parties have to agree to meet.
A Right.
Q But under collective bargaining, the Association could require that the City --
A Right.
Q -- within --
A And the requirement is - my understanding of the - of the requirement is they have to meet for sixty days, but it also says, in the Statute, they don't have to agree to anything, but they do have to meet in good faith for sixty - at least sixty days, is my understanding.
Q And does that mean sixty days of - at least sixty days of negotiations?
A Well, it's a - it - it - not to say you have to meet sixty days in a row --
Q Right.
A -- but you have to meet over a period of sixty days.
So it doesn't mean you have to be at the table every day, but they have to, in good faith, meet and listen to your proposals, and make counterproposals.

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And then, at the end, it's very clear, under Texas law, I believe, that - it says the City doesn't necessarily have to agree to any of it, but they do have to meet for that period of time.
Q And so because the AFA is the exclusive bargaining representative for eligible fire fighters in Austin, does that mean that a contract that's ratified between the City and the AFA is binding on all Austin fire fighters?
MS. NOBILE: Objection to --
A (The Witness) That --
MS. NOBILE: -- the form.
You can answer.
A (The Witness) That's my understanding. Yes.
Q (Mr. Riches) And is that true whether or not the fire fighter is a member of AFA?
A Yes. That is true.
Q It - how many Austin fire fighters are there right now?
A I - I wish I had looked that up this morning.
I think - I'm - I'm going to take a WAG. I believe we're at about 1050 right now.
I think our authorized strength - we're a little bit behind - is - is - approaches somewhere in the neighborhood of 1180. So we're a few understaffed right

Page 19

now.
But I - I - I believe our numbers are close to 11- - or excuse me - 1050.
Q And how many of those 1050 are members of the AFA?
A All but - we recently took - took a look at that - which I don't really pay much attention to - but I think we have twenty-one nonmembers within our - within our universe of fire fighters at the Austin Fire Department.
Q Twenty-one?
A Yes.
Q Okay.
A And I think that's around two percent.
So about ninety-eight percent people participate voluntarily, with the Association.
Q Got it. Got it.
When the AFA reaches a tentative agreement with the City on a contract, does it submit the proposed contract to its membership for a ratification vote?
A Yes.
We go through an extensive education period with the members, where we conduct public meetings, meetings where they come to us. We have PPs go out and talk about the issues. We have a - we do a lot of stuff

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on line, so we have an on-line education page where we give - if there's any dissension on the bargaining team - which there usually is some. We have pro and cons - we do a video usually talking about the issues. We usually have a Power Point talking about the contract before, and this one, and we - we do a lot of educational membership before the - a - a member vote occurs.
Q And then there - there actually is an up or down member vote?
A There is. Yes.
Q What's required of the member vote to ratify a contract?
A Fifty percent. Over fifty percent of the members voting. (Witness nodded head up and down.)
Q When you say members, do you mean AFA members?
A Well, any member could vote.
Now to be - to be clear, I've never had a nonmember ask to vote, but we certainly have provisions to allow them to vote.
Q So nonAFA members can vote to ratify a contract between the AFA and the City?
A That's my understanding. Yes. (Witness nodded head up and down.)
Q You indicated that there's provisions to allow that. Do you know where those exist?

Page 21

A I don't think there's any prohibition for them doing it. I don't know that there's - I don't think there's anything that says you can, but there's no prohibition.

And my interpretation is, because they're a member of the bargaining unit, that they could.

Q To your knowledge, has a nonmember, in fact, voted to ratify an agreement --

A I've --

Q -- between --

A -- never been asked, by a nonmember, to vote, and I don't have any knowledge of them doing that. I don't want to say it's never happened. I just don't recollect.

Q Okay.

A (Witness nodded head up and down.)

Q I probably should have asked this at the beginning.

I - I see you're represented by attorneys from the AFA.

Is your testimony today in your capacity as the AFA President, or as a City of Austin employee?

MS. NOBILE: I - I am going to object to the form.

You can - you can answer.

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A (The Witness) As an AFA President.

Q (Mr. Riches) Okay. Are you also represented by the City today?

MS. NOBILE: I'm going to just let - as - as his legal representative, there's no attorney/client relationship between the City and Bob Nicks.

So just so the record is clear.

MR. RICHES: Okay. I'm sorry. Can you repeat?

MS. NOBILE: Yeah.

There's no attorney/client relationship between the City and Bob Nicks.

A (The Witness) Other than the very brief meeting I had this morning, where I said hello to the City representative, I've - I've never met with him or taken any direction.

I don't know if that answers your question or not.

Q (Mr. Riches) Okay.

MS. NOBILE: I'm - we're his lawyers. (Indicating)

MR. RICHES: Got it.

Q (Mr. Riches) Could there be an attorney/client relationship between you and the City attorney?

MS. NOBILE: Object. That calls for a legal conclusion.

I - there isn't one.

MR. BIRRING: The same objection.

MR. RICHES: Okay.

Q (Mr. Riches) Would you mind answering?

A (The Witness) I can answer the question, and my answer to that would be I would have to consult with my attorney to know.

Q Okay. I want to show you what has been marked as Exhibit 1 from yesterday's depositions.

MR. RICHES: And does everyone have a copy of that?

That's - yeah that's Exhibit 2, technically, but it's the same --

MS. NOBILE: Okay.

MR. RICHES: -- document, except in different form. (Indicating)

Q (Mr. Riches) It - one last question, on that last line of questioning.

Why is it that you weren't represented by the City, as a City employee?

MS. NOBILE: Objection.

A (The Witness) Pardon --

MS. NOBILE: Form.

A (The Witness) -- me?

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MR. BIRRING: Objection. Form.

A (The Witness) I'm sorry. What's the question?

Q (Mr. Riches) Why is it that you wouldn't be represented by the City, as a City employee?

MS. NOBILE: Objection. Form.

A (The Witness) Why is it that I wouldn't want to be?

Q (Mr. Riches) That - that you aren't.

A I've never been asked to, and I've never requested that I am - that - that I be represented by them.

Q Okay. If you wouldn't mind taking a look at what has previously been marked as Exhibit 1? Can you identify that document?

A Yes.

Q And what is that?

A This is a - the latest Collective Bargaining Agreement between the City of Austin and the Austin Fire Fighters Association.

Q Were you familiar with that document prior to coming in this --

A I --

Q -- morning?

A -- I am familiar with it. Yes.

Q Were you part of the negotiation team that was

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part of the negotiating process, prior to ratification of this --
A That's --
Q -- agreement?
A -- correct.
Q What was your role, on the negotiating team?
A On this contract, I was the lead negotiator.
Q How many negotiators are there?
A Pardon me?
Q How many negotiators are there for AFA?
A I think - I believe our - our team is nine. And it's five elected and four appointed by the President. And then we usually hire outside Counsel to sit in at least some of the sessions, if not all the sessions.
Q When you say five are elected, by whom are they elected?
A They're elected by the membership.
Q For the exclusive task of negotiating?
A Yes.
So we have a - we have a bargaining team, that's laid out in our Constitution and Bylaws, and it talks about how members are selected, and five are selected through a - an on-line voting system, basically, and then four are appointed by the President.
Q If you wouldn't mind turning to Article 10 of

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that agreement?
A Okay. I'm there.
Q That article defines - or identifies the creation of what's called Association Business Leave.
What is Association Business Leave?
A Association Business Leave is leave that can be used to do Association business. (Witness nodded head up and down.)
Q All right. Who pays for Association Business Leave, under Article 10?
A Oh.
MR. BIRRING: Objection.
A (The Witness) You --
MR. BIRRING: Form.
MR. RICHES: What's the objection?
MR. BIRRING: I think it's somewhat of a vague question.
(The Reporter asked Mr. Birring to speak louder.)
MR. BIRRING: Oh. It's a little bit vague question. Like what does "pays for" mean, in this context?
MR. RICHES: I can rephrase.
Q (Mr. Riches) Do you understand the question?
A (The Witness) I understand the question. Yes.

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Q I'll rephrase it.
Who funds Association Business Leave?
A Association Business Leave is established through arms-length negotiations between the City of Austin and the Austin Fire Association - Fire Fighters Association.
A lot of items and discussions go in to to create the equilibrium of that bargain.
But I think what you're probably getting in to, who actually funds it, ultimately? Because I think that was the question from the Court case that I was in - or the Court date that I - I attended. And that would be the citizens - citizens of Austin ultimately fund it.
Q Is any portion of Association Business Leave, or ABL, paid out of the AFA's budget?
A Again, I think you could make the case that the negotiation - arm-length negotiation is where you determine all the issues in the contract, and so you could say that there were some allowances made for benefits or working conditions to get that leave.
But when you're looking - if you're asking, directly, do any funds come out of the general fund of AFA from the money dues we collect to fund ABL, the answer would be no.
Q Okay. Would you mind looking at Section 1B,

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which identifies the Association President? You indicated that's you, currently. Is that correct?
A That's correct.
Q Who decides who becomes the Association President?
A The members do.
Q The members of the AFA?
A Yes.
Q Does the City have any say in who becomes the AFA President?
A Well, it depends on how you define the City.
A lot of the fire fighters that are in our Association are also management, so they have some say, if that's how you define the City.
But, generally speaking, the City doesn't have any direct impact on who becomes the President.
Q Is the election of President done through a - through a membership vote?
A Unless someone else runs.
My first term, I ran against two other candidates, and was elected.
And since then, we have a process where you put a - you have a - a very defined process in our Constitution and Bylaws, where you put out the nominations. You open the position in advance, and

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there's a lot of - you know, the Constitution tells exactly what membership meeting these things would be held at.

We actually do our elections through on-line voting, which is one of the only and first in the nation to do so, and so ultimately, the - the - the members choose - unless nobody else puts their name in the hat - and then there's provision where you would - you would get the position by acclamation.

So I've actually had an election, with candidates running against me, in 2009, when I was installed in 2010, and since then, I've - nobody has opposed me, so I've won my - every two years, since then, I've won my election through acclamation.

Sorry for the long answer, but I want to make sure I'm accurate.

Q Thank you.

Section 2C indicates that the Association President shall be permitted up to 2080 hours of Association Business Leave.

Does that constitute a - a full forty hour workweek?

A Yeah.

I mean, I used to work at Payroll for the City of Austin. 2040 would be the - how many hours you

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generally work in a - in a year.

Of course, if you're taking any sick, or vacation, or other types of leave, it would - it would subtract from that - that number.

But yeah. That - a - a person, a forty hour workweek is generally considered to work 2040.

Q Are all of your working hours done on ABL?

MS. NOBILE: Objection to the form.

You can answer.

A (The Witness) No.

Q (Mr. Riches) Okay. Do you perform other - well, how are your other working hours performed?

A Voluntary leave.

My - my work - my work requirements require me to work way past forty hours a week, so a lot of it is voluntary.

Occasionally - although I'm not very good about this - when the City asks me to do something, like go to a quarterly Battalion Chief meeting, I actually could not charge ABL for that, but just charge regular leave, which would allieve - allow me more balance to use for other purposes, if I wanted, in the ABL balance.

I generally don't remember to do that, and so I'm usually there on ABL, even though I'm on behalf of the City. I'm in uniform and - and acting as an employee,

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at that time, with the City. A - a regular Battalion Chief.

But I would say the far majority of the time that I use that's not ABL is - is me volunteering my time to the - to the duties of the job.

Q When you do that, when you volunteer your time, do you record that, in some fashion? Do you put in for voluntary leave?

A No. The agreement I have with the City - first of all, the - this ABL article says I cannot - I cannot work overtime. So I don't show the other times that I work as voluntary.

What we've done is - because they're - they're aware that I'm doing more than forty hours a week - is we just decided to - when I - when I record my time on my time sheet, I record ten hours on Monday, Tuesday, Wednesday, and Thursday.

And at one point I thought I might actually do some overtime in Operations on Friday and Saturday, but I've never had the bandwidth to do that, with - with my duties and my family requirements.

Q If you wouldn't mind looking at Section 1A of Exhibit 1?

A Section 1A?

Q I'm sorry. Section 1B.

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A Okay.

Q "The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes."

Does the City place any prohibitions on what "activities consistent with the Association's purposes," means?

A I'll try to answer that question the best I can.

There's discussions occasionally at the table - I think we've had six or seven bargaining cycles since I've been President. Since 2000- - well, not since I've been President, but since 2008 I've been involved with bargaining. And so occasionally there's discussions on what that means.

And one thing that we - that the City negotiator spoke about, that clearly would be against lawful purposes, is me being in uniform, you know, soliciting. And I - and I - and I think Chapter 143 prohibits that, also.

Also, I shouldn't be delivering a check on - you know, a contribution check on duty, or, in other words, on ABL leave.

And those were the examples they talked about of what I should - what we shouldn't be doing; in other words, unlawful practices, in their - in their

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opinion.
And then we talked about lots of other things, like going to a Council meeting - office and talking about advocating for fire fighter issues, and safety principles - principles, and things like this, and those are - those are prohibited - those are not prohibited. Those would - those are - those would be fine.
And so really, the only two that I can think of that they said I couldn't do, for lawful purposes, is deliver checks, or deliver - or do something in - in uniform.
Of course I am subject to the Code of Conduct. Regardless of whether I'm - I'm working as Battalion Chief or Union President, I'm still a City of - employee. I'm still employed by the City of Austin, and I am subject to those sort of personnel policies, too.
Q When you say "in uniform soliciting," what do you mean? What are you soliciting?
A Well, I - nobody does this in the City of Austin, because we're pretty - I think we're a pretty ethical department - but Chapter 143 talks about you can't lobby in a - in a - in a uniform, if I'm - if I'm not mistaken.
Q When you say "lobby," do you mean advocate for

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the passage or defeat of legislation?
A Right.
I couldn't go up to the - without permission from City - from the City Manager - I couldn't go to the Capitol and - and lobby in uniform. Or I shouldn't be advocating for positions while I'm in uniform that are - especially that are contrary to the City, but - in any way.
So - so the way I've interpreted that is I never wear a uniform. It just makes it a lot simpler for me.
Q So the prohibition only applies to the wearing of a uniform while lobbying, but not to lobbying, itself?
A No. I could --
MS. NOBILE: Objection --
A (The Witness) -- it --
MS. NOBILE: -- to the form.
But you can answer.
A (The Witness) Oh. I'm sorry.
Yeah. My - my understanding is lobbying is within the allowed activities that I can do, while using ABL. That's correct.
Q (Mr. Riches) Are you registered as a lobbyist with the State?
A I'm not.

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Q What about with the City of Austin?
A I am not. (Witness shook head from side to side.)
Q You also indicated that perhaps one other prohibition, under Section 1B1, is that you couldn't deliver a check. What do you mean by that?
A A contribution.
Q A contribution to whom?
A To a - to a political candidate.
Q Okay.
A That should - that should not be done on ABL, is the way I understand it.
Q So you cannot deliver a direct contribution check to a political candidate for elected office, while on ABL?
A That's correct.
Q Apart from the lobbying, while in uniform, or delivering a check to a political candidate, are there any other prohibitions on your use of ABL?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) I mean, those are my biggest takeaways from the discussion.
Whenever I have any questions about what is - you know, if I have any question - I can't think of

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an example right now - I always consult my attorneys.
But those were the takeaways I got - I got from the discussions we had at the table.
Q (Mr. Riches) In your role, as the AFA President, do you make candidate contributions on behalf of the AFA?
A Sometimes I do. Yes.
Q When would those contributions be made?
A Sometimes - a lot of times they're after hours. Sometimes they're mailed.
I have an event tonight I'm going to probably go to in Georgetown, and it's after hours, and I'll be delivering a check to that candidate.
So generally speaking, but even - even - just so you know, I mean, I - I put in a lot more hours than just the forty hours a week, so even if one was to be during regular business hours - which I - I try, as a practice, not to do - but if - if - if that did occur, the hours that I work are well beyond the forty hours of ABL on a week.
Q To your knowledge, has that occurred? Have you made a candidate contribution while on --
A I don't --
Q -- ABL --
A -- recall --

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Q -- during regular --
A -- I can't --
Q -- business --
A -- recall.
Q -- hours?
A I can't --
(The Reporter asked for the question to be repeated which she could not hear clearly.)
MR. RICHES: Sorry.
Q (Mr. Riches) And if you don't mind, Mr. Nicks - I know sometimes I can speak quickly - but let me - let me finish the question and then --
A (The Witness) I'm sorry.
Q -- begin your answer.
No problem, at all.
To your recollection, have you ever made a candidate contribution while on ABL, or during regular business hours?
A I don't recall doing so.
Q Okay. Do you also - I'm going to go back to that.
So you indicated that - I believe you indicated that most of the time that you spend doing your regular duties is on ABL. Is that correct?

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MS. NOBILE: Objection. Form.
You can answer.
Q (Mr. Riches) Oh. Is most of the time you spend, performing your duties as the AFA President, on ABL?
A (The Witness) Most weeks I would say that's true, for sure. There's some weeks where I probably do more voluntary time than the ABL, but most weeks I would say, for sure, I'm spending most of the time on ABL leave. Yes.
Q How long have you been on - using ABL for primary amount of your duties?
A Well, it started January, 2010. We went to a contract impasse sometime in '13.
So for almost a two-year period, I was back at the station during the impasse period.
We received a contract again in '15, so I was back on ABL at that time, and have been on ABL ever since. (Witness nodded head up and down.)
Q When was the impasse period from?
A I - I am going to tell you, the best of my recollection, it started around '13 and ended around '15, and I think we got the contract in '15.
Well, I'd - I'd be lying. I can't remember if it was Spring or Fall, but it was sometime in '15.

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Q Were you operating under a Collective Bargaining Agreement, during the impasse?
A My interpretation, certain provisions, certain practices stay in place in that - in - because you have collective bargaining, even during impasse.
The City is agreeable to some of those things, and nonagreeable with others, but, generally speaking, a lot of the benefit of the bargain goes away when you're at impasse.
Q So there was no - tell me if I'm characterizing this correct. There was no enforceable Collective Bargaining Agreement during the impasse period?
A That's correct. That's my understanding. Yes.
Q Do you need permission from anyone, in the City of Austin, prior to using ABL?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) Well, it depends on what you mean by permission.
I mean, the very fact that you have a Collective Bargaining Agreement gives you permission to do it.
There are policies you have to follow. There's a Code of Conduct you have to follow.
But if you're talking about do I have to

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ask a person in the City to use ABL, on a day-to-day basis, the answer would be no.
Q (Mr. Riches) Are you required to report to the Austin Fire Department headquarters, or any other Austin Fire Department office, on a daily basis?
A There's not a requirement that I do it on a daily basis.
There's plenty of times I do report for different duties I do, or meetings I attend, or - or - or activities I need to perform, but it's not a - it's not - it's not - I don't want to mislead you. It's not like 7:00 a.m., every day, I go to headquarters and report.
Q Do you generally go to AFA offices, during your working day?
A I usually go by the office, at some point. I mean, I've kind of set up my - my business model where I have a office manager that takes care of a lot of the - a lot of the day-to-day things, and I did that so I can be more mobile.
But I am almost always stopping by the office - the office to check on projects he's working on, supervise the activities, you know, find out if there's any messages I need to - to - to attend to. Things like that.
Like today, I probably won't go by the

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office.
So it - it's - I wouldn't say it's a - it's a standard practice I'm always going to be there certain hours.
Q Does the City maintain separate offices for you?
A No.
Q Is your office manager also on ABL?
A No. He's paid by the Association. He's a civilian.
Q Okay. What's his name?
A His name is Tim Olson.
Q And when you say he's paid by the Association, he's paid out of the general operating funds --
A He --
Q -- of the AFA?
A That's correct.
Q Does anyone, at the City of Austin, direct your activities, on a daily basis?
MS. NOBILE: Objection --
MR. BIRRING: Objection.
MS. NOBILE: -- to the form.
MR. BIRRING: The same objection. Form.
A (The Witness) Well, again, just to be accurate, there's some direction and - through the contract. There's some direction in the Code of Conduct, and things

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I have to do in order to - to maintain a good standing as an employee.
There are a lot of common, mutual projects we work on together, where we're coordinating our time, and ideas, and resources to accomplish.
But if you're asking is there somebody that directs my day-to-day activities, from the City, then the answer is no.
Q (Mr. Riches) Do you provide any accounting as to how you spend your time, while using ABL, on a daily basis, to anyone at the City?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) To some extent, yes.
I mean, but it's mostly for the purposes of accurate pay, and by abiding by the contract.
So there's a time sheet that needs to be filled out weekly, but the time - but, by agreement, the time sheet is filled out, much like I told you. It's filed - it's filled out Monday, Tuesday, Wednesday, and Thursday, with ten hours a day of ABL.
As a practice, what I do is if I have vacation or sick, during that time, even though I have worked more than that time, I usually take the - I usually record that on my time sheet, just because I think it

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keeps things cleaner.
But a case could have been made, easily, that I have worked extra hours, so I didn't need to do that, but I try to be pretty - pretty righteous about that.
But it's not a tool where I'm recording exactly what I'm doing in any particular day, the exact time I'm coming in, the exact time I'm leaving.
And it's - partly it's very hard - it would be hard to do that, even if it was a requirement.
Like yesterday, I was doing different Association business till almost 10:30 at night. I got up at 4:00 in the morning, and started doing business again.
So it's - it's - it's - it would be hard to record all the different things that a person does. It could be done, but it would be difficult to do.
Q (Mr. Riches) I understand.
The recording that you do provide, or the accounting that you do provide, is a time sheet for ten-hour days, Monday through Thursday? Is that correct?
A That's correct.
Q Is there anything, on those time sheets, that indicate how your time was spent, during those ten hours?
A That's - no. There's not.
Q Do you have a supervisor, at the City of Austin?

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A I think, technically, the supervisor is the Fire Chief, but I - but, for all practical purposes, I generally report to the Chief of Staff, which is Tom Dodds.
Well, actually, he's the Interim Chief now, but he was the Chief of Staff.
Q Does he provide any performance reviews for you?
A No.
Q How often do you report to him?
A Whenever he asks me to.
Generally we - you know, one of the I think important parts of the Association is - is trying to create harmonious relationships.
So it's - this week - I want to say Tuesday of last week, he wanted to meet for several hours on overtime practices.
There were different Chiefs that were interpreting it in different ways. He wanted the Association's point of view.
I - I did a conference call with my Board. I talked about the issues. We came up with our position. I went and talked to the Fire Chief for several hours about it, and reached a lot of common interest on - on how we should interpret it.
And so that's just an example of - of when

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he would direct me to come in and - and - and meet.
And that happens fairly frequently.
Q How would you characterize "fairly - fairly frequently"?
A Well, in - you could - in some weeks, like that particular day - I'm just reviewing my - my calendar, because I thought you might ask some questions like this.
That particular day, I met with him twice that day. One was for an over three-hour meeting with the female fire fighters in the afternoon, and the other one was a - a meeting earlier in the day, at about two hours, on overtime - which ended up being two and a half hours on overtime practices, and went in to some other issues.
Some days we wouldn't meet, at all.
So it would really just depend on, you know, what's the issue of the day, and what needs to be discussed.
Q So he'll - the Chief of Staff will request meetings with you and expect you to attend them? Is that a fair characterization of what you --
A Yeah.
Q -- described?
A I mean, but it - I don't feel like - yes and no.
I mean, he - he will request it, just like I would request a meeting with him. He probably doesn't

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feel like he has to attend a meeting I request him on. But - but he - but we do, because there's a lot of common interests we need to work out.
Q Do you feel you have to attend a meeting, if he requests --
A If the --
Q -- it?
A -- Fire Chief asks me to be there, I'm going to be there. Yes.
Q Does he provide you other assignments, throughout the working day?
A Not in the classic sense that you're probably going at.
It's not that - that the Fire Chief would say, "Bob, I need you to work on this project. These are the expectations, and this is the deadline I want to see it by."
What we do is we work on a lot of common things together that are - that are mutually beneficial to the Department. And I'll give you an example.
We had an overtime crisis, you could say, because of our shortage of personnel and our need to fill seats on units, and I went through a process of trying to find out the most desirable ways, according to the membership, in order to overcome that crisis, and I did a

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study under - that the Mayor kind of commissioned, with the Budget office, to determine the exact impact of the crisis, because I thought it was a little bit - I thought there were some offsetting costs that were going to be taking place.
And while I was doing that, I was working hand-in-glove with the Fire Chief and civilian budget analysts to try to come up with a myriad of solutions, and - and we did.
And I think the fact that we engaged the membership and stakeholders in doing that, we saved three to four million dollars, and morale issues were - negative morale issues were minimized.
So the Chief didn't direct me to do that, but we certainly worked many, many hours together on accomplishing that task.
Q Could you be removed as - could you be removed from your position as the AFA President by the City?
A No.
Q And I'm certainly not suggesting that this is the case, but if the City wasn't satisfied with your performance as the AFA President, could they take disciplinary action against you for poor performance as the AFA President?
MS. NOBILE: Objection to the form.

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You can answer.
A (The Witness) Well, I guess it depends on how they would define poor performance as the AFA President.
They could certainly discipline me.
Now whether the purpose was because they didn't like the performance of AFA Presidents is - would be speculation, I guess, but they certainly have the ability to discipline me, under the Code of Conduct policies.
Q (Mr. Riches) If they weren't satisfied - if someone at the City was not satisfied with your job performance, could they ask you to step aside or remove you from your position as the AFA President?
A No.
They could punish me for policy violations, but they couldn't just - if you want to isolate just the fact they didn't like - I wasn't violating any policies, but they didn't like the way I was doing as President, they could not - they could not compel me to step aside. No.
Q And when you say policies, do you mean City policies that are generally applicable to all City employees?
A That - City and - so there's - there's City policies that are applicable to me. There are Fire

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Department policies that are applicable to me. And, of course, there's a Civil Service law, contractual requirements that - that I'm also under, so yeah. I'm - I have to abide by all of those different areas.

Q Okay. If you don't mind looking back to Exhibit 1? Section 1B2 identifies Other Authorized Association Representatives?

A Um hum.

Q And then the sentence goes on to read that, "ABL may be used for Association business activities that directly support the mission of the Department or the Association."

Does that mean that ABL can be used by Other Authorized Association Representatives exclusively to support the mission of the AFA?

MS. NOBILE: Objection to the --

MR. BIRRING: Objection.

MS. NOBILE: -- form.

MR. BIRRING: Form.

A (The Witness) Yeah, as long as it abides by the provisions of this article.

Q (Mr. Riches) And it - it looks like there are some limitations that are placed in that article on the use of ABL by Other Authorized Association Representatives.

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Do those limitations also apply to you?

A Not in - not in - not - not to the contract - not in Section B2, they don't. No.

Q Who are the Other Authorized Association Representatives?

A Anybody that we authorize to have ABL.

Q When you say "we authorized", what do you mean?

A The Board and the President.

Q Anyone who the AFA - is it a Board of Directors?

A Yeah. We have a - a Secretary/Treasurer, then seven VPs, and then myself as our - is what we call our Executive Board.

Q So either the Executive - so the Executive Board can authorize Other Association Representatives?

A Usually it's - it's the President, as the last authorization, but it's only through consultation with the Board.

So a lot of the stuff is routine things, like if we have workers' comp committee. And one of my VPs is the Chair of that committee, and they meet once a month. They decide to meet every two months.

You know, that's - we're not going to have a big discussion about that. If there's a need, they - they - then - then ABL would be granted to do that.

If there's a new program that we're doing,

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then there's a discussion with the Board to see if they support that program, and if they do, then I would grant ABL for that, to - to satisfy that function.

Q Are you then the final decision-making authority on who becomes a Other Authorized Association Representative?

MS. NOBILE: Objection to the --

A (The Witness) I --

MS. NOBILE: -- form.

You can answer.

A (The Witness) I think of it more of a - a consensus process, more, but I guess technically, a President could view it that way and operate that way, but I don't feel like I do.

I feel like I - I get permission from my Board, and ultimately the membership, in the decisions I make.

Q (Mr. Riches) Does anybody, in the City of Austin Fire Department management team, decide who gets to become an Authorized Association Representative?

MS. NOBILE: Objection to the form.

You can answer.

A (The Witness) No.

Q (Mr. Riches) Does anyone, anywhere else in the City, get to decide who becomes an Authorized Association

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Representative?

A No.

Q It looks like - and you had alluded to it before - that there's some limitations that exist in Section 1B2.

Outside of those limitations, are there any others that limit the types of activities that Other Authorized Association Representatives can perform, while using ABL?

MS. NOBILE: Objection to the form.

You can answer.

MR. BIRRING: The same objection.

A (The Witness) Well, I mean, ABL is monitored by myself and members of my Board, and so there's certain things that we may - beyond what's written here - consider appropriate to our organization. We certainly try to - to regulate that, to the extent we can.

Q (Mr. Riches) Does the City place any other limitations on the use of ABL by Other Authorized Representatives, apart from those that are listed in 1B2?

MS. NOBILE: Objection to the form.

You can answer.

A (The Witness) Anything in additional to what's - what's listed in 1B2?

Q (Mr. Riches) That's correct.

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A Say one more - I'm sorry. Repeat the question one more time.
Q Does the City place any additional limitations on the use of ABL by the Other Authorized Association Representatives, apart from the limitations that are identified in Section 1B2?
A Occasionally, but - but not very often.
For instance, this list of - of approved activities is - is - it's been discussed at bargaining. It's a nonexclusive list.
And there's been times where people have been on temporary suspension - or actually it's not temporary suspension. I guess they were on administrative leave, during an investigation. So there's alleged policy violation.
First one is pulled off their regular duties and put in kind of a light duty assignment while they're going through the investigation, and going through the due process.
And so there have been times when I've asked that that person could come down on ABL to go over their case, and the City has approved that one time, denied it multiple times.
So there's occasionally they - they interpret this section a little different than I would,

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and would be a little more restrictive than I - than I think they should be.
Q When you say it's a nonexclusive list, what do you mean by that?
A There's a list of activities here, and we talked at the table several times that that is a list of activities, but it's not a list of the only things you can use ABL for.
Q So the activities that are listed in Section 1B2 are activities that ABL can be used for, but ABL can also be used for other activities that aren't identified in that --
A They were --
Q -- section?
A Yeah.
They were examples of things that could be used for, but it's been discussed several times, at the table, that the list could go beyond that - that list.
Q If the activities go beyond the list, who determines what activities the Authorized Association Representatives will perform?
A To some extent, the Association does, and to some extent, the City does. Like the example where they - they had a prohibition on the use I wanted to, when we were trying to bring somebody down to talk about their -

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their grievance and their investigation.
Q When you say the Association could determine what activities may be used for Association representatives on ABL, who, at the Association, makes that determination?
A Well, the - like I said earlier, if it's a newer program, it would be basically a consensus of the Board a lot of times. We hardly ever go to votes on things like that. Usually we reach some sort of common understanding.
And when I say "we would approve it", I mean we would - we would say we think it's appropriate. Then it gets submitted to the City, and the City would also have to agree that it's appropriate in order for the leave to be - to be authorized.
Q Okay. When that process occurs, how does it work? Does the member or the employee, looking to take ABL - ABL, first get approval from you, prior to taking it?
A It depends.
Like I said earlier, if it's a new program, then I'm going to talk to the Board and see if it's a program we support. If the Board says it's a program we support, we ask people to put in for the leave.
So let's say we're starting a new committee, and the Board says - or maybe a Motion to form

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the committee, or maybe the Board wants to form a committee.
So once we know it's an approved action of the Association, then we staff it. And if they - and if we - if we have individuals we staff on that committee that are off - that are on duty, then we would have - we would ask them to submit ABL.
That would be a little more formalized than what we normally do, because a lot of our activities are recurring, like the workers' comp committee, or something like that.
And, generally speaking, there's an on-line process for it where the person is approved. We then put in for the leave. The office manager would facilitate them getting the leave.
Once it's filled out, it would get sent somehow - I don't know exactly how - to the City, where they - where they will get the approval - where they will approve it, and then we also monitor, on our - on our quarterly reports that we keep and the City keeps, on the ABL usage, which talks about the amount used, who used it, and for what purposes.
Q Okay.
MR. RICHES: Everybody doing all right?
MS. NOBILE: Do you think this would be a

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good time for a --
MR. BIRRING: Yeah.
MS. NOBILE: -- five-minute break?
MR. BIRRING: I think it would --
A (The Witness) Yeah.
(Recess from 10:31 a.m. to 10:53 a.m.)
Q (Mr. Riches) So are you ready to get started again?
A (The Witness) I am.
Q Okay. All right. I would like to show you what has previously been marked Exhibit I believe 4.
A Okay.
Q And would you mind - do you recognize these reports?
A Yes.
Q And what are they?
A It's a report that the Fire Department produces and then gives to me, summarizing the ABL - ABL use for a particular period of time, according to their records.
Q Would you mind turning to Page COA19?
A 19?
Q Yeah.
A Okay. I'm there.
Q If you look under the Hours by Reason box, and there's a line for Association President? Do you see

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that?
A Yes, I do.
Q And it indicates that for the fourth quarter in 2017, 443 hours of ABL was used? Is that what - is the 443 a - a reflection of the number of ABL hours that were used?
A It - it appears to be. Yes.
Q And are these the only manner in which the hours are reported to the City, when you're using ABL as the Association President?
A Okay. Oh. The first page, 2012, Page 19, is actually 2017. I'm --
Q Um hum.
A -- sorry. It a little - threw through me for a loop for just a --
Q Yeah.
A -- second.
Q No. Yeah. Sorry.
It goes all the way from 2012 through --
A Oh. Oh, okay.
Q -- the --
A I didn't --
Q -- current.
A -- notice that.
I'm sorry. What was your question?

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Q So there's a - there's a line for Association President, which is you. Is that correct?
A Yes. Yes.
Q And it looks like 443 hours were used for ABL, in the fourth quarter of 2017.
Does the 443 capture the hours of ABL that you used, in the fourth quarter of 2017?
A If this number is accurate, it would. Yes.
Q Is this the number that is reported to the City on the time sheets that you mentioned earlier?
A It should be.
The time sheets for - are you talking about just the Association President line?
Q Um hum.
A It should be - this should be - this number should come from the time sheets. Yes.
Q Do you provide any other accounting as to how your hours are used, specifically in the fourth quarter of 2017?
A For the Association President, we only do that through the time sheet.
Q So --
A Yes.
Q -- you only report your hours, but not how the hours are used?

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A That's correct.
Q And is that true throughout this report, when hours reflect Association President?
A It is.
Now as - as I have testified on, previously, there are ways to reproduce some of that. There are meeting minutes, and notices that the Department sends off for different meetings. So you could reconstruct some of those hours.
But if you're asking do I, for the purpose of letting the City know, for this report, what I'm doing any particular day, the answer is no. It's only through the time sheet.
Q Okay. If you would look at - let's see. Let's get a good example here that's got more data.
If you could just stay on that same page, it also looks, under the same block, Hours by Reason, that there's specific categories of activities that are outlined.
A Yes.
Q And then they have units beside those activities.
Are those units, beside those activities, do they represent hours of Other Authorized Association Representatives using ABL?

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A Yes.
Q And is the - is the number of hours the specific activity that the Authorized Association Representative was performing, while using ABL?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) When they fill out the ABL request form, there are some choices, and if they're doing it - using it for that purpose, they would select that choice.
As you can see, Other Association Business Leave is another choice, and they can choose. That does not describe, in any great detail, of what they will be doing.
Q (Mr. Riches) But what does the Other Association Business category reflect?
A For the most part, without going through the forms and - and giving you a more accurate portrayal, I know the business of the Association pretty good.
Mostly - mostly that's going to be VPs going to station visits. Basically - and which takes it - a good deal of our time is going out and - and educating our members, and then soliciting feedback from our members on - on what they would like us to advocate for. So a great deal of time is spent doing that.

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That's the biggest thing that comes to mind.
Of course, there's some charity - there's some charities that we do that are kind of in the interests of the public, and the Fire Department, and the Association that we do. I think - I think some of those hours could - could be attributed to that.
There is - make sure that's not on there.
There's conferences. Oh, yes. It says Union conference. Excuse me. Conference meeting.
It's probably mostly outreach to the members, going out and - and visiting with them. (Witness nodded head up and down.)
I'm sure there's some other uses, but I'm kind of going blank right now.
Q No problem.
So as we sit here today, the uses of Other Association Business that you can recollect are outreach to members, and certain charitable activities?
A Yes.
Q Are there any others, that you can recall?
A I'm not doing a very good job of recollecting it right now.
So I - I don't - I think conferences are probably under Meeting Conferences, but if conferences are

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not underneath there, I could see it going under - under Other Activities.
There are things like the Honor Guard. I guess it's not really a charity, but the Honor Guard is a - it's very common for Fire Departments to have an Honor Guard to - to show respect to families during funerals, and other sort of things, to be part of ceremonies, and our Department is very frugal, the way they do that. So they don't - they will buy the uniforms, and they provide some time off to them, but we provide - we provide time off to them, also, and we also provide money to them.
So if - if there was a fire fatality in Houston, the City wouldn't pay for them to travel to Houston, and, in that particular case, we would - we - we have actually a - a - a budget of $5,000 a year that we can roll over whatever they don't use, so they can - they can fund that sort of travel.
So it is a - it is something that I - I believe that the City, the Department, and the Association strongly support, that the Association would fund through its - its dues money, and would also - many times, I believe - also fund through the use of ABL.
I don't think exclusively. I think sometimes the City does give what they call admin leave for that, but other times I know that ABL has been used.

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So things - things along in - with - in those - along those nature.
Q Who determines what Other Association Business is going to be for the Other Authorized Representatives using ABL?
A It's very similar to the process we talked about earlier, where if it's a recurring sort of thing, that they would ask, and they would put in for, and it would be approved. And if it was a new sort of program, then the Board would confer and decide whether it's a program the Association would support, and if it does, then we would - we would approve the leave.
And then, of course, the City ultimately has ultimate approval, based on the criteria of the contract and past practices, whether they approve it, also.
Q So if I understand it, correctly, then the - the AFA, either through you, as the AFA President, or the Executive Board, will, in the first instance, approve a particular activity as Other Association Business?
A Yes.
Q And then the City will review that as a secondary approval?
A Right.
Q Okay.

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A I - I think - I would imagine most of the denials you see - which are few, from the City, but there are a few denials - would probably fall in that category.
Q Most of the denials would fall in to what category?
A Other Business Leave --
Q Okay.
A -- as opposed to one of the categories that's listed in the contract.
Q Who determines where - well, actually, who supervises the activities of Other Authorized Association Representatives, when they're performing ABL?
A We - we try to, to the extent we can.
Many times - I'm at a lot of the meetings where ABL is used.
I also have a practice of assigning somebody from my Board to either chair or be a member of other committees that I am not a part of, so we'll have some sort of tie-back to the E Board.
We talk about - we have our own Code of Conduct, in a sense, that talk about people. We want to be responsible when we use it.
I'll give you an example. You know, for instance, if we come back from a conference late at night, let's say, and let's say we get back at 8:00 p.m. Well,

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we don't - I won't have somebody report to the station, because they're really tired. They probably wouldn't be of much value on the unit. It could be a - a safety issue. But the - by the next morning, they would get off at noon. Right? So why couldn't they come in in the morning and work?
So what I'd normally do, then, is say, "Okay. If you're not going to go in in the morning, then you need to go and do station business in the morning."
So we want to make sure that if we provide ABL leave, that they're actually using it to do the functions of the Association, and not just have free leave off to do whatever they want.
Q So --
A So --
Q -- if I understood you correctly, then the AFA will supervise the performance of ABL, when Other Authorized Representatives are performing ABL?
A To the extent we can. Yes.
We either do it through - through being there, firsthand, or we do it through how we communicate the leave should be used.
Q Who do Other Authorized Representatives report to, when they're using ABL?
A Well, just - I mean, like I said in my last

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statement, many times I will be at these functions.
So when you say report to, I'm not exactly sure what you mean by that, but they would - if we had a meeting, or we had an event, and they were on ABL, I would be there, they would be there, so I would be able to verify that they're there, and verifying that they're doing the activities they're supposed to be doing to support the Association, and its business.
If I'm not there, a lot of times I have the practice of assigning one of my VPs, from the Executive Board, to the function or - or committee that they're on, so we have another tie-back to - to their conduct, when they're on ABL.
If we're not there - like ATX Combat - Combat Challenge, they understand the premises that we - that we give it under, and they're there to represent us, and to perform the activity, and represent the - the Department and the Association, and - and bring credit to it.
If I hear otherwise, then we'll - well, then we'll question whether ABL should be used in the future.
But - so I - we - I think we monitor it carefully, to the extent we can, depending on the nature of it.

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Q And when you say "we," you mean the AFA.
A Yes.
Q Do you direct the activities of the Authorized Representatives while they're using ABL? And when I say you, I mean the AFA?
A Yeah.
And - and just to back up to my last question, I would add this other piece to it.
I mean, we direct those activities. We try to monitor those activities. But they are also employees of the City of Austin, so they are under the Code of Conduct, they're under all the regular policies that we have - which are pretty stringent.
The Austin Fire Department has a part of the Code of Conduct that says, "Not only will you not bring discredit, but you'll bring credit to the organization in what you do."
And so - and so they are subject to that, and if they were to violate any of those policies, they could be subject to discipline, even when they're on ABL.
I just want to be clear on that.
Q I understand.
A And I - and I'm sorry. I don't - I don't remember the question - last question you asked me.
Q You answered it. Thank you.

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A Okay.
Q Is there any other reporting that's provided to the City about how Other Association Business ABL hours are used, apart from what's reflected in the time sheets that's submitted to the City?
A Oh. Other than what's reflected in the time sheets?
Q Or the request sheets.
A The request sheet.
That's it. And I think if you - if you peruse the request sheets, you'll see that newer programs, sometimes people put a little more information in there, and then programs that are - been in existence for awhile, people are more apt to just put Other Leave, and - and - and get the time off. They - they put in less detail.
But yeah. That is the only place that I know of that you would have detail of what's happening during that event - during that particular authorized leave.
Q Okay. You indicated earlier that if a member wants to use ABL, they first must get approval from you, as the AFA President, and then the City second reviews it.
Do you know, after you have provided approval for ABL use, what percentage of requests are ultimately approved by the City?

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A It's a high --
MS. NOBILE: Objection --
A (The Witness) -- percentage.
MS. NOBILE: -- to the form.
You can answer.
A (The Witness) A high percentage are - are - I don't know a percentage, but it is a high percentage that get approved.
Q (Mr. Riches) Okay. All right. I would like to turn your attention to what is marked Exhibit 5.
A Okay. Well, this writing is getting even smaller.
Q I'm sorry. I'll try to do my best to explain it.
I want to direct your attention to - well, first, do you recognize what this - what this document is?
A I recognize the information in the document.
Q It - what - what do you recognize about the information in the document?
A It's a - it looks like information that comes off of a ABL request form, if I'm not mistaken.
Let me make sure. Let me look at this again. Maybe these items here.
I'm not sure what these item numbers are, 56 through 69. I'm not sure what that is.

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Q This was provided by the City of Austin as what you had indicated, which is information that's pulled from ABL request forms, and then they were put in to this spreadsheet?
A Yes. That's what it looks like.
Q Does that generally look accurate to you?
A I don't know if it's accurate, or not, but it does look like information that would come off of ABL request forms.
Q Okay. I want to ask you about a few of the specific entries, and see if you remember what they were for.
A Okay.
Q If you wouldn't mind turning to 867e, or Echo?
A E? Okay. Thank you. Okay.
Q There's an entry from February 3rd of 2018, and it's highlighted, in the version you have there. It was made by Thomas Madison, and it's for a monthly PAC Board meeting?
A Yes. I see that.
Q Do you know what that request is for?
A To attend a PAC Board meeting.
Q What is a PAC Board meeting?
A It's a Political Action Committee meeting.
Q And what happens at those meetings?

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A At a Political Action Committee meeting, we discuss issues, and - and sometimes candidates, and see what the Board is going to recommend that action should be taken on - either political issues, referendums, or candidates. (Witness nodded head up and down.)
Q So that's a meeting of the AFA to determine what political candidates or issues the AFA is going to support, in a given time frame, or oppose?
MS. NOBILE: Objection to the --
A (The Witness) It --
MS. NOBILE: -- form.
You can answer.
MR. BIRRING: The same objection.
A (The Witness) That could be an outcome of the meeting.
I mean, generally I would say we're just discussing issues about candidates, or issues of public concern.
Sometimes we're making decisions, but a lot of the meeting is just spent in discussion. (Witness nodded head up and down.)
Q (Mr. Riches) Okay. If you wouldn't mind turning to the next page, which is 867f?
There's an entry from December 2nd, 2017, also from Thomas Madison?

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A Um hum. I see that.
Q It identifies a PAC meeting.
I mean, is that - is that for the same type of meeting that you just described, the Political Action Committee of the AFA?
A It is.
Q If you wouldn't mind flipping to the very next page, which is 867g?
It looks like there's another entry from October 6th, 2017 at the bottom for a PAC Board meeting. Is that also for the same Political --
A For --
Q -- Action --
A -- October - October 6th, did you say?
Q That's correct.
A Oh, yeah. I see it.
Q The last --
A Yes.
Q -- one.
A Yes. That's at - it looks like that would also be for a PAC meeting. Yes.
Q There's several other entries, throughout this document, that reference PAC Board meeting.
If it references a PAC Board meeting, and a Local 975 meeting, would that refer to the same meeting

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that you described? A meeting of the Political Action Committee of the AFA?
A Yeah.
But let me - let me describe a little further, if I could. And I want to make sure, you know, we're clear.
We're not lobbying, in the meeting. We're not going out and meeting candidates. We're not going out and advocating for issues. It's at the AFA Hall, with the members of the PAC, discussing items of public concern, and some of those items could be referendums, policies, or candidates.
I just want to make sure we're - we're clear on that piece.
Q Who are members of the PAC?
A Members of the PAC are elected about every four years, so they are - they are members that are contributors to the PAC.
So we have - we have two PACs. One is a pension protection PAC where you don't have to be a member to give to it. Anybody can give to it. Even - even nonmembers can give to it, and some nonAFA members do give to it.
Our general PAC is - is - becomes our voting body for the PAC Board members.

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So our general PAC, you have to give at least two fifty - two dollars and fifty cents a pay period, so five dollars a month, and you become a member of the general PAC.
So every four years, the members of the general PAC would vote for who their - who their Board would be, and the Chair is appointed by the President.
Q And at the PAC meetings, this is where the members meet to discuss the positions that they're going to take on certain issues or political candidates.
A That's correct.
And because it's a committee, a lot of times those are recommendations that would go to the E Board.
Q And --
A So - so there's not a - an - an independent, necessarily, action of the PAC at E Board. There is - there - we do coordinate, to make sure that they're not saying one thing, and the - and the - and the E Board has a different position.
So there is a little bit of coordination there, too.
Q In the context of political candidates, then, does the PAC membership, or the does the E Board determine, for example, whether to support or oppose a

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particular political candidate?
A The PAC Board makes recommendations and allocates monies, and then the E Board would ratify that decision.
So the E Board doesn't - doesn't distribute monies, but it - it could say that - the PAC could say, "Candidate X we support," and the E Board could say, "We don't think you should support Candidate X." And then nothing happens.
But if there's a consensus between the two Boards, then - then the PAC recommendation is - is - goes forward.
Q Okay.
A If that - I hope that makes sense.
Q That makes sense.
We're going to turn back to Exhibit 5, but I'd like you to look at Exhibit 1 --
A Exhibit 3?
Q -- which is --
A Oh.
Q -- just the --
A Exhibit 1?
Q -- CBA.
A Yeah. Okay.
Back on ABL? Is that correct?

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Q That's correct.
A Okay.
Q There's a limitation that's specified in Section 1B2, and it's a few sentences in there.
It says, "Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee."
What does that mean?
A "Association Business Leave shall not be utilized for legislative and political activities that are not (sic.) sponsored or supported by the Association's Political Action Committee."
What I take that to mean is events, candidates, lobbying. You know, going out and - going out to a public place, or somebody's office, and advocating for a position or - or a candidate.
Q So the limitation that would apply, under your interpretation, is that ABL could not be used by other Association representatives for direct lobbying activities, which are supporting or opposing --
A Each --
Q -- legislation?
A Members other --
MS. NOBILE: Objection to --

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A (The Witness) -- than --
MS. NOBILE: -- the form.
A (The Witness) -- the - I'm sorry.
MS. NOBILE: Go ahead.
A (The Witness) Members other than the President? Yes. That would be my interpretation.
Q (Mr. Riches) And does that also apply to political activities, such as supporting or opposing candidates?
MS. NOBILE: Objection to the form.
You can answer.
MR. BIRRING: The same objection.
A (The Witness) We don't look at - we don't view what happens in a PAC meeting as a political activity, in the sense of what we're talking about within the CBA.
We look at that as discussing issues, deciding what positions to take.
There are decisions that are made, but there's no direct lobbying that goes on.
So if a contribution was approved, it wouldn't be delivered in that PAC meeting. It would be delivered on nonABL by a member later on.
Q (Mr. Riches) So your view of the limitation, in Article 10, is that that only applies to - to activities where you're directly supporting or opposing candidates

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for public office with financial assistance?
MR. BIRRING: Objection.
MS. NOBILE: Objection --
MR. BIRRING: Form.
MS. NOBILE: -- to the form.
A (The Witness) Would you say it one more time? I'm sorry.
Q (Mr. Riches) Why don't actually you just tell me what you think the specific limitations are, with respect to Article 10 and the prohibition?
A Okay. I believe that our - our interpretation is that we can meet, in the meeting, and we could use ABL to do that, and we could discuss positions, and we could even make decisions what we might do about some of those positions, but we don't act on those positions in that meeting.
We - we would do that outside of the meeting.
So if we were to tell a candidate that we were endorsing them, or we were to provide a check, or we were to provide other assistance, coordinated or uncoordinated, we wouldn't do that on ABL.
Q Okay. So if I could identify some of the specific activities that you kind of do on ABL, so you kind of directly support or oppose a legislative proposal?

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Is that correct?
A On - you're saying on ABL?
Q Right.
A We wouldn't communicate our decisions, unless we were not on ABL.
So we may discuss it in the meeting - at the PAC meeting, but we wouldn't call the person up. We wouldn't, on ABL, go to their office and deliver a check, or - or go to another - a coffee shop and - and - and talk about, you know, "what we'd like to see in you as a candidate," or what - or see if we can reach common - common ground on issues. That would be on - on nonABL time.
Q Would you, on ABL time, for example, go door-to-door and express your support or opposition to political --
A Absolutely --
Q -- candidates?
A -- not. Yeah. Absolutely not.
Q Would you, on ABL, prepare endorsements, or letters of endorsement or opposition that the AFA would then approve?
A I may do that, you know. I might - I might prepare a letter like that when I am on ABL, you could say.

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Of course you could also say that because I'm working so many extra hours a week, that it - you could look at it a little differently.

But a member from my - I can't think of any time where a member from my PAC created a meeting - created a - a - a notification or a letter at a meeting.

Q Okay. All right. Turning back to Exhibit 5.

A Exhibit 5?

Q Yeah. Which is the report here.

A Okay.

Q Would you mind looking at the first page, which is 867a?

A Okay.

Q There's three separate entries, all from July 1st, 2018, that reference an ATX Combat Challenge Team?

A Yes.

Q Do you know what those are for?

A Let me read through it real quick.

You're talking about the first two highlighted items?

Q There's three highlighted items.

A Okay.

Q Yeah.

A Oh, yeah. There sure are. I'm sorry.

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Yeah. These are - these three individuals are members of the ATX Combat Challenge Team.

We - they have came to us and asked if we could support their - their activity as a - as an Association function, which we agreed to do, and many Departments across the nation provide full funding, and support, and time off through the Department leave and monies for that sort of functions, and the Austin Fire Department and the City of Austin - the City of Austin does not.

And so for them to compete, they need to have another way to do it, and so they - they spend most of their time preparing on their own time, but when an event occurs, you have to figure out a way to be off for that event.

And the way it works, with the City of Austin, is we try to - this is probably going way in more detail than you want - but there's so many vacation slots for a battalion, and so even if you wanted to use your own time, but those vacation slots are filled, you can't. So ABL kind of trumps that and - and - and kind of goes over that rule.

So if they come to me and say, "Hey. For Colorado Springs" - or whatever. Colorado, whatever the City is - "we have this event on Day X, and we would like

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to attend," that's something that my Board has - has - has conferred on. We - we support. We actually have a payroll deduction item on our dues checkoff for that particular 501(c)(3) they created, and - and so - but then we would - we authorized the leave.

And this is our fairly new thing we've been doing. I think we've been doing it for about two years, now. I - I - I don't know, for sure. It might have been a little longer than that, but we support - we supported them with ABL leave, and a year or two ago we put them on our deduction forms. So we support them through that.

And then this year, I have a proposal, in the next budget, to allocate a thousand dollars a year to help them with their travel expenses some.

So similar to what we did with the Honor Guard. We have a $5,000 budget. We're trying to increase a budget to them so they - they can be supported, in some way.

Q When you say ABL - when you say the City has put in place caps on the amount of vacation leave that can be taken by fire fighters, why does the City do that?

MS. NOBILE: Object to --

A (The Witness) What --

MS. NOBILE: -- the form.

MR. BIRRING: The same --

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MS. NOBILE: You can --

MR. BIRRING: -- objection.

MS. NOBILE: -- answer.

A (The Witness) What the City tries to do is they try to even out the use, throughout the year, so they can normalize their expenses.

So if you had everybody taking off vacation on one shift, you couldn't even staff the City, you know, because everybody would be off that one shift.

So - and - and a little bit less extreme example, if a hundred people wanted to take off one shift, then you would have - then it would - it would trigger a - a higher use of overtime to try to cover the positions.

So what the City tries to do, to the extent it can, is we have a - picks at the beginning of the year on our vacation leave --

(The Reporter asked for a repeat of the last part of the answer.)

A (The Witness) We have picks, at the beginning of the year, on our vacation leave, where, based on seniority, you start - you start capturing these different slots you want throughout the year. And once a certain slot for a day fills up, well, then, nobody else can - can put anything in that slot.

And then you have - they might take a less

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desirable slot, or your second choice, or whatever.
It's a mechanism to make sure staffing is - can be done efficiently, but it's also a mechanism to make sure overtime is only paid, when necessary.
Q (Mr. Riches) Is it, to your understanding, then, necessary, or is the City required to pay overtime if a - a particular - a particular unit is not staffed fully?
MS. NOBILE: Objection to form.
You can answer.
A (The Witness) For you - people that are assigned to staff units, that wouldn't be a - a requirement. It would probably be up to the Section Supervisor, depending on what was going on that day.
But for what we call Operations fire fighters, there is a constant staffing of four people per - per unit, and so if there's enough people off, it would - it would trigger a need for overtime for - for - for the units that are below that level. And then we have an overtime sign-up list that would be utilized to fill those position.
Q (Mr. Riches) Now does overtime - what is the cost to the City of overtime? Do they have to pay more than they would a regular employee's hourly rate?
MS. NOBILE: Objection to --

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MR. BIRRING: Objection.
MS. NOBILE: -- the form.
MR. BIRRING: Form.
MS. NOBILE: You can answer.
A (The Witness) Yeah. It's the cost - it's kind of the cost of doing business.
I mean, you - there's - it's - it's not possible to get everybody perfectly fitted in the positions to have - have a hundred percent utility, so it's somewhat the cost of doing business.
But to answer your question, more specifically, yes.
When you have to pay overtime, you're paying the person's, you know, regular benefits and salary, but then you're also paying one and a half times the regular rate, as calculated through federal law.
Q (Mr. Riches) Okay. You indicated - going back to Exhibit 5 - that this ATX Combat Challenge was a separate 501(c)(3).
Is it a charitable activity? Do you know what their purpose is?
A Their purpose is to promote, to be able to compete, to be able to, you know, promote the goodwill of the Department and the Association, and to meet with other people, across the nation, and learn, and - and exchange

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information.
And I think they - you know, I say they're a 501(c)(3), and I believe they are, but now that you ask that question, I'm not a hundred percent sure. I think they would have to be to be on our deduction form, but I would have to check on that further.
But if they were, what they would - what they would be doing is they would be - they would - they would probably be trying to establish a - a nonprofit status for - for public good.
So I'm - I'm - now that you mention that, I'm not exactly sure they are.
I do know our SPOTA (ph.), our relief and outreach fund, and - and some of the other organizations we have are 501(c)(3)s. I'm not a hundred percent sure they are, now that you mention that.
Q Do you know what the mission of the ATX Combat Challenge Team is?
A It's to promote - promote goodwill for the Fire Department, and, in this case, the Association to compete nationally, and to exchange information on fire fighting, other activities, with the members of the other teams.
Q Do you know where the proceeds of contributions to the ATX Combat Challenge Team go to?
A They go - well, they don't have a lot of

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contributions. We - you know, our members do voluntarily give to them.
I believe they probably fund a lot of their own activities.
But they go towards - my understanding - and they go towards travel, and hotel, and things like that.
And what we do is - and we do this for E Board members, as well as anybody who contribute to like the Honor Guard. We always have them bring back receipts.
So we don't just write a check for a thousand dollars and say, you know, "Go on this event." We - we always have them bring back receipts, totaling at least what we're giving you, or more, so we have some accountability.
Q And then the AFA reimburses the costs of travel, and other expenses, for --
A Up to --
Q -- members?
A -- a - up to a budget amount.
Q Does that come out of the AFA's general fund?
A I'm sorry?
Q Does that reimbursement come out of the AFA's general funds?
A It does. It comes out of dues money.

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Q And then the ABL is the time spent competing in the Combat Challenge.
A Yes.
And I'm not sure if - I don't know if they turn in ABL for every bit of it, or they augment it, to some degree.
What I did for Combat Challenge, if I remember - and I think this is the first year I did it - I kind of gave them a budget of $300.
And so I said, you know, "You've - you've got to work within that budget." And I think they were pretty close to - to hitting that number this year.
Q I'd like to turn your attention to a few additional entries in this --
A Okay.
Q -- Exhibit 5.
On Page b, 867b, or Bravo, there's an entry from June 14th, 2018?
A June 14th.
Q It's the second one, highlighted, and it's - the purpose of the request says --
A What --
Q -- Fishing Tournament?
A Is it d, did you say?
Q Oh. B, as in Bravo.

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A Oh, okay. Sorry. Okay.
Q There's an entry from June 14th, 2018, and the purpose of the request says Fishing Tournament Setup?
A Yes.
Q Do you know what that request is for?
A Yes.
It's for our annual fishing tournament. It's the biggest fundraiser, or relief and outreach fund.
Q What does - what does it - what does that mean?
A It's a - what is an - what is an outreach fund, or what is the - what is the tournament?
Q What is the fishing tournament, and then --
A Okay. Everything, huh?
Q Yeah.
A So the fishing tournament is - we have a member who has run this fishing tournament for many years - over twenty years - and it's in Port Aransas, and it's a two-day event, and it's gotten bigger and bigger every year.
And all the proceeds, all the profits - or whatever you want to call that - of the - of the tournament go to our relief and outreach fund. And this individual writes a check somewhere in the neighborhood of between twenty and forty thousand dollars a year to our our relief and outreach fund.

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And so that's our biggest fundraiser of the year.
And so what we do, is we support - and - and - and I do - do know this one, that - that we do not give all the time necessary to run the tournament. We do augment some time. And they - it's changed a little bit, over the years, and I can't remember the exact rule right now, but we do - we do contribute some ABL to - to have the tournament completed.
And just - and just to be clear, they're not fishing. These folks are not - that we give ABL to are not fishing. They're actually running the tournament. They're - they're - they're doing activities that conduct the fundraiser so other people can go and - and fish, and then money can be collected to - to help fund our relief and outreach found.
Q I understand.
So the proceeds from the fishing tournament go to the AFA's relief and outreach fund?
A Well, it's actually a separate 501(c)(3). We certainly have a strong connection to it.
Because I'm on the Board, by virtue of my position, I appoint four of the nine Board members, but it's not actually an entity that's - that's under the Austin Fire Fighter Association. But it is strongly -

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closely connected.
Q What are the activities of the relief and outreach fund?
A What's the purpose?
Q Yeah.
A Relief and outreach fund was set up right at 9-11 to collect money for the surviving families of 9-11 fatality - fire fighter fatalities.
What we realized - and this was before my time, but - so I'm going from history, as it's been told me - we didn't have a 501(c)(3). We had collected over a hundred thousand dollars, and we didn't really have a right way to do it. So they quickly formed a 501(c)(3) so they could be legal, and doing everything the right way, and have it, you know, a nonprofit.
And so it actually started, at that point.
What it turned into from there, through the Board - some Board decisions, before I came on, is it became a relief and outreach fund for citizens that - so particularly around the Austin area that suffer from floods or natural disasters, like fires. Fires or natural disasters.
It also supports Austin fire fighters, area fight fighters, and even Statewide fire fighters.
More recently, we added a cancer component

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to it.
We have a golf tournament we're doing now at Onion Creek. We're raising about the same amount of money, around fifteen to thirty thousand dollars a year, and that is dedicated just to fire fighter cancer help.
We had a fire fighter with brain cancer who was supposed to die - and that's how we started that thing - and - and we - he realized, with our insurance, there were certain tests he would like to have, but couldn't get through his insurance, so we ran this fundraiser for him through the relief and outreach fund.
Turned into a - another piece for our relief and outreach fund, this cancer component.
(The Reporter asked for a repeat of the last part of the Witness' answer.)
A (The Witness) It - it turned into a - another part of the fund that was related exclusively to - to funding cancer - cancer medical expenses, primarily.
And he's cancer free now. And so he was able to do extra testing and treatments that he wasn't able to do under regular insurance.
I'm not sure you're aware, but fire fighting, it's becoming an emerging fact that we have a higher instance of cancer, so this is how we were able - able to respond to some of those new studies and facts.

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I think there's a lot of mutual benefit between the Association and the City, in general, and our evidence - as evidenced by management acknowledging the cancer risk, and also participating in these fundraisers.
Q (Mr. Riches) And so I understand it correctly, then, the relief and outreach fund is a separate entity from the AFA. Is that correct?
A I would say as a legal entity, yes, but because the Constitution has me in the Board by virtue of my position, that we share a lot of icons and signage, you know, where our logo - logo will show up with theirs, and the fact that I appoint four of the nine members, that there is a strong connection. But if you - if you look it up, legally, it is a separate entity. Yes.
Q And then the purpose of the relief and outreach fund, today, is to provide financial relief to citizens or fire fighters that have been struck by tragedy or illness? Is that correct?
A Yes. And then - that is correct.
And then from fire fighters, we - we might expand that to - to - to even further.
For instance, we - because our - our fund became better funded than it had in - in previous years, we started opening up to other areas, like - for instance, there was a fire fighter who was coming over a hill late

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at night with his wife, and - and had a really bad accident. Somebody - somebody dropped their trailer, and when they got over the hill, they hit this trailer, and flipped their car, and hurt himself, and hurt his wife, and he was off duty for awhile.
We gave him funds to - and fire fighters came by his house and built a ramp, so while, during his recovery time, he could get in and out of his house easier.
So it has - has expanded, from its original mission, as we have received more funds in - in the fund.
But it is - but it - it generally is an expansion of helping public safety and fire fighters.
Q You mentioned a golf tournament, as well.
If you wouldn't mind flipping to COA867h?
A H. Okay.
Q Yes.
There is two entries there, one from September 17th, 2017, and one from September 12th, 2017, that both reference - both reference a golf tournament?
A Yes.
Q Was that the fundraising golf tournament you were referring to?
A Yes.

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And again - again, I want to be clear there that these two members are both members of my E Board. They weren't playing in the golf tournament. They were working the golf tournament.
Q They were working as support for the fundraising activities of the golf tournament?
A That is correct.
Q Okay. There's a - so for the fishing tournament, and the golf tournament, and the - the fire fighter combat challenge, would all of those categories of ABL fall in to Other Association Business, that's captured in the time - timekeeping system in Exhibit 4?
A I think they would be, and I think they should be. Yes.
Q Okay. One other entry is at 867u, or Uniform?
A I'm sorry. What's - what page?
Q U, or Uniform?
A Oh. U. Okay.
Q There's four separate entries for January 16th, 2016 that reference a Battle of the Badges charity event. Do you recognize what those are for?
A Yes.
There was a combined charity with the Sheriff's office, police, our Fire Department, and other local Fire Departments. I don't remember what the - who

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the benefactor of this was, now.
But it was a - a charity that - that we supported, and the four people listed - I know at least three of those were boxers. I believe they all were, but I'm not positive. And they were participating in the event.
So it was kind of an event where police versus fire in a boxing ring to raise money for charities.
Q Who won?
A The Fire Department did, of course.
Q I see.
What charities did those events raise money for?
A I don't recall, because it was mostly done by the Sheriff's office. They were the ones that were the kind of facilitators of it.
I remember having discussions with our Board and deciding to support it, but I don't recall what the - what the charity - what the charity was. I don't. I'm sorry.
Q That's okay.
When the AFA - through its Executive Board, or through you, as the President - makes a decision to support some of these charitable activities, is that - is it only the AFA that is making that decision?

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A Was it the - only the AFA deciding whether the AFA should support a charitable activity?
Q Let me - let me phrase it a different way.
When you - when you receive a request for ABL to engage in a charitable activity, such as some of those that we discussed, do you determine whether or not to approve that request?
A I mean, as a matter of practice, that's not how it normally happens, where we see a request and we decide to support it.
Q Um hum.
A What normally happens is we discuss the event, decide whether we're going to support it, and then when people need to attend, they would ask us for ABL, and then we would approve it, if it was appropriate.
Q And when you say "we discuss the event", who are you referring to?
A The - the AFA Board.
Q Okay. And so the AFA Board will make a determination as to whether or not to support certain charitable events?
A That's correct.
Q And then the AFA Board will determine that ABL will be permitted to be used for that event?
A Well, just like I said before, on something new,

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there's more discussion.
But - but it - I don't want it - I don't want to give you the impression that when somebody - when - when this - when this boxing event first happened, that the - the - these four individuals wrote the Board and asked for permission. That - that's not what happened.
We talked about the event. We decided it was an event we would support, as an organization, and then when - then when we got requests in - because I have - because now I know it's a supported activity of the Board - then I would approve the request.
So I just want to make - make sure I'm being accurate.
Q I understand.
Did the City - does the City have any input in to the deliberations of the AFA Board, when you're deciding whether or not to support a particular charitable event?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) They don't have any say on what we support or don't support, but they do have some say on whether ABL is approved or not.
Q (Mr. Riches) Okay. If you wouldn't mind

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briefly looking back at Exhibit 4?
A Exhibit 4. Okay.
Q And if you could turn to COA19?
A Okay.
Q You had mentioned, previously, that the Other Authorized Association Representatives report their hours, based on the category of activity that they're completing, and those categories are - are those - are those categories identified in the Hours by Reason section?
A Yes.
Q For addressing cadet classes, is that a recruitment activity for the AFA?
A It is.
Q For bargaining, does that refer to collective bargaining?
A Yes.
Q And is the AFA negotiating with the City, during the collective bargaining process?
A I think that's when that category is almost exclusively used.
I guess it could be used - well, I guess - no.
I guess that's where it would be exclusively used. Anything else would probably go under - well. Hmmm.

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I'm trying to think if we had an arbitration, or we were trying to adjust a grievance on the - on contract, but I - no.

I think - I think bargaining would be exclusively for bargaining, and not for adjusting grievances.

Q So that would --

A Yeah. I think that would be for bargaining.

Q So that would refer to collective bargaining with the City of Austin?

A Yes. I believe so.

Q And the AFA members utilizing ABL would be negotiating, or otherwise participating on behalf of the AFA, during those negotiations?

A Yes.

Q For the dispute resolution proceedings, does that refer - what does that refer to?

A Huh. Well, I don't know. I've never really thought about this category that much, honestly.

I guess it could include - so you have the grievance committee - which isn't actually working on grievances and trying to resolve them.

So I guess that category could include items that you're trying to resolve. That could be a grievance, in nature, maybe even an investigation of a

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policy violation.

I - I never really put much thought in that category. I'm sorry.

Q That's okay.

On grievance committee, do you know what that refers to?

A Grievance committee, it refers to a committee that's delineated in our contract to review grievances that were received, to decide whether they have merit.

And it's - it's kind of a - a little bit of an outdated term, because we don't have that many grievances that are contractual, in nature. So rather than impaneling a separate group of people to be a grievance committee, I have kind of designated that the E Board will be the grievance committee, because we are a - a lot more knowledgeable, because we go out and advocate with people of what - what the issues are.

And so you probably won't see many in that - in that category, because we don't really impanel a grievance committee, other than the E Board is the grievance committee.

Q And that grievance committee is - do they receive grievances from AFA members - against whom do they receive the grievance against?

A They - they - well, a grievance, a - a - is

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contractual, so they would - if a member looked at the contract and thought that something was violated in the contract, then they would usually e-mail us, or they'll call us and we'll ask them to e-mail their - or articulate their complaint in writing. And then the - then that complaint would - would go through - we have a certain amount of timeline, based on the contract, with some steps in the grievance process.

So if we have a meeting coming up, we'd probably wait for the meeting, and make some sort of determination.

If we didn't have a meeting coming up very soon, we would probably e-mail the issue to all the members of the E Board, and then have a conference call, or some sort of other - you know, sometimes we do a on-line discussion Board, that's protected, to discuss, and then we make some sort of decision on what should - we should do with it.

Q And what would the - what would - what would the decision be? What's the options for the range of decisions that could be --

A Oh --

Q -- made in a grievance?

A -- the options?

So the grievance procedure is in the

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contract, and what you're supposed to do, is you receive a grievance. I believe within three days, you send it to the Fire Chief - even if you haven't had a chance to determine the validity of it, so she's at least aware that it has occurred.

We're supposed to start a process of informal resolution. So trying to reach out and see if we can, you know, agree that something needs to be done to solve this grievance before it comes forward formal - formally.

And, quite frankly, a lot of times we're able to do that.

At the meeting I talked about earlier, where we met about overtime, a few Mondays ago, we worked out all the issues that could have gone to a grievance, if we didn't work it out informally.

If we can't work it out informally, then there's a certain amount of days, under the contract, we have to file a formal grievance.

And so now that I have laid the context out, to answer your question, it could be anything from they resolve it informally; we decide it's not a contract violation, at all, so we're not going to do anything with it, and we inform the member why.

It could be that we - there's another type

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of grievance. The City does call that policy grievance. We could direct them that route, if it's not a contract grievance.

Or we could actually file a formal grievance with the City to start the arbitration process.

Q If the grievance committee, or the Executive Board of the AFA determines that a formal grievance does exist and you file a grievance with the City, do you then provide representation for the fire fighter who made the original grievance with the AFA?

A If they request it. Yes. (Witness nodded head up and down.)

Q And then in that situation, the AFA would be representing that fire fighter through the grievance process with the City?

A Yes.

Q And then the last category is Union conference meetings. What are those?

A Oh, I mean, what I think that means is meetings or conferences.

So a meeting I would think would be like we have our E Board meeting, or general membership meeting, where our - where our E Board members need to attend.

A conference would be - I guess the most classic example is we are - we are affiliated with the

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International Association of Fire Fighters, and every two years, they have a national conference.

And in those national conferences, people bring forward motions, and changes to the Constitution, and basically business is conducted.

And so we are a fairly large local, so we would - and - well, I think we have six representatives underneath their Bylaws.

So we would attend that conference. We would attend preconferences to discuss and caucus about the events and business that's going to come up in the national convention. We participate on the floor and debate on these items, and ultimately vote, and that determines the - that - that determines basically the business and - and what the - directs the International Association of Fire Fighter (ph.) what they'll be doing in the future.

So that would be an example of what that category would be used for.

And so this year, we had our conference, so you might see that number a little higher for that quarter than normally would be.

Q So the meetings, that refers to internal AFA meetings? Is that correct?

A It could be internal AFA meetings, or it could

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be some sort of joint committee meeting with management.

Q Okay. And the conferences refers to IAFF conferences?

A It could be other conferences.

Like, for instance, I attended - we've had a lot of issues with - and I'm trying to understand the issues better - on females in the fire service, and the culture, and how we can make it more inclusive.

So I went to an HR committee meeting this year, and I formed a H- - a Human Relations committee within AFA to try to understand these issues better. We - we sent five or six members of that committee, in January. And then there's a - but that is an IFF - IAFF event.

But then there's another event called I-Women, which is a - not associated with any national group, but they are - they just advocate for female fire fighter issues.

I attended that conference. I attended all the work sessions on that, again, trying to - and - and - actually, the Department supported the rest of the members that went to that, with time off and travel. But - but I - I, myself, went on ABL and through dues money for my travel, again to try to understand those issues better.

So it wouldn't be just for IAFF events. It could be for any event that's within the general purpose,

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and adds value to what we try to accomplish, as an Association.

Q Is AFA a member of the IAFF?

A It is.

Q As the AFA President, do you have a duty to advance the interests of AFA members?

A Do I have what?

Q Do you have a duty to advance the interest of AFA members?

A I have a duty to - I - I feel that my duty is to try to advocate for the will of the membership.

I think the will of the membership has a tremendous amount of overlap with the public interest, and what's - and what's best - best for citizens, and for their safety, and - and - and emergency services, so that's honestly why I'm President.

I wouldn't just advocate for bread and butter wages and benefit issues. I believe when you conduct an Association like we do, there's a lot of overlap between what is in - in the interests of the members, and the interest of the public good.

So - so yes, but I think the way I run it, and the way fire fighters like me to run it, expands beyond just their own self-interest.

Q Does the AFA have any Bylaws that describe what

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your role, as AFA President, is, and - and what your duties are?
A It does.
Q Do those bylaws - or do any other documents place any fiduciary obligations on you, as the AFA President, to represent AFA members?
MS. NOBILE: Objection --
A (The Witness) It does.
MS. NOBILE: -- to the form.
Q (Mr. Riches) And what do - what sort of fiduciary duties do those documents place on you?
A (The Witness) I am responsible, along with my secretary and - and - and Board.
So - so let me back up.
When I became President, we redid our Constitution and Bylaws, to some - to a great degree, and we're still going through that process to try to make things more transparent and give job duties for the different officer positions.
So I wrote a list of job duties for the President, for the Secretary/Treasurer, and for the VPs. These go through - these are proposals that go through a process where they are put in front of the membership where they debate them, and then they vote on them.
And so for most constitutional provisions,

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there has to be a two-thirds majority of the members voting to - to - to - to approve those provisions.
So yes. I - I wrote some fairly extensive requirements on myself, and my Secretary/Treasurer, and my E Board that made us responsible for the - the financial dealings of the Association.
Q You indicated, when we - earlier, that a Battalion Chief normally reports to a Division Chief, who reports to an Assistant Chief, who reports to the Chief of Staff, who reports to the Fire Chief. Did I characterize that correctly?
A That's - it's not always that way, but it's normally that way. Yes.
Sometimes a - a Battalion Chief may - may report directly to a - to an Assistant Chief.
Q Who do you report to?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) I report to - as a practical matter - I think I answered this earlier - the Chief of Staff, but I - but I think, technically, I would report to the Fire Chief.
Q (Mr. Riches) Okay. Do you know if the City of Austin has policies governing the use of release time by fire fighter - of - I'm sorry.

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Do you know if the City of Austin has policies governing the use of overtime by fire fighters?
A Yes.
Q Is there mandatory overtime, in certain circumstances, where fire fighters - or where the City must provide overtime?
A It's very rare, but - but there is a provision where we have to have mandatory overtime. Yes.
Q Are fire fighters traditionally able to work beyond their regular tour of duty or scheduled hours, without taking overtime?
MS. NOBILE: Objection to the --
MR. BIRRING: Objection.
MS. NOBILE: -- form.
MR. BIRRING: Form.
A (The Witness) Can they work - say that one more time. I'm sorry.
Q (Mr. Riches) Can a fire fighter work beyond his or her - her traditional tour of duty without taking overtime?
MS. NOBILE: The same objection.
MR. BIRRING: Objection. Form.
A (The Witness) Yes. They could.
Q (Mr. Riches) And what happens, in that circumstance?

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A We have, within the fire service, trades are legal and supported by our policies, so you could - you could work your - if you're on A shift, you could work A shift, and you could - your trading buddy could be on B shift, and you decide to work that shift for him in exchange for, in a future date, he works a shift for you.
So that would be an example where you would be working beyond your regular duty and not being paid overtime.
Q Is there any other example where, if you worked beyond your regular duty, you wouldn't be paid overtime?
A Yes.
Also if you have nonproductive leave, within a - within a - a certain pay cycle, then some of your time, above your regular time, would be paid at straight time - depending on how much nonproductive leave you have in that cycle.
Q Any other examples?
A Oh, there may be, but those are the ones that come to mind right now.
Q In most cases - in - in cases not - that you didn't just articulate - if a fire fighter works beyond his or her regular tour of - tour of duty, do they typically receive overtime?
MS. NOBILE: Objection to the form.

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You can answer.
A (The Witness) If they want to work over their typical tour of duty, do they receive overtime.
Just to make sure I understand the question, if they - if there is overtime available, and they want to work overtime, we have a sign- - overtime sign-up sheet, and that would indicate their - their desire.
If they were to go on the sign-up sheet, and they were selected - and we are very conservative, the way we do it in Austin. We select them based on the hourly rate, not on how much overtime the person received, over the last couple of weeks, but based on the lowest hourly rate - then they would be selected.
So yeah. If somebody declares that they want overtime, they would sign up on the overtime sign-up list, and if they hire enough down the list, based on the sort of their lowest hourly rate, then they'd be selected.
I don't think that's the question you asked me, though, so I'm sorry.
Q (Mr. Riches) Can a fire fighter work beyond his or her regular tour of duty and not receive overtime?
A Yes.
MS. NOBILE: Objection to the form.
MR. BIRRING: Objection. Form.

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Q (Mr. Riches) Can a - can a fire fighter do so in any circumstance, apart from the two that you previously identified?
MS. NOBILE: Objection --
A (The Witness) Those are the --
MS. NOBILE: -- to --
MR. BIRRING: Objection.
MS. NOBILE: -- the form.
MR. BIRRING: Form.
A (The Witness) Those are the two I recall. There could be others, but those two examples, they would not receive overtime.
Q (Mr. Riches) Okay. Do you - a followup on that.
Whether or not a fire fighter receives overtime, do they get compensated for any hours they work, beyond their regular tour of duty?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) I feel like I'm not understanding your line of questioning. I'm sorry.
I'm trying to - that's why I'm pausing. I - it seems like I'm missing something here.
Can you say it one more time?
Q (Mr. Riches) If a fire fighter works, beyond

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his or her regular tour of duty --
A (The Witness) Um hum.
Q -- are they compensated by the City for doing so?
MS. NOBILE: Objection to the form.
You can --
MR. BIRRING: Objection.
MS. NOBILE: -- answer.
MR. BIRRING: Form.
A (The Witness) If a fire fighter is working beyond their regular tour of duty, are they compensated.
Well, I gave a couple of examples where they're not.
And they're not always paid overtime. It depends on how much productive - nonproductive leave they have in that cycle.
I can't - I mean, generally, they're compensated if they work beyond their regular duty. Yes. There are some exceptions. There are some exceptions.
Q (Mr. Riches) Have you ever requested to be put back at the Fire Department Operations Department, rather than remain on full-time release?
A Yes.
Q Why did you make that request?
A I really enjoyed being an Operations fire

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fighter. It's - it's really - I identify with that work more than I do as being a Union President. Quite frankly, I've - I've grown to love the service, the fire service, and what I did.
I think even, in terms of my duty as President, I think it's important I have a connection to the fire fighters I serve. And as much as you try to maintain that connection, when you're sitting in an office and kind of surrounded by everything that's not fire fighting, it's - it's hard to - to relate.
So I thought that it could do a couple of things: It could - it could help me maintain these perishable skills of being an incident commander, which I think need to be exercised, occasionally, to have competence in that.
It could save the City some money, because the times that I am on duty doing that, instead of being on ABL leave, I would be displacing somebody that would be getting overtime. So it actually would save the City some money, and I would be getting paid for doing what - what I was - what traditionally was being paid for.
It seems like I had a third reason, but I think that might be it. So --. Let me think.
Yeah. Save money, keeping a connection, and - and kind of preserving the perishable skills, were

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the three reasons.
Q When did you make that request?
A I made the request right off the bat.
So when I first became President, the previous Fire Chief had this initiative she started, and brought in members from the IFC - which is International Association of Fire Chiefs - and the IAFF to go through a - what they call Labor Management Initiative.
And so it was a retreat of several days where my Board, and the AD - AFD command staff got together to build relationships, and try to set a - a tone and a - a direction going forward where we could be - work together more harmoniously.
And in that meeting, I asked - and they were - they were going through some talks. I had just made President, or I was going to, soon, and they were going through talks about moving me back to, you know, full-time President - which I had never been before. I was - had always been a Battalion Chief.
And so in that meeting, I brought up that point, that I really would like to have a little more flexibility. I would like to be able to stay in Operations, and just have time off when I need it. And I think I estimated - I don't know if it was then or later on - but I might need a shift a week.

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So generally, on the average, you worked about two and a half shifts a week in your - in your shift assignment.
What I was suggesting is I could work a shift and a half in my shift assignment, displacing any sort of the overtime that could occur because I was off, and only take a shift off to do my Association duties.
And I brought it up then. It was denied.
And then I brought it up one or two - I - I don't know the exact number, but several bargaining cycles I brought it up. I don't think I brought it up in 2017. I think I gave up, at that point, but I had brought it up several times, and every single time I brought it up, it was not only "No," but "Hell, no. We're not going to - we're not going to entertain that."
Q Do you remember a FoxNews report from 2015 about this topic of being requested to return part-time to the Operations Department?
A Do I remember what?
Q Do you remember FoxNews covering this issue where you had requested to be returned to the Operations Department?
A Yes.
Q I'm going to ask that the Court Reporter mark --. (Indicating)

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(Exhibit Number 7 marked.)
Q (Mr. Riches) All right. All right. I've handed you what's been marked as Exhibit 7. Do you recognize that?
A (The Witness) I do.
Q And what is it?
A It's an article written by I think an author or a writer from The Daily Caller that interviewed me on this subject.
Q Okay. The article indicates that - it quotes you as saying, "I've been fighting to be put back to work at a Fire Department. The Chief wouldn't allow it. How much they have fought against me was crazy."
Is that an accurate quote?
A Yes.
Q And --
MS. NOBILE: Just - his copy has a bunch of highlights in it --
A (The Witness) Oh.
MS. NOBILE: -- and I just wanted to make sure you had given him the right --
MR. RICHES: Oh. Let me see.
(Document handed.)
MR. RICHES: It doesn't really matter --
MS. NOBILE: And I --

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MR. RICHES: -- but --
MS. NOBILE: -- apologize. I wanted to make --
MR. RICHES: Yeah.
MS. NOBILE: -- sure we weren't using --
MR. RICHES: Do you mind if I mark - well, it doesn't matter.
MS. NOBILE: Okay. That's fine. I just wanted to make sure you knew.
A (The Witness) I've found the highlights helpful.
Q (Mr. Riches) Yeah. That's why I put them in there.
A Yeah.
MS. NOBILE: Yeah.
Q (Mr. Riches) The article then indicates that you believed, then, that you could handle Union business and your duties as the AFA President with one weekly shift, and spend the rest of your time doing traditional fire fighter duties?
A (The Witness) Yeah. I do remember that. In fact. I think I just said that to you. Something very similar to that.
Q It - was that your belief, when you said that, back in August of 2015?

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A Was that what?
Q Is that what you - was that an accurate portrayal of your belief, in August --
A Yes.
Q -- of 2015?
A Yes, it was.
Q Is that still your belief today?
A Yes.
I think - I think - it is my belief.
I mean, there's so many things to do, in my job, you can always expand in other areas to fill your time.
But I still believe that it would be important to reconnect and - for the exact same reason I said. I think we can save the citizens a little bit of money. I think we could - I could reconnect my important skills that are important to me to maintain, if nothing else. And I think it's - I think it's - I think it is the right thing to do, you know.
I think it's - I think it's - I think what I do is important, but I also think trying to be as frugal as you can be is important, also.
Q And who, at the City, denied your request to --
A Chief Kerr. She was the Fire Chief, at the time.

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Q Okay. All right. Just a few more short areas.
If you wouldn't mind turning back to Article 10 of Exhibit 1, which is the Collective Bargaining Agreement?
A Article 10 --
Q You're getting --
A -- of Exhibit --
Q -- buried --
A -- 1?
Q -- here.
A Oh, okay.
MS. NOBILE: Could we take a really quick - a really quick rest room break?
MR. RICHES: Sure.
MS. NOBILE: Okay. Great.
(Recess from 12:05 p.m. to 12:25 p.m.)
Q (Mr. Riches) Are you doing all right, Mr. --
A (The Witness) I'm --
Q -- Nicks?
A -- good.
Q Okay. All right. You had indicated, previously, that a - a portion of your time, while you're on full-time ABL, is directed toward lobbying activities?
Can you estimate what portion of time you spend on lobbying activities?

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MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) I mean this is a pretty unscientific WAG. Right? I'd say maybe twenty-five, thirty percent of the time, I'm guessing.
Q (Mr. Riches) Do you have any separate timekeeping records that would reflect the amount of time you spend on lobbying activities?
A No.
I have a calendar I keep, but I really keep it for my own purposes, rather than reporting purposes. I don't put down every event, but I put down enough events where I don't miss an event, you know.
But I don't record that in a - in a sheet - in a - on - on my time sheet.
And - and - and could - can you ask the question again? I want to make sure I - I answer it correctly. What was your question?
Q How much time do you spend on ABL on lobbying activities? And --
A Okay.
Q -- the way we can define lobbying activities is support or opposition to specific legislative proposals.
A Okay. And I would say when you say, "on ABL", like I say, I worked a lot more hours a week than just the

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forty hours on ABL, so it depends on how you would want to categorize that.
But - but I would say, of my total time I spend, probably twenty-five, thirty percent of the time is lobbying.
Q And you also had indicated that you spend a portion of your time on ABL for political activities, including the support and opposition of political candidates? Is that correct?
A I don't do any sort of thing, like show up in uniform, and - and promote a candidate, or an issue, or I don't deliver a check while on the - on ABL.
But other activities, like going to Council, and advocating. If I was doing like - anything like block walking, I wouldn't do that on ABL. I would do that on my own time.
Even if it was - even if it was okay to do it, I - there's just certain things I try to keep on the other side of the line, just to be a little more careful.
Q If I were to define --
A Perceptions, I guess, you know.
Q I understand.
If we were to define political activities as support or opposition to a candidate for public office, no matter how that time is spent, how would you - what

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percentage of your ABL time would you estimate is dedicated toward political activities?
A From my ABL time? I mean, again, depending on how you want to categorize it, it could be zero to some number. Because, like I said, I work a lot more hours a week than - than forty hours, so --.
And my time - if you wanted to, you could say I'm flexing my time, and - and when I'm doing anything with a candidate, I'm on my own time, and I'm - and my other time spent is my ABL time.
I mean, I'm just trying to frame it a couple of different ways. That's not the - really the way I look at it.
I just - I put in a lot more hours than forty, and my - my advocacy time for lobbying is probably, like I say, twenty-five, thirty percent of the time I spend.
Q I want to focus on political activities. I think we covered the lobbying.
So let's use specific examples.
Do you, on ABL, prepare endorsement or opposition statements for political candidates for elected office?
A Oh. I do produce those sort of documents. (Witness nodded head up and down.) And I do it during my

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workweek.
Q And about what percentage of your workweek would you estimate is dedicated toward producing documents --
A Very --
Q -- that --
A -- very small amount. Very small amount.
Q Do you also speak with citizens about electing or defeating candidates for public office, while on ABL?
A I do very little of that, ever. I - whether it's on ABL or not.
Q Do you do - do you do any of that?
A I mean, we make decisions to put signs out to advocate for a candidate, you know, so that they know the Austin Fire Fighters Association does a - does a certain sign.
I don't do a lot of public engagements, where I get up and speak in front of groups of people, and say, "We're for Candidate X, not for Candidate Z." I mean, I do very - I can't even think of an instance where I do that.
It - I'm not saying I don't. I just really can't think of an instance where I do that right now, if I - it's a very small percentage of my time.
Q You place - you place yard signs, and other types of signs, for candidates for elected office?

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A Well, we hire a group to do that for us. Yes.
Q And do you do those activities while using ABL?
A I mean, I might write a check to the person that places the signs when I'm on, you know, my regular work - you know, business hours, I guess you could say.
I mean, if I was to like take a yard sign around, or if I was going around to a neighborhood - which we have done, in the past. Block walking - it definitely would not be on ABL. That stuff we - we would not do on ABL. Neither me, or any other members that's - that's requesting it. That's all done on - on our own time.
Q Do you determine, while using ABL - either on your own, or in conjunction with other members of the AFA - which political candidates for elected office to support or oppose?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) Oh. Like in the PAC meeting --
Q (Mr. Riches nodded head up and down.)
A -- we would have a discussion on - on what issues or candidate we would - we would support, and that - and there could be, in people in the PAC meeting, that are on ABL. Yes.
We don't consider that a political activity.

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We consider political activity when you actually go out and advocate for them, take them a check, you know, speak on their behalf.
But - but yes. If the question is are some of those decisions made in the PAC meeting? Yes. They are.
Q Okay. Thanks.
If you could turn to Exhibit 1, which is the Collective Bargaining Agreement? Article 10.
A Okay.
Q Is there anything, in Article 10 - or anywhere else in the collective bargaining - that requires you to perform specific activities for the City?
MS. NOBILE: Objection to the --
MR. BIRRING: Objection.
MS. NOBILE: -- form.
MR. BIRRING: Form.
A (The Witness) Are you talking about me, as the President?
Q (Mr. Riches) You, as the President.
A I think Section 1B1 does, to some degree. It's very broad, but it says it has to be lawful, and it has to be consistent with the purposes of the Association.
Q Is there anything - I see that the - the word "may" is used there.

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Is there anything that requires you to perform specific activities, for the City, while using ABL?

A Specific activities? No.

MS. NOBILE: And objection to the form.

MR. BIRRING: The same objection.

Q (Mr. Riches) Is there any other agreement, outside of the CBA, that requires you to perform specific activities for the City?

A (The Witness) I guess what it means, specific activities?

I am subject to the Code of Conduct, policies, and any other policy the City has. So there's certain activities delineated in those policies that I am regulated by.

But if you're talking about a particular task, then the answer - the specific task that's required me to do in the CBA or outside the CBA?

Inside the CBA, no.

Outside the CBA, the Chief can direct me to do certain tasks, but like I explained earlier, it's usually not a unilateral thing where the Chief would say, "Bob, I need you to do this." It's usually us meeting and deciding things we need to do for the common good of our organizations, and really more for the Fire Department and

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the City, and then us endeavoring to do it together.

I hope that answered your question.

Q That does.

Does the AFA charge member dues to its members?

A Do we do what?

Q Do you charge member dues for membership in the AFA?

A We do.

Q And what are those?

A It is - we have twenty-four pay periods a year that we collect dues, and it is $26.25 for each one of those twenty-four pay periods.

Q What do those dues pay for?

A Those dues pay for our affiliation with the International Association of Fire Fighters. It pays for some - I don't know if I'd call them salaries, but at least I'd call them something like an honorarium for myself and my - my E Board members. There's a little bit of money that's - I - you could call a salary, if you want to, but it's not very much.

And then some of our - my committees that are a little more active, we pay a little bit of money - like a hundred dollars a month, or something like this - to the Chair and the Secretary as - it's not really even

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an incentive. It's just kind of a thank you, you know.

We spend a lot of money - we do a lot of saving.

We save for several things. Legal defense fund is one of the biggest ones. So we have money in the fund if we - if things come up we need to - to do things on.

We - we save for building expenses.

We save for the Honor Guard.

We save for a lot of things like that.

We save for travel.

We've had building expenses we - we have to pay for.

We have our mortgage. We are - have about another year on.

Utilities. Cleaning expenses.

My - my office manager. We are a labor association. We pay them pretty well, I think.

I'm trying to think of anything else.

We save for collective bargaining. You know, we know that's coming up in X number of years. We kind of put a little bit aside each time for that.

Those are the general categories that the dues money go towards.

Q Is there --

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A Travel expenses and educational expenses, like some of the seminars, and - and conventions I mentioned earlier. We - dues monies would pay for those items.

Q Is there enough money in that savings to pay your salary?

MS. NOBILE: Objection as --

A (The Witness) To pay --

MS. NOBILE: -- to the form.

A (The Witness) -- the salary --

MR. BIRRING: Objection. Form.

A (The Witness) -- of what I receive from the City of Austin?

Q (Mr. Riches) Correct.

A It would be a - a high percentage of what we collect.

So there is enough, but it would be a - it would take a lot of our programs away to do that.

Q Has the AFA operated, previously, without the full-time release position of the AFA President?

A They did. For many years.

Q Okay. Do you know for how many years? Or up until - up until what point?

A I - I think ABL, in some form, came in to play right about the time meet-and-confer came in to play, the best of my recollection, in the late Nineties, but there

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wasn't a full-time Union President off then. It was just some - probably the other uses of ABL. You know, for meetings, and stuff, and the President was still assigned to a - a duty assignment.

I don't know, for sure, but I would - I would guess around 2004 or 2005 is when the President started having a - being full-time off.

Q Is it also your understanding that previous agreements between the AFA and the City of Austin had much more limited uses for ABL?

MS. NOBILE: Objection to the form.

A (The Witness) I'm not - I don't know. I'm not sure. I don't know the history of that.

Q (Mr. Riches) Okay.

A I really became involved in 2008/2009.

Q Okay. Thank you, Mr. Nicks.

That's all the questions I have for now.

(Witness passed at 12:37 p.m.)

(Brief pause from 12:37 p.m. to 12:37 p.m.)

EXAMINATION

QUESTIONS BY MS. O'NEILL:

Q We represent the State of Texas, which intervened in this case.

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A Yes.

Q Yeah. So - let's see here.

Okay. All right. Mr. Nicks, I just want to ask you a few questions. I'm going to enter two new exhibits.

MS. O'NEILL: I guess we're at Exhibit 8? 8? And Exhibit 9.

(Exhibit Number 8 marked.)

Q (Ms. O'Neill) Exhibit 8. This is dated January 4th, 2017, and it is a print-off of the Twitter feed for Austin Firefighter@AFA975?

A (The Witness) Um hum.

Q And then I'm going to enter Exhibit 9, which is dated October 30th, 2018, today's date. And is also the - today's - the first fifty-four pages of today's Twitter feed from Austin Firefighters@AF- --

A Okay.

Q -- 975.

MS. O'NEILL: And I have copies for everyone. I'm just going to pass around the stacks --

MS. NOBILE: Okay.

MS. O'NEILL: -- here. (Indicating)

(Exhibit Number 9 marked.)

Q (Ms. O'Neill) And if you could just look through those first, if I just - if you could confirm if

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that is, in fact, what I just described it as?

A (The Witness) Yes. It is.

Q Okay. And then I'm just going to ask you a number of questions about it.

MS. O'NEILL: That's another stack, and I need a separate stack for myself. (Indicating) Yeah.

Q (Ms. O'Neill) Okay. So just kind of confirm what these are.

Looking at I think the January 4th one is kind of easier to read, from the front page.

Well, no. I think they both are pretty clear.

So I'm looking at this Twitter feed.

So is this - can you tell me who creates this Twitter feed?

A (The Witness) Can you tell me what?

Q Who creates this Twitter feed?

A Almost exclusively I'm the one posting to this Twitter feed.

Q Okay.

A Occasionally --

(The Reporter asked the Witness to repeat the last part of his answer.)

A (The Witness) I am the one posting to this Twitter feed.

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Recently, during one project, we had a media consultant that had access to it, at times.

And several years ago, we had a media consultant access to it, but, I mean --

Q (Ms. O'Neill) Um hum.

A -- those are rare entries.

Almost a hundred percent, these entries are made by myself.

Q Okay. And so looking here - just to confirm - we're - the entries that start - they have a - the little fire fighters' logo, and it says Austin Firefighters@AFA975. Any posts that includes that - those - that designation, would that be a post that you made, with the exception of what you just described?

A Yes, more than likely, with the - with just the exceptions that I said, and that's very limited.

Q Okay.

A And more than likely they would be a post from myself.

Q And I - my understanding of Twitter, you have to have a password in order to log in to your account and post --

A That's correct.

Q -- specifically?

Currently, are you the only person that

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holds your password to log in to this account?
A No.
Q Okay. Who else does?
A A person that did some media work for me for the Carrie Stewart campaign, recently, who was a cancer - a female cancer case that the City was suing. He's actually a fire fighter at ESD 6. He had access, and he posted a few infographics, occasionally --
Q Um hum.
A -- but nothing - you know, nothing other than that.
Q And do you know his name?
A His name is Braden Fame.
Q And you --
A Or Frame. Excuse me.
Q Um hum.
And I'm sorry. What - did you say what department he worked in, or what division?
A He works for Lake Travis Fire Rescue, but when he was doing that work for me, he was working on behalf of the International Association of Fire Fighters as a service rep.
Q Okay. And do you know approximately what date frame he might have contributed?
A I'm sure he still has the password.

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Q Um hum.
A And so that project ended several weeks ago.
So here's - here's one here, on September 19th. (Indicating)
And even some - a lot of these are ones I posted, actually.
He posted - it looks like around September 18th, September 14th, 15th --
Q Um hum.
A -- 13th.
It looks like right around that --
Q Um hum.
A -- time period there, he might have posted, now and then.
Q Okay. Is this Twitter feed, is this something that the AFA has any involvement with, or are you just personally running this?
A Only - I run it.
Q Okay.
A (Witness nodded head up and down.)
Q Do they have any type of - does the AFA - or do they - do you have to run any of your posts by the AFA? Do they have to approve any of the posts that you make?
A No.
I mean, certainly my work can be reviewed

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after the fact, but I don't call the Board and say, "Hey. I'm thinking about putting this Tweet out. What do you think".
Q Um hum.
A So --.
Q Are you - do you consider yourself posting on this Twitter feed in your capacity as AFA President?
A I normally do. Yeah.
Occasionally I kind of blur the lines, I think, and - not intentionally, but I think sometimes I do. But I - I try to do it as - as my role as Union President.
Q When you post on the - on this Twitter feed, are you using ABL time to do so?
A I would say no, but it depends on how you want to frame it, I guess.
I mean, I've worked a lot more hours than the forty, and - and so I would say I do not, but it really depends how you frame it. You could make an argument the other way, I guess, that I do.
Q Okay. Just kind of looking at a few of these, you mentioned, just now, that there were some posts on here related to Carrie - Carrie Stewart, and - one of the fire fighters, recently?
A Yes. She's a fire lieutenant.

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Q Okay.
A Female fire lieutenant --
Q Okay.
A -- in the Austin Fire Department.
Q And there was a Court case that recently occurred, related to her and related to another fire fighter?
A There was a - she applied for workers' compensation for her work-related cancer --
Q Um hum.
A -- and the City continued to deny it, even though the State was siding with the fire fighter.
And in the end, the City decided to sue the fire fighter for Court costs as a - my understanding - a technique to - to stop the claim, and that was the issue we took up.
Q Looking at the October 30th Twitter feed, which is Exhibit 9, if you can turn to --
A October 30th?
Q It's October 30th. And flip to the page here.
If you look on Page 5? Looking down, there is a post here - a reTweet, which you did respond to. The - the reTweet took place on October 12th. It was by somebody named Casey Claiborne@CaseyOnFOX7.
Or I'm sorry. Austin Firefighters

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reTweeted a post by Casey Claiborne.
And then --
A Yes.
Q -- can you just describe for me what that post is regarding?
A Are you talking about this one right here? (Indicating)
Q Yes. The one where you - yes. Correct.
And I'm sorry. That's - yeah. Casey Claiborne@CaseyOnFOX7, October 12th.
A Well, I believe that was the date of former Lieutenant Baker's Court appearance, in which he received deferred adjudication.
Q Okay. And is that you - in looking at that Page 5 of Exhibit 9, there's a - there's a photograph that's in that Tweet. Is that the photograph of you?
A Yes.
Q Okay. And are you at the Courthouse, in that photo?
A I am.
Q Okay. It's my understanding that - that several - at least some fire fighters requested ABL time to go and attend that?
A They did.
Q Okay. And it's my understanding that that was

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denied?
A It was.
Q Okay. When you were present at the Courthouse in this photo, were you using your ABL time?
A I - no. I was - that was on a Friday, and I definitely was not on ABL time. I mean, this - it's not recorded on my time sheet that way. I've already had my hours for the workday - or - or for the week, and it was a - on a Friday.
Q Okay. So - and just to kind of understand, if - if it - if something occurs on a Friday, are you not - not using ABL time? Is that the rule?
A The way - I mean, the way I handle my timekeeping is, in this agreement I have with the City, is I - I put my time for ABL. Ten hours on Monday, ten hours on Tuesday, ten hours on Wednesday, ten hours on Thursday. I work a lot more than that, but that's how we record my time.
So on Friday, the - the argument couldn't even be made that I - my time sheet reflects ABL because it's - it's already been recorded earlier in the week.
I would also say that during those days, I was - I put in more time than those - than that - that many hours.
And so depending on how you frame it, you

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could frame it and say I was on ABL when I was doing certain activities, and you could say I was not on ABL doing activities.
But clearly, on Friday, there's no indication that - that I'm on any sort of ABL leave.
Q Okay. Kind of looking at this - a few other - a few other posts here.
Looking at October 30th, 2018?
A October 30th --
Q 2018.
A -- 2018?
Q Yeah.
So that would be Exhibit 9.
Let's see here. Let me find it on here. So give me one second.
Yeah. Looking at Page 3/54?
A Yes.
Q You have a post here. It's Austin Firefighters, October 24th? It's front and the center of the page here, and it says - and it's the - the - the Tweet is, "We'll see - we'll see you all" - it starts, "We'll see you all at block walking on Saturday"?
A Yes.
Q Okay. Do you recall that date and - and what you did on that day?

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A When I made this Tweet?
Q Um hum.
A I absolutely do.
Q Okay. Can you describe that?
A I was at karaoke night.
I had a day where we did a panel of Fire Chiefs for the new Fire Chief, and I was a little stressed.
And I was coming home, and I had - I called my daughter-in-law, and they - they were out eating, so I went out to karaoke night.
I - I live in Giddings, Texas.
And during that time, I found out that in Houston, on the grounds where five fire fighters died fighting a fire, the Mayor had posted a sign that was an anti fire fighter sign, and I was very angry.
And I actually called the Union President, and spoke with him, and I sent a series of Tweets that I probably shouldn't have sent, quite frankly.
But I was - I was ready to drive down to Houston and tear that sign down, I was so angry at the time.
Q Did you, in fact, go and block walk on Saturday, as it - the post --
A I intended to. I went --

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Q -- reads?
A -- down there, and I ended up driving around with the Union President to different polling sites. I didn't actually block walk --
Q Um hum.
A -- but I spent about five hours with the Houston Fire Fighters, supporting their cause.
Q Okay. Looking at another post - this one would be in the January 4th, 2017?
A January 4th?
Q That would be the Exhibit 8.
Hold on. Let me see if I can give you something.
So looking at Page 20- - 21? If you flip all the way towards the back?
A Oh, okay.
Q There are a few posts here.
September, looking here. We've got a post - the very first post that shows up, September 2nd, 2014.
A Um hum.
Q Is that - there's - there's a photo connected to this post. Is that you, in the photo?
A It is.
Q Okay. And looking down at the next post,

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there's a - there's another post on September 2nd, 2014, with another gentleman at a door. Is that correct?
A It is.
Q Okay.
A That's correct.
Q Can - can - do you recall what you were doing there?
A We were block walking. We were taking - I think it was District 9. We were taking around, you know, some sort of political information, and supporting a candidate - a particular candidate for that race.
Q Okay. And when you - and so you - you're conducting block walking. Correct?
A (Witness nodded head up and down.)
Q When you do that, are you ever using ABL time?
A No.
Q So you're always using your not - your - I guess that would be your - I think you called it volunteer time earlier?
A Sometimes I actually - and I - I can't recall exactly what I did on that day, but I know I didn't use ABL time. I mean, I'm really careful about that sort of thing.
So I either - sometimes I purposely put down vacation, just to demonstrate that I didn't take ABL.

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But if I didn't do that, I - I was not on ABL. I promise you.
I mean, I - I don't do that sort of activities on ABL.
Q Even if you're not acting on ABL time, when you're conducting these activities, well, are you still going out there and participating in your capacity as an AFA President?
A When I'm not on ABL time?
Q Um hum.
A Yes.
Q Okay. Let's see if I can find --.
Looking at - let's see if we can find a more recent one.
Well, just going - staying on that Exhibit, Exhibit 8, just flipping to the second page, just to --
A The second page --
Q So --
A -- of 8?
Q The second page of 8.
Looking at that, there's several photos.
The first Tweet, that has a date, is the 29th of April, 2016. Austin Firefighters@AFA975. There's a post of "Firefighters support Susan King." Correct?

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A Um hum.
Q So was this a - a Tweet - can you kind of describe, for me, what type of - were you - is this a Tweet documenting putting out signs for support of candidates?
A No. It - it wasn't putting out signs.
It was - we did pay a person to put some signs out for Susan King in her area. She ended up losing the race, but we supported Susan King for Texas Senate position - seat.
We did not put any signs up. No.
Q Okay.
A This was just - I don't know. A political advertisement, putting her sign in front of ours, and Tweeting it out.
Q So flipping, the same - same packet, if you flip to Page 12? Just kind of several of these, but I'll just flip to Page --
A 12 --
Q -- 12 --
A -- of --
Q -- of this one.
12 of the same - same - the same exhibit, Exhibit 8.
Just looking at Exhibit - looking at Page

Page 149

12 --
A I'm not seeing page numbers --
Q Oh.
A -- on here. You know what?
Q I'm sorry.
A I don't see --
Q They're at the very bottom.
A Really?
Q Yeah. I'm sorry. Yeah. There you are. (Indicating) Just at the very --
A Oh, okay.
Q Yeah.
A Sure. I'm sorry.
Q No problem.
So just looking at Page 12, there's several photos on this page, if you can confirm, of you. You're shaking hands. There are several political signs?
A Yeah.
Q Okay. So would you say you were endorsing political candidates in these photos?
A Yes.
Q Okay. Are you using any ABL time, when you're doing so, in any of these photos?
A No.
Q I know you stated earlier that - when I asked if

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you knew whether or not you were on ABL time, you said that you worked - you have a - you have your - your schedule, and - and from Monday through Thursday, you have ten hour blocks that are blocked off on your - on your calendar.
How do you know when you're - like, for instance, looking at Page 12, when you're supporting candidates. You say you're not on ABL time doing these, but you're also acting in your capacity as an AFA President.
How do you differentiate that? If - it sounds, to me, like - I mean, how would you - how would you be able to verify that?
MS. NOBILE: Objection to the form.
You can answer.
A (The Witness) I don't know that I could verify it. Just how I differentiate it?
Oh. I mean, I - like I said earlier, I work a lot more hours than forty hours a week, and so I - and the time - the way I describe it on my time sheet isn't an accurate portrayal of exactly what I'm working on a particular - any particular day. And it's not meant to be, and that's not the agreement I have with the City. It's more to record the time.
And so the voluntary time I - I give, up

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and beyond my forty hours, is - is what I would say I use for any political activity I do.
And sometimes I even throw up another fire wall, like when I'm doing things like testifying at the Capitol and the - the - while that issue comes up as a - as a - as a bill we were trying to pass, and we were in opposition with the City.
Well, in that case, just to be abundantly clear, just so there was no discussion like this and someone asks me how I differentiate my time, I would take vacation, during the time I was testifying, because even though I don't think I'm under this provision, in the contract, it says, "Other people, under ABL, should - can't testify against a City issue at the State leg," or something to that effect, so I would take vacation time, during that time, just to be abundantly clear that I wasn't doing it.
Q (Ms. O'Neill) Just to kind of follow up on this.
If - if you aren't having a way - if you're not - if there is not a way that you're - basically calculating how much time you're spending not on ABL, but you know that you're working more than your forty hours a week of ABL, how do you determine that you're working the forty hours of ABL, versus working what hours outside of

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ABL?
A I don't --
MS. NOBILE: Objection to --
A (The Witness) -- spend --
MS. NOBILE: -- the --
A (The Witness) Oh.
MS. NOBILE: -- form.
A (The Witness) I don't spend a lot of time trying to determine that.
You know, I - I believe that, you know, this - the constant - the ABL - my use of ABL, is - it doesn't prohibit me to lobby, it doesn't prohibit me to do political activities, as long as it's within the law and it's - and I'm not violating - well, from the law, or for purposes within our organization.
I would just suggest that I put in a lot more hours above ABL, regardless, and so any - many of my activities could be in that category, just as well.
I'm not - I'm not writing them down, but --.
So there's two things I would say to that: One is I work many more hours than forty.
And the other one is the conversation at the table with the chief negotiator and the City, I am allowed to do lobbying while I'm on ABL.

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So we could frame it either way. Either way it's a lawful activity that should not be an issue, as far as I'm - as far as I know.

Q Yeah.

You mentioned earlier that for some of the posts there - this is - you have a password to this Twitter feed. There have been a couple of instances where you have had a consultant come in and assist with the Twitter posts. Correct?

A Yes.

Q Okay. Are any posts done - any of those posts - and I - I'm sure it would probably be difficult to go in and figure out, at this point - are you - when those posts were made, were those done on behalf of AFA?

A Yes.

Q Okay. So any posts that were in here, that would have been done by the consultant, those would have been approved by AFA.

A In a sense, yes. Either they're approved directly, where he sent an infographic to me and said, "Is it okay to post this?" And he wouldn't say to Twitter, but he was just basically giving approval to post an infographic. And then he might post it in Facebook, Twitter, and maybe some other places. I'm not sure.

But then, occasionally, he would reTweet,

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or - or respond to a post. I'm really thinking more of Facebook, in this case, rather than Twitter, but if somebody said something like, "We saw your message, and we did write a letter to Council on - on behalf of Carrie," he might get in there and say, "We thank you for sending the letter. It was very meaningful you did that."

And so that I wouldn't approve, other than I gave him permission to interact that way.

But if there was like a graphic, then it was - definitely gone through some sort of approval process, where I took a look at it first.

Q Okay. What is the purpose behind the Twitter feed that you - that you maintain here?

A The purpose behind the Twitter feed, in general?

Q Yes.

A My purpose is a lot of political figures and media seem to use Twitter. I think the general population does, too, but it seems to be a really good platform for keeping in contact with people in the media and - and other political figures.

Q Okay.

MS. O'NEILL: I'll pass the Witness.

(Witness passed at 1:00 p.m.)

MS. NOBILE: Okay. We may have a few quick follow-ups.

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Could we just take two minutes? And I want to go over my notes.

(Recess from 1:01 p.m. to 1:12 p.m.)

EXAMINATION

QUESTIONS BY MS. NOBILE:

Q I just have a few follow-up questions.

Are you, as the Association President, bound by the Collective Bargaining Agreement, when you're on ABL?

A I am.

Q Okay. Currently, does the Fire Department give any Fire Department employees performance reviews - reviews?

A Currently they don't.

Q Okay. And do you work more than forty hours a week, in your capacity as Association President, on activities other than lobbying, Tweeting, political activities?

A Yes.

Q Okay. What does the Union present - what does the Association present at cadet training?

A I'm sorry. What?

Q What does the Association present? There were some questions about the cadet training.

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A Oh.

Q What does the Union present at those - at those trainings?

A In the contract, we have four hours to address the cadets, and so we address - we present to them - I usually do this presentation - what the Union offers.

We explain it's a right-to-work State. They don't have to join.

We explain the whole - what Civil Service law is. They understand that they're working under that, whether they're a member or not. They understand what the contract is, and - and how it operates, and how you can - you know, we go through the grievance process to - very, very briefly, but they have an understanding, then, of - of how they interact with the contract and the grievance process, whether they're a member or not.

They are told about the various 501(c)(3)s that are not part of the Association we support, so they'd have the ability to join those, whether they are a member - become a member or not.

So I'm - I'm not going to mislead. I mean, the focus of it is to explain the benefits of being a member, but there's lots of information they receive that goes beyond just becoming a member.

Q Okay. If you could take a look at - I believe

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it's Exhibit 5, the spreadsheets of ABL, I believe?
A Okay. Is this 5? (Indicating)
Q And it's specifically COA867u?
A Okay.
Q You were --
A Yes.
Q -- you were also questioned about entries from 1-16-16. Do you see those four entries that are highlighted?
A Yes.
Q Looking at that document, were those ABL requests related to the Badges Boxing Charity Event approved by the City?
A They were not approved.
I - I didn't realize that. No. They were not approved.
Q Okay.
Okay. I don't have anything further from you - for you, at this time.
(Witness passed at 1:14 p.m.)
MS. NOBILE: Anything else?
MR. RICHES: We have no Redirect, in light of --
MS. NOBILE: Okay.
MR. BIRRING: Well, I only have a few

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questions for Chief Nicks.
(The Reporter asked Mr. Birring to speak louder.)
MR. BIRRING: Oh. Sorry.
A (The Witness) Yeah. For me, too.
MR. BIRRING: I'm sorry.

EXAMINATION

QUESTIONS BY MR. BIRRING:
Q Thank you, Chief Nicks.
So - and I'm Sameer Birring, representing the City of Austin in this case.
Have you seen Exhibit 2 before? Is that --
A Yes.
Q -- right?
And we've spent a lot of time today talking about Article 10.
The language in Article 10, of the Collective Bargaining Agreement, who wrote that language?
A I believe the City proposed it.
Q Okay.
A I'm not certain on that, but I believe the City proposed it.
Q So the --
MR. BIRRING: I'm sorry.

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(The Reporter asked the Witness to speak louder.)
A (The Witness) I said I believe the City proposed it, but I'm not certain.
Q (Mr. Birring) But the final language, would it be accurate to say that neither the City nor the AFA wrote it on its own? That it was the result of an agreement between the two parties?
A I would - yeah. I would most definitely say it was a result of an agreement. There was some back and forth. Yes.
Q Well, the entire Collective Bargaining Agreement is written by both the City and AFA together. Is that --
A That's --
Q -- accurate?
A -- correct.
Q Okay. That's all.
(Witness passed at 1:16 p.m.)
MR. RICHES: No questions, in light of those.

* * * * * * *

(The Certified Shorthand Reporter JUDY A. COUGHENOUR JOHNSON hereby states that Exhibit Nos. 7 through 9 were marked during the deposition, and the originals

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are attached to the original transcript of the deposition.)

CHANGES AND SIGNATURE

WITNESS NAME: BOB NICKS

DATE TAKEN: OCTOBER 30, 2018

| PAGE | LINE | CHANGE | REASON |
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I, BOB NICKS, have read the foregoing deposition and hereby affix my signature that the same is true and correct, except as noted above.

_____

BOB NICKS

STATE OF _____

COUNTY OF _____

BEFORE ME, _____, on this day personally appeared BOB NICKS, known to me or proved to me, under oath, identity card, or other document, to be the person whose name is subscribed to the foregoing document and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN under my hand this ____ day of _____, 2018.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES ON:

_____



CAUSE NO. D-1-GN-16-004307

MARK PULLIAM; JAY WILEY, PLAINTIFFS AND TEXAS, INTERVENOR-PLAINTIFF, VS. CITY OF AUSTIN, TEXAS; ELAINE HART, IN HER OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN, DEFENDANTS

IN THE DISTRICT COURT

419TH JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

**********

REPORTER'S CERTIFICATION
DEPOSITION OF BOB NICKS
OCTOBER 30, 2018

**********

I, JUDY A. COUGHENOUR JOHNSON, a Certified Shorthand Reporter in and for the State of Texas, do hereby certify to the following:

THAT the Witness, BOB NICKS, was duly sworn by the officer, and that the transcript of the oral deposition is a true record of the testimony given by the Witness;

THAT the deposition transcript was submitted on November 15, 2018 to the attorney for Intervenor Austin Fire Fighters Assoc., Local 975 for examination,



signature, and return to JUDY A. COUGHENOUR & ASSOCIATES, 8109 Asmara Drive, Austin, Texas, 78750, by December 5, 2018.

THAT the amount of time used by each party at the deposition is as follows:

JONATHAN RICHES - (2 hour 17 minutes)

HALEY O'NEILL - (23 minutes)

SAMEER S. BIRRING - (1 minute)

DIANA J. NOBILE - (2 minutes)

THAT $805.93 is the deposition officer's charges for preparing the original deposition transcript and any copies of exhibits, charged to Plaintiffs.

THAT pursuant to information given to the deposition officer at the time said testimony was taken, the following includes all parties of record:

For Plaintiffs:

SCHARF-NORTON CENTER FOR CONSTITUTIONAL LITIGATION AT THE GOLDWATER INSTITUTE
BY: JONATHAN RICHES
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For Intervenor Austin Fire Fighters Assoc., Local 975:

WOODLEY & MCGILLIVARY
BY: DIANA J. NOBILE
1101 Vermont Avenue, N.W., Suite 1000
Washington, D.C. 20005

I further certify that I am neither Counsel for, related to, nor employed by any of the parties in the action in which this proceeding was taken, and further, that I am not financially or otherwise interested in the outcome of the action.

Further Certification requirements, pursuant to Rule 203 of TRCP, will be certified to after they have occurred.

SWORN TO by me this 14th day of November, 2018.

Judy A. Coughenour Johnson
_____
JUDY A. COUGHENOUR JOHNSON
TEXAS CSR NO. 1198
EXPIRATION DATE: 12/31/18
8109 Asmara Drive
Austin, Texas 78750
PH: (512) 346-4707



CERTIFICATION UNDER TRCP RULES

The original deposition was / was not returned to the deposition officer on December 5, 2018.

If returned, the attached Changes and Signature page contains any changes and the reasons therefor: Attached / not attached.

If returned, the original deposition was delivered to JONATHAN RICHES, Custodial Attorney.

That $805.93 is the deposition officer's charges to Plaintiffs for preparing the original deposition transcript and any copies of exhibits.

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this ____ day of _____, 2018.

_____
JUDY A. COUGHENOUR JOHNSON
Texas CSR No. 1198
Expiration Date: 12/31/18
JUDY A. COUGHENOUR & ASSOCIATES
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**Exhibit 7**

CAUSE NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM; JAY WILEY, PLAINTIFFS AND TEXAS, INTERVENOR-PLAINTIFF, VS. CITY OF AUSTIN, TEXAS; ELAINE HART, IN HER OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN, DEFENDANTS | ) | IN THE DISTRICT COURT |
| | ) | 419TH JUDICIAL DISTRICT |
| | ) | TRAVIS COUNTY, TEXAS |

**********

ORAL DEPOSITION

OF

RONNELLE PAULSEN

OCTOBER 29, 2018

**********

ORAL DEPOSITION OF RONNELLE PAULSEN, produced as a Witness at the instance of Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 29th day of October, 2018, from 2:07 p.m. to 3:05 p.m., before JUDY A. COUGHENOUR JOHNSON, Certified Shorthand Reporter No. 1198, in and for the State of Texas, reported by machine shorthand at AUSTIN CITY HALL, 301 West Second Street, Austin, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached herein.

* * * * * * *

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Also Present:

Aaron Woolverton

Reported By:

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* * * * * * *

STIPULATIONS

The attorneys for all parties present stipulate and agree to the following items:

THAT the deposition of RONNELLE PAULSEN is taken pursuant to Notice;

THAT all objections will be made pursuant to the Texas Rules of Civil Procedure;

AND THAT the original transcript will be submitted for signature to the Witness' attorney, SAMEER S. BIRRING, and that the Witness or the Witness' attorney will return the signed transcript to JUDY A. COUGHENOUR & ASSOCIATES within 20 days of the date the transcript is provided to the Witness' attorney. If not returned, the Witness may be deemed to have waived the right to make the changes, and an unsigned copy may be used as though signed.

* * * * * * *

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* * * * * * *

EXHIBITS

| EXHIBIT NUMBER | DESCRIPTION | PAGE MARKED | PAGE REF'D |
|---|---|---|---|
| 1 | Being a copy of the Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 8 |
| 2 | Being the original booklet entitled Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 31 |
| 4 | Being a document entitled Association Business Leave - 2012, Quarterly Report, Q4 - Oct. thru Dec. | N/A | 13 |





RONNELLE PAULSEN

the Witness herein, having been first duly administered an oath or affirmation, testified as follows:

EXAMINATION

QUESTIONS BY MR. RICHES:

Q Good morning, Miss Paulsen.

My name is Jon Riches. I represent the Taxpayer Plaintiffs in this case.

Have you done a deposition before?

A I have.

Q Okay. So I think you've heard some of the preparatory comments before?

A Um hum.

Q I'm going to ask you a series of questions. If you don't understand, please ask me to clarify.

A (Witness nodded head up and down.)

Q If you need me to slow down, please tell me to slow down.

And just answer the question that is asked.

A (Witness nodded head up and down.)

Q The City's attorneys might object to some of my questions, and unless they instruct you otherwise, please answer the question anyway, even if they object.

A Okay.





Q Okay. Would you please state your name, and spell your name, for the record?

A Ronnelle Paulsen. R-O-N-N-E-L-L-E, P-A-U-L-S-E-N.

Q And are you employed by the City of Austin?

A Yes.

Q What's your position with the City?

A I'm the Assistant Director of the Fire Department.

Q What are the ordinary duties of that position?

A I'm responsible for the finance areas, the - and - and informational technology areas, the HR, Human Resources, and the administrative services.

But I'm also given special projects that I take care of, in addition to them.

Q Are you a civilian employee of the Fire Defendant?

A I am.

Q How long have you held that position, as the Assistant Director of the Fire Department?

A Six and a half years.

Q Did you hold other positions with the City of Austin, prior to that?

A I did.

Q And what were those?





A I was the Division Manager over Research, Planning, and Records at the Austin Police Department.

Q Okay.

All right. So I would like to show you what has previously been marked Exhibit 1. I think you have a copy of that in front of you.

Are you familiar with this document?

A I am.

Q And can you identify it?

A It's the Collective Bargaining Agreement that was signed in 2017 between the Austin Fire Fighters Association and the City of Austin.

Q Okay. Would you mind flipping to Article 10 of that agreement? Let me know when you're there.

A Um hum.

Q Article 10, Section 1B, says that, "The Association President can use ABL for any lawful Association business activities consistent with the Association's purposes."

Could you define Association business activities?

MR. BIRRING: Objection. Form.

A (The Witness) Those activities would include attending meetings, participating in collective bargaining, participating in the grievance process as a

representative, attending dispute resolution, speaking to cadets, and then attending various work meetings, including the labor management initiative, the hiring process oversight committee, cadet oversight process. Committee meetings, basically.

Q (Mr. Riches) Does it also include lobbying and political activities, to your knowledge?

A It could also include that.

Q And certain nonprofit or charitable activities?

A Yes.

Q Is there any limitations to what it includes?

A They are --

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) They are, as to - as B2, in this section of Article 10 states, they are not allowed to do legislative or political activities unless those activities relate to specific topics, like wages, rates of pay, employment --

Q (Mr. Riches) Now --

A -- conditions of work.

Q -- now Section 1B2 refers to Authorized Association Representatives.

A Um hum.

Q Do those limitations also apply to the AFA





President?

A They are not written that way, in this agreement, but I think the spirit of the agreement is he also tends to follow those.

Q Do --

A It's --

Q -- let me --

A -- it's --

Q -- clarify.

Is there any other City policy that --

A No.

Q I'll let - let me --

A Okay.

Q -- finish the question.

Is there any City policy that says that Chief Nicks is limited in the same way that Authorized Association Representatives are limited from using ABL in 1B2?

A No.

Q Is Chief Nicks prohibited from performing any activities under Article 10?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) What particular activities are you referring to?





Q (Mr. Riches) I'm asking if he's prohibited from performing any activities, under Article 10.

MR. BIRRING: Objection to form.

MR. STEWART: The same.

A (The Witness) I'm still uncertain as to the types of activities you're referring to.

Q (Mr. Riches) That's what I'm asking about.

Are there any prohibitions placed on Chief Nicks, while he's using ABL?

MR. STEWART: Objection. Form.

MR. BIRRING: Objection. Form.

Q (Mr. Riches) In terms of the activities that Chief Nicks can engage in.

MR. STEWART: Objection. Form.

A (The Witness) The - not in the Collective Bargaining Agreement. No.

Q (Mr. Riches) Are there other limitations or prohibitions placed on Chief Nicks, while using ABL by the City?

A He is bound by the same General Orders as the rest of the fire fighters and most of the civilian employees at the Austin Fire Department.

Q Chief Nicks is bound by the same rules and regulations that would govern other Austin fire fighters --





A (Witness nodded head up and down.)

Q -- as they're performing their official duties? Is that --

A Yes.

Q -- correct? Okay.

How do you - well, let's actually - let's look at Section 2B.

It looks like the City of Austin provides 5,600 hours of ABL, plus an additional thousand hours to be carried over for ABL. Is that correct?

A Fifty-six is automatic each year, and then their balance from the previous year, if it exceeds 1,000, will go over as a thousand. If it's less than a thousand, it will go over as that lower number.

Q And the City funds that pool of hours?

A Yes.

Q The AFA provides no funding for that pool. Is that --

A Correct.

Q -- correct?

A (Witness nodded head up and down.)

Q When we're talking about ABL hours, do they refer to any given fire fighter's working hours for use of ABL?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) I - could you rephrase that, please?

Q (Mr. Riches) When a Austin fire fighter uses ABL, if he or she uses one hour of ABL, would that be one working hour that the fire fighter would use for his or her other duties, whatever they were?

A Yes.

It would be when they - during their regularly scheduled work hours.

Q How does the City determine a fire fighter's hourly wage?

A It's in a set of scales that are at the back of the Collective Bargaining Agreement. It is based on their select - longevity, their seniority, and their rank.

Q So if a senior fire fighter, who has been in longer, is using ABL, that that would cost the City more than a junior fire fighter, who has not been in very long?

A Yes.

Q Okay. I want to show you what has previously been marked Exhibit 4.

And I think you should have that in front of you.

And if you could turn to COA 18? That's just a point of reference.





It looks like ABL hours, and the Hours by Reason section is broken out in to different uses --

A (Witness nodded head up and down.)

Q -- by the fire fighter using ABL? Is that your understanding of this report here?

A Yes.

Q And then, on the right, you have an Hours by Person section, and that is the Authorized Association Representative who used ABL for some particular purpose. Is that also correct?

A Yes.

Q Now Chief Nicks' time is not reflected by Hours by Reason. Is that also correct?

A Yes.

Q Is there anything, outside of these reports, that --

A I --

Q -- measure how Chief Nicks uses his time?

A I'm sorry. I spoke - I misspoke.

There is an Association President category, under Hours by Reason.

So technically, it is in that block of explanation.

Q Um hum.

A I'm sorry.





What was your other question?

Q Oh. I'll follow up on that one, actually.

So it looks like the Association President - in this case, Chief Nicks - does not have his hours broken out as to the particular use. Is that correct?

A Correct.

Q Is there any other measure or accounting that the City utilizes that measures how Chief Nicks uses his hours?

A He --

MR. BIRRING: Objection. Form.

A (The Witness) -- he fills out a time sheet, which would indicate his exception timekeeping, as was mentioned earlier by the previous witness - witnesses.

But if he is in need of sick leave or vacation leave, that would show up on his time sheet.

Q (Mr. Riches) So what are the categories of time that he can report?

A Sick, vacation, exception vacation. There - should he have a death in the family, it might go down as a - a type of administrative leave.

If - if there was - we have weather events that sometimes we code as special codes to reflect people not being able to get in to work.





There are a variety of categories.

Q So in addition to the categories you just outlined, is the only other category ABL, or Association Business Leave?

A No. There are others that I did not mention.

There is - there is a - there's a variety of categories that all employees use --

Q Okay.

A -- at - when the time - when the - the use is appropriate.

Q Okay. For his use of ABL, how does he report that?

A That time is his - sort of his regular time. His base time.

And that is generally reported as four ten-hour days, Monday through Thursday.

Q How does he report that?

A He places it on a spreadsheet within our timekeeping system.

It happens to be on the same spreadsheet that my time reporting is on.

And then Chief Dodds approves that, and our timekeepers forward it to the payroll people.

Q Is that on a weekly basis?

A Yes.

Q Does he provide any other reports, in terms of how he uses ABL, apart from that timesheet?
A No. To my knowledge.
Q For the other Authorized Association Representatives, if you look at Exhibit 4, it has Hours by Person.
Do each of these individuals, who are using ABL, have a different pay scale?
A The - the persons who have the same rank and the same tenure would have the same --
Q The same?
A -- pay scale, but other than that, they would probably have varying pay scales.
Q So if we wanted to estimate what ABL was costing the City of Austin, we would need to know the pay scales for each of the individual fire fighters identified under the Hours by Person block?
A Correct.
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Correct.
Q (Mr. Riches) And then I assume you would multiply those hours by whatever that particular fire fighter's rate of pay was, pursuant to the pay scale?
A Yes.





I might add that in - in addition to their base pay, there are other elements of pay that could make that vary. There's certification pay. They may have approached - approached the threshold for overtime pay. Things like that.
So it is more complicated than their base pay, time this number - times this number of hours.
Q Is there any - can you identify any monetary benefits that the City receives, in exchange for ABL hours?
MR. BIRRING: Objection. Form.
A (The Witness) Monitory (sic.) meaning financial benefits?
Q (Mr. Riches) Correct.
A No. I cannot think of any financial benefit that comes in as a direct consequence.
Q Of ABL.
A Of ABL.
Q What are other benefits, if any, that the City derives, in exchange for ABL hours?
A There are - there are many.
The - the ABL hours are a part of all of the articles in the Collective Bargaining Agreement.
It's a - a package, as we call it. That for that, it may have been bargained to get something with





regard to promotions, or hiring, or - or drug screening.
So there are a lot of intangible benefits that come from the inclusion of this article.
In terms of the activities that occur under ABL, there are issues that increase morale that could come from this. There are benefits to members within the Department. There are - that - it - it contributes significantly to the decision-making process in the Department.
Q Has the City ever conducted any studies or reports to ascertain what the value of those indirect benefits are?
A The City has not.
Q How does the City know that it's deriving benefit, if it doesn't measure it?
MR. BIRRING: Objection to form.
Q (Mr. Riches) Let me - let me rephrase.
What obligations, if any, are put in place to ensure that ABL is providing the benefits you highlighted?
A (The Witness) One of the --
MR. STEWART: Objection.
A (The Witness) -- activities --
MR. STEWART: Form.
Sorry. You can answer it.





A (The Witness) Okay.
One of the activities I mentioned was the oversight committees. One is for hiring. Another is for cadets. There's attendance of those members on ABL at those oversight committees.
Their perspective adds to the process. Sometimes they see things slightly different than the chain of command or the other representatives, the management representatives, who sit on those committees.
So there is a consequence there, for example.
Q (Mr. Riches) Okay. Turning back to Exhibit 1, which is the Collective Bargaining Agreement.
Is there anything, in Article 10, that requires the AFA President to perform specific activities for the City?
A No.
MR. BIRRING: Objection to form.
MR. RICHES: The same objection.
Q (Mr. Riches) Is there anything, in Article 10, that obligates the other Authorized Association Representatives to perform specific activities for the --
MR. BIRRING: Objection to --
Q (Mr. Riches) -- City?
MR. BIRRING: -- form.

MR. STEWART: Objection.
The same.
A (The Witness) When you say obligates, what are you asking for?
Q (Mr. Riches) Is there anything in the agreement that requires - and let's start with Chief Nicks.
Is there anything in the agreement that requires Chief Nicks to perform specific activities for the City --
MR. BIRRING: Objection.
Q (Mr. Riches) -- while --
MR. BIRRING: -- as to --
Q (Mr. Riches) -- using --
MR. BIRRING: -- form.
Q (Mr. Riches) -- ABL?
MR. BIRRING: Objection to form.
MR. STEWART: The same.
A (The Witness) No.
Q (Mr. Riches) Is there anything, in Article 10, that requires other Authorized Association Representatives to perform specific activities for the City, while using ABL?
MR. BIRRING: Objection. Form.
MR. STEWART: The same. The same objection.





A (The Witness) While it's not written in Article 10, there are expectations of fire employees to follow through and do the things that they say they're going to do, using ABL.
So if they do not follow through and do what they said they were going to do with ABL, there would be consequences, by virtue of those General Orders I mentioned earlier.
Q (Mr. Riches) You're referring - are you, in that answer, referring to Authorized Association Representatives only, or also to --
A Primarily --
Q -- to --
A -- authorized Association members. Yes.
Q Okay. So the - the question is, is - as I understand your answer - once ABL has been approved for a particular use --
A Um hum.
Q -- the fire fighter that is using ABL has to use it for that purpose, or there could be consequences. Is that --
A Yes.
Q -- correct?
A Yes.
In essence, it's a contract.





Once they are approved for that leave, they have to show up and participate the way they described it in the request for leave.
Q Is there anything that requires them to perform the ABL activity at all, prior to approval?
MR. STEWART: Objection.
MR. BIRRING: Objection --
MR. STEWART: Form.
MR. BIRRING: -- to form.
A (The Witness) Because the ABL is only generated by their request, I'm not sure I understand your question.
Q (Mr. Riches) Must a fire fighter - does the City of Austin require a fire fighter to request ABL for any particular purpose?
MR. BIRRING: Objection --
MR. STEWART: Objection. Form.
MR. BIRRING: -- to form.
A (The Witness) Okay. If a fire fighter is going to assist another fire fighter in a grievance, perhaps, as their representative, the City doesn't - it - it is a - it is a practice, but I guess it is not a requirement, to use that form of leave for that activity. A pattern of past practice, I guess I'd say.
Q (Mr. Riches) I'll ask specific examples.
Does the City require any Austin fire





fighter to use ABL to represent another fire fighter at a grievance proceeding?
A No.
Q Does the City require a AFA member to use ABL to address cadet classes?
A During the time that is designated for the Union presentation, if they are on duty, yes. They'd be required to use ABL.
Q So the City requires the fire fighter actually take --
A As --
Q -- ABL?
A -- as they're representing the Union in the presentation about Union business, it - that would be the leave they should take.
Q Could they - could the - could an individual not request the leave, to address a cadet class?
MR. BIRRING: Objection to form.
A (The Witness) They would need to substitute - if they were on duty? They would need to substitute a different form of leave, like vacation or sick.
Q (Mr. Riches) Does the City direct any fire fighter to use ABL to engage in collective bargaining?
MR. STEWART: Objection.
MR. BIRRING: Objection.

MR. STEWART: Form.
MR. BIRRING: Form.
A (The Witness) No.
But, again, it's a pattern of past practice that if it is their regular assigned time, and they are present at collective bargaining representing the Association, that that is the type of leave that would - that would reflect their activity.
Q (Mr. Riches) Okay. Does the City direct the - direct any fire fighter to use ABL to attend Union conferences or meetings?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) If they were on duty, they would have to use their own personal sick or vacation leave.
If - if - they could choose to use their personal - personal, sick, or vacation leave.
Q (Mr. Riches) Does the City require that office - that fire fighters attend Union conferences or meetings?
A Could you be more specific? The conferences versus meetings?
Q Does the City impose any requirement on individual fire fighters to attend conferences?
MR. BIRRING: Objection to form.





A (The Witness) Conferences? No.
Q (Mr. Riches) Does the City impose any requirement on fire fighters to attend Union meetings?
MR. BIRRING: Objection. Form.
A (The Witness) Union meetings? No.
Q (Mr. Riches) Okay. Does the City impose any requirement on Austin fire fighters to engage in what's characterized as Other Association Business, that's outlined in Exhibit 4?
MR. BIRRING: Objection to --
MR. STEWART: Object to --
MR. BIRRING: -- form.
MR. STEWART: -- form.
A (The Witness) There are articles in the CBA that describe the oversight committee process, and they require - require membership from the Union attend those oversight meetings for that process to work.
So those are the areas that I would see the City requiring the other half, the AFA, to be a participant, or the - or the oversight committee wouldn't exist.
Q (Mr. Riches) Is there any mechanisms, either in the contract, or through other City policies or procedures, that allow fire fighters to object to the way ABL is being used?





MR. STEWART: Objection. Form.
A (The Witness) To object the way ABL is being used.
I assume, not being sworn, I assume that they could file a grievance if they felt someone was misusing ABL.
Q (Mr. Riches) What if someone was using ABL in accordance with Article 10, but a fire fighter didn't like the use it was being put to? Could a fire fighter file a grievance under that scenario?
MR. BIRRING: Objection. Form.
A (The Witness) I don't know.
Q (Mr. Riches) Do you know what the total cost of the Collective Bargaining Agreement is, to the City of Austin?
MR. STEWART: Objection.
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Total cost is a - is a perception.
There is money that's put in to our budget to do the incremental increases that might occur, as a contract is negotiated.
There is money that could be assumed is related to the contract, because it's related to wages and





certifications.
So I would - without clarification of what version or what perception you're looking for - it would be difficult for me to give you a number.
Q (Mr. Riches) Would you be able to estimate the total cost, to the City of Austin, of providing its fire fighting and emergency medical response services?
MR. BIRRING: Objection to form.
A (The Witness) I can't give you emergency medical, because they are a different department.
The Fire Department has an overall budget of roughly $195 million.
Of that amount, we estimate that ninety-three to ninety-five percent is salary and benefits. The remainder - the remainder is contracts, and contractuals, and - and supplies. Those kinds of things.
Q (Mr. Riches) Of the hundred and ninety-five million, is that - is that per year?
A That's our - our more recent budget.
Q Okay.
A Yeah.
I think this year it's actually one ninety-seven. It increased a little.
Q Do you know what the overall cost of ABL is to the Fire Department?

MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Again, that would have to be defined by someone else for me to give you numbers to go with it.
It could be all salary and benefits, or it could be the incremental cost for that particular time.
I don't have a definition for how to cost that.
Q (Mr. Riches) So as we sit here today, you can't provide an estimate of what the cost to the City is for Association Business --
MR. BIRRING: Objection.
Q (Mr. Riches) -- Leave?
MR. BIRRING: Form.
MR. STEWART: The same objection.
A (The Witness) Because ABL is a type of timekeeping, and it - it fluctuates, based on who uses that category of - of attributed time, I can't estimate, from one year to the next, how much it's going to cost.
Q (Mr. Riches) How does the City budget for it, if it can't estimate what it's going to cost?
A Because it's a substitute for their regular time, we can - we can calculate what their regular time would be, over - over the next year.





This is just how many hours they use for that purpose.
And if it's different combinations of people, well, we're - well, we're estimating for the entire Department, and all - all the different ranks, and all the different people. ABL is something that's used by a variety of persons and a variety of ranks with different certifications, with - and in different numbering - differing number of hours, so it's very difficult to estimate in to the future about.
Q Do you have an estimate for ABL that has been used by the folks identified in Exhibit 4, over the course of this Collective Bargaining Agreement, what their regular time would cost the City?
A I believe the --
MR. BIRRING: Objection --
A (The Witness) -- estimate --
MR. BIRRING: -- to form.
A (The Witness) -- I believe the estimate was roughly two hundred to two hundred and fifty thousand, in recent years.
Q (Mr. Riches) Is that per year?
A Yes.
Q That's all the questions we have for now.
(Witness passed at 2:35 p.m.)





MR. BIRRING: Can we take a quick break?
MR. RICHES: Sure.
MR. BIRRING: Yeah.
(Recess from 2:35 p.m. to 2:59 p.m.)
MR. STEWART: Did you have any questions?
MR. BIRRING: I do not.
MR. STEWART: Okay.

EXAMINATION

QUESTIONS BY MR. STEWART:
Q Well, I just have a couple of questions for you.
You testified a little bit about the monetary benefit of Association Business Leave. Do you recall that?
A I did.
Q And I want to ask you about the contract.
Do you have Exhibit - I think this is 2 - in front of you, or the --
A Okay. Well --
MR. BIRRING: Oh. Yeah.
A (The Witness) Oop. There is it. Yes.
Q (Mr. Stewart) So - so if you would turn to Page 12, which is Article 9?
A Yes.
Q So this article concerns base wages, and base





wage increases, longevity pay, other premium payments along those lines. Is that right?
A Correct.
Q And they're set at certain levels, based on this - on this article?
A Yes.
Q And if you could turn to the end of the contract, Page 88? Appendix A-1?
A Yes.
Q This contains information about pay scales paid to the fire fighters by the City of Austin. Is that right?
A Yes.
Q And these - these amounts and provisions are settled in contract negotiations? Is that --
A Yes.
Q -- right?
And so if you were to pluck, from the bargaining table, the Association Business Leave provision, would the City have to make additional concessions, in order to do that?
A Yes.
Q And could those concessions come in the form of reduced benefits, or reduced pay, or reduced numbers in the charts that we just discussed?

MR. RICHES: Objection as to form.
Q (Mr. Stewart) I'll - I'll break that down a little bit better.
Okay. Withdraw that.
Could those concessions come in the form of reduced pay to fire fighters? That's - oh. Excuse me.
A (The Witness) If ABL was removed from the contract?
Q If - if, at the bargaining table, the City removed the ABL provision that is Article 10 --
A Um hum.
Q -- would the City have to make additional concessions in negotiations, most likely, if they do that?
A Yes. They would have to make concessions.
Q And could those concessions come in the form of changes to the wages paid to fire --
MR. RICHES: Objection.
Q (Mr. Stewart) -- fighters?
MR. RICHES: Speculation.
A (The Witness) It - it could be, with regard to wages and benefits, but it could also be to a lot of other articles within the bargaining agreement, because they're taken in a totality before it's finished.
Q (Mr. Stewart) And wages and benefits are a part of the totality that is negotiated in bargaining -





bargaining? Is that right?
A Yes.
Q That's all I have. Thank you.
A Thanks.
(Witness passed at 3:01 p.m.)
MR. RICHES: I do have some. Do you have anything? (Indicating)
MR. HENNEKE: Well, it's - it's not their - you passed.
MR. BIRRING: Yeah. I lknow. Just for Chief Woolverton, I'll --.
And just to be clear, I passed for this Witness.
I have some potential questions for Chief Woolverton, as well.

FURTHER EXAMINATION

QUESTIONS BY MR. RICHES:
Q So you indicated that ABL was part of a larger contract, and if ABL was withdrawn, you speculated that maybe additional concessions would have to be offered by the City to the AFA? Is that correct?
MR. STEWART: Object --
A (The Witness) In my --
MR. STEWART: -- as to form.





A (The Witness) -- in my experience with bargaining sessions, over the last six and a half years, there are various articles that are linked more to the Association, and some that are linked more to the City.
And yes. I feel that there would be a give-and-take, if ABL was removed from this - from this agreement.
Q (Mr. Riches) How do you know that removal of ABL would result in additional benefits, in terms of wages and - and other monetary benefits?
A I don't --
MR. BIRRING: Objection.
A (The Witness) -- know that --
MR. BIRRING: Form.
A (The Witness) -- it - I don't know that it would lead to changes to wages. That's a possibility.
It could lead to other changes in other articles.
Q (Mr. Riches) Are you part of the City's bargaining team?
A I was another Subject Matter Expert, as - as a member of management, and I have been on bargaining - in bargaining sessions.
Q Were you --
A Yeah.





Q -- part of that bargaining team that negotiated this Collective Bargaining Agreement?
A For 2017? Yes.
Q Were you part of the team as something other than a Subject Matter Expert?
A I'm - I don't think there are any other roles for management.
Q So do you --
A So no.
Q So do you view Association Business Leave as part of the overall compensation package that's offered to Austin fire fighters?
A Yes.
Q Have, to your knowledge, Austin fire fighters given their affirmative consent to have part of their compensation directed to ABL?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Could you rephrase that?
Q (Mr. Riches) Have Austin fire fighters given consent to have a portion of their compensation directed for ABL use?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) In the sense that they voted for

this contract, and that was one element of the contract, that vote could be seen as consent.

Q (Mr. Riches) When you say "vote," are you referring only to AFA members?

A Yes.

Q Do nonmembers get a vote in ratifying a Collective Bargaining Agreement?

A I don't believe so, but I'm not a member, myself. I'm not sworn, so --.

Q Could non AFA members opt out of funding ABL?

A No.

MR. BIRRING: Objection.

MR. STEWART: Objection.

MR. BIRRING: Form.

MR. STEWART: Form.

A (The Witness) I - it's my understanding that they could not opt out.

Q (Mr. Riches) So they could - they would not have a choice? Non AFA members would not have a choice but to have part of their compensation directed for use as ABL?

MR. BIRRING: Objection to form.

MR. STEWART: The same objection.

A (The Witness) Yes. That's my understanding.

Q (Mr. Riches) Thanks.





(Witness passed at 3:05 p.m.)

A (The Witness) All done with me?

MR. BIRRING: I hope. Yeah.

A (The Witness) Okay.

MR. STEWART: I'm all done.

* * * * * * *

(The Certified Shorthand Reporter JUDY A. COUGHENOUR JOHNSON hereby states that no exhibits were marked during the deposition.)

**Exhibit 8**

## Costs of Association Business Leave - Fire Department

October 1, 2017 - August 18, 2018

| ECLS | JOB_TITLE | EMP_NAME | PPE | Values HOURS | AMOUNT | City share of Medicare Tax | Cost including Payroll Tax |
|---|---|---|---|---|---|---|---|
| **Fire 40** | **Fire Battalion Chief** | Ackerman Rebecca A | 10/28/2017 | 1.00 | 59.29 | 0.86 | $ 60.15 |
| | | Nicks Robert S | 10/14/2017 | 80.00 | 4,731.04 | 68.6 | 4,799.64 |
| | | | 10/28/2017 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 11/11/2017 | 60.00 | 3,557.16 | 51.58 | 3,608.74 |
| | | | 11/25/2017 | 59.00 | 3,497.87 | 50.72 | 3,548.59 |
| | | | 12/9/2017 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 12/23/2017 | 34.00 | 2,015.72 | 29.23 | 2,044.95 |
| | | | 1/6/2018 | 50.00 | 2,964.30 | 42.98 | 3,007.28 |
| | | | 1/20/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 2/3/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 2/17/2018 | 72.00 | 4,268.59 | 61.89 | 4,330.48 |
| | | | 3/3/2018 | 62.00 | 3,675.73 | 53.3 | 3,729.03 |
| | | | 3/17/2018 | 49.00 | 2,905.01 | 42.12 | 2,947.13 |
| | | | 3/31/2018 | 40.00 | 2,371.44 | 34.39 | 2,405.83 |
| | | | 4/14/2018 | 75.00 | 4,446.45 | 64.47 | 4,510.92 |
| | | | 4/28/2018 | 45.00 | 2,667.87 | 38.68 | 2,706.55 |
| | | | 5/12/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 5/26/2018 | 76.00 | 4,505.74 | 65.33 | 4,571.07 |
| | | | 6/9/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 6/23/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 7/7/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 7/21/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 8/4/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | | 8/18/2018 | 80.00 | 4,742.88 | 68.77 | 4,811.65 |
| | | Vocke Thomas J | 12/23/2017 | 3.00 | 169.39 | 2.46 | 171.85 |
| | | | 1/20/2018 | 3.00 | 169.39 | 2.46 | 171.85 |
| | | | 2/17/2018 | 4.00 | 225.85 | 3.27 | 229.12 |
| | | | 3/31/2018 | 3.00 | 169.39 | 2.46 | 171.85 |
| | | | 5/12/2018 | 2.00 | 112.92 | 1.64 | 114.56 |
| | | | 6/23/2018 | 17.00 | 959.85 | 13.92 | 973.77 |
| | | | 7/21/2018 | 3.00 | 169.39 | 2.46 | 171.85 |
| | | | 8/4/2018 | 2.50 | 141.16 | 2.05 | 143.21 |
| | **Fire Battalion Chief Total** | | | **1620.50** | **95,955.23** | **1391.35** | **97,346.58** |
| | **Fire Captain** | Pope Gregory R | 10/14/2017 | 8.00 | 413.37 | 5.99 | 419.36 |
| | | | 10/28/2017 | 7.00 | 396.27 | 5.75 | 402.02 |
| | | | 11/11/2017 | 10.00 | 518.00 | 7.51 | 525.51 |
| | | | 11/25/2017 | 10.00 | 518.00 | 7.51 | 525.51 |
| | | | 12/9/2017 | 12.00 | 621.60 | 9.01 | 630.61 |
| | | | 12/23/2017 | 12.00 | 621.60 | 9.01 | 630.61 |
| | | | 1/6/2018 | 2.00 | 103.60 | 1.5 | 105.10 |
| | | | 1/20/2018 | 12.00 | 621.60 | 9.01 | 630.61 |
| | | | 2/3/2018 | 8.00 | 414.40 | 6.01 | 420.41 |
| | | | 2/17/2018 | 14.00 | 725.20 | 10.52 | 735.72 |
| | | | 3/3/2018 | 7.00 | 362.60 | 5.26 | 367.86 |
| | | | 3/31/2018 | 10.00 | 518.00 | 7.51 | 525.51 |
| | | | 4/14/2018 | 14.00 | 725.20 | 10.52 | 735.72 |
| | | | 4/28/2018 | 8.50 | 440.30 | 6.38 | 446.68 |

## Costs of Association Business Leave - Fire Department

October 1, 2017 - August 18, 2018

| ECLS | JOB_TITLE | EMP_NAME | PPE | Values HOURS | AMOUNT | City share of Medicare Tax | Cost including Payroll Tax |
|---|---|---|---|---|---|---|---|
| | **Fire Captain** | Pope Gregory R | 5/12/2018 | 14.00 | 779.90 | 11.31 | 791.21 |
| | | | 5/26/2018 | 1.00 | 51.80 | 0.75 | 52.55 |
| | | | 6/23/2018 | 25.00 | 1,295.00 | 18.78 | 1,313.78 |
| | | | 7/21/2018 | 13.00 | 673.40 | 9.76 | 683.16 |
| | | | 8/4/2018 | 20.00 | 1,036.00 | 15.02 | 1,051.02 |
| | | | 8/18/2018 | 40.00 | 2,072.00 | 30.04 | 2,102.04 |
| | **Fire Captain Total** | | | **247.50** | **12,907.84** | **187.16** | **13,095.00** |
| | **Fire Division Chief** | Jordan Andre C | 2/3/2018 | 32.00 | 2,048.90 | 29.71 | 2,078.61 |
| | | | 4/28/2018 | 8.00 | 531.67 | 7.71 | 539.38 |
| | | Wade Brandon L | 5/26/2018 | 16.00 | 975.66 | 14.15 | 989.81 |
| | **Fire Division Chief Total** | | | **56.00** | **3,556.23** | **51.57** | **3,607.80** |
| | **Fire Lieutenant** | Balogh Randy W | 6/23/2018 | 10.00 | 479.63 | 6.95 | 486.58 |
| | | Gibbon Steven R | 10/28/2017 | 40.00 | 2,014.48 | 29.21 | 2,043.69 |
| | | | 12/23/2017 | 30.00 | 1,510.86 | 21.91 | 1,532.77 |
| | | | 3/17/2018 | 35.00 | 1,762.67 | 25.56 | 1,788.23 |
| | | | 8/4/2018 | 40.00 | 2,014.48 | 29.21 | 2,043.69 |
| | | Noffsinger Doyle G | 4/14/2018 | 3.00 | 151.09 | 2.19 | 153.28 |
| | **Fire Lieutenant Total** | | | **158.00** | **7,933.21** | **115.03** | **8,048.24** |
| | **Fire Specialist** | Brooks Aaron L | 10/28/2017 | 3.00 | 137.89 | 2 | 139.89 |
| | **Fire Specialist Total** | | | **3.00** | **137.89** | **2** | **139.89** |
| **Fire Kelly** | **Fire Battalion Chief** | Denzer Douglas R | 10/28/2017 | 52.85 | 2,252.03 | 32.65 | 2,284.68 |
| | | | 12/23/2017 | 26.19 | 1,115.84 | 16.18 | 1,132.02 |
| | | | 2/3/2018 | 38.23 | 1,642.14 | 23.81 | 1,665.95 |
| | | | 3/17/2018 | 42.87 | 1,911.15 | 27.71 | 1,938.86 |
| | | | 4/14/2018 | 23.60 | 1,005.66 | 14.58 | 1,020.24 |
| | | | 5/12/2018 | 7.36 | 325.52 | 4.72 | 330.24 |
| | | | 6/9/2018 | 42.40 | 1,806.79 | 26.2 | 1,832.99 |
| | | | 6/23/2018 | 4.17 | 177.50 | 2.57 | 180.07 |
| | | | 7/7/2018 | 4.93 | 209.97 | 3.04 | 213.01 |
| | | | 8/4/2018 | 47.20 | 2,042.96 | 29.62 | 2,072.58 |
| | | Teliha Peter D | 3/3/2018 | 1.79 | 92.95 | 1.35 | 94.30 |
| | | Truesdell Gary S | 7/7/2018 | 2.28 | 97.12 | 1.41 | 98.53 |
| | **Fire Battalion Chief Total** | | | **293.87** | **12,679.63** | **183.85** | **12,863.48** |
| | **Fire Captain** | Brooks Clint T | 5/12/2018 | 23.56 | 921.61 | 13.36 | 934.97 |
| | | Jones Christine M | 10/14/2017 | 2.95 | 115.04 | 1.67 | 116.71 |
| | | | 10/28/2017 | 3.93 | 153.70 | 2.23 | 155.93 |
| | | | 12/9/2017 | 7.85 | 306.97 | 4.45 | 311.42 |
| | | | 1/20/2018 | 7.22 | 282.36 | 4.09 | 286.45 |
| | | | 2/3/2018 | 42.40 | 1,657.63 | 24.04 | 1,681.67 |
| | | | 2/17/2018 | 4.91 | 192.07 | 2.79 | 194.86 |
| | | | 3/3/2018 | 2.45 | 96.72 | 1.4 | 98.12 |
| | | | 3/17/2018 | 4.41 | 172.46 | 2.5 | 174.96 |
| | | | 3/31/2018 | 0.98 | 38.39 | 0.56 | 38.95 |
| | | | 4/14/2018 | 7.36 | 287.78 | 4.17 | 291.95 |
| | | | 4/28/2018 | 10.65 | 416.17 | 6.03 | 422.20 |
| | | | 5/26/2018 | 4.42 | 172.76 | 2.51 | 175.27 |
| | | | 6/9/2018 | 2.65 | 105.39 | 1.53 | 106.92 |

## Costs of Association Business Leave - Fire Department

October 1, 2017 - August 18, 2018

| ECLS | JOB_TITLE | EMP_NAME | PPE | Values HOURS | AMOUNT | City share of Medicare Tax | Cost including Payroll Tax |
|---|---|---|---|---|---|---|---|
| | **Fire Captain** | Jones Christine M | 6/23/2018 | 15.71 | 613.96 | 8.9 | 622.86 |
| | | | 7/7/2018 | 11.99 | 468.68 | 6.8 | 475.48 |
| | | | 7/21/2018 | 1.11 | 43.22 | 0.63 | 43.85 |
| | | | 8/4/2018 | 12.76 | 498.96 | 7.23 | 506.19 |
| | | | 8/18/2018 | 63.31 | 2,497.70 | 36.22 | 2,533.92 |
| | | Kalmus Kevin M | 4/14/2018 | 21.56 | 1,012.39 | 14.68 | 1,027.07 |
| | | Mobley Thomas E | 7/7/2018 | 1.97 | 80.86 | 1.17 | 82.03 |
| | | Phillips Michael K | 3/3/2018 | 23.58 | 928.55 | 13.46 | 942.01 |
| | | Wilkins Tommy R | 5/12/2018 | 21.21 | 870.82 | 12.63 | 883.45 |
| | **Fire Captain Total** | | | **298.94** | **11,934.19** | **173.05** | **12,107.24** |
| | **Fire Lieutenant** | Burns Daryl T | 11/11/2017 | 11.82 | 369.58 | 5.36 | 374.94 |
| | | | 11/25/2017 | 13.69 | 428.00 | 6.21 | 434.21 |
| | | | 2/3/2018 | 2.94 | 92.07 | 1.34 | 93.41 |
| | | | 2/17/2018 | 2.96 | 92.64 | 1.34 | 93.98 |
| | | | 4/14/2018 | 3.56 | 139.63 | 2.02 | 141.65 |
| | | | 6/9/2018 | 6.91 | 216.05 | 3.13 | 219.18 |
| | | Donelson Elizabeth F | 12/23/2017 | 11.36 | 457.57 | 6.63 | 464.20 |
| | | | 7/7/2018 | 3.93 | 135.51 | 1.96 | 137.47 |
| | | Duffee Michael L | 10/14/2017 | 7.95 | 301.42 | 4.37 | 305.79 |
| | | | 12/23/2017 | 3.61 | 137.26 | 1.99 | 139.25 |
| | | | 1/20/2018 | 1.97 | 74.87 | 1.09 | 75.96 |
| | | | 2/3/2018 | 0.98 | 37.43 | 0.54 | 37.97 |
| | | | 2/17/2018 | 11.02 | 418.93 | 6.07 | 425.00 |
| | | | 3/3/2018 | 4.92 | 208.50 | 3.02 | 211.52 |
| | | | 3/17/2018 | 9.09 | 345.72 | 5.01 | 350.73 |
| | | | 4/14/2018 | 30.29 | 1,151.09 | 16.69 | 1,167.78 |
| | | | 5/12/2018 | 4.20 | 159.56 | 2.31 | 161.87 |
| | | | 6/9/2018 | 13.25 | 503.62 | 7.3 | 510.92 |
| | | | 6/23/2018 | 21.85 | 830.35 | 12.04 | 842.39 |
| | | | 7/21/2018 | 17.45 | 700.91 | 10.16 | 711.07 |
| | | | 8/18/2018 | 47.13 | 1,791.48 | 25.98 | 1,817.46 |
| | | Heck Jonathan M | 4/28/2018 | 5.30 | 182.74 | 2.65 | 185.39 |
| | | Leonard Carrie M | 12/9/2017 | 23.67 | 815.96 | 11.83 | 827.79 |
| | | | 2/3/2018 | 47.28 | 1,630.20 | 23.64 | 1,653.84 |
| | | | 4/28/2018 | 6.87 | 253.48 | 3.68 | 257.16 |
| | | | 5/12/2018 | 21.36 | 736.53 | 10.68 | 747.21 |
| | | Madison Thomas G | 10/14/2017 | 2.88 | 99.11 | 1.44 | 100.55 |
| | | | 12/23/2017 | 2.45 | 91.22 | 1.32 | 92.54 |
| | | Mayo Bruce P | 10/28/2017 | 38.85 | 1,700.65 | 24.66 | 1,725.31 |
| | | | 12/23/2017 | 6.58 | 277.62 | 4.03 | 281.65 |
| | | | 3/17/2018 | 43.40 | 1,496.21 | 21.7 | 1,517.91 |
| | | Meyers Richard W | 2/3/2018 | 3.44 | 130.58 | 1.89 | 132.47 |
| | | Mitchell Geoffrey P | 10/28/2017 | 1.96 | 74.62 | 1.08 | 75.70 |
| | | | 11/11/2017 | 3.93 | 149.24 | 2.16 | 151.40 |
| | | | 12/9/2017 | 4.81 | 183.01 | 2.65 | 185.66 |
| | | | 12/23/2017 | 2.95 | 111.95 | 1.62 | 113.57 |
| | | Moren Christopher R | 1/20/2018 | 21.42 | 829.50 | 12.03 | 841.53 |

## Costs of Association Business Leave - Fire Department

October 1, 2017 - August 18, 2018

| ECLS | JOB_TITLE | EMP_NAME | PPE | Values HOURS | AMOUNT | City share of Medicare Tax | Cost including Payroll Tax |
|---|---|---|---|---|---|---|---|
| | **Fire Lieutenant** | Rodriguez Isaac R | 2/17/2018 | 5.41 | 186.35 | 2.7 | 189.05 |
| | | Schultz Mark A | 10/14/2017 | 6.19 | 234.56 | 3.4 | 237.96 |
| | | | 11/11/2017 | 7.85 | 298.50 | 4.33 | 302.83 |
| | | Scotti Barbara S | 10/14/2017 | 2.65 | 95.68 | 1.39 | 97.07 |
| | | Spidle David M | 2/17/2018 | 0.98 | 32.33 | 0.47 | 32.80 |
| | | | 4/14/2018 | 26.01 | 900.44 | 13.06 | 913.50 |
| | | | 4/28/2018 | 3.54 | 116.23 | 1.69 | 117.92 |
| | | | 6/23/2018 | 5.89 | 193.35 | 2.8 | 196.15 |
| | | | 8/4/2018 | 2.94 | 96.68 | 1.4 | 98.08 |
| | | | 8/18/2018 | 3.93 | 128.90 | 1.87 | 130.77 |
| | **Fire Lieutenant Total** | | | **533.42** | **19,637.83** | **284.75** | **19,922.58** |
| | **Fire Specialist** | Buhrkuhl James K | 3/17/2018 | 2.96 | 104.13 | 1.51 | 105.64 |
| | | Copus Jeremy M | 10/28/2017 | 4.45 | 122.66 | 1.78 | 124.44 |
| | | | 3/3/2018 | 2.82 | 77.63 | 1.13 | 78.76 |
| | | | 3/17/2018 | 5.51 | 161.89 | 2.35 | 164.24 |
| | | | 4/14/2018 | 2.97 | 82.90 | 1.2 | 84.10 |
| | | | 5/26/2018 | 15.80 | 435.81 | 6.32 | 442.13 |
| | | | 7/21/2018 | 1.78 | 49.00 | 0.71 | 49.71 |
| | | | 8/4/2018 | 16.28 | 448.85 | 6.51 | 455.36 |
| | | | 8/18/2018 | 69.23 | 1,909.11 | 27.68 | 1,936.79 |
| | | Eichler Lynn R | 10/14/2017 | 8.05 | 290.09 | 4.21 | 294.30 |
| | | | 11/11/2017 | 2.95 | 99.05 | 1.44 | 100.49 |
| | | | 12/9/2017 | 27.49 | 921.10 | 13.36 | 934.46 |
| | | | 1/20/2018 | 1.97 | 66.05 | 0.96 | 67.01 |
| | | | 2/3/2018 | 6.90 | 235.31 | 3.41 | 238.72 |
| | | | 4/14/2018 | 8.83 | 296.07 | 4.29 | 300.36 |
| | | | 6/9/2018 | 9.03 | 302.59 | 4.39 | 306.98 |
| | | | 7/7/2018 | 11.31 | 424.12 | 6.15 | 430.27 |
| | | | 7/21/2018 | 2.95 | 99.03 | 1.44 | 100.47 |
| | | | 8/18/2018 | 47.11 | 1,579.03 | 22.9 | 1,601.93 |
| | | Finkenbinder Adam J | 3/17/2018 | 21.20 | 584.60 | 8.48 | 593.08 |
| | | Howard Jeremy R | 11/11/2017 | 4.93 | 142.78 | 2.07 | 144.85 |
| | | | 1/20/2018 | 4.91 | 142.17 | 2.06 | 144.23 |
| | | | 4/14/2018 | 5.46 | 158.19 | 2.29 | 160.48 |
| | | Kirk Chad A | 4/14/2018 | 4.91 | 149.19 | 2.16 | 151.35 |
| | | Leone Michael J | 10/28/2017 | 4.64 | 134.43 | 1.95 | 136.38 |
| | | | 11/25/2017 | 4.80 | 138.98 | 2.02 | 141.00 |
| | | | 6/9/2018 | 8.84 | 255.84 | 3.71 | 259.55 |
| | | McKinney John A | 6/23/2018 | 4.06 | 117.63 | 1.71 | 119.34 |
| | | Ramon Andrew | 2/3/2018 | 47.20 | 1,409.01 | 20.43 | 1,429.44 |
| | | Stewart Brock M | 5/12/2018 | 9.83 | 313.95 | 4.55 | 318.50 |
| | **Fire Specialist Total** | | | **369.17** | **11,251.19** | **163.14** | **11,414.33** |
| | **Firefighter** | Casares Jeremiah M | 1/20/2018 | 47.11 | 1,259.86 | 18.27 | 1,278.13 |
| | | | 2/3/2018 | 21.20 | 541.30 | 7.85 | 549.15 |
| | | Clampitt Sean K | 5/12/2018 | 21.74 | 528.61 | 7.66 | 536.27 |
| | | Culver Preston T | 3/17/2018 | 4.91 | 109.47 | 1.59 | 111.06 |
| | | Curtis Preston A | 2/3/2018 | 51.31 | 1,592.24 | 23.09 | 1,615.33 |

## Costs of Association Business Leave - Fire Department

October 1, 2017 - August 18, 2018

| ECLS | JOB_TITLE | EMP_NAME | PPE | Values HOURS | AMOUNT | City share of Medicare Tax | Cost including Payroll Tax |
|---|---|---|---|---|---|---|---|
| | | Curtis Preston A | 4/28/2018 | 7.88 | 244.54 | 3.55 | 248.09 |
| | | Debish Amy M | 10/28/2017 | 3.93 | 136.11 | 1.97 | 138.08 |
| | | Finnessey Stewart J | 7/21/2018 | 3.93 | 121.84 | 1.77 | 123.61 |
| | | Garcia Robert J | 6/9/2018 | 3.93 | 116.04 | 1.68 | 117.72 |
| | | Harms Rhonda L | 2/3/2018 | 3.44 | 92.12 | 1.34 | 93.46 |
| | | Heiser Randall T | 6/23/2018 | 23.56 | 631.52 | 9.16 | 640.68 |
| | | | 7/7/2018 | 21.20 | 568.37 | 8.24 | 576.61 |
| | | Herrera Steven M | 7/7/2018 | 21.23 | 516.17 | 7.48 | 523.65 |
| | | Johnson Jared C | 8/4/2018 | 21.20 | 435.30 | 6.31 | 441.61 |
| | | Kessler Coitt R | 10/28/2017 | 23.56 | 696.40 | 10.1 | 706.50 |
| | | | 2/3/2018 | 21.20 | 626.63 | 9.09 | 635.72 |
| | | | 3/3/2018 | 30.29 | 895.18 | 12.98 | 908.16 |
| | | | 5/12/2018 | 47.17 | 1,394.23 | 20.22 | 1,414.45 |
| | | King Zachariah D | 11/11/2017 | 21.20 | 515.73 | 7.48 | 523.21 |
| | | | 3/17/2018 | 21.40 | 600.24 | 8.7 | 608.94 |
| | | Lamb Roth N | 3/17/2018 | 21.82 | 556.90 | 8.08 | 564.98 |
| | | Livornese Ryan J | 3/17/2018 | 23.64 | 587.65 | 8.52 | 596.17 |
| | | Melton Kyle T | 7/7/2018 | 3.94 | 100.58 | 1.46 | 102.04 |
| | | | 8/4/2018 | 4.53 | 115.75 | 1.68 | 117.43 |
| | | Murphy Dean R | 6/23/2018 | 23.64 | 733.58 | 10.64 | 744.22 |
| | | | 7/7/2018 | 21.55 | 713.19 | 10.34 | 723.53 |
| | | Neans Adam R | 5/12/2018 | 25.66 | 624.09 | 9.05 | 633.14 |
| | | Norman Lyndsey E | 3/3/2018 | 4.26 | 108.85 | 1.58 | 110.43 |
| | | | 8/4/2018 | 2.94 | 75.18 | 1.09 | 76.27 |
| | | Potvin Larry A | 10/28/2017 | 58.89 | 1,513.83 | 21.95 | 1,535.78 |
| | | | 11/11/2017 | 11.82 | 287.44 | 4.17 | 291.61 |
| | | | 7/7/2018 | 23.56 | 572.82 | 8.31 | 581.13 |
| | | | 8/4/2018 | 21.21 | 515.68 | 7.48 | 523.16 |
| | | Schaefer Vanessa M | 2/3/2018 | 25.61 | 676.40 | 9.81 | 686.21 |
| | | | 4/28/2018 | 4.91 | 129.90 | 1.88 | 131.78 |
| | | Shingleton Jamie R | 7/21/2018 | 3.09 | 75.20 | 1.09 | 76.29 |
| | | Smith Richard P | 10/28/2017 | 58.93 | 1,579.88 | 22.91 | 1,602.79 |
| | | | 11/11/2017 | 14.43 | 386.79 | 5.61 | 392.40 |
| | | | 3/17/2018 | 47.12 | 1,263.04 | 18.31 | 1,281.35 |
| | | | 7/7/2018 | 23.59 | 632.42 | 9.17 | 641.59 |
| | | | 8/4/2018 | 21.49 | 576.22 | 8.36 | 584.58 |
| | | Wallace Joshua B | 5/12/2018 | 21.20 | 515.54 | 7.48 | 523.02 |
| | | Watson Anna K | 10/28/2017 | 4.36 | 89.50 | 1.3 | 90.80 |
| | **Firefighter Total** | | | **893.58** | **24,052.33** | **348.76** | **24,401.09** |
| **Grand Total** | | | | **4473.98** | **200,045.57** | **$ 2,900.66** | **$ 202,946.23** |

**COA868e**

**Exhibit 9**

CAUSE NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM; JAY WILEY, PLAINTIFFS AND TEXAS, INTERVENOR-PLAINTIFF, VS. CITY OF AUSTIN, TEXAS; ELAINE HART, IN HER OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN, DEFENDANTS | ) | IN THE DISTRICT COURT |
| | ) | 419TH JUDICIAL DISTRICT |
| | ) | TRAVIS COUNTY, TEXAS |

**********

ORAL DEPOSITION

OF

AARON WOOLVERTON

OCTOBER 29, 2018

**********

ORAL DEPOSITION OF AARON WOOLVERTON, produced as a Witness at the instance of Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 29th day of October, 2018, from 10:45 a.m. to 11:45 a.m., from 1:00 p.m. to 2:00 p.m., and from 3:07 p.m. to 3:32 p.m., before JUDY A. COUGHENOUR JOHNSON, Certified Shorthand



Reporter No. 1198, in and for the State of Texas, reported by machine shorthand at AUSTIN CITY HALL, 301 West Second Street, Austin, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached herein.

* * * * * * *

APPEARANCES

For Plaintiffs:

SCHARF-NORTON CENTER FOR CONSTITUTIONAL LITIGATION AT THE GOLDWATER INSTITUTE
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- AND -

TEXAS PUBLIC POLICY FOUNDATION
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901 Congress Avenue
Austin, TX 78701
PH: (512) 472-2700
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For Intervenor-Plaintiff:

OFFICE OF THE ATTORNEY GENERL
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APPEARANCES (CONTINUED)

For Defendants:

CITY OF AUSTIN LAW DEPARTMENT
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- AND -
HANNAH M. VAHL
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For Intervenor Austin Fire Fighters Assoc., Local 975:

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BY: JOHN W. STEWART
1101 Vermont Avenue, N.W.
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Washington, D.C. 20005
PH: (202) 833-8855
e-mail: Jws@wmlaborlaw.com

Also Present:

Ronnelle Paulsen

Reported By:

JUDY A. COUGHENOUR & ASSOCIATES
BY: JUDY A. COUGHENOUR JOHNSON
8109 Asmara Drive
Austin, TX 78750
PH: (512) 346-4707
e-mail: Jude@prodigy.net

* * * * * * *

STIPULATIONS

The attorneys for all parties present stipulate and agree to the following items:

THAT the deposition of AARON WOOLVERTON is taken pursuant to Notice;

THAT all objections will be made pursuant to the





Texas Rules of Civil Procedure;

AND THAT the original transcript will be submitted for signature to the Witness' attorney, SAMEER S. BIRRING, and that the Witness or the Witness' attorney will return the signed transcript to JUDY A. COUGHENOUR & ASSOCIATES within 20 days of the date the transcript is provided to the Witness' attorney. If not returned, the Witness may be deemed to have waived the right to make the changes, and an unsigned copy may be used as though signed.

* * * * * * *

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* * * * * * *

EXHIBITS

| EXHIBIT NUMBER | DESCRIPTION | PAGE MARKED | PAGE REF'D |
|---|---|---|---|
| 1 | Being a copy of the Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 13 |
| 2 | Being the original booklet entitled Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association Local 975 effective October 1, 2017 | N/A | 109 |
| 3 | Being the Austin Fire Department Policy and Procedure, General Order Number E111.2, Association Business Leave | 40 | 40 |
| 4 | Being a document entitled Association Business Leave - 2012, Quarterly Report, Q4 - Oct. thru Dec. | 46 | 46 |
| 5 | Being spread sheets, the first page entitled 2018-08-08 Formsite ABL Data Dump (ABL) | 55 | 55 |
| 6 | Being a document entitled Purpose, Mission, Vision, Goals | 113 | 113 |





AARON WOOLVERTON

the Witness herein, having been first duly administered an oath or affirmation, testified as follows:

EXAMINATION

QUESTIONS BY MR. RICHES:

Q Good morning, Chief.

A Good morning.

Q Have you ever done a deposition before?

A Yes.

Q Okay. So you know the general drill. I'm going to ask you some questions.

If I am speaking too fast, please ask me to slow down. If a question isn't clear, please ask me to repeat it. And just answer the question that is asked, rather than provide an answer to something that is not asked.

Is all that acceptable?

A It is.

Q All right. And the City's attorneys may object, from time to time. Part of the reason for the objections may be for preserving the record, but unless they instruct you not to answer, please answer the question - even if they object.

A Okay.





Q Is that agreeable?

MR. BIRRING: Can we just --

A (The Witness) Yes.

MR. BIRRING: -- clarify one thing?

Are we - are you taking the deposition now, of Chief Woolverton, in his - in his individual capacity, or in his corporate capacity?

MR. RICHES: So I have it put together in - I have it together, the questioning.

If you feel that there's a basis for an objection for either one, feel free to chime in.

MR. BIRRING: Okay. I mean --.

MS. VAHL: Yeah. I think maybe if it gets confusing, we can just ask you to clarify --

MR. BIRRING: Right.

MS. VAHL: -- if you - whether your question is in his corporate capacity or individual capacity, or --.

And Chief Woolverton, in your answer, we may ask you to clarify in what capacity you were answering the question.

A (The Witness) Okay.

MR. RICHES: Yeah. That works for me.

MR. BIRRING: Okay.

Q (Mr. Riches) All right. Chief, if you could





please state and spell your name for the record?

A (The Witness) Aaron Woolverton. A-A-R-O-N. W-O-O-L-V-E-R-T-O-N

Q And are you currently employed?

A Yes, I am.

Q By the City of Austin?

A Yes, sir.

Q What is your position with the City?

A I'm an Assistant Chief, currently assigned over the Operations Division.

Q How long have you held that position?

A Since about February, I believe.

Q February of 2018?

A Yes, sir.

Q Who was your predecessor?

A It would have been Assistant Chief Richard Davis.

Q What are the ordinary duties of your position, as an Assistant Fire Chief?

A So, again, I'm - I'm over the Operations Division, so I supervise the three Shift Commanders with a - a partial supervision of a - of a fourth that's actually over our Special Operations Division.

Q Are you also a member of the Austin Fire Fighters Association?

A I am.
Q How long have you been a member of the AFA?
A Since six months after I joined the Department. So about twenty-six and a half years.
Q Do you currently hold any office or positions with the AFA?
A No.
Q Have you ever held an officer position?
A No.
Q And you've been with the Fire Department for twenty-six and a half years --
A I --
Q -- total? I'm sorry.
A Twenty-seven.
Q Twenty-seven.
A I - it - you can't be a member of the Association the first six months, when you're a cadet.
Q You've been employed by the Fire Department, with the City of Austin, for a period of approximately twenty-seven years?
A Yes, sir.
Q Okay. What's the mission of the Fire Department?
A It is to - to prepare for - oh. I'm sorry. Prevent, prepare, and respond to - to emergency events.





Q In your role as an Assistant Fire Chief, you indicated that you're responsible for supervising the three Shift Commanders? Is that correct?
A Yes, sir.
Q How many fire fighters, total, fall under your supervisory authority?
A Around a thousand.
Q How do you ensure that those thousand fire fighters accomplish the mission that you identified for the Fire Department?
MR. BIRRING: Is this a question being asked in his individual or - capacity, or corporate rep?
MR. RICHES: This is in his capacity as Assistant Fire Chief, so this would be individual.
MR. BIRRING: Okay.
A (The Witness) So that would actually be through - through each supervisor, up the chain of command to me.
Q (Mr. Riches) Do you track fire fighter work hours?
A Individually, no, but the - the systems that - that do - which I occasionally reference - do.
Q What are those systems?
A So there is the BC timekeeping system. There's also a number of ClickView applications that - that





actually grab things from payroll, which uses our Banner system and BCT, as well as the leave request systems.
Q Are fire fighters, that you supervise, required to report their time in to this timekeeping system?
A So our - our timekeeping system is set up where it's - it's - in Operations, it's timekeeping by exception.
So it's - it's - it's - they - they fill schedules based upon, you know, if you're assigned to A shift every third day --
Q Um hum.
A -- you're - you're assigned on a calendar to - to work. If you don't come to work, then they - they take the time back out of the system.
Q Who? Who takes the time back out of system?
A The BC timekeepers, which would be Battalion Chiefs managing each of the battalions in operations.
Q So if a fire fighter doesn't show up for work, that time is reported in the BC timekeeping system by his or her supervisor?
A Yes. Supervisor or second-level supervisor, since Battalion Chiefs actually supervise Captains, Captains supervise Lieutenants.
Q Okay. Sort of reminds me of the Navy, although our ranks were a little different.





A Yeah. It's paramilitary organizations.
Q Does the Fire Department have an employee performance review policy?
MR. BIRRING: Is this individual or corporate?
MR. RICHES: This is individual.
MR. BIRRING: Okay.
A (The Witness) So we - we used to have something called a PEE system, which was set up similar to like SSPRs. Every six months you would get a - you would get a review.
Currently, are not doing PEEs.
Q (Mr. Riches) Okay. So there's no - there's no performance review that's conducted, right now, for fire fighters?
A No.
Q How do you ensure that individual fire fighters are accomplishing what they're supposed to be accomplishing, pursuant to their job description?
A Again - again, through direct - through direct reports from - from their immediate supervisors. So Lieutenants, Captains, and Battalion Chiefs, up through the chain - chain of command, through Division Chiefs, and to - to the Assistant Chief.
Q Does every fire fighter have a supervisor,

within the department?
A Yes.
Q All right. I'd like to show you what has previously been marked Exhibit 1, if you wouldn't mind taking a look at that.
Can you identify that document?
A Yes, I can.
Q And what is it?
A It's the Collective Bargaining - the current Collective Bargaining Agreement between the City of Austin and Austin Fire Fighters Association.
Q Were you familiar with that document, before coming in to the deposition this morning?
A Yes.
Q Did you have any role in negotiating that agreement?
A I was on the Department's Subject Matter Expert Team.
Q How does that work?
(The Reporter asked for a repeat of the name of the team.)
A (The Witness) Subject matter - matter experts.
Q (Mr. Riches) How does that work?
A So - so management, per se, doesn't - doesn't bargain. That's between the City of Austin and the Fire





Fighters Association; however, the Labor Relations office and the people that do negotiate it need information, from the Department, about how you manage this, that, or the other, and they'll use the SMEs to - to get information from, during negotiations.
Q How many SMEs are there?
A It can vary.
For - in previous years we've had three or four. But even - even, I think, up to five or six. And then other years, we've only sent one.
So it varies, from year to year.
Q Were you an SME for this agreement, here, that's reflected as Exhibit A - 1?
A Yes, I was.
Q Okay. How many SMEs were there that year?
A I want to say there were three, that I can remember.
Q And just to clarify, your role, as a subject matter expert, was to advise the City of Austin Labor Relations Department as to certain issues within the - the Fire Department, itself. Is that correct?
A Yes.
Q Did you also advise the AFA, during any portion of the collective negotiating process?
A No.





Q What's the purpose of the Collective Bargaining Agreement?
MR. BIRRING: Objection. Form.
And is this an individual or a --
MR. RICHES: This is --
MR. BIRRING: -- corporate rep?
MR. RICHES: -- corporate rep.
MR. BIRRING: Okay. Objection. Form.
MR. STEWART: The same objection. Form.
A (The Witness) And so the purpose - the purpose of - of the - of the - the contract is to negotiate various topics that - that benefit both the fire fighters and the City of Austin.
Q (Mr. Riches) What kind of topics are those?
A They --
MR. BIRRING: Objection. Form.
A (The Witness) Hiring is - is one. Promotions is another.
As was stated earlier, there's thirty-two different articles within there, and - and it - that includes the things that I just talked about, but also things like drug testing.
Q (Mr. Riches) And who is bound by the terms of this agreement?
A Well, both the - the labor group, or the - you





know, the - the fire fighters and the City of Austin.
Q To what employees is the Collective Bargaining Agreement intended to apply?
MR. BIRRING: Objection.
This is already asked and answered by the prior corporate representative?
A (The Witness) Fire fighters.
Q (Mr. Riches) Let me ask you.
Are all Austin fire fighters also members of the AFA?
A No.
Q Do you know how many total Austin fire fighters there are?
A I know how many authorized positions we have. I'd have to look to see exactly where our vacancies are right now.
We're authorized just under twelve hundred --
Q Okay. Twelve hundred.
A -- and I believe that we have maybe sixty or seventy vacancies right now.
Q Do you know how many of those eleven or twelve hundred fire fighters are also members of the AFA?
A I know it's a high percentage, but don't know an exact number.

I - I - somewhere probably in the neighborhood of ninety-five percent.

Q Would you mind turning to Article 10 of that agreement?

A Page --.

Q Section 1B1 discusses permitted uses of Association Business Leave.

So actually, let me just ask you. What is Association Business Leave?

A It is leave granted to the Association to be used for purposes that benefit either the Department, the Association, or both.

Q And when you say the Association, are you referring to the Austin Fire Fighters Association?

A Yes, sir.

Q Getting back to the agreement, Section 1B1 says that, "The Association President may use ABL for any lawful Association business activities consistent with the Association's purposes."

And the previous witness testified that Mr. Nicks is currently the AFA President. Is that your understanding, as well?

A Yes, sir.

Q Does the Fire Department have any say in who becomes the AFA President?





A The management does not, but, of course, the membership of the Fire Department does.

Q When you say the membership of the Fire Department, do you mean Fire Department employees, or Fire Department employees who are also members of the AFA?

A The latter. Members of the Fire Department who are members of the AFA.

Q So the Fire Department, independent of the AFA, has no say in who becomes the AFA President?

A No.

Q To your knowledge, is the AFA President currently devoting all of his time to Association business activities?

A Yes.

Q How would you define Association business activities?

A It encompasses a lot of things.

It could be coming to grieve - well, responding to grievances; representing members during disciplinary processes; of course collective bargaining, itself; attending conferences.

Yeah. I think that that encompasses most of it.

Q Collective bargaining, assisting members with grievances, assisting AFA members with disciplinary -





disciplinary proceedings, and attending conferences. Anything else?

MR. BIRRING: Objection to form.

MR. STEWART: The same objection.

A (The Witness) I can't think of anything off the - off the top of my head, but that - that is probably the main purposes of ABL, or what it's used for.

Q (Mr. Riches) For the AFA President, are there any limitations to what he can do, while on ABL?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) I believe, if I - I remember correctly, there - there is a stipulation that he - he can't actually give money to political figures.

Q (Mr. Riches) So there's a - there's a stipulation that the AFA President can't give campaign contributions to candidates for public office?

A And that's just from my memory. I believe it was some - some information about that, that says he couldn't actually handle money - hand money to - to individuals.

Q Do you happen to know where that prohibition is contained?

A I do not.

Q Where - where are you remembering it from, to





the best of your recollection?

A Conversations that I - I remember that we had had, previously, plus I was - I also had - had read a - a - a deposition that he - he gave, and had mentioned that being a stipulation.

Q Is there any other prohibitions from activities that the AFA President can engage in, while he's using ABL, aside from providing candidate contributions?

MR. BIRRING: Objection. Form.

MR. STEWART: Objection. The same objection.

A (The Witness) I don't believe so.

Q (Mr. Riches) Under the agreement, Section 1B2 authorizes - or outlines certain limitations for what are labeled Authorized Association Representatives?

Do the provisions of 1B2 also apply to the AFA President?

A No.

Q Does the AFA President, or Mr. Nicks, need permission from anybody in the Department to - to work on Association business activities?

A No.

Q Is he required to report to the Fire Department offices on a daily basis?

A No.

Q Does anyone, in the Department, direct Mr. Nicks on what to do, on a daily basis?
A No.
Q Does anyone, in the Department, tell Mr. Nicks certain activities to perform?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Within the contract, there is a - a provision to assign - be able to assign him to special projects, but I can't think of any that he's - he's done, in recent times.
Q (Mr. Riches) Does anyone, in the Department, place prohibitions on the activities that Mr. Nicks can perform?
MR. BIRRING: Objection to form.
A (The Witness) I don't believe so.
MR. STEWART: The same objection.
Q (Mr. Riches) I'm sorry?
A (The Witness) I don't believe so.
Q Is Mr. Nicks required to provide an accounting as to how he spends his time, each day, to the Department?
A No.
Q Is Mr. Nicks' - is Mr. Nicks evaluated for his work performance, by the Department?
A No.





Q Who supervises Mr. Nicks, on a daily basis?
A Chief Dodds. It was - is who - is who he reports to, within the - I guess the time - timekeeping system.
Q And who is that?
A That - that - he's our Interim Fire Chief, currently. He was previously our Chief of Staff.
Q So the Fire Chief is Mr. Nicks' technical supervisor?
A Yes.
Q To your knowledge, does Mr. Nicks have scheduled interactions between him and Department officials?
A Yes.
Q Are they regularly scheduled, on a - a regular basis?
A There are some that are regularly scheduled.
For instance, we have a Chief Officer's workday that - every - every quarter. All Battalion Chiefs, and - and higher ranks, are required to - to attend.
Of - of - of course there could be something that conflicts with that, and he may not be at that - that particular event - event, but he's supposed to, unless he's - unless he's got an excuse - a - a valid excuse.





Day-to-day? No.
Q So it's your understanding that there's one quarterly meeting that is required to be attended by certain people, including Mr. Nicks.
Is there any other required interactions between Mr. Nicks and Department officials?
A Yes.
We have a - a - some - something called LMI, the Labor Management Initiative. We - we - we meet - I'd say it's quarterly or monthly. I can't - can't remember. I think it's monthly. And he's required to be at that.
Q So one monthly meeting for LMI, and another quarterly meeting. What was the purpose of the quarterly meeting?
A Oh. That's their Chief Officers Workday. And because he's a Battalion Chief. That - that has nothing to do with him being the President. It has to do more with his - the rank that he holds, in the Fire Department.
Q I understand.
Are there any other meetings, apart from the LMI and the - the Chief Officers' meeting that Mr. Nicks is required to attend?
A The - the rest would be as-needed.
Q Can Mr. Nicks be removed from his position as





the AFA President, by the Department?
A No.
Q Turning back to the CBA, Section 1B2 requires some prior approval before using ABL.
Does Mr. Nicks need any prior - prior approval before he can use ABL?
A No.
Q All right. Section 2C says that the AFA President can be required to return to duty if "an emergency situation exists".
To your knowledge, has Mr. Nicks ever been required to return to duty for an emergency situation?
A No.
Q What would an emergency situation be?
A Well, I - I - I guess you could imagine a lot of different things, but if - if there was a September 11th type event that occurred in Austin where you lost a significant part of your workforce in a - in an emergency, I imagine we would be all hands on deck, and we would - we would recall multiple individuals, including the Union President from his position.
Q Was Mr. Nicks recalled for the most recent flooding incident?
A No.
Q Was that an all hands on deck response?

A No.
Q Section 2C also says that the AFA President can be assigned special projects, at the discretion of the Fire Chief.
A (Witness nodded head up and down.)
Q To your knowledge, has Mr. Nicks ever been assigned a special project by the Fire Chief?
A No.
Q Okay. And what would a special project be?
A I - I would say, again - just trying to imagine the things that it could have been - or could be - is if there was something - you know, he's worked on committees before - before. I won't say at the direction of the Chief, but - but they were committees that the Chief put management members on. He chose the - the labors - labor committee members, and we put it together.
Now the Chief could direct him, to say, "No. You will be a part - a part of this, and you will - will lead this," but that hasn't happened, in those words.
Q So, to your knowledge, he's never been directed to perform a special project for the Department?
A Not to my recollection.
Q Do you know if the use of ABL has ever been disapproved for Mr. Nicks?
A I am not aware of any instance where it's ever





been disapproved for - for Chief Nicks.
Q Do you know if Mr. Nicks uses ABL for political activities?
A Yes.
Q Okay. What sort of activities are those?
A He will meet with Council members. He will talk - talk to them about elections.
And, I mean, they actually - I won't say - I won't say sponsor - but they - they will choose candidates that they believe best support their ends, and - and you'll see them on billboards around town.
Q You'll see - I'm sorry. You'll see Mr. Nicks on billboards around town?
A No. It will say "Austin Fire Fighters support" - whichever candidate.
Q I see.
So, to your knowledge, Mr. Nicks will be representing the Austin Fire Fighters Association in endorsing candidates for political office?
MR. BIRRING: Objection. Form.
MR. STEWART: The same --
A (The Witness) Yes.
MR. STEWART: -- objection.
A (The Witness) And that's the word I was looking for, was endorsing.





Q (Mr. Riches) Gotcha.
And is Mr. Nicks engaging in these - in these meetings while using ABL?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Yes.
Q (Mr. Riches) And, to your knowledge, is Mr. Nicks using Association Business Leave to - to endorse candidates?
A Yes.
Q Do you know if Mr. Nicks uses ABL for lobbying activities?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Yes.
Q (Mr. Riches) What sort of lobbying activities are those?
A Ones I'm aware of, that - that - those that promote fire fighter health and safety issues.
Q And when you say lobbying activities, is that taking positions for or against legislation?
A Yes.
Q Is that done at the - for State - for State laws?
A Yes.





Q And, to your knowledge, does Mr. Nicks use ABL to engage in State lobbying activities?
A Yes.
Q Do you know if Mr. Nicks also uses ABL for lobbying activities at the local level, here in the City of Austin?
A Yes.
Q And does that include taking positions for or against certain ordinances that the City is considering?
A I believe it would. I'm not - I can't think of any, off the top of my head, as I can at the State level, but yes.
Q And, to your knowledge, does Mr. Nicks use ABL to lobby for legislation, within the City of Austin?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) I believe so.
Q (Mr. Riches) All right. Do you happen to know if Mr. Nicks is registered as a lobbyist?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) I don't know.
Q (Mr. Riches) Turning to Section 1B2 of the agreement.
This section applies to what are labeled

Authorized Association Representatives. Do you know what those are?

A I'm sorry.

Q Oh, I'm sorry.

A Again, I was - I was reading that part of it again.

Q Oh. Sorry about that.

A No. Go ahead.

Q Section 1B2 refers to Authorized Association Representatives?

A Yes, sir.

Q Do you know who Authorized Association Representatives are?

A Anybody that the - that the associate (sic.) designates to be a representative.

Q Anybody at the AFA designates as a representative?

A Yeah. And you - and - and when I say that, it's usually - it would generally to mean by Chief - Chief Nicks or the EBoard.

Q So, to your knowledge, can - can Chief Nicks unilaterally, or on his own, designate an Authorized Association Representative?

A I believe so.

Q Or the AFA Executive Board can designate an





Authorized Association Representative?

MR. BIRRING: Objection.

A (The Witness) Yes.

MR. BIRRING: Form.

A (The Witness) Yes.

Q (Mr. Riches) Do you know if the Department has any say in who is designated as an Authorized Association Representative?

A I don't know if we'd - if - if you classify - if I'd classify it that way.

I think it would be more of we could object to someone that - that - that we may consider to have a conflict of interest in a given situation, and can say that, "We don't believe that that individual should be a rep in this particular situation."

Q Maybe you could explain what that means a little better. Provide an example?

A So, for instance, if - if the AFA designated someone - another Union member - to be a representative in a disciplinary hearing, but yet we knew that there was a chance that that particular individual could have information pertinent to that investigation, we would object to him being a representative in the room where he could hear other people's testimony, and so we could say, "No. You can't have that member present for these





hearings. You'll have to get another member in here."

And we've done that in the past.

Q Okay. So on a situational basis, the Department might object to certain ABL authorized Association representatives?

A Yes.

Q But broadly speaking, can the Department object to who the AFA wants to designate as an Authorized Association Representative, to use ABL for other purposes?

MR. BIRRING: Objection.

MR. STEWART: Objection.

MR. BIRRING: Form.

MR. STEWART: Form.

The same objection.

A (The Witness) Broadly, no - no. Specifically, yes. I had - like I had just mentioned.

Q (Mr. Riches) I understand. Thank you.

In Section 1B2, it says that, "ABL may be used for Association business activities that directly support the mission of the Department or the Association."

Does that mean ABL can be used by Authorized Association Representatives for either activities that support the Department or the AFA?

A Yes.

Q Can ABL be used for activities that exclusively





support the mission of the AFA?

A Yes.

Q Subsection - actually, I think we've covered this.

Subsection 1B2 identifies certain uses for ABL, including negotiations, grievances, dispute resolution, addressing cadet meetings, and attending Union conferences.

Are those the only activities that other Authorized Association Representatives can use ABL for?

A Let me think about this here.

MS. VAHL: I'm sorry. Can you repeat the question?

Q (Mr. Riches) Can Authorized Association Representatives use ABL for activities, other than those that are specifically outlined in 1B2?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) I would say that yes, it could. It could.

I can't think of any instances of - of - of what I mean - mean by that, but I - as I see that list, I'm thinking there's probably always one thing that we didn't consider that it could be approved for.

Q (Mr. Riches) Do you know - can you identify any

of those --
A Yeah.
Q -- other --
A Sure.
Q -- activities?
A I - I could - I - just thinking of one that's - that's going on right now that I'm - I'm not seeing where it would fit in that, is they have - they've assigned fire fighters to work on committees. One, for - for instance, is looking at the particular shift period that we have right now, and whether - whether they would recommend changing it, or - or keeping it, and they're collecting information for that.

So that, I would think, falls outside of those, but it is something that - that ABL would be granted for.

Q Okay. If you could help me kind of understand a little bit as to what these activities are that are specifically identified.

What is - what is the grievance procedure, and how would ABL be used, during that process?

A So if, for instance, there was some action that management took in the Fire Department, that the Union disagreed or believed - believed to be a violation of the contract, they - they - and usually brought by a member,





so someone is wronged - they will then go to the Association, the Association will confer. I think they actually have some - some paperwork that they have to do to make - make sure it meets certain criteria.

And then, if the grievance goes forward, they help the member file the grievance, and represent them throughout the grievance.

Q When you say "they", do you mean the AFA?
A Yes, sir.
Q So the AFA is representing a member with a grievance brought against management, or somebody from the Fire Department?
A Yes.
Q During the grievance procedure, is there hearings, or how does - how does that work?
A So there's a - there's a - a - a grievance process, but yes. There - there will be a point where they'll present something to the Fire Chief; the - the Union - the member may or may not be present; the - the representative will - will be there; they'll present their case; and then the Chief will make a decision on it, one way or another.
Q Is the Fire Department - does the Fire Department have representatives for management, during the grievance procedure?





A Representatives for --?
Q For management.
A For management?

Well, I mean, we have our - our City legal team that - that we - we will confer with, to determine - determine interpretation of the contract and whether or not we're operating with - within the bounds of it.

Q Would you characterize the grievance procedure as one in which the AFA member, bringing the grievance, is in a position that's adverse to that of the Department?
A That's --

MR. BIRRING: Objection. Form.

MR. STEWART: The --

A (The Witness) Yes.

MR. STEWART: -- same objection.

A (The Witness) I mean, there have - there have been instances. Are you looking for a specific one?
Q (Mr. Riches) Sure.
A Assignments to positions. The - the Department is required to post positions a certain number of days day - days before we close them and award positions.

In the past, we've had members that were coming out of staff locations that felt that they weren't given due consideration when that position was awarded, and they'll - some - on - sometimes cite that we didn't





follow the - the process outlined in the contract or within policy, and they'll - they'll bring a grievance forward.

Q So if I understand it correctly, a decision has been made by the Department, with respect to some personnel policy, and an AFA member is bringing a grievance against the Department for a decision that was adverse to that AFA member?
A Yes.
Q And during that process, the AFA member is represented by the AFA, or by a representative of the AFA?
A Yes.
Q And to your knowledge, is ABL used for that process?
A Yes.
Q The provisions of Section 1B2 also identify dispute resolution proceedings as a permissible use of ABL? Do you know what those are?
A I'm sorry. Let me look. If I get context.

The dispute team - dispute resolution proceedings.

I believe it would be along the same - same line - lines of what I was - what I was talking about, where it - where it might not actually rise to the level of a official grievance - grievance, but could be a

dispute - a dispute, and so they will - they will interject for the member there.

Q And during that process, is the position of the AFA generally different from or adverse to that of the Department?

A It - it varies, and to different degrees.

There are certainly times where it - it could be - we could be diametrically opposed, and we - we hold steadfast on our beliefs, as - as they do, and there's other times where we - we reach compromise.

Q It also looks like addressing cadet classes is a permissible use of AFA. What's - what's the purpose of that?

A So when cadet classes are preparing to graduate, we allow the Association to have - I think it's up to four hours to - to talk with the - the cadets before - that - that will be headed out to the stations, and they talk to them about becoming members of the Association.

Q Would you characterize that as a recruitment activity for the AFA?

A Yes.

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

Q (Mr. Riches) And then the last area identified - at least in this section - is attending Union





conferences and meetings?

Do you know what - do you know what sorts of conferences that refers to?

A (The Witness) So I believe that they have a - a big conference every year with the IAFF, or the International Association of Fire Fighters, the - the national level, and I believe - believe they send representatives there.

That would be an example of such an instance.

Q Okay. And it also refers to meetings. Do you know what meetings that section is referring to?

A Yes.

So they - they have a - they have a monthly meeting, general membership meeting.

They also have EBoard meetings that they conduct more often, and then, of course, they have meetings that they - they call, as necessary.

Q So these are internal meetings for the AFA?

A Yes.

Q Are City Department representatives, acting in their Departmental roles or management roles, also present during these meetings?

A At times, but not always.

Q And, to your knowledge, can Association Business





Leave be used for the attendance of AFA meetings, as well?

A It can be.

Q The Section 1B2 also outlines certain legislative and political activities that can be done, and it says, specifically, that legislative or political activities at the state and national level, ABL cannot be used for, unless those activities relate to wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit.

Does that mean that ABL can be used by Authorized Association Representatives at the state and national level, if those activities relate to wages, rates of pay, hours of employment, or conditions of work?

A Yes.

Q And, again, that restriction doesn't apply to the AFA President. Is that correct?

A That - that's correct.

Q And can A- - can ABL also be used by Authorized Association Representatives to engage in legislative and political activities that affect fire fighter safety at the local level, here in the City of Austin?

A Yes.

Q All right. I would like to mark Exhibit 3.

MR. RICHES: Actually, here. (Indicating) It will make life easier.





(Exhibit Number 3 marked.)

Q (Mr. Riches) All right. Do you recognize this document?

A (The Witness) Yes, I do.

Q And what is it?

A It is our General Order. Our - our internal policy regarding Association Business Leave.

Q It looks like it has an effective date of September 1st, 2011 on it.

To your knowledge, is this policy still in force and effect?

A Yes.

Q If you'd look at Section IV, it indicates that "Members must notify the Association President, via e-mail, of their request for ABL".

Does "members" refer to members of the AFA?

A Yes.

Q Does that mean that non AFA members can't use ABL?

A I - I believe that they can use - use ABL, or at least I - I - I believe that they have, in the - in the past. Or at least have - have attempted, and we didn't - did not not - or did not approve it.

Q All right.

I'm sorry. So you - there has been

instances in which non AFA members have used ABL?
A Yes.
Q And was that use approved by the Department?
A Yes.
Q Okay. Do you remember in - what the circumstances were?
A So there - there is a - an - an African-American Fire Fighters Association. I believe it's the triple A FFA. And their President, I believe, is not a - an - a 975 Association member, and he has used A- - ABL time before.
Q Do you - do you recall what he used it for?
A Cadet Oversite Committee meetings, being - being one - one such thing.
Q What's that?
A So while - while we have cadet classes going on, there is a committee that meets every Thursday to discuss the performance of cadets for the previous week, and - and how they're progressing through - through the Academy.
There is usually a 975 member that - that sits on that - that committee, that listens to the reviews by the - our team leaders that are over the cadets. A - the cadet lieutenant, a cadet captain, and it - basically that entire cadet - that cadet's entire chain of command.
And so the Union representative is -





listens in on it. May have input.
And the African American Association, our only active affinity group, also has a representative there.
Q All right. Section IV A says that the AFA President has to first approve ABL requests. Is that also your understanding?
A Yes, sir.
Q Subsection IV B then says that the request is forwarded to fire headquarters. What's fire headquarters?
A That's where I work, and so it's - it's a actual building now, but - but I think here it says - it's talking - I mean, regardless of where the building is, it's the group.
It's where our - our command staff generally quarters.
So the Fire Chief will be there, the Assistant Chiefs, the Assistant Director, all of the administrative staff, will be at the - at - at fire headquarters.
Q A head check.
A Yes.
Q It then - it then says that the request is reviewed by "the designee of the Fire Chief". Who is that?





A That would be me.
Q That's you.
So you - and then Section IV B indicates that you, or the designee of the Fire Chief, has to verify that the requested ABL is authorized by the CBA. How do you go about that process?
A So - and again, I've been - been reviewing these since February, and I - I try to really scrutinize them.
Generally I will - if I have a question about it, but if it's not clear that it falls within what you see here in Article 10, I will contact Chief Nicks and - and inquire about, "Hey. We've got this going on. Are you approving ABL usage for this?"
If - if he says it is, and we feel like it's not clearly outside of what Article 10 states, then - then we'll approve it.
We have, on occasion, turned it down and just said that we - we - because we felt like it was in conflict with what - what Article 10 states.
Q How many occasions did you determine that ABL wasn't authorized by the CBL (ph.), and disapproved an ABL request?
A In - in recent history, only a - only a handful of cases, and they - and they just happened within the past month, or so.





Q How many ABL requests do you receive, pursuant to this policy?
A Oh. I - a shot in the dark. I - I do get quite a few, and of course it varies, depending on - on what - what's going on at that particular time.
To give you a hard number, I'd - I'd - I'd have to go back through my notes.
But I - I - I'd say I get at least three or four a week. On average.
Q If you could put an estimation on it, what percentage of those would you say have been disapproved, during your time as the designee?
A A very low percentage. Maybe two or three percent. The - the question would be much higher.
Q I understand.
At Section IV C then goes on to indicate that requests for ABL received by noon three days - three or more business days in advance of the requested time off are automatically approved, subject only to operational needs of the Department.
What does "automatically approved" mean?
A So if - it - it's not automatic, in the sense that - that you suddenly go, "Oh, well. It's - it - regardless of what the request is for."
No. It still has to - has to fall within

the - the bounds of - of Article 10. What he's talking more of - of what's - that's actually addressing more is with regard to staffing.

Q I see.

So even if you - even if a request is received, three or more days in advance of the requested time off date, you still review it to ensure it complies with the terms of the CBA?

A Yes.

Q Does this policy apply to Chief Nicks' use of ABL?

A So - so - I mean, so a little difficult - difficult to say. I'd say yes, it does, but he doesn't follow this - this process.

Because he's assigned to a forty-hour workweek position, that he doesn't have to turn leave request in for, that would not apply to him.

Q So nobody in the Department reviews Chief Nicks' use of ABL?

MR. STEWART: Objection. Form.

MR. BIRRING: Objection to form.

A (The Witness) No.

Q (Mr. Riches) Okay. Are you doing all right? Do you --

A Yes.





Q -- need a break? All right.

I would ask that the Court Reporter mark - what are we on? Exhibit 4?

I'd ask that the Court Reporter mark Exhibit 4.

(The Reporter asked the Witness to speak louder.)

(Exhibit Number 4 marked.)

MR. RICHES: Does everybody have one? (Indicating)

Q (Mr. Riches) All right. I've handed you a document that, at the top, is labeled Association Business Leave 2012. Do you recognize - do you recognize these reports?

A (The Witness) Yes.

Q And what are they?

A So this is a report that - that my staff compile based upon what's turned in to - in to BCT, in to the Battalion Chief's timekeeping system.

Q How often do you review these reports?

A The - this actual report is quarterly. It's quarterly.

Q Do you have any role in preparing the report?

A Approving the leave request that actually end up here, I've taken --





(The Reporter asked for a repeat of the Witness' answer.)

A (The Witness) Oh. I - I actually review the reports - or not the reports, but the requests for leave that start the process to get it in to this form, and then the person that actually prepares these is a direct report of mine.

Q (Mr. Riches) Who is that?

A Carlin Chaney (ph.).

Q I'm sorry. One more time?

A Carlin Chaney (ph.).

Q Carlin Chaney (ph.).

And do you generally know the process by which these are prepared? And, if so, can you kind of walk us through that?

A Yes. So Carlin (ph.) will use the - again, the aforementioned Battalion Chief's timekeeping system, or BCT, to - to bring out reports.

So as BC timekeepers actually put in the time, or - or recording time in - in each member's - you know, in their - name in the - in the system, that that name could be filtered out. It's like an Excel spreadsheet.

Q Okay. If I could direct your attention to the page that's labeled COA 0018 at the bottom?





And at the top it says Association Business Leave 2017?

It looks like there is a box, on the left-hand side, the second box down, that is labeled "Hours by Reason". Do you know what that is intended to capture?

A Yes.

So it's - it's - the specific items that you see listed there, such as the Association President, the addressing cadet class, is actually breaking those hours out - out for you, they - quarterly.

Q Now it looks like the usage of ABL is broken out for certain categories of hours, but is not broken out for the Association President.

Are the Association President's hours broken out, in terms of how they are used?

MR. BIRRING: Objection. Form.

A (The Witness) No.

MR. STEWART: The same objection.

A (The Witness) No.

Q (Mr. Riches) So they are just captured as time that the Association President is using ABL, without any further category - categorization?

A Yes.

Q And then for the hours that are broken out, who

did that apply to?
A Everyone else.
Q So only the Association President does not have to categorize his hours or his use of ABL hours.
MR. BIRRING: Objection. Form.
MR. STEWART: The --
A (The Witness) Yes.
MR. STEWART: -- same objection.
Q (Mr. Riches) Okay. It looks like, in terms of Collective - I'm sorry. Let me - let me step - let me back out for a minute. We addressed most of these.
One item that we haven't discussed is the Grievance Committee. Do you know what that is?
A (The Witness) Yes. I do.
Q And what is that?
A So as I was explaining earlier in the grievance process, if a - if a member believes that they have - they have been wronged, in some way, and they - they think it rises to the level of a contract grievance, they'll prepare information that goes before a Grievance Committee to determine whether or not that will be something that the Association will support.
Q Got it.
For Union conferences, you indicated that these can be national Union conferences, or otherwise.





Are these conferences private? Hosted by private organizations, to your knowledge?
A No.
I - I - it - that's difficult - it's difficult for me to - to - I guess to answer that in - in full.
I - the ones that I know about are ones that are typically hosted by the International Association of Fire Fighters, and whether that would be considered private or public, I'm - I'm - I'm not sure.
Having - having been an Association member, I - of course I could go - I could go. I - I don't know if anybody else could. I just don't know the answer.
Q I guess when I say - I guess when we say private or public, we mean - do I mean are they controlled by a private organization or by a governmental entity?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Again, the International Association of Fire Fighters, I don't know where exactly they would - they would - they would fall, as public or private.
Yeah. I don't - I don't know exactly how to answer that, so --.
Q (Mr. Riches) Okay. And finally, there's a -





there's a catch-all category for Other Association Business. Do you know how that is defined?
A Anything that's not in the categories listed - listed above.
Q Who gets to determine what Other Association Business is?
MR. STEWART: Objection. Form.
A (The Witness) I would say it's - it's probably a combination of things.
One, the - you - when they're talking about bargaining that, of course, is an easy category to - to defer things in to. It's like we were - we were bargaining, and all those hours are captured.
The - the - the catch-all thing that - about, you know, if you were assigned to like a committee, that I was talking about earlier, that actually was looking at hours of work, and whether or not our shifts should change at 7:00 in the morning, as opposed to noon, those would be thrown in to the - the Other Association Business, but if it turned in to a big topic, I mean, it may have its own - it may get its own category.
I guess it's - it's - it's really everything that doesn't fit in to one of the broader categories, and how that's determined - determined, by the Union President or us, it could be either.





Q (Mr. Riches) So the Union President can determine what Other Association Business is?
MR. STEWART: Objection. Form.
A (The Witness) By default.
MR. BIRRING: Objection.
A (The Witness) By default. Sure.
Q (Mr. Riches) Does the City have a say in what Other Association Business, what activities might be performed for Other Association Business?
MR. BIRRING: Objection.
MR. STEWART: Objection.
MR. BIRRING: Form.
MR. STEWART: The same objection.
A (The Witness) Yes.
Q (Mr. Riches) And what's - what's the City involvement there?
A So, again, that would be - that would be my part.
So - so if - if there was something that doesn't fit in to those categories that obviously fit within the definition of - of what Article 10 says Association Business Leave is, I - I review those.
And, again, about a month ago I had one that I felt fell clearly outside of it. It was political, in nature, and - and I declined those. Or refused to

approve.
Q So it's your understanding that Other Association Business are activities that are not already specifically identified, and are not - wait. I'm sorry - and are permitted by the CBA?
A Yes.
Q So the only items that would not be approved for Other Association Business are activities that would violate the terms of the CBA?
MR. STEWART: Objection. Form.
MR. BIRRING: Objection. Form.
A (The Witness) Or didn't fall within the guidelines of the C- CBA. I mean, violate or not falling within. It - it could be either way.
Q (Mr. Riches) So is it only those - so is everything else, that is not otherwise permitted by the CBA, a possible use of Other Association Business?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Can you ask that again?
Q (Mr. Riches) Sure.
For all activities that aren't specifically prohibited by the CBA --
A Uh huh.
Q -- could those activities be Other Association





Business that's identified here?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) Yes.
Q (Mr. Riches) Who's directing the activities of AFA members, when they're engaged in other Association business?
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) It would fall under Chief - Chief Nicks' responsibility.
Q (Mr. Riches) Is the City directing their activities, at all --
MR. BIRRING: Objection. Form.
Q (Mr. Riches) -- while they're engaged --
MR. STEWART: The same --
Q (Mr. Riches) -- in --
MR. STEWART: -- objection.
Q (Mr. Riches) -- other Association business?
(The Reporter asked for a repeat of the question.)
Q (Mr. Riches) Is the City directing the activities of members using ABL for other Association business?
MR. BIRRING: Objection to form.





MR. STEWART: The same objection.
A (The Witness) No.
Q (Mr. Riches) It looks like a pretty large percentage of all of the approved hours is for Other Association Business. Do you know why that's the case?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Simply because it was activity that didn't fall under the - in the - one of the headed categories there, or labeled categories.
Q (Mr. Riches) All right. We're going to turn back to this one, so maybe if you just want to set it aside for a moment?
MR. RICHES: And I'll ask that the Court Reporter mark Exhibit 5.
(Exhibit Number 5 marked.)
MR. RICHES: Does everybody have an Exhibit 5? (Indicating)
Q (Mr. Riches) Okay. So I've just handed you a report that's labeled 2018-8-8, Formsite ABL Data Dump.
Have you ever seen these reports before?
A (The Witness) Yes.
Q And what are they?
A So the - the form, that's referenced in the policy that we just looked at, this is this - is - this is





all the - all the data that it - you know, when you fill it out and submit it, it goes - it goes in to a spreadsheet that's - that's collected and - and forms this. (Indicating)
We use a system called Formsite. That's a software. You build a form and launch it, and then - and then it has a work flow so that if you sit - if you submit it saying, "I want to use ABL for these purposes," you fill out the form, you hit Submit, it gets e-mailed to whoever you want it to be e-mailed to.
And so that's how I get the notification, "Hey. This - this - this is being requested."
I'll then fill that - fill my portion of the film out - or form out, either approving or denying it. I may put notes in it. And - and I'll hit Reply, and the - and the e-mails go back.
Part of that goes in to this Formsite system, and - and we collect the information that you see here. (Indicating)
Q So if a Authorized Association Representative wants to use ABL, they fill out a pre-approved form --
A Um hum.
Q -- that the City has prepared. Is that correct?
A Yes.
Q And then they submit that form. And who's the

first person to review that?
A So usually, when - when it - when it ever - and there's three different types of leave that - that fall into the same system. There's ABL, there's something called Assignment Leave, and there's something called Supplemental Leave. A --
(The Reporter asked for a repeat of the last part of the Witness' answer.)
A (The Witness) Supplemental Leave.
And so ABL, obviously we - we know what that's for.
Supplemental leave is - is when a member sees training that they would like to attend, and it happens while they are on duty, that furthers the - the interest of the Department, they can make that request.
Supplemental is the very lowest priority for us, when it comes to - to leave approvals, because it's not something that the Department sponsored, and it's not something we're contractually obligated to - to participate in.
And so those - those may or may not get approved. And actually there's a lot of them that don't get approved, for supplemental leave.
Assignment leave is training that the Department is mandating. In order to - to be able to





track it, we have members turn in leave saying, "Hey. I'm going to be on duty that day, but if you want me to go to that training, I need the first four hours of the shift off to go to the school."
It gets - it gets turned in. So it gets tracked in to this system, too.
Each of those have a workflow, and - and a - and a process that they go through.
ABL typically is - is - is straight to the Assistant Chief, and then there's a secondary notification to the member - member's direct supervisor - or not direct supervisor, but their BC timekeeper so that they know, "Hey. There's a ABL leave request." It's usually just a notification for them, because they're not in the approval process. Only the Assistant Chief over Operations is.
Each of the others have different workflows, but they're all similar.
Q (Mr. Riches) So for ABL, that request goes directly to the Assistant Fire Chief? Who is that? Is that Mr. Nicks?
A No. That's --
Q Okay.
A -- that's me.
Q Okay.
A But the Battalion Chief will also get notified





that there is a request for ABL.
Q Are those requests reviewed, in the first instance, by Chief Nicks, pursuant to the E111.2 policy?
A Not in Formsite, it's - it's - it's not.
He - if you - if you look at the policy, he's required to get approval from them via e-mail. So he - they would send an e-mail going, "Hey. I would like to attend the meeting. Is it okay?" He goes, "Yeah. Go ahead and turn in an ABL request for that." That's his approval.
Then the member has to use the departmental form, so - to - to I guess complete the request.
Q I understand.
And then that form is routed directly to you.
A And their - and their immediate supervisor.
Now - and I say that.
But so the immediate supervisor - not immediate supervisor - but the timekeeper actually just sees the request is made. They don't have any approval or - or disapproval authority. Only - only I do, in the - in the instance of ABL.
Q Okay. And then the data reflected in these reports are information from those ABL forms that have been reviewed and approved by you and the others you





mentioned.
A Yes.
MR. BIRRING: And can I object to one thing?
MR. RICHES: Sure.
MR. BIRRING: There are annotations on here. Could we just have the record where the highlighting --
MR. RICHES: Sure.
MR. BIRRING: -- pieces?
MR. RICHES: Yeah. There's highlighted marks throughout Exhibit 5, which Plaintiffs' Counsel has added to the documents to make them clearer for the Witness.
MR. BIRRING: Okay.
MR. RICHES: Those were not in the original reports.
Everything else is in the same form that we received them.
MR. BIRRING: Thanks.
MR. RICHES: Thank you.
MS. VAHL: Is now a - a good time to take a break? I know we're getting to the lunch hour.
I don't know if you're done with this subject examination, but --

MR. RICHES: This is probably a good - this is probably a good time, because we're going to get in to some detail here, and it would probably be better if someone has got some food in them.

(Recess for lunch at 11:48 a.m. to 1:00 p.m.)

Q (Mr. Riches) Chief, you doing good?

A (The Witness) Yes.

Q Okay. All right. Well, let me get back on the record.

All right. When we had left off, I had handed you what has been marked Exhibit 5, which is a series of reports that is labeled ABL Data Dump, ABL requests under the current Collective Bargaining Agreement.

We reviewed - we reviewed all the requests here and counted about 956 of - 956 separate requests requesting ABL for Authorized Business Representatives, and it looked like all but twelve of them were approved, which would be about 99 percent of them. Does that generally sound accurate to you?

A It - it - it does.

Q Okay. I want to show you a few specific categories of entries, and some of them there's multiple entries, so we'll figure out the best way to do that.





But let's just start, one-by-one for now, and if we need to group them later, we can.

If you wouldn't mind turning with me to 867 Echo? Little e? There's a entry under - it's highlighted, in the version that you have. That - that February 3rd, 2018 entry for a monthly PAC Board meeting? Do you see that one?

A Yes, sir.

Q And the request was made by Thomas Madison?

A Yes, sir. I see it.

Q Do you know what that was for?

A It was to attend the monthly PAC Board meeting.

Q Do you know what category that falls into on the Hours by Reason, that's reflected in Exhibit 3?

MR. BIRRING: Objection to form.

MR. STEWART: The same --

MR. BIRRING: Which is --

MR. STEWART: -- objection.

MR. BIRRING: -- 3, again? Oh.

Q (Mr. Riches) Oh, I'm sorry. I believe it's actually Exhibit 4, because we had two - two Collective Bargaining Agreements.

MR. BIRRING: So objection to form to that question.

A (The Witness) Okay. Yeah. I believe it would





fall under the Other Association Business.

Q (Mr. Riches) Other Association Business.

If you would flip to Foxtrot, little f, Foxtrot, again a entry from December 2nd, 2017 made by Thomas Madison, also for a PAC Board meeting? Is that the same category of ABL use?

A Yes, sir. I believe it would be.

Q If we could turn to g, or Golf?

There's an October 6th, 2017 meeting, again for a PAC Board meeting. Is that also the same category of ABL use?

MR. BIRRING: Objection to form.

The same as before.

MR. STEWART: The same objection.

A (The Witness) Yes.

MR. RICHES: What's the - what's the basis for the form objection?

MR. BIRRING: I guess there's an assumption that it has to be within just a specific category.

Is the question asking which one of these would it show up in --

MR. RICHES: Yeah.

MR. BIRRING: -- in the --

MR. RICHES: The question is asking --

MR. BIRRING: -- on this report?





MR. RICHES: -- which of the hours, by reason, that's reflected in Exhibit 4, that we just discussed, would the - would these ABL entries fall in to.

MR. BIRRING: Okay.

MR. RICHES: Is there anything else?

MR. BIRRING: No.

Q (Mr. Riches) Okay. If we flip to i, India, there's a July 27th, 2017 meeting, again by Thomas Madison, and it's for a PAC Board meeting. Is that also the same category of ABL use?

A (The Witness) Yes.

Q And then we have - flipping to n - the 12-6, 2016 entry? Is that also the same category of ABL use?

A Yes.

Q And the very next page, o, or Oscar, the highlighted entry of November 8th, 2016?

A The same question?

Q Yeah. The same question. Does that also fall under the same ABL --

A Yes.

Q -- categories?

And then we'll go - actually, the next five pages, starting with p, and there's an entry at September 2nd, 2016. Is that the same category of ABL use?

A Yes.
Q On Page q, or Quebec, there's two separate entries. One is for August 1st, 2016, and the other is for July 8th, 2016.
Do both of those fall into the same category of ABL use?
A Yes.
Q And the next page, r, there's an entry on June 7th, 2016?
Does that entry also fall in to the Other Association Business for use of ABL?
A Yes.
Q The next page? S, or Sierra, there's two separate entries: one on May 2nd, 2016, and the other on April 7th, 2016.
Does that fall in to Other Association Business for ABL use?
A Yes.
Q And then the final entry in to this category of records is on the next page, t, or Tango, for March 7th, 2016 made by Matt Cox.
Does that also fall in to Other Association Business?
A Yes.
Q Okay. Is it your view that these meetings





advance the Department's mission or the AFA's mission?
MR. STEWART: Objection. Form.
MR. BIRRING: The same objection.
A (The Witness) It could be - it could be both.
Q (Mr. Riches) Okay. What would the attendance at a Political Action Committee meeting do to further the Department's mission?
MR. BIRRING: Objection. Form.
A (The Witness) So if there was a - again, a - and I'm - I'm shooting here. I don't know that this has ever happened, or not.
I'm just saying if there was a particular candidate, possibly - possibly, that - that - that the AFA was trying to elect, that - that supported fire fighters', in - in - topics, in general.
Something like talking about cancer - cancer - cancer research, cancer funding, cancer programs, things like that, that it could benefit the Department, as well.
Q (Mr. Riches) Help me understand that a little better.
Is there - are you saying that there's certain candidates that the AFA would support or oppose, that would also benefit the Fire Department?
A (The Witness) I said it would have - it --





MR. BIRRING: Objection. Form.
A (The Witness) -- it has an indirect benefit. It - it could have an indirect benefit to fire fighters, in general, which could further the Department's interest - interest. If that makes sense. I --
Q (Mr. Riches) No, no. No. Explain, if you want to explain in more detail.
A No. I'm just - again, this is just shooting from the hip on this.
If - if there was a - a particular topic that not only furthered the fire fighters - that meaning the Association - but could also potentially further the Department of - for instance, saying - getting fire stations built, as - as being another topic. I know I have used cancer the first time.
But if there were fire stations that needed to be built, and there were candidates that, I guess, potentially could - could support - would support those notions, it would indirectly - well, I'm saying indirectly or directly - benefit the - the Fire Department, as well.
Q So you're saying that the Fire Department has an interest in the AFA's support or opposition to political candidates?
A No.
MR. BIRRING: Objection.





A (The Witness) I wouldn't --
MR. BIRRING: Form.
A (The Witness) -- I wouldn't say that we have an interest - interest in it. We certainly wouldn't direct anything or - or I - I guess have a - have a goal of - you know, of trying to direct an election, or anything like that.
I'm just saying there could be indirect benefits to the Department.
Q (Mr. Riches) But is the City permitted to take positions on candidates for elected office?
A No.
Q So help me understand how it's different from the Department taking a position as to the election or defeat of a political candidate, as compared to the AFA.
A And I guess the - the way I answered the question, I may have misunderstood what - what you were asking, exactly.
I think it was - the way I understood it was, was there a benefit to the Department, in some sense.
Q What I was asking - and feel free to turn to Exhibit 1, if you like, which is the Collective Bargaining Agreement?
And under Section 1B2, it talks about use of ABL for Authorized Association Representatives, and

that provision says, "ABL may be used for Association business activities that directly support the mission of the Department or the Association."

So my question was, what does the attendance of AFA members at Political Action Committee meetings support? Either the mission of the Department, or the mission of the AFA?

A And I would say that, in that particular sense, it's probably more to the AFA.

Q Okay. Thanks, Chief.

And while we're on Exhibit 1, if you read down a few sentences, it said that, "Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee.

A Yes, sir.

Q Is it your view that attendance at Political Action Committee meetings would fall within the prohibition for activities that are supported by the AFA's Political Action Committee?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) I guess my interpretation of that would be more - more direct, as - as in like doing door-to-door, I guess, endorsements of - of candidates,





and things like that, is the way I would - I - the way I interpret it, not necessarily a Political Action Committee meeting.

Q (Mr. Riches) So you're - and so you - it would be your view that attendance at Political Action Committee meetings is not prohibited by Article 10?

A That would be my interpretation.

Q Okay.

A Yes.

Q Thanks.

If we could go back to Exhibit 5, which is the ABL data dump?

On the very first page there, which is 867a, or Alpha, there's three separate entries, all for - from July 1st, 2018, and they reference "An ATX Combat Challenge Team will be competing in the Fire Fighter Combat Challenge Event, being held in Longmont, Colorado." Do you see those?

A Yes, sir.

Q Do you know what that event was?

A Yes.

That's the - the Combat Challenge Team, which is a - a competitive event where fire fighters can compete doing various - doing various - I won't say skills, but tasks that are associated with fire fighting.





So a - in a competitive - like I say, in a competitive sense. So it will be for time, racing against someone else.

So they'll pull hose, they'll climb stairs, they'll hoist things up the stairs. Things like that. It's - it's almost like a fire fighter Olympic event.

Q Do you authorize individual fire fighters to attend that, outside of the use of ABL?

A No.

Q Okay. If we could look at - so what category of records would that - or I'm sorry - what category of use would that fall in, under the Hours by Reason of Exhibit 4?

A It would fall under Other Association Business.

Q Okay. There's two other sets of records that I think are similar here.

If you look at 867b? It appears as though there's two separate entries on June 13th, 2018, also for the ATX Combat Challenge Team? Would those be the same category of records for use of ABL?

A Yes.

Q And then if you flip to g, it looks like - and maybe you can help explain the difference - but it looks like there's two other entries, one from October 13th, and one from October 11th, both in 2017, that reference a





World Scotts Fire Fighter Combat Challenge. Is that the same thing, or is that something different?

A No, sir. That's the same thing.

Q Okay. And would those also fall under Other Association Business, for the Hours by Reason?

A Yes, sir.

Q Do those activities advance the mission of the Department, or that of the AFA?

A I think it - it's another one of those that - that does both.

Q Can you explain how - can you explain how those might advance the interests of the Department?

A Sure.

If - if you'll reference our - I believe it's our goals? It talks about the Fire - Austin Fire Department's goals.

One of them is to have a - a - oh - a - well, what do they say? How exactly is it worded?

I think it's something along the lines of - of fit and well - not well.

It - it's a fit and healthy workforce, and this is certainly something that - for - promotes fitness and wellness.

Q So the purpose - the - the Department's interest in this would be to ensure that fire fighters have proper

physical fitness?
A I think it encourages proper - proper physical fitness.
Q But no fire fighters are released from their regular duties for any other purpose outside of ABL, to participate in these activities?
MR. BIRRING: Objection. Form.
A (The Witness) To participate in - in - in the Combat Challenge, itself, or wellness activities, in general?
Q (Mr. Riches) Yeah. Combat Challenge, itself.
A No. This - it's - it's just the - the Combat Challenge.
Q But it - and why would ABL be necessary to participate in this, rather than just releasing a fire fighter on some other form of leave?
MR. BIRRING: Objection. Form.
A (The Witness) So that was something that - that we had discussed with Chief Nicks, about whether or not he'd be willing to - to support - to support this, and he - he actually said that, yes, that he - he believed it - it furthered both the mission of the Fire Department and - and the Association, and I think he set aside three hundred hours of - of ABL specifically for this program.
Q (Mr. Riches) So this was an example where the





Department went to Chief Nicks and asked that ABL be used specifically for this purpose?
A I think actually the fire fighters did. If I remember how that actually transpired, it was the fire fighters went to it because of - we were in such dire straits with overtime, in general - in general, that - that having something like this, where we were - we were paying fire fighters to work overtime to go participate or backfill for it, the Department couldn't - couldn't justify doing - doing it on - on its own, and so that was something they went to him and said, "Could we do this". He believed it fit.
We couldn't argue that it didn't, because it's certainly part of our goals, and - and it's been approved since.
Q Could fire fighters have been offered unpaid leave to participate in this sort of activity?
MR. BIRRING: Objection. Form.
A (The Witness) Or they could have taken vacation. So yes.
Q (Mr. Riches) Okay. Turning back to Exhibit 5? If you could flip to 867b? There's an entry at June 14th, 2018 for a fishing tournament setup. Do you recall what that activity was?
A Yes.





So it's - it's exactly as it says. The fishing tournament is set up, and the fishing tournament is a - an event that the Austin Fire Fighters Association sponsors, and it's to raise money for cancer.
Q And so the use of ABL is to assist in a charitable activity of the AFA?
A Yes, sir.
Q Does this also fall in to Other Association Business for the Hours by Reason that's reflected in Exhibit 4?
A Yes.
Q There's a - three other similar entries there, and I'll ask you to flip to j.
There's one from June 16th, 2017, and it's "Attend annual fishing break as Board member of Relief and Outreach."
Is that the same fishing tournament?
A Yes, sir. It is.
Q And is that also categorized as Other Association Business?
A Yes, sir.
Q And the next page, on k, there's an entry from April 18th, 2017, "Request time off to attend AFA Fishing Tournament for Relief and Outreach."
Is that the same fishing tournament?





A Yes, sir. It is.
Q And that's also Other Association Business?
A Yes.
Q And on m, two pages there, and it looks like there's a - two entries, one for January 25th, 2017, and one for January 19th, 2017, both referencing the fishing tournament.
Is that the - the same charitable fishing tournament that the AFA sponsors?
A Yes, it is.
Q And that also falls in to Other Association Business?
A Yes, it does.
Q You mentioned that the AFA had - is the sponsor of these tournaments.
Is it your view that then attendance at the fishing tournament, while on ABL, advances the mission of the Department, or the mission of the AFA?
A Again, it's one of those things that they - they somewhat are - are intertwined.
Again, the Fire Department wouldn't host a fishing - a fishing tournament to raise money for cancer, but - but the Association can, and it directly benefits the fire fighters, who are on duty here, the Austin Fire Department, a lot of times, when they potentially contract

cancer.

So, again, it - it has a - it has a - a benefit and - and - if somewhat indirectly.

Q Why couldn't the Department, itself, host an event like that?

A Well, we're not set up as a - as a non- - nonprofit, and I believe there would be issues with it.

Now I say that. I've never explored that, but I would assume that would - there would be issues.

Q You mean that there - there might be issues with the City directly supporting a private nonprofit?

A Yes.

MR. BIRRING: Objection. Form.

A (The Witness) Oh. Yes.

Q (Mr. Riches) What sort of issues would you think would be raised, by something like that?

A I would not know, for sure. I'm not a - necessarily - necessarily an expert in that area.

Just in - in my mind, it - it would seem like that would be problematic for the - for the Austin Fire Department or the City of Austin to set something like that up.

Q Yeah.

In this case, though, the City of Austin





is paying City of Austin employees to participate in the very same activity, by funding ABL. So what would be the difference there?

A That it was - again, when I say - earlier, it definitely benefits the A- - AFA, with the indirect to the Fire Department.

It was time that was negotiated in a contract, and - and we felt like it fell within the - what our intent said when we approved it.

Q Okay. If we could flip back to Exhibit 5? And if we could turn to h?

It looks like there's an entry from September 12th, 2017 that references working a golf tournament as EBoard member and R&OR Board member from a Daryl Burns. Do you see that entry?

A Yes, sir. I do.

Q Do you know what that activity is?

A It is another fundraising activity for cancer, and this particular one is a - is a golf tournament.

Q Does that also qualify for Other Association Business, as reflected in the Hours by Reason of Exhibit 4?

A Yes.

Q And if you flip to p, there's an entry from September 11th, 2016. "Request leave to be able to





attend Ryan Endicott Golf Tournament".

Is that the same golf tournament?

A Yes, sir. It is.

Q And is that Other Association Business, as reflected in Exhibit 4?

A Yes.

Q Does that one support the mission of the Department, or of the AFA?

A The same answer as before. I think it - I think it's both, to some extent.

Q And I'm sorry, but one more.

And why is it that that one would advance the interests of the Department?

A For the same reasons as the - as the fishing tournament, and it's - it's to benefit fire fighters who - who potentially - well, who - who do contract cancer.

And potentially it could have been through the - their course of - of their normal duties, working - working for the Austin Fire Department and the City of Austin.

Q And what's the - what - what's the City's involvement there? Could the City independently support a nonprofit for that purpose?

MR. BIRRING: Objection. Form.

A (The Witness) I am not sure if they could or





not.

Q (Mr. Riches) Okay. The - if you could turn to Exhibit 5, 867u?

There's four separate entries - all of them are from January 16th, 2016 - for Battle of the Badges charity event; for Partnerships for Children; boxing in the charity event".

Do you know what those are for?

A Yes, sir.

There was a - another - another charity event, and in this particular case, it was a - it had, I believe - well, law enforcement, fire, and EMS departments. And so not limited to Austin, but it - also in Travis County and the surrounding areas. They had a - a boxing tournament, and the - the money, again, went to a - a particular charity.

Q Does that fall in to Other Association Business, as well, that's reflected in Exhibit 4 for the Hours by Reason?

A Yes.

Q And does that support the - directly support the mission of the Department, or the AFA, in your view?

A Again, I think both.

Q Both.

A Yeah. Both.

Q And how is it that that supports the mission of the Department?

A Well, I - I - again, you - it's - you're talking about a - a wellness issue. Boxing certainly encourages fitness and wellness.

The other - the other one - the other thing, in this particular deal, is it wasn't just for fire fighters. This was for children.

I would think that it - it fosters good will in the community, which is certainly something that's at the interests for - for the Austin Fire Department and City of Austin.

Q And - okay. If we could flip back to Exhibit 1, which is the Collective Bargaining Agreement? Article 10.

When a - when a fire fighter is using ABL to participate in the activities, some of which we just discussed in Exhibit 5, what happens to that fire fighter's position in the Fire Department while he or she is on ABL? Is it backfilled by another fire fighter, or how is that time covered?

A So it - it depends.

If - if our staffing is such that in that particular - particular day or period of time that they're asking for a - for leave, if we are plus, meaning that we are above our minimum staffing, then that individual is





just given the time - the - the time off, and there's no backfill for it.

If we are at our minimum staffing, or - then if - then, of course, if that person is off, we backfill somebody on overtime behind him.

Q Okay. So it depends on the staffing levels?

A Yes, sir.

Q And in certain circumstances, a backfill is required, without the need for overtime?

A Yes.

It takes - so even though we - we have, like I said, about a thousand people assigned to operations, on any given day it only takes - it takes 251 people to - to meet minimum staffing, so that means that there's four person - people - or four person engine companies, four person rescues, four person ladders, and - and somebody assigned to each Battalion Chief - or Chiefs - Chief Officer's position.

So that all adds up to 251 across the City.

In order to accommodate for vacations, and sick leave, and thing like - things like that, you actually have to staff more than four people on each of those.

And so if everybody shows up to work that day, then I'm - then I'm more than 251, and anybody that





takes off, we don't backfill for.

If I'm less - at the 251 or less, I pay overtime for.

Q So if you're in a situation where you're at 251 or less, and a fire fighter is using ABL - for whatever activity - you would be required to backfill that fire fighter's position with an overtime fire fighter?

A We would.

And - and if staffing is bad enough, on that particular day, it - it - you may actually turn ABL down.

It doesn't happen very often, obviously, as we just looked through, but if staffing is really critical, you - you may turn it down.

Or if we go through a severe weather event, or something like that, you - we may cancel certain activities.

Q Do you recall any instances where ABL was denied, for staffing purposes?

A No.

Q Looking back at Exhibit 1, Section 1B1, where it talks about the Association President, and his ability to use ABL for any lawful Association business activities?

Is there anything in Article 10, or anywhere else in the CBA, that obligates the AFA President





to perform specific activities for the Department?

A The special assignments section - section that we talked about.

Q The special assignment section? That's the one that is in --

A It's --

Q -- 2C?

A Yes, sir.

Or special projects. I leave that at the discretion of the Fire Chief.

Q So the - the AFA President can be required to perform special assignments at the direction of the Fire Chief?

A Yes, sir.

Q And, to your knowledge, that hasn't happened with Chief Nicks?

A No. No.

But I - in - but at - another one that just popped in to my head - you know, because he's subject to - to following the Code of Conduct, just like any other fire - fire fighter, he has had charges brought up to - on him for activity - for activity not - not related to ABL, but him as a fire fighter, because he's - he's subject to the same rules as every other fire fighter, and he's had to go through a PSO investigation, and those were mandated

by the Fire Department, for him to participate in those.
Q For Chief Nicks to participate in an investigation of his own alleged misconduct?
A Yes, sir.
Q But he didn't - he didn't use ABL for that purpose?
A Well, no. He - he would have been on A- - ABL, because his - all - all of his time is on ABL.
Q Okay. Do you recall when that - when that occurred? When this investigation occurred?
A Hmmm. Last year. Probably around November/December time frame.
Q It would have been November or December of 2017?
A '17.
Q And what was the allegation?
A A violation of Code of Conduct and I think Social Media Policy.
Q Do you recall the specifics of what the violation was, of the Social Media Policy or the Code of Conduct?
A He had posted materials that were somewhat libel and slanderous --
Q Okay.
A -- against another - another member of the Department.





Q So he was alleged to have posted slanderous materials against another fire fighter?
A (Witness nodded head up and down.)
Q And then what happened, after the allegations were brought to the Department's attention?
A I - it was - it was thoroughly investigated, and his supervisor, at the time, handled it at - at the chain of command level, which that would have been between him and - and Chief Dodds.
Q His supervisor being the Fire Chief.
A Well, at that time, it was Chief - Chief Dodds, Chief of Staff.
And - and I say that. I - because I don't know that - I'm not his supervisor - it could have been Chief Dodds and Chief Kerr.
Q During the course of the investigation, and then the administrative review of the - the - the alleged misconduct, was Chief Nicks obligated to provide information, and to spend time working on the investigation?
A He had to participate in the investigation, so certainly - like when - when he was being interviewed - and - and so it - it would have been limited to - to his interview and any disciplinary of - procedure that he had been subjected to by Chief Kerr or Dodds.





Q So he was - he was obligated to participate in an interview of the allegations, and then also to participate in an adjudication of --
A Yes, sir.
Q -- the investigation's findings?
A Yes.
Q And during that time, it's your understanding that he was using Association business leave?
A I believe - I - I believe he would have been. I don't - I - he - again, since he's assigned to a forty hour workweek position, and all 2080 hours are ABL to him, the only - the only time that he would - he would take off that wasn't ABL would be a - would be for vacation - personal leave reasons.
Q Do you recall the outcome of the allegations?
A I - I am not privy to that. That would have been something between Chief Dodds, and Chief Kerr, and him.
Q Okay. Getting back to Article 10, you had identified, as one requirement of Chief Nicks, would be to perform special assignments pursuant to Section 2C.
Or is there anything else in here that obligates Chief Nicks to perform any specific activities for the Department?
A No. Nothing that - that's - that's in here.





Q Is there anything - is there any other policy, that's not in Article 10 or the CBA, that obligates Chief Nicks to perform specific duties for the Department, while he is using ABL?
A Aside from what we already talked about, like the committee - or the - the meetings that he's required to participate in, no.
Q Okay. Is there anything, in Article 10 - or elsewhere, in the CBA - that obligates other Association - Authorized Association Representatives to perform specific activities for the Department?
A While on ABL --
Q Yes.
A -- or --
Q While on ABL.
MR. BIRRING: Objection. Form.
MR. STEWART: The same objection.
A (The Witness) I - you know, I - I'm trying to think about that in about five different - different ways.
I - I guess could I get you to clarify the question, so I know specifically the way I need to answer it?
Q (Mr. Riches) Is there anything - is there anything that requires Authorized Association Representatives to perform specific activities for the

Department, while they're using ABL?
MR. BIRRING: Objection.
A (The Witness) No.
MR. BIRRING: Form.
Q (Mr. Riches) That - so there's no requirement that Authorized Association Representatives perform specific functions for the Department, while using ABL?
MR. BIRRING: Objection. Form.
A (The Witness) So --
MR. STEWART: The same objection.
A (The Witness) So it's some - somewhat difficult to answer, because, as I'm sitting here think - as I think through things - like, for instance, in the - in the - the grievance procedures, or the disciplinary procedures. I mean, they are there as a representative, and it's our requirement - I say our requirement. If they are going to take - take ABL, of course we're requiring that you be there, because we've given you the time off to - to - to - to do that.
So, I mean, in that sense, yeah. It is a requirement.
Because if you've asked for it, and I've approved it, you'd better - you'd better be there.
And - and, again, I'm going to know, if you don't show up to a grievance or a discipline -





disciplinary process.
So that's why I'm saying I'm finding that difficult to answer, because of that.
Q (Mr. Riches) I guess it - let's use that as an example.
Is there anything, in Article 10, or elsewhere in the CBA, that obligates an authorized Association Representative to actually use ABL for a grievance procedure?
MR. BIRRING: Objection. Form.
A (The Witness) No.
Q (Mr. Riches) Is there anything that obligates Authorized Association Representatives to use ABL for any other purpose?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
MR. RICHES: What's the objection?
MR. BIRRING: I - I'm personally very confused by what the question is asking.
A (The Witness) I --
MR. BIRRING: But I just think it would be better, on the record, if it was more precise.
Q (Mr. Riches) Do you understand the question, Chief?
A (The Witness) I - I think I do.





I - so is - is - is it - ask it one more time. Let me make sure. I - I --
Q Does Article 10, or the CBA elsewhere, require that Authorized Association Representatives, who are using ABL, perform specific services for the City?
A Okay. Not - not specifically for the City; however, as I was stating before, is if - if you took ABL time, there is an expectation that you're doing what you say you're - you're doing.
So in the - in the case of a - of a grievance, you know, participating in that process, or a disciplinary process, if you take ABL, or - and you're approved for it, the expectation is you are there. If you are not, then you would be subject to the - to our policies and procedures for like absence without leave.
Because if you ask for it and you didn't show up to it, then that - there's going to - you're going to be subject to a PSO investigation.
Q I understand. So there's --
A Sure.
Q -- there is a departmental policy and expectation that if you're granted ABL, for a specific purpose, that you use it for that purpose.
A Yes. That - that's - that is exactly what I am agreeing to.





Q Okay. My question is, is there a mandate, in the CBA, that requires that those on ABL actually perform any specific function for the Department?
So is there a requirement that - that, for example, a member actually use ABL to represent somebody at a grievance --
A Oh.
Q -- procedure?
A I - okay. In that sense, no.
Q Okay.
A Yeah. There's no requirement for the person that says, "You - you have to use ABL for this." Is - that's what you're asking? Correct?
Q That's correct.
A No.
Q Okay. Thanks, Chief. Appreciate that.
Do you know if the Department receives any monetary benefits, in exchange for the pool of ABL hours that's identified in Article 10?
MR. BIRRING: Objection.
I think this is outside the scope of his designated topic.
MR. RICHES: In terms of accounting for the use of ABL?
MR. BIRRING: Which - would this be

Number - oh. Okay. Number 7. Okay.
Q (Mr. Riches) Do you want me to repeat the question, Chief?
A (The Witness) Yeah. Please.
Q Do you know what benefit - well, does the - does - does the Fire Department receive any monetary benefits, in exchange for the ABL hours that are identified in Article 10?
MR. BIRRING: So I'll object.
I think this is part of a different topic, on Number 3.
But - yeah. It's a form objection.
MR. RICHES: Okay. Thanks.
A (The Witness) Okay. So - so --
MR. STEWART: Object to form.
A (The Witness) -- so yes. It - well - but it's a very complicated answer - answer to the why I think it's yes --
Q (Mr. Riches) Sure.
A -- is because, again, it's a contract with several different articles in it where the - the City and the Fire Department benefits from having certain - certain articles in it, the hiring being - being one, promotions being another. Drug testing. Those are just three examples.





And there's others, where the City has - has gained rights that we wouldn't have had under a strict 143 standard, or our - our rule, and so we've gained in those - in those - those - those areas. While you see ABL as being something that the - the Association benefit - benefited from.
So it was a - it was a quid pro quo, give-and-take. Yes, we benefited, but not directly from ABL. It was as a result of ABL being approved.
Does that make sense?
Q I think so.
A Okay.
Q So what would that - I - I believe I heard you explain that maybe the benefits of collective bargaining, and entering in to a Collective Bargaining Agreement, itself? Is that what you were referring to --
A Yes.
Q -- as a benefit to the Department?
A Yes. That - that we gain certain rights, management and - and the - and the City. Such - such things like being able to appoint Division Chiefs, as - as opposed to strict Civil Service testing; being able to put assessment centers in to other - of - for other ranks, where we think, you know, a - a - a 100 question multiple choice test doesn't always yield your - your best leaders





and your best managers. It's just somebody that memorizes things very well, and may not have a good fit, otherwise. Well, we would like to put things in - in the process, like assessment centers, or the right for the Chief to appoint; that it - it provides us the benefit of getting - getting better leaders in to those positions.
So that would be a benefit to us.
Now in exchange for that, there are things like ABL, or - or whatever. They're - they're - they're traded off.
Q I see.
Is there - is there other benefits, apart from those that might be derived from the collective bargaining process, and entering in to a Collective Bargaining Agreement that the Department derives from ABL?
MR. STEWART: Objection. Form.
MR. BIRRING: Objection. Form.
A (The Witness) Other benefits besides promotions?
Q (Mr. Riches) Right.
A Hiring is - is another area.
Q I mean, is there - is there other benefits, outside the context of entering in to the Collective Bargaining --
A Oh. Oh.





Q -- Agreement?
A I'm sorry. Okay.
MR. BIRRING: Objection. Form.
A (The Witness) No. No. Not that I could think of.
Q (Mr. Riches) You have - you have been with the Fire Department for about twenty-seven years.
A Yes, sir.
Q And a member of the AFA during that whole period, except the first six months. Is that right?
A Yes, sir.
Q Are you aware that the Department has not always granted ABL for the activities that the Department now grants ABL for?
A Yes.
MR. STEWART: Objection.
A (The Witness) I am.
MR. STEWART: Form.
MR. BIRRING: Objection. Form.
A (The Witness) Yes, I am. Sorry.
(The Reporter asked for a repeat of the last part of the question, to be sure she heard it correctly.
MR. RICHES: I asked if Chief Woolverton was aware that the Department had not always granted ABL

for all of the different activities that the Department now grants ABL for.

A (The Witness) And the answer is yes.

Q (Mr. Riches) If - if ABL were eliminated tomorrow, could the Department still negotiate with the AFA to enter in to a Collective Bargaining Agreement?

MR. STEWART: Objection.

MR. BIRRING: Objection.

MR. STEWART: Form.

MR. BIRRING: Form.

A (The Witness) Yes. I - I - I am not sure why we couldn't. I - but - but I - yeah.

Again, I guess we'd go back to a - a whole new agreement, if that - if that was taken off the table. Yes.

Q (Mr. Riches) And is it - is it your view that, during the collective negotiations process, the Department could take that off the table? Could eliminate ABL in its next Collective Bargaining Agreement?

A Yes.

MR. BIRRING: Objection. Form.

A (The Witness) Yes.

Q (Mr. Riches) Is there anything that the Department has put in place to ensure that the benefits - and I think you've identified collective bargaining as the





only benefit - but that the benefit of collective bargaining is actually realized, through the use of ABL?

MR. BIRRING: Objection. Form.

MR. STEWART: The same objection.

A (The Witness) Say it one more time. I'm --.

Q (Mr. Riches) Has the Department put in place any processes to ensure that the benefits of ABL are actually realized by the Department?

MR. BIRRING: The same objection as before.

MR. STEWART: The same objection.

A (The Witness) I - when you say realize - realize, I guess that's - that's tough to - to quantify, or - or it's subjective. I - I don't know what - what it - how, exactly, to answer that.

Now, you know, we - when they go through grievances, when the Association - Association brings forward grievances, or a member brings forward a grievance, the Association supports it and brings it forward, the end result could be benefit to the Department - the Department because we may be interpreting parts of the contract incorrectly, and - and that could have - keep us from having a lawsuit filed.

And I would say then, in that particular case, if we could keep - keep the Department or the City out of a lawsuit, that was a good thing.





And so in that sense, it's a - yes. There is benefit to it, and we could realize that.

Q (Mr. Riches) Could the AFA also represent its members in grievances without using ABL?

A Certainly. (Witness nodded head up and down.)

Q You indicated, previously, that Chief Nicks reports directly to the Fire Chief. Is that correct?

A I - I'd have to look at the org - at the org - org chart again. It's either the Chief of Staff or the Fire Chief.

And it - and it may have differed, from - from year to year.

Q Do you know the nature or extent of the interactions that Chief Nicks has with either the Chief of Staff or the Fire Chief?

MR. BIRRING: Is this an individual or a corporate rep --

MR. RICHES: This is --

MR. BIRRING: -- question?

MR. RICHES: -- individual.

MR. BIRRING: Okay.

A (The Witness) One more time, then.

Q (Mr. Riches) Do you know the nature of the interactions that Chief Nicks has with his first-line supervisor?





A Some. Of - of course only the ones I'm - I'm privy to, because I'm in - I'm in many of those - of those - those meetings, where various topics get - get discussed, but certainly not all of them.

Q Do you know if Chief Nicks' first-line supervisor directs his activities on a --

MR. BIRRING: I assume --

Q (Mr. Riches) -- daily --

MR. BIRRING: -- this is --

Q (Mr. Riches) -- basis?

MR. BIRRING: -- also individual?

(The Reporter asked for a repeat of the question, which she could not hear clearly.)

Q (Mr. Riches) I - do you know if Chief Nicks' supervisor directs his daily activities?

MR. BIRRING: Objection. Form.

MR. STEWART: Objection. Form.

A (The Witness) I do not believe that - that - that he directs daily activities. No.

Q (Mr. Riches) And is it fair to say that Chief Nicks is, in some ways, outside the traditional chain of command, in terms of his reporting and supervision?

MR. STEWART: Objection.

MR. BIRRING: Objection.

MR. STEWART: Form.
MR. BIRRING: Form.
Is this also individual?
MR. RICHES: This is individual.
MR. BIRRING: Okay.
A (The Witness) Yes. Yes. He - he's - he's clearly outside the - the regular chain of command.
He was - prior to being moved to the full-time President, after the - the 20- - 2015 Collective Bargaining Agreement, he was Battalion 1 seat, I believe, and, you know, that - that reporting structure, for him, would have been to the Shift Commander on the C shift, and then to the AC of over Operations.
Obviously, since he's the President, he's pulled out of that chain of command and put in to his own, where he reports to the Chief of Staff or the Fire Chief.
Q (Mr. Riches) And why is he placed outside the regular chain of command?
A Well - well, One, because he's on a forty-hour work - work week. Shift - it wouldn't make any sense for a Shift Commander to - to - to try to manage any activities of - of his, because a Shift Commander is only at work every third day. He's at work every weekday, Monday through Thursday. Or I said weekends. Monday through Thursday.





The - the supervisor that would make the most sense, given his position, would be somebody in the executive staff - one of the ACs, or Chief of Staff, or Chief - or the Fire Chief.
Given that he's the Association President, I think it makes the most sense for the Chief of Staff or the Fire Chief to supervise him.
Q Is there any other reason, apart from him working a more traditional work schedule, that the Department has placed him inside the traditional chain of command?
A His job duties, I would - I would think, certainly, are - are - are a part of that.
Q What is it about his job duties?
A Well, I mean, he's the - the Association President. He's at City Hall a - a lot. That's a - it's really outside of what most - well, any - any Division Chief, or below, in the Department, of what they would be familiar with, or - or - or would be aware of what he's doing - you know, what he's doing.
MR. RICHES: Can we take a quick five-minute break?
MR. STEWART: Sure.
MS. VAHL: Sounds good.
MR. RICHES: Okay. Thanks.





(Recess from 1:47 p.m. to 1:59 p.m.)
Q (Mr. Riches) Are you good, Chief?
A (The Witness) Yes, sir.
Q All right. Chief, I have just a few more questions.
You had identified one fire fighter who was a non AFA member, and I believe he was head of the African-American Fire Fighters Association? Do you know his name?
A It's Rory, R-O-R-Y --
RONNELLE PAULSEN: Hmmm?
A (The Witness) -- Campbell - Campbell, but he goes by Blair.
Q (Mr. Riches) Campbell, but he goes by Blair.
And he is currently actively - actively employed by the Fire Department?
A Oh. I-E? (Indicating) I thought he was - R-O-R-I-E? (Indicating) Are you sure? (Indicating)
RONELLE PAULSEN: (Ms. Paulsen nodded her head.)
MR. BIRRING: You can ask our next corporate --
A (The Witness) He goes by --
MR. BIRRING: -- representative --
A (The Witness) -- Blair --





MR. BIRRING: -- that --
A (The Witness) -- Campbell --
MR. BIRRING: -- exact same question.
A (The Witness) -- but I - it - it - it - it's either R-O-R-Y or R-O-R-I-E.
Q (Mr. Riches) Got it.
But he's still actively employed by the Department?
A Yes. He's a fire fighter in Battalion 7.
Q Does the Department have any mechanisms in place, such that a - fire fighters could object to the use of ABL for some particular purpose?
A No.
Q If a fire fighter objected to the use of ABL for political activity, for example, does the Department have any mechanism in place for that?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) I guess it - well, I'm sitting here - I guess you could - you could protest it as a - a - like a grievance. Not a contract grievance, but like a policy grievance, if you were saying that it - it - it - it violated something within E111.
I - I'd - I'd like to just say no, but every time I do that, well - and - and go absolutes,

somebody does it. Like, "Oh, yeah." Like, "Here you go."

But I don't think so, but I guess they could.

Q (Mr. Riches) Okay. Okay. Thanks, Chief.

MR. RICHES: That's all the questions we have.

A (The Witness) Oh.

Q (Mr. Riches) Thank you very much for your time this morning and this afternoon.

(Witness passed at 2:01 p.m.)

MR. BIRRING: I'd like to save our Redirect questions until you're done, because they'll probably be - we're still not sure which corporate witness - well, probably be going between them, so in other words, we will save Redirect. The corporate rep --

MR. HENNEKE: Are you going to keep Chief Woolverton here, then, until all the corporate rep is finished? Because you released the first one.

MR. BIRRING: Yeah. That was mainly because she has some back issues. She has - she - she's been having --

(The Reporter asked whether the conversation was to be held on the record or off the record.)

MR. BIRRING: No. Let's go off the record





for a second.

MR. RICHES: Yeah. That's fine.

(The deposition was recessed at 2:01 p.m.)

(At 3:07 p.m., the deposition continued as follows:)

MR. BIRRING: Okay. So we're back on the record now with Chief Woolverton.

EXAMINATION

QUESTIONS BY MR. BIRRING:

Q So Chief, could you describe the process that a request for ABL goes through, to be approved or disapproved?

A Okay. So the - the first thing that - that happens, of course, if a member wants to request ABL, is they should reference the - the policy, and the Collective Bargaining Agreement, that clearly states what it should and shouldn't be used for.

They then have to send an e-mail, as the policy states, to - to Chief Nicks to - to request whether or not they could even ask for a ABL.

It's my belief that many requests get turned away there. I don't know, for sure, because I don't see that, but I know that, fire fighters being fire





fighters, can ask for some pretty far-fetched things, not - not thinking things through.

So before - before it ever even makes it to me, it goes through those screens.

Then, once the member gets approval from Chief Nicks, they submit the electronic form, and - and it's - that's the first that management actually sees the request.

So for there to be, you know, ninety-eight or ninety-nine percent of - of all requests being approved, it's not surprising to me, because they've already been through some filters.

Q So the request we see in Exhibit 5, on Formsite, would a - fire fighters making a request for ABL that's reflected in Exhibit 5, have they already - has he or she already received approval from Chief Nicks?

A Yes, or --

Q Okay.

A -- they - or you wouldn't see it here, because it can't - it can't make it to the electronic form without his approval.

Q Okay. And then once a fire fighter submits an electronic request, who then sees it next?

A So simultaneously, it may - may be seen by the Battalion Chief and myself.





Again, the Battalion Chief doesn't have a - approval or denial of requests. He's just aware that one of his members is - is asking for the leave.

I get the one - the one that actually says, "Is it approved or not," and who I want the responses to go back to.

Q So you have the authority to approve or deny a request for ABL?

A Yes.

Q And how do you determine whether to approve or deny it?

A I had - well, if I had - if I had questions about - about - about it - and - and when I say questions, based - something that goes beyond what my understanding of Article 10 is - I'll refer back to Article 10 or the policy.

If I still have questions about it, I - I will refer to - or - or question Chief - Chief Dodds, or whoever the Fire Chief may be, and say, "Hey. Does this sound like an appropriate - appropriate use?" We may involve - involve City Legal, at times.

Q So in determining whether to approve or disapprove, you would base your decision on the limitations in Article 10 of the Collective Bargaining Agreement?

A Yes.

Oh. Well, not - not on the limiting - not just that.

I - I would have Article 10, which clearly states what it - what it is and - and isn't, but there's always those things that you go, "Well, that - that is kind of a gray area." I may see other input from other individuals.

But my point would be, is that there are several people's input on this, beyond what's written in the policy, on whether or not it fits ABL appropriately or not.

Q In that policy in Article 10, which we have as - in both Exhibit 1 and 2, do you know who wrote that policy? Who wrote Article 10?

A Yeah.

It would have been during the Collective Bargaining Agreement. It would have been the City, with 975, both contributing to - to writing what the - the parameters are of Article 10.

Q Right. So both the City and the AFA, together, determined what the parameters of the Association Business Leave would be.

A Yes.

Q And that's what guides you, in determining





whether to approve or disapprove a request?

A Yes.

Q And the fire fighters are - know about those - the policy on ABL before they send a request. Right?

A Yes.

Q So by the time a request comes to you, the fire fighter has read Article 10, understands what ABL can be used for. It's been - they've requested permission from Chief Nicks, and then it comes to you. And that would be reflected in Exhibit 5. Right?

A Yes.

Q It - can you give us an example of times when you've disapproved an ABL request that's made it all the way to Formsite?

A Yes.

So the - the most - the most recent ones that - that I had turned down involved fire fighters wanting to go to the Travis County Courthouse to support a female fire fighter who - who had been - been involved in a - a criminal investigation - well, I say involved in a criminal investigation. She was the victim in a inappropriate or illegal recording at a fire station. Specifically a Lieutenant hid a spy camera, and attempted to record her while she was in the - the dressing





room/shower.

He was - he was charged criminally. It was going through - through the legal proceedings.

I - I believe the DA had struck a plea deal, and Chief - Chief Nicks, and several of the Association member - Association members requested the use of ABL to take off to go down and support this - this fire fighter.

We looked at it, thinking that it's - it's - it's not so much a support of the fire fighter, as it was a political statement against the DA, because they disagreed with the plea bargain that had been struck. I believe the - the plea was he got five years deferred adjudication. They felt like he should have actually done some jail time, and they wanted to make a statement rebuke - rebuking the - the DA's decision to - to - to go in the direction it was.

We looked at that and thought that was clearly a political move, and we denied those requests.

Q Because that would not have been within the restriction that involves that ABL use in Article 10?

A Yes.

Q Okay. And can we talk a little bit about some particular uses of ABL? For example, the Combat Challenge?





You can - you - I believe earlier you testified a little bit as to how this benefits the Department, but could you kind of expand on that?

A Sure.

And - and is it possible to - to reference the - the - the information that's in the - in - I guess it's in whatever this document is here. (Indicating)

Q Is that --

A It's this - it's this one. (Indicating)

It's - it's like Page 2 or 3, where it talks about the mission of the Austin Fire Department, and the - or - or not mission, but goals.

MS. VAHL: Let me --

MR. BIRRING: Can we --

MS. VAHL: -- we can maybe print out a copy of the - the mission statement --

A (The Witness) I - I just didn't want to --

MS. VAHL: -- if you want to --

A (The Witness) -- misquote what it actually says.

But it talks about in - having a - a healthy and well workforce, and that being one of - one of our goals.

And - and the - the Combat Challenge Team, as well as the boxing tournament, actually directly

supports that particular goal of the Austin Fire Department.

And it may not be in that document.

It was in a - one of them that you gave me to prepare for - or prepare with.

MS. VAHL: If I could have everyone's indulgence, I can go print that out, quickly.

Well, maybe --

MR. BIRRING: Sure.

MS. VAHL: -- stop - if you wanted to ask something else? I - I can --.

MR. BIRRING: Yeah.

So shall we go off the record for a second?

Would you be okay with us grabbing that, and attaching it as an exhibit, so --?

MR. RICHES: Yeah.

(Recess from 3:15 p.m. to 3:19 p.m.)

(Exhibit Number 6 marked.)

Q (Mr. Riches) Okay. We're now back on the record.

Chief Woolverton, do you see the document that the Court Reporter marked Exhibit Number 6?

A (The Witness) I do.

Q Have you seen this before?

A Yes, I have.





Q And can you identify what it is?

A This is taken from the - the - the Internet, and it's - it's information about the Austin Fire Department's purpose, mission, visions, and goals.

Q Can you describe how participating in Combat Challenge would support the mission, goals, or vision of the Austin Fire Department?

A Yes. Specifically the - the - there are - there are five goals listed under our purpose, mission, visions, and goals.

The second one is, "The Austin Fire Department will support and maintain a safe, healthy, well-trained, and high-performing workforce."

And I would say that the - our participation in the Combat Challenge supports that particular goal.

Q And why - why is that?

A Well, you have to be extremely fit to participate and - and - and - well, not only participate, but to win, and our teams typically - typically win. And they are motivators to other fire fighters to also be - be fit, and well-trained, and high-performing individuals.

Q Okay. And how does it support the Austin Fire Department to be fit and well-trained?

A So I - I believe that any citizen would want -





would want fire fighters coming to their - to their emergency event to be - to be fit and well-trained.

And - and, in fact, if they weren't fit and well- - well-trained, they might be - might not be able to do their job very well, and, you know, citizens may pay the price for that.

Q Right.

Now other activities for which ABL was approved have been to promote other goals of the Austin Fire Department, as well. Right? Such as fostering goodwill?

A Yes.

Q And can you talk a little bit about the importance of the City of Austin's Fire Department to foster goodwill with the public?

A You - sure. I mean, one thing you definitely want a - a - a - a community to do is have confidence in - in their fire fighters, and - and part of that confidence, of course, is - is in knowing who - who they are, knowing that they care about what's important in the - in - to them, in the community. The things like the - the boxing tournament that - that was - that was for a - a - a children's fund.

Q Is this the Battle of the Badges Boxing Charity Tournament on COA 867u?





A Yes, sir.

Q Okay.

A And so - so that's - that's something that shows the community that - that you care.

Q Can you talk a little bit about the grievance process, and when an Association - when a - a AFA member, an Austin fire fighter, is using ABL to represent another fire fighter in a grievance, can you talk about the benefits to the Austin Fire Department and to the City of Austin from that?

A Sure. You know, management is comprised of human beings, and human beings make - make mistakes.

And our interpretation of - of the - the - the rules and - and contracts that are put before - before us are - are not always a hundred percent. We - we - we strive to be a hundred percent, but we're not always perfect.

And so when those grievances are filed, you know, it could be that we're interpreting something incorrectly, and those grievances help to identify those - those issues, and - and remedy them at the lowest level possible.

If they weren't remedied at the lowest level, you could certainly have a lawsuit that would cost the City considerably more than a few hours of ABL.

Q So would it be inaccurate to describe the grievance as always an adversarial process between the City and the AFA?
A No. Some - sometimes it is - it has clearly benefited both.
Q But would it be accurate, I guess would be the question.
A No. It's - it's - it's not accurate to say it's always adversarial.
Q Okay. Beyond the language of Article 10, can you talk about other limitations, or restrictions, or policies that would apply to an AFA member using ABL, including the Chief, Chief Nicks, the Association President?
A So for - for - for ABL - of course if - if - if you're on leave for us, and so if you were supposed to work from noon till noon, and the first four hours of the day you're on ABL, you're still subject to all the same rules that any other Fire Department member is - is subject to. That includes the - the Code of Conduct, just like Chief - Chief Nicks, and the story that I relayed earlier. All of the same policies still - still apply.
Q So even though Chief Nicks does not have to use Formsite the way an Association member does, he still is subject to many policies and limitations on his conduct





from --
A To --
Q -- the City --
A -- to --
Q -- of Austin.
A -- to all of the policies. He - he's not above anything. It's a - it's in our policies, just like everybody else.
So when they're on ABL, we still have - have control over - over those members, in that sense.
MR. BIRRING: We pass the Witness.
(Witness passed at 3:26 p.m.)
MR. STEWART: Nothing here.
MR. RICHES: We do have some follow-up.

FURTHER EXAMINATION

QUESTIONS BY MR. RICHES:
Q The ABL request process, that you just described through Formsite, that does not apply to Chief Nicks. Is that correct?
A That's correct.
Q And you also indicated that there is other people involved in the process, but by the time it gets to you, the requests have been approved by Chief Nicks. Is that correct?





A Yes.
Q So by the time it gets to you, the AFA, acting through Chief Nicks, is the entity that's provided its approval or denial?
A And I would say it's a - it's approval to request it, not approval that it's going to be granted.
Even if should Chief Nicks sent approval to one of the Battalion Chiefs and said, "Hey. I'm approving this ABL for Fire Fighter Smith," they wouldn't accept that, because the process outlined, and within our policy, says it has to come from a Department-approved form, and - and I'm the signer on those forms.
Q So Chief - Chief Nicks has approved the submission of the ABL request.
A Yes.
Q And then once those requests have been submitted, in your estimation, about ninety-eight to ninety-nine percent of them have been approved?
A Correct.
Q Or are approved?
A That's correct.
Q Okay. You indicated that one of the Department's function is to provide a healthy and well-trained, high-performing workforce, and you indicated, further, that part of that might be served by





fire fighters attending something like the Combat Challenge.
Does the Fire Department put in place other approved activities to ensure a well-trained, and healthy, and high-performing workforce?
A Many other things. Yes.
Q Does that include authorizing physical training, for example, during the workday?
A Yes. In fact, it's part of our policy. It's mandated you have - you have to - to spend an hour a shift on PT.
Q Each day, every fire fighter spends an hour of their shift doing PT?
A Yes.
Q Would it also be true that other sorts of competitions might also serve the function of a healthy, well-trained, high-performing workforce? For example a CrossFit competition?
A Absolutely.
Q And a 5K?
A Yeah. Yeah.
And - and it - it takes many things. No one thing can - can do it all.
It - it - it - Combat Challenge is a seasonal deal, and then there's still nine months of the

year that - that other activities go on, so --.
Q So if a fire fighter submitted a request for ABL to participate in a CrossFit challenge, would - would that be approved?
MR. BIRRING: Objection. Form.
A (The Witness) I would say it would depend.
One, we have no history with it, so it would be something we would have to scrutinize and review.
Q (Mr. Riches) That would be a - what about if the fire fighter submitted a request to do a 10K within the City of Austin? Would something like that perhaps be --
MR. BIRRING: Objection.
Q (Mr. Riches) -- approved?
MR. BIRRING: Form.
A (The Witness) Again, it --
MR. STEWART: The same --
A (The Witness) -- it --
MR. STEWART: Objection.
A (The Witness) -- we have no history with it, but it's something we would, again, scrutinize and review. It could be, but I'm - I'm - since we haven't done one before, I - I don't - don't know, for sure, if we would approve it. Yeah.
Q (Mr. Riches) Okay. You also indicated that





part of the use of ABL, for certain charitable activities, was to foster goodwill in the community. Is that correct?
A Yes.
Q Isn't it true that a whole range of charitable activities could be viewed as fostering goodwill? For example, the City's participation in a Food Drive?
A Absolutely.
The Fire Department's participation, more recently, in - in the distribution and delivery of water for the citizens in our current crisis.
All - all those things help to foster goodwill for the Austin Fire Department.
Q What I'm trying to distinguish, though, is activities that might be performed by a private charitable organization, from those that the Fire Department would perform directly.
So in an example you gave, distribution of water during a water shortage, that might fall in the proper purview of the Department. Would you agree?
A Yes.
MR. BIRRING: Objection. Form.
Q (Mr. Riches) There's certain activities, however, in terms of charitable activities, such as ones that ABL has been directed, that the Fire Department might not be able to participate in directly. Is that also





true?
A (The Witness) That is.
MR. BIRRING: Objection. Form.
A (The Witness) Yes.
Q (Mr. Riches) In this case, however, the AFA is deciding which charitable activities the Department participates in, through the use of ABL. Is that --
MR. BIRRING: Objection.
Q (Mr. Riches) -- also --
MR. BIRRING: Form.
Q (Mr. Riches) -- true?
MR. STEWART: Objection. Form.
A (The Witness) I - I think it's - would be more correct to say that the AFA, in discussions with the Austin Fire Department management, have approved those - those particular issues to be - or - or those particular events to be some things that would be approved, and ABL would be used for. Or could be used for.
Q (Mr. Riches) You discussed, in part, the grievance procedure, and indicated that not all grievances were adversarial.
Are some grievances, that are filed by Department members who aren't happy with the Department, adversarial?
A Some are. (Witness nodded head up and down.)





Q And at the end of day, a grievance is a member of the Fire Department disagreeing with a decision by management. Is that correct?
MR. BIRRING: Objection.
MR. STEWART: Objection.
MR. BIRRING: Form.
MR. STEWART: Form.
A (The Witness) Yes.
Q (Mr. Riches) And during the grievance procedure, that fire fighter is represented by the AFA representing that fire fighters's interests, not management interests. Is that correct?
MR. BIRRING: Objection to form.
MR. STEWART: The same objection.
A (The Witness) Yes.
Q (Mr. Riches) Thanks.
That's all the questions we have.
(Witness passed at 3:32 p.m.)
MR. BIRRING: Okay. Then you will be done.
MR. RICHES: All right.
* * * * * * *
(The Certified Shorthand Reporter JUDY A. COUGHENOUR JOHNSON hereby states that Exhibit Nos. 3 through 6 were marked during the deposition, and the originals

are attached to the original transcript
of the deposition.)

**Exhibit 10**

NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM AND JAY WILEY,<br>Plaintiffs,<br><br>&<br><br>THE STATE OF TEXAS,<br>Intervenor,<br><br>v.<br><br>CITY OF AUSTIN, TEXAS;<br>MARC A. OTT, IN HIS OFFICIAL<br>CAPACITY AS CITY MANAGER OF<br>THE CITY OF AUSTIN; AND AUSTIN<br>FIREFIGHTERS ASSOCIATION,<br>LOCAL 975,<br>Defendants. | §<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§<br>§ | IN THE DISTRICT COURT<br><br><br><br><br><br>TRAVIS COUNTY, TEXAS<br><br><br><br><br><br><br><br>419TH JUDICIAL DISTRICT |

**DEFENDANTS CITY OF AUSTIN AND MARC OTT'S OBJECTIONS AND RESPONSES TO INTERVENOR-PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

To: Intervenor-Plaintiffs, by and through their attorneys of record, David Hacker, Office of Special Litigation, ATTORNEY GENERAL OF TEXAS, P.O. Box 12548, Mail Code 009. Austin, Texas 78711-2548

Pursuant to the Texas Rules of Civil Procedure, the City of Austin and City Manager Marc Ott (collectively, "City"), provide the following objections responses to Intervenor-Plaintiffs' First Request for Admissions.

RESPECTFULLY SUBMITTED,
ANNE L. MORGAN, CITY ATTORNEY
MEGHAN RILEY, CHIEF OF LITIGATION

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## CERTIFICATE OF SERVICE

I certify that on Wednesday the 25th day of July, 2018, I served a copy of *Defendant City's Response to Intervenor- Plaintiffs' First Request for Admissions* on the Plaintiffs, by and through their attorney of record, in compliance with the Texas Rules of Civil Procedure.

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**DEFENDANTS CITY OF AUSTIN AND MARC OTT'S REPSONSES TO PLAINTIFF-INTERVENOR'S FIRST REQUEST FOR ADMISSIONS**

**REQUEST NO. 1:** Admit that the document titled "Collective Bargaining Agreement between City of Austin, Texas and Austin Firefighters Association, Local 975" (attached to Plaintiffs' Original Petition as Exhibit A) is a true and correct copy of the currently operative agreement between the City and AFA.

Response: Deny.

**REQUEST NO. 2:** Admit that the document title "Collective Bargaining Agreement between City of Austin, Texas and Austin Firefighters Association, Local 975" (attached to Plaintiffs' Original Petition as Exhibit A) is the full and complete labor agreement between the City and AFA.

Response: The City admits that Exhibit A to Plaintiff's Original Petition was a prior version of a labor agreement between the City and the AFA, but denies that it is the current full and complete labor agreement between the City and AFA.

**REQUEST NO. 3:** Admit that the AFA is the exclusive bargaining representative for all City of Austin firefighters.

Response: Admit.

**REQUEST NO. 4:** Admit that the CBA will remain in full force and effect until September 30, 2017, and for up to six additional months if the parties are engaged in negotiations for a successor agreement.

Response: Deny that the current CBA expires on September 30, 2017.

**REQUEST NO. 5:** Admit that City Fire Department Policy E111.2, produced as COA 000005–6 in response to the Court's January 3, 2017 Order, contains the City's only policy and procedure governing association business leave, as described in Article 10 of the CBA.

Response: The City objects to this request as vague, as the term "policy and procedure" is undefined. Subject to and without waiving the objection, the City denies.

**REQUEST NO. 6:** Admit that association business leave, as described in Article 10 of the CBA, may be used for state or national political activities that relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit.

Response: Admit that Article 10 of the CBA prohibits use of association business leave for legislative and/or political activities at the State or National level, with the exception of those activities which relate to the wages, rates of pay, hours of employment, or conditions of work

affecting the members of the bargaining unit. Deny to the extent that such activities would be prohibited or limited by law or other provision of the CBA

**REQUEST NO. 7:** Admit that association business leave, as described in Article 10 of the CBA, may be used for local political activities that relate to raising concerns regarding firefighter safety.

Response: Admit that Article 10 of the CBA prohibits use of association business leave for legislative and/or political activities at the local level, with the exception of raising concerns regarding firefighter safety. Deny to the extent such activities would be prohibited or limited by law or other provision of the CBA

**REQUEST NO. 8:** Admit that the City does not control or restrict the expression of AFA members when they are using association business leave approved by the City.

Response: The City objects to this request as vague, as the term "expression" is undefined. Subject to and without waiving the objection, the City denies.

**REQUEST NO. 9:** Admit that the AFA president may use up to 2,080 hours of association business leave time per calendar year to conduct "any lawful Association business activities consistent with the Association's purposes." CBA art. 10, §1(B)(1).

Response: Admit.

**REQUEST NO. 10:** Admit that the City contributes 5,600 hours of association business leave to the AFA each calendar year.

Response: Admit.

**REQUEST NO. 11:** Admit that the association business leave pool cannot exceed 6,600 hours per calendar year, but up to 1,000 hours remaining at the end of the calendar year can be carried forward to the next calendar year.

Response: Admit.

**REQUEST NO. 12:** Admit that after ABL is used, AFA is not required to provide an accounting to the City for how its members used association business leave.

Response: Defendant objects to this request for admission as vague in that "accounting" is not defined and asks for a subjective determination by City. Subject to and without waiving the objection, City admits the CBA does not require the AFA to provide an accounting for the members on use of ABL.

**REQUEST NO. 13:** Admit the CBA does not require the City to audit the AFA or its use of association business leave.

Response: Defendant objects to this request for admission as vague in that "audit" is not defined and asks for a subjective determination by City. Subject to and without waiving the objection, City admits the CBA does not require the AFA to provide an audit for the members on use of ABL.

**Exhibit 11**

| | AUSTIN FIRE DEPARTMENT<br>**Policy and Procedure** | General Order Number<br>**E111.2** |
|---|---|---|
| Subject:<br>**Association Business Leave** | Effective Date:<br>**09-01-2011** | Rescinds:<br>**I111.1** |
| | | Page:<br>**1 of 2** |
| Application:<br>**Uniformed Personnel** | Authorized by:<br>Rhoda Mae Kerr, Fire Chief | |

## I. Purpose

To define the administrative procedures for the implementation of Article 10, Section 2 of the Collective Bargaining Agreement (CBA). The Austin Association of Professional Firefighters shall herein after be referred to as the "Association".

## II. Background

The CBA states the Association Business Leave (ABL) pool shall be funded by the City of Austin contributing 5,600 hours during the first ten days of the calendar year. At the end of the calendar year, up to 1,000 hours may remain in the pool for use in the following year. However, at no time may the pool exceed 6,600 hours. The City and the Association shall track utilization of ABL.

## III. Policy

Requests for ABL shall comply with the provisions of the CBA.

## IV. Procedures

A. Members must notify the Association President via email of their request for ABL. Request shall be made using the ABL Request form available on FireNet. Requests must include the member's name, TXFIR, assignment, dates of the request and the reason for the request.

B. Once approved by the Association President, the request shall be forwarded via email to Fire Headquarters. The request shall be reviewed by a designee of the Fire Chief to verify the requested ABL is authorized by the CBA.

C. Requests for authorized ABL from the Association received by noon, three or more business days in advance of the requested time off are automatically approved, subject only to the operational needs of the Department. Fire HQ administrative staff will notify the appropriate chain of command, including Battalion Chief, Division Chief, and Assistant Chief.

D. Requests from the Association received fewer than three business days in advance will be referred to the affected Assistant Chief/Division Chief, who will review staffing levels and determine whether or not the request can be approved.

E. Members approved to use ABL should notify their BC or Section timekeeper when the ABL hours are to be used. When entering the time, timekeepers should select “Assoc. Bus. Leave”, the corresponding reason code, and the amount of ABL used each day.

F. Fire HQ Administrative Staff will maintain a record of all ABL requests and ABL time used.

**Exhibit 12**

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/04/2018 | Association Business (ABL) | Health and Safety Committee Meeting | Yes | Local 975 Meeting | Attending a Health and Safety Committee Meeting | David Spidle | 1886 | 13 | A | | 08/08/2018 | 8:00A | 08/08/2018 | 1200P | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 08/04/2018 | Association Business (ABL) | Monthly Practice | Yes | Other Association Business **define in purpose of request | Requesting leave to attend monthly ESPADA practice. | Jose Anthony Ramirez | 2602 | 21 | A | | 08/20/2018 | 0700 | 08/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 08/03/2018 | Association Business (ABL) | 48/96 committee | Yes | Other Association Business **define in purpose of request | attend 48/96 meeting | kyle melton | 2215 | e24 | A | | 08/23/2018 | 0700 | 08/25/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 07/31/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | IAFF convention | Mike Duffee | 1298 | eng04 | C | | 08/06/2018 | 12:00 | 08/12/2018 | 12:00 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/31/2018 | Association Business (ABL) | IAFF Convention | Yes | Local 975 Conference | IAFF Conference | Jeremy Copus | 2143 | R20 | A | | 08/04/2018 | 1200 | 07/13/2018 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 07/30/2018 | Association Business (ABL) | 08/03/18 | Yes | Other Association Business **define in purpose of request | I would like to attend the Workers Comp Committee meeting scheduled for 8/3/18. | Lyndsey Norman | 2219 | L22 | B | | 08/03/2018 | 0900 | 08/05/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 07/28/2018 | Association Business (ABL) | Local 975 Eboard Meeting | Yes | Local 975 Meeting | Eboard Meeting | Jeremy Copus | 2143 | R20 | A | | 07/30/2018 | 0730 | 08/01/2018 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/25/2018 | Association Business (ABL) | committee meeting | Yes | Local 975 Meeting | committee meeting | Stephen Truesdell | 1495 | B6 | A | | 07/27/2018 | 0830 | 07/29/2018 | 1030 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/24/2018 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | Local 975 General Membership Meeting | David Spidle | 1886 | E13 | A | | 08/07/2018 | 1200 | 08/07/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 07/24/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | Local 975 Eboard meeting | David Spidle | 1886 | E13 | A | | 07/30/2018 | 0800 | 07/30/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 07/22/2018 | Association Business (ABL) | Board meeting | Yes | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | Eng10 | C | | 07/30/2018 | 1200 | 07/30/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/20/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Vehicle discipline committee meeting at HQ | Christine Jones | 1473 | Q42 | A | | 08/13/2018 | 1200 | 08/13/2018 | 1630 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/18/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | AFA is assembling a group to meet Alec Rosa at the airport upon his return from Long Beach California and provide him with a ride home and show of support. Alec is returning from California after attending his father's line of duty funeral. His father was shot while responding to an alarm. I would like to use ABL to participate in this function if Command Staff feels that it is appropriate. | mike duffee | 1298 | eng04 | C | | 07/19/2018 | 12:00 | 07/19/2018 | 20:00 | | | | | | | | | | | 8.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/17/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | Q42 | A | | 07/30/2018 | 0730 | 08/01/2018 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/16/2018 | Association Business (ABL) | LMI | Yes | Local 975 Event | LMI w/ 975 | David Spidle | 1886 | E13 | A | | 07/17/2018 | 1200 | 07/17/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 07/14/2018 | Association Business (ABL) | | Yes | Local 975 Conference | IAFF International conference in Seattle | Christine Jones | 1473 | Q42 | A | | 08/04/2018 | 1200 | 08/13/2018 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/14/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Garcia PSO interview 7/17George PSO interview 7/23(May not need the whole time requested, depends on length of interviews) | Christine Jones | 1473 | Q42 | A | | 07/17/2018 | 1200 | 07/17/2018 | 1400 | 07/23/2018 | 1200 | 07/23/2018 | 1400 | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/14/2018 | Association Business (ABL) | 48/96 committee | Yes | Local 975 Meeting | attend 48/96 meeting | kyle melton | 2215 | 24 | A | | 07/27/2018 | 0800 | 07/29/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 07/15/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI Meeting at HQ | Mike Duffee | 1298 | Eng 04 | C | | 07/17/2018 | 09:00 | 07/19/2018 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/13/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | ENG10 | C | | 07/17/2018 | 0900 | 07/17/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/12/2018 | Association Business (ABL) | PSO interview | Yes | Other Association Business **define in purpose of request | PSO interview, I am subbing for Copus. He had a last minute scheduling issue. | Mike Duffee | 1298 | Eng 4 | C | | 07/13/2018 | 12:00 | 07/13/2018 | 15:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/12/2018 | Association Business (ABL) | IAFF Wildfire | Yes | Other Association Business **define in purpose of request | IAFF Wildfire class in Maine | Bruce P. Mayo | 1621 | eng20 | A | | 07/23/2018 | 0700 | 07/30/2018 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 07/11/2018 | Association Business (ABL) | PSO investigation representation | Yes | Other Association Business **define in purpose of request | Provide union representation during a PSO accident investigation. | Jeremy Copus | 2143 | R20 | A | | 07/12/2018 | 1000 | 07/14/2018 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 07/10/2018 | Association Business (ABL) | WUI Trainning, Lewiston Main | Yes | Other Association Business **define in purpose of request | Teaching WUI class to Lewiston Fire Department | Steve Gibbon | 1334 | wildfire | N | | 07/23/2018 | 0700 | 07/30/2018 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | Local 975 |
| 07/08/2018 | Association Business (ABL) | E-board union station visits | Yes | Local 975 Meeting | Station visits/member education | mike leone | 1972 | tation 1 | B | | 07/09/2018 | 1200 | 07/08/2018 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 07/09/2018 | Association Business (ABL) | General membership meeting | Yes | Local 975 Meeting | Attend meeting | Michael Duffee | 1298 | Eng 4 | C | | 07/10/2018 | 12:00 | 07/09/2018 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/09/2018 | Association Business (ABL) | Hill Country Burn Camp | No | Other Association Business **define in purpose of request | Help set up for Hill Country Burn Camp Event. | Stewart Finnessey | 1413 | ENG 39 | B | | 07/16/2018 | 08:00 | 07/18/2018 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 07/08/2018 | Association Business (ABL) | Women's meeting | Yes | Other Association Business **define in purpose of request | would like to attend a women's meeting with Chief Dodds | Shelly Sinopoli | 2516 | 21 | A | | 07/11/2018 | 12:00 | 07/11/2018 | 3:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 07/05/2018 | Association Business (ABL) | committee meeting | Yes | Other Association Business **define in purpose of request | committee meeting | Stephen Truesdell | 1495 | B6 | A | | 07/06/2018 | 0830 | 07/08/2018 | 1030 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/04/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly Meeting | Lynn Eichler | 1411 | E10 | C | | 07/10/2018 | 1200 | 07/10/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/02/2018 | Association Business (ABL) | Devon Coney funeral | No | Other Association Business **define in purpose of request | Request leave for time to finalize funeral plans and debrief with rest of Honor Guard. | Demetris Countouriotis | 2144 | E21 | A | | 07/02/2018 | 1800 | 07/03/2018 | 1200 | | | | | | | | | | | | | 18.00 | | | Approved | | Batt 3A A-Shift Commander |
| 07/01/2018 | Association Business (ABL) | Firefighter Combat Challenge | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Longmont, CO. We will be representing the Austin Fire Department competing against many departments from around the nation. | Jared Johnson | 2677 | ENG08 | C | | 08/03/2018 | 1200 | 08/06/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/01/2018 | Association Business (ABL) | Scott firefighter combat challenge | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Longmont, CO. We will be representing the Austin Fire Department competing against many departments from around the nation. | Larry Potvin | 2362 | E8 | C | | 08/03/2018 | 1200 | 08/06/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/01/2018 | Association Business (ABL) | Firefighter Combat Challenge Longmont, CO | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Longmont, CO. We will be representing the Austin Fire Department competing against many departments from around the nation. | Richard Smith | 1993 | E8 | C | | 08/03/2018 | 1200 | 08/06/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/30/2018 | Association Business (ABL) | Long Beach LODD | Yes | Other Association Business **define in purpose of request | I am representing the Austin Fire Dept. Honor Guard at the Long Beach Fire Departments recent LODD. | Frank Luu | 2154 | Float | A | | 07/02/2018 | 1200 | 07/05/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | A-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/30/2018 | Association Business (ABL) | Long Beach LODD | Yes | Other Association Business **define in purpose of request | I am representing the Austin Fire Dept. Honor Guard at the Long Beach Fire Departments recent LODD. | Steven Herrera | 2348 | Res20 | A | | 07/02/2018 | 1200 | 07/05/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 06/30/2018 | Association Business (ABL) | 48/96 committee | Yes | Local 975 Meeting | attend 48/96 meet | kyle melton | 2215 | e24 | A | | 07/06/2018 | 0800 | 07/08/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 06/29/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Devon Coney's funeral (not sure how long it will be, I'll probably be in before 5:00 but wanted to give myself a buffer) | Christine Jones | 1473 | Q42 | A | | 07/02/2018 | 1200 | 07/02/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/28/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Fire Station project meeting| apologize for the late request | Christine Jones | 1473 | Q42 | A | | 06/30/2018 | 0900 | 07/02/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/28/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Devon Funeral - Board Member Request | Lynn Eichler | 1411 | E23 | C | | 07/02/2018 | 0800 | 07/02/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 06/26/2018 | Association Business (ABL) | Union Meeting | No | Other Association Business **define in purpose of request | Union meeting to discuss Statewide Emergency Response (TxFire) | randy denzer | 1461 | BAT 5A | A | | 06/26/2018 | 1030 | 06/26/2018 | 1530 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/23/2018 | Association Business (ABL) | Union Eboard meeting | Yes | Local 975 Meeting | Monthly eboard meeting. Thank you. | Mike Leone | 1972 | E16 | B | | 06/25/2018 | 0830 | 06/06/2018 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | Batt 3B B-Shift Commander AAFFA |
| 06/21/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Station visits | Christine Jones | 1473 | Q42 | A | | 06/29/2018 | 1200 | 06/29/2018 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/12/2018 | Association Business (ABL) | 2018 Juneteenth Parade | Yes | | To coordinate and manage the AFD Explorers and Advisors to participate in the 2018 Juneteenth parade. | Darren Hyson | 1471 | E41 | B | | 06/16/2018 | 0700 | 06/18/2018 | 1200 | | | | | | | | | | | | | 5.00 | Recommend Approval | Already approved | Approved | | Batt 7B B-Shift Commander AAFFA |
| 06/14/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | IAFF southern federation conference in OKC. | Mike duffee | 1298 | eng04 | C | | 06/18/2018 | 12:00 | 06/22/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | IAFF RTTI Beta test in Maine | Yes | Other Association Business **define in purpose of request | Lead designer for BETA test of the IAFF Responding to the interface WUI course in Maine. | D. Randy Denzer | 1461 | Bat 5 A | A | | 07/23/2018 | 1200 | 08/01/2018 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | District 11 Caucus | Yes | Local 975 Conference | To attend and present at the IAFF District 11 Caucus. | D. Randy Denzer | 1461 | B5 | A | | 06/18/2018 | 0700 | 06/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | | Yes | Local 975 Conference | District 11 caucus in Oklahoma | Christine Jones | 1473 | Q42 | A | | 06/18/2018 | 0700 | 06/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | Fishing Tournament | Yes | Other Association Business **define in purpose of request | Fishing Tournament Setup | Daryl Burns | 2054 | Float | B | | 06/21/2018 | 1200 | 06/24/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | B-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | AFB | Yes | Local 975 Event | Volunteer fore AFB, Relief and Outreach fund Raiser. | Dean Murphy | 1482 | Q42 | B | | 06/21/2018 | 1200 | 06/27/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | AFB | Yes | Local 975 Event | Volunteer fore AFB fundraiser for Relief and Outreach Fund. | Randell (Todd) Heiser | 1961 | E11 | B | | 06/21/2018 | 1200 | 06/27/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/14/2018 | Association Business (ABL) | AFB | Yes | Local 975 Event | Volunteer for AFB fundraiser for Relief and Outreach Fund. | Rany Balogh | 1405 | NA | N | | 06/21/2018 | 0700 | 06/22/2018 | 0700 | | | | | | | | | | | | | 10.00 | | | Approved | | Ed Services Local 975 |
| 06/14/2018 | Association Business (ABL) | AFROF Fund Raiser | Yes | Local 975 Event | Volunteer for the AFB, fund raiser the relief and outreach fund. | Tom Vocke | 1438 | NA | N | | 06/21/2018 | 0800 | 06/22/2018 | 1600 | | | | | | | | | | | | | 16.00 | | | Approved | | Ed Services Local 975 |
| 06/13/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Montgomery,AL We will be representing the Austin Fire Department competing against many departments from around the nation. NOTE - We submitted and got ABL approved earlier, but the event times changed and we will need less time off. | Richard Smith | 1993 | E8 | C | | 06/28/2018 | 1200 | 07/01/2018 | 1800 | | | | | | | | | | | | | 30.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/13/2018 | Association Business (ABL) | Scott Combat Challenge | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Montgomery,AL We will be representing the Austin Fire Department competing against many departments from around the nationNote: We submitted and got ABL approved earlier, but the event times changed and we will need less time off. | Larry Potvin | 2362 | E8 | C | | 06/28/2018 | 1200 | 07/01/2018 | 1800 | | | | | | | | | | | | | 30.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/12/2018 | Association Business (ABL) | Weatherford LODD | No | Other Association Business **define in purpose of request | Request leave to be able to attend Weatherford LODD funeral. FF Melton was a Weatherford FF before joining AFD and will be representing the AFA E board at the funeral. | Kyle Melton | 2215 | E24 | A | | 06/14/2018 | 1200 | 06/15/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 06/11/2018 | Association Business (ABL) | FIREXTALK | No | Other Association Business **define in purpose of request | I have been chosen to present "Fire Ground Tempo" for the Fire Talk PDX 2018 in Portland Oregon. The date of this event coincides with A shift July 8th. The event is very similar to TedTalk if you are familiar. For more insight into this event please visit youtube and search FIREXTALK. Full disclosure this is not the first time I have asked the union for help with leave for a fire related event, I am extremely grateful for the support our local continues to show. I understand if this request must be denied to help spread the wealth and to keep hours for other Local business. Thanks again for your time and consideration. | zach king | 2210 | E17 | A | | 07/08/2018 | 1200 | 07/11/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | NOT Approved | I talked with Chief Nicks and he has denied this request. However, he has stated that FF King can call him and talk about the request if he'd like. | Batt 4A A-Shift Commander Local 975 |
| 06/12/2018 | Association Business (ABL) | Monthly Practice | Yes | Other Association Business **define in purpose of request | Monthly ESPADA practice | Anthony Ramirez | 2602 | E21 | A | | 06/18/2018 | 0700 | 06/18/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 06/12/2018 | Association Business (ABL) | committee meeting | Yes | Other Association Business **define in purpose of request | committee meeting | Stephen Truesdell | 1495 | B6 | A | | 06/15/2018 | 0800 | 06/17/2018 | 1030 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 06/11/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | City council meeting on temporary fire stations (unsure of exact time, ABL might be adjusted with in the requested hours) | Christine Jones | 1473 | Q42 | A | | 06/14/2018 | 1200 | 06/14/2018 | 2200 | | | | | | | | | | | | | 10.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/11/2018 | Association Business (ABL) | Meeting | No | Local 975 Meeting | Meeting for the Scramble against cancer golf tournament. | Tommy Mobley | 940 | L8 | C | | 06/29/2018 | 10:00 | 06/29/2018 | 12:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/09/2018 | Association Business (ABL) | 48/96 committee | Yes | Other Association Business **define in purpose of request | to attend the 48/96 meeting | kyle melton | 2215 | 24 | A | | 06/15/2018 | 0800 | 06/17/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 06/08/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | IAFF Convention | Lynn Eichler | 1411 | E10 | C | | 08/06/2018 | 1200 | 08/10/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/08/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Workers Comp Meeting at Wellness | Lynn Eichler | 1411 | E10 | C | | 06/29/2018 | 0800 | 06/08/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/05/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 6/9 - Honor Veterans Everyday at state cemetery 6/11 - PSO interview and station visits | Christine Jones | 1473 | Q42 | A | | 06/09/2018 | 0900 | 06/11/2018 | 1200 | 06/11/2018 | 1200 | 06/11/2018 | 1800 | | | | | | | | | 9.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/06/2018 | Association Business (ABL) | Station visits | Yes | Other Association Business **define in purpose of request | Station visits to discuss member issues, ems merger feasibility, internship program. | Michael Duffee | 1298 | ngine 4 | C | | 06/07/2018 | 12:00 | 06/07/2018 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/06/2018 | Association Business (ABL) | PSO interview | Yes | Other Association Business **define in purpose of request | Assigned rep for PSO interview of AFA member. | Michael Duffee | 1298 | ngine 4 | C | | 06/08/2018 | 09:00 | 06/08/2018 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/06/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Meeting with Union representative at Union Hall | Robert Garcia | 1688 | E35 | C | | 06/07/2018 | 1200 | 06/07/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | NOT Approved | If related to disciplinary issue, member must take their own leave. | Batt 5C C-Shift Commander Local 975 |
| 06/04/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Board meeting | Lynn Eichler | 1411 | E23 | C | | 06/25/2018 | 1200 | 06/25/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/03/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI and station visits | Christine Jones | 1473 | Q42 | A | | 06/05/2018 | 1200 | 06/05/2018 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/02/2018 | Association Business (ABL) | Eboard meeting | Yes | Local 975 Meeting | Attend Eboard meeting | Daryl Burns | 2054 | Float | B | | 06/04/2018 | 0800 | 06/06/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | B-Shift Commander Local 975 |
| 06/03/2018 | Association Business (ABL) | Station Visits | No | Other Association Business **define in purpose of request | L975 AFA leave for station visits. | David Spidle | 1886 | E13 | A | | 06/11/2018 | 1200 | 06/11/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 06/01/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | E10 | C | | 06/05/2018 | 0900 | 06/05/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/01/2018 | Association Business (ABL) | Union station visits | Yes | Other Association Business **define in purpose of request | Mandatory station visits (5 hours) | mike leone | 1972 | 16 | B | | 06/03/2018 | 1200 | 06/03/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 06/01/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly union eboard meeting | mike leone | 1972 | 16 | B | | 06/03/2018 | 0800 | 06/06/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 05/24/2018 | Association Business (ABL) | Pension board meeting | Yes | Other Association Business **define in purpose of request | Attending pension board meeting as a member of AFA pension committee | michael duffee | 1298 | eng04 | C | | 05/30/2018 | 08:00 | 06/01/2018 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/25/2018 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | Attend LMI | Daryl Burns | 2054 | Float | B | | 05/29/2018 | 0900 | 05/31/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | B-Shift Commander |
| 05/23/2018 | Association Business (ABL) | Scott Firefighter Combat Challenge | Yes | Other Association Business **define in purpose of request | The ATX Team will be competing in The Scott Firefighter Combat Challenge Event in Montgomery, Alabama. We will be representing The Austin Fire Department and competing against many other fire departments from around the nation at this event. | Larry Potvin | 2362 | E8C | C | | 06/29/2018 | 1200 | 07/04/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/24/2018 | Association Business (ABL) | Pension meeting | Yes | Other Association Business **define in purpose of request | The Union pension advisory committee is trying to send someone to each of the pension meetings and it is my turn. | Richard Meyers | 1105 | E41 | C | | 05/30/2018 | 0800 | 06/01/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/23/2018 | Association Business (ABL) | John McKinney | Yes | Other Association Business **define in purpose of request | Onion Creek wildfire escape AAR | John McKinney | 1978 | Engine 2 | C | | 06/13/2018 | 1200 | 06/13/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/23/2018 | Association Business (ABL) | Board meeting | Yes | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | E10 | C | | 06/04/2018 | 1200 | 06/04/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/23/2018 | Association Business (ABL) | Firefighter Combat Challenge Montgomery, AL | Yes | Other Association Business **define in purpose of request | ATX Combat Challenge Team will be competing in the Firefighter Combat Challenge event being held in Montgomery, Al. We will be representing the Austin Fire Department competing against many departments from around the nation at this event. | Richard Smith | 1993 | Engine 8 | C | | 06/29/2018 | 1200 | 07/04/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/22/2018 | Association Business (ABL) | Council Meeting and Station Visits | Yes | Other Association Business **define in purpose of request | Council Meetings and Station Visits | Jeremy Copus | 2143 | R20 | A | | 05/24/2018 | 1200 | 05/24/2018 | 2200 | | | | | | | | | | | | | 10.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 05/19/2018 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Cadet Luncheon | Jeremy Copus | 2143 | R20 | A | | 05/21/2018 | 1200 | 05/21/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 05/18/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | E10 | C | | 05/29/2018 | 1200 | 05/29/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/16/2018 | Association Business (ABL) | Monthly Practice | Yes | Other Association Business **define in purpose of request | Requesting leave to attend monthly ESPADA practice. | Anthony Ramirez | 2602 | E21 | A | | 05/21/2018 | 12:00 | 05/21/2018 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 05/15/2018 | Association Business (ABL) | JHSAC meeting | Yes | Other Association Business **define in purpose of request | JHSAC meeting at Wellness(This request was previously submitted but has not been approved yet) | Christine Jones | 1473 | Q42 | A | | 05/16/2018 | 0730 | 05/18/2018 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/15/2018 | Association Business (ABL) | WUI Development beta test | No | Other Association Business **define in purpose of request | Beta test in Colorado springs for IAFF responding to the interface | Steven Gibbon | 1334 | wildfire | N | | 06/04/2018 | 0700 | 06/11/2018 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | Local 975 |
| 05/05/2018 | Association Business (ABL) | Monthly Union Eboard Meeting | Yes | Local 975 Meeting | Mandatory monthly union eboard meeting. Thank you. | Mike Leone | 1972 | E16 | B | | 05/07/2018 | 1200 | 05/07/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 05/04/2018 | Association Business (ABL) | Relief and Outreach Meeting | No | Other Association Business **define in purpose of request | Attend monthly relief and outreach meeting | Thomas Vocke | 1438 | NA | N | | 05/09/2018 | 1200 | 05/09/2018 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Ed Services Local 975 |
| 05/03/2018 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | To attend a meeting at the TIFMAS Symposium | Douglas R Denzer (Randy) | 1461 | Bat 5 A | A | | 05/09/2018 | 1030 | 05/09/2018 | 1930 | | | | | | | | | | | | | 9.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/02/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | General membership meeting | Mike Duffee | 1298 | eng.04 | C | | 05/08/2018 | 12:00 | 05/08/2018 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/02/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | To attend a meeting with Dr. Arthur, Dr. Kruze, and Chief Nicks. | Jeremy Copus | 2143 | escue 2 | A | | 05/03/2018 | 1200 | 05/03/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 04/27/2018 | Association Business (ABL) | IAFF RTTI Instructing in Colorado Springs | Yes | Other Association Business **define in purpose of request | Beta Test of the IAFF Responding tot he Interface Training Program in Colorado Springs, Co. | Douglas R Denzer (Randy) | 1461 | Bat 5 A | A | | 06/02/2018 | 1200 | 06/08/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 04/27/2018 | Association Business (ABL) | AFD Retirement Party | Yes | Other Association Business **define in purpose of request | AFD Retirement Party | Doyle Noffsinger | 878 | COMM | N | | 05/01/2018 | 10:00 | 05/01/2018 | 20:00 | | | | | | | | | | | | | 10.00 | | | Approved | | Local 975 |
| 04/26/2018 | Association Business (ABL) | Retirement party | Yes | Local 975 Event | Brock is a member of the retirement party committee, he will be need for this years party. | Brock Stewart | 1736 | Eng13 | B | | 05/01/2018 | 12n | 05/01/2018 | 2200 | | | | | | | | | | | | | 10.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 04/24/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA HR committee meeting | Christine Jones | 1473 | Q42 | A | | 04/27/2018 | 1200 | 04/27/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 04/23/2018 | Association Business (ABL) | HR Committee Training | Yes | Local 975 Event | Receive training on the development of the HR Committee. | Preston Curtis | 1512 | E41 | A | | 04/27/2018 | 1200 | 04/27/2018 | 1700 | 04/28/2018 | 0830 | 04/30/2018 | 1200 | | | | | | | | | 8.50 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 04/23/2018 | Association Business (ABL) | Promotional review board joint committee | No | Local 975 Meeting | promotional review board joint committee meeting | David Spidle | 1886 | ENG13 | A | | 04/24/2018 | 1200 | 04/24/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/23/2018 | Association Business (ABL) | Benefit Review Conference | No | Other Association Business **define in purpose of request | To attend a benefit review conference for an AFD member. I will be a representative of the joint worker's compensation committee. | Carrie Stewart | 1638 | E28 | C | | 04/30/2018 | 0815 | 05/02/2018 | 1200 | | | | | | | | | | | | | 3.75 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 04/23/2018 | Association Business (ABL) | Worker's Comp Committee | Yes | Other Association Business **define in purpose of request | Worker's Comp Committee - Benefit Review Conference | Carrie Stewart | 1638 | ENG 28 | C | | 04/30/2018 | 08:00 | 05/02/2018 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/24/2018 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | L975 General Membership Meeting | David Spidle | 1886 | E13 | A | | 05/15/2018 | 1200 | 05/15/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/22/2018 | Association Business (ABL) | Attendance of Conference | Yes | Other Association Business **define in purpose of request | I've been asked to represent the International Association of Firefighters for unmanned systems during the AUVSI Conference in Denver Colorado. All travel and associated cost will be covered by the IAFF. | Coitt Kessler | 1612 | E14 | C | | 04/30/2018 | 1200 | 05/06/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/20/2018 | Association Business (ABL) | MS150 | Yes | Other Association Business **define in purpose of request | Station 17 on the C shift is riding in the MS150 to support firefighter Sean Clampitt's mom who has MS. My schedule changed with child care and I am now available to participate which explains why I did not sign up when the other guys did. We would like tee shirts from the local AFA and will be sure to take plenty of pictures! Thank you so much! | Joshua Wallace | 2371 | Q17 | C | | 04/29/2018 | 1200 | 05/02/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4C C-Shift Commander Local 975 |
| 04/18/2018 | Association Business (ABL) | Retirement party | Yes | Other Association Business **define in purpose of request | David Bethke would like off as he participates in cooking brisket and sausage for 300 plus people. He works the day before the party and more than 12 hours on the day of the party to make it a success. | David Bethke | 1150 | E25 | A | | 04/30/2018 | 1200 | 05/01/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 04/18/2018 | Association Business (ABL) | Retirement party | Yes | Other Association Business **define in purpose of request | Eddie Ruiz works all day on the day of the retirement party on behalf of the Badge Fund Committee to make the party a success. | Lorenzo Ruiz | 682 | AFR06 | B | | 05/01/2018 | 1200 | 05/01/2018 | 2200 | | | | | | | | | | | | | 10.00 | | | Approved | | ARFF Local 975 |
| 04/17/2018 | Association Business (ABL) | IAFF Instructor Development conference | Yes | Local 975 Conference | To attend the IAFF Instructor Development Conference. This is mandatory to maintain status as a Peer Fitness Trainer instructor. | Carrie Stewart | 1638 | Eng28 | C | | 10/02/2018 | 1200 | 10/05/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/10/2018 | Association Business (ABL) | Southern Federation - San Antonio | Yes | Other Association Business **define in purpose of request | San Antonio - Southern Federation | David Spidle | 1886 | ENG 13 | A | | 04/12/2018 | 12:00 | 04/15/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 04/09/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 0700 meeting1030 PSO Interview | Christine Jones | 1473 | Q42 | A | | 04/13/2018 | 0600 | 04/15/2018 | 1200 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 04/09/2018 | Association Business (ABL) | Union regular membership meeting | Yes | Local 975 Meeting | Union VP required to attend regular monthly membership meetings. Thank you! | mike leone | 1972 | eng16 | B | | 04/10/2018 | 1200 | 04/10/2018 | 400 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 04/09/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Jeremy Copus | 2143 | R20A | A | | 04/10/2018 | 0900 | 04/12/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 04/09/2018 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | Attend meeting as a member of the eboard | Daryl Burns | 2054 | Float | B | | 04/10/2018 | 1200 | 04/10/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | B-Shift Commander Local 975 |
| 04/09/2018 | Association Business (ABL) | Souther federation conference | Yes | Other Association Business **define in purpose of request | Conference in San Antonio | Mike Duffee | 1298 | Eng04 | C | | 04/11/2018 | 12:00 | 04/14/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 04/07/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI meeting. | David Spidle | 1886 | E13 | A | | 04/10/2018 | 0930 | 04/10/2018 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/05/2018 | Association Business (ABL) | HR Comittee Meeting | Yes | Other Association Business **define in purpose of request | meeting with rep from international | Jonathan M Heck | 1785 | E03 | A | | 04/27/2018 | 1200 | 04/27/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/05/2018 | Association Business (ABL) | HR Committee Meeting | Yes | Local 975 Meeting | HR Committee Meeting with IAFF | Andre Jordan | 1249 | EC MGR | N | | 04/27/2018 | 07:00 | 04/30/2018 | 07:00 | | | | | | | | | | | | | 8.00 | | | Approved | | Local 975 |
| 04/05/2018 | Association Business (ABL) | HR Committee Meeting | Yes | Local 975 Meeting | HR Committee Meeting with IAFF | Preston Curtis | 1512 | ENG41 | A | | 04/27/2018 | 1200 | 04/30/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 04/04/2018 | Association Business (ABL) | Executive Board Meeting | No | Local 975 Meeting | Attend Executive Board Meeting to discuss Dispatch | Doyle Noffsinger | 878 | COMM | N | | 04/02/2018 | 0830 | 04/02/2018 | 11.30 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 04/03/2018 | Association Business (ABL) | IAFF HR Committee meeting | Yes | Other Association Business **define in purpose of request | Strategic planning meeting with IAFF HR committee member. | Vanessa Schaefer | 2313 | Eng 12 | C | | 04/27/2018 | 0700 | 04/29/2018 | 1200 | | | | | | | | | | | | | 5.00 | Recommend Approval | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/03/2018 | Association Business (ABL) | Benevolent Fund | Yes | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Jeremy Howard | 2014 | E14 | C | | 04/06/2018 | 0700 | 04/08/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/03/2018 | Association Business (ABL) | Benevolent Fund | Yes | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Chad Kirk | 1860 | R14 | C | | 04/06/2018 | 0700 | 04/08/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/03/2018 | Association Business (ABL) | IAFF WUI Build team | Yes | Other Association Business **define in purpose of request | Responding to the interface build team | Steve Gibbon | 1334 | wildfire | N | | 04/11/2018 | 0700 | 04/12/2018 | 0700 | | | | | | | | | | | | | 10.00 | | | Approved | | Local 975 |
| 03/22/2018 | Association Business (ABL) | Pension Board Meeting | Yes | Other Association Business **define in purpose of request | L975 Pension Committee Chair to attend Pension Board Meeting. | David Spidle | 1886 | E13 | A | | 03/26/2018 | 0800 | 03/26/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/02/2018 | Association Business (ABL) | WC Meeting | Yes | Other Association Business **define in purpose of request | Workers Comp meeting | Lynn Eichler | 1411 | E10 | C | | 04/06/2018 | 0800 | 04/06/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/30/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | E Board meeting | michael duffee | 1298 | eng04 | C | | 04/02/2018 | 12:00 | 04/02/2018 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 04/02/2018 | Association Business (ABL) | Worker's Comp meeting | Yes | Other Association Business **define in purpose of request | this is to attend a regularly scheduled worker's comp committee meeting. | Stewart, Carrie | 1638 | Eng28 | C | | 04/06/2018 | 0830 | 04/08/2018 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 04/01/2018 | Association Business (ABL) | Union Eboard Meeting | Yes | Local 975 Meeting | Thank you! | Mike Leone | 1972 | Eng16 | B | | 04/02/2018 | 0900 | 04/04/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 03/28/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FS Tijerina PSO interview.I apologize for the late request.Thank you | Christine Jones | 1473 | Q42 | A | | 03/29/2018 | 1100 | 03/31/2018 | 1200 | | | | | | | | | | | | | 1.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 03/28/2018 | Association Business (ABL) | IAFF WUI Design team | Yes | Other Association Business **define in purpose of request | To attend IAFF WUI Design team meeting | Douglas R Denzer (Randy) | 1461 | Bat 5 A | A | | 04/09/2018 | 1200 | 04/12/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 03/28/2018 | Association Business (ABL) | L975 Pension Board Activity | No | Other Association Business **define in purpose of request | As a member of L975 Pension Committee, attending a session at the state Senate Chambers on Pension legislation. | David Spidle | 1886 | E13 | A | | 04/04/2018 | 0900 | 04/04/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 03/25/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | Board Meeting | Lynn Eichler | 1411 | E10 | C | | 04/02/2018 | 1200 | 04/02/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander |
| 03/19/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 4/10 LMI4/24 Promotion recommendation subcommittee meeting and station visits | Christine Jones | 1473 | Q42 | A | | 04/10/2018 | 0900 | 04/12/2018 | 1200 | 04/24/2018 | 1200 | 04/24/2018 | 1800 | | | | | | | | | 9.00 | | | Approved | These two requests are approved. - Woolverton | Batt 5A A-Shift Commander Local 975 |
| 03/21/2018 | Association Business (ABL) | AFROF Meeting | No | Local 975 Meeting | Relief and Outreach Fund Meeting. | Tom Vocke | 1438 | NA | N | | 03/21/2018 | 0800 | 03/21/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Ed Services Local 975 |
| 03/16/2018 | Association Business (ABL) | MS150 - Charity Ride for MS | Yes | Other Association Business **define in purpose of request | My name is Sean Clampitt and I work at Station 17 on the C shift and after speaking with my chief, Shannon Edwards, I am emailing you because myself along with my Captain Tommy Wilkins, Specialist Jeff Sharpe, Firefighters Jason Perkins and Adam Neans plan on participating in the MS 150 this year. The MS150 is a bicycle ride from Houston to Austin over a two day period in April this year, the 28th and 29th . This is near and dear to me because my mom has MS. We are requesting ABL for 24 hours on April 29th which is the second day of the ride. Multiple Sclerosis has no cure, and every dollar raised goes to fighting for a cure. We ask that you give you consideration in this request so that we may represent AFA and the Austin Fire Department in this great cause. We are not asking for funds because we have all raised our own money. | Sean Clampitt | 2450 | QNT17 | C | | 04/29/2018 | 12:00 | 05/02/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander Local 975 |
| 04/29/2018 | Association Business (ABL) | MS150 - Charity Ride for MS | Yes | Other Association Business **define in purpose of request | My name is Sean Clampitt and I work at Station 17 on the C shift and after speaking with my chief, Shannon Edwards, I am emailing you because myself along with my Captain Tommy Wilkins, Specialist Jeff Sharpe, Firefighters Jason Perkins and Adam Neans plan on participating in the MS 150 this year. The MS150 is a bicycle ride from Houston to Austin over a two day period in April this year, the 28th and 29th . This is near and dear to me because my mom has MS. We are requesting ABL for 24 hours on April 29th which is the second day of the ride. Multiple Sclerosis has no cure, and every dollar raised goes to fighting for a cure. We ask that you give you consideration in this request so that we may represent AFA and the Austin Fire Department in this great cause. We are not asking for funds because we have all raised our own money. | Adam Neans | 2472 | QNT17 | C | | 04/29/2018 | 12:00 | 05/02/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander Local 975 |
| 03/16/2018 | Association Business (ABL) | MS150 - Charity Ride for MS | Yes | Other Association Business **define in purpose of request | My name is Sean Clampitt and I work at Station 17 on the C shift and after speaking with my chief, Shannon Edwards, I am emailing you because myself along with my Captain Tommy Wilkins, Specialist Jeff Sharpe, Firefighters Jason Perkins and Adam Neans plan on participating in the MS 150 this year. The MS150 is a bicycle ride from Houston to Austin over a two day period in April this year, the 28th and 29th . This is near and dear to me because my mom has MS. We are requesting ABL for 24 hours on April 29th which is the second day of the ride. Multiple Sclerosis has no cure, and every dollar raised goes to fighting for a cure. We ask that you give you consideration in this request so that we may represent AFA and the Austin Fire Department in this great cause. We are not asking for funds because we have all raised our own money. | Tommy Wilkins | 1010 | QNT17 | C | | 04/29/2018 | 12:00 | 05/02/2018 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 03/16/2018 | Association Business (ABL) | MS150 - Charity Ride for MS | Yes | Other Association Business **define in purpose of request | My name is Sean Clampitt and I work at Station 17 on the C shift and after speaking with my chief, Shannon Edwards, I am emailing you because myself along with my Captain Tommy Willkins, Specialist Jeff Sharpe, Firefighters Jason Perkins and Adam Neans plan on participating in the MS 150 this year. The MS150 is a bicycle ride from Houston to Austin over a two day period in April this year, the 28th and 29th . This is near and dear to me because my mom has MS. We are requesting ABL for 24 hours on April 29th which is the second day of the ride. Multiple Sclerosis has no cure, and every dollar raised goes to fighting for a cure. We ask that you give you consideration in this request so that we may represent AFA and the Austin Fire Department in this great cause. We are not asking for funds because we have all raised our own money. | Jason Perkins | 2474 | ENG17 | C | | 04/29/2018 | 12:00 | 05/02/2018 | 12:00 | | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander |
| 03/16/2018 | Association Business (ABL) | TCFP FO1 Test | Yes | Other Association Business **define in purpose of request | We will be on duty the morning of Tuesday the 20th at 8:30 when the test will be administered. | Justin Shook | 2223 | E46 | A | | 03/20/2018 | 0700 | 03/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 8A A-Shift Commander |
| 03/20/2018 | Association Business (ABL) | Officer1 State final | Yes | Other Association Business **define in purpose of request | I need to take my Officer 1 state final the morning of 3/20/2018 | Jason Paez | 1794 | Lad08 | A | | 03/20/2018 | 0700 | 03/22/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 3A A-Shift Commander |
| 03/11/2018 | Association Business (ABL) | Union Meeting - EBoard | Yes | Local 975 Meeting | To attend the Local 975 General Membership Meeting | Jeremy Copus | 2143 | R20 | A | | 03/13/2018 | 1200 | 03/13/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 03/11/2018 | Association Business (ABL) | Regular Membership Meeting | Yes | Local 975 Meeting | ABL request for regular membership meeting. | David Spidle | 1886 | ENG13 | A | | 03/13/2018 | 1200 | 03/13/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 1A A-Shift Commander Local 975 |
| 03/08/2018 | Association Business (ABL) | AFD Retirement Party | Yes | Other Association Business **define in purpose of request | I'm requesting the full shift off to conduct work associated with the retirement party. I do many task associated with the party the day before and the morning of. | Clint Brooks | 1767 | L22 | A | | 04/30/2018 | 1200 | 05/01/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4A A-Shift Commander Local 975 |
| 03/06/2018 | Association Business (ABL) | meeting | Yes | Local 975 Meeting | Meeting | Lynn Eichler | 1411 | E10 | C | | 03/13/2018 | 1000 | 03/13/2018 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 03/04/2018 | Association Business (ABL) | IAFF - Responding to the Interface Training | Yes | Local 975 Event | Per Chief Denzer's request and Coitt Kessler's recommendation, I have been asked to represent the RED Team and assist in shooting aerial photos/videos of the IAFF Training HOT Sessions taking place this week. | Preston Culver | 2262 | 23 | C | | 03/07/2018 | 0700 | 03/07/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 02/27/2018 | Association Business (ABL) | Union Meeting | No | Other Association Business **define in purpose of request | Union Committee meeting | James K. Buhrkuhl | 1181 | E45 | B | | 03/06/2018 | 0900 | 03/08/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | Batt 2B B-Shift Commander Local 975 |
| 02/27/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | Attend the monthly LMI meeting. | Jeremy Copus | 2143 | R20 | A | | 02/27/2018 | 0930 | 03/01/2018 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 02/24/2018 | Association Business (ABL) | 2018 Scott Firefighter Stair Climb for The Leukemia & Lymphoma Society | Yes | Other Association Business **define in purpose of request | I will be participating for my second year in the Scott Firefighter Stair Climb in Seattle to support and raise money for the Leukemia & Lymphoma Society for blood cancer research. I am only requesting 1 shift which is the actual day of the climb. Thank you. | Ryan Livornese | 2470 | E-17 | B | | 03/11/2018 | 1200 | 03/14/2018 | /14/201 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4B B-Shift Commander Local 975 |
| 02/25/2018 | Association Business (ABL) | Work Comp Committee Meeting | Yes | Other Association Business **define in purpose of request | Workers Compensation Committee Meeting | Lyndsey Norman | 2219 | Lad22 | B | | 02/28/2018 | 0800 | 02/28/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 4B B-Shift Commander Local 975 |
| 02/22/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Attending pension board meeting representing AFA pension committee. | Michael Duffee | 1298 | Eng04 | C | | 02/26/2018 | 07:00 | 02/28/2018 | 12:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 02/22/2018 | Association Business (ABL) | harassment reporting committee | Yes | Other Association Business **define in purpose of request | Called work session at HQ for harassment reporting committee. | Michael Duffee | 1298 | Eng 04 | C | | 03/06/2018 | 12:00 | 03/06/2018 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 02/20/2018 | Association Business (ABL) | Monthly practice | Yes | Other Association Business **define in purpose of request | Request leave to attend monthly practice for ESPADA. | Jose Anthony Ramirez | 2602 | E21 | A | | 02/26/2018 | 1200 | 02/26/2018 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 3A A-Shift Commander Local 975 |
| 02/20/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | Q42 | A | | 02/27/2018 | 0930 | 03/01/2018 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 02/17/2018 | Association Business (ABL) | IAFF Beta Class | Yes | Local 975 Meeting | Beta test for build team for IAFF wildfire | bruce mayo | 1621 | eng 20 | A | | 03/04/2018 | 1200 | 03/10/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 02/17/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | Q42 | A | | 03/05/2018 | 0800 | 03/07/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 02/17/2018 | Association Business (ABL) | IAFF WUI Design team | Yes | Other Association Business **define in purpose of request | Local 975 will be hosting a IAFF WUI course design team meeting the week of March 4th. I am the HOT day design team lead. | Douglas R Denzer (Randy) | 1461 | Bat 5 A | A | | 03/04/2018 | 1200 | 03/10/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 02/16/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | IAFF WUI work group | steven Gibbon | 1334 | wildfire | N | | 03/05/2018 | 0700 | 03/12/2018 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | This item is approved | Local 975 |
| 02/15/2018 | Association Business (ABL) | SkyFire Public Safety UAS conference | Yes | Other Association Business **define in purpose of request | The purpose of this request is to provide an opportunity to attend the Sky Fire Public Safety UAS conference in Burnet, Tx on behalf of the AFD RED Team (2/28-3/2). | Kregg Phillips | 1723 | Res 31 | A | | 03/01/2018 | 1200 | 02/04/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 02/15/2018 | Association Business (ABL) | SkyFire Public Safety UAS conference | Yes | Other Association Business **define in purpose of request | The purpose of this request is to provide an opportunity to attend the Sky Fire Public Safety UAS conference in Burnet, Tx on behalf of the AFD RED Team (2/28-3/2). | Coitt Kessler | 1612 | E14 | A | | 03/01/2018 | 1200 | 02/04/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 02/15/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | Q42 | A | | 03/05/2018 | 1200 | 03/05/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 02/13/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LT Duffee is going to attend the Cadet Graduation to represent AFA. | michael duffee | 1298 | Eng 04 | C | | 02/16/2018 | 12:00 | 02/16/2018 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 02/12/2018 | Association Business (ABL) | union meeting | Yes | Local 975 Meeting | Chief, I apologize as I was out of the country and forgot to send this prior to vacation. This is for the February monthly meeting. I understand if it is too short of request. Thanks, Lynn | Lynn Eichler | 1411 | E10 | C | | 02/13/2018 | 1200 | 02/13/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 02/12/2018 | Association Business (ABL) | Local 975 - Membership Meeting | Yes | Local 975 Meeting | Local 975 - Membership Meeting | Michael Duffee | 1298 | ENG4 | C | | 02/13/2018 | 12:00 | 02/13/2018 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 02/05/2018 | Association Business (ABL) | Relief and Outreach Meeting | Yes | Other Association Business **define in purpose of request | Attend Relief and Outreach Meeting as a board member. | Daryl Burns | 2054 | FLOAT | B | | 02/07/2018 | 0900 | 02/09/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | B-Shift Commander Local 975 |
| 02/05/2018 | Association Business (ABL) | AFROF Meeting | No | Local 975 Meeting | Attend monthly Relief and Outreach Meeting | Tom Vocke | 1438 | NA | N | | 02/07/2018 | 0830 | 02/07/2018 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | This item is approved | Ed Services Local 975 |
| 02/03/2018 | Association Business (ABL) | PAC board meeting | Yes | Local 975 Meeting | Monthly PAC board meeting | Thomas Madison | 1708 | ENG30 | B | | 02/13/2018 | 0930 | 02/15/2018 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 3B B-Shift Commander Local 975 |
| 02/02/2018 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Union Business Meeting | Isaac Rodriguez | 1631 | ENG18 | A | | 02/05/2018 | 1200 | 02/05/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 7A A-Shift Commander Local 975 |
| 02/01/2018 | Association Business (ABL) | E-Board Meeting | Yes | Local 975 Meeting | Monthly E Board Meeting | Michael Duffee | 1298 | Eng04 | C | | 02/05/2018 | 08:00 | 02/07/2018 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 01/31/2018 | Association Business (ABL) | Local 975 E-board meeting | Yes | Local 975 Meeting | Local 975 E-board meeting | David Spidle | 1886 | Eng13 | A | | 02/05/2018 | 1200 | 01/05/2018 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | Batt 1A A-Shift Commander Local 975 |
| 01/30/2018 | Association Business (ABL) | Pension Committee | Yes | Other Association Business **define in purpose of request | Union pension advisory committee | Richard Meyers | 1105 | E41 | C | | 02/02/2018 | 0830 | 02/04/2018 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 01/30/2018 | Association Business (ABL) | Austin Firefighters Association | Yes | Other Association Business **define in purpose of request | The purpose of this leave is to attend the meeting of AFA Pension Committee, Friday, February 2, 2018. | Rhonda Harms | 1955 | Q44 | C | | 02/02/2018 | 0830 | 02/04/2018 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | This item is approved | Batt 2C C-Shift Commander Local 975 |
| 02/01/2018 | Association Business (ABL) | PSO Interview | Yes | Other Association Business **define in purpose of request | PSO interview representation | Mike Duffee | 1298 | eng 04 | C | | 03/01/2018 | 12:00 | 02/01/2018 | 15:00 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 01/27/2018 | Association Business (ABL) | 2018 HR ALTS Conference | Yes | Local 975 Conference | Preston is one of 6 members to attend the 2018 ALTS COnference | Preston Curtis | 1512 | ENG 41 | A | | 01/27/2018 | 12:00 | 02/02/2018 | 12:00 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved. Received email from union prior to departure and confirmed via txt approval. | Batt 7A A-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/25/2018 | Association Business (ABL) | PFT training | No | Other Association Business **define in purpose of request | Attend two day PFT training to retain certification. | Harold Kelly | 1966 | 34 | A | | 02/23/2018 | 1200 | 02/23/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 2A A-Shift Commander Local 975 |
| 01/21/2018 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting and station visits | Christine Jones | 1473 | Q42 | A | | 02/05/2018 | 1200 | 02/05/2018 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 01/19/2018 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | Attend LMI meeting at HQ | Daryl Burns | 2054 | Float | B | | 01/23/2018 | 0900 | 01/25/2018 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | B-Shift Commander Local 975 |
| 01/17/2018 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | E10 | C | | 01/23/2018 | 1200 | 01/23/2018 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 01/16/2018 | Association Business (ABL) | Human Relations Conference | Yes | Other Association Business **define in purpose of request | IAFF is hosting a conference that will focus on Human Relations. I was requested to attend. | Andrew Ramon | 1987 | E15 | B | | 01/28/2018 | 12:00 | 02/03/2018 | 12:00 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 5B B-Shift Commander Local 975 |
| 01/15/2018 | Association Business (ABL) | Peer Fitness Trainer Class | Yes | Other Association Business **define in purpose of request | Continuing education for Peer Fitness Trainer. Requesting class leave for February 22/23 0800-1700 | Justin Klos | 2297 | E24 | C | | 02/22/2018 | 1200 | 02/22/2018 | 1730 | 02/23/2018 | 0730 | 02/23/2018 | 1200 | | | | | | | | | 10.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander Local 975 |
| 01/14/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Stake holders meeting for Phase 6 remodels at HQ | Brent Sojolseth | 1637 | Eng 11 | C | | 01/17/2018 | 12:00 | 01/17/2018 | 16:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 4C C-Shift Commander Local 975 |
| 01/14/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Stake holder meeting at HQ, phase 6 | michael duffee | 1298 | eng04 | C | | 01/17/2018 | 12:00 | 01/17/2018 | 16:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 01/14/2018 | Association Business (ABL) | IAFF Leadership Conference | Yes | Local 975 Conference | I'd like to attend the leadership conference in preparation of becoming further involved in the union. | Vanessa Schaefer | 2313 | Eng 12 | C | | 01/27/2018 | 1000 | 02/01/2018 | 1200 | | | | | | | | | | | | | 26.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 01/12/2018 | Association Business (ABL) | IAFF ALTS | Yes | Local 975 Conference | I have been asked to present at the IAFF ALTS in Orlando the week of Jan 29th. I submitted an ABL request that was approved previously for my Jan 30th Shift. I need to extend this for travel reasons to cover the Jan 27th shift. I am returning to attend the BC workday on the 31st. | Douglas R Denzer (Randy) | 1461 | Bat 5 A | A | | 01/27/2018 | 1200 | 01/31/2018 | 0800 | | | | | | | | | | | | | 46.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 01/11/2018 | Association Business (ABL) | Benevolent Fund Meeting | No | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Jeremy Russ Howard | 2014 | E14 | C | | 01/18/2018 | 0 | 01/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 6C C-Shift Commander Local 975 |
| 01/11/2018 | Association Business (ABL) | Benevolent Fund Meeting | No | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Jeremy Russ Howard | 2014 | E14 | C | | 01/18/2018 | 0700 | 01/20/2018 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 6C C-Shift Commander Local 975 |
| 01/11/2018 | Association Business (ABL) | DC Burn Foundation FF Burn Survivor Week | No | Local 975 Event | Attend week camp/conference in Colorado Springs for firefighters and burn survivors. | Jeremiah Casares | 2142 | Q18 | A | | 01/15/2018 | 1200 | 01/24/2018 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | This item is approved | Batt 7A A-Shift Commander Local 975 |
| 01/11/2018 | Association Business (ABL) | Scott Firefighter Stairclimb Seattle | Yes | Other Association Business **define in purpose of request | Scott Firefighter Stair Climb Seattle benefiting The Leukemia & Lymphoma Society in order to raise money for this cause which effects the entire Firefighting community. We will also be climbing in honor of Samara Watson (AFD FF Ryan Watson's daughter who is battling Leukemia. | Richard Smith | 1993 | Engine 8 | C | | 03/09/2018 | Noon | 03/15/2018 | Noon | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 01/08/2018 | Association Business (ABL) | Fire Officer 1 | No | Other Association Business **define in purpose of request | I would like to request ABL to attend a Fire Officer 1 course through TEEX, located in College Station. I know that spots are tight in the Fire Officer courses through ACC/AFD. I would be paying for this out of pocket and would like to know if ABLs available for these type of situations. I am submitting well in advance due to the registration constraints and limited availability of spots at TEEX. | carlos encarnacion | 2284 | E23 | C | | 03/06/2018 | 1200 | 03/12/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 01/08/2018 | Association Business (ABL) | Scott Firefighter Stairclimb | Yes | Other Association Business **define in purpose of request | Participating in the Scott Firefighter Stairclimb in honor of Samara Watson, FF Ryan Watson's daughter. | Adam Finkenbinder | 2146 | ENG17 | A | | 03/10/2018 | 1200 | 03/13/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4A A-Shift Commander Local 975 |
| 01/08/2018 | Association Business (ABL) | Scott Firefighter Stairclimb | Yes | Other Association Business **define in purpose of request | Doing the Scott Firefighter Stair climb which is to raise money for the Leukemia Lymphoma Society, climbing this year in honor of the daughter of Ryan Watson. | Firefighter Roth Lamb | 2211 | E17 | A | | 03/10/2018 | 1200 | 03/13/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4A A-Shift Commander Local 975 |
| 01/08/2018 | Association Business (ABL) | Phase 6 locker room project meeting | Yes | Other Association Business **define in purpose of request | As a firefighter stationed at one of the stations in Phase 6, I am interested in attending this stakeholder's meeting. | Vanessa Schaefer | 2313 | Eng12 | C | | 01/17/2018 | 1200 | 01/17/2018 | 1300 | | | | | | | | | | | | | 1.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 01/09/2018 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Meeting with bond recommendation committee. | Michael Duffee | 1298 | eng 04 | C | | 01/12/2018 | 08:00 | 01/14/2018 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 01/06/2018 | Association Business (ABL) | | Yes | Local 975 Conference | IAFF ALTS and Human Relations Conference | Christine Jones | 1473 | Q42 | A | | 01/27/2018 | 1200 | 02/02/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 01/06/2018 | Association Business (ABL) | AFA 975 Eboard meeting | Yes | Local 975 Meeting | Mandatory union meeting. Thank you. | Mike Leone | 1972 | E16 | B | | 01/08/2018 | 0800 | 01/10/2018 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 3B B-Shift Commander Local 975 |
| 01/05/2018 | Association Business (ABL) | Union | No | Local 975 Meeting | Union business | Davide Spidle | 1586 | e 13 a | A | | 01/09/2018 | 12:00 | 01/09/2018 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved! | Batt 1A A-Shift Commander Local 975 |
| 01/05/2018 | Association Business (ABL) | 975 Workers Comp Mtg | No | Local 975 Meeting | 975 Workers Comp Mtg | Peter Telliha | 1272 | B7 | B | | 01/11/2018 | 0800 | 01/13/2018 | 1030 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 7B B-Shift Commander Local 975 |
| 01/03/2018 | Association Business (ABL) | Cancer fundraiser | Yes | Other Association Business **define in purpose of request | I am requesting a shift off on behalf of local 975 due to my participation in the Leukemia and Lymphoma societies annual stair climb benefiting those that are fighting Leukemia, Lymphoma, Myeloma, and Hodgkin's diseases. This year the team is climbing in honor of Engine 2 Firefighter Ryan Watson's Daughter who is currently fighting and we plan to carry her photo with us to the top! I completely understand that times are tough and money is tight, however, I would be honored to represent Local 975 in Seattle and extremely grateful for any help that can be offered. | Zach King | 2210 | E17 | A | | 03/10/2018 | 1200 | 03/13/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4A A-Shift Commander Local 975 |
| 01/03/2018 | Association Business (ABL) | Relief and Outreach Meeting | No | Other Association Business **define in purpose of request | Relief and Outreach Board Meeting | Tom Vocke | 1438 | NA | N | | 01/10/2018 | 0830 | 01/10/2018 | 1130 | | | | | | | | | | | | | 3.00 | | | Approved | | Ed Services Local 975 |
| 12/29/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | 1/4 - FF Garcia PSO meeting1/9 - General membership meeting | Christine Jones | 1473 | Q42 | A | | 01/04/2018 | 1000 | 01/06/2018 | 1200 | 01/09/2018 | 1200 | 01/09/2018 | 1800 | | | | | | | | | 8.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 12/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | January Board Meeting | Lynn Eichler | 1411 | E10C | C | | 01/08/2018 | 1200 | 01/08/2018 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 12/14/2017 | Association Business (ABL) | Instructor State test | Yes | Other Association Business **define in purpose of request | My purpose of the request is to take the written state test for Instructor II. Thank you. | Harold Kelly | 1966 | 4 A shift | A | | 12/19/2017 | 1200 | 12/19/2017 | 1530 | | | | | | | | | | | | | 3.50 | | | Approved | This item is approved | Batt 2A A-Shift Commander Local 975 |
| 12/06/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly union meeting | Michael Duffee | 1298 | eng04 | C | | 12/12/2017 | 12:00 | 12/12/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 12/06/2017 | Association Business (ABL) | Trail of Lights | No | Other Association Business **define in purpose of request | ESPADA has been asked to perform at the opening ceremony and then again later at the Texas flag for Heroes Night at the Trail of Lights. | Elizabeth Donelson | 1776 | E12 | C | | 12/12/2017 | 1200 | 12/13/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 12/06/2017 | Association Business (ABL) | AFROF Meeting | No | Local 975 Meeting | Relief and Outreach Board Meeting | Tom Vocke | 1438 | NA | N | | 12/11/2017 | 0800 | 12/11/2017 | 1100 | | | | | | | | | | | | | 3.00 | | | Approved | This item is appoved | Ed Services Local 975 |
| 12/04/2017 | Association Business (ABL) | IAFF WUI Build Team | Yes | Other Association Business **define in purpose of request | Working on the WUI Training program. | Steven Gibbon | 1334 | Wildfire | C | | 12/11/2017 | 0700 | 12/25/2017 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | This item is approved | Local 975 |
| 12/03/2017 | Association Business (ABL) | ALTS leadership conference and cancer symposium | Yes | Local 975 Conference | To attend ALTs as a speaker and to attend ALTs lectures regarding cancer prevention. I also will also be attending the IAFF cancer symposium immediately after ALTs. | Carrie Stewart | 1638 | Eng28 | C | | 01/27/2018 | 1200 | 02/04/2018 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 6C C-Shift Commander Local 975 |
| 12/02/2017 | Association Business (ABL) | PAC board meeting | Yes | Local 975 Meeting | PAC Board Meeting | Thomas Madison | 1708 | E30 | B | | 12/12/2017 | 0930 | 12/14/2017 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 3B B-Shift Commander Local 975 |
| 12/01/2017 | Association Business (ABL) | EBoard and Membership Meeting | Yes | Local 975 Meeting | Attend December EBoard and General Membership meetings. | Geoff Mitchell | 1386 | E18 | C | | 12/04/2017 | 0800 | 12/04/2017 | 1200 | 12/12/2017 | 1200 | 12/12/2017 | 1800 | | | | | | | | | 10.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 11/29/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Michael Duffee | 1298 | Eng 4 | C | | 12/04/2017 | 08:00 | 12/06/2017 | 12:00 | 12/12/2017 | 12:00 | 12/12/2017 | 16:00 | | | | | | | | | 8.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 11/29/2017 | Association Business (ABL) | IAFF ALTS Conference | No | Local 975 Event | The IAFF has requested a presentation from the RED Team. I'll be representing AFD and Local 975 at the ALTS Leadership Conference. | Coitt Kessler | 1612 | E14 | A | | 01/30/2018 | 1200 | 02/02/2018 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 11/28/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | Q42 | A | | 12/05/2017 | 1000 | 12/07/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/04/2017 | Association Business (ABL) | Executive Board Meeting | Yes | Local 975 Meeting | Executive Board Meeting | Lynn Eichler | 1411 | E10 | C | | 12/04/2017 | 08:00 | 12/04/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 11/25/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA Budget workshop | Christine Jones | 1473 | Q42 | A | | 11/28/2017 | 1200 | 11/28/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 11/25/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting and station visits | Christine Jones | 1473 | Q42 | A | | 12/04/2017 | 1200 | 12/04/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 11/19/2017 | Association Business (ABL) | IAFF wildfire build | Yes | Other Association Business **define in purpose of request | We are building the IAFF WUI program. | Bruce Mayo | 1621 | Eng 20 | A | | 12/11/2017 | 0600 | 12/16/2017 | 1200 | | | | | | | | | | | | | 30.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 11/18/2017 | Association Business (ABL) | Instructor 1 TCFP Final Exam | Yes | Other Association Business **define in purpose of request | Instructor 1 TCFP Final Exam | Brett Ketchum | 1967 | E16 | C | | 11/21/2017 | 1200 | 11/21/2017 | 1530 | | | | | | | | | | | | | 3.50 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 11/16/2017 | Association Business (ABL) | IAFF ALTS | No | Local 975 Conference | I have been asked to teach at the IAFF Leadership Conference. I have shortened my date to ensure I return for the BC Workday | D. Randy Denzer | 1461 | Bat 5 | A | | 01/30/2018 | 1200 | 01/31/2018 | 0800 | | | | | | | | | | | | | 20.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 11/16/2017 | Association Business (ABL) | IAFF WUI Work Conference | Yes | Other Association Business **define in purpose of request | IAFF WUI Design Team Meeting in Austin | D. Randy Denzer | 1461 | Bat 5 | A | | 12/11/2017 | 0700 | 12/16/2017 | 1200 | | | | | | | | | | | | | 29.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 11/13/2017 | Association Business (ABL) | General Membership | Yes | Local 975 Meeting | Attend general membership meeting | Daryl Burns | 2054 | Float | B | | 11/14/2017 | 1200 | 11/14/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | B-Shift Commander Local 975 |
| 11/13/2017 | Association Business (ABL) | Monthly AFA 975 meeting | Yes | Local 975 Meeting | Monthly union meeting. Thanks in advance Chief. | Mike Leone | 1972 | E16 | B | | 11/14/2017 | 1200 | 11/14/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 3B B-Shift Commander Local 975 |
| 11/07/2017 | Association Business (ABL) | Union Represention of member | Yes | Other Association Business **define in purpose of request | I have been asked to represent an AFD member on behalf of the AFA 975 in a vehicle accident meeting with the PSO. | Mike Leone | 1972 | 16 | B | | 11/09/2017 | 1000 | 11/11/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved. | Batt 3B B-Shift Commander Local 975 |
| 11/04/2017 | Association Business (ABL) | EBoard meeting | Yes | Local 975 Meeting | Attend November EBoard meeting. | Geoff Mitchell | 1386 | E18 | C | | 11/06/2017 | 1200 | 11/06/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 11/02/2017 | Association Business (ABL) | Benevolent Fund Meeting | No | Local 975 Meeting | B Fund Thanks | Jeremy Howard | 2014 | E14 | C | | 11/07/2017 | 0700 | 11/09/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved! | Batt 6C C-Shift Commander Local 975 |
| 10/31/2017 | Association Business (ABL) | Training seminar | Yes | Other Association Business **define in purpose of request | Organize and instruct ventilation training seminar for AFD and other departments. This a benefit for Sam Porter, an ESD 5 firefighter injured in an accident. | Zach King | 2210 | Eng 17 | A | | 11/04/2017 | 1200 | 11/05/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 4A A-Shift Commander Local 975 |
| 10/30/2017 | Association Business (ABL) | Camp Ax | Yes | Other Association Business **define in purpose of request | Function as a counselor at the Teen Retreat Burn Survivors camp. Transportation and adult supervision. | Daryl Burns | 2054 | FLOAT | B | | 11/11/2017 | 1200 | 11/14/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | B-Shift Commander Local 975 |
| 10/25/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting | Mark Schultz | 841 | E-40 | C | | 11/06/2017 | 1200 | 11/06/2017 | 1600 | 11/07/2017 | 0800 | 11/07/2017 | 1200 | | | | | | | | | 8.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 10/25/2017 | Association Business (ABL) | Seminar | Yes | Other Association Business **define in purpose of request | Fire Service Cancer seminar in Pasadena, CA. | Carrie Stewart | 1638 | E28 | C | | 11/30/2017 | 1200 | 12/01/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 6C C-Shift Commander Local 975 |
| 11/30/2017 | Association Business (ABL) | Seminar | Yes | Other Association Business **define in purpose of request | Fire Cancer Seminar in Pasadena, Ca. | Lynn Eichler | 1411 | E10 | C | | 11/30/2017 | 1200 | 12/01/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 10/25/2017 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Budget meeting | Lynn Eichler | 1411 | E10 | C | | 11/28/2017 | 0800 | 11/28/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 10/25/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | E10 | C | | 11/06/2017 | 1200 | 11/06/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 10/25/2017 | Association Business (ABL) | Trustee Audit of AFA | Yes | Other Association Business **define in purpose of request | Attend and conduct monthly audit. | Geoff Mitchell | 1386 | E18 | C | | 10/26/2017 | 1000 | 10/26/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 10/23/2017 | Association Business (ABL) | Special Meeting - Local 975 | Yes | Local 975 Meeting | Special Meeting - Local 975 | Jeffrey Mears | 1713 | ENG36 | A | | 10/24/2017 | 08:00 | 10/24/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 8A A-Shift Commander Local 975 |
| 10/21/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | union meeting regarding camera in locker room incident at Central's | amy debish | 1819 | 36 | A | | 10/24/2017 | 0800 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 8A A-Shift Commander Local 975 |
| 10/20/2017 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Class 122 Cadet Luncheon | Jeremy Copus | 2143 | escue 2 | A | | 10/24/2017 | 0730 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 10/20/2017 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Class 122 Cadet Luncheon | Jeremy Copus | 2143 | escue 2 | A | | 10/24/2017 | 0730 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 10/19/2017 | Association Business (ABL) | IAFF wellness | Yes | Local 975 Conference | Attend IAFF conference in Clearwater Florida | Steven Gibbon | 1334 | Wildfire | N | | 10/23/2017 | 0700 | 10/30/2017 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | This item is approved. | Local 975 |
| 10/18/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LTAD subcommittee meeting AT HQ | Christine Jones | 1473 | Q42 | A | | 11/01/2017 | 1200 | 11/01/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 10/17/2017 | Association Business (ABL) | Cancer Dogs - Meeting | No | Local 975 Meeting | Cancer Dogs - Meeting | Michael Leone | 1972 | ENG16 | B | | 10/18/2017 | 12:00 | 10/18/2017 | 14:30 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved. | Batt 3B B-Shift Commander Local 975 |
| 10/17/2017 | Association Business (ABL) | Local 975 Meeting | Yes | Local 975 Meeting | Local 975 - Meeting | Rebecca Ackerman | 1176 | COMM | N | | 10/24/2017 | 08:30 | 10/24/2017 | 11:30 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | Local 975 |
| 10/16/2017 | Association Business (ABL) | IAFF Instructor Development | Yes | Other Association Business **define in purpose of request | IAFF IDC - Instructor Development Conference | Bruce Mayo | 1621 | ENG20 | A | | 10/23/2017 | 12:00 | 10/26/2017 | 20:00 | | | | | | | | | | | | | 32.00 | | | Approved | This item has been approved | Batt 6A A-Shift Commander Special Operations Local 975 |
| 10/16/2017 | Association Business (ABL) | IAFF - Instructor Development | Yes | Other Association Business **define in purpose of request | IAFF - IDC - Instructor Development Conference | Steven Gibbon | 1334 | Wildfire | N | | 10/23/2017 | 7:00 | 10/30/2017 | 7:00 | | | | | | | | | | | | | 40.00 | | | Approved | This item is approved | Local 975 |
| 10/16/2017 | Association Business (ABL) | Trustee Audit - Association | No | Other Association Business **define in purpose of request | Trustee Audit of Association | Aaron Brooks | 1671 | Dispatch | N | | 10/26/2017 | 10:00 | 10/26/2017 | 13:00 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved | |
| 10/13/2017 | Association Business (ABL) | Scotts Firefighter Combat Challenge Worlds | Yes | Other Association Business **define in purpose of request | Submitted this request earlier and was approved, but the wrong date of return was assigned, so I am resubmitting the request with the corrected date.I have qualified for the Worlds Scotts Firefighter Combat Challenge. There I will represent the AustinFire Department among some of the fittest firefighters in the world. the entire season I have used myown leave and expenses in order to get qualified. I am asking for this time off in order to representAFD. | Richard Smith | 1993 | Engine 8 | C | | 10/22/2017 | noon | 10/31/2017 | noon | | | | | | | | | | | 72.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 10/13/2017 | Association Business (ABL) | 975 Cancer Dog Trial | Yes | Local 975 Event | Administering Cancer Dog Trial tests to participants at the Union Hall from 1000-1400 | Mike Leone | 1972 | E16 | B | | 10/16/2017 | 0900 | 10/18/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved! | Batt 3B B-Shift Commander Local 975 |
| 10/11/2017 | Association Business (ABL) | IAFF IDC | No | Local 975 Conference | This request has previously approved on a 40 work week(8/17/17). I am resubmitting since I will now be on a 53 hour work week and need an additional 8 hours. I have been requested to be an speaker/instructor at the 2017 IAFF instructor Development Conference in Clearwater, Florida. The conference runs from Oct 22nd through the 26th | Douglas Randall Denzer | 1461 | Bat 5 | A | | 10/23/2017 | 1200 | 10/29/2017 | 1200 | | | | | | | | | | | 48.00 | | | Approved | This item is approved | Batt 5A A-Shift Commander Local 975 |
| 10/11/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Union meeting | Anna Watson | 2611 | Q42 | A | | 10/24/2017 | 0800 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved. | Batt 5A A-Shift Commander Local 975 |
| 10/11/2017 | Association Business (ABL) | Scotts Firefighter Combat Challenge Worlds | Yes | Other Association Business **define in purpose of request | I have qualified for the Worlds Scotts Firefighter Combat Challenge. There I will represent the Austin Fire Department among some of the fittest firefighters in the world. the entire season I have used my own leave and expenses in order to get qualified. I am asking for this time off in order to represent AFD. | Larry Potvin | 2362 | Engine 8 | C | | 10/22/2017 | noon | 10/31/2017 | noon | | | | | | | | | | | 72.00 | | | Approved | This item is approved. | Batt 3C C-Shift Commander Local 975 |
| 10/11/2017 | Association Business (ABL) | Scotts Firefighter Combat Challenge Worlds | Yes | Other Association Business **define in purpose of request | I have qualified for the Worlds Scotts Firefighter Combat Challenge. There I will represent the Austin Fire Department among some of the fittest firefighters in the world. the entire season I have used my own leave and expenses in order to get qualified. I am asking for this time off in order to represent AFD. | Richard Smith | 1993 | Engine 8 | C | | 10/22/2017 | noon | 10/28/2017 | noon | | | | | | | | | | | 72.00 | | | Approved | This item is approved | Batt 3C C-Shift Commander Local 975 |
| 10/09/2017 | Association Business (ABL) | PSO Interview | Yes | Other Association Business **define in purpose of request | PSO Interview. | Michael Leone | 1972 | E16 | B | | 10/12/2017 | 1200 | 10/12/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | This item is approved. | Batt 3B B-Shift Commander Local 975 |
| 10/06/2017 | Association Business (ABL) | PAC board meeting | Yes | Local 975 Meeting | Requesting 2.5 hours leave to attend the PAC board meeting. | Thomas Madison | 1708 | ENG30 | B | | 10/10/2017 | 0930 | 10/12/2017 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | This item is approved | Batt 3B B-Shift Commander Local 975 |
| 10/08/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Union meeting | Jamie Shingleton | 2314 | E2 | A | | 10/24/2017 | 0800 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 1A A-Shift Commander Local 975 |
| 10/06/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Regular membership meeting (October) | Michael Duffee | 1298 | Eng04 | C | | 10/10/2017 | 12:00 | 10/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/05/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Union meeting | Christine Jones | 1473 | Q42 | A | | 10/24/2017 | 0800 | 10/26/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved. | Batt 5A A-Shift Commander Local 975 |
| 10/03/2017 | Association Business (ABL) | Attend IAFF IDC | Yes | Local 975 Conference | This request is to attend the IAFF's Instructor Development Conference. I'll be presenting the NFPA 2400 standard | Coitt Kessler | 1612 | E14 | A | | 10/23/2017 | 1200 | 10/26/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | This item is approved | Batt 6A A-Shift Commander Local 975 |
| 10/02/2017 | Association Business (ABL) | LMI / Monthly Meeting | Yes | Local 975 Meeting | Attend LMI and October general membership meeting. | Geoff Mitchell | 1386 | E18 | C | | 10/10/2017 | 1200 | 10/10/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | This item has been approved | Batt 7C C-Shift Commander Local 975 |
| 10/02/2017 | Association Business (ABL) | AFA Membership Meeting | Yes | Local 975 Meeting | AFA Membership Meeting | Barbara Scotti | 1554 | ENG16 | C | | 10/10/2017 | 12:00 | 10/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item has been approved | Batt 3C C-Shift Commander Local 975 |
| 10/02/2017 | Association Business (ABL) | AFA Membership Meeting | Yes | Local 975 Meeting | AFA Membership Meeting | Lynn Eichler | 1411 | ENG10 | C | | 10/10/2017 | 12:00 | 10/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | This item has been approved | Batt 3C C-Shift Commander Local 975 |
| 10/02/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Membership meeting | Mark Schultz | 841 | E-40 | C | | 10/10/2017 | 1200 | 10/02/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 7C C-Shift Commander Local 975 |
| 09/29/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E-board meeting | Michael Duffee | 1298 | Eng. 4 | C | | 10/02/2017 | 08:00 | 10/04/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | This item is approved | Batt 1C C-Shift Commander Local 975 |
| 09/28/2017 | Association Business (ABL) | City Council Meeting | No | Other Association Business **define in purpose of request | City Council is voting on Collective Bargaining Agreement in today's Session. | Michael Duffee | 1298 | ENG04 | C | | 09/28/2017 | 12:00 | 09/28/2017 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | This item is approved! | Batt 1C C-Shift Commander Local 975 |
| 09/27/2017 | Association Business (ABL) | Executive Board Meeting | Yes | Local 975 Meeting | Executive Board Meeting AFA | Mark Schultz | 841 | ENG40 | C | | 10/02/2017 | 09:00 | 10/02/2017 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/26/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting/station visits | Christine Jones | 1473 | Q42 | A | | 10/02/2017 | 1200 | 10/02/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 09/25/2017 | Association Business (ABL) | Interview with APD regarding women's locker room recording incident | No | Other Association Business **define in purpose of request | I have an appointment to meet with a detective regarding the centrals women's locker room incident. Their schedule is tight and the detective has limited availability. I will need 1 to 2 hours of leave | Rikki Stankevitz | 2317 | 17 | A | | 09/26/2017 | 12:00 | 09/26/2017 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 4A A-Shift Commander |
| 10/02/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Executive Board Meeting - AFA | Lynn Eichler | 1411 | ENG10 | C | | 10/02/2017 | 08:00 | 10/02/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/02/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Executive Board Meeting - AFA | Lynn Eichler | 1411 | ENG10 | C | | 10/02/2017 | 08:00 | 10/02/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/22/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | Executive Board Member attending New Cadet Class Luncheon | Lynn Eichler | 1411 | ENG40 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | Executive Board attending New Cadet Class Luncheon | Michael Duffee | 1298 | ENG04 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | Member representation | Yes | Other Association Business **define in purpose of request | Represent member during PSO interview. | Geoff Mitchell | 1386 | E18 | C | | 09/28/2017 | 1200 | 09/28/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | EBOARD - New Cadet Class Luncheon | Geoffrey Mitchell | 1386 | ENG18 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | Presentation for New Cadet Class Luncheon | Elizabeth Donelson | 1776 | ENG12 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | BFund Presentation at the New Cadet Class Luncheon | Jeremy R Howard | 2014 | RES14 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 09/21/2017 | Association Business (ABL) | AFA Cadet Luncheon | Yes | Local 975 Meeting | Espada presentation to the New Cadet Class at the AFA Hall. | Andre de la Reza | 1683 | ENG02 | C | | 09/25/2017 | 12:00 | 09/25/2017 | 16:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/19/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA meeting. | Firefighter Deann Dowell | 2337 | QNT18 | C | | 09/20/2017 | 0800 | 09/20/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/19/2017 | Association Business (ABL) | 975 Meeting | Yes | Local 975 Meeting | Attendance at AFA meeting. | Geoff Mitchell | 1386 | E18 | C | | 09/20/2017 | 0900 | 09/20/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/19/2017 | Association Business (ABL) | CBA | No | Bargaining | I would like to discuss the bargaining agreement with Station 36 and their captains compliment. | James Rae | 1262 | R14 | A | | 09/20/2017 | 1200 | 09/20/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 09/20/2017 | Association Business (ABL) | Meeting Executive Board | Yes | Local 975 Meeting | Meeting with Executive Board | Michael Duffee | 1298 | ENG 04 | C | | 09/20/2017 | 8:00 | 09/20/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/20/2017 | Association Business (ABL) | Meeting with Executive Board | Yes | Local 975 Meeting | Meeting with Executive Board | Bara Scotti | 1554 | E 16 | C | | 09/20/2017 | 08:00 | 09/20/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/18/2017 | Association Business (ABL) | Meeting with Executive Board | Yes | Local 975 Meeting | Meeting with Executive Board | Sandra George | 2461 | E 07 | C | | 09/20/2017 | 08:00 | 09/20/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/17/2017 | Association Business (ABL) | Relief and Outreach Golf Tournament | Yes | Local 975 Event | Sorry for the late request. This event snuck up on me. I volunteered to help with the Relief and Outreach Golf Event. I will be manning a hole for AFA 975. | Mike Leone | 1972 | E16 | B | | 09/18/2017 | 1200 | 09/18/2017 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 09/17/2017 | Association Business (ABL) | Executive Board Meeting | No | Local 975 Meeting | Meeting with Executive Board - Local 975 | Mark Schultz | 841 | ENG40 | C | | 09/20/2017 | 08:30 | 09/20/2017 | 12:00 | | | | | | | | | | | | | 3.50 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 09/17/2017 | Association Business (ABL) | Executive Board Meeting | No | Local 975 Meeting | Meeting with Local 975 Executive Board | Rebecca Ackerman | 1176 | COMM | N | | 09/20/2017 | 08:30 | 09/20/2017 | 11:30 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 09/17/2017 | Association Business (ABL) | Executive Board Meeting | Yes | Local 975 Meeting | Meeting with Executive Board | Elizabeth Donelson | 1776 | ENG12 | C | | 09/20/2017 | 08:00 | 09/20/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/15/2017 | Association Business (ABL) | Workers Compensation Meeting | Yes | Other Association Business **define in purpose of request | Meeting with WC, RM and Local 975 WC committee | Peter Telliha | 1272 | Batt07 | B | | 09/22/2017 | 0800 | 09/22/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7B B-Shift Commander Local 975 |
| 09/15/2017 | Association Business (ABL) | Trustee Audit | No | Other Association Business **define in purpose of request | Monthly Trustee Audit | Aaron Brooks | 1671 | Dispatch | N | | 09/20/2017 | 0900 | 09/20/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 09/15/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | LMI and station visits | Christine Jones | 1473 | Q42 | A | | 09/26/2017 | 1200 | 09/26/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 09/14/2017 | Association Business (ABL) | Meetings in Washington DC - ANSI and FAA | No | Other Association Business **define in purpose of request | I'm requesting ABL to represent the IAFF and the AFD RED Team in meetings in Washington DC. Topics include ANSI Standard's creation for UAS and FAA collaboration for Public Safety UAS use. Thank you | Coitt Kessler | 1612 | E14 | A | | 09/26/2017 | 1200 | 10/02/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 09/12/2017 | Association Business (ABL) | Golf Tournament | Yes | Local 975 Event | Working Golf Tournament as Eboard member and R&OR board member. | Daryl Burns | 2054 | Q17 | B | | 09/18/2017 | 1200 | 09/21/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/12/2017 | Association Business (ABL) | AFROF Cancer | No | Local 975 Event | Volunteering all food prep for event | David Quinn Tiemann | 2369 | 22 | B | | 09/18/2017 | 1200 | 09/21/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/09/2017 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | Attend General Meeting as a member of the eboard. | Daryl Burns | 2054 | Q17 | B | | 09/12/2017 | 1200 | 09/12/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/09/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | I have a notice of allegations meeting at 12:15 at AFD HQ. This occurs on my normal shift (8). After the meeting, I have a general membership union meeting. I am a member of the E-board. Thanks you. | michael leone | 1972 | e16 | B | | 09/12/2017 | 1200 | 09/12/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 09/08/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 9/11 Bargaining team meeting9/14 AFA membership bargaining education session | Christine Jones | 1473 | Q42 | A | | 09/11/2017 | 1200 | 09/11/2017 | 1700 | 09/14/2017 | 1200 | 09/14/2017 | 1700 | | | | | | | | | 10.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 09/08/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining team meeting. | Jeremy Copus | 2143 | QNT18 | A | | 09/11/2017 | 1200 | 09/11/2017 | 1700 | 09/14/2017 | 1200 | 09/14/2017 | 1600 | | | | | | | | | 9.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 09/08/2017 | Association Business (ABL) | Bargaining | No | Bargaining | Collective Bargaining | Alex Vanegas | 1976 | Q1 | B | | 09/13/2017 | 0900 | 09/15/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 09/08/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Educational presentations to membership about proposed CBA. | Vanessa Schaefer | 2313 | Eng12 | C | | 09/13/2017 | 1200 | 09/13/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/08/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Educational presentation to membership about proposed CBA. | Vanessa Schaefer | 2313 | Eng12 | C | | 09/14/2017 | 0900 | 09/16/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/04/2017 | Association Business (ABL) | Bargaining | Yes | Other Association Business **define in purpose of request | Local 975 Executive Board meeting. | Jeremy Copus | 2143 | QNT18 | A | | 09/05/2017 | 1200 | 09/05/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 09/04/2017 | Association Business (ABL) | CBA | Yes | Bargaining | bargaining team meeting to prep for mediation | James Rae | 1262 | R14 | A | | 09/05/2017 | 1030 | 09/05/2017 | 3:30 | 09/06/2017 | 0700 | 09/07/2017 | 1200 | | | | | | | | | 8.50 | | | Approved | | Batt 6A A-Shift Commander Local 975 AAFFA |
| 09/04/2017 | Association Business (ABL) | Bargaining/Executive Team meeting | Yes | Bargaining | Executive team meeting in the afternoon of the 5th, and bargaining the morning of the 6th. | Jeremy Copus | 2143 | QNT18 | A | | 09/05/2017 | 1200 | 09/08/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 09/04/2017 | Association Business (ABL) | IAFF Harvey Disaster Relief | No | Other Association Business **define in purpose of request | To assist Harvey Disaster Team Response in Houston | Victor Mena | 2300 | ENG36 | B | | 09/06/2017 | 12:00 | 09/09/2017 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 8B B-Shift Commander AAFFA |
| 08/29/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining | caros encarnacion | 2284 | E10 | C | | 09/05/2017 | 0800 | 09/07/2017 | 1700 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/29/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining | Vanessa Schaefer | 2313 | Eng 12 | C | | 09/07/2017 | 1200 | 09/07/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/29/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Bargaining | Vanessa Schaefer | 2313 | Eng 12 | C | | 09/05/2017 | 0800 | 09/07/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |

COA867h

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/28/2017 | Association Business (ABL) | Member Representation | No | Other Association Business **define in purpose of request | Represent member during chain of command meeting. | Geoff Mitchell | 1386 | E18 | C | | 08/29/2017 | 1200 | 08/29/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 08/28/2017 | Association Business (ABL) | Bargaining | No | Bargaining | Collective Bargaining w/ City. | Les McKay | 1373 | B5 | B | | 09/06/2017 | 1030 | 09/06/2017 | 1730 | 09/07/2017 | 0800 | 09/09/2017 | 1030 | | | | | | | | | 9.50 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 08/28/2017 | Association Business (ABL) | IAFF Harvey Disaster Relief | Yes | Other Association Business **define in purpose of request | To assist IAFF Harvey Disaster Team Response into Houston | John Stirling | 1887 | E36 | B | | 08/28/2017 | 2000 | 09/01/2017 | 1200 | | | | | | | | | | | | | 88.00 | | | Approved | | Batt 8B B-Shift Commander Local 975 |
| 08/28/2017 | Association Business (ABL) | IAFF Havey Disaster Relief Response | Yes | Other Association Business **define in purpose of request | Assist IAFF Disaster Relief Response in Houston | Stacy Oakley | 2307 | L36 | B | | 08/28/2017 | 2000 | 09/01/2017 | 1200 | | | | | | | | | | | | | 88.00 | | | Approved | | Batt 8B B-Shift Commander Local 975 |
| 08/27/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FF Fry PSO interview | Christine Jones | 1473 | Q42 | A | | 08/31/2017 | 1100 | 08/02/2017 | 1200 | | | | | | | | | | | | | 1.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 09/05/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Bargaining team meeting E board meeting | Christine Jones | 1473 | Q42 | A | | 09/05/2017 | 1200 | 09/05/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 08/23/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining team meeting | carlos encarnacion | 2284 | E10 | C | | 09/07/2017 | 1200 | 09/07/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/23/2017 | Association Business (ABL) | 2017 IAFF Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Lt de la Reza is traveling with ESPADA to Colorado Springs for the 2017 IAFF Fallen Firefighter Memorial to represent AFD by performing at the memorial | Andre.delareza@austintexas.gov | 1683 | Eng02 | C | | 09/13/2017 | 1200 | 08/17/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 08/23/2017 | Association Business (ABL) | 2017 IAFF Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | To represent AFD and Local 975 at the National Fallen Firefighter Memorial by performing the bagpipes with ESAPDA in Colorado Springs. | Elizabeth Donelson | 1776 | Eng12 | C | | 09/13/2017 | 1200 | 09/17/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/23/2017 | Association Business (ABL) | Contested Case Hearing | Yes | Dispute Resolution Proceedings | I am a chair member of he Local 975 Worker's Compensation Committee. This request is in order to attend a Contested Case Hearing (CCH)for an injured AFD FF at the State Division of Worker's Compensation. | Paul DeMaio | 1410 | kV/Arso | N | | 08/30/2017 | 1400 | 08/30/2017 | 1800 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 08/22/2017 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard request to attend the annual fallen firefighter memorial in Colorado Springs CO. | Demetrius Countouriotis | 2144 | E21 | A | | 09/14/2017 | 1200 | 09/20/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 08/22/2017 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard request to attend the annual fallen firefighter memorial in Colorado Springs CO. | Jacob Whittington | 2177 | E20 | C | | 09/13/2017 | 1200 | 09/19/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 08/22/2017 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard request to attend the annual fallen firefighter memorial in Colorado Springs CO. | Ruben Menchaca | 2157 | E05 | C | | 09/13/2017 | 1200 | 09/19/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/22/2017 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard request to attend the annual fallen firefighter memorial in Colorado Springs CO. | Roger Davis | 2032 | E15 | C | | 09/13/2017 | 1200 | 09/19/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/18/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Bargaining meeting | Christine Jones | 1473 | Q42 | A | | 09/06/2017 | 0700 | 09/08/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 08/17/2017 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Monthly Trustee Audit | Mark Schultz | 841 | ENG40 | C | | 08/21/2017 | 0800 | 08/23/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 08/17/2017 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Monthly Trustee Audit | Lynn Eichler | 1411 | ENG40 | C | | 08/21/2017 | 0800 | 08/23/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 08/16/2017 | Association Business (ABL) | IAFF Instructor Development Conference | Yes | Local 975 Conference | Lt Mayo has been invited to attend the 2017 IAFF Instructor Development Conference. | Bruce Mayo | 1621 | E20 | A | | 10/23/2017 | 1200 | 10/26/2017 | 2000 | | | | | | | | | | | | | 32.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 08/16/2017 | Association Business (ABL) | IAFF Instructor Development Conference | Yes | Local 975 Conference | Lt Gibbon has been invited to attend the IAFF Instructor Development Conference. | Lt Steve Gibbon | 1334 | Wildfire | N | | 10/23/2017 | 0700 | 10/30/2017 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | Local 975 |
| 08/16/2017 | Association Business (ABL) | IAFF Instructor Development Conference | Yes | Local 975 Conference | Chief Denzer has been invited to attend the 2017 IAFF Instructor Development Conference. | D. Randy Denzer | 1461 | ARFF | N | | 10/23/2017 | 0700 | 10/30/2017 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | ARFF Special Operations Local 975 |
| 08/14/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Contract Bargaining | Jeremy Copus | 2143 | QNT18 | A | | 08/15/2017 | 1200 | 08/15/2017 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 08/18/2017 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Audit | Mark Schultz | 841 | E40 | C | | 08/18/2017 | 0800 | 08/20/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 08/07/2017 | Association Business (ABL) | CBA | Yes | Bargaining | Bargaining Session with the COA | James Rae | 1262 | R14 | A | | 08/09/2017 | 1200 | 08/09/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 08/08/2017 | Association Business (ABL) | Jeremy Copus | Yes | Bargaining | AFA/City of Austin Bargaining Meeting. | Jeremy Copus | 2143 | QNT18 | A | | 08/09/2017 | 1200 | 08/09/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 08/07/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Harold Kelly Chain of Command meeting | Christine Jones | 1473 | Q42 | A | | 08/24/2017 | 1200 | 08/24/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 08/03/2017 | Association Business (ABL) | | Yes | Bargaining | Bargaining team meeting | Christine Jones | 1473 | Q42 | A | | 08/07/2017 | 0800 | 08/09/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 08/02/2017 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Union Meeting | Lynn Eichler | 1411 | ngine 1( | C | | 08/08/2017 | 1200 | 08/08/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/01/2017 | Association Business (ABL) | Bagaining Meeting | No | Bargaining | Bagaining Meeting | Alex Vanegas | 1976 | Q1 | B | | 08/07/2017 | 1200 | 08/07/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 08/01/2017 | Association Business (ABL) | Jeremy Copus | Yes | Bargaining | Local 975 bargaining team meeting. | Jeremy Copus | 2143 | QNT18 | A | | 08/07/2017 | 0800 | 08/09/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 08/01/2017 | Association Business (ABL) | General Meeting | Yes | Local 975 Meeting | August general membership meeting. | Geoff Mitchell | 1386 | E18 | C | | 08/08/2017 | 1200 | 08/08/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 07/27/2017 | Association Business (ABL) | Benevolent Fund Meeting | No | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Jeremy Russ Howard | 2014 | E14 | C | | 08/03/2017 | 0700 | 08/05/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 07/27/2017 | Association Business (ABL) | PAC board meeting | Yes | Local 975 Meeting | I'm a member of the local 975 PAC board and we meet the 2nd Tuesday in August at 10:00 | Thomas Madison | 1708 | E30 | B | | 08/08/2017 | 09:30 | 08/10/2017 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 07/26/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining Meeting | Alex Vanegas | 1976 | Q1 | B | | 08/01/2017 | 1200 | 08/01/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander AAFFA |
| 07/26/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 7/31 E board meeting (1200-1300 will be Disciplinary meeting at HQ for Bill Kessler)08/01 Bargaining team meeting at AFA Union Hall | Christine Jones | 1473 | Q42 | A | | 07/31/2017 | 1200 | 07/31/2017 | 1800 | 08/01/2017 | 0900 | 07/03/2017 | 1200 | | | | | | | | | 9.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/25/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | This is not an additional request, this is a resubmit with corrected date for when I expect to come back to work. Thank you. | Vanessa Schaefer | 2313 | Eng12 | C | | 08/09/2017 | 0800 | 08/11/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/23/2017 | Association Business (ABL) | Member representation and LMI | Yes | Other Association Business **define in purpose of request | Represent a member during a PSO interview (7.24) and attend LMI (7.25).Sorry for the late request, forgot to put it in before I went out of town. | Geoff Mitchell | 1386 | E18 | C | | 07/24/2017 | 1200 | 07/24/2017 | 1400 | 07/25/2017 | 0900 | 07/25/2017 | 1200 | | | | | | | | | 2.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 07/24/2017 | Association Business (ABL) | Contested Case Hearing | Yes | Dispute Resolution Proceedings | This request is in order to attend a "Contested Case Hearing" as a representative (Chair Holder) on the Local 975 Worker's Compensation Committee for an injured AFD Firefighter. The Texas Department of Insurance Hearing will be held in San Antonio on the 15th of August, 2017 for injured FF Castro #1239. | LT. DeMaio | 1410 | INV | N | | 08/15/2017 | 0600 | 08/16/2017 | 0600 | | | | | | | | | | | | | 10.00 | | | Approved | | Local 975 |
| 07/24/2017 | Association Business (ABL) | Board Monthly Meeting | Yes | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | E10 | C | | 07/31/2017 | 0800 | 07/31/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/21/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Bargaining with city | Vanessa Schaefer | 2313 | eng12 | C | | 08/14/2017 | 1200 | 08/17/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/21/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining | Vanessa Schaefer | 2313 | Eng12 | C | | 08/09/2017 | 0800 | 07/11/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/22/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | E-Board, Benevolent Fund and Membership meetings. | Mark Schultz | 841 | E-40 | C | | 07/31/2017 | 0800 | 07/31/2017 | 1200 | 08/03/2017 | 0800 | 08/03/2017 | 1200 | 8/08/201 | 1200 | 08/08/2017 | 1700 | | | | | 13.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 07/19/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | AFD/Local 975 Bargaining | Jeremy Copus | 2143 | QNT18 | A | | 07/19/2017 | 1800 | 07/22/2017 | 1200 | | | | | | | | | | | | | 18.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 07/16/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 7/25 LMI 7/31 Kessler disciplinary meeting | Christine Jones | 1473 | Q42 | A | | 07/25/2017 | 1200 | 07/25/2017 | 1400 | 07/31/2017 | 1200 | 07/31/2017 | 1400 | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/16/2017 | Association Business (ABL) | Collective Bargaining Negotiations | Yes | Bargaining | To attend two bargaining sessions. | Jeremy Copus | 2143 | QNT18 | A | | 07/19/2017 | 1200 | 07/19/2017 | 1800 | 07/20/2017 | 0700 | 07/22/2017 | 1200 | | | | | | | | | 11.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/12/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Contract bargaining | Vanessa Schaefer | 2313 | eng 12 | C | | 07/19/2017 | 0800 | 07/19/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/12/2017 | Association Business (ABL) | | Yes | Bargaining | Bargaining team work | Christine Jones | 1473 | Q42 | A | | 07/13/2017 | 1200 | 07/16/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/12/2017 | Association Business (ABL) | LMI - July | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | E10 | C | | 07/25/2017 | 0900 | 07/25/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/08/2017 | Association Business (ABL) | CBA Session | Yes | Bargaining | Scheduled bargaining session | James Rae | 1262 | R14 | A | | 07/19/2017 | 1200 | 07/19/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/08/2017 | Association Business (ABL) | Collective Bargaining | No | Bargaining | Collective Bargaining | Alex Vanegas | 1976 | Q3 | B | | 07/11/2017 | 2200 | 07/14/2017 | 1200 | | | | | | | | | | | | | 14.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 07/07/2017 | Association Business (ABL) | Bargaining Meeting | Yes | Bargaining | Bargaining meeting and resubmittal of dates because of error. Thanks! | Carlos Encarnacion | 2284 | E8 | C | | 08/08/2017 | 2000 | 07/11/2017 | 1200 | 08/14/2017 | 1200 | 08/17/2017 | 1200 | | | | | | | | | 40.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/12/2017 | Association Business (ABL) | | Yes | Bargaining | Bargaining meeting | Vanessa Schaefer | 2313 | Eng12 | C | | 07/12/2017 | 1200 | 07/12/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/04/2017 | Association Business (ABL) | IAFF Redmond Symposium | No | Other Association Business **define in purpose of request | I've been asked to present about UAS in the Fire Service at this year's IAFF Redmond Symposium. | Coitt Kessler | 1612 | E14 | A | | 08/06/2017 | 1200 | 08/12/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/03/2017 | Association Business (ABL) | Bargaining | No | Bargaining | Bargaining. | Les McKay | 1373 | Safety 1 | B | | 07/06/2017 | 0800 | 07/08/2017 | 1030 | | | | | | | | | | | | | 2.50 | | | Approved | | B-Shift Commander Ed Services Local 975 |
| 07/03/2017 | Association Business (ABL) | Union Eboard Meeting | Yes | Local 975 Meeting | Mandatory monthly Eboard meeting | michael leone | 1972 | E16 | B | | 07/05/2017 | 1200 | 07/05/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 07/03/2017 | Association Business (ABL) | Bargaining meeting | Yes | Bargaining | Bargaining with CDA | Carlos Encarnacion | 2284 | E8 | C | | 08/09/2017 | 2000 | 08/10/2017 | n/a | 08/14/2017 | | | | | | | | | | | | 40.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/02/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Zatopek Chain of Command meetingLafollette disciplinary meeting | Christine Jones | 1473 | Q42 | A | | 07/07/2017 | 1200 | 07/07/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/02/2017 | Association Business (ABL) | | Yes | Bargaining | Bargaining meetings at Labor Relations | Christine Jones | 1473 | Q42 | A | | 07/19/2017 | 1200 | 07/22/2017 | 1200 | 08/03/2017 | 1200 | 08/03/2017 | 1900 | 8/09/201 | 1200 | 08/09/2017 | 1900 | 08/15/2017 | 1200 | 8/15/201 | 1900 | 45.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/01/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | Q42 | A | | 07/05/2017 | 0800 | 07/07/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 07/06/2017 | Association Business (ABL) | | Yes | Dispute Resolution Proceedings | Represent member during PSO investigation. | Geoff Mitchell | 1386 | E18 | C | | 07/06/2017 | 1200 | 07/06/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 07/01/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | Bargaining with the city. | Vanessa Schaefer | 2313 | Eng12 | C | | 07/06/2017 | 1200 | 07/01/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/30/2017 | Association Business (ABL) | Collective Bargaining | Yes | Bargaining | Collective Bargaining Team Meeting | Alex Vanegas | 1976 | Q3 | B | | 07/06/2017 | 0700 | 07/08/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 06/30/2017 | Association Business (ABL) | | Yes | Dispute Resolution Proceedings | Represent member durung PSO investigation. | Geoff Mitchell | 1386 | E18 | C | | 07/03/2017 | 1200 | 07/03/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 06/27/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining meeting with COA | Carlos Encarnacion | 2284 | E8 | C | | 07/06/2017 | 1200 | 07/06/2017 | 1800 | 07/12/2017 | 1200 | 07/12/2017 | 1800 | 7/18/201 | 2000 | | | 08/02/2017 | 2000 | | | 44.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/26/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 07/03/2017 | 1200 | 07/03/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 06/22/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FS Harold Kelly PSO interview | Christine Jones | 1473 | Q42 | A | | 06/26/2017 | 1030 | 06/28/2017 | 1200 | | | | | | | | | | | | | 1.50 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 06/21/2017 | Association Business (ABL) | AFROF Fund Raiser | No | Local 975 Event | Organization for AFROF charity fund raiser. | Thomas Vocke | 1438 | Na | N | | 06/22/2017 | 01100 | 06/22/2017 | 1600 | | | | | | | | | | | | | 7.00 | | | Approved | | Ed Services Local 975 |
| 06/19/2017 | Association Business (ABL) | Bargaining | No | Bargaining | Bargaining - 1st meeting between Local 975 and City team. | Les McKay | 1373 | Safety 1 | B | | 06/21/2017 | 0830 | 06/23/2017 | 1030 | | | | | | | | | | | | | 2.00 | | | Approved | | B-Shift Commander Local 975 |
| 06/17/2017 | Association Business (ABL) | Annual Fishing Break | Yes | Other Association Business **define in purpose of request | Attend the Annual Fishing Break as a board member of Relief and Outreach for the purpose of assisting in the boat raffle and tournament operations. | Daryl Burns | 2054 | Q17 | B | | 06/23/2017 | 1200 | 06/26/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/15/2017 | Association Business (ABL) | Collective Bargaining | Yes | Bargaining | Collective Bargaining Team | Alex Vanegas | 1976 | Q3 | B | | 06/21/2017 | 0700 | 06/23/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/15/2017 | Association Business (ABL) | Relief and Outrach Fund | No | Local 975 Event | Austin Firefighters Relief and Outreach Fundraiser | Randy Balogh | 1405 | E15 | B | | 06/23/2017 | 1200 | 06/26/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/15/2017 | Association Business (ABL) | Relief and Outreach | No | Local 975 Event | Relief and Outreach Fundraiser | Dean Murphy | 1482 | Q15 | B | | 06/23/2017 | 1200 | 06/26/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/14/2017 | Association Business (ABL) | IAFF WUI Build Team Interview | No | Other Association Business **define in purpose of request | LT Mayo is being interviewed as a Master Instructor for the IAFF | Bruce Mayo | 1621 | E20 | A | | 06/19/2017 | 1200 | 06/19/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/12/2017 | Association Business (ABL) | General Membership Meeting and LMI | Yes | Other Association Business **define in purpose of request | Local 975 general membership meeting immediately followed by LMI | Jeremy Copus | 2143 | QNT18 | A | | 06/13/2017 | 1200 | 06/13/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/10/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Union meeting and LMI | Christine Jones | 1473 | Q42 | A | | 06/13/2017 | 1200 | 06/13/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/08/2017 | Association Business (ABL) | Bargaining | Yes | Bargaining | Bargaining | Carlos J. Encarnacion | 2284 | E 8 | C | | 06/21/2017 | 1200 | 06/21/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/08/2017 | Association Business (ABL) | bargaining | Yes | Bargaining | First day of bargaining with COA | Vanessa Schaefer | 2313 | Eng12 | C | | 06/21/2017 | 1200 | 06/21/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/09/2017 | Association Business (ABL) | WC Meeting | Yes | Other Association Business **define in purpose of request | WC Meeting with WC Division | Lynn Eichler | 1411 | E10 | C | | 06/16/2017 | 0830 | 06/16/2017 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/10/2017 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMIChief, I am resending, I did not get an auto response back yesterday to my initial request, I think it failed to go through. | Lynn Eichler | 1411 | Eng10 | C | | 06/13/2017 | 0900 | 06/13/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/10/2017 | Association Business (ABL) | WC Meeting | Yes | Other Association Business **define in purpose of request | WC Meeting with WC OfficeChief, I am resending, I did not get an auto response back yesterday to my initial request, I think it failed to go through. | Lynn Eichler | 1411 | Eng10 | C | | 06/16/2017 | 0830 | 06/10/2017 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/10/2017 | Association Business (ABL) | meetings | Yes | Other Association Business **define in purpose of request | Meeting wit ACC members to discuss AFA budgeting priorities. | Michael Duffee | 1298 | eng 04 | C | | 06/12/2017 | 12:00 | 06/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander AAFFA |
| 06/10/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI Meeting at HQ. | Michael Duffee | 1298 | eng 04 | C | | 06/13/2017 | 09:00 | 06/15/2017 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/10/2017 | Association Business (ABL) | City Council Member meetings | Yes | Other Association Business **define in purpose of request | to meet with City Council members with regard to facility issues | Elizabeth Donelson | 1776 | e12 | C | | 06/12/2017 | 1200 | 06/12/2017 | 1730 | | | | | | | | | | | | | 5.50 | | | Approved | | A-Shift Commander B-Shift Commander C-Shift Commander Local 975 |
| 06/06/2017 | Association Business (ABL) | AFD PFT Class and Redmond Symposium | No | Other Association Business **define in purpose of request | Two of these shifts are to teach the Austin PFT class. The third is to represent AFD and Local 975 as a presenter and educator at Redmond Symposium. | Carrie Stewart | 1638 | E28 | C | | 06/18/2017 | 1200 | 06/24/2017 | 1200 | 08/08/2017 | 1200 | 08/11/2017 | 1200 | | | | | | | | | 72.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations |
| 06/06/2017 | Association Business (ABL) | Benifit Review Conference | No | Other Association Business **define in purpose of request | State Workers Compensation offce benefit Review Conference for an AFD LT. | Lynn Eichler | 1 | Eng10 | C | | 06/09/2017 | 1200 | 06/09/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/05/2017 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Attend AFROF Meeting that was rescheduled because of last weeks events. | Thomas Vocke | 1438 | Na | N | | 06/06/2017 | 1100 | 06/06/2017 | 1500 | | | | | | | | | | | | | 4.00 | | | Approved | | Ed Services Local 975 |
| 06/05/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI, Sorry I forgot to send this earlier. | Lynn Eichler | 1411 | E10C | C | | 06/06/2017 | 1200hrs | 06/06/2017 | 1pm | | | | | | | | | | | | | 1.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/06/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Michael Duffee | 1298 | ngine 4 | C | | 06/06/2017 | 12:00 | 06/06/2017 | 16:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/04/2017 | Association Business (ABL) | Eboard meeting | Yes | Local 975 Meeting | To attend the local 975 Eboard meeting. | Jeremy Copus | 2143 | Q18 | A | | 06/05/2017 | 0800 | 06/07/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 06/03/2017 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | Attend E-board Meeting | Daryl Burns | 2054 | Q17 | B | | 06/05/2017 | 1200 | 06/05/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/04/2017 | Association Business (ABL) | Local 975 Eboard Meeting | Yes | Local 975 Meeting | Attend a Local 975 Eboard meeting | Jeremy Copus | 2143 | QNT18 | A | | 06/05/2017 | 0800 | 06/07/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |

COA867j

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/02/2017 | Association Business (ABL) | Bargaining Team Meeting - AFA Team only | Yes | Bargaining | AFA Team bargaining meeting to prepare for negotiations with City. | Les McKay | 1373 | Safety 1 | B | | 06/08/2017 | 1300 | 06/08/2017 | 1700 | | | | | | | | | | | | | 4.00 | | | Approved | | B-Shift Commander Local 975 |
| 05/30/2017 | Association Business (ABL) | Memorial for Church at AFA | No | Local 975 Event | AFA memorial for Lt. Church | Lynn Eichler | 1411 | Eng 10 | C | | 05/31/2017 | 1200 | 05/31/2017 | 2100 | | | | | | | | | | | | | 9.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/29/2017 | Association Business (ABL) | | No | Local 975 Event | Fire Fighter funeral and reception | Eichler, lynn | 1411 | e10 | C | | 05/30/2017 | 1200 | 05/30/2017 | 2100 | | | | | | | | | | | | | 9.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/29/2017 | Association Business (ABL) | Member representation | No | Other Association Business **define in purpose of request | Represent a member during meeting with Chief Kerr. | Geoff Mitchell | 1386 | E18 | C | | 06/01/2017 | 1000 | 06/01/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/28/2017 | Association Business (ABL) | Funeral and reception for Church | Yes | Other Association Business **define in purpose of request | Funeral and reception for Church | Michael Duffee | 1298 | eng 04 | C | | 05/31/2017 | 12:00 | 05/31/2017 | 22:00 | | | | | | | | | | | | | 10.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/28/2017 | Association Business (ABL) | IAFF/IAFC Fire Ground Survival Meeting | No | Other Association Business **define in purpose of request | IAFF/IAFC Fire Ground Survival Curriculum Update Meeting | Kevin Kalmus | 1543 | Res20 | B | | 06/05/2017 | 1200 | 05/11/2017 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6B B-Shift Commander Local 975 |
| 05/24/2017 | Association Business (ABL) | LOOD Funeral | Yes | Other Association Business **define in purpose of request | AFA E-Board attending LOOD funeral in San Antonio | Michael Duffee | 1298 | Eng 04 | C | | 05/26/2017 | 08:00 | 05/28/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/24/2017 | Association Business (ABL) | SAFD LODD funeral | Yes | Other Association Business **define in purpose of request | Honor Guard request for SAFD LODD funeral | Demetrius Countouriotis | 2144 | e21 | A | | 05/26/2017 | 1200 | 05/26/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 05/24/2017 | Association Business (ABL) | SAFD LODD funeral | Yes | Other Association Business **define in purpose of request | Honor Guard request for SAFD LODD funeral | Herrera, Steven | 2348 | E20 | A | | 05/26/2017 | 1200 | 05/28/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 05/24/2017 | Association Business (ABL) | SAFD LODD funeral | Yes | Other Association Business **define in purpose of request | Honor Guard request for SAFD LODD funeral | Jacob Whittington | 2177 | E20 | C | | 05/25/2017 | 1200 | 05/28/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 05/24/2017 | Association Business (ABL) | SAFD LODD funeral | Yes | Other Association Business **define in purpose of request | Honor Guard request for SAFD LODD funeral | Ryan Watson | 2175 | E2 | C | | 05/25/2017 | 1200 | 05/28/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/24/2017 | Association Business (ABL) | SAFD LODD funeral | Yes | Other Association Business **define in purpose of request | Honor Guard request for SAFD LODD funeral | Ruben Menchaca | 2157 | E5 | C | | 05/25/2017 | 1200 | 05/28/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 05/23/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Funeral services for FF Deem in San Antonio I will probably make it in before 2200. I want to account for any unforeseen traffic problems.Thank you | Christine Jones | 1473 | Q42 | A | | 05/26/2017 | 1200 | 05/26/2017 | 2200 | | | | | | | | | | | | | 10.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/23/2017 | Association Business (ABL) | Disciplinary representation | Yes | Dispute Resolution Proceedings | To attend a disciplinary meeting for a local 975 member. | Jeremy Copus | 2143 | QNT18 | A | | 05/23/2017 | 1200 | 05/23/2017 | 1730 | | | | | | | | | | | | | 5.50 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 05/21/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 6/5 Eboard meeting6/7 Spidle and Kessler Chain of Command meetings6/13 Union meeting/station visits | Christine Jones | 1473 | Q42 | A | | 06/05/2017 | 0800 | 06/07/2017 | 1200 | 06/07/2017 | 1200 | 06/07/2017 | 1700 | 6/13/201 | 1200 | 06/13/2017 | 1800 | | | | | 15.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/21/2017 | Association Business (ABL) | | Yes | Bargaining | 6/19 AFA Bargaining team meeting6/22 Bargaining meeting at Labor Relations Office | Christine Jones | 1473 | Q42 | A | | 06/19/2017 | 1200 | 06/19/2017 | 1700 | 06/22/2017 | 1200 | 06/22/2017 | 1900 | | | | | | | | | 12.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/19/2017 | Association Business (ABL) | PSO Interview | No | Other Association Business **define in purpose of request | Represent a member during a PSO investigation. | Geoff Mitchell | 1386 | Eng18 | C | | 05/25/2017 | 1200 | 05/25/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/17/2017 | Association Business (ABL) | Council Meeting | Yes | Other Association Business **define in purpose of request | To attend and speak at Council Meeting in regards to budget increase request. | Daryl Burns | 2054 | Q17 | B | | 05/18/2017 | 1430 | 05/18/2017 | 1900 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 05/16/2017 | Association Business (ABL) | Bargaining meeting | Yes | Bargaining | Bargaining team meeting | Carlos Encarnacion | 2284 | E8 | C | | 05/19/2017 | 1200 | 05/19/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/16/2017 | Association Business (ABL) | bargaining committee meeting | Yes | Bargaining | Bargaining committee meeting. | Vanessa Schaefer | 2313 | Eng12 | C | | 05/19/2017 | 1200 | 05/19/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/15/2017 | Association Business (ABL) | Bargaining Team Meeting | No | Local 975 Meeting | Bargaining Team prelim meeting | Alex Vanegas | 1976 | Q01 | B | | 05/19/2017 | 0800 | 05/21/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 05/13/2017 | Association Business (ABL) | Benevolent Fund Meeting | No | Other Association Business **define in purpose of request | B Fund meeting | Jeremy Russ Howard | 2014 | E14 | C | | 05/17/2017 | 1000 | 05/19/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 05/12/2017 | Association Business (ABL) | Member representation | No | Other Association Business **define in purpose of request | Represent member during Chain of Command meeting. | Geoff Mitchell | 1386 | E18 | C | | 05/19/2017 | 1200 | 05/19/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/11/2017 | Association Business (ABL) | | No | Local 975 Meeting | Financial audit. | Mark Schultz | 841 | E-40 | C | | 05/17/2017 | 0800 | 05/17/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/11/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FS Carmen Maguire Chain of Command meeting | Christine Jones | 1473 | Q42 | A | | 05/23/2017 | 1200 | 05/23/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/09/2017 | Association Business (ABL) | Disciplinary Meeting | No | Other Association Business **define in purpose of request | Accompany PFF E Rodriguez to final disciplinary meeting with Chief Kerr (originally set for Thursday). | Geoff Mitchell | 1386 | E18 | C | | 05/10/2017 | 1200 | 05/10/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/06/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Member representation | Christine Jones | 1473 | Q42 | A | | 05/09/2017 | 0900 | 05/11/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/05/2017 | Association Business (ABL) | IAFF Wildland Meetings | No | Local 975 Meeting | I will need ABL for two separate dates:1. IAFF WUI Build Team Meeting in Austin, Off June 19th and 20th. (20 hours)2. Redman Symposium in Vancouver, Canada from August 7th through 11th (40 hours) | Douglas Denzer | 1461 | AFR | N | | 06/19/2017 | 0700 | 06/21/2017 | 0700 | 08/07/2017 | 0700 | 08/14/2017 | 0700 | | | | | | | | | 60.00 | | | Approved | | Special Operations Local 975 |
| 05/03/2017 | Association Business (ABL) | IABPFF Regional Conference | No | Other Association Business **define in purpose of request | AAAFFA representation,Department representation, Personnel Leadership Development, Team Building, Diversity Training, Fire Service Professional Development, Organization & Communication Skills | Darren Hyson | 1471 | E41 | B | | 05/18/2017 | 1200 | 05/21/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 7B B-Shift Commander AAFFA |
| 05/02/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FS Lafollette PSO interview | Christine Jones | 1473 | Q42 | A | | 05/08/2017 | 1200 | 05/08/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/02/2017 | Association Business (ABL) | BFund Reconcilliation | No | Local 975 Meeting | Benevolent Fund Reconcilliation | Mark Schultz | 841 | E40 | C | | 05/08/2017 | 0800 | 05/10/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 05/02/2017 | Association Business (ABL) | BFund Reconcilliation | Yes | Local 975 Meeting | Benevolent Fund Reconcilliation | Jeremy Russ Howard | 2014 | R14 | C | | 05/08/2017 | 0800 | 05/10/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 04/29/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | Q42 | A | | 05/02/2017 | 1200 | 05/02/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 04/29/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly Union Eboard Meeting. | michael leone | 1972 | E16 | B | | 05/01/2017 | 0800 | 05/03/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 04/26/2017 | Association Business (ABL) | Member representation | No | Other Association Business **define in purpose of request | Represent member during PSO interview. | Geoff Mitchell | 1386 | E18 | C | | 05/05/2017 | 0900 | 05/05/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 04/26/2017 | Association Business (ABL) | EBoard Meeting | Yes | Local 975 Meeting | Meeting and LMI. | Geoff Mitchell | 1386 | E18 | C | | 05/01/2017 | 1200 | 05/05/2017 | 1500 | 05/02/2017 | 0900 | 05/02/2017 | 1200 | | | | | | | | | 6.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 04/26/2017 | Association Business (ABL) | AFD Retirement Party | No | Local 975 Event | So he can MC the AFD Retirement Party | Brandon Jennings | 1539 | Invest | N | | 05/02/2017 | 1000 | 05/03/2017 | 0800 | | | | | | | | | | | | | 6.00 | | | NOT Approved | ABL is not authorized for the Retirement Party. | Local 975 |
| 04/23/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI @ HQ | Michael Duffee | 1298 | Eng 04 | C | | 04/25/2017 | 12:00 | 04/25/2017 | 14:00 | | | | | | | | | | | | | 2.00 | | | NOT Approved | LMI has been canceled. | Local 975 |
| 04/19/2017 | Association Business (ABL) | Bargaining Committee meeting | Yes | Bargaining | To meet with the bargaining committee in preparation for our contract bargaining. | Vanessa Schaefer | 2313 | E12 | C | | 04/28/2017 | 1200 | 04/28/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/09/2017 | Association Business (ABL) | Bargaining meeting | Yes | Bargaining | Bargaining team meeting | Carlos Encarnacion | 2284 | E8 | C | | 04/28/2017 | 1200 | 04/28/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/18/2017 | Association Business (ABL) | Relief and Outreach fishing tournament | Yes | Other Association Business **define in purpose of request | Request time off to attend the AFA Fishing Tournament for relief and outreach. FF Heiser is one of the event organizers. | Randall Heiser | 1961 | E-11 | B | | 06/23/2017 | 1200 | 06/24/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 04/18/2017 | Association Business (ABL) | Collective Bargaining Team | Yes | Bargaining | Bargaining Team Meeting | Alex Vanegas | 1976 | Q1 | B | | 04/28/2017 | 0800 | 04/30/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 04/12/2017 | Association Business (ABL) | Quarterly Facilities Mtg | Yes | Other Association Business **define in purpose of request | To attend the quarterly facilities meeting at city Hall | Vanessa Schaefer | 2313 | E12 | C | | 04/17/2017 | 0800 | 04/19/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 04/12/2017 | Association Business (ABL) | Quarterly Facilities Mtg | Yes | Other Association Business **define in purpose of request | To attend the quarterly facilities meet at City Hall. | Elizabeth Donelson | 1776 | E12 | C | | 04/17/2017 | 0800 | 04/19/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/12/2017 | Association Business (ABL) | Quaterly meeting facilities update | Yes | Other Association Business **define in purpose of request | Quarterly meeting with command staff/city managers staff/AFA regarding bathrooms | mike duffee | 1298 | eng 04 | C | | 04/17/2017 | 08:00 | 04/19/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 04/10/2017 | Association Business (ABL) | Local 975 monthly general membership meeting | Yes | Local 975 Meeting | To attend a Local 975 general membership meeting. | Jeremy Copus | 2143 | QNT18A | A | | 04/11/2017 | 1200 | 04/11/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 04/10/2017 | Association Business (ABL) | Union meeting | Yes | Local 975 Meeting | AFA meeting that I forgot to put in for Friday. (Sorry). | geoff.mitchell@austintexas.gov | 1386 | E18 | C | | 04/11/2017 | 0900 | 04/11/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 04/10/2017 | Association Business (ABL) | NFPA-ASTM Meeting | No | Other Association Business **define in purpose of request | Leave to attend an AFPS-ASTM meeting in Washington DC and meet with FAA Senior Advisor for UAS Integration. | Coitt Kessler | 1612 | e14 | A | | 04/17/2017 | 1200 | 04/20/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 04/10/2017 | Association Business (ABL) | meeting | Yes | Local 975 Meeting | Local 975 Meeting | Damian McKeon | 1479 | Prev | N | | 04/11/2017 | 09:00 | 04/11/2017 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 04/07/2017 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Sorry Chief, This is a late request to attend the State Capitol Monday for the hearing on our proposed Cancer Legislation. Do not think it will be this long, but putting 8 for buffer, will return as soon as it is over. | Lynn Eichler | 1411 | Eng10 | C | | 04/10/2017 | 1200 | 04/10/2017 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/07/2017 | Association Business (ABL) | | Yes | Addressing Cadet Class | Assist with cadet luncheon for graduating class. | Mike Duffee | 1298 | E4 | C | | 04/10/2017 | 1200 | 04/10/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 04/05/2017 | Association Business (ABL) | San Jacinto Night | Yes | Other Association Business **define in purpose of request | Adam Aguirre is a new member of ESPADA and is running the silent auction for San Jacinto Night. | Adam Aguirre | 2273 | Qnt01 | A | | 04/14/2017 | 1200 | 04/14/2017 | 2400 | | | | | | | | | | | | | 12.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/03/2017 | Association Business (ABL) | Cadet Luncheon | Yes | Local 975 Event | Cadet Luncheon | Daryl Burns | 2054 | Q17 | B | | 04/10/2017 | 0700 | 04/12/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 04/03/2017 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Union education and outreach for cadet class. | Geoff Mitchell | 1386 | E18 | C | | 04/10/2017 | 1200 | 04/10/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 03/30/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Meeting With Bob Nicks | Edward Baxter | 1504 | E42 | A | | 04/03/2017 | 0800 | 04/05/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 03/30/2017 | Association Business (ABL) | Local 975 Eboard Meeting | Yes | Local 975 Meeting | To attend a Local 975 Eboard meeting | Jeremy Copus | 2143 | QNT18 | A | | 04/03/2017 | 0830 | 04/05/2017 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 03/29/2017 | Association Business (ABL) | Eboard meeting | Yes | Local 975 Meeting | Attend E board meeting, likely much less than 7 hours needed just allowing for unknowns. Cadet luncheon prep. | Daryl Burns | 2054 | Q17 | B | | 04/03/2017 | 1200 | 04/03/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 03/27/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Captain Jaimes PSO interview5tation visits | Christine Jones | 1473 | Qnt44 | A | | 03/30/2017 | 1200 | 03/30/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/27/2017 | Association Business (ABL) | AFD Retirement BBQ Dinner | No | Other Association Business **define in purpose of request | AFD Retirement BBQ Dinner | Billy West | 915 | E4 | A | | 05/02/2017 | 1200 | 05/05/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/27/2017 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | AFD Retirement BBQ Dinner | David Bethke | 1150 | E 25 | A | | 05/02/2017 | 1200 | 05/05/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/24/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meetingGeneral membership meeting | Christine Jones | 1473 | Qnt44 | A | | 04/03/2017 | 0800 | 04/05/2017 | 1200 | 04/11/2017 | 1200 | 04/11/2017 | 1800 | | | | | | | | | 10.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/23/2017 | Association Business (ABL) | Meeting with ARFFA | No | Other Association Business **define in purpose of request | Speaking with the Retired Firefighters Association on behalf of ESPADA | Elizabeth Donelson | 1776 | E12 | C | | 04/11/2017 | 0800 | 04/11/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/23/2017 | Association Business (ABL) | Cadet talk at Union | Yes | Addressing Cadet Class | I am scheduled to talk to the cadets about ESPADA, the Austin Fire Museum and San Jacinto Night | Elizabeth Donelson | 1776 | E12 | C | | 04/10/2017 | 1200 | 04/10/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/23/2017 | Association Business (ABL) | LMI meeting | Yes | Other Association Business **define in purpose of request | LMI meeting | Jeremy Copus | 2143 | QNT18 | A | | 03/28/2017 | 0900 | 03/30/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 03/23/2017 | Association Business (ABL) | Facilities Meeting | Yes | Local 975 Meeting | Local 975 facilities meeting. | Jeremy Copus | 2143 | QNT18 | A | | 03/24/2017 | 1200 | 03/24/2017 | 1400 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 03/22/2017 | Association Business (ABL) | Meeting | Yes | Other Association Business **define in purpose of request | Meeting with Michelle Tanzola and Yes Moon about funeral form on IAFF website | michael leone | 1972 | E16 | B | | 03/28/2017 | 1200 | 03/28/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 03/20/2017 | Association Business (ABL) | meeting | No | Local 975 Meeting | Local 975 meeting. Chief Tanzola- Apologies for not getting this in earlier. SXSW monopolized my time and my brain last week.D. | Damian McKeon | 1479 | Neventic | N | | 03/21/2017 | 0900 | 03/21/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 03/18/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | Qnt44 | A | | 03/28/2017 | 0930 | 03/30/2017 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/17/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Civil Service Commission appeal | Alex Zottarelli | 2374 | E6 | C | | 03/20/2017 | 1200 | 03/20/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 4C C-Shift Commander Local 975 |
| 03/15/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Civil Service Commission appeal | John McKinney | 1978 | E2 | C | | 03/20/2017 | 1200 | 03/20/2017 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/14/2017 | Association Business (ABL) | Hosuton FD Backfill | No | Local 975 Event | Houston FF funeral Back fill | Chris Bowman | 1932 | E01 | C | | 03/14/2017 | 2000 | 03/17/2017 | 1200 | | | | | | | | | | | | | 14.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/14/2017 | Association Business (ABL) | Houston Funeral Back Fill | No | Other Association Business **define in purpose of request | Houston FD Funeral Back Fill | James Ryan | 910 | Q3 | A | | 03/15/2017 | 1030 | 03/15/2017 | 2100 | | | | | | | | | | | | | 10.50 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 03/13/2017 | Association Business (ABL) | Union Training Event | Yes | Other Association Business **define in purpose of request | IAFF Leadership training. | Mike Leone | 1972 | E16 | B | | 03/14/2017 | 6:00 | 03/16/2017 | 1200 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 03/13/2017 | Association Business (ABL) | Workers Comp Meeting | No | Other Association Business **define in purpose of request | Benefit Review for a Fire Fighter at the state workers compensation division. | Lynn Eichler | 1411 | Eng10 | C | | 03/24/2017 | 1000 | 03/24/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/13/2017 | Association Business (ABL) | 11th District PEP Education Training | Yes | Local 975 Conference | To attend the 11th district Partnership Education Program. | Jeremy Copus | 2143 | QNT18 | A | | 03/15/2017 | 1200 | 03/18/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 03/12/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | General membership meeting | Christine Jones | 1473 | Qnt44 | A | | 03/21/2017 | 1200 | 03/21/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 03/11/2017 | Association Business (ABL) | PIP Conference | Yes | Local 975 Conference | To Attend Conference in Longview, TX | Daryl Burns | 2054 | Q17 | B | | 03/14/2017 | 0630 | 03/16/2017 | 1200 | | | | | | | | | | | | | 5.50 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 03/08/2017 | Association Business (ABL) | IAFF Leadership training | Yes | Other Association Business **define in purpose of request | Union training and leadership conference in lovely Longview Texas. | Mike Duffee | 1298 | eng04 | C | | 03/14/2017 | 12:00 | 03/17/2017 | 12:00 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4C C-Shift Commander Local 975 |
| 03/08/2017 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Monthly Trustee Audit | Lynn Eichler | 1411 | E40 | C | | 03/21/2017 | 0800 | 03/23/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 03/03/2017 | Association Business (ABL) | Collective Bargaining Preliminary Meeting | No | Local 975 Meeting | Bargaining Prelim Meeting | Vanessa Schafer | 2313 | E12 | C | | 03/08/2017 | 1200 | 03/08/2017 | 1730 | | | | | | | | | | | | | 5.50 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/02/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 03/06/2017 | 0900 | 03/06/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 03/01/2017 | Association Business (ABL) | Collective Bargaining meeting | Yes | Bargaining | Bargaining team meeting | Carlos Encarnacion | 2284 | E8 | C | | 03/08/2017 | 1200 | 03/08/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/28/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Jerry Sharpe PSO interview | Christine Jones | 1473 | Qnt44 | A | | 03/07/2017 | 0700 | 03/09/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 02/27/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | IAFF Training Class In Lufkin, Cancer Classes, Etc. | Lynn Eichler | 1411 | ngine 1( | C | | 03/14/2017 | 1200 | 03/15/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/27/2017 | Association Business (ABL) | Board meeting | Yes | Other Association Business **define in purpose of request | Need to delete previous request as meeting changed to one hour earlier. Board meeting | Lynn Eichler | 1411 | ngine 1( | C | | 03/06/2017 | 0700 | 03/06/2017 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/25/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI Meeting | Michael Duffee | 1298 | Eng 04 | C | | 02/28/2017 | 9:00 | 03/02/2017 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 02/25/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | Q44 | A | | 03/06/2017 | 1200 | 03/06/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |

COA867I

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/24/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Prepare for and attend February Labor Management meeting. | Geoff Mitchell | 1386 | E18 | C | | 02/28/2017 | 0900 | 02/28/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 02/22/2017 | Association Business (ABL) | | Yes | Local 975 Conference | IAFF District Partnership Education Program | Christine Jones | 1473 | Qnt44 | A | | 03/15/2017 | 1200 | 03/15/2017 | 2100 | | | | | | | | | | | | | 9.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 02/22/2017 | Association Business (ABL) | Commission Hearing | No | Other Association Business **define in purpose of request | Civil Service Commission Hearing on Vehicle incident. | Roth Lamb | 2211 | E17 | A | | 03/06/2017 | 1200 | 02/06/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 02/21/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | John Boucher PSO interview I apologize for the late request. I was just informed today about this meeting. | Christine Jones | 1473 | Q44 | A | | 02/22/2017 | 1200 | 02/22/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 02/21/2017 | Association Business (ABL) | IAFC WUI Conference | No | Local 975 Event | IAFC WUI Conference | Douglas Denzer | 1461 | AFR | N | | 03/20/2017 | 0700 | 02/27/2017 | 0700 | | | | | | | | | | | | | 40.00 | | | Approved | | ARFF Local 975 |
| 02/19/2017 | Association Business (ABL) | | Yes | Dispute Resolution Proceedings | Chief Nicks grievance arbitration | Christine Jones | 1473 | Q44 | A | | 02/22/2017 | 1200 | 02/22/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 02/19/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI and station visits | Christine Jones | 1473 | Q44 | C | | 02/28/2017 | 1200 | 02/28/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 02/13/2017 | Association Business (ABL) | Board Meeting | Yes | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | Eng10 | C | | 03/06/2017 | 0800 | 03/06/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/13/2017 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | Eng10 | C | | 02/28/2017 | 0930 | 02/28/2017 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/10/2017 | Association Business (ABL) | Cadet Lunch | Yes | Addressing Cadet Class | To attend a Local 975 event hosting cadet class 119 for a lunch/meeting. | Jeremy Copus | 2143 | Q18 | A | | 02/13/2017 | 1200 | 02/13/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 7A A-Shift Commander Local 975 |
| 02/10/2017 | Association Business (ABL) | Cadet lunch at union hall | Yes | Other Association Business **define in purpose of request | Cadet lunch. | Mike Duffee | 1298 | Eng 04 | C | | 02/13/2017 | 9:30 | 02/15/2017 | 12:00 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 02/09/2017 | Association Business (ABL) | Cadet Lunch | Yes | Other Association Business **define in purpose of request | Cadet Lunch | Lynn Eichler | 1411 | Eng10 | C | | 02/13/2017 | 1000 | 02/13/2017 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/09/2017 | Association Business (ABL) | Disciplinary Meeting | Yes | Dispute Resolution Proceedings | Represent a member during a disciplinary meeting with the chief. | Geoff Mitchell | 1386 | E18 | C | | 02/10/2017 | 0800 | 02/10/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 02/08/2017 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Meeting | McKeon, Damian | 1479 | PREV | N | | 02/14/2017 | 0900 | 02/14/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 02/04/2017 | Association Business (ABL) | Eboard Meeting | Yes | Local 975 Meeting | Requesting ABL to attend Eboard meeting. I apologize for the late request airline delays modified vacation plans. | Daryl Burns | 2054 | Q17 | B | | 02/06/2017 | 0800 | 02/08/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/01/2017 | Association Business (ABL) | | Yes | Dispute Resolution Proceedings | Rep member during disciplinary meeting. | Geoff Mitchell | 1386 | E18 | C | | 02/10/2017 | 0730 | 02/10/2017 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 02/01/2017 | Association Business (ABL) | Eboard Meeting | No | Local 975 Event | Eboard Meeting | Mark Schultz | 841 | E 40 | C | | 02/06/2017 | 1200 | 02/06/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 01/31/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Eboard meeting | Christine Jones | 1473 | E7 | C | | 02/06/2017 | 1200 | 02/06/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Mandatory Added Time Committee meeting | Geoff Mitchell | 1386 | E18 | C | | 01/31/2017 | 1200 | 01/31/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 01/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Mandatory Added Time Committee meeting | Danny Nixon | 1375 | Ed Svcs | N | | 01/31/2017 | 1200 | 01/31/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 01/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Mandatory Added Time Committee meeting | Bobby Nicks | 2511 | E1 | C | | 01/31/2017 | 1200 | 01/31/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Mandatory Added Time Committee meeting | Mike Duffee | 1298 | E4 | C | | 01/31/2017 | 1200 | 01/31/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/28/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Mandatory Added Time Committee meeting | Brad Landi | 1339 | E45 | C | | 01/31/2017 | 1200 | 01/31/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 01/25/2017 | Association Business (ABL) | AFROF Fundraising | No | Other Association Business **define in purpose of request | Austin Firefighters Relief and Outreach Fund Fishing Tournament. | Todd Purcell | 1074 | E11 | B | | 06/20/2017 | 1200 | 06/29/2017 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/23/2017 | Association Business (ABL) | Civil Service Hearing | No | Other Association Business **define in purpose of request | To attend Civil Service Hearing | Daryl Burns | 2054 | Q17 | B | | 01/25/2017 | 0800 | 01/27/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/16/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Bfund Meeting | Mark Schultz | 841 | E40 | C | | 02/01/2017 | 0800 | 02/03/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 7C C-Shift Commander Local 975 |
| 01/23/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Captain Joe Ridgeway PSO interview | Christine Jones | 1473 | E7 | C | | 02/01/2017 | 1100 | 02/03/2017 | 1200 | | | | | | | | | | | | | 1.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/23/2017 | Association Business (ABL) | B Fund Meeting | Yes | Local 975 Event | BFund Meeting | Jeremy Howard | 2014 | R14 | C | | 02/01/2017 | 0800 | 02/03/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 01/22/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LT Dave Heaton PSO meeting | Christine Jones | 1473 | E7 | C | | 01/31/2017 | 1200 | 01/31/2017 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/22/2017 | Association Business (ABL) | Board meeting | Yes | Other Association Business **define in purpose of request | Board meeting | Lynn Eichler | 1411 | E10 | C | | 02/06/2017 | 1200 | 02/06/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/22/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Eboard meeting | Christine Jones | 1473 | E7 | C | | 02/06/2017 | 1200 | 02/06/2017 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/19/2017 | Association Business (ABL) | Committee Meeting | Yes | Local 975 Meeting | Committee Meeting | Daryl Burns | 2054 | Q17 | B | | 01/24/2017 | 1200 | 01/24/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/19/2017 | Association Business (ABL) | Committee Meeting | Yes | Local 975 Meeting | Committee Meeting | Danny Nixon | 1375 | d Servic | N | | 01/24/2017 | 1200 | 01/24/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 01/19/2017 | Association Business (ABL) | Committee Meeting | Yes | Local 975 Meeting | Committee Meeting | Alex Vanegas | 1976 | Q1 | B | | 01/24/2017 | 1200 | 01/24/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 01/19/2017 | Association Business (ABL) | AFROF Fishing | No | Local 975 Event | This is the AFROF Fishing Tour which helps fire victims and Public Safety Individuals. | Todd Purcell | 1125 | E 25 | A | | 06/17/2017 | 1200 | 01/29/2017 | 1200 | | | | | | | | | | | | | 96.00 | | | NOT Approved | Please resubmit. Names and dates are conflicting. | |
| 01/18/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Mandatory Union VP station visits. I have to visit several stations on my shift(B). Thank you. | Mike Leone | 1972 | E16 | B | | 01/24/2017 | 1200 | 01/24/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 01/17/2017 | Association Business (ABL) | Eng 2 Redo In DFW | No | Other Association Business **define in purpose of request | Count would like to take the OLD Eng 2to DFW to get it restored so that AFD can use it for Honor Guard/ESPADA and AFD can use it for Parades. He wants to ensure safe delivery of the truck | Demetrius Countouriotis | 2144 | Lad08 | A | | 01/18/2017 | 0800 | 01/20/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 01/17/2017 | Association Business (ABL) | Relief and Outreach Meeting | No | Local 975 Meeting | Relief and outreach fund Monthly meeting. | Tom Vocke | 1438 | Wellness | N | | 01/19/2017 | 1200 | 01/19/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 01/14/2017 | Association Business (ABL) | | Yes | Local 975 Meeting | Committee meeting | Dan Nixon | 1375 | Ed Svcs | N | | 01/17/2017 | 1200 | 01/17/2017 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 01/11/2017 | Association Business (ABL) | ESPADA Event | No | Other Association Business **define in purpose of request | ESPADA event (training) | Elizabeth Donelson | 1776 | E12 | C | | 03/17/2017 | 1200 | 03/20/2017 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/09/2017 | Association Business (ABL) | AFA Meeting | No | Local 975 Meeting | Meeting with Premal go over VP Duties and Web | Mike Leone | 1972 | E16 | B | | 01/12/2017 | 1200 | 01/12/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 01/07/2017 | Association Business (ABL) | Monthly membership meeting | Yes | Local 975 Meeting | monthly meeting | Michael Duffee | 1298 | Eng04 | C | | 01/10/2017 | 12:00 | 01/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/08/2017 | Association Business (ABL) | union meeting | Yes | Local 975 Meeting | regular union meeting | michael Duffee | 1298 | Eng04 | C | | 01/10/2017 | 12:00 | 01/10/2017 | 17:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/08/2017 | Association Business (ABL) | Quarterly AFD Locker Room Update | Yes | Other Association Business **define in purpose of request | Leave requested to attend the Quarterly AFD Locker Room Update at 0900 in the Hook & Ladder Room | Elizabeth Donelson | 1776 | E12 | C | | 01/23/2017 | 0800 | 01/23/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/07/2017 | Association Business (ABL) | Quarterly meeting with Public Works | Yes | Other Association Business **define in purpose of request | Quarterly meeting with Command Staff/AFA/Public Works/ACM for construction and remodel updates. | Michael Duffee | 1298 | Eng04 | C | | 01/23/2017 | 08:00 | 01/25/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/07/2017 | Association Business (ABL) | ESD 4 merger meeting | Yes | Other Association Business **define in purpose of request | ESD 4 merger discussion meeting | michael Duffee | 1298 | Eng 04 | C | | 01/11/2017 | 08:00 | 01/13/2017 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 01/06/2017 | Association Business (ABL) | January Membership Meeting | Yes | Local 975 Meeting | Attend January general membership meeting. | Geoff Mitchell | 1386 | E18 | C | | 01/10/2017 | 1200 | 01/10/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C Batt 7C C-Shift Commander Local 975 |

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# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/05/2017 | Association Business (ABL) | Benevolent Fund Meeting | Yes | Local 975 Meeting | B Fund assesment Meeting | Russ Howard | 2014 | R14 | C | | 01/23/2017 | 0800 | 01/25/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander |
| 01/05/2017 | Association Business (ABL) | B Fund Meeting | Yes | Local 975 Meeting | B Fund assessment meeting | Mark Schultz | 841 | E40 | C | | 01/23/2017 | 0800 | 01/25/2017 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C Batt 7C C-Shift Commander |
| 01/04/2017 | Association Business (ABL) | Meeting | Yes | Other Association Business **define in purpose of request | General meeting | Lynn Eichler | 1411 | E10 | C | | 01/10/2017 | 1200 | 01/10/2017 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C Batt 3C C-Shift Commander |
| 01/03/2017 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Meeting | McKeon, Damian | 1479 | PREV | N | | 01/10/2017 | 09:30 | 01/11/2017 | 12:00 | | | | | | | | | | | | | 2.50 | | | Approved | | Local 975 |
| 01/02/2017 | Association Business (ABL) | Fire Ground Survival Train the Trainer (Pittsburg Penn) | No | Other Association Business **define in purpose of request | I have been requested to assist teaching a FGS TrT. | Kevin Kalmus | 1543 | Res 20 | B | | 01/21/2017 | 1200 | 01/28/2017 | 12 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6B B-Shift Commander Local 975 |
| 01/02/2017 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 1/5 Zotterelli disciplinary meeting and station visits1/10 General membership meeting | Christine Jones | 1473 | E7 | C | | 01/05/2017 | 0800 | 01/07/2017 | 1200 | 01/10/2017 | 1200 | 01/10/2017 | 1800 | | | | | | | | | 10.00 | | | Approved | | Batt 1C Batt 5C C-Shift Commander Local 975 |
| 01/01/2017 | Association Business (ABL) | PSO rep | No | Other Association Business **define in purpose of request | Rep a member during PSO proceedings. | Geoff Mitchell | 1386 | E18 | C | | 01/04/2017 | 1200 | 01/04/2017 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/26/2016 | Association Business (ABL) | Rep member at PSO | Yes | Dispute Resolution Proceedings | Assist member during PSO interview for accident investigation. | Geoff Mitchell | 1386 | E18 | C | | 12/27/2016 | 1030 | 12/27/2016 | 1200 | | | | | | | | | | | | | 1.50 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/23/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | FF Zotterelli disciplinary meeting | Christine Jones | 1473 | E7 | C | | 12/29/2016 | 1200 | 12/29/2016 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 12/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 01/02/2017 | 0900 | 01/02/2017 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/14/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Meeting with Chief Kerr, Dodds and Woolverton over Workers Compensation. | Lynn Eichler | 1411 | E40 | C | | 12/20/2016 | 1200 | 12/20/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/13/2016 | Association Business (ABL) | IAFF Wildfire Taskforce | No | Local 975 Event | IAFF Conference on Wildfire. Chief Denzer sits on Board for IAFF Wildfire | Douglas Randy Denzer | 1461 | AFR | N | | 01/09/2017 | 0700 | 01/13/2017 | 0700 | | | | | | | | | | | | | 30.00 | | | Approved | | ARFF Local 975 |
| 12/15/2016 | Association Business (ABL) | Benevolent Fund meeting | Yes | Local 975 Meeting | Benevolent Annual Meeting | Russ Howard | 2014 | R14 | C | | 12/15/2016 | 0700 | 12/17/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 12/08/2016 | Association Business (ABL) | Gen Membership Meeting | Yes | Local 975 Meeting | Constitution and Bylaws Member speaking | Clint Brooks | 1767 | E24 | B | | 12/13/2016 | 1200 | 12/13/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 12/07/2016 | Association Business (ABL) | Local 975 Membership Meeting | Yes | Local 975 Meeting | Monthly Local 975 membership meeting. | Mike Leone | 1972 | E16 | B | | 12/13/2016 | 1300 | 12/13/2016 | 1800 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 12/06/2016 | Association Business (ABL) | PAC | Yes | Other Association Business **define in purpose of request | My final PAC meeting EVER!! Thank goodness! I am ecstatic!! | Matt Cox | 1408 | PSO | N | | 12/13/2016 | 0930 | 12/06/2016 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Local 975 |
| 12/04/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | In the future, I'll request a week in advance. Thank you. | Mike Leone | 1972 | E16 | B | | 12/05/2016 | 0800 | 12/07/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 12/03/2016 | Association Business (ABL) | Rep member during CoC meeting | No | Dispute Resolution Proceedings | Chain of Command meeting for Vanessa Schaefer | Geoff Mitchell | 1386 | E18 | C | | 12/05/2016 | 1200 | 12/05/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/03/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Jamie Silas PSO interview | Christine Jones | 1473 | E7 | C | | 12/06/2016 | 1000 | 12/08/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 12/01/2016 | Association Business (ABL) | PSO Interview | No | Other Association Business **define in purpose of request | Rep member during PSO interview. The back up couldn't make it, so I'm third string. Union version of the direct snap to the running back. Thanks in advance. | Geoff Mitchell | 1386 | E18 | C | | 12/02/2016 | 1200 | 12/02/2016 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/30/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Mark Schultz | 841 | E-40 | C | | 12/08/2016 | 1200 | 12/08/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/30/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Carrie Stewart | 1638 | E-28 | C | | 12/08/2016 | 1200 | 12/08/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 11/30/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Geoff Mitchell | 1386 | E-18 | C | | 12/08/2016 | 1200 | 12/08/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/30/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Clint Brooks | 1767 | E-24 | B | | 12/08/2016 | 0900 | 12/08/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 11/29/2016 | Association Business (ABL) | Pre-Grievance meeting | No | Dispute Resolution Proceedings | Attend pre-grievance meeting. | Geoff Mitchell | 1386 | E18 | C | | 12/02/2016 | 1200 | 12/02/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | NOT Approved | Not approved per LT Mitchell. Corrected dates submitted in another request. | Batt 3C C-Shift Commander Local 975 |
| 11/29/2016 | Association Business (ABL) | Pre-Grievance meeting | No | Dispute Resolution Proceedings | Scheduling conflict with the previous request, please disregard request for 12/02. Attend pre-grievance meeting with FF Abe Carruthers regarding mandatory AT selection procedure. | Geoff Mitchell | 1386 | E18 | C | | 12/03/2016 | 0800 | 12/05/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | AFA Budget Meeting | Yes | Local 975 Meeting | Budget meeting attendance. | Mike Leone | 1972 | E16 | B | | 11/28/2016 | 1200 | 11/28/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | LMI | Yes | Local 975 Event | LMI Meet at AFD HQ. Im a new VP. so sorry for late ABL | Daryl Burns | 2054 | Q17 | B | | 11/29/2016 | 0900 | 12/01/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI Meeting, just found out its tomorrow. Have lots of info on Workers Comp. ABL only if needed. | Lynn Eichler | 1411 | E40 | C | | 11/29/2016 | 1200 | 11/29/2016 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | E Board Meeting | Yes | Other Association Business **define in purpose of request | Request leave to attend E Board meeting. | Greg Pope | 1486 | E-17 | B | | 12/05/2016 | 0800 | 12/05/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | HPOC Meeting at HQ | Yes | Other Association Business **define in purpose of request | Request leave to attend HPOC meeting at HQ with Dr. Morris. | Greg Pope | 1486 | E-17 | B | | 12/08/2016 | 0700 | 12/08/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/28/2016 | Association Business (ABL) | AFA Eboard Meeting | Yes | Local 975 Meeting | Monthly Eboard Meeting | Daryl Burns | 2054 | Q17 | B | | 12/05/2016 | 0800 | 12/07/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/27/2016 | Association Business (ABL) | LMI Meeting | Yes | Other Association Business **define in purpose of request | November LMI meeting. | Michael Duffee | 1298 | Eng 04 | C | | 11/29/2016 | 12:00 | 11/29/2016 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 11/27/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | I need to request an extension of already approved ABL. I just received a request from AJ Padilla and Randall Black to represent them at their CDC meetings on 11/29.Thank you | Christine Jones | 1473 | E7 | C | | 11/29/2016 | 1200 | 11/29/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/24/2016 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | E board meeting/budget workshop. Long day expected. | Greg Pope | 1486 | E-17 | B | | 11/28/2016 | 1200 | 11/28/2016 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/23/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA 2017 Budget Workshop | Jeremy Copus | 2142 | Q18 | A | | 11/28/2016 | 0900 | 11/30/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3A A-Shift Commander Local 975 |
| 11/23/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA 2017 Budget Workshop | Mike Leone | 1972 | E16 | B | | 11/28/2016 | 1200 | 11/28/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 11/23/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | 2017 Budget Workshop | Daryl Burns | 2054 | Q17 | B | | 11/28/2016 | 1200 | 11/28/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/22/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 12/5 Eboard meeting and Zotterelli Chain of Command12/8 Avery Chain of Command12/15 Avery and Zotterelli Notice of Sustained Allegations | Christine Jones | 1473 | E7 | C | | 12/05/2016 | 1200 | 12/05/2016 | 1800 | 12/08/2016 | 1200 | 12/08/2016 | 1500 | 2/15/201 | 0800 | 12/17/2016 | 1200 | | | | | 13.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/17/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | ESD 4 merger discussion meeting | Michael Duffee | 1298 | Eng 04 | C | | 11/18/2016 | 07:00 | 11/29/2016 | 12:00 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 11/16/2016 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Benevolent Fund meeting | Jeremy Russ Howard | 2014 | R14 | C | | 11/21/2016 | 0800 | 11/24/2011 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations |
| 11/15/2016 | Association Business (ABL) | Relief and Outreach Meeting | No | Local 975 Meeting | Relief and Outreach Board meeting | Tom Vocke | 1438 | N | N | | 11/17/2016 | 1200 | 11/17/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 11/14/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Matt Avery and Alex Zottarelli PSO interview 11/17LMI and station visits 11/29 | Christine Jones | 1473 | E7 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1600 | 11/29/2016 | 1200 | 11/29/2016 | 1600 | | | | | | | | | 8.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/14/2016 | Association Business (ABL) | Discuss WC Case | Yes | Local 975 Meeting | Discuss WC case of Carrie Stewart with Chief(s) Kerr, Tanzola, Dodds, and Woolverton | Lynn Eichler | 1411 | E40 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/14/2016 | Association Business (ABL) | WC Meeting | Yes | Local 975 Meeting | Discuss Carrie Stewarts WC case with Chief(s) Kerr, tanzola, Dodds, and Woolverton | Carrie Stewart | 1638 | E28 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4C C-Shift Commander Special Operations Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/14/2016 | Association Business (ABL) | Rep member | Yes | Other Association Business **define in purpose of request | Rep member (Vanessa Schaeffer) during meeting with PSO. | Geoff Mitchell | 1386 | E18 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/13/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Local 975 Meeting | Damian McKeon | 1479 | PREV | N | | 11/14/2016 | 0900 | 11/14/2016 | 1100 | | | | | | | | | | | | | 2.00 | | | Approved | | Local 975 |
| 11/11/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Burke chain of command meeting Avery and Zotterelli meeting with PSO | Christine Jones | 1473 | E7 | C | | 11/14/2016 | 1200 | 11/14/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/10/2016 | Association Business (ABL) | 975 meeting at union hall | Yes | Local 975 Meeting | Request leave to attend meeting at Union Hall. | Greg Pope | 1486 | E-17 | B | | 11/17/2016 | 0800 | 11/17/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/09/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Mark Schultz | 841 | E-40 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/09/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Carrie Stewart | 1638 | E-28 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Special Operations Local 975 |
| 11/09/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Geoff Mitchell | 1386 | E-18 | C | | 11/17/2016 | 1200 | 11/17/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/09/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Constitution & Bylaws meeting. | Clint Brooks | 1767 | E-24 | B | | 11/17/2016 | 0900 | 11/17/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 11/08/2016 | Association Business (ABL) | PAC | No | Local 975 Event | PAC | Matt Cox | 1408 | PSO | N | | 11/08/2016 | 0930 | 11/08/2016 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Local 975 |
| 11/04/2016 | Association Business (ABL) | Monthly Meeting | No | Local 975 Meeting | Monthly Meeting | Lynn Eichler | 1411 | E 40 | C | | 11/08/2016 | 1200 | 11/08/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/06/2016 | Association Business (ABL) | Discipline Hearing | No | Other Association Business **define in purpose of request | Discipline hearing for two A shift members. The meetings are at 1100 and 1130. I would like to have two hours to make sure I have enough time for them and the PSO.I have building inspections at 1430 on Monday, so I'll make sure I'm back ASAP after the meeting. | Greg Pope | 1486 | E-17 | B | | 11/07/2016 | 1200 | 11/07/2016 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 11/05/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Jeremy Burke chain on command meeting | Christine Jones | 1473 | E7 | C | | 11/14/2016 | 1200 | 11/14/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/30/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | General membership meeting | Christine Jones | 1473 | E7 | C | | 11/08/2016 | 1200 | 11/08/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/28/2016 | Association Business (ABL) | EBoard Meeting 10.31/Rep member being interviewed 11.8 | Yes | Local 975 Meeting | EBoard meeting 10.31. Rep member being interviewed by PSO then general membership meeting 11.08 | Geoff Mitchell | 1386 | E18 | C | | 10/31/2016 | 0800 | 10/31/2016 | 1200 | 11/08/2016 | 1200 | 11/08/2016 | 1700 | | | | | | | | | 9.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/28/2016 | Association Business (ABL) | E-Board meeting | Yes | Local 975 Meeting | e-board meeting | Michael Duffee | 1298 | eng04 | C | | 10/31/2016 | 8:00 | 11/02/2016 | 12:00 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 10/28/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Change in Captain Zenkner's disciplinary meeting (0800)Eboard meeting (0900) | Christine Jones | 1473 | E7 | C | | 10/31/2016 | 0700 | 11/02/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/27/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Captain Zenkner notice of sustained allegations meeting | Christine Jones | 1473 | E7 | C | | 10/28/2016 | 0800 | 10/30/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/25/2016 | Association Business (ABL) | Union conference | Yes | Local 975 Conference | Request time off to attend Union conference in Mesa Arizona with Nicks and Jones. | Greg Pope | 1486 | E-17 | B | | 11/01/2016 | 1200 | 11/02/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | NOT Approved | Per Chief Dodds | Batt 4B B-Shift Commander Local 975 |
| 10/24/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 10/31/2016 | 0900 | 10/31/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/24/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-board meeting | Lynn Eichler | 1411 | E40 | C | | 10/31/2016 | 0900 | 10/31/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander |
| 10/24/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Correction to last ABL request for E board meeting | Christine Jones | 1473 | E7 | C | | 10/31/2016 | 0800 | 11/02/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/24/2016 | Association Business (ABL) | LMI | No | Other Association Business **define in purpose of request | LMILate notice, Sorry, Got notified last night. | Lynn Eichler | 1411 | E40 | C | | 10/25/2016 | 0900 | 10/25/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/24/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | October LMI | Geoff Mitchell | 1386 | E18 | C | | 10/25/2016 | 0900 | 10/25/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/24/2016 | Association Business (ABL) | LMI Meeting | Yes | Local 975 Meeting | LMI meeting | Michael Duffee | 1298 | Eng 04 | C | | 10/25/2016 | 09:00 | 10/27/2016 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 10/23/2016 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI | Christine Jones | 1473 | E7 | C | | 10/25/2016 | 0900 | 10/27/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/20/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Representing Lance Zenkner at interview2 day program on discipline in the fire service in Mesa, AZ | Christine Jones | 1473 | E7 | C | | 10/24/2016 | 1200 | 10/24/2016 | 1600 | 11/02/2016 | 1200 | 11/05/2016 | 1200 | | | | | | | | | 28.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/20/2016 | Association Business (ABL) | Local 975 General Membership meeting | Yes | Local 975 Meeting | Attend Local 975 General Membership meeting for both dates requested | Scott Walters | 1036 | Prev | N | | 11/08/2016 | 1230 | 11/08/2016 | 1600 | 12/13/2016 | 1230 | 12/13/2016 | 1600 | | | | | | | | | 7.00 | | | Approved | | Local 975 |
| 10/19/2016 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Meeting | Trustee Audit | Mike Duffee | 1298 | E04 | C | | 10/28/2016 | 0800 | 10/30/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | For Duffee | Batt 1C C-Shift Commander Local 975 |
| 10/18/2016 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Trustee Audit | Brad Landi | 1339 | E21 | C | | 10/28/2016 | 0800 | 10/30/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 10/17/2016 | Association Business (ABL) | NFPA Responder Forum meeting | No | Other Association Business **define in purpose of request | This request is to attend the NFPA Responder Forum in Charlotte NC on behalf of the IAFF and representing Local 975 and the Austin Fire Department RED Team. | Kessler | 1612 | E14A | A | | 11/06/2016 | 1200 | 11/09/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6A A-Shift Commander Special Operations Local 975 |
| 10/17/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Meeting | McKeon, Damian | 1479 | prev | N | | 10/20/2016 | 1300 | 10/20/2016 | 1500 | | | | | | | | | | | | | 2.00 | | | Approved | | Local 975 |
| 10/17/2016 | Association Business (ABL) | Relief and Outreach Meeting | No | Local 975 Meeting | Relief and Outreach Fund Monthly Meeting | Thomas Vocke | 1438 | N | N | | 10/19/2016 | 1300 | 10/19/2016 | 1600 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 10/15/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Station visits and union representation for Lt. Burke PSO interview | Christine Jones | 1473 | E7 | C | | 10/18/2016 | 1200 | 10/18/2016 | 1900 | | | | | | | | | | | | | 7.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/12/2016 | Association Business (ABL) | Discipline Meeting at HQ | Yes | Other Association Business **define in purpose of request | Request time off to rep 975 members in PSO interviews (witnesses to an event at station 17) and meeting with Chief Kerr (Daryl Burns curb strike).After interviews I will be using the rest of the time for an ESD merger meeting at the Union Hall. | Greg Pope | 1486 | E-17 | B | | 10/17/2016 | 1200 | 10/17/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 10/10/2016 | Association Business (ABL) | Relief and Outreach fund | No | Local 975 Meeting | Assist with work for the Relief and outreach fund. | Thomas Vocke | 1438 | N | N | | 10/11/2016 | 0900 | 10/11/2016 | 1100 | | | | | | | | | | | | | 2.00 | | | Approved | | Local 975 |
| 10/08/2016 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | General Membership Meeting | Charles "Wade" Crain IV | 1838 | Eng. 10 | B | | 10/11/2016 | 1200 | 10/11/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 10/04/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Union representation for Jeremy Burke at PSO interview | Christine Jones | 1473 | E7 | C | | 10/13/2016 | 0900 | 10/15/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 09/29/2016 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | E-board Meeting | Crain | 1838 | Eng. 10 | B | | 10/03/2016 | 0800 | 10/03/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 09/29/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | ABL | Damian McKeon | 1479 | PREV | N | | 10/11/2016 | 0900 | 10/11/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 09/28/2016 | Association Business (ABL) | E board and general membershipMeeting | Yes | Local 975 Meeting | Request leave to attend E board and general membership meeting. | Greg Pope | 1486 | E-17 | B | | 10/03/2016 | 0700 | 10/03/2016 | 1200 | 10/11/2016 | 1200 | 10/11/2016 | 1800 | | | | | | | | | 11.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/29/2016 | Association Business (ABL) | LODD FUneral-Boston | No | Other Association Business **define in purpose of request | LODD Funeral for BC killed. | Mtthew Rush | 1266 | R14 | B | | 10/02/2016 | 1200 | 10/05/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 6B B-Shift Commander Local 975 |
| 09/28/2016 | Association Business (ABL) | Local 975 General membership meeting | Yes | Local 975 Meeting | Attend general membership meeting | Scott Walters | 1036 | Prev. | N | | 10/11/2016 | 1230 | 10/11/2016 | 1600 | | | | | | | | | | | | | 3.50 | | | Approved | | Local 975 |
| 09/27/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meetingCaptain Jaimes chain of command meeting | Christine Jones | 1473 | E7 | C | | 10/03/2016 | 1200 | 10/03/2016 | 1800 | 10/10/2016 | 1000 | 10/12/2016 | 1200 | | | | | | | | | 8.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/29/2016 | Association Business (ABL) | Burns Chain of Command | No | Other Association Business **define in purpose of request | Request time off to represent Daryl Burns at his chain of command meeting.This request is being made less than 72 hours ahead of time due to the fact I found out about this date and time change (the original date and time was October 11th)today at noon. I would have submitted the request at noon , but I was at the Ryan Endicott golf benefit and not by a computer. Thank you,Greg | Greg Pope | 1486 | E-17 | B | | 09/29/2016 | 1200 | 09/29/2016 | 1500 | | | | | | | | | | | 3.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/26/2016 | Association Business (ABL) | LMI Meeting | Yes | Other Association Business **define in purpose of request | LMI Meeting | Michael Duffee | 1298 | Eng 04 | C | | 09/27/2016 | 12:00 | 09/27/2016 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/24/2016 | Association Business (ABL) | MDA Money | No | Other Association Business **define in purpose of request | Picking up money from BC stations for MDA Fill the Boot counting | Charles Wade Crain | 1838 | E10 | B | | 09/27/2016 | 1000 | 09/29/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 09/23/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 10/03/2016 | 1200 | 10/03/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | ENG40 | C | | 09/27/2016 | 1200 | 09/27/2016 | 1400 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | Meeting | Yes | Other Association Business **define in purpose of request | Board meeting | Lynn Eichler | 1411 | Eng40 | C | | 10/03/2016 | 1200 | 10/03/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws meeting. | Mark Schultz | 841 | E-40 | C | | 09/28/2016 | 0800 | 09/28/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws meeting. | Geoff Mitchell | 1386 | E-18 | C | | 09/28/2016 | 0800 | 09/28/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws meeting. | Geoff Mitchell | 1386 | E-18 | C | | 09/28/2016 | 0800 | 09/28/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws meeting. | Carrie Stewart | 1638 | d Servic | N | | 09/28/2016 | 0800 | 09/28/2016 | 1600 | | | | | | | | | | | | | 8.00 | | | Approved | | Local 975 |
| 09/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws meeting. | David Spidle | 1886 | E-13 | A | | 09/28/2016 | 1200 | 09/28/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 09/20/2016 | Association Business (ABL) | Disciplinary Meeting | No | Other Association Business **define in purpose of request | Regresenting member in disciplinary meeting. | Geoff Mitchell | 1386 | E18 | C | | 09/22/2016 | 1000 | 09/22/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/17/2016 | Association Business (ABL) | MDA kickoff at Union Hall | Yes | Local 975 Event | request leave to be able to attend and assist at MDA kickoff event (9/20) at Union Hall. 2nd request (9/23)Is for MDA money pick up and transportation to Union Hall. Union VP's will be driving to BC stations to collect MDA currency bags. VP's will also assist in counting donations. | Greg Pope | 1486 | E-17 | B | | 09/20/2016 | 1200 | 09/20/2016 | 1800 | 09/23/2016 | 1200 | 09/23/2016 | 1800 | | | | | | | 12.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/16/2016 | Association Business (ABL) | Relief and Outreach | No | Local 975 Event | Assist with Relief and Outreach Fund event. | Thomas Vocke | 1438 | na | N | | 09/26/2016 | 1200 | 09/26/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 09/14/2016 | Association Business (ABL) | MDA logistics | Yes | Local 975 Event | MDA logistics | Crain | 1838 | Eng. 10 | B | | 09/20/2016 | 1200 | 09/20/2016 | 1800 | 09/24/2016 | 0900 | 09/24/2016 | 1200 | | | | | | | | | 9.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 09/14/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Money count for MDA collections. I am assuming that other AFD members will be present to assist in the count. MDA personnel will be on site as well as Local 975 employee Premal Amin. | Scott Walters | 1036 | Prev. | N | | 09/27/2016 | 09:30 | 09/27/2016 | 1400 | | | | | | | | | | | 4.50 | | | Approved | | Local 975 |
| 09/11/2016 | Association Business (ABL) | Endicott Benefit | Yes | Local 975 Event | Endicott Benefit | Crain | 1838 | Eng. 10 | B | | 09/26/2016 | 1200 | 09/26/2016 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 09/11/2016 | Association Business (ABL) | Ryan Endicott Golf Tournament | Yes | Local 975 Event | Requesting leave to be able to attend the Ryan Endicott Golf Tournament. I will be assisting in setting up and running the event. | Greg Pope | 1486 | E-17 | B | | 09/26/2016 | 1200 | 09/26/2016 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/09/2016 | Association Business (ABL) | Gen Membership Meeting | Yes | Local 975 Meeting | Gen Membership Meeting | Mark Harris | 1303 | Q03 | A | | 09/13/2016 | 1200 | 09/13/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 09/07/2016 | Association Business (ABL) | IAFF Instructor Development | No | Other Association Business **define in purpose of request | But I would like to request leave for a week-long teaching class. | Carrie Stewart | 12638 | Ed Serv. | N | | 12/11/2016 | 1200 | 12/20/2016 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Special Operations Local 975 |
| 09/04/2016 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | E board meeting | Mike Duffee | 1298 | Eng 04 | C | | 09/06/2016 | 12:00 | 09/07/2016 | 18:00 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 09/05/2016 | Association Business (ABL) | E Board 911 events | Yes | Local 975 Event | request leave to attend 911 events as 975 representative. | Greg Pope | 1486 | E-17 | B | | 09/11/2016 | 1200 | 09/11/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/05/2016 | Association Business (ABL) | Fire Ground Survival Train the Trainer | No | Other Association Business **define in purpose of request | I have been requested to teach an IAFF Fire Ground Survival Train the Trainer in Ventura Co CA. All expenses are paid by the host department. This is only a request for the time off. | Kevin Kalmus | 1543 | Res20 | B | | 09/11/2016 | 1200 | 09/17/2016 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6B B-Shift Commander Local 975 |
| 09/02/2016 | Association Business (ABL) | E Board meeting | Yes | Local 975 Meeting | requesting leave for E board meeting. | Greg Pope | 1486 | E-17 | B | | 09/06/2016 | 0700 | 09/06/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/02/2016 | Association Business (ABL) | PAC | Yes | Other Association Business **define in purpose of request | PAC | Matthew Cox | 1408 | PSO | N | | 09/13/2016 | 0930 | 09/13/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 09/02/2016 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard request to attend the fallen firefighter memorial in Colorado Springs CO. | Roger Davis | 2032 | E2 | A | | 09/13/2016 | 1200 | 09/22/2016 | 1200 | | | | | | | | | | | | | 72.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 09/02/2016 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard Request to attend the fallen firefighter memorial in Colorado Springs CO. | Jacob Whittington | 2177 | E20 | C | | 09/15/2016 | 1200 | 09/21/2016 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 09/02/2016 | Association Business (ABL) | Fallen Firefighter Memorial | Yes | Other Association Business **define in purpose of request | Honor Guard Request to attend the annual Fallen Firefighter Memorial in Colorado Springs CO. | Ruben Menchaca | 2157 | E25 | B | | 09/14/2016 | 1200 | 09/20/2016 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 09/01/2016 | Association Business (ABL) | BC Committee Work | No | Local 975 Meeting | Work on BC Committee | Les McKay | 1373 | Safety | N | | 09/02/2016 | 1200 | 09/02/2016 | 1530 | | | | | | | | | | | | | 3.50 | | | Approved | | B-Shift Commander Local 975 |
| 09/01/2016 | Association Business (ABL) | Executive Board Meeting | Yes | Local 975 Meeting | Executive Board Meeting | Charles "Wade" Crain IV | 1838 | Eng - 10 | B | | 09/06/2016 | 0800 | 09/06/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 08/30/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting and Benevolent Fund work. | Mark Schultz | 841 | E-40 | C | | 09/06/2016 | 1200 | 09/06/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/25/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | E7 | C | | 09/06/2016 | 1200 | 09/06/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/22/2016 | Association Business (ABL) | facilities committee meeting | Yes | Local 975 Meeting | Facilities committee meetingI apologize for the late request. I was out of town and thought someone else was submitting this on my behalf. That, however, did not get done. | Christine Jones | 1473 | E7 | C | | 08/23/2016 | 1000 | 08/25/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/22/2016 | Association Business (ABL) | Relief and Outreach Meeting | No | Local 975 Meeting | Attend monthly meeting Relief and Outreach Fund | Thomas Vocke | 1438 | na | N | | 08/25/2016 | 1200 | 08/25/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 08/20/2016 | Association Business (ABL) | facilities committe meeting | Yes | Other Association Business **define in purpose of request | Facilities committee meeting | Mike Duffee | 1298 | Eng04 | C | | 08/23/2016 | 10:00 | 08/25/2016 | 12:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 08/21/2016 | Association Business (ABL) | Facilities committee meeting | Yes | Local 975 Meeting | Facilities committee meeting | Bara Scotti | 1554 | E16 | C | | 08/23/2016 | 1000 | 08/23/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 08/21/2016 | Association Business (ABL) | Facilities meeting | Yes | Other Association Business **define in purpose of request | To plan for the upcoming facilities meeting with Chief Kerr. | Elizabeth Donelson | 1776 | E12 | C | | 08/23/2016 | 1000 | 08/23/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 08/20/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA Benevolent Fund Committee meeting. | Mark Schultz | 841 | E-40 | C | | 08/29/2016 | 0800 | 08/29/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 08/20/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | AFA Benevolent Fund Committee meeting. | Russ Howard | 2014 | R-14 | C | | 08/29/2016 | 0800 | 08/29/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 08/19/2016 | Association Business (ABL) | Local 975 E Board meeting | Yes | Other Association Business **define in purpose of request | Sept. 2016 E-Board meeting | Scott Walters | 1036 | Prev | N | | 09/06/2016 | 0830 | 09/06/2016 | 1200 | | | | | | | | | | | | | 3.50 | | | Approved | | Local 975 |
| 08/15/2016 | Association Business (ABL) | IAFF Wildfire Conference | No | Local 975 Meeting | IAFF Special Committee on Wildland | Douglas Denzer | 1461 | AFR | N | | 08/22/2016 | 0700 | 08/23/2016 | 0700 | | | | | | | | | | | | | 10.00 | | | Approved | | ARFF Local 975 |
| 08/09/2016 | Association Business (ABL) | IAFF Convention | Yes | Local 975 Event | To attend the IAFF Convention in Nevada. | Charles "Wade" Crain IV | 1838 | 1838 | B | | 08/15/2016 | 1200 | 08/16/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 08/04/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Tony Haden disciplinary meeting. Sorry for the last minute request. His representative is unable to make it. I appreciate your consideration. | Christine Jones | 1473 | e7 | C | | 08/04/2016 | 1200 | 08/04/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/04/2016 | Association Business (ABL) | Union Conference in Las Vegas | Yes | Local 975 Conference | Request leave to be able to attend IAFF convention in Las Vegas. Time will be used to attend pre-conference delegate forums and convention itself. | Greg Pope | 1486 | E-17 | B | | 08/12/2016 | 1200 | 08/22/2016 | 1200 | | | | | | | | | | | | | 96.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 08/02/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Station visits | Christine Jones | 1473 | E7 | C | | 08/05/2016 | 0800 | 08/07/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/01/2016 | Association Business (ABL) | PAC | Yes | Other Association Business **define in purpose of request | PAC Meeting | Matt Cox | 1408 | PSO | N | | 08/09/2016 | 0930 | 08/09/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 08/01/2016 | Association Business (ABL) | | Yes | Local 975 Conference | IAFF Conference | Chirstine Jones | 1473 | E7 | C | | 08/14/2016 | 0800 | 08/22/2016 | 1200 | | | | | | | | | | | | | 52.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 08/01/2016 | Association Business (ABL) | IAFF's Fire Ground Survival | No | Other Association Business **define in purpose of request | I'm requesting ABL to represent AFD and the AAFA while delivering the IAFF's Fire Ground Survival program. | Coitt Kessler | 1612 | E14 | A | | 09/28/2016 | 1200 | 10/04/2016 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6A A-Shift Commander Local 975 |
| 07/29/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Perform an audit of the financials. | Mark Schultz | 841 | E-40 | C | | 08/16/2016 | 1200 | 08/16/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/29/2016 | Association Business (ABL) | Monthly audit | Yes | Other Association Business **define in purpose of request | Local 975 Monthly Audit | Scott Walters | 1036 | prev | N | | 08/16/2016 | 12:30 | 07/29/2016 | 16:00 | | | | | | | | | | | | | 3.50 | | | Approved | | Local 975 |
| 07/27/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Michael Duffee | 1298 | Eng 04 | C | | 08/01/2016 | 12:00 | 08/01/2016 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/26/2016 | Association Business (ABL) | Board meeting | No | Local 975 Meeting | Board meeting | Lynn Eichler | 1411 | E23 | C | | 08/01/2016 | 1200 | 08/01/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/26/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | 8/1 E board meeting8/8 Cortina disciplinary meeting | Christine Jones | 1473 | E7 | C | | 08/01/2016 | 1200 | 08/01/2016 | 1800 | 08/08/2016 | 0800 | 08/10/2016 | 1200 | | | | | | | | | 10.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/24/2016 | Association Business (ABL) | Chain of Command meeting | Yes | Other Association Business **define in purpose of request | Request leave to attend members chain of command meeting at HQ at 1200. I'm requesting to be off at 0900 to be able to meet with member at Union Hall beforehand. | Greg Pope | 1486 | E-17 | B | | 08/01/2016 | 0900 | 08/01/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 07/24/2016 | Association Business (ABL) | ESD 4 Meeting at HQ | Yes | Other Association Business **define in purpose of request | Request leave to attend ESD 4 merger meeting at HQ. The meeting is scheduled to start at 0800. | Greg Pope | 1486 | E-17B | B | | 08/04/2016 | 0700 | 08/04/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 07/24/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Making station visits to stations on members own shift. | Michael Duffee | 1298 | Eng 04 | C | | 07/26/2016 | 12:00 | 07/26/2016 | 20:00 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/21/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Station visits | Christine Jones | 1473 | E7 | C | | 07/23/2016 | 1200 | 07/23/2016 | 1600 | 07/24/2016 | 0800 | 07/26/2016 | 1600 | | | | | | | | | 12.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/21/2016 | Association Business (ABL) | representing member at PSO | No | Other Association Business **define in purpose of request | Requesting ABL for purpose of representing member at PSO office. Meeting at PSO is at 3pm. I'll be meeting with member before that at the Union Hall. | Greg Pope | 1486 | E-17 | B | | 07/25/2016 | 1200 | 07/25/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 07/02/2016 | Association Business (ABL) | Union meeting | No | Local 975 Meeting | Station visits for C shift stations that I represent. | Geoff Mitchell | 1386 | E18 | C | | 07/24/2016 | 0800 | 07/24/2016 | 1200 | 07/26/2016 | 1200 | 07/26/2016 | 2000 | 7/27/201 | 0800 | 07/27/2016 | 1200 | | | | | 32.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/18/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Cortina notice of sustained allegations meeting at HQ | Christine Jones | 1473 | E7 | C | | 07/21/2016 | 1030 | 07/23/2016 | 1200 | | | | | | | | | | | | | 1.50 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/13/2016 | Association Business (ABL) | Workers Comp. Meeting | Yes | Local 975 Meeting | Workers Comp. Meeting | Charles "Wade" Crain IV | 1838 | Qnt. - 19 | B | | 07/20/2016 | 0800 | 07/20/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 07/12/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Crowther disciplinary meeting | Christine Jons | 1473 | E7 | C | | 07/18/2016 | 0800 | 07/20/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/12/2016 | Association Business (ABL) | Local 975 activities | Yes | Local 975 Meeting | 7-19-2016 Local 975 General Membership meeting7-29-2016 Local 975 monthly audit | Scott Walters | 1036 | Prev | N | | 07/19/2016 | 12:30 | 07/19/2016 | 16:00 | 07/29/2016 | 09:30 | 07/29/2016 | 12:00 | | | | | | | | | 6.00 | | | Approved | | Local 975 |
| 07/10/2016 | Association Business (ABL) | ESD 4 meeting/PSO meeting with member | Yes | Other Association Business **define in purpose of request | Request leave for ESD 4 meeting at HQ and member meeting at PSO office afterwards. | Greg Pope | 1486 | E-17 | B | | 07/14/2016 | 0700 | 07/14/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 07/09/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Representing Jose Cortina at the Chain of Command meetingThe entire 5 hours will probably not be used, but I'm not sure how long the meeting will take. I will report to work as soon as it is over and make sure the correct amount of time is logged.Thank you | Christine Jones | 1473 | E7 | C | | 07/14/2016 | 1200 | 07/14/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/08/2016 | Association Business (ABL) | PAC | Yes | Other Association Business **define in purpose of request | Monthly PAC meeting if they will allow me into the Union Hall anymore. | Matt Cox | 1408 | PSO | N | | 07/12/2016 | 0930 | 07/12/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 07/08/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Representing James Crowther in his disciplinary meeting with Chief Kerr.I'm sure the meeting will not last 5 hours. I will either speak to my Chief about returning to work or I will use the remaining time to do station visits. Thank you | Christine Jones | 1473 | E7 | C | | 07/12/2016 | 0700 | 07/14/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/07/2016 | Association Business (ABL) | Member representation | No | Other Association Business **define in purpose of request | C.Jones just found that she will be reping a member Next Tuesday instead of members attorney and needs tomorrow off for meeting | Christine Jones | 1473 | E07 | C | | 07/08/2016 | 1200 | 07/08/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/07/2016 | Association Business (ABL) | ESD4 Merger diversity subcommittee meeting | No | Other Association Business **define in purpose of request | ESD4 Merger diversity subcommittee meeting | Darren Hyson | 1471 | E26 | B | | 07/07/2016 | 1200 | 07/07/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 07/06/2016 | Association Business (ABL) | IAFF Wildfire Comm | No | Local 975 Event | IAFF Wildfire Comm meeting in Washington DC | Steve Gibbon | 1334 | Wildfire | N | | 07/13/2016 | 0800 | 07/18/2016 | 0800 | | | | | | | | | | | | | 30.00 | | | Approved | | |
| 07/06/2016 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | General Membership Meeting | Charles "Wade" Crain IV | 1838 | Q-19 | B | | 07/19/2016 | 1200 | 07/19/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 07/05/2016 | Association Business (ABL) | Eboard Meeting | Yes | Local 975 Meeting | Board Meeting | Lynn Eichler | 1411 | E23 | C | | 07/05/2016 | 1200 | 07/05/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/03/2016 | Association Business (ABL) | E-Board meeting | Yes | Local 975 Meeting | e board meeting, may go past noon. | Michael Duffee | 1298 | Eng 04 | C | | 07/05/2016 | 12:00 | 07/05/2016 | 14:00 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 07/02/2016 | Association Business (ABL) | | Yes | Local 975 Conference | 11th district conference in Ft. Worth | Christine Jones | 1473 | E7 | C | | 07/11/2016 | 1200 | 07/14/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 07/01/2016 | Association Business (ABL) | LMI follow up | Yes | Other Association Business **define in purpose of request | Follow up meeting to discuss potential changes to transferability policy. | Geoff Mitchell | 1386 | E18 | C | | 07/05/2016 | 1200 | 07/05/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 07/01/2016 | Association Business (ABL) | IAFF Wildland Committee Work | No | Local 975 Event | Trip to Washington DC for IAFF Wildland Committee work | Douglas Denzer | 1461 | AFR | N | | 07/21/2016 | 0700 | 07/25/2016 | 0700 | | | | | | | | | | | | | 20.00 | | | Approved | | ARFF Local 975 |
| 06/26/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | E7 | C | | 07/05/2016 | 1200 | 07/05/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/26/2016 | Association Business (ABL) | ESD 4 Merger Sub Committee Meeting | Yes | Other Association Business **define in purpose of request | To discuss the details of the Diversity and Hiring sub-committee I'm assigned to. | Darren Hyson | 1471 | E26 | B | | 06/28/2016 | 1200 | 06/28/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander AAFFA |
| 06/24/2016 | Association Business (ABL) | Local 975 meeting (audit) | Yes | Local 975 Meeting | Request leave to attend association audit with third party vendor at union hall. | Greg Pope | 1486 | E-17 | B | | 06/28/2016 | 1200 | 06/28/2016 | 1800 | 06/29/2016 | 0700 | 06/29/2016 | 1200 | 7/01/201 | 1200 | 07/01/2016 | 1800 | | | | | 17.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/22/2016 | Association Business (ABL) | IAFF Convention | Yes | Local 975 Event | 2016 IAFF Convention | Douglas Denzer | 1461 | AFR | N | | 08/10/2016 | 0800 | 08/22/2016 | 0800 | | | | | | | | | | | | | 60.00 | | | Approved | | ARFF Local 975 |
| 06/23/2016 | Association Business (ABL) | IAFF National Convention | Yes | Local 975 Meeting | IAFF National Convention | Crain | 1838 | Qnt - 19 | B | | 08/18/2016 | 1200 | 08/19/2016 | 1200 | 08/21/2016 | 1200 | 08/22/2016 | 1200 | | | | | | | | | 48.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 06/23/2016 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | E-board Meeting | Crain | 1838 | Qnt - 19 | B | | 07/05/2016 | 0700 | 07/05/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 06/23/2016 | Association Business (ABL) | LMI & Station Visits | Yes | Local 975 Meeting | LMI & Station Visits | Crain | 1838 | Qnt - 19 | B | | 06/28/2016 | 1200 | 06/28/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 06/22/2016 | Association Business (ABL) | Union Rep | No | Other Association Business **define in purpose of request | Union representation for members | Geoff Mitchell | 1386 | E18 | C | | 06/22/2016 | 1200 | 06/22/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/22/2016 | Association Business (ABL) | IAFF Dist 11 Caucus | Yes | Local 975 Event | Dist 11 IAFF Caucus | Douglas Denzer | 1461 | AFR | N | | 07/12/2016 | 0600 | 07/13/2016 | 0600 | | | | | | | | | | | | | 10.00 | | | Approved | | ARFF Local 975 |
| 06/20/2016 | Association Business (ABL) | Relief and Outreach fund | No | Local 975 Event | Firefighter Relief and Outreach Event | Thomas Vocke | 1438 | n | N | | 06/22/2016 | 0900 | 06/20/2016 | 1700 | | | | | | | | | | | | | 8.00 | | | Approved | | Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/16/2016 | Association Business (ABL) | HPOC meeting and ESD 4 | Yes | Local 975 Meeting | Leave is requested to attend HPOC meeting and ESD 4 merger meeting.Second leave request is for meeting out of town. Local 975 related. | Greg Pope | 1486 | E17 | B | | 06/20/2016 | 0700 | 06/20/2016 | 1200 | 06/22/2016 | 1200 | 06/23/2016 | 1200 | | | | | | | | | 29.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/15/2016 | Association Business (ABL) | ESD Merger committee | Yes | Other Association Business **define in purpose of request | Meeting with ESD 4 merger work group. | Michael Duffee | 1298 | Eng 04 | C | | 06/20/2016 | 12:00 | 06/20/2016 | 15:30 | | | | | | | | | | | | | 3.50 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/15/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Request on 6-24-2016 is to attend COA Health Care Benefit Committee meeting on behalf of Local 975Request on 6-29-2016 is to attend Local 975 Benevolent Fund meeting | Scott Walters | 1036 | Prev. | N | | 06/24/2016 | 1000 | 06/24/2016 | 1200 | 06/29/2016 | 0900 | 06/29/2016 | 1200 | | | | | | | | | 5.00 | | | Approved | | Local 975 |
| 06/14/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | ESD 4 hiring and training subcommittee meeting at HQ /////TIME CORRECTION FROM PREVIOUS REQUEST/////// | Christine Jones | 1473 | E7 | C | | 06/20/2016 | 1200 | 06/20/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/14/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Meeting with Lt. Crowther and his lawyer. I am assisting Chief Nicks with representation.I apologize for the late request. | Christine Jones | 1473 | E7 | C | | 06/15/2016 | 0800 | 06/17/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/14/2016 | Association Business (ABL) | Prep for Chain of command and disciplinary meeting | No | Local 975 Meeting | For upcoming investigation | James Crowther | 1597 | Prev | N | | 06/15/2016 | 0700 | 06/20/2016 | 0800 | | | | | | | | | | | | | 24.00 | | | NOT Approved | This request is denied. The member is on Restricted Duty and the subject of a PSO Investigation, and therefore not eligible for leave. | Local 975 |
| 06/13/2016 | Association Business (ABL) | Gen Membership Meetinf | Yes | Local 975 Meeting | AFA General membership meeting | Mike Duffee | 1298 | E4 | C | | 06/14/2016 | 1200 | 06/14/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 06/11/2016 | Association Business (ABL) | Fire Ground Survival Class | No | Other Association Business **define in purpose of request | An instructor from California had an emergency and had to back out of teaching an upcoming class. I have been asked to fill in for him. | Kevin Kalmus | 1543 | res20 | B | | 06/14/2016 | 0700 | 06/19/2016 | 1200 | | | | | | | | | | | | | 29.00 | | | Approved | | Batt 6B B-Shift Commander Local 975 |
| 06/10/2016 | Association Business (ABL) | Local 975 meeting | No | Local 975 Meeting | Local 975 Meeting at Union Hall. | Greg Pope | 1486 | E-17 | B | | 06/13/2016 | 1200 | 06/13/2016 | 1800 | 06/14/2016 | 0700 | 06/14/2016 | 1200 | 6/16/201 | 1200 | 06/16/2016 | 1800 | 06/17/2016 | 0700 | 6/17/201 | 1200 | 22.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/08/2016 | Association Business (ABL) | Local 975 Meeting | Yes | Local 975 Meeting | June meeting. | Geoff Mitchell | 1386 | E18 | C | | 06/14/2016 | 1200 | 06/14/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/11/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Assist Chief Nicks with preparing written response in current investigation | Christine Jones | 1473 | E7 | C | | 06/11/2016 | 1200 | 06/11/2016 | 2000 | | | | | | | | | | | | | 8.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/08/2016 | Association Business (ABL) | Local 975 General Membership meeting | Yes | Local 975 Meeting | Local 975 General Membership meeting | Scott Walters | 1036 | prev | N | | 06/14/2016 | 1230 | 06/14/2016 | 1600 | | | | | | | | | | | | | 3.50 | | | Approved | | Local 975 |
| 06/08/2016 | Association Business (ABL) | AFA Union Work | No | Local 975 Event | work on AFA Social Media policy and web presence, helping with operations Director on 2 year external AFA Audit. | William Leonard | 1199 | Prev | N | | 06/13/2016 | 0800 | 06/20/2016 | 0800 | | | | | | | | | | | | | 40.00 | | | NOT Approved | This request is denied. The member is on Restricted Duty and the subject of a PSO Investigation, and therefore not eligible for leave. | Local 975 |
| 06/08/2016 | Association Business (ABL) | Relief and Outreach Meeting | No | Local 975 Meeting | Attend meeting and handle relief and outreach meeting and business. | Thomas Vocke | 1438 | na | N | | 06/16/2016 | 0830 | 06/16/2016 | 1230 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 06/07/2016 | Association Business (ABL) | PAC | Yes | Other Association Business **define in purpose of request | Monthly PAC Meeting | Matthew Cox | 1408 | PSO | N | | 06/14/2016 | 0930 | 06/07/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 06/06/2016 | Association Business (ABL) | IAFF 11th District Caucus | Yes | Local 975 Event | IAFF 11th District Caucus | Charles Crain IV | 1838 | Qnt-19 | B | | 06/11/2016 | 0800 | 06/11/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 06/06/2016 | Association Business (ABL) | Workers Comp Meeting | Yes | Local 975 Meeting | Workers Comp Meeting | Charles Crain IV | 1838 | Qnt-19 | B | | 06/08/2016 | 0800 | 06/08/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 06/06/2016 | Association Business (ABL) | Leave Policy | Yes | Local 975 Meeting | Leave Policy Arbitration | Lynn Eichler | 1411 | E23 | C | | 06/09/2016 | 0700 | 06/11/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/06/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | 11th Dist. IAFF Caucus meeting | Christine Jones | 1473 | E7 | C | | 06/11/2016 | 1200 | 06/14/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/06/2016 | Association Business (ABL) | Membership meeting | Yes | Local 975 Meeting | Membership meeting. | Mark Schultz | 841 | E-40 | C | | 06/14/2016 | 1200 | 06/14/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/09/2016 | Association Business (ABL) | | Yes | Dispute Resolution Proceedings | Leave policy grievance arbitration. | Christine Jones | 1473 | E7 | C | | 06/09/2016 | 0700 | 06/11/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 06/04/2016 | Association Business (ABL) | Union Meeting | No | Local 975 Meeting | Local 975 meeting at union hall | Greg Pope | 1486 | E17 | B | | 06/07/2016 | 1200 | 06/07/2016 | 1800 | 06/08/2016 | 0700 | 06/08/2016 | 1200 | | | | | | | | | 11.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/05/2016 | Association Business (ABL) | Local 975 meeting | Yes | Local 975 Meeting | Local 975 meeting at Union Hall. | Greg Pope | 1486 | E-17 | B | | 06/10/2016 | 1200 | 06/10/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 06/02/2016 | Association Business (ABL) | AFA EBoard meeting | Yes | Local 975 Meeting | June AFA EBoard meeting. | Geoff Mitchell | 1386 | E18 | C | | 06/06/2016 | 0700 | 06/06/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/02/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 06/06/2016 | 0800 | 06/06/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/02/2016 | Association Business (ABL) | Meeting | No | Local 975 Meeting | Meeting | Lynn Eichler | 1411 | E23 | C | | 06/14/2016 | 1200 | 06/14/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 06/01/2016 | Association Business (ABL) | AFROF | No | Local 975 Event | Relief Outreach meeting | ToddPurcell | 1074 | E11 | B | | 06/02/2016 | 1200 | 06/04/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 05/30/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | Attend LMI with command staff on morning of 5/31 @ 1030. | Geoff Mitchell | 1386 | E18 | C | | 05/31/2016 | 0900 | 05/31/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/28/2016 | Association Business (ABL) | LMI meeting | Yes | Other Association Business **define in purpose of request | May LMI meeting | Michael Duffee | 1298 | Eng04 | C | | 05/31/2016 | 09:30 | 06/02/2016 | 12:00 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 05/27/2016 | Association Business (ABL) | Meetings | Yes | Local 975 Meeting | E board meeting 6/6General membership meeting 6/14Pension Board meeting 6/21 | Christine Jones | 1473 | E7 | C | | 06/06/2016 | 0800 | 06/08/2016 | 1200 | 06/14/2016 | 1200 | 06/14/2016 | 1800 | 6/21/201 | 0800 | 06/23/2016 | 1200 | | | | | 14.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 05/26/2016 | Association Business (ABL) | Board Meeting | Yes | Local 975 Meeting | Monthly Board Meeting | Lynn Eichler | 1411 | E23 | C | | 06/06/2016 | 0700 | 06/08/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/26/2016 | Association Business (ABL) | COA Benefits review | No | Local 975 Meeting | Going on behalf of AFA to learn about changes to Employee benefits | Scott Walters | 1036 | Prev | N | | 05/27/2016 | 0945 | 05/27/2016 | 1200 | | | | | | | | | | | | | 2.25 | | | Approved | | Local 975 |
| 05/24/2016 | Association Business (ABL) | Relief and Outreach fund | No | Local 975 Event | Relief and Outreach Work | Thomas Vocke | 1438 | na | N | | 05/24/2016 | 1400 | 05/24/2016 | 1700 | 05/26/2016 | 1500 | 05/26/2016 | 1700 | | | | | | | | | 5.00 | | | Approved | | Local 975 |
| 05/18/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | E7 | C | | 05/31/2016 | 1000 | 06/02/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 05/18/2016 | Association Business (ABL) | Local 975 Meeting | Yes | Local 975 Meeting | Meeting at Union Hall. | Greg Pope | 1486 | E-17 | B | | 05/24/2016 | 0700 | 05/24/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 05/16/2016 | Association Business (ABL) | Relief outreach Meeting | Yes | Local 975 Meeting | Relief and Outreach meeting | TomVocke | 1438 | Well | N | | 05/18/2016 | 0900 | 05/18/2016 | 1100 | | | | | | | | | | | | | 2.00 | | | Approved | | Local 975 |
| 05/16/2016 | Association Business (ABL) | Relief Outreach Meeting | Yes | Local 975 Meeting | Relief & Outreach Meeting | Todd Purcell | 1074 | E11 | B | | 05/18/2016 | 900 | 05/20/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 05/13/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting | David Spidle | 1886 | E-66 | A | | 05/23/2016 | 0800 | 05/23/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5A A-Shift Commander Local 975 |
| 05/13/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Clint Brooks | 1767 | E-24 | B | | 05/23/2016 | 1200 | 05/23/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 05/13/2016 | Association Business (ABL) | | No | Local 975 Meeting | To Represent a FF at HQ | Christine Jones | 1473 | E07 | C | | 05/16/2016 | 0700 | 05/18/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 05/12/2016 | Association Business (ABL) | TRC | Yes | Local 975 Meeting | TRC | Stephen Windsor | 2178 | Q40 | B | | 05/24/2016 | 0800 | 05/26/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 05/12/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Trustee audit. | Mark Schultz | 841 | E-40 | C | | 05/19/2016 | 0800 | 05/19/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/12/2016 | Association Business (ABL) | Trsutee Audit | Yes | Local 975 Meeting | Truatee Audit | Scott Walters | 1036 | Prev | N | | 05/19/2016 | 0830 | 05/19/2016 | 1030 | | | | | | | | | | | | | 2.00 | | | Approved | | Local 975 |
| 05/11/2016 | Association Business (ABL) | COA Health Benefits Comm | No | Local 975 Meeting | COA Retiree Health Benefits plan changes update. | Scott Walters | 1036 | Prev | N | | 05/20/2016 | 0900 | 05/20/2016 | 1300 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 05/09/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Pension Meeting | Richard Meyers | 1105 | E44 | C | | 05/10/2016 | 0730 | 05/12/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 05/09/2016 | Association Business (ABL) | Pension Com Meeting | Yes | Local 975 Meeting | Pension Meeting | Rhonda Harms | 1955 | E44 | C | | 05/10/2016 | 0730 | 05/12/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 05/09/2016 | Association Business (ABL) | Penison Comm Meeting | Yes | Local 975 Meeting | Pension Comm Meeting | Micahel Duffee | 1298 | E4 | C | | 05/10/2016 | 0730 | 05/12/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 1C C-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 05/07/2016 | Association Business (ABL) | E board meeting at Union Hall | Yes | Local 975 Meeting | The time I am requesting on 5/11/16 is for a meeting at Union Hall for Secretary/Treasurer duties. The ABL I put in for on 5/5/16 I did not use do to the fact I was going to miss a training class (Active Shooter). This request is to replace that time. The time that I am requesting on 5/12/16 is to represent Eddie Hernandez at a disciplinary meeting at the PSO. Thank you | Greg Pope | 1486 | E-17 | B | | 05/11/2016 | 1200 | 05/11/2016 | 1800 | 05/12/2016 | 0900 | 05/12/2016 | 1200 | | | | | | | | | 9.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 05/06/2016 | Association Business (ABL) | Union Meeting | Yes | Local 975 Meeting | Attend monthly AFA committee meeting. | Geoff Mitchell | 1386 | Eng18 | C | | 05/10/2016 | 0800 | 05/10/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 05/06/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | AFA PAC Board Meeting | Damian McKeon | 1479 | reventic | N | | 05/10/2016 | 0900 | 05/10/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 05/03/2016 | Association Business (ABL) | Pension board meeting | Yes | Other Association Business **define in purpose of request | I am the chair of the AFA Pension Committee. I would like to attend the Pension board meeting. | Christine Jones | 1473 | E7 | C | | 05/10/2016 | 0730 | 05/12/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 05/02/2016 | Association Business (ABL) | APA PAC | Yes | Other Association Business **define in purpose of request | Monthly PAC meeting | Matt Cox | 1408 | PSO | N | | 05/10/2016 | 0930 | 05/10/2016 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Local 975 |
| 05/02/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E board meeting | Greg Pope | 1486 | E-17 | B | | 05/05/2016 | 1200 | 05/05/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 04/30/2016 | Association Business (ABL) | Quarterly PRC meeting | Yes | Other Association Business **define in purpose of request | Attend the quarterly Policy Review Committee meeting. | Geoff Mitchell | 1386 | E18 | C | | 05/09/2016 | 1200 | 05/09/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/28/2016 | Association Business (ABL) | Monthly Eboard Meeting | Yes | Local 975 Meeting | Monthly AFA Eboard Meeting | Mark Harris | 1303 | QNT 3 | A | | 05/02/2016 | 0800 | 05/04/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 04/27/2016 | Association Business (ABL) | | Yes | Local 975 Event | AFD Retirement Party | Billy West | 915 | Eng44 | A | | 05/02/2016 | 0900 | 05/04/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 04/27/2016 | Association Business (ABL) | Retirement Party | Yes | Local 975 Event | AFD Retirement Party. BBQ Cooking | David Bethke | 1150 | E25 | A | | 05/02/2016 | 0900 | 05/04/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 2A A-Shift Commander Local 975 |
| 05/02/2016 | Association Business (ABL) | E Board meeting | Yes | Local 975 Meeting | Monthly E board meeting | Greg Pope | 14 | E-17 | B | | 05/02/2016 | 1200 | 05/02/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 04/22/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | ERC Meeting | David Girouard | 1352 | BC | C | | 04/28/2016 | 0630 | 04/30/2016 | 1030 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/22/2016 | Association Business (ABL) | ERC Meeting | Yes | Local 975 Event | ERC Meeting | Tom Vocke | 1438 | Wellnes | N | | 04/28/2016 | 0600 | 04/28/2016 | 1000 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 04/22/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Mark Schultz | 841 | E-40 | C | | 04/27/2016 | 1200 | 04/27/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/22/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Geoff Mitchell | 1386 | E-18 | C | | 04/27/2016 | 1200 | 04/27/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/22/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Clint Brooks | 1767 | E-24 | B | | 04/27/2016 | 0800 | 04/27/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 04/22/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Carrie Stewart | 1638 | Training | N | | 04/27/2016 | 0800 | 04/27/2016 | 1600 | | | | | | | | | | | | | 8.00 | | | Approved | | Ed Services Local 975 |
| 04/20/2016 | Association Business (ABL) | TRustee Audit | Yes | Local 975 Meeting | Trustee audit | Lynn Eichler | 1411 | E23 | C | | 04/22/2016 | 0800 | 04/24/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | Previous request was not used. This is a new date/time | Batt 3C C-Shift Commander Local 975 |
| 04/20/2016 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Meeting | Trustee audit | Aaron Brooks | 1671 | Disp | N | | 04/22/2016 | 0800 | 04/22/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 04/17/2016 | Association Business (ABL) | Fire Ground Survival Train-the-Trainer | No | Other Association Business **define in purpose of request | I have been requested to lead an IAFF Fire Ground Survival Course. President Nicks is aware and has approved this request. | Kevin Kalmus | 1543 | res20 | B | | 04/23/2016 | 1200 | 04/29/2016 | 1200 | | | | | | | | | | | | | 48.00 | | | Approved | | Batt 6B B-Shift Commander Special Operations Local 975 |
| 04/17/2016 | Association Business (ABL) | | Yes | Local 975 Event | Honor Guard Presentation | Ruben Menchaca | 2157 | E30 | B | | 04/21/2016 | 0700 | 04/23/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3B B-Shift Commander Local 975 |
| 04/17/2016 | Association Business (ABL) | Honor Guard Hilton Event | Yes | Local 975 Event | Honor Guard Event | Frank Luu | 2154 | E6 | B | | 04/21/2016 | 0700 | 04/23/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 04/13/2016 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Monthly Trustee Audit | Aaron Brooks | 1671 | Disp | N | | 04/18/2016 | 0700 | 04/18/2016 | 1100 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 04/11/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | I have been requested by 3 members of Station 24 A shift to be in attendance at HQ on Thursday (4-14). The three members are signing their witness statements and would like a union representative to attend for clarification purposes. The witnesses' statements have some items that need to be addressed and they feel they need someone there who can walk them through the process. | Greg Pope | 1486 | E-17 | A | | 04/14/2016 | 1200 | 04/14/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 04/10/2016 | Association Business (ABL) | General membership meeting | Yes | Local 975 Meeting | Attend general membership meeting | Michael Duffee | 1298 | Eng 04 | C | | 04/12/2016 | 12:00 | 04/12/2016 | 16:30 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 04/08/2016 | Association Business (ABL) | AFD Retirement Party Emcee | Yes | Other Association Business **define in purpose of request | AFD Retirement Party | Brandon Jennings | 1539 | Invest | N | | 05/03/2016 | 1600 | 05/04/2016 | 0800 | | | | | | | | | | | | | 16.00 | | | Approved | | Local 975 |
| 04/07/2016 | Association Business (ABL) | General Membership meeting | Yes | Local 975 Meeting | April general membership meeting | Geoff Mitchell | 1386 | E18 | C | | 04/12/2016 | 1200 | 04/12/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/07/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Carrie Stewart | 1638 | Training | N | | 04/15/2016 | 0800 | 04/15/2016 | 1600 | | | | | | | | | | | | | 8.00 | | | Approved | | Ed Services Local 975 |
| 04/07/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Mark Schultz | 841 | E-40 | C | | 04/15/2016 | 1200 | 04/15/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/07/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Clint Brooks | 1767 | E-24 | B | | 04/15/2016 | 0800 | 04/15/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 04/07/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Constitution & Bylaws committee meeting. | Goeffrey Mitchell | 1386 | E-18 | C | | 04/15/2016 | 1200 | 04/15/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 04/07/2016 | Association Business (ABL) | PAC | Yes | Local 975 Meeting | Monthly PAC meeting | Matt Cox | 1408 | PSO | N | | 04/12/2016 | 0930 | 04/12/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 04/05/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly Gen Meeting | Lynn Eichler | 1411 | E3 | C | | 04/12/2016 | 1200 | 04/12/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/31/2016 | Association Business (ABL) | Appeals Committee Meeting | Yes | Other Association Business **define in purpose of request | AFA representative to committee discussing appeals of promotional exam questions at LRC. | Geoff Mitchell | 1386 | E18 | C | | 04/07/2016 | 0800 | 04/07/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/30/2016 | Association Business (ABL) | General membership meeting | Yes | Local 975 Meeting | To attend general membership meeeting | Scott Walters | 1036 | reventic | N | | 04/12/2016 | 1230 | 04/12/2016 | 1600 | | | | | | | | | | | | | 3.50 | | | Approved | | Local 975 |
| 03/29/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | EMS Employee Medical Dire Meeting | David Leonard | 1199 | Q03 | B | | 04/06/2016 | 0800 | 04/08/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 03/28/2016 | Association Business (ABL) | Committee to discuss exam appeal criteria | Yes | Other Association Business **define in purpose of request | I am on the committee as a AFA representative, this is to review the promotional exam protest criteria. | Michael Duffee | 1298 | Eng 4 | C | | 04/07/2016 | 09:00 | 04/09/2016 | 12:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/27/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Requesting leave to represent members during PSO meeting. Members are requesting an E Board member to stand by while they are giving witness statements. I will not be in the meeting with them unless they wish me to be present. | Greg Pope | 1486 | E-17 | B | | 03/30/2016 | 1200 | 03/30/2016 | 1700 | | | | | | | | | | | | | 5.00 | | | Approved | I'm approving the request, but as a general rule, witnesses are not entitled to union representation, so I don't know if it will be necessary. | Batt 4B B-Shift Commander Local 975 |
| 03/26/2016 | Association Business (ABL) | General membership meeting | Yes | Local 975 Meeting | General membership meeting | Christine Jones | 1473 | E7 | C | | 04/12/2016 | 1200 | 04/12/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5C Local 975 |
| 03/25/2016 | Association Business (ABL) | C&B committee work | Yes | Local 975 Meeting | Work on proposed changes to AFA constitution. | Geoff Mitchell | 1386 | Eng03 | C | | 03/28/2016 | 1200 | 03/28/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1C C-Shift Commander Local 975 |
| 03/22/2016 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | E-board Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 03/28/2016 | 0730 | 03/28/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 03/22/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI | Christine Jones | 1473 | E7 | C | | 03/29/2016 | 1000 | 03/31/2016 | 1200 | | | | | | | | | | | | | 2.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 03/22/2016 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | E7 | C | | 04/04/2016 | 0800 | 04/06/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 03/20/2016 | Association Business (ABL) | E Board meeting | Yes | Local 975 Meeting | E Board Meeting | Greg Pope | 1486 | E-17 | B | | 03/28/2016 | 0700 | 03/28/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |

| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 03/20/2016 | Association Business (ABL) | San Jacinto Night | Yes | Other Association Business **define in purpose of request | Requesting leave to be able to attend San Jacinto Night to represent Local 975. Local 975 has purchased two tables to host City Council, community leaders and their guests. I will be acting in a liaison capacity. | Greg Pope | 1486 | E-17 | B | | 04/02/2016 | 1200 | 04/03/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 03/21/2016 | Association Business (ABL) | IAFF Conference | No | Other Association Business **define in purpose of request | IAFF Conference in Washington DC | Douglas Randy Denzer | 1461 | ARF | N | | 04/04/2016 | 0700 | 04/06/2016 | 1100 | | | | | | | | | | | | | 24.00 | | | Approved | | ARFF Special Operations Local 975 |
| 03/19/2016 | Association Business (ABL) | LMI | No | Other Association Business **define in purpose of request | LMI | Lynn Eichler | 1411 | E23 | C | | 03/29/2016 | 0900 | 03/29/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/16/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI with command staff. | Geoff Mitchell | 1386 | E18 | C | | 03/29/2016 | 0900 | 03/29/2016 | 1200 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/12/2016 | Association Business (ABL) | San Jancinto Night | Yes | Other Association Business **define in purpose of request | Donate time and photo booth for AFD award ceremony and San Jacinto Night event. | Pete Constantine | 1458 | L-36 | | | 04/02/2016 | 1200 | 04/03/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 4A A-Shift Commander Local 975 |
| 03/08/2016 | Association Business (ABL) | | Yes | Local 975 Conference | Request leave to attend conference in New Braunfels on March 18th. | Greg Pope | 1486 | E-17 | | | 03/18/2016 | 1200 | 03/18/2016 | 2100 | | | | | | | | | | | | | 9.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 03/06/2016 | Association Business (ABL) | Union meeting | Yes | Local 975 Meeting | Union meeting. | Geoff Mitchell | 1386 | E18 | C | | 03/08/2016 | 0930 | 03/08/2016 | 1200 | | | | | | | | | | | | | 2.50 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/07/2016 | Association Business (ABL) | Local 975 PAC | Yes | Other Association Business **define in purpose of request | PAC. Sorry for the late request as I had forgotten about this new form. Also, Chief Woolverton is out this week. | Matt Cox | 1408 | PSO | N | | 03/08/2016 | 0930 | 03/08/2016 | 1230 | | | | | | | | | | | | | 3.00 | | | Approved | | Local 975 |
| 03/07/2016 | Association Business (ABL) | Gen Meeting | Yes | Local 975 Meeting | Meeting on Tuesday from 1000-1200 | Damian Mckeon | 1479 | Prev | N | | 03/08/2016 | 0930 | 03/08/2016 | 1430 | | | | | | | | | | | | | 4.00 | | | Approved | | Local 975 |
| 03/07/2016 | Association Business (ABL) | Gwen Meeting | Yes | Local 975 Meeting | Gen Meeting | Mark Harris | 1303 | Q03 | A | | 03/08/2016 | 1200 | 03/08/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 03/04/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Union Audit | Lynn Eichler | 1411 | E23 | C | | 03/11/2016 | 0800 | 03/11/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 03/04/2016 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Union Audit | Brad Landi | 1339 | E21 | C | | 03/11/2016 | 0800 | 03/11/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 03/04/2016 | Association Business (ABL) | Pension Comm Meeting | Yes | Local 975 Meeting | pENSION mEETING | Vanessa Schaffer | 2313 | Q17 | C | | 03/08/2016 | 0730 | 03/10/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 4C C-Shift Commander Local 975 |
| 03/04/2016 | Association Business (ABL) | Pension Committee Meeting | Yes | Local 975 Meeting | AFA Pension Comm meeting | Cliff Alexander | 1669 | E33 | B | | 03/22/2016 | 0730 | 03/24/2016 | 1200 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 03/01/2016 | Association Business (ABL) | 975 Meeting at Union Hall | Yes | Local 975 Meeting | I request leave for a 975 meeting that is being held at Union Hall. Meeting starts at 0900. | Greg Pope | 1486 | E-17 | B | | 03/07/2016 | 0800 | 03/07/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/29/2016 | Association Business (ABL) | Pension Comm Meeting | Yes | Local 975 Meeting | Pension Comm Meeting | Cliff Alexander | 1669 | E33 | B | | 03/01/2016 | 0700 | 03/03/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 02/28/2016 | Association Business (ABL) | Trustee audit of financials | Yes | Other Association Business **define in purpose of request | monthly Audit | Michael Duffee | 1298 | Eng 44 | c | | 03/02/2016 | 07:300 | 03/04/2016 | 12:00 | | | | | | | | | | | | | 4.50 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 02/25/2016 | Association Business (ABL) | Monthly trustee audit | Yes | Local 975 Meeting | Monthly trustee audit | Christine Jones | 1473 | E7 | C | | 03/02/2016 | 0700 | 03/02/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 03/02/2016 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Event | Monthly Trustee Audit | Brad Landi | 1339 | E21 | C | | 03/02/2016 | 0800 | 03/04/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 02/22/2016 | Association Business (ABL) | Board meeting | No | Local 975 Meeting | Board meeting. I think I sent a request in for this, but can not find it. thanks Chief | Lynn Eichler | 1411 | E23 | C | | 02/24/2016 | 1200 | 02/24/2016 | 1600 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/22/2016 | Association Business (ABL) | WC Meeting | No | Local 975 Meeting | Workers Comp meeting | Lynn Eichler | 1411 | E23 | C | | 03/02/2016 | 0700 | 03/04/2016 | 1200 | | | | | | | | | | | | | 5.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/20/2016 | Association Business (ABL) | E-Board Meeting | Yes | Local 975 Meeting | E-Board meeting, general union bussiness | Michael Duffee | 1298 | eng44 | c | | 02/24/2016 | 12:00 | 02/24/2016 | 15:00 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 02/20/2016 | Association Business (ABL) | E Board meeting | Yes | Local 975 Meeting | E Board meeting. | Greg Pope | 1486 | E-17 | B | | 02/24/2016 | 0800 | 02/24/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/19/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting | Mark Schultz | 841 | E-40 | C | | 02/24/2016 | 1200 | 02/24/2016 | 1500 | | | | | | | | | | | | | 3.00 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 02/18/2016 | Association Business (ABL) | | Yes | Local 975 Event | Austin Firefighters Relief Outreach Fund Tournament | Dean Murphy | 1482 | Q15 | B | | 06/25/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 02/18/2016 | Association Business (ABL) | AFROF | Yes | Local 975 Event | Austin Firefighters Relief Outreach Fund Tournament | Randy Balough | 1402 | Q03 | B | | 06/25/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 24.00 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 02/16/2016 | Association Business (ABL) | Special E-board Meeting | Yes | Local 975 Event | Special E-board Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 02/24/2016 | 0700 | 02/24/2016 | 1200 | | | | | | | | | | | | | 5 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 02/15/2016 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | E7 | C | | 02/24/2016 | 1200 | 02/24/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 02/15/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Attending Relief and Outreach meeting held on that date. | Daryl Burns | 2054 | E-17 | B | | 02/18/2016 | 0800 | 02/18/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/14/2016 | Association Business (ABL) | | No | Local 975 Meeting | Local 975 meeting to prepare for March financial audit. Every two years 975 voluntarily goes through an audit. The third party firm inhabits our union hall for two weeks rifling through our financials. The upcoming time off will be to prepare for such an audit. | Greg Pope | 1486 | E-17 | B | | 02/17/2016 | 1200 | 02/18/2016 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/12/2016 | Association Business (ABL) | Pension board meeting | Yes | Local 975 Event | Pension board meeting | Christine Jones | 1473 | E7 | C | | 02/16/2016 | 0800 | 02/18/2016 | 1200 | | | | | | | | | | | | | 4.00 | | | Approved | Approved | Batt 5C C-Shift Commander Local 975 |
| 02/12/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Meeting | Rhonda Harms | 1955 | 44 | C | | 02/16/2016 | 0800 | 02/18/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 2C C-Shift Commander Local 975 |
| 02/12/2016 | Association Business (ABL) | Local 975Meeting | Yes | Local 975 Meeting | Meeting | Richard Meyers | 1105 | 44 | C | | 02/16/2016 | 800 | 02/18/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 2C C-Shift Commander Local 975 |
| 02/11/2016 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Local 975 Meeting | Mike Duffee | 1298 | E44 | C | | 02/15/2016 | 1200 | 02/15/2016 | 1600 | | | | | | | | | | | | | 4 | | | Approved | Approved. | Batt 2C C-Shift Commander Local 975 |
| 02/11/2016 | Association Business (ABL) | Local 975Meeting | Yes | Local 975 Meeting | Local 975Meeting | Rhonda Harms | 1955 | E44 | C | | 02/15/2016 | 1200 | 02/15/2016 | 1600 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 2C C-Shift Commander Local 975 |
| 02/09/2016 | Association Business (ABL) | Union committee meeting | Yes | Local 975 Meeting | Union committee meeting | Christine Jones | 1473 | E7 | C | | 02/15/2016 | 1200 | 02/15/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | Approved | Batt 5C C-Shift Commander Local 975 |
| 02/08/2016 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Union representationMember and I will be meeting that morning before going to meet with Chief Cox. | Greg Pope | 1486 | E-17 | B | | 02/12/2016 | 0800 | 02/12/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 02/04/2016 | Association Business (ABL) | February general membership meeting | Yes | Local 975 Meeting | General membership meeting. | Michael Duffee | 1298 | Eng 44 | c | | 02/09/2016 | 12:00 | 02/09/2016 | 16:00 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 2C C-Shift Commander Local 975 |
| 02/05/2016 | Association Business (ABL) | E-Board meeting | Yes | Local 975 Meeting | Special E board meeting to accept IAFF convention delegate nominees and to discuss AFA policies | Scott Walters | 1036 | Prev | N/A | | 02/24/2016 | 0800 | 02/24/2016 | 1300 | | | | | | | | | | | | | 5 | | | Approved | Approved | Local 975 |
| 02/03/2016 | Association Business (ABL) | | No | Local 975 Meeting | Monthly Meeting | Lynn Eichler | 1411 | E23C | C | | 02/09/2016 | 1200 | 02/09/2016 | 1600 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 3C C-Shift Commander Local 975 |
| 02/03/2016 | Association Business (ABL) | Union meeting | Yes | Local 975 Meeting | General membership meeting | Christine Jones | 1473 | E7 | C | | 02/09/2016 | 1200 | 02/09/2016 | 1800 | | | | | | | | | | | | | 6.00 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 02/02/2016 | Association Business (ABL) | General membership meeting | Yes | Local 975 Meeting | Local 975 General membership meeting | Scott Walters | 1036 | Prev | N/A | | 02/09/2016 | 1300 | 02/09/2016 | 1600 | | | | | | | | | | | | | 3 | | | Approved | | Local 975 |
| 02/01/2016 | Association Business (ABL) | 975 membership meeting | Yes | Local 975 Meeting | February general membership meeting for 975. | Geoff Mitchell | 1386 | E18 | C | | 02/09/2016 | 1200 | 02/09/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/31/2016 | Association Business (ABL) | EBoard meeting | Yes | Local 975 Meeting | EBoard meeting. Chief said to ask for ABL, but if it's too late I can take vacation. I know I should have turned this in last shift. | Geoff Mitchell | 1386 | E18 | C | | 02/01/2016 | 0800 | 02/01/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | Approved | Batt 3C C-Shift Commander Local 975 |
| 01/27/2016 | Association Business (ABL) | Worker Comp Meeting | Yes | Local 975 Meeting | To attend a WC committee meeting | Lisa Watts-Madolora | 1746 | reventic | NA | | 02/03/2016 | 0830 | 02/03/2016 | 1200 | | | | | | | | | | | | | 3.5 hrs | | | Approved | Approved | Local 975 |
| 01/26/2016 | Association Business (ABL) | Worker Comp Meeting | Yes | Other Association Business **define in purpose of request | Worker Comp Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 02/03/2016 | 0800 | 02/03/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 01/26/2016 | Association Business (ABL) | AFROF Fishing Fund Raiser | Yes | Local 975 Event | Largest fund raiser for Austin Firefighters Relief and Outreach Fund. | Todd Purcell | 1074 | Eng11 | B | | 06/22/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 48 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/26/2016 | Association Business (ABL) | AFROF Fishing Fund Raiser | Yes | Local 975 Event | Largest Fund Raiser for Austin Firefighters Relief & Outreach Fund | Wesley Wright | 724 | E 37 | B | | 06/25/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/26/2016 | Association Business (ABL) | AFROF Fishing Fund Raiser | Yes | Local 975 Event | Austin Firefighters Relief & Outreach Fund Raiser | Don Bissel | 1092 | E 11 | B | | 06/25/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/26/2016 | Association Business (ABL) | AFROF Fishing Fund Raiser | Yes | Local 975 Event | Austin Firefighters Relief & Outreach Fundraiser | Randal Heiser | 1961 | E 11 | B | | 06/25/2016 | 1200 | 06/28/2016 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/25/2016 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | E board meeting | Christine Jones | 1473 | E7 | C | | 02/01/2016 | 0800 | 02/03/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 01/24/2016 | Association Business (ABL) | Local 975 meeting | No | Local 975 Meeting | Meeting at Union hall for secretary/treasurer duties. Audit preparation. | Greg Pope | 1486 | E-17 | B | | 01/28/2016 | 0800 | 01/28/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/24/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board meeting. | Mark Schultz | 841 | E-40 | C | | 02/01/2016 | 0800 | 02/01/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/21/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | Trustee audit. | Mark Schultz | 841 | E-40 | C | | 01/29/2016 | 0800 | 01/29/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/19/2016 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI at AFD HQ. Spoke with Chief Tanzola | Christine Jones | 1473 | E5 | C | | 01/19/2016 | 1200 | 01/19/2016 | 1400 | | | | | | | | | | | | | 2 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 01/16/2016 | Association Business (ABL) | Battle of the Badges | Yes | Other Association Business **define in purpose of request | Battle of the Badges Boxing Charity Event for Partnerships for Children. Boxing in the Charity Event. | Richard Smith | 1993 | Engine 8 | C | | 01/22/2016 | 1200 | 01/25/2016 | 1200 | | | | | | | | | | | | | 24 | | | NOT Approved | | Local 975 |
| 01/16/2016 | Association Business (ABL) | Battle of the Badges | Yes | Other Association Business **define in purpose of request | Battle of the Badges charity event for Partnerships of Children. Boxing in the Charity Event | Eduardo Hernandez | 2063 | E 17 | C | | 01/22/2016 | 1200 | 01/25/2016 | 1200 | | | | | | | | | | | | | 24 | | | NOT Approved | | Local 975 |
| 01/16/2016 | Association Business (ABL) | Battle of the Badges | Yes | Other Association Business **define in purpose of request | Battle of the Badges charity event for Partnership for Children's Charities. Boxing in the charity event. | Vanessa Schaefer | 2313 | Q17 | C | | 01/22/2016 | 1200 | 01/25/2016 | 1200 | | | | | | | | | | | | | 24 | | | NOT Approved | | Local 975 |
| 01/16/2016 | Association Business (ABL) | Battle of the Badges | Yes | Other Association Business **define in purpose of request | Battle of the Badges Boxing Charity event benefitting Partnerships for Children. I am boxing in the charity event | Amanda Bennett | 2088 | E23 | C | | 01/22/2016 | 1200 | 01/25/2016 | 1200 | | | | | | | | | | | | | 24 | | | NOT Approved | | Local 975 |
| 01/14/2016 | Association Business (ABL) | LMI/HPOC meetings | Yes | Local 975 Meeting | Leave is requested so I can attend LMI on 1/19.I am also requesting leave for 1/21 for the HPOC meeting. Thanks you | Greg Pope | 1486 | E-17 | b | | 01/19/2016 | 0800 | 01/19/2016 | 1200 | 01/21/2016 | 1200 | 01/21/2016 | 1700 | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 01/14/2016 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI | Charles "Wade" Crain | 1838 | Q-19 | B | | 01/19/2016 | 0900 | 01/19/2016 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 01/14/2016 | Association Business (ABL) | Board meeting | No | Local 975 Meeting | Board Meeting | Lynn Eichler | 1411 | E23 | C | | 02/01/2016 | 0800 | 02/01/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/13/2016 | Association Business (ABL) | | Yes | Local 975 Meeting | E-Board Meeting. | Mark Schultz | 841 | E-40 | C | | 02/01/2016 | 0800 | 02/01/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/12/2016 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI meeting. | Mike Duffee | 1298 | Eng 44 | c | | 01/19/2016 | 12:00 | 01/19/2016 | 14:00 | | | | | | | | | | | | | 2 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 01/12/2016 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI meeting at AFD HQ | Lynn Eichler | 1411 | E23 | C | | 01/19/2016 | 1200 | 01/19/2016 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 01/12/2016 | Association Business (ABL) | Workers Comp Meeting | Yes | Local 975 Meeting | Workers Comp Monthly Meeting | Mark Harris | 1303 | Q03 | A | | 01/12/2016 | 0800 | 01/14/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 01/04/2016 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | Monthly General Membership Meeting | Greg Pope | 1486 | E-17 | B | | 01/12/2016 | 1200 | 01/04/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 12/31/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly E Board meeting. | Greg Pope | 1486 | E-17 | B | | 01/04/2016 | 0700 | 01/06/2016 | 1200 | | | | | | | | | | | | | 5 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 12/30/2015 | Association Business (ABL) | Benevolent Fund meeting | Yes | Local 975 Meeting | Benevolent Fund meeting. | Russ Howard | 2014 | R-14 | C | | 01/05/2016 | 0900 | 01/05/2016 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 6C C-Shift Commander Local 975 |
| 12/30/2015 | Association Business (ABL) | Benevolent Fund meeting. | Yes | Local 975 Meeting | Benevolent Fund meeting. | Scott Walters | 1036 | Preventic | N | | 01/05/2016 | 0900 | 01/05/2016 | 1300 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 12/30/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | To attend the E-Board meeting on the 4th.To attend a Benevolent Fund meeting on the 5th. | Mark Schultz | 841 | E-40 | C | | 01/04/2016 | 1200 | 01/04/2016 | 1700 | 01/05/2016 | 0900 | 01/05/2016 | 1200 | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/30/2015 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | Union E-board Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 01/04/2016 | 0800 | 01/04/2016 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 12/30/2015 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | Union Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 01/12/2016 | 1200 | 01/12/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 12/29/2015 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | Benevolent Fund Meeting | Scott Walters | 1036 | Preventic | N/A | | 01/05/2016 | 0930 | 01/05/2016 | 1300 | | | | | | | | | | | | | 3.5 | | | Approved | | Local 975 |
| 12/29/2015 | Association Business (ABL) | Eboard Meeting | Yes | Local 975 Meeting | E Board Meeting | Lynn Eichler | 1411 | E23 | C | | 01/04/2016 | 1200 | 01/04/2016 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/26/2015 | Association Business (ABL) | Union Hall Hep | Yes | Other Association Business **define in purpose of request | Helping with some issues at Union Hall. Oscar and Xochti | Oscar Granados | 1953 | Q03 | B | | 12/28/2015 | 1200 | 12/28/2015 | 2000 | | | | | | | | | | | | | 8 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 12/26/2015 | Association Business (ABL) | Union Help | Yes | Other Association Business **define in purpose of request | Helping out at Union Hall with some issues | Mriamm Hernandez | 1697 | E 03 | B | | 12/28/2015 | 1200 | 12/28/2015 | 2000 | | | | | | | | | | | | | 8 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 12/20/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Union E board meeting | Christine Jones | 1473 | E7 | C | | 01/04/2016 | 1200 | 01/04/2016 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 12/17/2015 | Association Business (ABL) | General Membership meeting | Yes | Local 975 Meeting | General Membership Meeting | Scott Walters | 1036 | Prev. | N/A | | 01/12/2016 | 1300 | 01/12/2016 | 1600 | | | | | | | | | | | | | 3 | | | Approved | | Local 975 |
| 12/17/2015 | Association Business (ABL) | Fire Station Phase 5 Update | Yes | Local 975 Meeting | Fire station Phase 5 update | ChristineJones | 1473 | E5 | C | | 12/21/2015 | 0900 | 10/23/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 12/17/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Station Phase 5 Update | Bara Scotti | 1554 | E16 | C | | 12/21/2015 | 0900 | 12/23/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/17/2015 | Association Business (ABL) | Phase 5 Update | Yes | Local 975 Meeting | Meeting to get an update on Phase 5 Construction | Mike Duffee | 1298 | E44 | C | | 12/21/2015 | 0900 | 12/23/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/14/2015 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Station visits | Christine Jones | 1473 | E7 | C | | 12/17/2015 | 1200 | 12/17/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 12/14/2015 | Association Business (ABL) | Monthly Trustee Audit | Yes | Local 975 Meeting | Trustee Audit | Geoff Mitchell | 1386 | E18 | C | | 12/21/2015 | 0800 | 12/23/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/14/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Trustee audit | Aaron Brroks | 1671 | Disp | N | | 12/14/2015 | 0800 | 12/14/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 12/14/2015 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI tomorrow at AFD HQ | Michael Duffee | 1298 | E44 | C | | 12/15/2015 | 0900 | 12/17/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/09/2015 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Meeting | Monthly Trustee Audit | Brad Landi | 1339 | E21 | C | | 12/18/2015 | 0800 | 12/20/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/09/2015 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Meeting | Monthly Trustee Audit | MichaelDuffee | 1298 | E44 | C | | 12/18/2015 | 0800 | 12/20/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 12/09/2015 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI Meeting at HQ | Lynn Eichler | 1411 | E23 | C | | 12/15/2015 | 0900 | 12/17/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/07/2015 | Association Business (ABL) | | No | Local 975 Meeting | Meeting w/ Chief Woolverton regarding WC for Lt. Burke | Lynn Eichler | 1411 | E23 | C | | 12/02/2015 | 0800 | 12/04/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/06/2015 | Association Business (ABL) | 975 Meeting | Yes | Local 975 Meeting | Gen Meeting on 12/08LMI on 12/15 (I think) | Geoff Mitchell | 1386 | E18 | C | | 12/08/2015 | 1200 | 12/08/2015 | 1700 | 12/15/2015 | 0900 | 12/18/2015 | 1200 | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/03/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly Meeting | Scott Walters | 1036 | Prev | N | | 12/08/2015 | 1200 | 12/08/2015 | 1600 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 12/02/2015 | Association Business (ABL) | Workers Comp Meeting | Yes | Local 975 Meeting | Workers Comp Meeting | Lynn Eichler | 1411 | E23 | C | | 12/08/2015 | 1200 | 12/08/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 12/01/2015 | Association Business (ABL) | | Yes | Local 975 Meeting | Monthly Meeting | Matt Cox | 1408 | PSO | N | | 12/08/2015 | 0900 | 12/08/2015 | 1300 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 12/01/2015 | Association Business (ABL) | PAC Meeting | Yes | Local 975 Meeting | Monthly Meeting | Damian McKeon | 1479 | Prev | N | | 12/08/2015 | 0900 | 12/08/2015 | 1300 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 11/30/2015 | Association Business (ABL) | Workers Comp Board Meeting | Yes | Local 975 Meeting | Workers comp board meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 12/08/2015 | 0800 | 12/08/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 11/26/2015 | Association Business (ABL) | E-Board meeting, monthly | Yes | Local 975 Meeting | E-Board monthly meeting. | Michael Duffee | 1298 | Eng44 | c | | 11/30/2015 | 8:00 | 11/02/2015 | 12:00 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 11/18/2015 | Association Business (ABL) | Election Comm Meeting | Yes | Local 975 Event | Election Comm Meeting for Trustee Position Election Database Verification | Ed Hanna | 1849 | E24 | B | | 11/13/2015 | 1200 | 11/13/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 11/13/2015 | Association Business (ABL) | Voting Audit | Yes | Local 975 Meeting | Verify Users for upcoming vote | Edward Hanna | 1849 | E24 | B | | 11/16/2015 | 1200 | 11/16/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 5B B-Shift Commander Local 975 |
| 11/13/2015 | Association Business (ABL) | Election Comm | Yes | Local 975 Meeting | Verify Voter record for upcoming vote | Charles Crain | 1838 | Q19 | B | | 11/16/2015 | 1200 | 11/16/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 11/12/2015 | Association Business (ABL) | Gen Meeting | Yes | Local 975 Meeting | Gen meeting on 12/08 | Lynn Eichler | 1411 | E23 | C | | 12/08/2015 | 1200 | 12/08/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |

COA867u

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/12/2015 | Association Business (ABL) | Eboard meeting/General Meeting | Yes | Local 975 Meeting | EBoard Meeting on Nov 30General Meeting on Dec 12/08 | ChristineJones | 1473 | E07 | C | | 11/30/2015 | 800 | 12/02/2015 | 1200 | 12/08/2015 | 1200 | 12/08/2015 | 1700 | | | | | | | | | 4 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/11/2015 | Association Business (ABL) | AFA Budget Workshop | Yes | Local 975 Event | 2016 AFA Budget Workshop | Aaron Brooks | 1671 | Dispatch | N | | 11/18/2015 | 0800 | 11/18/2015 | 1700 | | | | | | | | | | | | | 9 | | | Approved | | Local 975 |
| 11/10/2015 | Association Business (ABL) | Cadet Graduation | Yes | Other Association Business **define in purpose of request | Cadet Graduation | Charles "Wade" Crain | 1838 | Q-19 | B | | 11/13/2015 | 1200 | 11/13/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 11/11/2015 | Association Business (ABL) | WC Meeting | Yes | Local 975 Meeting | Workers Comp Meeting | Mark Harris | 1303 | QNT03 | A | | 11/10/2015 | 0800 | 11/12/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 11/04/2015 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Distribute information about Local 975 and AFA member-driven programs to the latest cadet class. | Geoff Mitchell | 1386 | E18 | C | | 11/09/2015 | 1000 | 11/09/2015 | 1200 | | | | | | | | | | | | | 2 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | Budget Workshop | Yes | Local 975 Meeting | Budget Workshop | Christine Jones | 1473 | E07 | C | | 11/18/2015 | 0800 | 11/20/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | meeting | Geoff Mitchell | 1386 | E18 | C | | 11/18/2015 | 0800 | 11/20/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Budget Meeting | Scott Walters | 1036 | Pev | N | | 11/18/2015 | 0800 | 11/18/2015 | 1800 | | | | | | | | | | | | | 10 | | | Approved | | Local 975 |
| 11/03/2015 | Association Business (ABL) | Meeting/Cadet Lunch | Yes | Local 975 Meeting | cadet lunch & Meeting | Lynn Eichler | 1411 | E23 | C | | 11/09/2015 | 1000 | 11/11/2015 | 1200 | 11/18/2015 | 0800 | 11/20/2015 | 1200 | | | | | | | | | 2 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | Meeting & Cadet Lunch | Yes | Local 975 Meeting | Cadet Lunch & Meeting | Mike Duffee | 1298 | E44 | C | | 11/09/2015 | 1000 | 11/09/2015 | 1200 | 11/18/2015 | 0800 | 11/21/2015 | 1200 | | | | | | | | | 2 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | General Meeting & Cadet Lunch | Yes | Local 975 Meeting | Budget Meeting & Cadet Lunch | Mark Harris | 1303 | Q3 | A | | 11/09/2015 | 1200 | 11/09/2015 | 1600 | 11/18/2015 | 1200 | 11/18/2015 | 1600 | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 11/03/2015 | Association Business (ABL) | Gen Meeting | Yes | Local 975 Meeting | Meeting | Damian Mckeon | 1479 | Prev | N | | 11/10/2015 | 0930 | 11/10/2015 | 1300 | | | | | | | | | | | | | 3.5 | | | Approved | | Local 975 |
| 11/03/2015 | Association Business (ABL) | Gen Meeting | Yes | Local 975 Meeting | Monthly Meeting | Matt Cox | 1408 | PSO | N | | 11/10/2015 | 0930 | 11/10/2015 | 1300 | | | | | | | | | | | | | 3.5 | | | Approved | | Local 975 |
| 11/01/2015 | Association Business (ABL) | HPOC oversight at SOI | No | Other Association Business **define in purpose of request | I request to be off to be able to be present at the 2015 hiring process SOI (Nov 7th and 8th) portion of the test. | Greg Pope | 1486 | E-17 | B | | 11/07/2015 | 1200 | 11/10/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 10/29/2015 | Association Business (ABL) | E-board Meeting | Yes | Local 975 Meeting | E-board Meeting | Charles "Wade" Crain | 1838 | Q-19 | B | | 11/02/2015 | 0800 | 11/02/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 10/30/2015 | Association Business (ABL) | E board meeting | Yes | Local 975 Meeting | Eboard meeting. | Greg Pope | 1486 | E-17 | B | | 11/02/2015 | 0700 | 11/04/2015 | 1200 | | | | | | | | | | | | | 5 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 10/29/2015 | Association Business (ABL) | General Membership Meeting | Yes | Local 975 Meeting | To attend to General Membership meeting | Scott Walters | 1036 | Prev | N/A | | 11/10/2015 | 1230 hrs | 11/10/2015 | 1600 hrs | | | | | | | | | | | | | 4.5 | | | Approved | | Local 975 |
| 10/29/2015 | Association Business (ABL) | BFund Meeting | Yes | Local 975 Meeting | Annual Benevolent Fund Financial Meeting | Mark Schultz | 841 | E40 | C | | 11/02/2015 | 1200 | 11/02/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/26/2015 | Association Business (ABL) | AFA Meeting | Yes | Local 975 Meeting | ESD Talks | Mike Duffee | 1298 | E44 | C | | 10/28/2015 | 0800 | 10/30/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 10/24/2015 | Association Business (ABL) | Meeting | No | Local 975 Meeting | Meeting | Damien Mckeon | 1479 | reventic | N | | 10/26/2015 | 1100 | 10/28/2015 | 0700 | | | | | | | | | | | | | 16 | | | Approved | | Local 975 |
| 10/23/2015 | Association Business (ABL) | Board Meeting | Yes | Local 975 Meeting | Board Meeting | Lynn Eichler | 1411 | E23 | C | | 10/28/2015 | 0800 | 10/30/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/21/2015 | Association Business (ABL) | HPOC Meeting | No | Local 975 Meeting | HPOC Meeting? | David Girouard | 1352 | Batt 3 | C | | 10/22/2015 | 0730 | 10/24/2015 | 1030 | | | | | | | | | | | | | 3 | | | NOT Approved | Too late. | Local 975 |
| 10/16/2015 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Event | Monthly Trustee Audit | Les McKay | 1373 | Wellnes | N | | 10/22/2015 | 800 | 10/16/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Local 975 |
| 10/22/2015 | Association Business (ABL) | Trustee Audit | Yes | Local 975 Meeting | Monthly Trustee Audut | Lynn Eichler | 1411 | E23 | C | | 10/16/2015 | 0800 | 10/19/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/14/2015 | Association Business (ABL) | Meeting w?EMS | No | Local 975 Meeting | Meeting w/EMS discussion on Merger | David Leonard | 1199 | Q03 | B | | 10/17/2015 | 1700 | 10/17/2015 | 2300 | | | | | | | | | | | | | 6 | | | Approved | | Batt 1B B-Shift Commander Local 975 |
| 10/14/2015 | Association Business (ABL) | 2016 AFA Budget Forum | Yes | Local 975 Meeting | Trustee & VP's for 2016 Budget Meeting | Aaron Brooks | 1671 | Dispatch | N | | 11/18/2015 | 0700 | 11/18/2015 | 1800 | | | | | | | | | | | | | 11 | | | Approved | | Local 975 |
| 10/13/2015 | Association Business (ABL) | Cadet Lunch | Yes | Addressing Cadet Class | Attend lunch and speak with class 118 in regards to PAC business. | Rikki Stankevitz | 2317 | Eng 03 | A | | 11/09/2015 | 1200 | 11/09/2015 | 1600 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 10/13/2015 | Association Business (ABL) | Local 975Meetinbg | Yes | Local 975 Meeting | General Monthly, Mark forgot to submit. | Mark Harris | 1303 | Q03 | A | | 10/13/2015 | 12000 | 10/13/2015 | 1600 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 10/12/2015 | Association Business (ABL) | Fund Raising | Yes | Local 975 Event | To conduct a fundraiser for AFA Relief & Outreach Fund | Lee Vernon | 1437 | E45 | C | | 10/24/2015 | 1200 | 10/27/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 10/12/2015 | Association Business (ABL) | Rellief Outreach Fund Raiser | Yes | Local 975 Event | Fund Raiser for Relief & Outreach fund | Randy Kohutek | 2065 | E45 | C | | 10/24/2015 | 1200 | 10/27/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 10/09/2015 | Association Business (ABL) | Monthly PAC Meeting | Yes | Local 975 Meeting | Monthly Meeting | Damien Mckeon | 1479 | Staff | N | | 10/13/2015 | 0930 | 10/13/2015 | 1230 | | | | | | | | | | | | | 3 | | | Approved | | Local 975 |
| 10/07/2015 | Association Business (ABL) | PAC Meeting | Yes | Local 975 Meeting | Monthly Meeting | Matt Cox | 1408 | PSO | N | | 10/13/2015 | 0930 | 10/07/2015 | 1230 | | | | | | | | | | | | | 3 | | | Approved | | Local 975 |
| 10/07/2015 | Association Business (ABL) | Workers Comp Meeting | Yes | Local 975 Meeting | Workers CompMeeting | Alphonso Dellert | 862 | 6 | C | | 10/13/2015 | 0800 | 10/15/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 5C C-Shift Commander Local 975 |
| 10/05/2015 | Association Business (ABL) | Union Business | No | Local 975 Event | Union Business | Charles "Wade" Crain IV | 1838 | Q-19 | B | | 10/17/2015 | 1200 | 10/18/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 10/05/2015 | Association Business (ABL) | WorkersComp | Yes | Local 975 Meeting | Workers Comp Meeting | Lynn Eichler | 1411 | E23 | C | | 10/13/2015 | 0800 | 10/13/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 10/05/2015 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | To meet with the command staff as defined under the Labor Management Initiative. | Geoff Mitchell | 1386 | E18C | C | | 10/13/2015 | 1000 | 10/13/2015 | 1200 | | | | | | | | | | | | | 2 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/29/2015 | Association Business (ABL) | | No | Local 975 Meeting | Attend Local policy meeting at Union Hall. | Sara Coon | 2280 | Q-17 | B | | 10/02/2015 | 1200 | 10/02/2015 | 1900 | | | | | | | | | | | | | 7 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/26/2015 | Association Business (ABL) | Union meeting | No | Local 975 Meeting | Local 975 meeting at Union Hall | Greg Pope | 1486 | E17 | B | | 10/02/2015 | 1200 | 10/02/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/24/2015 | Association Business (ABL) | Station Visits | No | Other Association Business **define in purpose of request | Station Visits | Charles "Wade" Crain IV | 1838 | Q-19 | B | | 09/29/2015 | 1200 | 09/29/2015 | 1900 | | | | | | | | | | | | | 7 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 09/23/2015 | Association Business (ABL) | Union Conference | No | Local 975 Conference | Needed to attend a Union conference out of town. | Greg Pope | 1486 | E-17 | B | | 10/14/2015 | 1200 | 10/17/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/23/2015 | Association Business (ABL) | Cadet Luncheon | Yes | Addressing Cadet Class | Inform the current cadet class of the activities of the union and the benefits of membership. | Geoff Mitchell | 1386 | E18 | C | | 09/28/2015 | 1000 | 09/28/2015 | 1200 | 09/28/2015 | | | | | | | | | | | | 2 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/23/2015 | Association Business (ABL) | Cadet Lunch | Yes | Addressing Cadet Class | Cadet Lunch | Scott Walters | 1036 | reventic | N | | 09/28/2015 | 1030 | 09/23/2015 | 1600 | | | | | | | | | | | | | 6.5 | | | Approved | | Local 975 |
| 09/23/2015 | Association Business (ABL) | Cadet Lunch | Yes | Addressing Cadet Class | Cadet Lunch | Michael Duffee | 1298 | E 44 | C | | 09/28/2015 | 1000 | 09/30/2015 | 1200 | | | | | | | | | | | | | 2 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 09/23/2015 | Association Business (ABL) | Eboard Meeting | Yes | Local 975 Meeting | Eboard Meeting | Charles (Wade) Crain | 1838 | Q19 | B | | 10/05/2015 | 1200 | 10/05/2015 | 1600 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 09/21/2015 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Station Visits/Pick up all MDA materials | Charles Wade Crain | 1838 | Q19 | B | | 09/23/2015 | 1200 | 09/23/2015 | 1800 | | | | | | | | | | | | | 6 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 09/21/2015 | Association Business (ABL) | Trustee Audit | Yes | Other Association Business **define in purpose of request | Trustee Audit. Chief i am sorry i totally forgot to submit this for tomorrow. | Geoff Mitchell | 1386 | Eng 18 | C | | 09/22/2015 | 0900 | 09/24/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/18/2015 | Association Business (ABL) | Trustee Audit | No | Local 975 Meeting | Monthly Trustee Audit | Brad Landi | 1339 | En 21 | C | | 09/22/2015 | 0900 | 09/24/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 09/17/2015 | Association Business (ABL) | MDA money collection | No | Other Association Business **define in purpose of request | Help collect all funds from Fill the Boot andcount and get to bank. | Greg Pope | 1487 | E17 | B | | 09/21/2015 | 0800 | 09/23/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 09/11/2015 | Association Business (ABL) | LMI | Yes | Local 975 Meeting | LMI Meeting | Michael Duffee | 1298 | E44 | C | | 09/15/2015 | 1200 | 09/15/2015 | 1500 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 09/09/2015 | Association Business (ABL) | Workers Comp Meeting | No | Other Association Business **define in purpose of request | Workers CompMeeting | Lynn Eichler | 1411 | E23 | C | | 09/15/2015 | 1200 | 09/15/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 09/02/2015 | Association Business (ABL) | 911 Events | Yes | Other Association Business **define in purpose of request | 911 Event | Mark Harris | 1303 | Q3 | A | | 09/11/2015 | 0700 | 09/13/2015 | 1200 | | | | | | | | | | | | | 5 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 09/02/2015 | Association Business (ABL) | LMI | Yes | Other Association Business **define in purpose of request | LMI meeting at AFD HQ | Charles Wade Crain | 1838 | Q19 | B | | 09/15/2015 | 0900 | 09/17/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2B B-Shift Commander Local 975 |

# 2018-08-08 Formsite ABL Data Dump (ABL)



| Date request submitted: | Type of leave being requested: | Event/Activity Name | Multiple Submittals Being Made? | ABL request is for | Purpose of Request: | Firefighter/Employee Name | TxFIR# | Unit | Shift | Unit | Date Off | Time Off | Date On | Time On | Item #56 | Item #57 | Item #58 | Item #59 | Item #61 | Item #62 | Item #63 | Item #64 | Item #66 | Item #67 | Item #68 | Item #69 | Total Hours for this Request | Battalion Chief Recommendation: | Comments | Review and Approval | Comments | Email Routing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/01/2015 | Association Business (ABL) | | Yes | Other Association Business **define in purpose of request | LMI at AFD HQ | Charles Wade Crauin | 1838 | Q19 | B | | 09/15/2015 | 0900 | 09/17/2015 | 1200 | | | | | | | | | | | | | 5 | | | NOT Approved | The dates and times don't add up.. | Local 975 |
| 08/27/2015 | Association Business (ABL) | LMI Meeting | Yes, No | Other Association Business **define in purpose of request | LMI Meeting at AFD HQ | Mike Duffee | 1298 | E44 | C | | 09/01/2015 | 0900 | 09/03/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 2C C-Shift Commander Local 975 |
| 08/26/2015 | Association Business (ABL) | | No | Other Association Business **define in purpose of request | Workers Comp Committee Meeting | Mark Harris | 1303 | Q3 | A | | 09/08/2015 | 0800 | 09/11/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 08/25/2015 | Association Business (ABL) | Worker Comp-Benefit Review | No | Other Association Business **define in purpose of request | Workers Comp Benefit Review CommitteeMeeting | Lynn Eichler | 1411 | Eng 23 | C | | 08/31/2015 | 1200 | 08/31/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/25/2015 | Association Business (ABL) | 911 Buford Tower | Yes | Local 975 Event | To attend the 911 Memorial at Buford Tower as AFD/AFA board | Scott Walters | 1036 | eventic | | | 09/11/2015 | 0700 | 09/11/2015 | 1000 | | | | | | | | | | | | | 3 | | | Approved | | Local 975 |
| 08/19/2015 | Association Business (ABL) | LMI | No | Local 975 Meeting | Meeting with Mgmt at AFD HQ | Geoff Mitchel | 1386 | E18 | | | 09/01/2015 | 0900 | 09/03/2015 | 1200 | | | | | | | | | | | | | 3 | | | Approved | | Batt 3C C-Shift Commander Local 975 |
| 08/13/2015 | Association Business (ABL) | Gen Meeting | Yes | Local 975 Meeting | Monthly Membership Meeting | Charles (Wade) Crain | 1838 | Q19 | | | 09/08/2015 | 1200 | 09/08/2015 | 1600 | | | | | | | | | | | | | 4 | | | Approved | | Batt 2B B-Shift Commander Local 975 |
| 08/12/2015 | Association Business (ABL) | HPOC | No | Other Association Business **define in purpose of request | HPOC Meeting | Greg Pope | 1486 | E17 | | | 08/13/2015 | 0800 | 08/16/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 08/12/2015 | Association Business (ABL) | Union Immersion | No | Other Association Business **define in purpose of request | In dept analysis of Union including audit, financials and litigations. | Greg Pope | 1486 | E17 | | | 08/30/2015 | 1200 | 09/05/2015 | 1200 | 09/08/2015 | 1200 | 09/14/2015 | 1200 | | | | | | | | | 48 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 08/12/2015 | Association Business (ABL) | Meeting | Yes | Local 975 Meeting | Eboard meeting | Mark Harris | 1303 | Q3 | | | 09/02/2015 | 0800 | 09/05/2015 | 1200 | | | | | | | | | | | | | 4 | | | Approved | | Batt 1A A-Shift Commander Local 975 |
| 08/12/2015 | Association Business (ABL) | EBoard&Gen Meeting | Yes | Local 975 Meeting | Monthly Meetings | Greg Pope | 1486 | E17 | | | 09/08/2015 | 1200 | 09/08/2015 | 1700 | | | | | | | | | | | | | 5 | | | Approved | | Batt 4B B-Shift Commander Local 975 |
| 08/12/2015 | Association Business (ABL) | Eboard & General Meetings | Yes | Local 975 Meeting | Meeting | Scott Walters | 1036 | eventic | | | 09/02/2015 | 0900 | 09/02/2015 | 1300 | 09/08/2015 | 1300 | 09/08/2015 | 1700 | | | | | | | | | 5 | | | Approved | | Local 975 |
| 08/12/2015 | Association Business (ABL) | TEST | No | Bargaining | Test | Brian Tanzola | 1212 | HQ | | | 08/13/2015 | 1200 | 08/15/2015 | 1200 | | | | | | | | | | | | | 24 | | | Approved | | |

COA867w

**Exhibit 13**

NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM AND JAY WILEY,<br>Plaintiffs, | § | IN THE DISTRICT COURT |
| & | § | |
| THE STATE OF TEXAS,<br>Intervenor, | § | |
| v. | § | TRAVIS COUNTY, TEXAS |
| CITY OF AUSTIN, TEXAS;<br>MARC A. OTT, IN HIS OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN; AND AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975,<br>Defendants. | § | 419TH JUDICIAL DISTRICT |

**DEFENDANTS CITY OF AUSTIN AND MARC OTT'S OBJECTIONS AND RESPONSES TO PLAINTIFF'S SECOND REQUEST FOR ADMISSIONS**

To: Plaintiffs, by and through their attorneys of record, Robert Henneke, Texas Public Policy Foundation, 901 Congress Avenue, Austin, Texas 78701 and Scharf-Norton Center for Constitutional Litigation at the Goldwater Institute, 500 East Coronado Road, Phoenix, Arizona 85004.

Pursuant to the Texas Rules of Civil Procedure, the City of Austin and City Manager Marc Ott (collectively, "City" or "Defendant City"), provide the following responses to Plaintiffs' Request for Admissions.

RESPECTFULLY SUBMITTED,
ANNE L. MORGAN, CITY ATTORNEY
MEGHAN RILEY, CHIEF OF LITIGATION

/s/ Sameer Birring
SAMEER BIRRING
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Telephone: (512) 974-3042
Facsimile: (512) 974-1311
**ATTORNEY FOR DEFENDANTS**

**ATTORNEYS FOR DEFENDANTS CITY OF AUSTIN AND CITY MANAGER MARC OTT**

## CERTIFICATE OF SERVICE

I certify that on Wednesday the 25th of July, 2018, I served a copy of *Defendants City and City Manager's Responses to Plaintiffs' Second Request for Admissions* on the Plaintiffs, by and through their attorney of record, in compliance with the Texas Rules of Civil Procedure.

**Via E-mail:**
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/s/ Sameer S. Birring
SAMEER S. BIRRING
Assistant City Attorney

**DEFENDANT CITY OBJECTIONS AND REPSONSES TO PLAINTIFFS' SECOND REQUESTS FOR ADMISSIONS**

**OBJECTION**

Plaintiffs have not defined the term "release time" which is a term used in 15 of the 19 requests for admission. Defendant City objects to the use of the undefined term. Subject to the objection, Defendant City responds to the requests for admission that use the term "release time" by assuming that "association business leave" or "ABL" can be substituted for the term "release time."

Admit or deny the truth of the following statements:

**REQUEST NO. 1:** Admit that the document titled "Collective Bargaining Agreement between the City of Austin and Austin Firefighters Association Local 975" ("CBA") (attached to Plaintiffs' Amended Petition as Exhibit 1) is a true and correct copy of the currently operative agreement between you and the Austin Firefighters Association ("AFA").

Response: Admit.

**REQUEST NO. 2:** Admit that the 2017 CBA is the full and complete labor agreement between you and AFA.

Response: Admit.

**REQUEST NO. 3:** Admit that the 2017 CBA will remain in full force and effect until such time that you and AFA ratify a successor agreement.

Response: Deny.

**REQUEST NO. 4:** Admit that AFA officials and members using release time hours under the 2017 CBA are not required to provide an accounting to you regarding how release time is used.

Response: Defendant City objects to this request for admission in that it is impermissibly vague, as the term "accounting" is not defined and asks for a subjective determination by the City. On the basis of the vague term accounting, the City denies the request.

**REQUEST NO. 5:** Admit that you do not control or direct the activities of the AFA President while he is using release time hours.

Response: Defendant City objects to this request for admission in that it is impermissibly vague, as the terms "control or direct" and "activities" are not defined. On the basis of the vague terms, the City denies the request.

**REQUEST NO. 6:** Admit that you do not control or direct the activities of other AFA members while they are using release time.

Response: Defendant City objects to this request for admission in that it is impermissibly vague, as the terms "control or direct" and "activities" are not defined. On the basis of the vague terms, the City denies the request.

**REQUEST NO. 7:** Admit that, apart from the 2017 CBA, you do not have any additional policies, procedures, rules, or regulations that detail how release time may be used.

Response: Deny.

**REQUEST NO. 8:** Admit that no performance evaluation was performed by the City for the AFA President during the term of the 2017 CBA, or any predecessor agreement.

Response: Defendant City objects to this request as vague in that "performance evaluation" is not defined. Subject to the objection, Defendant City denies.

**REQUEST NO. 9:** Admit that the City receives no monetary benefits in exchange for the release time provisions in the 2017 CBA.

Response: Defendant City objects to this request as vague in that "monetary benefits in exchange" is an undefined phrase. Subject to the objection, Defendant City denies.

**REQUEST NO. 10:** Admit that the AFA is not obligated to provide any specific services to the District in exchange for the release time provisions in the 2017 CBA.

Response: Defendant City objects to this request as "the District" is an undefined term, and Defendant City is not aware to what entity Plaintiff refers to when using the term "the District." Subject to the objection, Defendant City denies.

**REQUEST NO. 11:** Admit that the City has not conducted any studies or reports that reflect the value, if any, provided to the City in exchange for the release time provisions in the 2017 CBA.

Response: Defendant City objects to this request as vague in that "studies or reports" are not defined. Subject to the objection, City denies.

**REQUEST NO. 12:** Admit release time, as described in the 2017 CBA, is used to file grievances against the City and its personnel.

Response: Admit that an authorized association member may request and use association business leave to file grievances against the City and its personnel.

**REQUEST NO. 13:** Admit release time, as described in the 2017 CBA, is used to negotiate with the City over the terms and conditions of employment.

Response: Admit that an authorized association member may request and use association business leave to negotiate with the City over terms and conditions of employment.

**REQUEST NO. 14:** Admit that release time, as described in the 2017 CBA, is used by the AFA to represent AFA members in disciplinary actions brought by the City.

Response: Admit that an authorized association member may request and use association business leave to represent an AFA member in a City disciplinary proceeding.

**REQUEST NO. 15:** Admit release time, as described in the 2017 CBA, is used by the AFA to recruit new members for the AFA.

Response: Admit that an authorized association representative may request and use association business leave to attend fire cadet training and orientation and may request leave to attend other firefighter recruitment events.

**REQUEST NO. 16:** Admit that release time, as described in the 2017 CBA, is, or may be, used by the AFA for political activities, including the support or opposition of political candidates.

Response: Defendant City admits that association business leave may be used for certain limited political activities, within the parameters in Article 10 of the CBA, which states:

> It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of ABL for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association Business Leave shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association Business Leave shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association Business Leave shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program.

Defendant denies that AFA members can use ABL for any other political activities.

**REQUEST NO. 17:** Admit that release time, as described in the 2017 CBA may be used by the AFA for lobbying activities.

Response: Defendant City objects to the request as vague in that the phrase "lobbying activities" is not defined and asks for a subjective determination by City. On the basis of the vague term, the City denies the request.

**REQUEST NO. 18:** Admit that the City could continue to fulfill its labor requirements without the release time provisions in the 2017 CBA.

Response: Defendant City objects to this request as vague in that "labor requirements" is an undefined phrase. On the basis of the vague term, the City denies the request.

**REQUEST NO. 19:** Admit that the use of release time has not materially changed under the 2017 CBA from prior agreements that granted release time.

Response: Defendant City admits that the language Association Business Leave Article of the CBA has not substantively changed from prior agreements that contain an ABL provision.

**Exhibit 14**

# Association Business Leave - 2012

**Quarterly Report**

**Q4 - Oct thru Dec**

Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)

## Hours by Month

**Begin Balance** 5,600.00

| | | Hrs used each Month | Total Hrs Used |
|---|---|---|---|
| Carry-forward from Unused 2011 | | 1,000.00 | |
| 2012-01 | January | 566.00 | 566.00 |
| 2012-02 | February | 316.25 | 882.25 |
| 2012-03 | March | 381.00 | 1,263.25 |
| 2012-04 | April | 524.75 | 1,788.00 |
| 2012-05 | May | 462.00 | 2,250.00 |
| 2012-06 | June | 503.25 | 2,753.25 |
| 2012-07 | July | 439.50 | 3,192.75 |
| 2012-08 | August | 263.50 | 3,456.25 |
| 2012-09 | September | 324.00 | 3,780.25 |
| 2012-10 | October | 168.25 | 3,948.50 |
| 2012-11 | November | 338.00 | 4,286.50 |
| 2012-12 | December | 408.00 | 4,694.50 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance** 1,905.50

## Hours by Reason

| | |
|---|---|
| 2012 New Hours | 5,600.00 |
| Plus 2011 Carryforward | 1,000.00 |
| **Beginning Balance** | 6,600.00 |

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used |
|---|---|---|---|---|
| Association President | 520.00 | 492.00 | 459.00 | 412.00 |
| Addressing Cadet Class | 5.00 | | | |
| Bargaining | | | | 1.25 |
| Dispute Resolution Procedings | | | | |
| Grievance Committee | | | | 5.00 |
| Union Conference Meeting | 220.75 | 298.25 | 176.50 | 143.75 |
| Other Assoc Business | 512.50 | 671.75 | 391.50 | 385.25 |

**Ending Available Balance** 1,905.50

**Data Source : BC System**

**AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.**

See additional tabs for "DETAIL" information.

## Hours by Person

| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
|---|---|---|---|---|
| Alexander,Clifton | 4.00 | 8.00 | | |
| Allen,Brandon | | 4.00 | | |
| Alvarez,Frank | | | | 4.00 |
| Balogh,Randy | | 24.00 | | |
| Barnes,Matthew | | 5.50 | | |
| Best,Aaron | 4.00 | | | |
| Bethke,David | | 24.00 | | |
| Boucher,John | | | 24.00 | |
| Bowen,Christopher | 4.50 | | | |
| Brooks,Aaron | 1.00 | 4.00 | | |
| Brooks,Clint | 16.00 | 14.00 | | 7.00 |
| Buck,Palmer | 7.00 | 5.00 | 3.50 | |
| Burke,Jeremy | 30.00 | 21.00 | 11.00 | 9.00 |
| Caldwell,Don | 24.00 | 61.75 | 48.00 | |
| Clowry,Lawrence | 6.50 | | | |
| Crain,Wade | 5.00 | | | 6.50 |
| Davis Jr,Richard | | | 40.00 | |
| DeLaReza,Andre | 26.50 | 24.00 | 48.00 | 14.00 |
| Denzer,Douglas | 5.00 | 16.25 | 33.00 | 16.00 |
| Dixon,Derrick | | 5.00 | | |
| Donelson,Elizabeth | 24.00 | 24.00 | 14.50 | |
| Doyle,James | 5.00 | | | |
| Eichler,Lynn | 4.00 | | | 15.00 |
| Galvan,Daniel | 15.25 | 16.75 | 8.00 | 27.75 |
| Garcia,Robert | | 4.00 | | |
| Girouard,David | 60.50 | 25.00 | 70.00 | 11.00 |
| Granados,Oscar | 5.00 | | | |
| Hanna,Edward | | | | 24.00 |
| Harris,Mark | 102.00 | 11.50 | 7.00 | 4.50 |
| Hearon,David | 4.00 | | | |
| Heiser,Randall | | 24.00 | | |
| Herman,Daniel | | 4.00 | | |
| Hollingsworth,Michael | | 5.00 | | |
| Howard,Jeremy | | | | 2.00 |
| Hyson Sr.,Darren | 5.00 | | | |
| Johnson,Daniel | | 4.00 | | |
| Jones,Christine | | | | 1.25 |
| Kahle,Cory | 3.50 | | 4.00 | |
| Kalmus,Kevin | | 48.00 | | 96.00 |
| Kelly,Harold | 4.00 | | | |
| Kennedy,Jeffrey | | 6.50 | 3.00 | 2.50 |
| Kessler,Coitt | 72.00 | 20.00 | | 34.00 |
| Klepac,Mike | | | | 3.00 |
| Landi,Bradley | | 4.00 | 4.00 | |
| Leonard,William | | | | 4.00 |
| Lundstedt,David | 9.00 | 3.50 | 3.00 | 6.50 |
| Maguire,Carmen | - | | | |
| Martin,Angela | 53.00 | | 3.00 | 8.00 |
| Martin,Jay | | 5.00 | | |
| Mashburn,Steven | | 4.00 | | |
| Mayo,Bruce | 7.00 | | | |
| McCoy,Mark | | | - | |
| McKay,Lesly | | 48.00 | | |
| Mears,Jeffrey | | | | 6.50 |
| Miller,William | | 24.00 | | |
| Mitchell,Geoffrey | 9.50 | | | 12.00 |
| Morrissey,Jack | | 4.75 | 2.00 | |
| Murphy,Dean | | 24.00 | | |
| Naglieri,Michael | | | | 8.50 |
| Nations,Randell | 5.50 | | | |
| Nicks,Robert | 520.00 | 492.00 | 459.00 | 412.00 |
| Padilla,Arthur | | 4.00 | | |
| Pederson,Eric | | 4.00 | | 3.00 |
| Pettit,Michael | 5.00 | | | |
| Phillips,Michael | 20.00 | 57.50 | 81.00 | 26.50 |
| Pope,Gregory | 84.50 | 47.00 | 89.00 | 47.00 |
| Portie,Josh | | 24.00 | | |
| Prior,George | 4.00 | | | |
| Purcell,Todd | | 72.00 | | |
| Richey Jr., Robert | 4.00 | | | |
| Ruiz,Pable | 14.00 | | | |
| Schultz,Mark | 47.00 | 32.00 | 57.00 | 31.00 |
| Smith,Adrain | 3.00 | 3.50 | 5.00 | 3.00 |
| Spidle,David | 16.00 | 4.00 | | |
| Stewart,Carrie | | | | 48.00 |
| Tanner,Roger | 3.00 | 9.50 | 5.00 | 3.00 |
| Thompson,Brian | 6.00 | 7.00 | 5.00 | 9.00 |
| Tucker,James | | 72.00 | | |
| Vanegas,Alexander | 3.00 | | | |
| Vires,Robert | | 4.00 | | |
| Wakefield,Jon | 4.00 | | | |
| Ward,Leslie | | 4.00 | | |
| Watson,Donnie | | | | 0.75 |
| Watts-Madolora,Lisa | | 7.00 | | 5.50 |
| Wenzel,Troy | | 10.00 | | |
| West,William | | 24.00 | | |
| Williams,Michael | 8.00 | 14.00 | | 2.50 |
| Wright,Wesley | | 72.00 | | |
| TOTAL | 1,263.25 | 1,490.00 | 1,027.00 | 914.25 |

# Association Business Leave - 2013

**Quarterly Report**

**Q3 - Jul thru Sep**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 5,600.00**

| | | Hrs used each Month | Total Hrs Used | |
|---|---|---|---|---|
| 2013-01 | January | 409.75 | 409.75 | |
| 2013-02 | February | 394.00 | 803.75 | |
| 2013-03 | March | 440.25 | 1,244.00 | |
| 2013-04 | April | 464.25 | 1,708.25 | |
| 2013-05 | May | 291.75 | 2,000.00 | |
| 2013-06 | June | 658.00 | 2,658.00 | |
| 2013-07 | July | 364.00 | 3,022.00 | |
| 2013-08 | August | 265.50 | 3,287.50 | |
| 2013-09 | September | 660.00 | 3,947.50 | |
| 2013-10 | October | | | **CBA expired 9/30/2013 |
| 2013-11 | November | | | |
| 2013-12 | December | | | |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 1,652.50**

## Hours by Reason

| | |
|---|---|
| 2013 New Hours | 5,600.00 |
| Plus 2012 Carryforward | 1,000.00 |
| **Beginning Balance** | **6,600.00** |

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used |
|---|---|---|---|---|
| | | | | **CBA expired 9/30/2013 |
| Association President | 544.00 | 460.00 | 512.00 | |
| Addressing Cadet Class | | | | |
| Bargaining | 85.00 | 179.75 | 90.50 | |
| Dispute Resolution Procedings | | | | |
| Grievance Committee | | | | |
| Union Conference Meeting | 212.50 | 203.75 | 131.75 | |
| Other Assoc Business | 402.50 | 570.50 | 555.25 | |

**Ending Available Balance 2,652.50**

**Data Source : BC System**

**AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.**

See additional tabs for "DETAIL" information.

## Hours by Person

| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
|---|---|---|---|---|
| ALEXANDER, CLIFTON | | | 3.50 | |
| ALVAREZ, FRANK L | 1.00 | | 24.00 | |
| BALOGH, RANDY WILLIAM | | 24.00 | | |
| BARNES, MATTHEW D | | 24.00 | | |
| BETHKE, DAVID W | | 4.00 | | |
| BOUCHER, JOHN M | | | 24.00 | |
| BRADLEY, MARCUS A | | | 12.00 | |
| BROOKS, CLINT | 4.50 | 5.00 | | |
| BUCK, PALMER L | 5.00 | 4.00 | 2.00 | |
| BURNS, DARYL THOMAS | | | 59.00 | |
| CALDWELL, DON | 4.00 | 24.00 | | |
| COUNTOURIOTIS, DEMETRIUS S | 72.00 | | 49.50 | |
| COX, MATTHEW JON | 2.00 | | 2.00 | |
| CRAIN, WADE | 4.00 | | | |
| DE LA REZA, ANDRE | 28.00 | 28.50 | 17.75 | |
| DE MAIO, PAUL | | 6.50 | | |
| DELLERT, ALPHONSE X | 9.00 | 3.50 | | |
| DENZER, DOUGLAS | 44.25 | 71.00 | 41.00 | |
| DONELSON, ELIZABETH FORSYTH | 53.00 | 24.00 | 10.50 | |
| EICHLER, LYNN RAY | 39.00 | 33.50 | 24.00 | |
| FEDRO JR, JAMES R | | 4.00 | | |
| GALVAN, DANIEL | 13.00 | 5.25 | 26.50 | |
| GIBBON, STEVEN RUSSELL | 3.00 | | | |
| HARRIS, MARK J | 27.25 | 14.50 | 18.75 | |
| HEATON, JEFFREY MATTHEW | | | 12.00 | |
| HEISER, RANDALL T | | 48.00 | | |
| HERNANDEZ III, GREGORIO | 13.00 | 14.50 | 5.00 | |
| HOWARD, JEREMY R | 3.50 | | | |
| JONES, CHRISTINE | 22.00 | 30.00 | 11.00 | |
| KALMUS, KEVIN | | | 48.00 | |
| KESSLER, COITT R | 5.00 | | 20.00 | |
| KING, ZACHARIAH D | | | 25.00 | |
| KLEPAC, MIKE A | 20.00 | 32.00 | 3.00 | |
| LAMURE, MICHAEL C | | | 24.00 | |
| LANDI, BRADLEY CHRISTOPHER | 3.50 | | | |
| LEONARD, WILLIAM DAVID | 5.00 | | | |
| LUNDSTEDT, DAVID B | 6.00 | 2.50 | 3.00 | |
| MARTIN, ANGELA E | 2.50 | | | |
| MC KAY, LESLY S | 12.00 | 11.75 | 8.50 | |
| MEARS, JEFFREY | 1.00 | | 10.00 | |
| MILLER, WILLIAM JOSHUA | | 2.00 | | |
| MITCHELL, GEOFFREY P | 12.00 | 25.50 | 18.50 | |
| MURPHY, DEAN | | 48.00 | | |
| NAGLIERI, MICHAEL A | 10.00 | 1.25 | | |
| NICKS, ROBERT S | 544.00 | 460.00 | 512.00 | |
| PAEZ, JASON | | | 37.00 | |
| PEDERSON, ERIC M | 7.00 | | 3.00 | |
| PERRY, CODY W | | | 48.00 | |
| PHAN, ANDY | | 24.00 | 5.00 | |
| PHILLIPS, MICHAEL | 15.00 | | 9.00 | |
| PINE, JEFFREY E | 2.50 | | | |
| POPE, GREGORY | 73.50 | 84.00 | 12.00 | |
| PURCELL, TODD JAY | 2.50 | 72.00 | | |
| RAE, JAMES WESLEY | 11.00 | 26.75 | | |
| RUIZ, PABLO | | 4.00 | | |
| SCHULTZ, MARK A | 22.50 | 59.25 | 22.50 | |
| STEWART, BROCK | 6.00 | | | |
| STEWART, CARRIE M | 42.00 | | | |
| TANNER, ROGER B | 3.50 | 5.00 | | |
| TELIHA, PETER D | 12.50 | 6.50 | | |
| THOMPSON, BRIAN V | 15.00 | 13.00 | 8.00 | |
| TUCKER, JAMES B | | 24.00 | | |
| VOCKE, THOMAS J | 11.00 | 3.00 | 8.00 | |
| WALTERS, SCOTT A | 39.50 | 31.75 | 20.50 | |
| WATSON, DONNIE | | 41.00 | 27.00 | |
| WATSON, RYAN K | | 7.00 | 29.00 | |
| WATTS-MADOLORA, LISA | 2.50 | | | |
| WEST JR, WILLIAM D | | 4.00 | | |
| WHITTINGTON, JACOB R | | | 36.00 | |
| WILLIAMS, MICHAEL H | 9.50 | 9.50 | 10.00 | |
| Wright,Wesley | | 48.00 | | |
| TOTAL | 1,244.00 | 1,414.00 | 1,289.50 | - |

# Association Business Leave - 2016

**Quarterly Report**

**Q4 - October thru December**

Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)

## Hours by Month

**Begin Balance** 6,600.00

Hrs used each Month Total Hrs Used

| | | Q1 | Q2 | Q3 | Q4 | TOTAL |
|---|---|---|---|---|---|---|
| 2016-01 | January | 291.25 | | | | 291.25 |
| 2016-02 | February | 271.00 | | | | 271.00 |
| 2016-03 | March | 213.00 | | | | 213.00 |
| 2016-04 | April | | 301.00 | | | 301.00 |
| 2016-05 | May | | 333.00 | | | 333.00 |
| 2016-06 | June | | 541.75 | | | 541.75 |
| 2016-07 | July | | | 381.00 | | 381.00 |
| 2016-08 | August | | | 446.00 | | 446.00 |
| 2016-09 | September | | | 455.00 | | 455.00 |
| 2016-10 | October | | | | 312.75 | 312.75 |
| 2016-11 | November | | | | 219.50 | 219.50 |
| 2016-12 | December | | | | 228.00 | 228.00 |
| | TOTAL | 775.25 | 1,175.75 | 1,282.00 | 760.25 | 3,993.25 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance** 2,606.75

## Hours by Reason

**2016 New Hours** 5,600.00

Carry-forward up to 1,000 hrs from raiming 2015 balance 1,000.00

**Beginning Balance** 6,600.00

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL |
|---|---|---|---|---|---|
| | | | | | **CBA effective 6/14/15 |
| Association President | 481.00 | 516.00 | 506.00 | 476.00 | 1,979.00 |
| Addressing Cadet Class | 6.00 | | | | 6.00 |
| Bargaining | 4.50 | 15.50 | | | 20.00 |
| Dispute Resolution Procedings | | 4.00 | 11.50 | 7.00 | 22.50 |
| Grievance Committee | | | | 2.00 | 2.00 |
| Union Conference Meeting | 87.50 | 129.00 | 215.50 | 44.00 | 476.00 |
| Other Assoc Business | 196.25 | 511.25 | 549.00 | 231.25 | 1,487.75 |

**Ending Available Balance** 2,606.75

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

**See additional tabs for "DETAIL" information.**

## Hours by Person

| **CBA effective 6/14/15 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| ALEXANDER, CLIFTON | 9.50 | | | |
| BALOGH, RANDY WILLIAM | | 24.00 | | |
| BISSELL, DONALD L | | 24.00 | | |
| BROOKS, AARON | | 4.50 | | |
| BROOKS, CLINT | | 9.00 | | 3.00 |
| BURNS, DARYL THOMAS | | | | 11.00 |
| CONSTANTINE, PETER | 12.00 | 12.00 | | |
| COPUS, JEREMY M | | | | 3.00 |
| COX, MATTHEW JON | 5.50 | 4.50 | 4.00 | 2.50 |
| CRAIN, CHARLES Z | 21.25 | 6.00 | 84.00 | 9.75 |
| DAVIS II, ROGER D | | | 72.00 | |
| DENZER, DOUGLAS | | 24.00 | 97.00 | |
| DONELSON, ELIZABETH FORSYTH | | | 2.00 | |
| DUFFEE, MICHAEL L | 16.00 | 20.00 | 10.50 | 9.00 |
| EICHLER, LYNN RAY | 23.00 | 22.75 | 10.00 | 16.00 |
| GIBBON, STEVEN RUSSELL | | | 30.00 | |
| GIROUARD, DAVID W | | 4.00 | | |
| HARMS, RHONDA L | 8.00 | | | |
| HARRIS, MARK J | 8.00 | 4.00 | 4.00 | |
| HEATON, DAVID M | | 5.00 | | |
| HEISER, RANDALL T | | 24.00 | | |
| HERNANDEZ III, GREGORIO | 6.00 | | | |
| HOWARD, JEREMY R | 3.00 | | 4.00 | 4.00 |
| JONES, CHRISTINE | 28.00 | 50.00 | 95.00 | 45.00 |
| KALMUS, KEVIN | | 48.00 | 48.00 | 24.00 |
| KESSLER, COITT R | | | 36.00 | 12.00 |
| LANDI, BRADLEY CHRISTOPHER | 8.00 | | | 4.00 |
| LEONE, MICHAEL J | | | | 14.00 |
| LEONARD, WILLIAM DAVID | | 2.50 | | |
| LUU, FRANK P | | 6.00 | | |
| MC KAY, LESLY S | | | 1.50 | |
| MCKEON, DAMIAN | 3.00 | | | 5.00 |
| MENCHACA, RUBEN | | 5.00 | | |
| MEYERS, RICHARD W | 4.00 | 4.50 | | |
| MITCHELL, GEOFFREY P | 14.50 | 37.00 | 22.00 | 24.50 |
| MURPHY, DEAN | | 24.00 | | |
| NICKS, ROBERT S | 481.00 | 516.00 | 506.00 | 476.00 |
| POPE, GREGORY | 86.00 | 117.00 | 165.00 | 49.00 |
| PURCELL, TODD JAY | | 75.00 | | |
| RICHARDSON, JOSEPH WILLIAM | | 10.50 | | |
| RUSH, MATHEW C | | | | 24.00 |
| SCHAEFER, VANESSA M | 4.50 | | | |
| SCHULTZ, MARK A | 13.00 | 20.00 | 16.00 | 8.00 |
| SCOTTI, BARBARA SUZANNAH | | | 2.00 | |
| SPIDLE, DAVID | | 4.00 | 4.00 | |
| TELIHA, PETER D | 6.00 | 2.50 | | |
| VOCKE, THOMAS J | | 23.00 | 8.00 | 8.00 |
| WALTERS, SCOTT A | 11.00 | 15.00 | 13.00 | 8.50 |
| WATTS-MADOLORA, LISA | 4.00 | | | |
| WHITTINGTON, JACOB R | | | 48.00 | |
| WINDSOR, STEPHEN B | | 4.00 | | |
| WRIGHT, WESLEY J | | 24.00 | | |
| TOTAL | 775.25 | 1,175.75 | 1,282.00 | 760.25 |

COA0017

# Association Business Leave - 2017

**Quarterly Report**

**Q3 - Jan thru Sep**

Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)

## Hours by Month

**Begin Balance 6,600.00**

| | | Hrs used each Month Q1 | Total Hrs Used Q2 | Q3 | Q4 | TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | 359.00 | | | | 359.00 |
| 2017-02 | February | 228.00 | | | | 228.00 |
| 2017-03 | March | 359.25 | | | | 359.25 |
| 2017-04 | April | | 372.25 | | | 372.25 |
| 2017-05 | May | | 292.75 | | | 292.75 |
| 2017-06 | June | | 580.75 | | | 580.75 |
| 2017-07 | July | | | 434.50 | | 434.50 |
| 2017-08 | August | | | 418.25 | | 418.25 |
| 2017-09 | September | | | 750.00 | | 750.00 |
| 2017-10 | October | | | | | - |
| 2017-11 | November | | | | | - |
| 2017-12 | December | | | | | - |
| | TOTAL | 946.25 | 1,245.75 | 1,602.75 | - | 3,794.75 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 2,805.25**

## Hours by Reason

| | |
|---|---|
| 2017 New Hours | 5,600.00 |
| Carry-forward up to 1,000 hrs from raiming 2016 balance | 1,000.00 |
| **Beginning Balance** | **6,600.00** |

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL **CBA effective 6/14/15 |
|---|---|---|---|---|---|
| Association President | 515.00 | 471.00 | 446.00 | | 1,432.00 |
| Addressing Cadet Class | 7.00 | 26.75 | 5.00 | | 38.75 |
| Bargaining | 9.50 | 31.25 | 329.00 | | 369.75 |
| Dispute Resolution Procedings | 15.25 | 11.00 | 3.00 | | 29.25 |
| Grievance Committee | | 5.00 | | | 5.00 |
| Union Conference Meeting | 84.50 | 52.00 | 57.00 | | 193.50 |
| Other Assoc Business | 315.00 | 648.75 | 762.75 | | 1,726.50 |

**Ending Available Balance 2,805.25**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 6/14/15 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| ACKERMAN, REBECCA | | | 3.00 | |
| AGUIRRE, ADAM D | | 12.00 | | |
| BALOGH, RANDY WILLIAM | | 24.00 | | |
| BAXTER III, EDWARD JAMES | | 4.00 | | |
| BETHKE, DAVID W | | 24.00 | | |
| BOWEN, CHRISTOPHER W | 16.00 | | | |
| BROOKS, AARON | | | 3.00 | |
| BURNS, DARYL THOMAS | 18.50 | 33.00 | 29.00 | |
| CAMPBELL, RORY B | | 3.00 | | |
| COPUS, JEREMY M | 12.25 | 25.00 | 73.50 | |
| COUNTOURIOTIS, DEMETRIUS S | | 8.00 | 48.00 | |
| DAVIS II, ROGER D | | | 48.00 | |
| DE LA REZA, ANDRE | | | 4.00 | |
| DE MAIO, PAUL DENNIS | | | 4.00 | |
| DENZER, DOUGLAS | 80.00 | 20.00 | 40.00 | |
| DONELSON, ELIZABETH FORSYTH | 28.00 | 22.75 | 38.75 | |
| DOWELL, DEANN M | | | 4.00 | |
| DUFFEE, MICHAEL L | 45.75 | 22.50 | 13.25 | |
| EICHLER, LYNN RAY | 47.25 | 20.50 | 20.50 | |
| ENCARNACION, CARLOS J | 4.50 | 4.50 | 29.50 | |
| ENDICOTT, RYAN C | | | 8.00 | |
| HEISER, RANDALL T | | 24.00 | | |
| HOWARD, JEREMY R | | | 11.00 | |
| HYSON SR., DARREN G | | 24.00 | | |
| JONES, CHRISTINE | 40.00 | 40.75 | 102.00 | |
| KALMUS, KEVIN | | 48.00 | 48.00 | |
| KESSLER, COITT R | | 24.00 | 72.00 | |
| LEONARD STEWART, CARRIE M | | 48.00 | 24.00 | |
| LEONE, MICHAEL J | 10.00 | 4.00 | 13.00 | |
| MADISON, THOMAS | | | 3.50 | |
| MAYO, BRUCE P | | 7.00 | | |
| MC KAY, LESLY S | | 6.00 | 11.50 | |
| MCKEON,DAMEON | 3.00 | | | |
| MCKINNEY, JOHN A | 6.25 | | | |
| MENA, VICTOR H | | | 24.00 | |
| MENCHACA, RUBEN | | 24.00 | 48.00 | |
| MITCHELL, GEOFFREY P | 39.00 | 42.00 | 20.25 | |
| MURPHY, DEAN | | 24.00 | | |
| NICKS IV, ROBERT S | 3.00 | | | |
| NICKS, ROBERT S | 515.00 | 471.00 | 446.00 | |
| OAKLEY, STACY | | | 88.00 | |
| POPE, GREGORY | 42.00 | 69.50 | 75.00 | |
| PURCELL, TODD JAY | | 72.00 | | |
| RAE, JAMES WESLEY | | | 36.00 | |
| RYAN JR, JAMES JOSEPH | 7.75 | | | |
| SCHAEFER, VANESSA M | 5.00 | 11.75 | 62.00 | |
| SCHULTZ, MARK A | 14.50 | 8.00 | 23.50 | |
| SCOTTI, BARBARA SUZANNAH | | | 4.00 | |
| STANKEVITZ, RIKKI N | | | 1.25 | |
| STIRLING, JOHN | | | 88.00 | |
| TELIHA, PETER D | | | 2.50 | |
| TIEMANN, DAVID Q | | | 24.00 | |
| VANEGAS, ALEXANDER | | 13.00 | 8.75 | |
| VOCKE, THOMAS J | 2.00 | 9.50 | | |
| WATSON, DONNIE | | 4.00 | | |
| WEST JR, WILLIAM D | | 24.00 | | |
| WHITTINGTON, JACOB R | | 24.00 | | |
| ZOTTARELLI, JAMES A | 6.50 | | | |
| **TOTAL** | **946.25** | **1,245.75** | **1,602.75** | **-** |

COA0018

# Association Business Leave - 2017 (New CBA)

**Quarterly Report**

**Q4 - Oct thru Dec**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 2,400.00**

| | | Hrs used each Month | | | | Total Hrs Used |
|---|---|---|---|---|---|---|
| | | Q1 | Q2 | Q3 | Q4 | TOTAL |
| 2017-01 | January | | | | | - |
| 2017-02 | February | | | | | - |
| 2017-03 | March | | | | | - |
| 2017-04 | April | | | | | - |
| 2017-05 | May | | | | | - |
| 2017-06 | June | | | | | - |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | 566.25 | 566.25 |
| 2017-11 | November | | | | 262.00 | 262.00 |
| 2017-12 | December | | | | 246.50 | 246.50 |
| | TOTAL | - | - | - | 1,074.75 | 1,074.75 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 1,325.25**

## Hours by Reason

**2017 New Hours 2,400.00**

Carry-forward up to 1,000 hrs from raiming 2016 balance -

**Beginning Balance 2,400.00**

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL |
|---|---|---|---|---|---|
| | | | | | **CBA effective 6/14/15 |
| Association President | | | | 443.00 | 443.00 |
| Addressing Cadet Class | | | | 4.50 | 4.50 |
| Bargaining | | | | | - |
| Dispute Resolution Procedings | | | | | - |
| Grievance Committee | | | | | - |
| Union Conference Meeting | | | | 151.00 | 151.00 |
| Other Assoc Business | | | | 476.25 | 476.25 |

**Ending Available Balance 1,325.25**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

**See additional tabs for "DETAIL" information.**

## Hours by Person

| **CBA effective 6/14/15 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| ACKERMAN, REBECCA ANN | | | | 1.00 |
| MITCHELL, GEOFFREY P | | | | 13.00 |
| MADISON, THOMAS | | | | 5.00 |
| SCOTTI, BARBARA SUZANNAH | | | | 3.00 |
| BROOKS, AARON | | | | 3.00 |
| DEBISH, AMY MARIE | | | | 4.00 |
| WATSON, ANNA K | | | | 4.00 |
| COPUS, JEREMY M | | | | 4.50 |
| LEONE, MICHAEL J | | | | 9.25 |
| JONES, CHRISTINE | | | | 15.00 |
| SCHULTZ, MARK A | | | | 15.00 |
| EICHLER, LYNN RAY | | | | 40.00 |
| DUFFEE, MICHAEL L | | | | 12.00 |
| KING, ZACHARIAH D | | | | 24.00 |
| POPE, GREGORY | | | | 61.00 |
| KESSLER, COITT R | | | | 24.00 |
| MAYO, BRUCE P | | | | 38.00 |
| GIBBON, STEVEN RUSSELL | | | | 70.00 |
| DENZER, DOUGLAS | | | | 77.00 |
| SMITH, RICHARD PATRICK | | | | 72.00 |
| POTVIN JR, LARRY ARTHUR | | | | 72.00 |
| NICKS, ROBERT S | | | | 443.00 |
| HOWARD, JEREMY R | | | | 5.00 |
| STEWART, CARRIE M | | | | 24.00 |
| BURNS, DARYL THOMAS | | | | 24.00 |
| VOCKE, THOMAS J | | | | 3.00 |
| DONELSON, ELIZABETH FORSYTH | | | | 9.00 |
| TOTAL | - | - | - | 1,074.75 |

COA0019

# Association Business Leave - 2018

**Quarterly Report**

**Q - Jan thru Mar**

Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)

## Hours by Month

**Begin Balance 6,600.00**

| | | Hrs used each Month Q1 | Q2 | Q3 | Q4 | Total Hrs Used TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | 629.00 | | | | 629.00 |
| 2017-02 | February | 247.75 | | | | 247.75 |
| 2017-03 | March | 405.25 | | | | 405.25 |
| 2017-04 | April | | | | | - |
| 2017-05 | May | | | | | - |
| 2017-06 | June | | | | | - |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | | - |
| 2017-11 | November | | | | | - |
| 2017-12 | December | | | | | - |
| | TOTAL | 1,282.00 | - | - | - | 1,282.00 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 5,318.00**

## Hours by Reason

| | |
|---|---|
| 2017 New Hours | 5,600.00 |
| Carry-forward up to 1,000 hrs from raiming 2016 balance | 1,000.00 |
| **Beginning Balance** | **6,600.00** |

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL **CBA effective 6/14/15 |
|---|---|---|---|---|---|
| Association President | 383.00 | | | | 383.00 |
| Addressing Cadet Class | | | | | - |
| Bargaining | | | | | - |
| Dispute Resolution Procedings | 2.00 | | | | 2.00 |
| Grievance Committee | | | | | - |
| Union Conference Meeting | 369.50 | | | | 369.50 |
| Other Assoc Business | 527.50 | | | | 527.50 |

**Ending Available Balance 5,318.00**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 6/14/15 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| BUHRKUHL, JAMES K | 3.00 | | | |
| BURNS, DARYL THOMAS | 6.00 | | | |
| CASARES, JEREMIAH M | 72.00 | | | |
| COPUS, JEREMY M | 8.50 | | | |
| CULVER, PRESTON TRUITT | 5.00 | | | |
| CURTIS, PRESTON | 48.00 | | | |
| DENZER, DOUGLAS | 91.00 | | | |
| DUFFEE, MICHAEL L | 27.50 | | | |
| EICHLER, LYNN RAY | 9.00 | | | |
| FINKENBINDER, ADAM J | 24.00 | | | |
| GIBBON, STEVEN RUSSELL | 35.00 | | | |
| HARMS, RHONDA L | 3.50 | | | |
| HOWARD, JEREMY R | 5.00 | | | |
| JONES, CHRISTINE | 66.50 | | | |
| JORDAN, ANDRE C | 32.00 | | | |
| KESSLER, COITT R | 48.00 | | | |
| KING, ZACHARIAH D | 24.00 | | | |
| LAMB, ROTH | 24.00 | | | |
| LIVORNESE, RYAN | 24.00 | | | |
| MAYO, BRUCE P | 48.00 | | | |
| MEYERS, RICHARD W | 3.50 | | | |
| MOREN, CHRISTOPHER | 24.00 | | | |
| NICKS, ROBERT S | 383.00 | | | |
| NORMAN, LYNDSEY E | 4.00 | | | |
| PHILLIPS, MICHAEL | 24.00 | | | |
| POPE, GREGORY | 51.00 | | | |
| RAMON, ANDREW | 48.00 | | | |
| RODRIGUEZ, ISAAC R | 5.50 | | | |
| SCHAEFER, VANESSA M | 26.00 | | | |
| SMITH, RICHARD PATRICK | 48.00 | | | |
| SPIDLE, DAVID | 1.00 | | | |
| STEWART, CARRIE M | 48.00 | | | |
| TELIHA, PETER D | 2.00 | | | |
| VOCKE, THOMAS J | 10.00 | | | |
| TOTAL | 1,282.00 | - | - | - |

COA0020

# Association Business Leave - 2017

**Quarterly Report**

**Q3 - Jan thru Sep**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 6,600.00**

| | | Hrs used each Month Q1 | Q2 | Q3 | Q4 | Total Hrs Used TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | 629.00 | | | | 629.00 |
| 2017-02 | February | 247.75 | | | | 247.75 |
| 2017-03 | March | 405.25 | | | | 405.25 |
| 2017-04 | April | | 560.00 | | | 560.00 |
| 2017-05 | May | | 250.75 | | | 250.75 |
| 2017-06 | June | | 545.00 | | | 545.00 |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | | - |
| 2017-11 | November | | | | | - |
| 2017-12 | December | | | | | - |
| | TOTAL | 1,282.00 | 1,355.75 | - | - | 2,637.75 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 3,962.25**

## Hours by Reason

| | | |
|---|---|---|
| | 2017 New Hours | 5,600.00 |
| | Carry-forward up to 1,000 hrs from raiming 2016 balance | 1,000.00 |
| | **Beginning Balance** | **6,600.00** |

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL **CBA effective 6/14/15 |
|---|---|---|---|---|---|
| Association President | 383.00 | 476.00 | | | 859.00 |
| Addressing Cadet Class | | 7.00 | | | 7.00 |
| Bargaining | | 3.00 | | | 3.00 |
| Dispute Resolution Procedings | 2.00 | | | | 2.00 |
| Grievance Committee | | | | | - |
| Union Conference Meeting | 369.50 | 261.25 | | | 630.75 |
| Other Assoc Business | 527.50 | 608.50 | | | 1,136.00 |

**Ending Available Balance 3,962.25**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 6/14/15 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| BALOGH, RANDY WILLIAM | - | 10.00 | | |
| BROOKS, CLINT | - | 24.00 | | |
| BUHRKUHL, JAMES K | 3.00 | - | | |
| BURNS, DARYL THOMAS | 6.00 | 11.00 | | |
| CASARES, JEREMIAH M | 72.00 | - | | |
| CLAMPITT, SEAN K | - | 24.00 | | |
| COPUS, JEREMY M | 8.50 | 19.00 | | |
| CULVER, PRESTON TRUITT | 5.00 | - | | |
| CURTIS, PRESTON | 48.00 | 8.50 | | |
| DENZER, DOUGLAS | 91.00 | 88.00 | | |
| DONELSON, ELIZABETH FORSYTH | - | 4.00 | | |
| DUFFEE, MICHAEL L | 27.50 | 65.25 | | |
| EICHLER, LYNN RAY | 9.00 | 24.00 | | |
| FINKENBINDER, ADAM J | 24.00 | - | | |
| GARCIA, ROBERT | - | 4.00 | | |
| GIBBON, STEVEN RUSSELL | 35.00 | 40.00 | | |
| HARMS, RHONDA L | 3.50 | - | | |
| HECK, JONATHAN | - | 6.00 | | |
| HEISER, RANDALL T | - | 48.00 | | |
| HOWARD, JEREMY R | 5.00 | 5.00 | | |
| JONES, CHRISTINE | 66.50 | 47.50 | | |
| JORDAN, ANDRE C | 32.00 | 8.00 | | |
| KALMUS, KEVIN | - | 24.00 | | |
| KESSLER, COITT R | 48.00 | 48.00 | | |
| KING, ZACHARIAH D | 24.00 | - | | |
| KIRK, CHAD | - | 5.00 | | |
| LAMB, ROTH | 24.00 | - | | |
| LEONE, MICHAEL J | - | 9.00 | | |
| LIVORNESE, RYAN | 24.00 | - | | |
| MAYO, BRUCE P | 48.00 | - | | |
| MCKINNEY, JOHN A | - | 4.50 | | |
| MEYERS, RICHARD W | 3.50 | - | | |
| MOBLEY, THOMAS E | - | 2.00 | | |
| MOREN, CHRISTOPHER | 24.00 | - | | |
| MURPHY, DEAN | - | 48.00 | | |
| NEANS, ADAM RAY | - | 24.00 | | |
| NICKS, ROBERT S | 383.00 | 476.00 | | |
| NOFFSINGER, DOYLE G | - | 3.00 | | |
| NORMAN, LYNDSEY E | 4.00 | - | | |
| PHILLIPS, MICHAEL | 24.00 | - | | |
| POPE, GREGORY | 51.00 | 62.50 | | |
| POTVIN JR, LARRY ARTHUR | - | 24.00 | | |
| RAMON, ANDREW | 48.00 | - | | |
| RODRIGUEZ, ISAAC R | 5.50 | - | | |
| SCHAEFER, VANESSA M | 26.00 | 5.00 | | |
| SMITH, RICHARD PATRICK | 48.00 | 24.00 | | |
| SPIDLE, DAVID | 1.00 | 36.50 | | |
| STEWART, BROCK | - | 10.00 | | |
| STEWART, CARRIE M | 48.00 | 31.00 | | |
| TELIHA, PETER D | 2.00 | - | | |
| VOCKE, THOMAS J | 10.00 | 19.00 | | |
| Wade,Brandon | - | 16.00 | | |
| WALLACE, JOSHUA B | - | 24.00 | | |
| WILKINS, TOMMY R | - | 24.00 | | |
| TOTAL | 1,282.00 | 1,355.75 | - | - |

COA0021

# Association Business Leave - 2017 (New CBA)

**Quarterly Report**

**Q4 - Oct thru Dec**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 2,400.00**

| | | Hrs used each Month Total Hrs Used Q1 | Q2 | Q3 | Q4 | TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | | | | | - |
| 2017-02 | February | | | | | - |
| 2017-03 | March | | | | | - |
| 2017-04 | April | | | | | - |
| 2017-05 | May | | | | | - |
| 2017-06 | June | | | | | - |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | 566.25 | 566.25 |
| 2017-11 | November | | | | 262.00 | 262.00 |
| 2017-12 | December | | | | 246.50 | 246.50 |
| | TOTAL | - | - | - | 1,074.75 | 1,074.75 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 1,325.25**

## Hours by Reason

**2017 New Hours 2,400.00**

Carry-forward up to 1,000 hrs from raiming 2016 balance -

**Beginning Balance 2,400.00**

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL **CBA effective 6/14/15 |
|---|---|---|---|---|---|
| Association President | | | | 443.00 | 443.00 |
| Addressing Cadet Class | | | | 4.50 | 4.50 |
| Bargaining | | | | | - |
| Dispute Resolution Procedings | | | | | - |
| Grievance Committee | | | | | - |
| Union Conference Meeting | | | | 151.00 | 151.00 |
| Other Assoc Business | | | | 476.25 | 476.25 |

**Ending Available Balance 1,325.25**

Data Source : BC System

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 10/1/2017 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| ACKERMAN, REBECCA ANN | | | | 1.00 |
| MITCHELL, GEOFFREY P | | | | 13.00 |
| MADISON, THOMAS | | | | 5.00 |
| SCOTTI, BARBARA SUZANNAH | | | | 3.00 |
| BROOKS, AARON | | | | 3.00 |
| DEBISH, AMY MARIE | | | | 4.00 |
| WATSON, ANNA K | | | | 4.00 |
| COPUS, JEREMY M | | | | 4.50 |
| LEONE, MICHAEL J | | | | 9.25 |
| JONES, CHRISTINE | | | | 15.00 |
| SCHULTZ, MARK A | | | | 15.00 |
| EICHLER, LYNN RAY | | | | 40.00 |
| DUFFEE, MICHAEL L | | | | 12.00 |
| KING, ZACHARIAH D | | | | 24.00 |
| POPE, GREGORY | | | | 61.00 |
| KESSLER, COITT R | | | | 24.00 |
| MAYO, BRUCE P | | | | 38.00 |
| GIBBON, STEVEN RUSSELL | | | | 70.00 |
| DENZER, DOUGLAS | | | | 77.00 |
| SMITH, RICHARD PATRICK | | | | 72.00 |
| POTVIN JR, LARRY ARTHUR | | | | 72.00 |
| NICKS, ROBERT S | | | | 443.00 |
| HOWARD, JEREMY R | | | | 5.00 |
| STEWART, CARRIE M | | | | 24.00 |
| BURNS, DARYL THOMAS | | | | 24.00 |
| VOCKE, THOMAS J | | | | 3.00 |
| DONELSON, ELIZABETH FORSYTH | | | | 9.00 |
| TOTAL | - | - | - | 1,074.75 |

# Association Business Leave - 2018

**Quarterly Report**

**Q1 - Jan thru Mar**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 6,600.00**

| | | Hrs used each Month Q1 | Total Hrs Used Q2 | Q3 | Q4 | TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | 629.00 | | | | 629.00 |
| 2017-02 | February | 247.75 | | | | 247.75 |
| 2017-03 | March | 405.25 | | | | 405.25 |
| 2017-04 | April | | | | | - |
| 2017-05 | May | | | | | - |
| 2017-06 | June | | | | | - |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | | - |
| 2017-11 | November | | | | | - |
| 2017-12 | December | | | | | - |
| | TOTAL | 1,282.00 | - | - | - | 1,282.00 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 5,318.00**

## Hours by Reason

**2017 New Hours 5,600.00**

**Carry-forward up to 1,000 hrs from raiming 2016 balance 1,000.00**

**Beginning Balance 6,600.00**

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL |
|---|---|---|---|---|---|
| | | | | | **CBA effective 6/14/15 |
| Association President | 383.00 | | | | 383.00 |
| Addressing Cadet Class | | | | | - |
| Bargaining | | | | | - |
| Dispute Resolution Procedings | 2.00 | | | | 2.00 |
| Grievance Committee | | | | | - |
| Union Conference Meeting | 369.50 | | | | 369.50 |
| Other Assoc Business | 527.50 | | | | 527.50 |

**Ending Available Balance 5,318.00**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 10/1/2017 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| BUHRKUHL, JAMES K | 3.00 | | | |
| BURNS, DARYL THOMAS | 6.00 | | | |
| CASARES, JEREMIAH M | 72.00 | | | |
| COPUS, JEREMY M | 8.50 | | | |
| CULVER, PRESTON TRUITT | 5.00 | | | |
| CURTIS, PRESTON | 48.00 | | | |
| DENZER, DOUGLAS | 91.00 | | | |
| DUFFEE, MICHAEL L | 27.50 | | | |
| EICHLER, LYNN RAY | 9.00 | | | |
| FINKENBINDER, ADAM J | 24.00 | | | |
| GIBBON, STEVEN RUSSELL | 35.00 | | | |
| HARMS, RHONDA L | 3.50 | | | |
| HOWARD, JEREMY R | 5.00 | | | |
| JONES, CHRISTINE | 66.50 | | | |
| JORDAN, ANDRE C | 32.00 | | | |
| KESSLER, COITT R | 48.00 | | | |
| KING, ZACHARIAH D | 24.00 | | | |
| LAMB, ROTH | 24.00 | | | |
| LIVORNESE, RYAN | 24.00 | | | |
| MAYO, BRUCE P | 48.00 | | | |
| MEYERS, RICHARD W | 3.50 | | | |
| MOREN, CHRISTOPHER | 24.00 | | | |
| NICKS, ROBERT S | 383.00 | | | |
| NORMAN, LYNDSEY E | 4.00 | | | |
| PHILLIPS, MICHAEL | 24.00 | | | |
| POPE, GREGORY | 51.00 | | | |
| RAMON, ANDREW | 48.00 | | | |
| RODRIGUEZ, ISAAC R | 5.50 | | | |
| SCHAEFER, VANESSA M | 26.00 | | | |
| SMITH, RICHARD PATRICK | 48.00 | | | |
| SPIDLE, DAVID | 1.00 | | | |
| STEWART, CARRIE M | 48.00 | | | |
| TELIHA, PETER D | 2.00 | | | |
| VOCKE, THOMAS J | 10.00 | | | |
| TOTAL | 1,282.00 | - | - | - |

# Association Business Leave - 2018

**Quarterly Report**

**Q2 - Jan thru July**

**Any discrepancies need to be identified and submitted in writing (via email) to AFD Payroll within 14-days of receipt of this report. Corrections involving unauthorized use of ABL must be accompanied by the affected members' request for personal leave (vacation, exception vacation, personal holiday)**

## Hours by Month

**Begin Balance 6,600.00**

| | | Hrs used each Month Q1 | Q2 | Q3 | Q4 | Total Hrs Used TOTAL |
|---|---|---|---|---|---|---|
| 2017-01 | January | 629.00 | | | | 629.00 |
| 2017-02 | February | 247.75 | | | | 247.75 |
| 2017-03 | March | 405.25 | | | | 405.25 |
| 2017-04 | April | | 560.00 | | | 560.00 |
| 2017-05 | May | | 250.75 | | | 250.75 |
| 2017-06 | June | | 545.00 | | | 545.00 |
| 2017-07 | July | | | | | - |
| 2017-08 | August | | | | | - |
| 2017-09 | September | | | | | - |
| 2017-10 | October | | | | | - |
| 2017-11 | November | | | | | - |
| 2017-12 | December | | | | | - |
| | TOTAL | 1,282.00 | 1,355.75 | - | - | 2,637.75 |

*RED indicates change from previous report due to hours reported AFTER report generated*

**Ending Available Balance 3,962.25**

## Hours by Reason

**2017 New Hours 5,600.00**

**Carry-forward up to 1,000 hrs from raiming 2016 balance 1,000.00**

**Beginning Balance 6,600.00**

| | Q1-Used | Q2-Used | Q3-Used | Q4-Used | TOTAL **CBA effective 6/14/15 |
|---|---|---|---|---|---|
| Association President | 383.00 | 476.00 | | | 859.00 |
| Addressing Cadet Class | | 7.00 | | | 7.00 |
| Bargaining | | 3.00 | | | 3.00 |
| Dispute Resolution Procedings | 2.00 | | | | 2.00 |
| Grievance Committee | | | | | - |
| Union Conference Meeting | 369.50 | 261.25 | | | 630.75 |
| Other Assoc Business | 527.50 | 608.50 | | | 1,136.00 |

**Ending Available Balance 3,962.25**

**Data Source : BC System**

AFD Payroll Department has made a reasonable effort to ensure that the accompanying information is up-to-date, accurate, complete, and comprehensive at the time of disclosure. These records reflect data as reported through the BC Timekeeping system (including Banner Payroll system) for the reporting period indicated. These records are a true and accurate representation of the data on file at AFD. Authenticated information is accurate only as of the time of compilation.

See additional tabs for "DETAIL" information.

## Hours by Person

| **CBA effective 10/1/2017 | Q1 Jan-Mar | Q2 Apr-Jun | Q3 Jul-Sep | Q4 Oct-Dec |
|---|---|---|---|---|
| BALOGH, RANDY WILLIAM | - | 10.00 | | |
| BROOKS, CLINT | - | 24.00 | | |
| BUHRKUHL, JAMES K | 3.00 | - | | |
| BURNS, DARYL THOMAS | 6.00 | 11.00 | | |
| CASARES, JEREMIAH M | 72.00 | - | | |
| CLAMPITT, SEAN K | - | 24.00 | | |
| COPUS, JEREMY M | 8.50 | 19.00 | | |
| CULVER, PRESTON TRUITT | 5.00 | - | | |
| CURTIS, PRESTON | 48.00 | 8.50 | | |
| DENZER, DOUGLAS | 91.00 | 88.00 | | |
| DONELSON, ELIZABETH FORSYTH | - | 4.00 | | |
| DUFFEE, MICHAEL L | 27.50 | 65.25 | | |
| EICHLER, LYNN RAY | 9.00 | 24.00 | | |
| FINKENBINDER, ADAM J | 24.00 | - | | |
| GARCIA, ROBERT | - | 4.00 | | |
| GIBBON, STEVEN RUSSELL | 35.00 | 40.00 | | |
| HARMS, RHONDA L | 3.50 | - | | |
| HECK, JONATHAN | - | 6.00 | | |
| HEISER, RANDALL T | - | 48.00 | | |
| HOWARD, JEREMY R | 5.00 | 5.00 | | |
| JONES, CHRISTINE | 66.50 | 47.50 | | |
| JORDAN, ANDRE C | 32.00 | 8.00 | | |
| KALMUS, KEVIN | - | 24.00 | | |
| KESSLER, COITT R | 48.00 | 48.00 | | |
| KING, ZACHARIAH D | 24.00 | - | | |
| KIRK, CHAD | - | 5.00 | | |
| LAMB, ROTH | 24.00 | - | | |
| LEONE, MICHAEL J | - | 9.00 | | |
| LIVORNESE, RYAN | 24.00 | - | | |
| MAYO, BRUCE P | 48.00 | - | | |
| MCKINNEY, JOHN A | - | 4.50 | | |
| MEYERS, RICHARD W | 3.50 | - | | |
| MOBLEY, THOMAS E | - | 2.00 | | |
| MOREN, CHRISTOPHER | 24.00 | - | | |
| MURPHY, DEAN | - | 48.00 | | |
| NEANS, ADAM RAY | - | 24.00 | | |
| NICKS, ROBERT S | 383.00 | 476.00 | | |
| NOFFSINGER, DOYLE G | - | 3.00 | | |
| NORMAN, LYNDSEY E | 4.00 | - | | |
| PHILLIPS, MICHAEL | 24.00 | - | | |
| POPE, GREGORY | 51.00 | 62.50 | | |
| POTVIN JR, LARRY ARTHUR | - | 24.00 | | |
| RAMON, ANDREW | 48.00 | - | | |
| RODRIGUEZ, ISAAC R | 5.50 | - | | |
| SCHAEFER, VANESSA M | 26.00 | 5.00 | | |
| SMITH, RICHARD PATRICK | 48.00 | 24.00 | | |
| SPIDLE, DAVID | 1.00 | 36.50 | | |
| STEWART, BROCK | - | 10.00 | | |
| STEWART, CARRIE M | 48.00 | 31.00 | | |
| TELIHA, PETER D | 2.00 | - | | |
| VOCKE, THOMAS J | 10.00 | 19.00 | | |
| Wade,Brandon | - | 16.00 | | |
| WALLACE, JOSHUA B | - | 24.00 | | |
| WILKINS, TOMMY R | - | 24.00 | | |
| TOTAL | 1,282.00 | 1,355.75 | - | - |

**Exhibit 15**

Stephanie

# AGREEMENT

# BETWEEN

# THE CITY OF AUSTIN

# AND

# THE AUSTIN PROFESSIONAL FIREFIGHTERS ASSOCATION

FINAL DRAFT 2/19/97

## ARTICLE 10

## ASSOCIATION BUSINESS LEAVE

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

Up to nine (9) Authorized Association Representatives designated to participate on behalf of the Association in "Meet and Confer" negotiations shall be permitted to have paid time off to attend scheduled "Meet and Confer" negotiating sessions between the Association and the City, under the conditions specified in this Article.

The Fire Chief may award paid time off for activities that directly support the mission of the Department. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, State, or national level. Prior to taking any such paid time off, all requests for such time must be submitted to and approved by the Fire Chief and the Authorized Association Representative's supervisor, who shall consider the operational impact of granting the request for paid time off. Requests for paid time off shall be made as far in advance as is practicable, so as to permit scheduling of a substitute, if a substitute is necessary.

**Section 2. Funding of Paid Time Off.**

When time off for Association business is approved by the Fire Chief and by the employee's supervisor, Authorized Association Representative(s) may have paid time off to conduct official Association business in the form of vacation time donated by other employees covered by this Agreement. The Association shall establish a procedure whereby vacation time may be donated and used, and shall track utilization of the donated vacation time. This procedure shall be reviewed and approved by the Fire Chief before it is implemented. No cash payout will be

permitted for any vacation time donated for Association business leave. All requests for use of donated vacation will also be subject to approval of the Department Command Staff.

In the event donated vacation time is not available for use by the Authorized Association Representative(s) for official Association business, the Association may choose to directly pay for another employee's time, so that the Authorized Association Representative(s) may conduct official Association business. The Association shall maintain a pool of qualified employees who are agreeable to working in the place of the Authorized Association Representative. The Association will directly pay that employee, less applicable deductions, for any time so worked. Before any substitution can occur under this Section, the supervisor involved must approve the paid trade in the same manner as he approves a regular trade, subject to review and approval of the Fire Chief. In the event the paid trade results in a "no show," the Authorized Association Representative will be required to work the amount of time agreed to in the paid trade. The Association will be responsible for withholding and paying any applicable taxes on any amounts paid under this Section, and shall agree to indemnify the City in the event the City is required to pay any charge or penalty as a result of the operation of this paid time off program.

**Section 3. Limits on Use of Paid Time Off**

Except for the Association President, no Authorized Association Representative(s) may receive more than 120 hours per calendar year of donated vacation time and/or time off paid for by the Association. The Association President shall be permitted to receive up to 200 hours per calendar year of of donated vacation time and/or time off paid for by the Association. In the event that more than 200 hours of paid time off is required by the Association President, he may request permission from his supervisor and the Fire Chief for additional paid time off.

**Section 4. Preemption of Chapter 143.**

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions, as authorized by Section 143.307 of the TEXAS LOCAL GOVERNMENT CODE.

**Exhibit 16**

# Collective Bargaining Agreement

# Between

# The City of Austin

# And

# The Austin Association of Professional Fire Fighters

Effective December 1, 2005 through September 30, 2008

Final 10-27-05

# Article 10

## Association Business Leave

**Section 1. Association Business Leave.**

A. **Creation of Association Business Leave.** Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

B. **Permitted Uses of ABL.** ABL may be used for activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, State, or national level.

C. **Written request required.** All requests for ABL must be in writing and submitted at least 3 days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

D. **Approval of ABL requests.** The Fire Chief or the Fire Chief's designee will approve timely ABL requests.

**Section 2. Funding of the Association Business Leave Pool.**

**A. Manner of Funding.**

The City will contribute two (2) hours for each fire fighter who is covered by this Agreement. The initial City contributions will be credited to the ABL pool within ten (10) working days after the date that this Agreement is ratified. In subsequent years of this Agreement, the City contributions will be credited to the ABL pool at the beginning of each fiscal year.

**B. Administration of Pool**. Any hours remaining at the end of a fiscal year

(September 30) will remain in the pool for use in the following year. Hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

**Section 3. Association Negotiating Leave.**

Up to nine (9) Authorized Association Representatives designated to participate on behalf of the Association in collective bargaining negotiations for the successor to this Agreement shall be granted administrative leave, to attend scheduled collective bargaining negotiating sessions between the Association and the City. This time shall not be deducted from the ABL pool, and is not subject to the approval/disapproval process in this Article.

**Section 4. Use of Association Business Leave by Association President.**

The Association President shall be permitted up to 2080 hours per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. This time shall not be deducted from the ABL pool, and is not subject to the approval/disapproval process in this Article. The Association President will not be entitled to overtime pay from the City for any hours while on ABL status. The Association President may at any time be required to return to duty in an emergency, and may also be assigned to special projects at the discretion of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

**Section 5. Administration.**

Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

**Section 6. Indemnity.**

The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the City or any Department of the City for any purpose of complying with provision of this Article.

**Exhibit 17**

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUSTIN

AND

AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975

EFFECTIVE _____, 2009

**Section 7. Retirement Contributions.**

A. Beginning with the first pay period in Fiscal Year 2010-2011, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 19.05%.

B. Beginning with the first pay period in Fiscal Year 2011-2012, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 20.05%.

C. Beginning with the first pay period in Fiscal Year 2012-2013, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 21.05%. Effective the 25th pay period of Fiscal Year 2012-2013, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 22.05%.

D. The City agrees that the statute governing the Austin Fire Fighters Relief and Retirement Fund should be amended to incorporate the increased contribution rates provided in this Agreement.

**Section 8. Pre-Emption**

It is expressly understood and agreed that this Article shall preempt any provisions of any State statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Article and the procedures developed hereunder, including but not limited to any conflicting provisions of Texas Local Government Code Chapters 141, 142, and 143, and more specifically, any conflicting provision in Sections 141.032, 141.033, and 143.041-143.044.

## ARTICLE 10
## ASSOCIATION BUSINESS LEAVE

**Section 1. Association Business Leave.**

**A. Creation of Association Business Leave.** Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

**B. Permitted Uses of ABL.**

(1) The Association President may use ABL for any lawful activities consistent with the Association's purposes.

(2) For other Authorized Association Representatives, ABL may be used for activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. Association business is defined as time spent in Collective Bargaining negotiations; adjusting grievances, attending dispute resolution proceedings, addressing cadet classes during cadet training (with prior approval of the time and content by the Fire Chief, or his/her designee), and attending union conferences and meetings. It is specifically understood and agreed that

Association pool time shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of Association pool time for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association pool time shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association pool time shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association pool time shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program. No Association pool time shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's vacation time for legislative and/or political activities.

**C. Written request required.** All requests for ABL must be in writing and submitted at least 3 business days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

**D. Approval of ABL requests.** The Fire Chief or the Fire Chief's designee shall approve timely ABL requests, subject only to the operational needs of the Department.

**Section 2. Funding and Administration of the Association Business Leave Pool.**

**A. Manner of Funding.** Each year during the term of this Agreement, during the first ten (10) days of the calendar year, the City will contribute 5,600 hours of Association Business Leave to a pool of leave time which may used in accordance with this Article. The City will track deductions from the pool as Association Business Leave is used.

**B. Administration of Pool.** Up to one thousand (1,000) hours remaining at the end of a calendar year will remain in the pool for use in the following year. However, at no time may the pool exceed sixty six hundred (6,600) hours. Up to one thousand (1000) hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

**C. Use of Association Business Leave by Association President.** The Association President shall be permitted up to 2080 hours of Association Business Leave from the pool balance per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. The Association President shall account for all leave time taken under such status through the Fire Chief's office and such time shall be subtracted from the Association leave pool. The Association President will not be entitled to overtime pay from the City for any hours using ABL leave. The Association President may at any time be required to return to duty if an emergency situation exists. The Association President may also be assigned to any special projects at the discretion of the Fire Chief. The pool balance will not be reduced by any hours that

the President actually works at the direction of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

**D. Administrative Procedures.** Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

**Section 3. Indemnification.**

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

## ARTICLE 11
## SHARED COMMUNICATIONS BETWEEN CITY & ASSOCIATION

**Section 1. Need for Shared Communications.**

The parties have agreed that there may be times when shared communications will be necessary and desirable. When those occasions occur, the parties have agreed to certain principles, as detailed in this Article.

**Section 2. Principles and Goals of Shared Communications.**

**A. Avoidance of Personal Attacks.** Whenever Fire Department management or the Association finds it desirable to communicate with members of the Department or the public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

**B. Co-sponsored events.** It is also a goal of shared communications that Fire Department management and the Association will identify and participate in co-sponsored events.

**C. Association representation on Department Committees.** Finally, it is a goal that the Association locate and assign Association representatives to Fire Department committees established by the Fire Chief to advise on policies or working conditions.

**Section 3. Shared Communications Systems.**

**A. Association Bulletin Boards.** The Association shall be permitted to use Association bulletin boards located at Fire Department work sites, after approval of placement and number by the Fire Chief. The Association's bulletin boards will be monitored by both Association station stewards and by station officers for content. The following Guidelines shall apply to materials posted on the bulletin boards:

**Exhibit 18**

NO. D-1-GN-16-004307

| | | |
|---|---|---|
| MARK PULLIAM AND JAY WILEY,<br>Plaintiffs, | § | IN THE DISTRICT COURT |
| & | § | |
| THE STATE OF TEXAS,<br>Intervenor, | § | |
| v. | § | TRAVIS COUNTY, TEXAS |
| CITY OF AUSTIN, TEXAS;<br>MARC A. OTT, IN HIS OFFICIAL CAPACITY AS CITY MANAGER OF THE CITY OF AUSTIN; AND AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975,<br>Defendants. | § | 419TH JUDICIAL DISTRICT |

**DEFENDANTS CITY OF AUSTIN AND CITY MANAGER'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' SECOND SET OF INTERROGATORIES**

To: Plaintiffs, by and through their attorneys of record, Robert Henneke, Texas Public Policy Foundation, 901 Congress Avenue, Austin, Texas 78701 and Scharf-Norton Center for Constitutional Litigation at the Goldwater Institute, 500 East Coronado Road, Phoenix, Arizona 85004.

Pursuant to the Texas Rules of Civil Procedure, the City of Austin and City Manager Marc Ott (collectively, "City") serve the following objections and responses to Plaintiffs' Second Set of Interrogatories. The City reserves the right to amend and/or supplement these responses.

RESPECTFULLY SUBMITTED,

ANNE L. MORGAN, CITY ATTORNEY

MEGHAN RILEY, CHIEF OF LITIGATION

*/s/ Hannah M. Vahl*
Hannah M. Vahl
Assistant City Attorney
State Bar No. 24082377
Hannah.vahl@austintexas.gov
City of Austin Law Department

P.O. Box 1546
Austin, Texas 78767-1546
Telephone: (512) 974-2346
Facsimile: (512) 974-1311
**ATTORNEYS FOR DEFENDANTS CITY OF AUSTIN AND CITY MANAGER MARC OTT**

## CERTIFICATE OF SERVICE

I certify that on July 27, 2018, I served a copy of the foregoing document on the parties of record in compliance with the Texas Rules of Civil Procedure, as follows:

**Via Email**:

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rhenneke@texaspolicy.com
Chance Weldon
cweldon@texaspolicy.com
TEXAS PUBLIC POLICY FOUNDATION
901 Congress Avenue
Austin, Texas 78701

Jonathan Riches
Aditya Dynar
litigation@goldwaterinstitute.org
SCHARF-NORTON CENTER FOR CONSTITUTIONAL LITIGATION AT THE GOLDWATER INSTITUTE
500 East Coronado Road
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**ATTORNEYS FOR INTERVENOR AUSTIN FIRE ASSOCIATION, LOCAL 975**

*/s/ Hannah M. Vahl*
Hannah M. Vahl

**DEFENDANTS CITY AND CITY MANAGER'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' SECOND SET OF INTERROGATORIES**

**INTERROGATORY NO. 1:** Identify all collective bargaining agreements between the City and the Austin Firefighters Association Local 975 ("AFA"), or any predecessor organization, setting forth wages, hours, and terms and conditions of employment agreed to prior to the 2017 Collective Bargaining Agreement ("CBA") that is the subject matter of this lawsuit.

**RESPONSE**: The 1997 and 1999 Meet and Confer Agreements and the 2005, 2009, and 2015 Collective Bargaining Agreements.

**INTERROGATORY NO. 2:** Identify all documents that detail, record, or otherwise document the use of Association Business Leave ("ABL") release time by the public employees who are encompassed within the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, the City is in possession of paper and electronic copies of ABL requests, accounting spreadsheets, and reports on leave balance.

**INTERROGATORY NO. 3:** Identify all policies and procedures related to the use of ABL release time under the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, AFD Policy E111.2 and E102.2 relate to the use of ABL release time under the CBA. In addition, special orders promulgated in 2010 and 2013 also relate to the use of ABL.

**INTERROGATORY NO. 4:** Identify all documents that were exchanged with, or provided to, the AFA in connection with negotiations over the ABL release time provisions of the CBA.

**RESPONSE**: The City objects to this interrogatory as overly broad. The City further objects to this interrogatory as not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible evidence. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Additionally, how the ABL release time provisions of the CBA were negotiated is not relevant to the issue of whether there was a bargained-for exchange for the CBA as a whole. Subject to and without waiver of the foregoing objections, the City and AFA exchanged various drafts of the CBA. *See, e.g.*, COA 449–450 and COA 451–452.

**INTERROGATORY NO. 5:** Identify all documents that were presented to or considered by the Austin City Council in connection with its decision to adopt the CBA.

**RESPONSE**: The City objects to this interrogatory as overly broad to the extent that it seeks identification of documents that were not formally made part of the City Council's materials. The City further objects to this interrogatory as not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible evidence. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiver of the foregoing objection, the CBA was presented to the City Council for review and ratification. In addition, the Council receives privileged briefings from the law department regarding any proposed collective bargaining agreements.

**INTERROGATORY NO. 6:** What is the monetary value of ABL release time hours in the CBA?

**RESPONSE**: The City objects to this interrogatory as not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible evidence. The value of the ABL release time provision is not relevant to the issue of whether there was a bargained-for exchange for the CBA as a whole. The City further objects to this interrogatory as unduly burdensome as the City anticipates such calculation would require a calculation of what each firefighter who is approved for ABL earns, which differs by seniority and rank, metrics which may vary over time.

**INTERROGATORY NO. 7:** Identify any and all lobbying activities conducted by employees using ABL release time hours under the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. Plaintiffs' claims have already been decided. Even if they have not, they may be decided on the pleadings alone.

**INTERROGATORY NO. 8:** Identify any and all political activities conducted by employees using ABL release time hours under the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. Plaintiffs' claims have already been decided. Even if they have not, they may be decided on the pleadings alone.

**INTERROGATORY NO. 9:** Is the City liable for actions taken by Austin firefighters while on ABL release time to the same extent it is liable for actions taken by Austin firefighters while not on ABL release time?

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already

been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiver of the foregoing objections, yes, if the firefighter is acting in his official capacity as a city employee while performing a specific act.

**INTERROGATORY NO. XX:** In the event a City employee was injured while on ABL release time, would the employee be entitled to workers compensation coverage by the City or otherwise covered by the City's insurance policies for workplace injuries?

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiver of the foregoing objections, it would depend on the determination made by the City's third party worker's compensation administrator and city risk management based on the particular facts and circumstances.

**INTERROGATORY NO. 10:** Identify any activities the AFA President has performed for the City that are unrelated to AFA union activities.

**RESPONSE**: The City objects to this interrogatory as vague, overly broad, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of admissible information. This interrogatory is not limited to activities performed by the AFA President while on ABL during a reasonable time period and instead asks generally about any activities that any AFA President has performed for the City during the over 20-year period ABL has been in place. Additionally, the claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone

**INTERROGATORY NO. 11:** Identify any requests made by AFA or its President to perform non-AFA union activities while on ABL release time and any City response thereto.

**RESPONSE**: The City objects to this interrogatory as vague, as the AFA does not use ABL; only AFA *members* use ABL. The City further objects to this interrogatory as overly broad and unduly burdensome as it appears to inquire over a more than 20-year period. The City further objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone

**INTERROGATORY NO. 12:** Identify any records or accounting AFA is obligated to provide the City while using ABL release time hours.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. The City also objects to this interrogatory as vague, as the AFA does not use ABL; only AFA *members* use ABL.

Subject to and without waiver of the foregoing objections, AFA is obligated to provide the City records of the actual number of hours of ABL used.

**INTERROGATORY NO. 13:** Identify any records the City maintains that provide an accounting of the use of ABL release time hours.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, the City is in possession of paper and electronic copies of ABL requests, accounting spreadsheets, and reports on leave balance.

**INTERROGATORY NO. 14:** Identify the policies the City follows to ensure control over the use of ABL release time hours.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, AFD Policy E111.2 and E102.2 relate to the use of ABL release time under the CBA. In addition, special orders promulgated in 2010 and 2013 also relate to the use of ABL.

**INTERROGATORY NO. 15:** Identify the "HQ support staff" to whom requests for use of ABL release time must be submitted as referenced in Article 10, Section 1(C) of the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, the Assistant Chief who oversees the Operations Division and the Contract Compliance Manager.

**INTERROGATORY NO. 16:** Identify all written requests for ABL release time made by public employees under the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. The City further objects to this interrogatory as overly broad and unduly burdensome as it appears to inquire over a more than 20-year period. Subject to and without waiving the foregoing objections, the City is in possession of paper and electronic copies of ABL requests.

**INTERROGATORY NO. 17:** Identify all City approvals or denials of written requests for ABL release time made by public employees under the CBA.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. The City further objects to this interrogatory as overly broad and unduly burdensome as it appears to inquire over a more than 20-year period. Subject to and without waiving the foregoing objections, the City is in possession of paper and electronic copies of ABL requests.

**INTERROGATORY NO. 18:** State your position on the meaning of "Association business activities that directly support the mission of…the Association" as reflected in Article 10, Section 1(B)(2) of the CBA.

**RESPONSE**: The AFA is an organization that represents firefighters to deal with the City as an employer concerning grievances, labor disputes and conditions of employment affecting those firefighters. Activities by the AFA in connection with Article 10 are those that support their role as an employee organization.

**INTERROGATORY NO. 19:** State your position on the meaning of "any lawful Association business activities consistent with the Association's purposes" as reflected in Article 10, Sections 1(B)(1) and 2(C) of the CBA.

**RESPONSE**: "Any lawful association business activities consistent with the Association's purposes" includes those authorized by Article 10 that do not violate the Agreement itself, or a local, state or federal law.

**INTERROGATORY NO. 20:** State your understanding of whether any activities conducted by release time employees have changed from prior collective bargaining agreements to the 2017 Agreement.

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case and not reasonably calculated to lead to the discovery of admissible information. The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings alone. Subject to and without waiving the foregoing objections, it is the City's understanding that the role of the AFA and the activities of firefighters using ABL has not changed in a material way since the first Meet and Confer Agreement was ratified in 1997.

**INTERROGATORY NO. 21:** State your understanding of the fiduciary duties, if any, the release time employees owe to the City and its taxpayers

**RESPONSE**: The City objects to this interrogatory on the ground that the discovery sought is not proportional to the needs of the case, not relevant, and not reasonably calculated to lead to the discovery of admissible information. Plaintiffs are not asserting a claim against City employees for breach of fiduciary duties in this litigation. Additionally, The claim that ABL violates the Gift Clause has already been decided. Even if it has not, it may be decided on the pleadings aloneThe City further objects to this interrogatory as vague and overly broad in that it

is not clearly limited to fiduciary duties, if any, owed by employees with respect to the usage of ABL.

**VERIFICATION**

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared AARON WOOLVERTON, who has proven to me to be the person whose name is subscribed to the foregoing instrument, and after being duly sworn by me, stated under oath that he has read the answers contained in Defendants City of Austin and City Manager's Objections and Responses to Plaintiffs' Second Set of Interrogatories. He is familiar with the facts stated therein and knows the answers to those interrogatories, except for those setting forth legal contentions, to be true and correct based on his knowledge or information provided to him by other persons.

AARON WOOLVERTON

SWORN TO AND SUBSCRIBED BEFORE ME on this 30 day of July 2018, to certify which witness my hand and seal of office.

Notary Public, State of Texas

CARLYN K. CHENEY
Notary Public, State of Texas
Comm. Expires 06-08-2021
Notary ID 10417818

# Exhibit 19




# CITY OF AUSTIN

# PERSONNEL POLICIES

For Non-Civil Service Personnel
Includes Index to Amendments since 1996
Issued December 2016

PLA 141

**MEMORANDUM**

TO: Non-Civil Service Employees

FROM: Joya Hayes, Director of Human Resources and Civil Service

SUBJECT: Personnel Policies

The Personnel Policies are divided into two chapters; Chapter A for Non-Civil Service and Chapter B for Civil Service. This Personnel Policies Manual contains policies for City of Austin Non-Civil Service employees. Future amendments to the policies will be distributed for inclusion in this manual.

These policies are not a legal contract of employment. The policies do provide information that will assist you in your job.

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable accommodation and equal access to communications will be provided upon request.

We congratulate you on your chosen field as a City of Austin public servant and wish you great success.

Joya Hayes
Director
Human Resources and Civil Service

Main Number for the Human Resources Department (HRD): 512-974-3400
HRD Web site: **http://cityspace.ci.austin.tx.us/departments/hrm**

**PREAMBLE**

These Personnel Policies are approved by the City Manager and the Austin City Council as provided in Article IX, Section 3 of the Charter of the City of Austin. Chapter A of these Policies applies to non-Civil Service employees who, as affirmed by the citizens of Austin in a 1993 referendum, are at-will employees. Chapter B of these Policies applies to Police, Fire Department and EMS Civil Service employees who are covered by the Civil Service Act in Chapter 143 of the Texas Local Government Code.

The purpose of these policies is to provide a set of principles for establishing and maintaining harmonious and productive City employee relationships in the conduct of City business.

The fundamental objectives of good personnel administration as supported by these policies include:

1. To promote and increase effectiveness, efficiency, and high quality performance in the service of the City through systematic performance planning and review.

2. To provide for fair and equal treatment of applicants and employees in accordance with appropriate legislation and judicial mandates.

3. To provide a program of recruitment, selection, and advancement that is based on qualifications and demonstrated performance in order to make the service of the City attractive as a career and encourage each employee to render his/her best services to the City.

4. To establish and maintain an equitable and uniform plan of position classification and compensation based upon the relative duties and responsibilities of positions in the service of the City.

5. To motivate employees to work toward the goals of the City administration by providing optimum working environments and relationships, and opportunities for achievement, recognition, and growth.

6. To safeguard the employee's right to be treated with respect, dignity, equity, and fairness.

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* Policies related to compensation are dependent on City Council approval of the Budget on an annual basis. For current information, contact the Employee Relations Division of the Human Resources Department.

## CHAPTER A: NON-CIVIL SERVICE EMPLOYEES

The City of Austin is committed to providing a workplace where all employees are valued and treated with respect and dignity. All City employees should share in that commitment and responsibility to one another. These Personnel Policies are meant to help define a common set of policies and expectations that will serve to guide and support City Employees in the collective effort to best serve citizens, businesses, and fellow employees.

### I. CONDITIONS OF WORK

#### A. EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Austin is committed to Equal Employment Opportunity and anti-discrimination. Discrimination, Harassment, and Retaliation based upon a protected class, in any form, as defined in federal, state or local law/ordinance, will not be tolerated. Protected classes include race, color, religion, creed, sex, gender, pregnancy status, genetic information, sexual orientation, gender identity, national origin, ethnicity, age, disability, and veteran status or other legally protected class.

Every employee is responsible for maintaining a professional environment free of discrimination, harassment, and retaliation, and for bringing to the City's attention conduct that interferes with providing a work environment free of discrimination, harassment and retaliation.

Findings of discrimination, harassment, or retaliation against an employee may result in discipline up to and including discharge.

##### 1. Discrimination

The City is committed to providing a work environment that is free of discrimination. Discrimination is the unequal or different treatment of an individual in any employment and/or personnel action on the basis of a protected class.

Departments and Offices shall implement this policy through uniform and consistent employment practices. As an Equal Employment Opportunity (EEO) employer, the City will recruit, hire, train, compensate, discipline, provide benefits and promote without regard to protected class. It is the policy of the City to ensure:

- Equal Opportunity to all employees and candidates; and,
- That employees be selected and promoted based on merit and fitness and without discrimination. The City of Austin will employ positive business and personnel practices designed to ensure equal employment opportunity.

In addition, the City will not discriminate in employment decisions and/or personnel actions on the basis of an individual's AIDS, AIDS Related Complex, or HIV status; nor will the City discriminate against individuals who are perceived to be at risk of HIV infection, or who associate with individuals who are believed to be at risk.

Reasonable accommodations shall be provided for all employees and qualified applicants with a disability as defined by the Americans with Disabilities Act (ADA), as amended,

provided that the individual is otherwise qualified to perform the essential functions of the job and such accommodations can be provided without undue hardship for the City of Austin.

**2. Harassment**

The City is committed to providing a work environment that is free of harassment. Harassment is unwelcome verbal or physical conduct toward an individual or a group because of a protected class. Harassment can create a hostile work environment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities. An adverse action taken against an employee for filing a discrimination charge, testifying or participating in an investigation, proceeding, or lawsuit, or for opposing discriminatory employment practices is retaliation under Section I.4. Employees who engage in such conduct will be subject to discipline, up to and including discharge.

Employees shall not engage in conduct which could reasonably create a hostile work environment while on duty or on City premises, to include any work-related setting outside the workplace, such as business trips and professional conferences, etc. Such conduct will not be tolerated and may result in disciplinary action up to and including discharge.

Supervisors or managers receiving complaints of such harassment are expected to take appropriate action to stop the alleged conduct and to make departmental Human Resources aware of such complaints and/or conduct without undue delay. If the investigation shows evidence of harassment, the supervisors or managers shall take immediate and appropriate corrective action.

**Prohibited Conduct:**

This list of prohibited conduct is meant to give some examples of behavior that constitutes harassment and is not a complete list of conduct prohibited under this policy:

a. Use of epithets, innuendos, names, comments, foul language or slurs because of an individual’s protected class;
b. Jokes, pranks or other banter, including stereotyping based on a protected class; or,
c. Distribution, display, viewing, downloading or discussion of any written or graphic material, including online content, voicemail, e-mail, text-messages, calendars, posters and cartoons, that are sexually suggestive or show hostility toward an individual or group based on a protected class.

**3. Sexual Harassment**

The City is committed to providing a work environment that is free of sexual harassment. Sexual harassment is any unwelcome sex or gender based comments and/or conduct that occurs when:

a. Submission to such conduct is made either openly or by implication a term or condition of an individual’s employment;
b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that person; or

c. Such conduct unreasonably interferes with the individual's work performance or creates an intimidating, hostile, or offensive working environment.

Any employee who engages in such objectionable conduct is subject to discipline up to and including discharge. Sex or gender-based and/or sexually-oriented jokes, remarks, gestures, or pictures may be offensive to other employees and will not be tolerated.

**4. Retaliation**

The City is committed to maintaining a work environment that is free of retaliation and where an employee is free to raise a question or concern involving the terms and conditions of any employee's employment.

Retaliation is defined as an action or inaction that adversely affects the terms and conditions of employment, and is taken in response to an employee's good faith complaint, participation in an investigation, proceeding or hearing, exercise of rights or availing themselves of any benefit authorized under the personnel policies. An adverse employment action includes, but is not limited to, discharge, demotion, and denial of promotional opportunity.

The City prohibits the taking of any adverse employment action against an employee who, in good faith, reports discrimination, harassment, or retaliation; files a complaint regarding a law, policy, practice or procedure; testifies, assists or participates in an investigation, proceeding, or hearing; or exercises rights or avails themselves of any benefit authorized under the personnel policies, such as filing a worker's compensation claim, requesting Family and Medical Leave (FML), or requesting military leave.

Unacceptable conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation. Retaliation can occur even if the underlying complaint is not substantiated.

**5. Reporting Discrimination, Harassment or Retaliation**

City of Austin employees are expected and encouraged to promptly raise questions and concerns regarding alleged violations of City policy or local, State or Federal law. Promptly raising questions and/or concerns allows the opportunity for such concerns to be addressed quickly and can assist in preventing problems from occurring or escalating.

Any employee who believes that they have been subjected to discrimination or harassment based on a protected class, or retaliation based on a protected activity, is encouraged to report it to any supervisor, manager, Department Director, Officer, or any Executive or Department Human Resources representative and/or make an anonymous or named complaint to the Integrity Unit in the Office of the City Auditor. An employee is not required to follow the "chain of command" when reporting harassment, discrimination or retaliation, but instead may file a complaint directly with the Director of Human Resources or the Employee Relations Division.

Any supervisor or manager who receives a complaint of such conduct must, without undue delay, notify their Department Human Resources, the Department Director or the Human Resources Department so that an investigation into the allegations may be commenced. If the investigation confirms evidence of harassment, the supervisors or managers shall take

immediate and appropriate corrective action. Failure to notify departmental Human Resources may result in discipline up to and including discharge. A prompt evaluation of the complaint shall be conducted to determine the appropriate course of action.

No employee shall suffer discrimination, harassment or retaliation as a result of good faith reporting of any City policy violation or participation in the investigation of a complaint.

## B. EMPLOYEE CONDUCT

Employees who are on duty are at all times individually responsible for conducting themselves in a professional and ethical manner and for treating coworkers and members of the public with respect and dignity. Unacceptable personal conduct is behavior by an employee that is incompatible with the City's values. The City will not tolerate behavior or language that is disruptive, unprofessional, offensive, threatening and/or disrespectful including, but not limited to, horseplay, gossip, profanity, the mishandling of information, or communication that is untrue or inappropriate in a professional work environment.

The City of Austin defines bullying as persistent conduct that is malicious or unwelcome, that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, non-verbal, physical, psychological, or otherwise. Conduct of such a nature, that a reasonable person would find inappropriate, offensive, and unrelated to the employer's legitimate business interests, shall not be tolerated and is in violation of this policy. This policy applies to conduct while on duty or on City premises and work-related settings outside the workplace.

The intent of this policy is to make a clear statement that unprofessional behavior, bullying behavior, abusive or threatening behavior will not be tolerated in the workplace.

Employees are encouraged to constructively address appropriate workplace issues directly with their colleagues. Employees seeking to file a complaint regarding a potential violation of Employee Conduct, or any other City policy, are encouraged to contact any member of their management chain or Human Resources staff.

In addition to the provisions in these policies, employees are responsible for complying with any other federal and state laws or regulations or local ordinances governing their conduct. This includes, but is not limited to, the City Charter, City Code sections 2-7-62 through -66 (*Standards of Conduct, Prohibition on Conflict of Interest, Disclosure of Conflict of Interest, Substantial Interest of Relative and Misuse of Official Information. See also, MCS Rule 6.02(B)(4)*).

## C. TIME AND ATTENDANCE

### 1. Hours of Work

The hours during which City offices and departments are open for business shall be determined by the City Manager. Department Directors shall implement schedules to meet these general requirements and to provide for other specific requirements of the department. Individual employees may be directed to work special hours or shifts as determined by the needs of the department. Work schedules must be posted in all departments with continuous operation or rotating shifts.

### 2. Attendance

Employees shall be required to be at their places of work in accordance with work schedules established by their department. Employees are expected to be at their work place or on official duty during City business hours or be officially excused by their supervisors. Any employee who fails to report, is habitually tardy, leaves the workplace without proper authorization or misuses leave may be subject to disciplinary action. All departments shall maintain attendance records.

### 3. Overtime

All employees shall be required to work overtime when necessary as determined by departmental management. Specific overtime assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work overtime and may be subject to disciplinary action for failing to stay or report for overtime work.

## D. SAFETY

The City of Austin recognizes the importance of the health and safety of its employees and will provide a safe and healthful environment in which to work. Employees will not be required to perform hazardous duty without first receiving training concerning the hazard, the proper work methods, and any appropriate measures or equipment to be used.

Management will provide health and safety programs including, but not limited to: violence prevention, facility inspection, sanitary facilities, emergency evacuation, first aid, defensive driving, hazard identification and evaluation, and environmental protection. Employees are expected to participate in safety programs and are required to observe rules, regulations, and instructions as determined by management.

## E. WEAPONS

Employees, with the exception of those described in the following paragraph, are prohibited from possessing or storing a concealed handgun or other weapon *(see definitions)* while on duty or performing services for the City, or while in City uniform or in a City vehicle, regardless of whether the employee is on City property or not.

Licensed peace officers employed by the City as peace officers and employees assigned by the Chief of Police to perform security coordinator duties at the APD Headquarters facility may possess and store a concealed handgun or other weapon (*see definitions*) while on duty or performing services for the City.

While off duty, employees are prohibited from possessing or storing a concealed handgun or any other weapon on the property leased, owned or controlled by the City of Austin; to the extent pre-empted by state law, this sentence shall not apply to City parks, political rallies, political meetings or parades. This paragraph does not apply to public streets or sidewalks, nor does it prohibit an off-duty employee from traveling through the airport and transporting firearms, as long as the transportation is in compliance with all laws. (note: City practice will comply with all State laws.)

Employees who violate this policy may be disciplined up to and including immediate termination of employment.

## F. WORKING CONDITIONS

Management has the responsibility of maintaining efficiency within the operation, determining the methods of operation, scheduling events, and scheduling employees to accomplish the mission and objectives of work groups. Whenever possible, a committee will be established in each department and/or division, as appropriate, to review and actively solicit the recommendations of all employees concerning improvement of safety, efficiency and productivity, according to guidelines provided by the City Manager. Employees will be furnished the necessary vehicles, tools, equipment, facilities, and supplies to accomplish their assignments and will be expected to follow appropriate rules and guidelines for the use of such material and facilities.

In some cases, certain personal items of clothing, items for personal protection (i.e., gloves, shoes, glasses, etc.) or tools may be established as a requirement in specified areas to be provided by the employee. Certain jobs may require the use of personal vehicles for which reimbursement will be made based on the rate schedule in effect.

Employees should arrange their personal affairs to minimize interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal financial, medical, or other reasons. Employees may request paid time off to conduct Human Resources related business such as Worker's Compensation claims, transfer applications, discrimination complaints, grievances, and insurance claims.

## G. USE OF CITY RESOURCES

Employees are prohibited from using City facilities, equipment, supplies, employee time, or any other City resource for personal use, except to the extent that such resources are available to the public. City resources which may not be used by employees for personal use include, but are not limited to, the following: computers, internet accounts, e-mail and voice mail systems, telephones, facsimile machines, copiers, postage machines, vehicles, office space, desks, and filing cabinets. These resources are dedicated to City business, and City Management shall have full access to both the resources and any contents thereof at all times. Employees have no legitimate expectation of privacy when using these resources.

Department Directors may allow employees limited use of telephones for local calls while ensuring that the operational needs of the department are being met.

## H. POLITICAL ACTIVITY

**1.** Employees are responsible for abiding by current and revised provisions outlined in Article 12, Section 2 of the City Charter, which pertains to Political Activity.

**2.** City employees may seek election to any public office. Employees seeking election to a City of Austin public office must request leave no later than the announcement date for candidacy or the official filing deadline for office, whichever comes first. Employees who are elected to a public office shall be required to resign from City employment effective the date they

take office, if the City Manager determines that the office presents a conflict of interest with their City employment.
Supervisors at the third level and above in each department may not at any time participate or contribute money, labor, time, or other valuable thing to any person campaigning for a position on the City Council of the City of Austin. They may participate in all other political activities in accordance with the above charter provisions.

**3.** All employees of the City shall refrain from using their influence publicly in any way regarding any candidate for elective City office or regarding any election where an issue or proposal involves only City employees**.**

## I. SOLICITATION AND ACCEPTANCE OF GIFTS

City employees shall not be permitted to solicit funds for any purpose on the job without the express approval of the Department Director and the City Manager.

No City employee shall accept or solicit any gift or favor that might reasonably tend to influence that individual in the performance of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

## J. WORKING RELATIONSHIPS

It shall be the responsibility of employees to perform the duties of their positions at a level of cooperation, efficiency and economy acceptable to their department and the City. Department Directors and supervisors shall plan, organize, and direct the work of their units to achieve the objectives of the department, including the establishment of performance standards, which will be periodically evaluated.

**1.** When work habits, production, or personal conduct of an employee needs improvement or change, supervisors should use the performance counseling and/or discipline policies (IV.A.,B.) to address the problem.

**2.** If any question arises concerning the validity of a supervisor's order, employees shall complete the tasks assigned unless:

a. The health and/or safety of the employee, co-worker or other person is endangered or

b. The order is illegal or unethical.

If the supervisor and employee are unable to informally resolve their disagreements, the formal complaint procedure may be used.

## K. HEALTH FITNESS

It shall be the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing his/her position. When the physical or mental health condition of an employee constitutes a hazard to persons or property or prevents the employee from effectively performing the assigned duties, the employee may be requested by the Department Director to submit to a health examination. Employees may also be required to submit to an examination provided through the City's Employee Assistance Program and/or other providers qualified to determine an employee's fitness for duty, when requested by the

Department Director and approved by the Director of Human Resources Department. The employee will be paid for the time required for such examination which shall be conducted at no cost to the employee for the purpose of determining the employee's health conditions relative to City employment. Correction or treatment of conditions diagnosed during this examination shall be the responsibility of the employee. A Department Director may require an employee to take periodic special examinations to qualify for continued employment in his/her classification. The Department Director will not receive confidential medical information from the examination and will only receive the evaluator's assessment that the employee is fit for duty.

When an employee is no longer able to meet the standards of mental or health fitness required for performing the duties of his/her position due to an injury received on the job, it shall be the responsibility of management to assist the employee in obtaining other employment in the City for which he/she is qualified. Such assistance may include identifying outside training opportunities and/or providing on-the-job training, whenever possible, to fulfill this commitment. This assistance will be conducted in compliance with procedures established by the Director of Human Resources.

**L. OUTSIDE EMPLOYMENT**

All City employees are prohibited from engaging in other employment, which would interfere with the performance of their City duties and are prohibited from engaging in other employment, which would represent a conflict of interest.

**M. ASSIGNMENT OF WAGES**

The City shall not be obligated to recognize any assignment of wages or funds by its employees, or agents. (See Article XII, Section 6, City Charter.)

**N. PAYROLL DEDUCTION**

An employee has the right to request the Director of Finance to make regular deductions from his/her check for any purpose approved by the City Manager or City Council.

**O. WITHHOLDING OF WAGES FOR PAST DUE TAXES**

An employee's wages may be withheld pending settlement or discharge of back taxes, hospital bills, utility bills or any other debt owed to the City as specified in the City Code of 2003, as amended, (Sec. 2-8-3).

**P. BOARDS AND COMMISSIONS**

Employee participation on City-sponsored Boards and Commissions will be regulated according to appropriate City ordinance and/or administrative regulations.

**Q. DRUG-FREE WORKPLACE**

In order to ensure the safety and well being of its citizens and employees, and to comply with the Drug-Free Workplace Act of 1988 and the Texas Workers' Compensation Act, all City work sites shall be free of drugs, alcohol, and inhalants. The unlawful manufacture, distribution, dispensing, possession or use of inhalants or controlled substances or the possession or use of alcohol in the workplace or while on duty is prohibited.

City employees shall not report to work, remain on duty, or be on call for duty while under the influence of drugs or alcohol. It is also the policy of the City of Austin that employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. All employees are required to comply with this policy. Any employee engaging in such activities will be subject to disciplinary action for misconduct, up to and including termination. With respect to use and possession of alcohol, this policy may be waived by the City Manager.

The Director of Human Resources will inform employees of the existence and content of the Drug-Free Workplace policy and possible consequences of violation of its requirements. The Director of Human Resources will also approve and establish a drug awareness program and will inform employees of the program's services, the dangers of alcohol, inhalants and drugs, and the availability of drug counseling and rehabilitation resources.

Employees who are convicted of any alcohol, inhalant, or drug violation, which occurs in the workplace or while on duty must report the conviction to their Department Director and to the Director of Human Resources within five (5) calendar days of the conviction. For this purpose, "conviction" includes any finding of guilt or imposition of sentence; it also includes deferred adjudication and a plea of *nolo contendere.* Employees who are convicted of any alcohol, inhalant, or drug violation which occurs in the workplace or while on duty may be subject to disciplinary action, up to and including termination, or be required to participate satisfactorily in a substance abuse or rehabilitation program approved by the City. Substance abuse treatment programs are available in the community and may be covered by the employee's health care program.

## R. ALCOHOL AND DRUG POLICY FOR COMMERCIAL VEHICLE DRIVERS

### 1. Policy

This Policy is established in order to ensure the safety of the citizens and employees of the City of Austin and to comply with federal law (the Omnibus Transportation Employee Testing Act of 1991, as amended, and regulations issued by the U.S. Department of Transportation). Each covered employee is required to comply with the provisions of federal law, this Policy and the Procedures which implement this Policy. This Policy constitutes a safety rule of major significance.

### 2. Covered Employees and Applicants

a. Employees

(1) As required by federal law and for the purposes of this Policy, the term "commercial driver" includes any employee who operates or may be required to operate a commercial motor vehicle. This includes temporary, part-time, probationary and regular employees who operate a commercial motor vehicle only occasionally, intermittently or during an emergency. The term "commercial driver" is defined more fully in the Procedures implementing this Policy.

(2) All covered employees will be subject to alcohol and drug testing in accordance with federal regulations, this Policy and the Procedures implementing this Policy.

(3) All employees who apply for transfer to a position, which requires or could require that the employee operate a commercial motor vehicle will be subject to pre-employment testing before being transferred.

b. Applicants

All applicants who apply for positions which require or could require operation of a commercial motor vehicle will be subject to pre-employment alcohol and drug testing. Employee applicants who are not otherwise covered by this Policy who apply for or are to be promoted or are transferred or assigned into a position which requires or could require operation of a commercial motor vehicle will be subject to pre-employment testing the same as any other applicant.

**3. Procedures and Implementation**

a. The Director of Human Resources Department is responsible for implementing and enforcing this Policy. Procedures and other informational materials will be issued to implement this Policy. Terms used in this Policy are defined in the Procedures, and those definitions shall control in all interpretations of this Policy.

b. Covered employees are responsible for knowing the terms of and complying with this Policy and the Procedures. Each covered employee will be required to sign an Acknowledgment Form, indicating that the employee understands that he or she is subject to ongoing alcohol and drug testing.

**4. Educational Materials**

The City will provide materials to all covered employees which will include specific information about alcohol and drug abuse; the requirements of federal law, this Policy and the Procedures; the consequences for violating those requirements; and the alcohol and drug testing process. The materials also will include educational information concerning the effects of alcohol and drug use and specific information on where employees can get help for alcohol and drug abuse.

**5. Prohibitions**

Each covered employee is required to comply with the provisions of federal law, which include the following prohibitions:

a. No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function while having an alcohol concentration of 0.04 or greater.

b. No commercial driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol or any product containing alcohol.

c. No commercial driver shall use alcohol while performing safety-sensitive functions.

d. No commercial driver shall perform safety-sensitive functions within four hours after using alcohol, regardless of the driver's actual alcohol concentration.

e. No commercial driver who is required to undergo post-accident alcohol testing shall use alcohol for eight hours following the accident, or until he or she undergoes the test, whichever occurs first.

f. No commercial driver shall refuse to submit to any alcohol or controlled substance test required under the law.

g. No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function if the driver uses any controlled substances, except when the controlled substance is used pursuant to the instructions of a physician and the physician has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

h. No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

i. No driver shall report for duty to perform a safety-sensitive function if he/she has an alcohol concentration of 0.02 or greater but less than 0.04. Any driver who is tested for alcohol and found to have an alcohol concentration of 0.02 or greater, but less than 0.04 will not be permitted to perform safety sensitive functions until directed by his/her supervisor, but not less than 24 hours following administration of the test.

Safety-sensitive functions shall be as defined in federal law and the Procedures implementing this Policy.

**6. Alcohol and Drug Testing**

a. Types of Testing

As required by federal law, the City will conduct alcohol and drug testing in accordance with the U.S. Department of Transportation regulations and the provisions of this Policy and the Procedures which implement this Policy. Beginning January 1, 1995, the following types of testing will be conducted:

(1) Pre-Employment Testing

All job postings for such positions which require or could require operation of a commercial vehicle will indicate that pre-employment testing is required and that the applicant who is hired will be subject to ongoing alcohol and drug testing. This information also will be provided to applicants during the initial job interview. Applicants for such positions will be advised that any job offer is contingent upon negative alcohol and drug test results.

(2) Post-Accident Testing

If a commercial driver is involved in an accident in which there is a fatality or the commercial driver receives a citation for a moving traffic violation arising from the accident, the commercial driver will be subject to post-accident alcohol and drug testing. For purposes of this Policy, an accident is any incident involving a commercial motor vehicle which results in a human fatality, an injury which is treated

away from the scene, or the removal by towing of a vehicle involved in the incident. All post-accident testing will be conducted in accordance with federal regulations and the procedures which implement this Policy.

(3) Random Testing

Covered employees are subject to random alcohol and drug testing throughout the year at unannounced times. An employee could be randomly selected for testing more than once each year. Covered employees who are randomly selected for testing will be notified by a supervisor and will be required to report to the specimen collection site immediately. All random testing, including the selection of covered employees for testing, will be conducted pursuant to federal regulations and the procedures which implement this Policy.

(4) Reasonable Suspicion Testing

Covered employees are subject to alcohol and/or drug testing if reasonable suspicion exists to believe that an employee has violated any part of the federal regulations or this Policy. Reasonable suspicion can be determined only by supervisors who have been specifically trained to do so. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. All reasonable suspicion testing will be conducted pursuant to federal regulations and the procedures which implement this Policy.

(5) Return to Duty Testing

Covered employees are subject to alcohol and/or drug testing if a driver has violated Subsections (a) through (i) of Section R.5. of this Policy. The driver will be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse, and controlled substances use. The driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol or a controlled substances test with a verified negative result if the conduct involved a controlled substance. All return-to-duty testing will be conducted pursuant to federal regulations and the procedures which implement this Policy.

(6) Follow-Up Testing

Covered employees are subject to alcohol and/or drug testing when identified by a substance abuse professional as needing assistance in resolving problems associated with alcohol misuse, or controlled substances use. The driver will be further evaluated by the substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and shall be subject to unannounced follow-up alcohol and drug tests following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional and consist of at least six tests in the first twelve months following the driver's return to duty. All follow-up testing will be conducted pursuant to federal regulations and the procedures which implement this Policy.

b. Substances and Methods of Testing

(1) As required by federal law, tests will be conducted for both alcohol and drugs. Under the law, this Policy and the procedures which implement this Policy, the terms “drugs” and “controlled substances” have the same meaning. Both terms refer to marijuana (THC), cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamines).

(2) In testing for alcohol, an Evidential Breath Testing Device will be used to determine a breath alcohol concentration. The device will conform to specifications established by federal regulations. Tests will be administered by a certified Breath Alcohol Technician.

(3) In testing for drugs, a urinalysis will be used. A laboratory approved by the U.S. Department of Health and Human Services will conduct all drug tests. Any covered employee who uses a controlled substance under a physician’s prescription is responsible for reporting that information, prior to providing a urine specimen, to personnel at the specimen collection site.

(4) When the urine specimen is collected for drug testing, it will be divided into two specimens (a “split specimen”). An initial screening test will be performed on one of the specimens. If the initial screening test is negative, there will be no further testing and the result will be reported as negative. If the initial screening test is positive, a confirmatory test will be conducted on the same specimen, using a different testing methodology. Only test results which are confirmed by the second test will be reported to the Medical Review Officer (MRO) as verified positive results.

(5) All confirmed positive drug test results will be reviewed by a Medical Review Officer who is a licensed physician with knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate confirmed positive test results together with medical history and other relevant biomedical information. If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result as negative.

(6) Any covered employee who is notified of a positive drug test result has the right to request that a confirmation test be conducted on the second urine specimen (which has not been subjected to any testing). This request must be made within 72 hours after the employee is notified of the positive result. The cost of the test shall be paid by the employee.

(7) All drug test results and medical information furnished during the testing process will be treated as confidential medical information and will be released only as required by federal regulations. Records of all tests conducted under this Policy will be maintained and used in accordance with federal regulations. Any tested employee has the right to request a copy of his or her testing records.

**7. Consequences of Violations**

This Policy provides for referrals, which are required by federal law and disciplinary action for violations of federal law and this Policy.

a. In addition to any disciplinary action, the following referrals and/or evaluations are required:

(1) A covered employee or employee applicant who violates any provision of the federal regulations or this Policy shall be advised by their Department of resources available to assist the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances**.**

(2) Any covered employee who violates Subsections (a) through (i) of Section R.5. of this Policy also shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with the misuse of alcohol and the use of controlled substances. If the substance abuse professional prescribes a rehabilitation program, the employee must complete that program, as a condition of continued employment. The substance abuse professional will advise the Human Resources Department Alcohol and Drug Program Coordinator of the prescribed rehabilitation program**.**

b. Any covered employee or employee applicant who violates any provision of federal law or this Policy shall be subject to disciplinary action up to and including dismissal, at the discretion of the Department Director.

## S. REPORTING FRAUD OR OTHER ILLEGAL ACTS

Any City employee who has reason to believe that there may have been an instance of fraud, or other illegal act in connection with a City program, function or activity shall report it immediately to their supervisor or manager or to their Department Director, the City Manager's Office or the City Auditor as soon as possible.

Reports will be investigated as expeditiously as possible in accordance with procedures issued by the Director of Human Resources. Where investigation confirms that fraud or another illegal act has occurred, appropriate corrective action will be taken. Employees who commit fraud or other illegal acts will be subject to disciplinary action up to and including immediate termination, and will not be eligible for rehire.

Employees who report incidents of fraud or illegality or who assist in an investigation shall be protected from retaliation of any sort. However, any employee who assists in an investigation but who is found to have participated in the illegal act or fraud being investigated remains subject to discipline. In addition, if it is determined that a report was not made in good faith, or that an employee intentionally provided false information regarding an allegation, disciplinary action may be taken.

Any employee who believes that he or she has experienced retaliation for making a report or assisting in an investigation shall report this as soon as possible to the Department Director, Director of Human Resources, or to the appropriate Assistant City Manager.

## T. PERSONNEL RECORDS

The Human Resources Department will maintain personal work history records of each active employee. Records will also be maintained on inactive employees for not less than the period required by law. An employee's records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, his/her immediate

supervisor, Department Director or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the City unless it is required by law.

Personal work history records maintained within each department are subject to the same provisions as those records maintained by the Human Resources Department. An employee at all times has a right to inspect any and all inclusions made a part of his/her personal work history records and may at any time submit personal work history information that will be included into his/her official records. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file.

### U. AMENDMENT OF PERSONNEL POLICIES

These policies may be changed by the City Council upon the recommendation of the City Manager. Changes in these policies will be distributed immediately to each department and will be periodically incorporated into the Personnel Policies Manual. Each employee shall be provided a copy of the Personnel Policies Manual and all amendments.

## II. STAFFING AND DEVELOPMENT

### A. SELECTION

#### 1. Policy

a. Selection of new employees shall be the responsibility of each Department Director. It is the responsibility of the Director of Human Resources to assure that the appropriate procedures are used to sign up each new employee. Each employment selection will be in accordance with established Human Resources procedures.

b. When minors are employed, they shall furnish the City with a minor's release.

c. Membership or non-membership in any church, society, fraternity, association, union, or other lawful organization will not affect the employee's standing with the City, nor will these factors be considered in the selection of new employees.

#### 2. Employment Preference

Preferences will be given to applicants residing within the corporate limits of the City of Austin if all other qualifications are substantially equal.

#### 3. Pre-employment Reviews

Prior to making a job offer, a Credentials Verification must be completed in accordance with procedures outlined by the Human Resources Department. Credential Verifications will include confirmation that the candidate has required college hours or degrees, professional licenses, certificates or driving records.

After a conditional offer of employment has been made, a prospective or transferring employee may be required to take a physical examination. Exams may not be required of an employee or applicant unless all employees in that job category are required to take one and the exam is job specific and required by business necessity**.** Physical examination standards for various positions will be established and maintained by the Director of Human

Resources in cooperation with the hiring department. The medical examination will be performed by a physician designated by the City Manager and paid for by the City.

### 4. Nepotism

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or the City Manager shall be appointed to any office, position, clerkship, or other service of the City. This prohibition shall not apply, however, to any person who shall have been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilman or appointment of the City Manager so related to him. In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Director be approved unless the City Manager shall determine the necessity thereof because of the lack of qualified applicants for such position.

## B. PROBATIONARY PERIOD

### 1. Policy

In order to become a regular employee, each employee must complete a probationary period of six months following initial employment or reemployment in a regular budgeted position.

### 2. Purpose

The probationary period provides a specific time frame for supervisors to monitor, evaluate, and assist an employee in adjustment to service with the City in general and to the position in particular. Proper use of the probationary period will result in identification and retention of those employees who demonstrate the skills and meet the performance levels required of various positions. Successful completion of a probationary period should not be construed as guaranteeing continued employment or as creating a contract of employment.

### 3. Responsibilities

The Department Director, through subordinate supervisors, is responsible for the implementation of this policy and will:

a. Assign an individual to probationary status on the initial employment or reemployment date.

b. Evaluate the job performance of the new employee.

c. Advise the employee of satisfactory or unsatisfactory progress and recommend areas for improvement if needed. A probationary employee may be terminated if improvement is not determined. Whenever possible, ten working days notice should be given.

d. Prior to completion of the probationary period, a performance review will be completed to indicate whether the employee is meeting expectations and whether the employee has successfully completed the probationary period. The Department Director will provide the employee and the Director of Human Resources with a written decision concerning termination of the employee.

e. The Department Director may immediately terminate an employee any time during the probationary period. The Department Director should do so if the employee fails to satisfactorily perform the duties of his/her position or fails to comply with department or City work rules.

## C. TEMPORARY EMPLOYEES

A temporary employee is not assigned a probationary period upon employment with the City. Temporary employees are employed to accomplish specific, short-term or seasonal assignments. Most temporary employees will complete assignments within six months. However, in some specialized positions, a Department Director may decide whether to retain an employee longer than six months with review and approval of the Director of Human Resources**.**

A temporary employee who is hired into a regular budgeted position must serve a probationary period of six months. The employee, however, will receive service credit from the initial employment or reemployment date**.** Sick and vacation leave benefits which would have been accrued if the employee had occupied a regular budgeted position will be credited in a like amount to the employee at the time of change to a regular budgeted position. Other leave such as holidays, emergency leave, etc., occurring during employment in a temporary position will not be credited.

## D. TRAINING AND DEVELOPMENT

In order to meet individual and organizational needs, it is the policy of the City of Austin to provide training and development opportunities to encourage high-quality performance to prepare employees for new or increased responsibilities, skills**,** and to extend opportunities for individual growth, promotion, development, and self-fulfillment.

### 1. Performance Planning and Review

a. **Policy**

To insure that the quantity and quality of work performed by employees meet the needs of the City, employees and their supervisors will define and reach a mutual understanding concerning the performance standards and objectives set for each employee. The method by which supervisors should establish these standards and objectives will be provided for in procedures established by the Director of Human Resources. Related objectives are:

(1) To help plan more effectively the work of City departments and other work units,

(2) To identify training and development needs,

(3) To promote fair treatment of employees, and

(4) To provide for increased communication between employees and their supervisors.

b. **Scope of Program**

This policy shall apply to all employees in regular budgeted positions, except Police and Fire personnel covered by Civil Service. Temporary employees shall also be included when their employment is expected to exceed one year.

c. **Use of Performance Planning and Review Records**

Use of Performance Planning and Review Records shall include, but not be limited to performance counseling, termination decisions, grievance and discrimination complaints, disciplinary actions, and promotion, demotion, transfer and layoff actions.

d. **Performance Planning and Review Sessions**

An employee and his/her immediate supervisor shall meet regularly to develop performance standards and objectives for the employee's position, to review the employee's progress toward meeting goals and objectives, and to develop plans for employee's future training and development. Performance Planning and Review sessions shall be conducted at scheduled intervals in accordance with procedures developed to implement this policy. In addition, unscheduled sessions shall be conducted as required to counsel employees on changing work expectations and current performance problems or for any other purpose supporting the objectives of the Performance Planning and Review Program.

e. **Review and Appeal of Evaluations**

An employee's performance evaluation shall be reviewed by his/her next higher level supervisor and/or Department Director in accordance with established procedures. An employee may appeal his/her performance evaluation using the General Grievance process described in Section IV.C.2.

## E. PROMOTION - DEMOTION - REASSIGNMENT

### 1. Policy

Promotions, demotions and reassignments will be made on the basis of skills, abilities, and demonstrated performance of City employees in an effort to provide maximum potential for employees so as to make City employment continuously attractive to qualified personnel and to enable the City to accomplish its goals and objectives. Demotions and reassignments may not be used for disciplinary purposes.

a. **Promotion**

A promotion will be accomplished after careful and thorough review of an employee's qualifications, previous work history, and demonstrated performance and shall take effect as soon as is practical. Each employee who is promoted shall serve a six-month evaluation period in his/her new position. Any employee who fails to perform satisfactorily during his/her evaluation period should be demoted, transferred,

reassigned, terminated, or counseled using the performance counseling provisions in Section IV.A.

b. **Demotion**

A demotion of an employee may be accomplished at any time an employee fails to satisfactorily meet performance standards established for that position. For situations of severe performance deficiencies, the Department Director may take immediate action, up to and including termination.

c. **Voluntary Reassignments**

Voluntary reassignment may be requested by an employee. Reassignments may be initiated by a Department Director when the best interests of the City are served by such action. It may be necessary to reassign employees to other classifications with changes in title and pay for non-performance related reasons. This could result from a reduction in force when an employee's original position is eliminated and the City offers to reassign rather than lay off the employee. In this case the reassignment would not be a grievable action under Section IV.C.4.

## F. TRANSFERS

### 1. Policy

To provide maximum opportunity for advancement to all employees and to promote optimum staffing, it is the policy of the City to encourage the transfer of employees between City departments. No acts of retaliation shall result from transfer requests.

### 2. Eligibility Requirements

All regular employees are eligible to apply for transfers to currently vacant, advertised positions. Probationary and temporary employees are not eligible to apply for transfer without approval of their Department Director. In an effort to maintain continuity of working operations and work assignments, temporary employees should complete at least fifty percent of their employment before applying for transfer to another City department**.**

### 3. Job Vacancy Announcement

The Human Resources Department will prepare a job vacancy listing from all approved requisitions. This listing will be distributed to every department and should be posted in a timely manner at each work station.

### 4. Transfer Activities

a. Employees may be granted time off with pay for interviews with the City which are scheduled with advance notification to their supervisor.

b. When an employee is officially notified of selection for the new position, at least two weeks notice must be given to the present department. This provision may be waived by mutual agreement between affected departments.

## G. SEPARATION

### 1. Dismissal

A Department Director may, after careful and factual consideration, dismiss an employee in accordance with policies outlined under the Performance Counseling/ Discipline/Complaints section. The Department Director will furnish the Director of Human Resources and the employee a written statement indicating the reasons for dismissal.

### 2. Resignation

To resign in good standing, an employee shall submit his/her resignation in writing to his/ her Department Director at least ten working days before the effective date of resignation. Any employee submitting a resignation has 48 hours within which to reconsider and reserves the right to withdraw the resignation within this time limit. An employee who gives less than ten working days notice may forfeit terminal pay.

### 3. Layoff

a. Layoff of employees may occur when it becomes necessary for the City to effect immediate reductions in the size of the City work force. The order of layoff shall be determined by the current operating needs of the City, with consideration given to both an employee's length of service and past work performance. The Human Resources Department will coordinate all layoff actions with the affected departments according to approved procedures developed to implement this policy.

b. Whenever possible, employees to be laid off will be given thirty days notice**.** Upon recommendation of the Director of Human Resources, the City Manager may provide up to twelve weeks of severance pay to an employee who has been laid off. If severance pay is given, it shall be provided in lieu of notice and shall not extend an employee's last day of employment.

   When layoffs are required, efforts shall be made to assist affected employees in pursuing other open positions for which they are qualified and which are not affected by the layoff action. During the layoff notification period, an employee may elect to terminate their employment and will be considered to have resigned in good standing. An employee not wishing to terminate will be placed on a recall list during the notification period.

   A recalled employee shall be reinstated with full service credit accrued during the notification period providing that the employee accepts the first offer of reinstatement to a position of at least equivalent status and pay grade. Placement assistance shall cease if an employee refuses such an offer of reinstatement.

c. In instances where the City has negotiated the transfer of a function to another employer, and has also negotiated job offers with that employer, priority referral assistance will cease once the affected employee has been offered an employment opportunity with the other employer or has received a comparable offer of placement

in another position within the City. Assistance shall cease when the period for accepting such an offer of employment ends.

#### 4. Rehire Eligibility

Employees who are dismissed or resign can be designated as ineligible for rehire indefinitely or for a period of time. Such designation will be made when recommended by the Department Director, concurred with by the Director of Human Resources, and approved by the City Manager.

## III. COMPENSATION

*[Compensation policies depend on City Council approval of the Budget on an annual basis. For current information, contact the Employee Relations Division of the Human Resources Department.]*

It is the policy of the City of Austin to provide equitable compensation for its employees in the form of pay and fringe benefits in order for the City to attract and retain qualified individuals for all positions.

### A. WAGE AND SALARY

#### 1. Purpose of the Plan

The Position Classification and Pay Plan as established by ordinance is the basis for administering the City classified service. The purpose of the plan is to assure that each job in the classified service is paid at a rate appropriate for the level and type of work performed, both in relation to other positions in the service and to the City's competitive labor market. Copies of the plan, individual job specifications, and pay schedules are considered public documents and are available in the Human Resources Department for review.

#### 2. Maintenance of the Plan

The Director of Human Resources shall be responsible for continuous maintenance and administration of the plan to assure that the purpose of the plan is fulfilled as work requirement changes in the various departments and as conditions change in the labor market. The Director of Human Resources shall further be responsible for determination of those positions which are eligible for overtime pay as provided in the Personnel Policies and those executive, administrative, professional, and other positions which are exempt from those provisions.

Any classification study or appeal conducted will include a review of all pertinent data provided by employees and/or departmental management. Other information on classification studies is covered in personnel procedures**.**

#### 3. Use of Position Title

All positions are designated by titles on all official records, payrolls, and communications. No position will carry an official title, which has not been approved by the Director of Human Resources as being appropriate to the duties performed.

**4. Continuous Study of Pay Rates**

Prior to the preparation of the City's annual operating budget, the Director of Human Resources shall prepare an analysis of prevailing rates of pay for comparable public and private employment in the area and at large, taking into consideration cost-of-living factors, budget effects of various alternative pay plans, and other factors which may be pertinent in recommending changes in the plan. On the basis of this information, the Director shall recommend to the City Manager changes in pay policy or in the pay plan necessary to keep the classification and pay plan current, uniform, and equitable. Recommended changes in pay policy shall become effective when approved by the City Council.

**5. Total Remuneration**

As provided in the Classification and Pay Plan Ordinance, no employee will be paid at a rate more than the maximum for his/her pay grade unless the employee was earning that amount prior to the adoption of the Ordinance.

**6. Entry Level Pay Rates**

Upon employment, a new employee normally shall be paid an appropriate compensation level based on guidelines provided by the Human Resources Department.

**7. Transfer, Promotion or Demotion**

When an employee is transferred, promoted, or demoted to another position, all changes in rate of pay shall be in accordance with established procedures.

**8. Payment of Overtime**

a. **Exempt Employees**

Exempt employees are salaried employees and, except as provided, are not eligible for overtime compensation. However, the Director of Human Resources may in some cases approve additional compensation for exempt employees.

b. **Non-exempt Employees**

Non-exempt employees will be compensated for any overtime worked when such compensation is required by law. Generally, overtime is any time worked in excess of forty hours in a week. However, a Department Director may utilize any overtime standard permitted by law if the Director of Human Resources has approved it. Employees will not be permitted to donate work time to the City.

Overtime will be paid at one and one-half times the employee's regular rate of pay. A Department Director may choose to use compensatory time in lieu of cash payment for some or all of the department's employees. Before the overtime is worked, employees must be informed that it will be compensated with compensatory time off rather than cash. Compensatory time shall be credited at the rate of one and one-half hours for each hour of overtime worked. A non-exempt employee may accrue up to 120 hours of compensatory time. Any additional overtime worked will be paid in cash.

An employee who requests the use of accrued compensatory time shall be permitted to take such leave within a reasonable period after making the request, unless the employee's absence would unduly disrupt the operations of the department.

**9. Bad Weather Pay**

All non-exempt employees required to report for their regular work day but not allowed to work due to bad weather shall receive four hours pay for that day. Regular employees have the option of requesting accrued personal leave for the remainder of that workday. If alternate work is available in a department, employees may be assigned to this work. A schedule should be established to insure that all employees covered by the provision have the opportunity to receive consideration for alternative assignments on bad weather days.

**10. Method of Payment**

Pay periods and dates of payment shall be set by the City Manager. Exempt employees are salaried. Non-exempt employees are paid for the actual number of hours worked during each workweek plus any authorized paid leave.

**11. Terminal Pay**

All employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

a. Regular employees shall be paid for all unused vacation leave accumulated. Employees who leave before completing their six months service shall not be entitled to any vacation leave pay.

b. Regular employees who have been continuously employed by the City since before October 1, 1986 and leave the service of the City in good standing, as determined by the Department Director and the Director of Human Resources or, in the case of a Department Director, by the City Manager, shall be paid for accrued sick leave as detailed in Appendix A.

c. An employee shall not be considered to have left in good standing if he/she is dismissed or leaves employment of the City because of any pending investigation, which subsequently reveals that a recommendation for dismissal of the employee would have resulted**.**

d. Beneficiaries (of employees continuously employed by the City before October 1, 1986 who die while in the service of the City, or who die while on approved military leave) shall be paid for unused sick leave as detailed in Appendix A.

e. Regular employees who are dismissed will be given ten working days notice pay, or may be required to work during this period. When the reason for the dismissal is the conviction of a criminal offense against the City of Austin, or for reasons specified in Section IV.B.2.e., no notice pay shall be given.

f. Upon determination by the Department Director, a resignation may be accepted effective immediately if in the best interest of the City, provided the employee is paid ten working days notice pay.

g. Regular employees who give less than ten working days notice of resignation shall forfeit their accrued vacation leave unless mutual agreement is reached between the Department Director and the employee.
h. Separation date for all employees shall be the last day of actual work or approved leave. Terminal pay received by an employee shall not be construed to extend his/her employment with the City beyond the separation date.

i. Failure to return City issued equipment, uniforms, material, or other items may result in delay in payment of terminal pay. Terminal pay may also be delayed due to any pending investigation of an employee.

**12. Service Incentive Pay**

Service Incentive Pay is an additional form of compensation provided to recognize the value of longevity in service to the City and to enhance, for newer employees, the advantages of becoming a long-term City employee. Service Incentive Pay is dependent upon approval of funding by the City Council.

**a. Service Incentive Pay**

Regular employees who have completed five years of continuous service by December 1 of the year they are to receive pay, shall receive Service Incentive Pay as follows:

(1) An employee shall be paid 1/4 of 1% for each year of service, based on the annual base pay of the employee as of December 1. Payment is to be made in a lump sum each year within the first two weeks of December if the employee is serving the City on December 1.

(2) The maximum lump sum payment will be the amount calculated based on an employee's years of service or a specific amount approved by the City Council.

**b. Service Incentive Pay Enhancement**

(1) Eligible Employees: Service Incentive Pay Enhancement is available for employees in a regular (not temporary) position on April 1 of the year they are to receive pay, except employees who are included in the Public Safety and Emergency Management Department bargaining unit pursuant to Chapter 142 of the Texas Local Government Code.

(2) Amount of Pay:

a. An eligible employee shall be paid a single lump sum payment equal to a percentage of the employee's annual base pay as of December 1 of the year they are to receive pay. Payment is to be made within the first two weeks of December if the employee is serving the City on December 1.

b. Only employees who qualify for both parts of Service Incentive Pay shall receive payment for both parts.

### 13. Military Pay Supplement

The Military Pay Supplement is provided to support regular employees who are in U.S. Military Ready Reserve status as of December 6, 2001. To be eligible a regular employee must meet the following eligibility criteria:

1. Must have exhausted the 15 days of paid military leave and any eligible leave the employee chooses to use prior to being placed on a leave of absence;

2. Must be reporting after December 6, 2001 to an active duty pay status in the Uniformed Services of the U.S. Military Reserves or National Guard; and

3. Must comply with procedures for the Military Pay Supplement as established by the Human Resources Department.

Eligible employees shall be paid an amount necessary to bring their total earnings, inclusive of all military pay, to the base pay earned from the City at the time they were called to active military service. Base pay earned from the City is the employee's hourly or salaried rate excluding all allowances.

## B. BENEFITS

The Director of Human Resources will review the City's employee benefits program on an annual basis. The Director of Human Resources will submit to the City Manager recommended changes to the benefits program as part of the wage and benefits package or as necessary throughout the year. Recommended changes to the benefits program shall become effective when approved and funded by the City Council.

### 1. Leave

Leave may be granted by the Department Director upon request by an employee. Work schedules and operational requirements of the Department are necessary considerations, which may preclude granting of leave. Leave must be reasonably requested and the granting authority has a responsibility to respond in a reasonable time. A leave is granted for a specific period of time and any extension must follow the same procedure required for granting the original leave. Leave which qualifies as family or medical leave is also subject to the requirements of Section III.B.1.c.

#### a. **Paid Leave**

Paid leave is paid for at the same rate as hours worked during the basic work week and paid leave hours are counted as hours in the employee's work period and apply toward the employee's eligibility for earning benefits.

All regular part-time employees accrue paid leave on a pro-rated basis determined by their regularly budgeted work hours.

(1) **Holidays**

The following holidays are declared official holidays for City employees. If a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on Sunday, it will be observed on the following Monday.

New Year's Day ..... January 1
Martin Luther King, Jr.'s Birthday ..... Third Monday in January
Washington's Birthday ..... Third Monday in February
Memorial Day ..... Last Monday in May
Independence Day ..... July 4
Labor Day ..... First Monday in September
Veteran's Day ..... November 11
Thanksgiving Day ..... Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve* ..... December 24
Christmas Day* ..... December 25
Two Personal Holidays ** ..... Open

***** Special Provisions for Christmas Eve and Christmas Day: When either or both of these adjacent holidays fall on a Saturday or Sunday, they will be observed as follows:

If December 24 falls on a Friday and December 25 falls on a Saturday, then the Christmas Eve holiday will be observed on Thursday, December 23 and the Christmas Day holiday will be observed on Friday, December 24.

If December 24 falls on a Saturday and December 25 falls on a Sunday, then the Christmas Eve holiday will be observed on Friday, December 23 and the Christmas Day holiday will be observed on Monday, December 26.

If December 24 falls on a Sunday and December 25 falls on a Monday, then the Christmas Eve holiday will be observed on Monday, December 25 and the Christmas Day holiday will be observed on Tuesday, December 26.

****** A Personal Holiday is a day off on a day the employee chooses and the Department Director approves. An employee is not eligible to take a Personal Holiday until the employee has completed the probationary period. Personal Holidays may not be accrued and must be used in the calendar year in which they are given. Personal Holidays not used on or prior to December 31 will be forfeited.

(a) As many employees as possible will be given each holiday off. Employees who are regularly scheduled to work on holidays shall have holiday hours added to their exception vacation account or shall be paid for the holiday.

(b) Exception Vacation hours are hours that are banked in a separate leave account for an employee when the employee works on a holiday. Employees may request to use these hours under the provisions of vacation leave Section III.B.1.a.(2). Upon separation, employees will receive payment for exception vacation hours at their hourly rate up to their accrual limit, which is 160 hours for

regular employees. Departments determine whether they will pay for holiday hours worked or place them in exception vacation leave for their employees.

(c) Employees who work on December 25 will be paid time and one-half their hourly rate for hours worked. When December 25 is also the observed Christmas holiday, employees who work on December 25 will be paid for the Christmas holiday in addition to the payment for their regular hours worked on that day.

(d) When the Christmas holiday is observed on a day other than December 25, employees who work on the observed holiday will be paid their regular rate for hours worked and either will be paid for the holiday or have the hours added to their exception vacation account. Employees whose regular day off is on the observed Christmas holiday will either be paid for the holiday or have the hours added to their exception vacation account.

(e) When an employee's regular day off falls on a holiday, the holiday hours will be added to the exception vacation account or the employee shall be paid for that day.

(f) Regardless of the number of hours in an employee's work day, the maximum number of hours paid for a holiday is eight. Part-time employees in regular budgeted positions will receive pay for holidays on a pro-rated basis.

(g) An employee who is absent without authorization on his/her last scheduled work day before a holiday or the first scheduled work day after a holiday shall not be paid for the holiday.

(h) When the City Council declares a special holiday, it shall be observed as provided above.

(i) Temporary employees will be paid their regular rates on a holiday only if required to work. No payment for holiday work shall be allowed any temporary employee unless specifically authorized by the City Manager.

(2) **Vacation Leave**

Full-time regular and probationary employees, with the exception of executives, shall accrue vacation leave for each pay period at the rates set out in Appendix A. Part-time employees in regular budgeted positions accrue vacation leave on a pro-rated basis. Vacation is accrued 24 of the 26 pay periods in the calendar year. Accrual rates and maximum balances are set out in Appendix A.

Vacation may be granted to an employee by a supervisor for any purpose determined by the employee. Vacation may be taken as family or medical leave under Section III.B.1.c. Vacation leave is subject to limitations in Section III.B.1.a.(8).

(a) Official holidays occurring during an employee's vacation leave shall not be charged against their vacation leave.

(b) The maximum allowed balance of vacation leave time is 400 hours for employees scheduled to work up to 40 hours per work week and not to exceed the maximum

amounts listed in Appendix A for EMS employees who are on a 21-day work period. However, the City Manager or his/her designee may waive this limitation if the needs of the City preclude the taking of any excess vacation leave, which would otherwise be lost because of this limitation. The maximum amount of continuous vacation leave time which can be granted to an employee is four weeks, except as approved by the City Manager or when vacation leave is taken as family or medical leave under Section III. B.1.c.

(c) A Department Director and/or his/her designee shall schedule an employee's vacation leave, giving consideration to the ability of the remaining staff to perform the work of the department except when the vacation leave is taken as family or medical leave under Section III.B.1.c. The employee has the responsibility to assure that the leave request is made within a reasonable length of time prior to the commencement of the leave. Management has the responsibility to respond to this request in a timely manner according to established guidelines.

(d) Accrual of vacation leave time begins immediately upon employment as a probationary employee with the City in a regular budgeted position. However, only regular employees are allowed to take vacation leave. (Except as provided in (e) below.)

(e) Temporary employees shall not accrue vacation leave nor be entitled to vacation leave pay upon separation. Employees who earn leave as regular employees and then accept reassignment to a temporary or part-time position in which they are not eligible to accrue benefits are entitled to all earned or previously accrued leave as defined in these policies at the time of transfer.

(f) Vacation leave time can be taken in minimum intervals of one-quarter hour.

(3) **Sick Leave**

All full-time regular and probationary employees shall earn four hours of sick leave for each regular pay period. Sick leave may be accrued without limit. Sick leave is accrued 24 pay periods in the calendar year. Part-time employees in regular budgeted positions accrue sick leave on a pro-rated basis. Accrual schedules for employees in EMS who are on a 21-day work period are outlined in Appendix A.

(a) Sick leave may be allowed in case of doctor appointments, personal illness, or physical incapacity of an employee. It may also be allowed when an employee is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition. Sick leave may also be taken as family or medical leave under Section III.B.1.c.

(b) Eligibility to take sick leave for a probationary employee begins immediately upon employment with the City.

(c) To receive paid sick leave, an employee shall communicate with his/her immediate supervisor, Department Director or designee, before or within two hours after the time set for beginning work to receive approval for use of sick leave.

(d) Sick leave can be taken in intervals of one-quarter hour for all time absent during the regular workday. Official holidays and regular days off shall not count against sick leave. Employees are eligible to take sick leave intermittently or on a reduced leave schedule only when medically necessary. Use of sick leave is subject to limitations in Section III.B.1.a.(8).

(e) An employee who is pregnant should be allowed to use her accrued sick and vacation leave for maternity purposes for a reasonable time prior to the expected date of delivery and for a reasonable time following delivery as determined by the employee and the employee's physician, if the employee intends to return to employment with the City. If the employee does not plan to return to work, the provisions of these policies regarding terminal pay shall be applicable.

(f) After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. When absence due to illness exceeds the amount of total paid leave earned and authorized, the pay of an employee shall be discontinued until he/she returns to work. An employee whose paid leave has been exhausted may be entitled to unpaid leave under the Family and Medical Leave Policy (See Section III. B.1.c.) The employee will be placed on unpaid leave as of the day following the last day of paid leave. Sick leave will not be advanced.

(g) Employees who become ill during vacation leave may request that vacation leave be temporarily terminated and time charged to sick leave. Such leave will be charged to sick leave or medical leave as appropriate.

(h) A Department Director may require satisfactory proof of the proper use of sick leave and may disallow sick leave in the absence of such proof. An employee who misuses sick leave should be counseled; if the misuse continues, the employee is subject to disciplinary action, up to and including dismissal. An employee who is on sick leave for five consecutive working days or more must provide a Return to Work Release from the employee's health care provider before the employee will be permitted to return to work. The Return to Work Release must state that the employee is able to resume work.

(4) **Military Leave (short term)**

An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per federal fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by proper authority, subject to the following conditions:

(a) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.

(b) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.

(c) Travel time included in the orders and paid for or reimbursed by the service may be counted as military leave.

(d) Military leave will not be granted for diagnosis or treatment of any service-connected sickness or disability, for obtaining or sustaining any disability rating, or for treatment in any government facility.

(e) Time required for physical examinations for selection or admission to the Military Service to determine or maintain a selective service rating, or to maintain a reserve status will be counted as military leave. Pay will be limited to the regularly scheduled hours lost.

(f) Time required over and above the maximum allowed must be taken as vacation leave, zero time, or leave of absence.

(5) **Administrative Leave**

A Department Director may grant an employee administrative leave for a purpose approved by the City Manager. Examples of administrative leave include but are not limited to: blood bank donations, work hours lost on the day of an on the job injury, power failure, bomb threat, reduced work day by administrative directive, visits to other cities on City business, etc. Time off, when necessary, to vote in National, State, County and Municipal elections shall also be considered administrative leave. Time charged to administrative leave will be shown as regular time worked.

(6) **Court Leave**

Court leave will be granted to all employees except non-exempt temporary employees for the purpose of appearing as a juror, witness or other official participant in the proceedings of a legally recognized court or other body having power of subpoena, if an employee is not a party to the proceedings. The employee must provide a copy of the document requiring attendance in court with his/her leave request. This may be in the form of a jury notice, subpoena, letter of request from the defense or prosecuting attorney, request of the hearing officer, etc. This leave will not be charged against sick or vacation leave.

(7) **Emergency Leave**

All regular and probationary employees may be granted emergency leave for a period not to exceed three consecutive workdays in case of a death in their immediate family. Scheduled days off do not count against the allowed time off. This leave will not be charged against sick or vacation leave. Temporary employees may be granted unpaid leave in such cases.

Emergency leave is for the purpose of attending funerals, making arrangements, or otherwise attending the affairs of the deceased. An employee may be requested to provide information, which will document the necessity of the absence. Additional time off, if approved, must be taken as vacation leave or unpaid leave.

(8) **Wage Continuation Benefits**

Subject to the provisions set out below, any regular or probationary employee who sustains a work related injury or illness on the job may be eligible to receive wage

continuation benefits in an amount not to exceed an amount equivalent to eighty hours of the employee's regularly budgeted pay following approval of the employee's request for wage continuation benefits. The total amount paid an injured employee while losing time from work, including any combination of workers' compensation benefits, wage continuation benefits, sick leave, personal leave and wages for work performed, shall not exceed the budgeted gross pay which he/she would have received for such a period at his/her regular hours and rate of pay.

Wage continuation benefits are separate and distinct from, and in addition to, workers' compensation payments. While off work and drawing wage continuation benefits, an employee shall continue to accrue vacation and sick leave. Wage continuation benefit payments will not be charged against sick or vacation leave time. Approval and continuation of wage continuation benefits are contingent on the employee complying with the conditions outlined below.

**(a) Wage Continuation Program Rules:**

(1) Employees will be eligible to receive wage continuation benefits only for such time as a physician, either selected by the Director of Human Resources, or selected by the employee and approved by the Director of Human Resources, or designated by the Texas Department of Insurance, Division of Workers' Compensation, certifies that the employee is not able to return to regular duty, with or without restrictions, and has not reached maximum medical improvement.

(2) Employees able to return to limited duty but not having reached maximum medical improvement may be eligible for prorated benefits.

In no event, unless expressly authorized by the City Manager, shall the cumulative amount of wage continuation benefits paid to an employee in any calendar year exceed an amount equal to 80 hours of the employee's budgeted gross pay at his/her regular hours and rate of pay;

nor shall any wage continuation benefits be paid for any time lost or any inability to return to regular or full-time work beyond two calendar years from the date the injury was sustained.

(3) If the employee sustains a lost time injury, wage continuation hours may commence the next day after an employee was injured and has started losing time from regularly scheduled work. Time lost on the day of the injury will be coded as Administrative Leave. During the first 40 hours of lost time from regularly scheduled work, the employee may use 40 hours of wage continuation benefits or a ratio of one hour of wage continuation benefits for each hour lost from regularly scheduled work due to the injury until the first 40 hours are used. Thereafter, wage continuation benefits may be used in a ratio of one hour of wage continuation benefits for each ten hours of regular time lost due to the injury until the maximum wage continuation benefit has been met.

The employee may be paid for actual time required to travel to and from a medical provider's appointment and the actual time at the provider's office until the maximum wage continuation benefit time as indicated above is

met or the treatment exceeds the two-year period from the date of injury, whichever occurs first.

(4) To be eligible for wage continuation benefits, an injured employee must:

(a) have sustained a compensable injury or occupational disease as defined by the Workers' Compensation provision of the Labor Code, Sec. 401.011.

(b) have reported the injury to his or her immediate supervisor or designated department representative · within 24 hours of the occurrence of the injury; or

· within 24 hours of the first diagnosis of a work-related illness by a physician; or

· at the beginning of the next workshift. For repetitive motion trauma, including Carpal Tunnel Syndrome, the employee must report the injury or illness within 24 hours of when he or she knew that the injury or illness may be job-related.

(c) not have violated any written safety standards, rules or procedures.

(5) An employee with an injury who is able to perform limited, partial, or part-time duty may be required by the Director of Human Resources or his/her designee to do so for the employee's own department or another department if such work is available. While performing such limited, partial, or part-time duty, the employee shall be paid for such work by the department the employee was assigned to at the time of the injury.

(6) An employee who does not qualify for wage continuation benefits, or whose benefits expire before being released to regular duty by the treating physician, may take his/her accrued sick and vacation leave, provided, if the employee is receiving weekly workers' compensation payments, then sick and vacation leave may usually be taken in an amount equal to one hour of sick or vacation leave for each 10 hours of time off of the job due to the injury. Sick and vacation leave may be taken in amounts necessary to achieve total net pay which is equivalent to the employee's regular net pay (excluding earnings that would have been due to overtime). Normally, this will not exceed 8 hours per pay period. An employee who has used all accrued sick and vacation leave, and injured employee wage continuation plan benefits before being released to regular duty, must request a leave of absence without pay.

(7) Any employee who sustains any on the job injury, however minor, and who is physically able, must report the injury within twenty-four hours or at the beginning of the next regularly scheduled work shift to his/her immediate supervisor or designated departmental representative and receive such medical treatment as may be necessary. Each department will provide employees with a list of alternate reporting options if the immediate supervisor is not available. Failure to report the injury to the

immediate supervisor or designated representative within the specified time limit will cause the employee to be ineligible to receive wage continuation benefits.

(8) An employee who is injured after notice of retirement or of resignation or after receiving notice that he/she is to be laid off or discharged, shall not receive and shall not be eligible for wage continuation payments beyond the date his/her retirement, discharge, resignation, or layoff was to be effective. A probationary employee shall not receive wage continuation payments nor be eligible for such payments beyond the end of his/her probationary period unless confirmed as a regular employee based on his/her performance prior to the injury.

(9) The Director of Human Resources or his/her designee may require an injured employee, in addition to medical treatment secured by the employee under workers' compensation laws, to submit to examination and treatment at City expense by a physician or physicians chosen or approved by the Director of Human Resources as a condition of receiving or continuing to receive wage continuation benefits. An employee who refuses to submit to such examination or to such diagnostic tests, x-rays, surgical procedures including exploratory surgery or such other treatment as such physician prescribes or recommends as medically necessary or indicated to diagnose, treat or cure the employee's injured condition, for any reason other than pre-existing religious beliefs or because such treatment would be more than ordinarily unsafe for the employee, shall forfeit all rights to any future wage continuation payments.

Failure to keep medical or therapy appointments shall be deemed a refusal to submit to examination and treatment for which the employee shall forfeit all rights to any future payments, provided the Director of Human Resources may suspend such payments and if the employee later submits to examination and treatment, the Director of Human Resources may authorize the resumption of injured employee wage continuation payments to the employee, however, the employee shall forfeit any payments that would have accrued during the period the payments were suspended. Such forfeiture should not extend to or affect the employee's workers' compensation medical or weekly disability payment benefits.

(10) Under the following conditions an employee shall forfeit all rights to any future wage continuation payments that the employee would have otherwise been eligible for due to his/her physical injury:

(a) Who is found to be working for pay at any job not held prior to the injury and not approved by the Director of Human Resources and not specifically recommended by the treating physician and/or physician designated by the Director of Human Resources; or

(b) Who resigns for any reason while receiving wage continuation payments; or

(c) Who is discharged for any reason, while receiving wage continuation payments; or

(d) Who fails or refuses to comply with or follow or disregards or violates the treating physician's instructions regarding treatment of his/her injury; or

(e) Who retires or dies while receiving injured employee wage continuation payments; or

(f) Who refuses to perform limited, partial or part-time duty when offered by the Director of Human Resources and has been authorized by the treating physician; or

(g) Who refuses to accept or perform a different job with the City when offered by the Director of Human Resources or his/her designee that is within the employee's physical capacity and for which the employee is qualified or will be trained; or

(h) Who falsifies or misrepresents his/her physical condition or capacity of disability as worse than it in fact is while receiving wage continuation payments; or

(i) Who refuses to return to regular duty after he/she has been released to regular duty by the treating physician.

(11) Except where suspension or forfeiture of benefits is due to death, resignation, retirement, discharge, or return to regular duty, the Director of Human Resources or his/her designee shall notify the employee by letter of such suspension or forfeiture, the reason thereof, the effective date thereof, and that the Director of Human Resources or his/her designated representative shall meet with the employee upon request if the employee wishes to protest the suspension or forfeiture. If at any time it appears to the Director of Human Resources that a suspension or forfeiture was not proper, in whole or in part, the Director of Human Resources shall retroactively rescind such part of the suspension or forfeiture as was not proper or shall totally rescind such suspension or forfeiture.

(12) In addition to its rights of subrogation granted by law or contract for other benefits, including workers' compensation, the City shall also be subrogated to the rights of an injured employee or his/her beneficiary as against a third party to the extent of the injured employee's wage continuation benefit payments paid such employee under this provision.

The Human Resources Director is hereby authorized and directed to promulgate necessary rules and regulations for the efficient administration of this plan. Payment of benefits under this plan shall be upon authorization by the Director of Human Resources only and shall at all times remain subject to his/her approval.

(9) **Serious Injury Supplement**

Approval of payment is not a guarantee of continued employment, and does not delay the start of the return to work process.

Any regular or probationary employee who sustains a compensable work related injury or illness on the job and remains unable to return to work in any capacity for a period of nine continuous work weeks may be eligible to receive the serious injury supplement.

The serious injury supplement is in addition to, but separate from, worker's compensation payments.

The serious injury supplement is contingent on the employee complying with the eligibility and program rules outlined below.

**(a) Serious Injury Supplement Rules:**

(1) Employees may receive the serious injury supplement only for such time as a physician, either selected by the Director of Human Resources, or selected by the employee and approved by the Director of Human Resources, certifies that the employee is not able to return to regular, limited, partial or part-time duty, with or without restrictions and has not reached maximum medical improvement.

(2) The employee must submit a written request for the serious injury supplement to his/her department director.

(3) Payments will begin after wage continuation benefits are exhausted and the employee has met all the serious injury supplement eligibility requirements.

(4) Serious injury supplement payments may commence the following Monday after an employee has experienced nine weeks of continuous loss of work time due to a compensable injury or illness.

(5) An injured employee will receive 8 hours of pay per week from the City as the serious injury supplement, which is in addition to workers' compensation Temporary Income Benefits. This 8 hours of pay will not be charged against sick or vacation leave time.

(6) While off work and receiving the serious injury supplement, an employee shall continue to accrue vacation and sick leave. No accrued sick or vacation leave may be used during any week in which an employee is receiving the serious injury supplement.

(7) Serious injury supplement payments will end at the earliest of the following: termination of employment, return to work in any capacity, 52 weeks from the date of injury, or upon reaching maximum medical improvement. Once serious injury supplement payments for a particular injury end, payments for that injury will not resume.

**(b) Eligibility Requirements for Serious Injury Supplement**

An injured employee must:

(1) have sustained a compensable injury or illness as defined by the Workers' Compensation provision of the Labor Code, Sec. 401.011;

(2) not have violated any written safety standards, rules or procedures;

(3) have been qualified for and exhausted the allowable wage continuation benefits;

(4) be receiving workers' compensation Temporary Income Benefits;

(5) have experienced nine weeks of continuous loss of work time due to the injury;

(6) agree to case management; and

(7) be participating in or have participated in the City's return to work program.

**(c)** An employee who is injured after giving notice of retirement or of resignation or after receiving notice that he/she is to be laid off or discharged, shall not receive and shall not be eligible for the serious injury supplement beyond the date his/her retirement, discharge, resignation or layoff was to be effective. A probationary employee shall not receive the serious injury supplement nor be eligible for such payments beyond the end of his/her probationary period unless confirmed as a regular employee based on his/her performance prior to the injury.

**(d)** The Director of Human Resources or his/her designee may require an injured employee to submit to examination by a physician or other healthcare provider chosen or approved by the Director of Human Resources as a condition of receiving or continuing to receive the serious injury supplement.

**(e)** An employee shall forfeit all rights to any future serious injury supplement that the employee would otherwise have been eligible for due to his/her physical injury if the employee:

(1) Is found to be working for pay at any job; or

(2) Resigns for any reason while receiving the serious injury supplement; or

(3) Is discharged for any reason while receiving this serious injury supplement; or

(4) Fails or refuses to comply with or follow or disregards or violates the treating physician's instructions regarding treatment of his/her injury. Failure to keep medical, therapy, or other healthcare appointments shall

be deemed a refusal to submit to examination and treatments; or

(5) Retires or dies while receiving the serious injury supplement; or

(6) Is deemed able to return to work in any capacity by the treating physician, and refuses to accept the City's offer of a limited, partial or part-time position; or

(7) Falsifies or misrepresents his/her physical condition or capacity or disability as worse that it in fact is while receiving the serious injury supplement.

**(f)** In addition to its rights of subrogation granted by law or contract for other benefits, including workers' compensation, the City shall also be subrogated to the rights of an injured employee or his/her beneficiary as against a third party to the extent of the serious injury supplement paid such employee under this provision.

The Director of Human Resources is hereby authorized and directed to promulgate necessary rules and regulations for the efficient administration of this program. Payment of benefits under this program shall be upon authorization by the Director of Human Resources only and shall at all times remain subject to his/her approval.

b. **Unpaid Leave**

The granting of unpaid leave is subject to the approval of the Department Director or City Manager. The requesting employee must justify in writing any request for unpaid leave. When an unpaid leave exceeds two weeks in any month, service credit for all employment privileges shall cease until the employee returns from leave.

If an employee fails to return to work at the time specified in the application for unpaid leave and does not provide a reasonable excuse and notice to his/her department, that employee shall be considered to have resigned effective the date of return specified in the original application.

Except for "key employees" under certain circumstances, granting unpaid leave constitutes a commitment to the employee that there will be a position available upon his/her return, which is of at least equal pay grade as the position vacated and at the same or higher rate. However, this policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a reduction in force, the commitment to return the employee to a position with the City will cease on the day the employee is terminated or the position is eliminated. A "key employee" is defined as an employee who is salaried, and is among the highest paid 10 percent of City employees. The new position need not have the same classification as the one vacated.

While on leave of absence, sick and vacation leave cannot be accrued or used.

The employee's service credit is adjusted upon return from unpaid leave by the amount of leave taken.

When unpaid leave qualifies under the Family and Medical Leave Policy, it is also subject to the requirements of Section III. B.1.c.

(1) **Zero Time**

A Department Director may authorize an unpaid absence of one week or less as an extension of sick or vacation leave when those benefits are exhausted. Such leave shall be known as zero time and does not require that the employee separate from the City as with a Leave of Absence (below). In certain cases zero time may exceed forty hours, in which case the employee will forfeit a portion of accrued personal and sick leave according to leave penalty calculation tables. An employee who exceeds forty hours zero time in a pay period should be placed on leave of absence if appropriate. Zero time may also qualify under the Family and Medical Leave Policy (See Section III. B.1.c.)

(2) **Leave of Absence**

Regular employees may be granted a leave of absence for illness, disability, pregnancy, political activity, educational purposes, military duty or for any other legitimate purpose. Employees must provide justification for requesting the leave to their Department Director.

Leaves of thirty days or less may be approved by the Department Director. Leaves of more than thirty days must be approved by the Department Director and the City Manager or his/her designee.

An employee who is requesting a leave for one of the reasons listed in Section III.B.1.c.(1), but who has exhausted family or medical leave (See Section III. B.1.c.), may be granted a leave of absence. Leaves of absence of up to thirty days beyond the twelve-week family and medical leave allocation may be approved by the Department Director. Any leave of absence for more than thirty days beyond the twelve week family and medical leave allocation must be approved by the Department Director and the City Manager or his/her designee. Extensions for the same purpose as the leave was originally granted may be approved by the City Manager or his/her designee for any period of time not to exceed a total absence of one year. Leaves of one year may not be renewed.

Regular employees who volunteer for military service or who are called to service by military authorities at any time, shall be granted military leave of absence. An employee on indefinite military leave who does not accept reappointment with the City in his/her same or comparable position within ninety days after the date of release from active duty shall be considered to have resigned from the City.

c. **Family and Medical Leave Policy**

Employees who have been employed for at least twelve (12) months, and who have worked at least 1,250 hours during the preceding twelve-month period are eligible for family and medical leave as required under the Family and Medical Leave Act (FMLA)

of 1993. Except for those employees designated as “key employees,” employees will be returned to the same or an equivalent position upon their return from leave.

(1) **Conditions**

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve weeks during the calendar year for the following reasons:

(a) Family Leave

*i.* the birth of the employee’s child and in order to care for the child;

*ii.* the placement of a child with the employee for adoption or foster care;

(b) Medical Leave

*i.* to care for a husband, wife, domestic partner, child or parent who has a serious health condition;

*ii.* a serious health condition that renders the employee incapable of performing the functions of his or her job.

(c) Military Qualifying Exigency

*i.* for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member in the Armed Forces, including the National Guard or Reserves on covered active duty, or that has been notified of an impending call or order to covered active duty.

(d) Military Caregiver Leave

*i.* up to twenty six (26) workweeks of leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave for a combined total of up to 26 weeks during a single rolling forward 12-month period on the date the military caregiver leave is first used. Military Caregiver FMLA can be used:

- To care for a covered service member, who is a current member of the Armed Forces, including the National Guard or Reserves, with a qualifying serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee;
- To care for a covered veteran, with a qualifying serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director.

Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use accrued vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave as allowed under Section III.B.1.a.(3)(e).

In the event that appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Any use of accrued leave under this section will count toward the 12-week annual family and medical leave allotment.

(2) **Parental Leave Benefit**

Paid Parental Leave is available to mothers and fathers for the birth of the employee's child and the placement of a child with the employee for adoption or foster care without regard to the marital status or sexual orientation of the parenting individual. All employees in regular budgeted positions that qualify for FMLA leave can utilize the Parental Leave except those employees whose terms and conditions of employment with the City are negotiated through a collective bargaining agreement or a meet and confer agreement.

The paid Parental Leave Benefit is up to 30 working days for a maximum of 240 hours (six weeks) for employees scheduled to work 40 hours per work week.

Parental Leave must be taken within the FMLA period associated with the date of the birth or placement of a child for adoption or foster care. Employees are not entitled to take Parental Leave intermittently or on a reduced leave schedule unless approved by their Department Director.

(3) **Leave Bank**

A voluntary leave bank, administered by the Human Resources Department, consists of accrued leave donated by employees and awarded to eligible, qualifying regular and part-time employees who are members of the Leave Bank.

All Leave Bank members in regular, budgeted positions who have exhausted all paid leave and who qualify for FMLA leave can request donations from the City of Austin's Leave Bank, except those employees whose terms and conditions of employment with the city are negotiated through a collective bargaining or meet and confer agreement. Requests for donations will be prioritized with higher priority given to employees who are not eligible for the Parental Leave Benefit described in Section III.B.1.c. Requests will be reviewed and acted upon by the Leave Bank Committee.

(4) **Donating Accrued Leave**

A minimum donation of accrued leave is required for an employee to become a member of the Leave Bank. All donations are strictly voluntary. Donated hours cannot be returned to the donor.

Donations will be requested through the annual Benefit Open Enrollment period. Each member must complete a form verifying his/her willingness to join the program on a voluntary basis. Membership will continue until a member 1) terminates employment, 2) retires, or 3) fails to renew membership. Membership in the Leave Bank does not rollover. Employees must renew their membership each year they want to participate. An employee who fails to become a member during an open enrollment period may become a member during the next open enrollment period.

A non-member who seeks leave from the Leave Bank due to an unforeseen FMLA qualifying event may enroll to become a member at any time.

One additional enrollment period may be scheduled annually at the discretion of the Human Resources Director. Leave Bank hours will be available to employees beginning in January following the Benefit Open Enrollment period.

Donations may only be made from accrued sick or vacation hours. The Human Resources Department will develop a procedure to establish the donation process and define minimum donation requirements.

(5) **Applying for Donations**

The Human Resources Department will develop a procedure and application process so that members of the Leave Bank can meet with their department FMLA coordinator to apply for donations from the Leave Bank program.

Members should submit their application before the requested hours are needed or as soon as practicable. Hours will not be awarded on a retroactive basis.

(6) **Receiving Donations**

A Leave Bank Committee, composed of a representative from the Human Resources Department, Financial Services Department, and the Employee Benefits Advisory Committee, will review and evaluate the applications to determine the number of Leave Bank hours, if any, to be awarded.

Members must exhaust their own accrued sick, vacation, exception vacation, personal holiday, and compensatory time balances and have a FMLA qualifying event prior to any award of Leave Bank hours.

Members that are eligible for and have not exhausted Workers Compensation benefits, or any other COA paid benefits (for example, LTD, STD, serious injury supplement, and wage continuation) are not eligible to be awarded Leave Bank hours.

Members may be awarded up to 240 Leave Bank hours for a FMLA-qualified condition or event. Leave Bank hours must be taken within the FMLA period

associated with the qualifying event. The ability to award donated hours from the Leave Bank is dependent upon available hours voluntarily donated by employees.

Hours awarded are proportionate to the member's budgeted work week; i.e., a 20hour/week member could be awarded up to 120 hours. Leave benefits continue to accrue while using Leave Bank hours.

If a member who receives donations terminates employment with the City before the donations are exhausted, any unused donated leave balance will be returned to the Leave Bank. Members leaving employment with the City are not entitled to payment of awarded, but unused Leave Bank hours. Additionally, the estate of a deceased employee is not entitled to payment of unused Leave Bank hours.

(7) **Request for Leave**

An employee should request leave in writing. An employee who intends to take parental, family or medical leave for planned medical treatment must submit a request to their Department Director at least thirty days before the leave is to begin. The request must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty days advance notice, the employee must give notice to their Department Director as soon as possible but no later than two business days after the employee learns of the need for the leave.

A Department Director may require satisfactory proof of the proper use of medical leave and may disallow medical leave in the absence of such proof.

(8) **Benefits Coverage During Leave**

While on family or medical leave, employees have the option to continue health and other benefits coverage under the same conditions that applied before the leave began. For coverage to continue, employees shall continue to pay premiums that they would be required to pay if they were actively at work. Failure to pay the premiums may result in loss of coverage.

(9) **Return to Work**

Other than key employees under certain circumstances, employees eligible for family and medical leave will be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. The City cannot guarantee that employees will be returned to their original jobs. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or his/her position is eliminated through a reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five consecutive working days or more for his or her serious health

condition, must provide a Return to Work Release from the employee's health care provider before the employee will be permitted to return to work. The Return to Work Release must state that the employee is able to resume work.

(10) **Failure to Return to Work**

Employees who do not return to work after using all family or medical leave will be subject to immediate termination unless additional leave has been requested and granted. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that he or she will not be able to return on the original return date.

An employee who fails to return to work after the expiration of the leave will be required to reimburse the City for the City's portion of health premiums paid during the leave, unless the reason the employee fails to return is a serious health condition which prevents the employee from performing his or her job, or if the circumstances are beyond the employee's control.

d. **Absence Without Authorization**

Employees who are absent prior to receiving approval to take leave, or who are absent even though leave has been denied, or who are absent without contacting their supervisor regarding that absence will be considered absent without authorization, and may be subject to disciplinary action up to and including immediate dismissal for any amount of unauthorized absence. Such absences are recorded on time records in the same manner as zero time.

**2. Health Related Benefits**

The City is committed to providing cost-effective benefits, which assist employees in being physically and mentally healthy. The benefits and services offered by the City may be changed or terminated at any time upon approval of the City Council and do not constitute a guarantee of continued employment with the City.

Benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being able to be covered. The provisions of and eligibility for the various benefits are governed by each Plan instrument which may be a Plan document or certificate of coverage, or both.

With respect to medical and dental coverage, life insurance, the employee assistance and wellness programs, the definition of eligible dependent may vary from plan to plan.

a. **Medical Coverage**

The City may offer, if economically feasible, medical coverage for eligible employees and their eligible dependents. Medical insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis.

b. **Dental Coverage**

The City may offer, if economically feasible, a dental assistance plan for eligible employees and their eligible dependents. Dental coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis.

c. **Life Insurance**

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents.

d. **FLEXTRA**

FLEXTRA is a tax savings program allowed by the Internal Revenue Service Code. Based on Council approval on an annual basis, the City may offer this program to enable eligible employees to deduct eligible premiums on a before-tax basis, and to set aside a portion of the employee's salary for dependent care or out-of-pocket health care expenses before tax and other such options as allowed by law.

e. **Short Term Disability**

The City may offer, if economically feasible, Short Term Disability (STD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. Short-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis.

f. **Long Term Disability**

The City may offer, if economically feasible, Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of a disability. Long-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis.

**3. Other Benefits**

a. **Blood Fund**

The City may provide, if economically feasible, an Employee Blood Fund. This fund is intended to reduce reliance on community blood supplies by promoting continual, voluntary blood donations to ease the financial burden on employees who need blood products such as transfusions or plasma.

b. **Bus Passes**

The City may subsidize, when economically feasible, the cost of bus passes for eligible employees. When this benefit is provided by the City, eligible employees may purchase bus passes at a reduced rate for transportation to work.

c. **Child Care Information**

The City may offer, when economically feasible individual consultation and information on community resources for child care. The City may also, when economically feasible, subsidize child care costs for eligible employees.

d. **Deferred Compensation**

The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee.

e. **Employee Assistance Program**

The City may offer, when economically feasible, an Employee Assistance Program (EAP). This program is a professional, confidential counseling service available to help eligible employees and eligible dependents resolve personal problems. When funding is available, the City will provide this program at no cost to employees.

f. **Tuition Reimbursement**

The City may offer, when economically feasible, a Tuition Reimbursement Program for eligible employees. The Tuition Reimbursement Program generally supports technical and academic courses at accredited schools and institutions.

g. **Wellness**

The City may, when economically feasible, invest in the health and well-being of its employees through a wellness program. This program provides eligible employees access to wellness-related activities and programs when funding is approved by Council on an annual basis.

## IV. PERFORMANCE COUNSELING /DISCIPLINE /COMPLAINTS

It is the intent of this section to establish clear, positive guidelines for corrective and preventive job performance counseling and for discipline, complaint and appeal processing. It is also the intent of this section to safeguard the rights of employees, to ensure that all employees are judged by fair and equitable standards and to require that all rules are applied on an equitable basis. This section should not be interpreted to eliminate the discretionary factors all employees, whether supervisory, non-supervisory or management, must rely on for discharging their designated duties and responsibilities.

## A. PERFORMANCE COUNSELING

Any employee who exhibits substandard work performance should be counseled in the following manner:

### 1. Initial Counseling

For the first indication of substandard work performance the supervisor should advise the employee of his/her unsatisfactory performance and recommend specific areas for improvement. A written record may be retained within the employee's department.

### 2. Written Documentation

For a second indication of substandard performance, the supervisor will state in writing:

a. The specific deficiencies observed in the employee's performance,

b. The necessary improvement,

c. The period of time in which improvement must occur, and

d. What further action will result if the employee fails to show satisfactory improvement.

The written counseling memo should be signed by both the employee and the supervisor and shall be maintained within the department. If the employee refuses to sign, the supervisor should have a witness sign that a copy was given to the employee. The employee's signature indicates receipt of the document only, not necessarily acceptance of its contents.

If an employee continues to exhibit substandard work performance beyond the established time limits and below the expected level, the options available to the employee and supervisor will include: (1) reassignment, (2) demotion, or (3) termination.

## B. DISCIPLINE

In implementing the disciplinary procedure outlined below, a supervisor should consider such factors as the type and severity of the offense, the employee's work record, and any mitigating circumstances surrounding the offense. All employees have the right to appeal any disciplinary action through the complaint process outlined in this section.

### 1. Basis for Disciplinary Action

Offenses constituting grounds for disciplinary action include, but shall not be limited to, the following major categories:

a. Absenteeism
b. Insubordination
c. Misconduct
d. Violation of Personnel Policy

## 2. Disciplinary Actions

Any or a combination of the following disciplinary measures may be taken depending on the particular circumstances surrounding an offense. An employee shall be given warning with time to improve whenever possible prior to suspension or termination. The recommended disciplinary actions are listed below:

a. **Oral Reprimand**

For the first violation, an oral reprimand will normally be given identifying any violations and indicating needed improvement. A written record of this warning may be maintained within the employee's department.

b. **Written Reprimand**

A written reprimand, which is normally the second step in the disciplinary procedure, should be signed by both employee and supervisor and shall be maintained within the department. If an employee refuses to sign, the supervisor should have a witness sign that a copy was given to the employee. The employee's signature indicates receipt of the document only, not acceptance of its contents. This document should include identification of the violation, indication of necessary improvement, and information concerning further disciplinary action that could result from failure to show improvement.

c. **Disciplinary Probation**

An employee may be placed on disciplinary probation for a stated period of time in order to allow the employee to show improvement on the problem(s) specified at the time of probation.

The disciplinary probation period will be initiated by a written document signed by the supervisor and provided to the employee, which:

(1) Identifies the problem(s),
(2) Indicates the necessary improvement,
(3) Specifies length of probation period,
(4) Informs employee of further disciplinary action, which could result from failure to show satisfactory improvement within the specified probation period.

d. **Suspension**

(1) Disciplinary Suspension

A Department Director may suspend a non-exempt employee without pay for a period from one to fifteen workdays. A Department Director may suspend an exempt employee for an entire workweek or multiples thereof. No disciplinary suspension or combination of suspensions shall exceed fifteen work days, or three work weeks in twelve consecutive months. An employee who is suspended shall be given written notice of the reasons for the action, and a copy shall be forwarded immediately to the Director of Human Resources to be made a part of the employee's personal history record.

Following completion of the suspension period, the employee will be automatically reinstated.

(2) Other Suspension

During investigation, hearing, or trial of an employee on any civil cause or criminal charge, an employee may be suspended upon recommendation by the Department Director and approval of the City Manager for the duration of the proceedings when the suspension would be in the best interest of the City. An exempt employee shall be suspended only for entire work weeks or multiples thereof. The suspension shall terminate within ten days after completion of the case for which the employee was suspended by resignation or dismissal of the employee, or by reinstatement of the employee with full recovery of all pay, or other appropriate action as determined by the City Manager.

(3) Violation of Safety Rules

The limitations set forth in subsections (1) and (2) do not apply if the reason for the suspension is a violation of a safety rule of major significance.

e. **Dismissal**

Dismissal normally occurs only when other disciplinary action has failed to achieve the needed results. Prior to dismissal, the Department Director should ensure that the employee has been properly counseled in writing concerning any deficiencies in behavior, given sufficient time to correct these deficiencies, and informed that failure to correct them may result in termination. However, this policy should in no way prevent the Department Director from taking immediate action when the nature of the offense warrants such action. The Department Director will furnish the Director of Human Resources with a written statement indicating the reasons for dismissal.

The following are examples of reasons for immediate dismissal:

(1) Use or possession of alcohol or illegal use or possession of inhalants or controlled substances while on duty or in the workplace,

(2) Falsification of official City records,

(3) Theft, willful damage and/or unauthorized use of City property,

(4) Willful failure to follow established safety guidelines when such failure could result in injury to the employee, co-worker, or other persons,

(5) Violation of the Weapons Policy,

(6) Acts and/or threats of violence, stalking, threatening behavior and/or intimidating or harassing behavior, which occur in the workplace and/or that are workrelated or relevant to the employee's job.

An employee may file a complaint contesting his/her dismissal as outlined in the complaint policy. If the results of an investigation support the employee's complaint, he/she shall be

reinstated with full recovery of back pay and benefits, or other action as determined by the City Manager.

## C. GRIEVANCES

### 1. General Statement

It is the City's intent to provide a process by which employee complaints can be addressed and resolved quickly. No employee shall ever be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of filing a grievance or complaint in good faith or participating in the investigation of a complaint. If an employee feels that he/she is being subjected to any of the above, said employee will have the right to appeal directly to the City Manager or designee, with notice to the Director of Human Resources.

Any employee may file a complaint through the chain of supervision to the Department Director. A regular employee may also file a grievance concerning disciplinary probation, denial of promotion, suspension, demotion or termination of employment to the City Manager through the Director of Human Resources.

### 2. General Grievance

Any employee who has a complaint may present that complaint through the departmental chain of supervision. (For grievances regarding discrimination, see Section 3.)

Supervisors and managers have a responsibility to respond to work-related complaints. If an employee cannot achieve resolution of the complaint at the first level of supervision, the employee may submit the complaint**,** through the departmental chain of supervision to the Department Director.

An employee should attempt to resolve any grievance or complaint informally by communicating with the immediate supervisor within five working days of the occurrence of the reason for the complaint. The immediate supervisor should respond and attempt resolution of the employee's complaints within five working days.

If the employee's concerns are not resolved to the employee's satisfaction, the employee may then address the complaint to the next level of management within five working days from the immediate supervisor's response.

If at this level the employee's concerns are not resolved to the employee's satisfaction, the employee may then address the complaint to the Assistant Department Director within five working days of receiving a response from the previous level of management.

Should the Assistant Department Director fail to resolve the employee's concerns to the employee's satisfaction within five working days, the employee may address the complaint, to the Department Director within five working days from receipt of the Assistant Department Director's response. The Department Director should respond to the employee's complaint within seven working days.

If at any of these levels, a supervisor or manager fails to respond within the specified time, the employee should proceed to the next level of management within five working days of the latest date a response should have been received. An employee who fails to do so

within thirty days will be considered to have dropped the grievance. Extensions may be granted if both parties agree in writing.

The decision of a Department Director is final unless the grievance concerns disciplinary probation, denial of promotion, demotion, suspension or termination of employment of a regular employee, or if the grievance concerns unlawful discrimination or harassment. In those instances the grievance shall be processed according to the following provisions.

**3. Discrimination Grievance**

Any employee who has a complaint based upon discrimination or harassment on the basis of race, creed, color, national origin, sex, gender identity, age, religion, veteran status, sexual orientation or disability, including an individual's AIDS or HIV status, may file a grievance.

An employee who feels discriminated against or harassed is urged to contact the department's Director, Assistant Director, or the Director of Human Resources as soon as possible. Any employee, supervisor or manager who becomes aware of any such discrimination or harassment should immediately report it to the Assistant Department Director, Department Director or to the Director of Human Resources to ensure that such conduct does not continue.

The Department Director or the Director of Human Resources, as appropriate, is responsible for investigating the complaint and assuring that necessary action is taken. An employee who is dissatisfied with the action taken should contact the City Manager's office as soon as possible. The City Manager may refer the complaint for investigation prior to the Manager's consideration.

**4. Grievance Concerning Disciplinary Probation, Denial of Promotion, Demotion, Suspension or Termination of a Regular Employee**

Any regular employee who has a grievance concerning disciplinary probation, denial of promotion, suspension, demotion or termination of employment may utilize the grievance process described in this section. All grievances must be filed in writing within the specified time. The required forms will be available in the Human Resources Department. At the time the grievance is filed the employee must**;** (a) select a hearings officer from a list provided by the Director of Human Resources, and (b) for grievances involving termination, choose either hearings option A or B as specified in Section IV.C.4.c.

All grievances shall be processed in a timely and efficient manner. A hearing shall be held within twenty working days of the Director of Human Resources' receipt of the employee's written request. Grievances will be heard by an impartial hearings officer trained in fact finding.

A record will be made of each hearing of a grievance. The hearing will be conducted according to procedures approved by the Director of Human Resources.

a. **Department Level Appeal**

A regular employee who has a complaint regarding disciplinary probation, denial of promotion, suspension or demotion may file a written grievance with the supervisor or

manager within twenty working days of the action. (A regular employee who has a complaint regarding termination of employment may file directly with the Director of Human Resources as outlined in section b. of this policy.)

The supervisor or manager should respond in writing within ten working days of receipt of the grievance.

If the employee receives no response or is not satisfied with the response, the employee may appeal to the Department Director within five working days of receipt of the supervisor's or manager's response.

The Department Director should respond in writing within fifteen working days of receipt of the grievance.

b. **Hearing Requests**

A regular employee whose employment has been terminated or a regular employee who wishes to appeal a Department Director's decision regarding the appeal of a disciplinary probation, a denial of promotion, a suspension or a demotion may request a hearing. The employee must make a written request to the Director of Human Resources within twenty (20) working days of the employee's receipt of actual notice of the termination or receipt of the Department Director's response to the grievance.

c. **Hearings**

(1) Termination

If the grievance involves a termination, the employee must select hearings option A or B:

**Option A**

The hearings officer shall be responsible for producing a written report which contains a summary of the evidence and findings of fact. A copy of the hearings officer's report will be forwarded to the Director of Human Resources, the grievant, Grievance Committee, and the Department Director within seven working days of the hearing. The Director of Human Resources will schedule a meeting for the grievance committee.

The grievance committee will review the report and make a recommendation to the City Manager to uphold, reverse or modify the department's action. (See Section IV.C.4.e)

**Option B**

Regular employees filing a grievance concerning termination may request to have their grievance heard by a hearings officer who will produce a written report which contains a summary of the evidence, findings of fact, and a recommendation. The recommendation will be to uphold, reverse or modify the department's action. Such recommendation should be consistent with personnel policies. The report including

the recommendation will be provided to the City Manager, with copies to the grievant, the Department Director, and the Director of Human Resources.

(2) Other Grievable Personnel Actions

Grievances of all actions other than termination will be heard by a hearings officer who will produce a written report containing a summary of the evidence, findings of fact and recommendation to the City Manager. The recommendation will be to uphold, reverse or modify the department's action. Such recommendation should be consistent with personnel policies. The report including the recommendation will be provided to the City Manager, with copies to the grievant, the Department Director, and the Director of Human Resources.

d. **Grievance Committee**

The grievance committee will consist of a panel of three members selected from a pool of twelve regular employees who will be elected by City employees.

A committee member will be automatically disqualified from serving on a particular grievance panel if that member is employed in the same department as the grievant, is personally acquainted with the grievant, or has personal knowledge of the facts of the matter being grieved. Any committee member who has discussed the particular grievance with anyone other than the two other committee members shall disclose that fact and shall not participate.

e. **Grievance Committee Meeting**

The grievance committee will meet and develop a recommendation to the City Manager within five working days of receipt of the hearings officer's report. The committee will determine the action, if any, to recommend to the City Manager. The committee may recommend to uphold, reverse or modify the department's action. Such recommendation shall be based exclusively on the written findings of fact, and should be consistent with personnel policies.

The grievant and the department may attend this meeting to make a presentation related to the recommendation that the grievance committee will make to the City Manager. Only information pertaining to the facts previously submitted in the hearings officer's report will be accepted. The grievance committee meeting will be conducted according to procedures established by the Director of Human Resources.

f. **City Manager**

The City Manager's decision will be issued in writing within twenty working days of the Manager's receipt of the complete grievance record, including the hearings officer's report and the committee's recommendation. The City Manager will only use information provided through the grievance process in making a determination. When necessary, the Manager may take up to ten additional working days if the grievant is notified in writing of the reasons for the delay.

As provided in the City Charter, the City Manager has the authority to appoint and remove most City employees. The City Manager may implement all, part, or none of the

recommendation of the grievance committee or hearings officer. The City Manager's decision is final except in those cases where an employee is appointed by the Council and for employees of the Municipal Court, where the decision of the Clerk of the Court shall be final.

**5. Procedure Complaints**

If either party has a concern about the hearing procedure they may file a complaint with the Director of Human Resources within 48 hours upon the completion of the hearing.

If either party has a complaint concerning the hearings officer's report, they may file it with the Director of Human Resources within 48 hours of the receipt of the report.

The Director of Human Resources will investigate any complaint concerning the grievance process and take appropriate action to correct the problem. Such actions may include but are not limited to:

a. Direct the hearings officer to review the evidence and confirm the report and finding of fact.

b. Inform the City Manager of issues related to the report.

**6. Timeline Extensions**

Any of the above time limits may be extended by written agreement of the employee and the Department Director or by the direction of the City Manager or the Director of Human Resources.

**DEFINITIONS** (Some of these definitions may pertain to Civil Service or Non-Civil Service exclusively.)

**Absence Without Authorization**
Absence from work without permission of an employee's immediate supervisor. This includes failure to notify the immediate supervisor of the inability to report to work.

**Break in Service**
An absence from the service of the City of Austin occurring between the termination date and subsequent reemployment date, which causes the loss of service credit.

**Classification**
A group of positions sufficiently similar in duties and responsibilities such that the same title may be used to designate each of the positions, that the same employment standards may be applied to all incumbents or applicants and that the same pay grade may be applied with equity under comparable employment conditions.

**Classification Study**
The collection, analysis and evaluation of data by the Human Resources Department to determine the proper value of a classification and/or the proper classification of an individual position.

**Demotion**
The assignment of an employee from a position in one pay grade to a position in another pay grade having a lower maximum salary rate made for non-Civil Service employees at the discretion of the Department Director.

**Department**
A major functional unit of the City government.

**Department Director**
A person appointed by and responsible to the City Manager or City Council for administration of a Department.

**Department Head**
The chief or head of the fire or police department or that person's equivalent, regardless of the name or title used.

**Division**
A major functional unit of a department.

**Domestic Partner**
The individual who lives in the same household and shares the common resources of life in a close, personal, intimate relationship with a City employee if under Texas law the individual would not be prevented from marrying the employee on account of age, consanguinity or prior undissolved marriage to another. A domestic partner may be of the same, or opposite, gender as the employee.

**Employee**
Any individual working in the service of the City of Austin in an official, paid capacity or who is on unpaid leave of absence. (See also Employee, Probationary; Employee, Regular; and Employee, Temporary.)

**~ Exempt Employee**
The employment status which indicates that an employee is salaried and not eligible for overtime compensation except by approval of the Director of Human Resources.

**~ Full-Time Employee**
The employment status which indicates that an employee is regularly budgeted to work 40 hours or more per week.

**~ Non-Exempt Employee**
The employment status which indicates that an employee is paid on an hourly basis and is eligible for overtime compensation as provided in these policies.

**~ Part-Time Employee**
Regularly budgeted to work less than 40 hours per week.

**~ Probationary Employee**
An employee who has not completed six months of continuous service with the City in one or more regular budgeted positions.

**~ Regular Employee**
Any employee who has completed six months of continuous service with the City after his/her initial employment or reemployment in one or more regular budgeted positions, or who entered the service of the City before January 1, 1954, and has been in service continuously since that time.

**~ Temporary Employee**
Any individual employed for a period of time which usually does not exceed six months, or for some longer period when the position requires non-continuous, but repetitive, short- term assignments.

**Foster Care**
"As defined by the regulations implementing the Family and Medical Leave Act of 1993."

**Health Care Provider**
"As defined by the regulations implementing the Family and Medical Leave Act of 1993."

**Immediate Family**
An employee's immediate family includes the employee's:

- parents *(biological parents, adoptive parents, or persons in loco parentis to employee when employee was a child)*;
- spouse *(husband, wife*, *or domestic partner);*
- child *(biological, adopted, foster, stepchild, legal ward, or a child who is under 18, for whom the employee is a person standing in loco parentis, or age 18 or older with a disability and incapable of self-care)*;
- sisters, brothers;
- grandparents;
- grandchildren;
- parents and grandparents of an employee's spouse; and any relative living in the same household with an employee.

**Immediate Supervisor**
An individual charged with the responsibility for directing another employee's daily activities.

***In Loco Parentis***
"As defined by the regulations implementing the Family and Medical Leave Act of 1993."

**Initial Employment Date**
The original date of entry into a paid position in the service of the City.

**Lateral Reassignment**
Reassignment of an employee to a position in the same pay grade but having different duties and responsibilities.

**Layoff**
The elimination of a position by the City for reasons beyond the control of an employee and not reflecting discredit to the employee.

**Military Leave**
An absence from the service of the City for service in the Armed Forces of the United States.

**Month**
One calendar month.

**Next of Kin of a Covered Servicemember for FMLA**
The nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood

relative as the nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

**On-Call**
Available to be called back to work outside officially scheduled work hours.

**Overtime**
Any time worked by a non-exempt employee which exceeds the legally permitted number of non-overtime hours for the work period.

**Pay Grade**
Divisions of the pay schedule with specified rates of pay into which positions are classified, based on the value of the duties, responsibilities, authority and other factors relative to all other positions in the system.

**Pay Grade Adjustment**
An adjustment in the pay grade assigned a classification as the result of a change in the value of that classification relative to all others in the system.

**Performance Planning and Review**
The process of assessing an individual's past performance and present capabilities against established performance standards and objectives for the purpose of improving organizational effectiveness and developing individual potential.

**Regular Budgeted Position**
All uses of the term **"**regular budgeted position" in these policies refer to positions filled by probationary or regular employees.

**Physician, Licensed**
A physician licensed by the Texas State Board of Medical Examiners.

**Position**
A group of defined duties and responsibilities assigned or delegated by an appointing authority, requiring full-time or part-time employment.

**Position Reclassification**
A change in classification for an individual position based on a change in duties and responsibilities.

**Probationary Period**
A working trial period of six months following initial employment or reemployment into a regular budgeted position, during which an employee is required to demonstrate his/her ability to perform the duties of the position.

**Promotion**
The assignment of an employee from a position in one pay grade to a position in another pay grade having a higher maximum salary rate.

**Reemployment Date**
The date of entry into a paid position in the service of the City following the termination date of a previous period of employment with the City.

**Salary Adjustment**
A change in an individual's pay rate based upon the individual's attainment of any required licenses, registrations or certifications, or a reassessment of the individual's employment history and educational background as related to the approved employment standards for a given position.

**Serious Health Condition**
"As defined by the regulations implementing the Family and Medical Leave Act of 1993."

**Service Credit**
The credit allowed for an employee's length of service when computing certain benefits such as vacation leave, sick leave, and retirement.

**Transfer**
The move of an employee from one department to another. This move may be promotional, demotion, or lateral.

**Voluntary Reassignment**
A change to a position in a pay grade with equal or lower maximum salary rate made at the request of an employee.

**Weapon**
Weapons include, but are not limited to the following: any firearm, including air pistols, air rifles, any switchblade knife or other knife with a blade longer than five and one-half inches in length (unless such a knife is used as a regular tool in the performance of the employee's duties) explosive materials, toxic agents, or any other weapon or device intended to be used as a tool of violence (e.g., chains, brass knuckles, baseball bats, tire iron).

**Work Day or Working Day**
Any one shift during which a department is open for business or on which an employee is scheduled to work.

**Work Period**
Usually seven continuous 24 hour days; for some public safety employees, a longer period designated by the Department Head or Director.

**Zero Time**
An unpaid absence from the City during which benefits are accrued and service credit is earned.

# Appendix A: Leave Accrual for City Employees

Effective FY 2010-2011

| Employee Group | Hours per Work Week | Years of Service | Vacation Hours | Sick Leave Hours* |
|---|---|---|---|---|
| Regular Non-Civil Service | 40 | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 4.34<br>5.34<br>6.00<br>6.67<br>7.67 | 4.00<br>4.00<br>4.00<br>4.00<br>4.00 |
| Regular Non-Civil Service | More than or equal to **30,** and less than **40** | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 3.25<br>4.00<br>4.50<br>5.00<br>5.75 | 3.00<br>3.00<br>3.00<br>3.00<br>3.00 |
| Regular Non-Civil Service | More than or equal to **20,** and less than **30** | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 2.17<br>2.67<br>3.00<br>3.34<br>3.84 | 2.00<br>2.00<br>2.00<br>2.00<br>2.00 |
| Regular Non-Civil Service | Less than **20** | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 1.09<br>1.34<br>1.50<br>1.67<br>1.92 | 1.00<br>1.00<br>1.00<br>1.00<br>1.00 |
| Executive | 40 | N/A | 7.67 | 4.00 |

Note: Vacation leave and sick leave are accrued 24 pay periods in the calendar year.
* Sick leave is paid to employees on separation if they were hired before 10/01/86 and have been continuously employed since.

**See also: Appendix A: Leave Maximums for City Employees (related chart)**

# Appendix A: Leave Accrual for City Employees (continued)

Effective FY 2010-2011

| Employee Group | Hours per Work Week | Years of Service | Vacation Hours | Sick Leave Hours* |
|---|---|---|---|---|
| Regular EMS | 48 | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 5.58<br>6.87<br>7.73<br>8.59<br>9.88 | 4.98<br>4.98<br>4.98<br>4.98<br>4.98 |
| Regular EMS | 42 | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 4.88<br>6.00<br>6.75<br>7.50<br>8.63 | 4.33<br>4.33<br>4.33<br>4.33<br>4.33 |
| Regular EMS | 40 | Less than or equal to 5<br>More than 5<br>More than 10<br>More than 15<br>More than 20 | 4.34<br>5.34<br>6.00<br>6.67<br>7.67 | 3.83<br>3.83<br>3.83<br>3.83<br>3.83 |

Note: Vacation leave and sick leave are accrued 24 pay periods in the calendar year.
* Sick leave is paid to employees on separation if they were hired before 10/01/86 and have been continuously employed since.

Leave accruals for EMS employees were amended through the Meet & Confer Agreement between the City of Austin and the Austin/Travis County EMS Employees Association on October 1, 2008

# Appendix A: Leave Maximums for City Employees

Effective FY 2010-2011

| Employee Group | Leave Maximums | Vacation Hours | Sick Leave Hours |
|---|---|---|---|
| Executive | Maximum Balance<br>Max Paid at Separation | 400<br>240 | Unlimited<br>720* |
| Regular Non-Civil Service | Maximum Balance<br>Max Paid at Separation | 400<br>240 | Unlimited<br>720* |
| Regular EMS<br>48 Hours per Week | Maximum Balance<br>Max Paid at Separation | 515<br>309 | Unlimited<br>926* |
| Regular EMS<br>42 Hours per Week | Maximum Balance<br>Max Paid at Separation | 445<br>270 | Unlimited<br>756* |
| Regular EMS<br>40 Hours per Week | Maximum Balance<br>Max Paid at Separation | 400<br>240 | Unlimited<br>720* |

Note: Vacation leave and sick leave are accrued 24 pay periods in the calendar year.
* Sick leave is paid to employees on separation if they were hired before 10/01/86, and have been continuously employed since.

Leave accruals for EMS employees were amended through the Meet & Confer Agreement between the City of Austin and the Austin/Travis County EMS Employees Association on October 1, 2008

**See also: Appendix A: Leave Accrual for City Employees (related chart)**

## Key Personnel Policy Facts at a Glance

### Pay and Benefits

**Compensatory Time** - accrual
Employees may accrue up to 120 hours of compensatory time. Eligibility:
Non-exempt employees — Page 22

**Court Leave** (paid)
Granted for the purpose of appearing as a juror, witnesses, or other official participant where the employee is not a party to the proceedings. Eligibility: All employees except non-exempt temporaries — Page 30

**Emergency Leave** (paid)
Up to three consecutive days for death in the immediate family. See definition below.*
Eligibility: Regular and probationary employees — Page 30

**Exception Vacation** - accrual Regular employees can accrue up to 160 hours;
EMS refer to department schedule. — Page 26

**FMLA Leave (Family and Medical Leave Act)**
The Family Medical Leave Act (FMLA) entitles eligible employees to take job-protected, unpaid leave for specific qualifying family, medical and/or military support needs with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. — Page 38

**Holidays**
Official Holidays and how the Christmas holidays are observed.
Maximum hours paid for a holiday is 8 hours.
Eligibility: All regular and probationary employees — Page 26

**Immediate Family** (definition)*
Parents, husband, wife, domestic partner child, sisters, brothers, grandparents, grandchildren, parents and grandparents of the employee's spouse, and any relative living in the same household with the employee. — Page 63

**Leave of Absence** - time units
Approval of Department Director required for 30 days or less; Approval of City Manager or designee for more than 30 days. More than one year may not be renewed. — Page 38

**Military Leave** (paid)
Maximum of 15 days per year. — Page 29

**Overtime**
Non-exempt employees are eligible for overtime as required by law, but generally for working more than 40 hours per week. Exempt employees are not eligible for overtime. — Page 22

**Personal Holidays**
Must be used in calendar year and taken after completion of probationary period.
Eligibility: Regular employees — Page 26

## Key Personnel Policy Facts at a Glance (continued)

**Resignation**
Employee should provide 10 working days notice to resign in good standing.
Resignation may be withdrawn within 48 hours. Page 20

**Sick Leave**
~ Unlimited amount may be accrued.
~ Can be taken in quarter-hour increments.
~ Accrued 24 out of 26 pay periods.
~ For personal illness or incapacity or for caring for immediate family member who is ill or incapacitated.
~ Department may require proof of proper use. Page 28 &
Eligibility: Can be used once accrued. Appendix A

**Vacation Leave**
~ Can be taken in quarter-hour increments.
~ Accrued 24 out of 26 pay periods per year.
~ Maximum a 40-hour employee can accrue is 400 hours. Page 27 &
Eligibility: Regular (non-probationary) employees Appendix A

### Performance Counseling - Discipline - Complaints

**Performance Counseling Options**
Initial counseling, Written documentation, Reassignment, Demotion, Termination. Page 46

**Disciplinary Options**
Oral reprimand, Written reprimand, Disciplinary probation, Suspension, Dismissal. Page 47

**Grievance Options** ~
General Grievance:
Employee complaint submitted through the department chain of command within five days of the issue or incident. Other deadlines must be followed. Page 49

~ Personnel Action Grievance:
For Disciplinary Probation, Denial of Promotion, Demotion, Suspension, or Termination of a regular employee. Initially must be filed within 20 working days of the action and other deadlines followed. Page 50

~ Discrimination Grievance:
Employee complaint of harassment or discrimination based on race, creed, color, national origin, sex, age, religion, veteran status, sexual orientation or disability, including an individual's AIDS or HIV status, should be reported to the Department Director, Assistant Director, or Human Resources Director as soon as possible. Page 50

## Personnel Policy Amendments since 1996

**Chapter A applies to Non-Civil Service Personnel; Chapter B applies to Civil Service Personnel**

**1.** City Council Meeting on May 23, 1996 - Agenda Item No. 34, Chapters A and B Approve revisions to Personnel Policies.

**2.** City Council Meeting on April 16, 1998 - Agenda Item No. 43, Chapter A Establish Serious Injury Supplement (SIS) benefit.

**3.** City Council Meeting on September 28, 2000 - Agenda Item No. 38, Chapter A Amend Service Incentive Pay.

**4.** City Council Meeting on December 6, 2001 - Agenda Item No. 15, Chapters A and B Establish Military Pay Supplement for qualified employees called to active duty.

**5.** City Council Meeting on December 6, 2001 - Agenda Item No. 16, Chapters A and B Enhance vacation leave accrual rates.

**6.** City Council Meeting on July 11, 2002 - Agenda Item No. 50, Chapter A
Establish leave accrual rates for Emergency Medical Services (EMS) employees working a 42-hour workweek.

**7.** City Council Meeting on September 26, 2002 - Agenda Item No. 22, Chapters A and B Increase number of personal holidays from one to two per year.

**8.** City Council Meeting on September 13, 2004 - Agenda Item No. 11
A. Increase leave accrual rates for non-Civil Service employees, Chapter A
B. Establish leave accrual rates for Civil Service employees working a 56-hour workweek, Chapter B

**9.** City Council Meeting on March 3, 2005 - Agenda Item No. 10, Chapter A
Authorize APD employees assigned by Chief of Police to perform security coordinator duties at APD headquarters to carry weapons while on duty.

**10.** City Council Meeting on September 12, 2005 - Agenda Item No. 7, Chapter A
A. Authorize alcohol and drug testing for EMS service employees assigned to StarFlight. B. Implement Enhanced Service Incentive Pay for 2005.

**11.** City Council Meeting on November 17, 2005 - Agenda Item No. 12, Chapters A and B Declare Christmas Eve an official City Holiday every year.

**12.** City Council Meeting on September 11, 2006 - Agenda Item No. 7
A. Increase vacation accrual rates for non-Civil Service employees, Chapter A
B. Change definition of domestic partner. Delete charter reference in Health Related Benefits (Sec. III.B.2), Chapters A and B
C. Establish longevity pay and increase vacation accrual rates for peace officers of the Public Safety and Emergency Management Department (PSEM), Chapter A

**13.** City Council Meeting on November 30, 2006 - Agenda Item No. 14, Chapter A Implement Enhanced Service Incentive Pay for 2006.

## Personnel Policy Amendments since 1996

**Chapter A applies to Non-Civil Service Personnel; Chapter B applies to Civil Service Personnel**

(continued)

**14.** City Council Meeting on September 10, 2007 - Agenda Item No. 1, Chapter A

A. Amend Military Leave Supplement by deleting reference to Operation Enduring Freedom and by deleting the limitation of 52 weeks.
B. Amend Paid Leave by deleting reference to Exception Vacation for the Emergency Medical Services Department.
C. Amend Conditions of Work to include a new section on Alcohol and Drug Policy for Certain Employees of the Department of Public Safety and Emergency Management.
D. Amend Leave Accrual for City Employees (Appendix) to reflect changes for employees of the Department of Public Safety and Emergency Management.

**15.** City Council Meeting on September 8, 2008 - Agenda Item No. 009, Chapter A
Amend Service Incentive Pay and Service Incentive Pay Enhancement to provide flexibility in the percentage paid, based on the budget.

**16.** City Council Meeting on October 1, 2009 - Agenda Item No. 14, Chapter A
Include gender identity as it relates to condition of work/discrimination, reporting violations, and discrimination grievances.

**17.** City Council Meeting on June 20, 2013 – Agenda Item No. 15, Chapter A
Amend the Personnel Policies on FMLA to include the establishment of a new Parental Leave Benefit and insertion of language that aligns City policy with federally mandated Military Exigency and Military Caregiver requirements.

**18.** City Council Meeting on August 22, 2013 – Agenda Item No. 18, Chapter A
Amend the Personnel Policies on FMLA providing non-civil service employees with a leave bank.

**19.** City Council Meeting on February 13, 2014 – Agenda Item No. 14, Chapter A
Amend the Personnel Policies, Chapter A, Section III. B.1. (9) a and b, to enhance the amount of Serious Injury Supplement benefits provided to non-sworn employees that are injured on the job.

**20.** City Council Meeting on December 1, 2016 – Agenda Item No. 18, Chapter A
Amend the Personnel Policies, Chapter A, Section I.A., to update the definitions of discrimination, harassment, and retaliation, and update the reporting violations policy.

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