

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

MARK PULLIAM; JAY WILEY,

Plaintiffs,

And

TEXAS,

Intervenor-Plaintiff,

v.

CITY OF AUSTIN, TEXAS; MARC A.
OTT, in his official capacity as City
Manager of the City of Austin,

Defendants,

And

AUSTIN FIREFIGHTERS
ASSOCIATION, LOCAL 975,

Intervenor-Defendants.

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

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

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/an/a

AND NO/100 DOLLARS

(\$ n/a), bearing interest and payable to the order of n/an/a

, hereinafter called “Lender”,

as therein provided and containing customary acceleration of maturity, past due interest and

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.

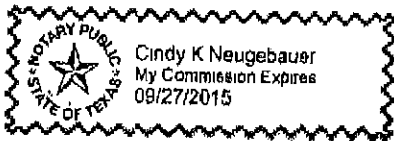
Jeremiah Raya
JEREMIAH RAYA

Ryan Williams
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.

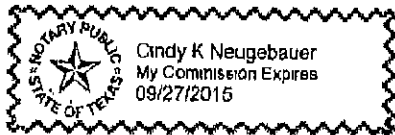


Cindy K. Neugebauer
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

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



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
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 17 2014 02:50 PM

FEE: \$ 38.00 2014037102
PLA 008

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

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.

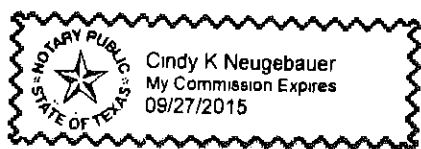
Jeremiah Raya
JEREMIAH RAYA

Ryan Williams
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.

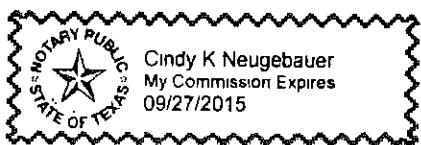


Cindy K. Neugebauer
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

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



Cindy K. Neugebauer
NOTARY PUBLIC, STATE OF TEXAS

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

PLA 012

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.

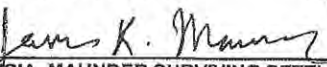
the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee 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 2015, by
PATRICIA MAUNDER SURVIVING SETTLOR'S TRUST
BY JAMES R. MAUNDER, SUCCESSOR TRUSTEE



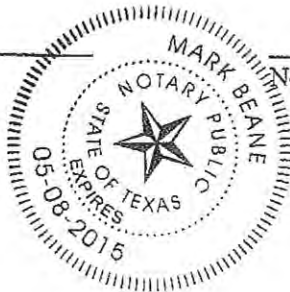
Notary Public

My commission expires:

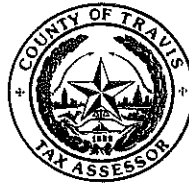
8 May 2015

Mark Beane

Notary's Name (printed)



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.



2017 PROPERTY TAX NOTICE. THE ASSESSED VALUE IS:

481,617

EXEMPTIONS: HOMESTEAD EXEMPTION



1 TAXES DUE TAXING UNIT	2 EXEMPTION AMOUNTS	3 NET TAXABLE VALUE	4 TAX RATE PER \$100	5 TAX AMOUNT	6 BILLING NO
AUSTIN ISD	25,000	456,617	1.192000	5,442.87	424643
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 ACC (TRAVIS)	96,323	385,294	.107385	413.75	
	5,000	476,617	.100800	480.43	
					7 PROPERTY REAL PERS
					X

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

ACRES: .2826

ZCASI 27 1166 109



PULLIAM MARK S
7713 BASIL DR
AUSTIN TX 78750-7940

9 REF ID 2	01-5013-0801-0000
10 DUE DATE	1/31/2018
11 TOTAL DUE	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%
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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



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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	6 BILLING NO
AUSTIN ISD	25,000	461,878	1.192000	5,505.59	424643
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 ACC (TRAVIS)	97,376	389,502	.110541	430.56	
	5,000	481,878	.102000	491.52	
					7 PROPERTY REAL PERS
					X

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

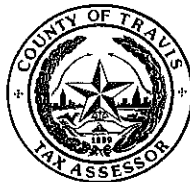
pd #364
12/12/16

9 REF ID 2	
01-5013-0801-0000	
10 DUE DATE	11 TOTAL DUE
1/31/2017	9,901.53

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

TRAVIS COUNTY TAX BILL

11/13/2015

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%
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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	6 BILLING NO
AUSTIN ISD	25,000	418,627	1.202000	5,031.90	424643
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	
					7 PROPERTY REAL PERS
					X

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

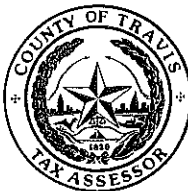
*pd #266
12/24/15*

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:

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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	6 BILLING NO
AUSTIN ISD	15,000	324,670	1.222000	3,967.47	424643
CITY OF AUSTIN (TRAV)		339,670	.480900	1,633.47	
TRAVIS COUNTY	67,934	271,736	.456300	1,239.93	
TRAVIS CENTRAL HEALTH ACC (TRAVIS)	67,934	271,736	.126400	343.47	
	5,000	334,670	.094200	315.26	
					7 PROPERTY REAL PERS
					X

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

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



Capitol Kia

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

MARK STEPHEN PULLIAM

NAME

TITLE NAME

7713 BASIL DR

ADDRESS

AUSTIN TX

CITY ZIP CODE 78750

HOME (858) 750-8171

PHONE

BUSINESS
PHONE

DELIVERY DATE

DCS DATE

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

CUST. NO.

STOCK NO. 045853

DEAL NO. 109649

DATE 05/16/2015

YEAR 2016 MAKE KIA

MODEL SORENTO NEW ☐ USED ☐ DEMO ☐

SERIAL NO. 5XYPG4A33GG045853

ADDED EQUIPMENT:

SALE PRICE OF VEHICLE \$ 27873.39

ALLOWANCE FOR TRADE-IN 13000.00

REBATE 1500.00

ADDED EQUIPMENT

TRADE-IN NO. ONE YEAR 2007 MAKE & BODY STYLE MAZDA 2DR CONV MILEAGE STK NO. 04585

VEHICLE IDENTIFICATION NO. DM1NC25F970126714 LICENSE NO. NET DIFFERENCE 13373.39

TRADE-IN NO. TWO YEAR 2003 MAKE & BODY STYLE FORD TRU 4DR 2WD MILEAGE

VEHICLE IDENTIFICATION NO. 1FMZU64K730571279 LICENSE NO. SALES TAX 835.84

BALANCE OWED TO ACCOUNT NO. DOCUMENTARY FEE 125.00

ADDRESS DEALER INVENTORY TAX 53.27

AMOUNT QUOTED GOOD UNTIL CHECK DATE LICENSE, TRANSFER, TITLE & REG. FEES, INSP. 119.00

QUOTED BY TO PHONE CK NO. SUB TOTAL 14506.50

INST. GIVEN TO BY DRAFT DATE TRADE-IN PAYOFF (IF ANY) \$

NAME KIA MOTORS FINANCE LIEN ONLY ☐ DRAFT ONLY ☐ LIEN AND DRAFT ☐

ADDRESS 20 BOX 105299 ATLANTA GA 30348 ADDED EQUIPMENT

ATTN: AMOUNT 14506.50 PHONE (866) 331-5632

THRU EXTENDED SERVICE AGREEMENTS

ADDRESS

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 Dealer or Authorized Representative

05/16/15

Date

SALESMAN

TOTAL CASH PRICE \$ 14506.50

DEPOSIT CR# ()

DOWN PAYMENT CR# ()

OTHER ☐ REBATE ()

OTHER ☐ CR. INS. ()

UNPAID BALANCE DUE AT DELIVERY \$ 14506.50

CREDIT INSURANCE ☐ LIFE ☐ A&H

AMOUNT FINANCED 14506.50

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.

CUST# 732310
STK# 66042132
DEAL# 14933

(WITH ARBITRATION PROVISION)

Dealer Number N/A

Contract Number N/A

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

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

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	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> 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. <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/>
2016	KIA	OPTIMA	5XXGT4L30GG042132		

Trade-in: Make CADILLAC

Model CTS

Year 2005 VIN 1G6DM56T650213565

License No. N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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

- 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)
- 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)
\$ 17366.56 (3)
- Unpaid Balance of Cash Price (1 minus 2)
- 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
C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A
D Official Fees Paid to Government Agencies \$ N/A
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*	<u>N/A</u> <input type="checkbox"/>	\$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u> <input type="checkbox"/>	\$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u> <input type="checkbox"/>	\$ <u>N/A</u>
Debt Cancellation Agreement**	<u>N/A</u>	\$ <u>N/A</u>

N/A

(Insurance Company)

N/A

PLA 015
CUSTOMER/TRUTH IN LENDING COPY

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



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 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

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.

PLA 019

807-2014-0217F

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 Chase T.
12707 North Macpac Expressway 186284
Austin, TX 78727
PHN: (512) 733-7000 FAX: (512) 733-7518
Inv Date - Fri Aug 31 11:00 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
201b, 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 @ 8.25% 11.54
TOTAL DUE 151.47

VISA xxxxxxxxxxxx6198 151.47

TOTAL TENDER 151.47

CHANGE DUE

PLA 023

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#:			
<small>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 you examine the repair records. You are certifying that you have read this statement by your signature herewith.</small>							
Signature:							
YEAR 2020	MAKE JEEP	MODEL WRANGLER UNL	LICENSE NO.	VEHICLE IDENTIFICATION NUMBER 1C4BJWDG7HL566084			
STOCK # HL566084		COLOR RED	MILEAGE 205				
Amount Owed on Trade-In #1			N/A		SALES PRICE:		33878.00
N.P.O To:							N/A
Address					ACCESSORIES		1819.00
City/State/Zip							N/A
Phone Number							N/A
Loan Officer							N/A
YR	MAKE	MODEL	MILEAGE				N/A
VIN			LICENSE NO.				N/A
Amount Owed on Trade-In #2			N/A		TOTAL SALES PRICE		35697.00
N.P.O To:					CUSTOMER REBATE(S)		N/A
Address					TRADE-IN ALLOWANCE		N/A
City/State/Zip					NET SALES PRICE		35697.00
Phone Number					TRADE PAYOFF		N/A
Loan Officer					STATE SALES TAX		2231.06
YR	MAKE	MODEL	MILEAGE				70.68
VIN			LICENSE NO.		DEALER'S INVENTORY TAX		23.75
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							
Salesman MARK WELCH				ADDRESS PO BOX 691510			
Contract Manager JAMES CARTER				CITY/STATE/ZIP SAN ANTONIO, TX 78269			

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** Seller: _____ Date: **01/12/2017**

Maxwell Dodge

Co-Buyer: _____ Date: _____

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 car (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.

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

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

1 APPEARANCES (CONTINUED)

2 For Defendants:

3 CITY OF AUSTIN LAW DEPARTMENT
 BY: SAMEER S. BIRRING
 - AND -
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7 For Intervenor Austin Fire Fighters Assoc., Local 975:

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12 Also Present:

13 Ronnell Paulsen
 14 Aaron Woolverton

15 Reported By:

16 JUDY A. COUGHENOUR & ASSOCIATES
 BY: JUDY A. COUGHENOUR JOHNSON
 17 8109 Asmara Drive
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19 *****

20 STIPULATIONS

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

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

25 THAT all objections will be made pursuant to the

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1 machine shorthand at AUSTIN CITY HALL, 301 West Second
 2 Street, Austin, Texas, pursuant to the Texas Rules of
 3 Civil Procedure and the provisions stated on the record or
 4 attached herein.

5 * * * * *

6 APPEARANCES

7 For Plaintiffs:

8 SCHARF-NORTON CENTER FOR CONSTITUTIONAL
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 9 BY: JONATHAN RICHES
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12 - AND -

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16 For Intervenor-Plaintiff:

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20

21

22

23

24

25

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1 Texas Rules of Civil Procedure;

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

10 * * * * *

11 INDEX

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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

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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?

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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,

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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.

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1 The Labor Relations Coordinators, we have
 2 two of them.
 3 We also had a vacant Ombuds position.
 4 So all of those employees report to me.
 5 Q Okay. And are those the only employees for whom
 6 you track time?
 7 A Yes.
 8 Q Okay. Do you have - or does the City have a
 9 City wide employee performance review process?
 10 A Yes, they do.
 11 Q And how does that work?
 12 A We evaluate - evaluate employees annually.
 13 The Human Resources Department sends out
 14 the timelines, and the deadlines, and the forms that need
 15 to be completed by supervisors.
 16 We have a midyear review for the entire
 17 City, and then we have the final evaluations for the
 18 entire City.
 19 Q So is that three separate evaluations?
 20 A It's two.
 21 When an employee gets hired, you do the
 22 initial plan. Then at six months, you do an evaluation,
 23 and then at the end of the year, you do the final.
 24 So it's two evaluations and the initial
 25 planning meeting.

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1 A (The Witness) Yes, I do.
 2 Q Can --
 3 A I --
 4 Q -- you identify it?
 5 A This is the current negotiated agreement between
 6 the City of Austin and the Austin Fire Fighters
 7 Association.
 8 Q Were you familiar with that document before you
 9 came in for depositions today?
 10 A Yes.
 11 Q What's the purpose of that agreement?
 12 A This agreement allows the City of Austin to
 13 address different items that are outside of Chapter 143 of
 14 the local code.
 15 It addresses things like hiring, and
 16 promotions, disciplines, and how we will monitor pay for
 17 the fire fighters.
 18 It includes thirty-two articles that we
 19 have negotiated with the Association.
 20 Q Have you negotiated a - agreements, prior to
 21 this agreement between Austin and the Austin Fire Fighters
 22 Association?
 23 A Yes, I have.
 24 Q And how many previous agreements have you
 25 negotiated?

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1 Q Do all City employees have the same forms,
 2 written policy in place for them?
 3 A I believe that the public safety organizations
 4 have their own evaluation forms.
 5 Q And you don't ever see those?
 6 A No.
 7 Q Okay.
 8 All right. I would like to show you what I
 9 will ask the Court Reporter to mark as --
 10 MR. RICHES: Do you care if we use numbers
 11 or letters?
 12 Okay. Exhibit 1.
 13 Q (Mr. Riches) And actually, we'll have the Court
 14 Reporter mark it.
 15 (Exhibit Number 1 marked.)
 16 MR. RICHES: This is the CBA. I got copies
 17 for everyone, if --
 18 MS. VAHL: Okay. Thanks.
 19 MR. RICHES: -- you all need it.
 20 Have you got one? (Indicating) Okay.
 21 John, do you need one?
 22 MR. STEWART: Oh, I got one passed out.
 23 MR. RICHES: Okay.
 24 Q (Mr. Riches) All right. And would you mind
 25 taking a look at that document? Do you know what that is?

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1 A The 2009, the 2015, and this one.
 2 Q Who's bound by this agreement?
 3 A I don't understand your question.
 4 Q To what employees is it intended to apply?
 5 A I'm sorry?
 6 Q To what employees is the agreement intended to
 7 apply?
 8 A This applies to the fire fighters.
 9 Q The --
 10 A The employees of the Austin Fire Department.
 11 That does not include civilians.
 12 Q Got it.
 13 Just the fire fighters, but not civilians.
 14 A Not civilians.
 15 Q Does it include all fire fighters that are a
 16 part of the Department?
 17 A Yes.
 18 Q And is that the case, whether they are members
 19 of the AFA or not?
 20 A Correct.
 21 Q And when I say AFA, I'm referring to the Austin
 22 Fire Fighters Association, if I use that abbreviation,
 23 which I'm sure you're familiar with.
 24 A Understood.
 25 Q Would you mind turning to Article 10 of this

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1 document?

2 And let me know when you've found it.

3 A I have it.

4 Q Good.

5 Under Section 1B1, it says, "The

6 Association President may use ABL for any lawful

7 Association business activities consistent with the

8 Association's purposes."

9 What is the Association that this section

10 is referring to?

11 A What is the Association?

12 Q Is that the AFA?

13 A Yes.

14 Q And who's the Association President?

15 A Bob Nicks.

16 Q Who decides who becomes the Association

17 President?

18 A I believe the Association membership has an

19 election, and they vote on it, and they determine who the

20 President will be.

21 Q Does the City have any say in who becomes the

22 AFA President?

23 A No. Not to my knowledge.

24 Q To your knowledge, do non AFA members have a

25 vote as to who becomes the AFA President?

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1 are being carried out?

2 A There is a process.

3 Anytime an employee, including the Fire

4 Department - the Fire Association President, wants to

5 utilize ABL hours, there's a process they need to follow,

6 which requires approval by the management of that type of

7 leave to be used for that type of activity.

8 Q Are you responsible for the approval of any of

9 those hours for requested ABL usage?

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

11 Q Do you ever see reports from ABL usage or

12 requests?

13 Well, do you ever see requests for ABL

14 usage, at all?

15 A I do not.

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

17 A Every now and then we may ask for the

18 utilization of hours, but it's not something we do

19 frequently.

20 Q What would be the purpose of asking for those

21 utilization reports?

22 A We want to ensure that the members have enough

23 time that they can utilize for contract bargaining.

24 So when we're getting ready to bargain, we

25 may ask to see what hours are on the books, and whether or

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1 A Not to my knowledge.

2 Q Turn to Section 2C. It says that, "The

3 Association President shall be permitted up to 2,080 hours

4 of Association Business Leave from the pool balance per

5 year."

6 To your knowledge, is that - is that a

7 full-time amount of hours to use, for the AFA President?

8 A Yes. To my knowledge.

9 Q And to your knowledge, is the AFA President

10 currently devoting all of his time to Association business

11 activities?

12 A Yes. To my knowledge.

13 Q How would you define Association business

14 activities, under Section 1B1?

15 A Anything that carries out the mission of the

16 Association and/or the Fire Department.

17 So it would be contract disputes,

18 disciplinary meetings, representing the Association in

19 collective bargaining. Those types of things.

20 Q Contract disputes, disciplinary meetings,

21 representation in collective bargaining?

22 A Yes.

23 Q Anything else?

24 A I believe those are the major activities.

25 Q How does the City ensure that those activities

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1 not there is enough time for them to negotiate contracts

2 with the City.

3 Q Is that the only purpose that you request the

4 usage hours for, to ensure that there's enough time for

5 collective bargaining negotiations?

6 A To my knowledge, there has not been a need for

7 the LR office to request those reports, at any time.

8 Q Okay. How are you - how is the LR office, then,

9 assured that the purposes outlined in Article 10 are being

10 fulfilled, if you're not aware of the usage?

11 A Like I say --

12 MR. BIRRING: Can I object, Jon?

13 I think some of these questions are outside

14 of the scope of the topics for which we designated Sylvia.

15 So I wonder if you're going to ask them

16 again to the other witnesses, or --

17 MR. RICHES: Some we will --

18 MR. BIRRING: -- will --

19 MR. RICHES: -- be asking for other

20 witnesses, but - but these, in particular, pertain to the

21 collective bargaining process between both the AFA and the

22 City. She's the City's representative for collective

23 bargaining, so I think it's relevant as to what goes in to

24 the collective bargaining process and the determination

25 she makes.

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

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

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

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

15 MR. RICHES: Got it. Thanks.

16 MR. STEWART: AFA has the same objection.

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

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

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

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1 to the Association President.

2 A Um hum.

3 Q Do those limitations apply to the Association
4 President?

5 MR. BIRRING: Objection. Form.

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

8 MR. STEWART: The same objection from the
9 AFA.

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

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

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

18 A It is my - my opinion that it does.

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

22 MR. BIRRING: Objection to form.

23 The same as before.

24 MR. STEWART: The same objection.

25 A (The Witness) It is my opinion that anything

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1 Q I understand.

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

8 A No, I do not.

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

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

13 The same objection as before.

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

16 MR. STEWART: The same objection.

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

21 So any - things outside of those are not
22 appropriate.

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

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1 outside of this would not be allowed.

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

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

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

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

10 A Yes.

11 Q Okay.

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

15 Q Okay. Got it.

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

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

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

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

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1 Q Okay. So is it your position that you cannot
2 assign a monetary value to Article 10?

3 A Correct.

4 Q Does the City derive nonmonetary benefits from
5 the use of ABL, in Article 10?

6 A Yes.

7 Q And where are those?

8 A Everything in this contract is a benefit.
9 The hiring article allows us to hire,
10 utilizing other mechanisms outside of Chapter 143.
11 The same thing for promotions.
12 It also allows us to pay some - different
13 amounts to different fire fighters, based on their rank or
14 tenure.
15 It allows us to address disciplinary
16 issues.
17 Everything on here is a benefit that we
18 gained. That also includes ABL.

19 Q If we could, could we focus just exclusively on
20 Article 10, and the benefits that purportedly accrue to
21 the City for the use of ABL, under that article?

22 A As I mentioned earlier, Article 10 allows the
23 Association to meet, and confer, and reach an agreement
24 with the City that is critical to the Fire's mission and
25 the City's mission that we can attain a contract that

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1 that because the Collective Bargaining Agreement is the
2 product of collective bargaining, then the entire
3 agreement is a benefit of ABL?

4 A Yes.

5 Q Am I understanding that?
6 Is there anything in Article 10, or
7 anywhere else in the CBA, that obligates the AFA President
8 to perform any of those specific functions that you just
9 identified?

10 MR. BIRRING: Objection. Form.
11 Outside the scope of her designated topics.
12 MR. STEWART: The same objection.

13 Q (Mr. Riches) You can - you can answer.

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

15 Q Is the AFA President obligated to engage in
16 collective bargaining, attend disciplinary proceedings,
17 provide training to AFA members, or attend conferences as
18 an AFA member, under the terms of the collective
19 bargaining agreement?

20 MR. BIRRING: The same objection.
21 MR. STEWART: The same objection.

22 A (The Witness) The agreement allows the
23 President to participate in all these activities, but at
24 the end of the day, he is a fire fighter, under the
25 supervision of the Fire Chief and the Fire Department.

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1 allows us to hire, promote, and pay them outside of 143.
2 The other item that's in here that's
3 critical is that it allows the Association to participate
4 in disciplinary hearings.
5 Any employee should have a right to have
6 someone advise them of the process involving their career.
7 I believe that is a great benefit that ABL affords the
8 City, to allow that employee representation.

9 Q Anything else?

10 A It allows representation at the pickup training.
11 It allows members to attend conferences that could promote
12 items for the Fire Department.

13 Q So far you identify - and correct me if I'm
14 wrong - four - four separate benefits to the City of ABL,
15 collective bargaining, disciplinary representation,
16 training for AFA members, and the attendance at
17 conferences by AFA members? Is that correct?

18 A As I said earlier, the ABL allowed the City to
19 attain this contract.
20 So every article in here is in - a benefit
21 that we attained because of ABL.

22 Q So when --

23 A So I would not limit it to those items that you
24 mentioned. It's everything in here. (Indicating)

25 Q So when you say "everything in here," you say

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1 So any duties, or assignments, or anything
2 that the Fire Association President is engaged in, has to
3 be approved by his chain of command.

4 Q (Mr. Riches) And but maybe I wasn't clear with
5 the question.
6 Is there anything in Article 10 - you had -
7 you had identified four separate benefits that the City
8 derives from the use of ABL?

9 A I had identified the entire contract, not just
10 those four things.

11 Q Okay. So you have identified four separate
12 benefits, including the entering in to a Collective
13 Bargaining Agreement for the whole contract, as benefits
14 of ABL.

15 Is there anything, in Article 10, that
16 requires the AFA President to pursue those specific
17 activities?

18 MR. BIRRING: Objection as to form.
19 The same as before.
20 MR. STEWART: The same objection.

21 A (The Witness) I couldn't offer an opinion on
22 that. I don't know.

23 Q (Mr. Riches) Just to be clear, though,
24 you - you negotiate this contract on behalf of the City.
25 Correct?

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1 A Correct.

2 Q And the party with whom you're negotiating is
3 the AFA. Is that correct?

4 A Yes.

5 Q When you're negotiating this particular
6 provision, Article 10, has the City required the AFA
7 President to perform any specific functions to ensure that
8 the City receives a benefit from Article 10?

9 A I still don't understand your question. I'm not
10 sure what it is you're asking.

11 Q I'll break it - I'll break it down in to -
12 subparts might be a little easier.

13 Is the AFA President required, by the City,
14 to engage in collective bargaining, under Article 10?

15 A The President or his designee. (Witness nodded
16 head up and down.)

17 Q Is required, as an obligation?

18 A Yes.

19 Q Okay. Is the AFA President required to attend
20 disciplinary hearings, under Article 10?

21 A No.

22 Q Is the AFA President required to attend
23 conferences, under Article 10?

24 A No.

25 Q And is the AFA President required to provide

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1 City.

2 Q That the Association negotiate with the City.

3 A Yes.

4 Q Is it specific to the AFA President, or is it
5 the Association as --

6 A It's --

7 Q -- a --

8 A -- the --

9 Q -- whole?

10 A -- Association.

11 Q Okay. And we'd be able to find that resolution
12 somewhere in the --

13 A I --

14 Q -- City --

15 A -- I --

16 Q -- records --

17 A -- think --

18 Q -- then.

19 A -- there's a version. I think this is the
20 correct one. It's part of the contract, and I don't know
21 that you have it. No.

22 Q And what part of the contract are you --

23 A It's in --

24 Q -- referring to there?

25 A -- our version of the contract. There's a

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1 training to other AFA members or fire fighters, under
2 Article 10?

3 A No.

4 Q You indicated that the AFA President was
5 required to engage in collective bargaining with the City.
6 What provision of Article 10 outlines that
7 requirement?

8 A It's not in Article 10.

9 We cannot negotiate by ourselves. We have
10 to be able to negotiate with representatives or the Fire
11 Association President.

12 Q I see. Where is that requirement laid out? Is
13 there a separate City policy, or is it elsewhere in the
14 City?

15 A It's - I don't think it's in here. Let me see.
16 I believe there's a resolution that
17 requires that we negotiate.

18 Q Would you happen to know what that is?

19 A No. I don't.

20 Q So it's your understanding that there's a City
21 resolution --

22 A Yes.

23 Q -- that requires - that requires that the AFA
24 President negotiate with the City?

25 A That the AFA Association negotiate with the

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1 resolution in here. (Indicating)

2 Q Okay.

3 (The Reporter asked that only one
4 person speak at a time.)

5 A (The Witness) Sorry.

6 Q (Mr. Riches) That's okay. (Indicating)

7 A Sorry.

8 There's a resolution in front of our
9 contract.

10 Q Okay.

11 MR. RICHES: Could we admit this as - I
12 guess - why don't we do 1 and - I guess we can do 2.
13 We'll just do Exhibit 2 --

14 MR. BIRRING: Yeah.

15 MR. RICHES: -- the memo - and it's the
16 book.

17 (Exhibit Number 2 marked.)

18 MR. RICHES: Oh. It's already a part of
19 this one. (Indicating) Yeah. It's a part of ours.
20 Okay.

21 Q (Mr. Riches) All right. Miss Flores, you had
22 referenced that resolution, what's identified as
23 Resolution Number 20170928-018, which is part of Exhibit
24 2, required the Association to negotiate with the City.
25 What portion of that resolution imposes

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1 that requirement on the Association?

2 MR. BIRRING: Objection. Form.

3 MR. STEWART: The same objection.

4 A (The Witness) Section 2. It designates the

5 Fire Association as the sole and exclusive bargaining

6 agent.

7 Q (Mr. Riches) And is - is that - does that, in

8 your view, also entail a requirement to negotiate with the

9 City?

10 A Yes.

11 MR. BIRRING: Objection. Form.

12 MR. STEWART: The same objection.

13 Q (Mr. Riches) Okay. Does Article 10 - or any

14 other portion of the CBA - require the AFA President to

15 perform any other activities at the direction of the City,

16 apart from the collective negotiating with the City?

17 MR. BIRRING: Objection. Form.

18 MR. STEWART: The same objection.

19 A (The Witness) It is my understanding that all

20 public safety employees are required to perform duties

21 associated with their positions, in cases of emergency.

22 Article 10 talks about an approval process,

23 so it will be up to the chain of command to determine if

24 there's an emergency that employees have to be pulled back

25 to address public safety issues.

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1 that requires other Authorized Association Representatives

2 to perform specific services for the City, while using

3 ABL?

4 MR. BIRRING: Objection. Form.

5 MR. STEWART: The same objection.

6 A (The Witness) Not to my knowledge.

7 Q (Mr. Riches) You had previously identified the

8 four separate benefits - and possibly five, if we looked

9 at the contract, as a whole, as a benefit from ABL. Those

10 were collective bargaining - including entering in to a

11 Collective Bargaining Agreement - disciplinary hearings,

12 attendance at conferences, and providing training by AFA

13 members using ABL.

14 Has the City ever put in place mechanisms

15 to ensure that those activities are actually accomplished

16 by members using ABL?

17 MR. BIRRING: Objection. Form.

18 It's outside the scope of her designated

19 topics.

20 MR. STEWART: The same objection.

21 A (The Witness) I would not know.

22 Q (Mr. Riches) To your knowledge, does any other

23 provision --

24 (The Reporter asked for a repeat of

25 the first part of Mr. Riches' question.)

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1 Q (Mr. Riches) And so another - another

2 requirement, for the President, would be to perform

3 emergency duties, in the event his chain of command

4 required that?

5 A That's my understanding. Yes.

6 Q Okay. Any other - anything else that the AFA

7 President is required to provide, while using ABL, to the

8 City?

9 MR. BIRRING: Objection. Form.

10 MR. STEWART: The same objection.

11 A (The Witness) Required to provide?

12 Q (Mr. Riches) Does the City negate other

13 requirements on the AFA President, under Article 10, to

14 perform specific services or functions for the City?

15 A Not to --

16 MR. BIRRING: Objection.

17 A (The Witness) -- my --

18 MR. BIRRING: Form.

19 A (The Witness) -- knowledge.

20 MR. STEWART: The same objection.

21 Q (Mr. Riches) Switching from the Association

22 President to the Authorized Association Representatives,

23 which are identified in Section 1B2 of Article 10?

24 Is there anything, in Article 10 - or

25 anywhere else, in the Collective Bargaining Agreement -

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1 MR. RICHES: Oh. I'm sorry.

2 Q (Mr. Riches) To your knowledge, does any other

3 provision of the Collective Bargaining Agreement govern

4 disciplinary hearings?

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

6 Q Does the Collective Bargaining Agreement,

7 elsewhere in the Collective Bargaining Agreement, cover

8 disciplinary proceedings? So if a allegation of

9 misconduct was made against a fire fighter, is there any

10 other part of the contract that governs that process?

11 A There is Article 18, that addresses

12 investigations and disciplinary actions.

13 Q Does that article require representation of fire

14 fighters that are subject to discipline?

15 MR. BIRRING: Objection. Form.

16 MR. STEWART: The same objection.

17 A (The Witness) I don't think there's a

18 requirement in there.

19 It is definitely an option for the fire

20 fighter to request representation.

21 Q (Mr. Riches) And who would provide that

22 representation?

23 A That would be up to the fire fighters.

24 Sometimes they have outside attorneys. Sometimes they

25 have both the attorneys and the Association.

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

3 Q I understand.

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

8 A (The Witness) Not --

9 MR. BIRRING: Objection. Form.

10 A (The Witness) Not --

11 MR. STEWART: The same objection.

12 A (The Witness) Not to my knowledge.

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

17 A I do not.

18 Q Do you know where that information could be
19 obtained?

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

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

25 A That that is the Association we will confer and

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1 MR. STEWART: The same objection.

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

6 A (The Witness) Yes.

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

9 A What was the question, again?

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

14 A Yes.

15 MR. BIRRING: Objection. Form.

16 MR. STEWART: The same objection.

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

19 MR. BIRRING: Objection to form.

20 MR. STEWART: The same objection.

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

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

25 MR. BIRRING: Objection. Form.

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

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

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

8 A Yes.

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

11 A Yes.

12 Q Do you know if nonmembers could withhold funding
13 the ABA (sic.) pool of hours that's identified in Article
14 10?

15 MR. BIRRING: Objection. Form.

16 MR. STEWART: The same objection.

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

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

21 A Not --

22 MR. BIRRING: Objection.

23 A (The Witness) -- to my --

24 MR. BIRRING: Form.

25 A (The Witness) -- knowledge.

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1 MR. STEWART: The same objection.

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

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

6 MR. BIRRING: Objection.

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

9 MR. BIRRING: Objection to form.

10 MR. STEWART: The same objection.

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

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

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

22 A Yes.

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

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1 A Yes.

2 Q Could the City, if it chose, decide that it no
3 longer wanted to fund ABL as one of its objectives?

4 MR. BIRRING: Objection to form.

5 MR. STEWART: The same objection.

6 A (The Witness) I don't see how that could work.
7 I don't see how that could be a benefit.

8 And it's hard to say what the City would or
9 wouldn't negotiate in the future.

10 Q (Mr. Riches) I'm not asking whether it would be
11 a benefit, or I'm not asking what the City might negotiate
12 in the future.

13 I'm asking does the City have the ability
14 to negotiate for a contract that does not include ABL?

15 MR. BIRRING: Objection to form.

16 MR. STEWART: The same objection.

17 A (The Witness) I don't know.

18 Q (Mr. Riches) You don't know if the City has
19 that authority?

20 A I do not know.

21 Q You indicated that you were --

22 MR. HENNEKE: I was just going to say,
23 could we take a quick break?

24 MR. BIRRING: Sure.

25 MR. HENNEKE: Yeah. I think we --.

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1 certain terms with the Association. Meet-and-confer only
2 requires that we try and reach an agreement.

3 Q Do meet-and-confer agreements also include terms
4 and conditions of employment?

5 A Yes, they do.

6 Q So is the difference that certain terms and
7 conditions are required to be placed in Collective
8 Bargaining Agreements, or can you explain what --

9 A Yes.

10 Q -- what the difference is?

11 MR. BIRRING: Objection. Form.

12 Q (Mr. Riches) Can you explain, maybe in a little
13 more detail, what the - what those different terms and
14 conditions might be that exist in collective bargaining,
15 but don't in meet-and-confer?

16 A (The Witness) Collective bargaining requires
17 certain terms, like pay and benefits, and working
18 conditions. It also requires that agreements be reached
19 within certain timelines.

20 Meet-and-confer only requires that we meet
21 and confer regarding some items, and usually it is the
22 same thing. (Witness nodded head up and down.)

23 Q What do you mean, "usually it's the same thing"?

24 A It's usually pay, and terms of conditions of
25 employment. For police, as well.

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1 (Recess from 10:23 a.m. to 10:32 a.m.)

2 Q (Mr. Riches) Miss Flores, are you - are you
3 ready to proceed?

4 A (The Witness) Yes, I am.

5 Q Okay. We're almost going to conclude here.
6 Is your back doing all right?

7 A Yes. I'm fine. Thank you.

8 Q All right. You had indicated you were the
9 City's representative in negotiations with other public
10 safety groups, as well. Does that include police?

11 A Yes.

12 Q To your knowledge, does the City currently have
13 a Collective Bargaining Agreement with the Police
14 Department?

15 A No.

16 Q And why is that?

17 A Because they have a meet-and-confer agreement.
18 It's not a Collective Bargaining --

19 (The Reporter asked for a repeat of the
20 Witness' answer.)

21 A (The Witness) I'm sorry. A meet-and-confer
22 agreement, which is different than the agreement from the
23 Fire Association.

24 Q (Mr. Riches) What's the difference?

25 A Collective bargaining requires that we negotiate

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1 But there's not a requirement that we
2 actually reach an agreement, and there's no timelines that
3 are required, by law.

4 Q So the difference between collective bargaining
5 and meet-and-confer is that, under collective bargaining,
6 you must reach an agreement, and there's certain timelines
7 imposed, under collective bargaining, that are not imposed
8 under meet-and-confer?

9 MR. BIRRING: Objection.

10 A (The Witness) Correct.

11 MR. BIRRING: Form.

12 A (The Witness) Correct.

13 Q (Mr. Riches) Okay. Does the City currently
14 have a meet-and-confer agreement with the Police
15 Department?

16 A Yes, they do.

17 Q Who is the Police Department's authorized
18 bargaining representative?

19 A The Austin Police Association.

20 Q To your knowledge, does the APA use Association
21 Business Leave, when negotiating meet-and-confer
22 agreements with the City?

23 MR. BIRRING: Objection.

24 A (The Witness) Yes --

25 MR. BIRRING: Form.

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1 A (The Witness) -- they do.
 2 MR. STEWART: The same objection.
 3 Q (Mr. Riches) And are they currently - are you
 4 currently negotiating a new meet-and-confer agreement with
 5 the APA?
 6 MR. BIRRING: Objection. Form.
 7 MR. STEWART: The same objection.
 8 A (The Witness) Yes, we are.
 9 Q (Mr. Riches) And to your knowledge, is the APA
 10 using Association Business Leave to engage in those
 11 meet-and-confer discussions?
 12 MR. BIRRING: Objection to form.
 13 MR. STEWART: The same objection.
 14 A (The Witness) Yes, we are.
 15 Q (Mr. Riches) Are AFA members, that are using
 16 the Association Business Leave, subject to - or would they
 17 bear liability for the City, while they're using ABL?
 18 Let me rephrase.
 19 An employee, using ABL, could they subject
 20 the City to liability under the same terms that any other
 21 City employee would, performing his or her official
 22 duties?
 23 MR. BIRRING: Objection to form.
 24 MR. STEWART: The same objection.
 25 A (The Witness) Once again, those actions would

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1 MR. BIRRING: Objection. Form.
 2 MR. STEWART: The same objection.
 3 A (The Witness) In accordance with the contract,
 4 certain hours are designated for ABL use at the beginning
 5 of every January of every year.
 6 Q (Mr. Riches) Who pays for the pool of ABL
 7 hours?
 8 MR. BIRRING: Objection to form.
 9 This is outside the scope of her topics.
 10 MR. STEWART: The same objection.
 11 A (The Witness) I wouldn't know how that's
 12 administered.
 13 Q (Mr. Riches) Does the City fund the 5,600 hours
 14 of ABL hours, in Article 10?
 15 MR. BIRRING: Objection. Form.
 16 The same objection.
 17 MR. STEWART: The same.
 18 A (The Witness) To my knowledge, they do.
 19 Q (Mr. Riches) Okay. All right.
 20 MR. RICHES: One moment.
 21 Good.
 22 Q (Mr. Riches) Okay. Thank you, Miss Flores.
 23 That's all the questions --
 24 A (The Witness) Thank you.
 25 Q -- we have for now.

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1 have to be reviewed by the Law Department to determine
 2 whether or not they would ensure the - incur - incur that
 3 liability, just as any other action by any employee of the
 4 City.
 5 It all depends on the circumstances of the
 6 actions of the employee.
 7 Q (Mr. Riches) And the City would determine,
 8 through its Law Department or other departments, whether
 9 or not, for example, an employee was acting within his or
 10 her scope of employment?
 11 A Correct.
 12 Q How is the City funded? Does it receive
 13 property tax revenue?
 14 A Yes.
 15 MR. BIRRING: Objection. Form.
 16 MR. STEWART: The same objection.
 17 Q (Mr. Riches) Does it receive sales tax revenue?
 18 A (The Witness) Yes.
 19 Q Is the City funded through any other funding
 20 sources?
 21 MR. BIRRING: Objection to form.
 22 MR. STEWART: The same objection.
 23 A (The Witness) I would not know.
 24 Q (Mr. Riches) How is the pool of ABL, that's
 25 identified in Article 10, funded?

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1 (Witness passed at 10:38 a.m.)
 2 * * * * *
 3 (The Certified Shorthand Reporter JUDY A.
 4 COUGHENOUR JOHNSON hereby states that
 5 Exhibit Nos. 1 and 2 were marked
 6 during the deposition, and the originals
 7 are attached to the original transcript
 8 of the deposition.)
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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF AUSTIN
AND
AUSTIN FIREFIGHTERS ASSOCIATION
LOCAL 975

EFFECTIVE OCTOBER 1, 2017

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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 FURLONGHS

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 in 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 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
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40-hour week employees	176 hours
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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
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40-hour week employees	176 hours
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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 threshold 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 10th 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 differentials 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 differentials 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 differentials 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 differentials 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	38,912	40,856	40,856	40,856	42,899	42,899	42,899	45,041
14020	MO				6,745	6,745	6,745	7,082	7,082	7,082	7,436	7,436	7,436	7,807
F08	YR				80,937	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 differentials 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
Rank Differentials: All rank differentials 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 PAYSTEP YEAR	A 10 BASE	B 20 1	C 30 2	D 40 3	E 50 4	F 60 5	G 70 6	H 80 7	I 90 8	J 100 9	K 110 10	L 120 11	M 130 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 PAYSTEP YEAR	N 140 13	O 150 14	P 160 15	Q 170 16	R 180 17	S 190 18	T 200 19	U 210 20	V 220 21	W 230 22	X 240 23	Y 250 24	Z 260 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 differentials 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

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

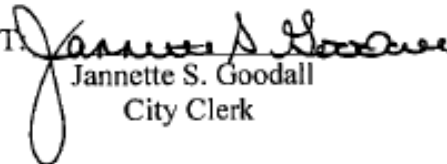
WHEREAS, negotiation teams for the City of Austin and the Austin Firefighters Association engaged in negotiations and reached an agreement which has been ratified by a majority of the members of the Austin Firefighters Association; **NOW, THEREFORE**,

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.

Page 1	Page 3
<p>1 CAUSE NO. D-1-GN-16-004307</p> <p>2 MARK PULLIAM; JAY WILEY,) IN THE DISTRICT COURT</p> <p>3 PLAINTIFFS)</p> <p>4 AND)</p> <p>5 TEXAS,)</p> <p>6 INTERVENOR-PLAINTIFF,) 419TH JUDICIAL DISTRICT</p> <p>7 VS.)</p> <p>8 CITY OF AUSTIN, TEXAS;)</p> <p>9 ELAINE HART, IN HER)</p> <p>10 OFFICIAL CAPACITY AS CITY)</p> <p>11 MANAGER OF THE CITY OF)</p> <p>12 AUSTIN,)</p> <p>13 DEFENDANTS) TRAVIS COUNTY, TEXAS</p> <p>14 *****</p> <p>15 ORAL DEPOSITION</p> <p>16 OF</p> <p>17 BOB NICKS</p> <p>18 OCTOBER 30, 2018</p> <p>19 *****</p> <p>20 ORAL DEPOSITION OF BOB NICKS, produced as a Witness</p> <p>21 at the instance of Plaintiffs, and duly sworn, was taken</p> <p>22 in the above-styled and numbered cause on the 30th day of</p> <p>23 October, 2018, from 9:38 a.m. to 1:16 p.m., before JUDY A.</p> <p>24 COUGHENOUR JOHNSON, Certified Shorthand Reporter No. 1198,</p> <p>25 in and for the State of Texas, reported by machine</p>	<p>1 APPEARANCES (CONTINUED)</p> <p>2 For Defendants:</p> <p>3 CITY OF AUSTIN LAW DEPARTMENT</p> <p>4 BY: SAMEER S. BIRRING</p> <p>5 P. O. Box 1546</p> <p>6 Austin, TX 78767-1546</p> <p>7 PH: (512) 974-3042</p> <p>8 e-mail: Sameer.birring@austintexas.gov</p> <p>9 For Intervenor Austin Fire Fighters Assoc., Local 975:</p> <p>10 WOODLEY & MCGILLIVARY</p> <p>11 BY: DIANA J. NOBILE</p> <p>12 - AND -</p> <p>13 JOHN W. STEWART</p> <p>14 1101 Vermont Avenue, N.W.</p> <p>15 Suite 1000</p> <p>16 Washington, D.C. 20005</p> <p>17 PH: (202) 833-8855</p> <p>18 e-mail: Djn@wmlaborlaw.com</p> <p>19 Reported By:</p> <p>20 JUDY A. COUGHENOUR & ASSOCIATES</p> <p>21 BY: JUDY A. COUGHENOUR JOHNSON</p> <p>22 8109 Asmara Drive</p> <p>23 Austin, TX 78750</p> <p>24 PH: (512) 346-4707</p> <p>25 e-mail: Jude@prodigy.net</p> <p>*****</p> <p>STIPULATIONS</p> <p>The attorneys for all parties present stipulate and agree to the following items:</p> <p>THAT the deposition of BOB NICKS is taken pursuant to Notice;</p> <p>THAT all objections will be made pursuant to the Texas Rules of Civil Procedure;</p> <p>AND THAT the original transcript will be submitted</p>
Page 2	Page 4
<p>1 shorthand at DEATS, DURST & OWEN, PLLC, 707 West 34th</p> <p>2 Street, Austin, Texas, pursuant to the Texas Rules of</p> <p>3 Civil Procedure and the provisions stated on the record or</p> <p>4 attached herein.</p> <p>5 *****</p> <p>6 APPEARANCES</p> <p>7 For Plaintiffs:</p> <p>8 SCHARF-NORTON CENTER FOR CONSTITUTIONAL</p> <p>9 LITIGATION AT THE GOLDWATER INSTITUTE</p> <p>10 BY: JONATHAN RICHES</p> <p>11 500 East Coronado Road</p> <p>12 Phoenix, AZ 85004</p> <p>13 PH: (602) 256-4000</p> <p>14 e-mail: Jriches@goldwaterinstitute.org</p> <p>15 - AND -</p> <p>16 TEXAS PUBLIC POLICY FOUNDATION</p> <p>17 BY: ROBERT HENNEKE</p> <p>18 901 Congress Avenue</p> <p>19 Austin, TX 78701</p> <p>20 PH: (512) 472-2700</p> <p>21 e-mail: Rhenneke@texaspolicy.com</p> <p>22 For Intervenor-Plaintiff:</p> <p>23 OFFICE OF THE ATTORNEY GENERAL</p> <p>24 BY: HALEY O'NEILL</p> <p>25 - AND -</p> <p>DAVID J. HACKER</p> <p>P. O. Box 12548</p> <p>Austin, TX 78711-2548</p> <p>PH: (512) 475-4094</p> <p>e-mail: Haley.oneill@oag.texas.gov</p>	<p>1 for signature to the Witness' attorney, DIANA J. NOBILE,</p> <p>2 and that the Witness or the Witness' attorney will return</p> <p>3 the signed transcript to JUDY A. COUGHENOUR & ASSOCIATES</p> <p>4 within 20 days of the date the transcript is provided to</p> <p>5 the Witness' attorney. If not returned, the Witness may</p> <p>6 be deemed to have waived the right to make the changes,</p> <p>7 and an unsigned copy may be used as though signed.</p> <p>8 *****</p> <p>9 INDEX</p> <p>10 Appearances..... 2</p> <p>11 Stipulations..... 3</p> <p>12 Exhibits..... 4</p> <p>13 BOB NICKS</p> <p>14 Examination by Mr. Riches..... 6</p> <p>15 Examination by Ms. O'Neill..... 133</p> <p>16 Examination by Ms. Nobile..... 155</p> <p>17 Examination by Mr. Birring..... 158</p> <p>18 Witness Changes and Corrections..... 161</p> <p>19 Witness Signature..... 162</p> <p>20 Court Reporter Certificate..... 163</p> <p>21 Further Certification under Rule 203 TRCP..... 166</p> <p>22 *****</p> <p>23</p> <p>24</p> <p>25</p>

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	EXHIBITS	PAGE	PAGE MARKED	REF'D
EXHIBIT NUMBER	DESCRIPTION			
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		

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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.
S 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.
F From the - so do Division Chiefs typically report to Assistant Chiefs?
A That's correct.
I It goes Battalion Chief - generally.
S 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

<p style="text-align: right;">Page 9</p> <p>1 two places, generally - either a staff assignment, or a - 2 what we call Operations, which is actually firefighting, 3 and supervising firefighting units. 4 I've been in both - both sections. 5 Q What section are you in now? 6 A The contract would say that when I - when I 7 finish my term of President, that I would return back to 8 my previous assignment, which would be an Operation 9 Battalion Chief assignment. 10 Q What would - what would a typical day consist 11 of, as Battalion Chief in the Operations Department, in 12 that assignment? 13 A A Battalion - we - we'd work shift work, so we 14 work a 24/48 schedule. So every third day I would come in 15 at around 10:00 to 10:30, and we would do what we call set 16 up staffing. 17 And so you look at all the different types 18 of leave people have, throughout the City, coordinate with 19 the other seven Battalion Chiefs, and you make sure you 20 have coverage of all the proper ranks, and all the proper 21 fire fighters throughout the City in every - in every 22 unit. 23 That's how the day would usually start out. 24 Many times, after that, there's a meeting 25 to go to with all of the Battalion Chiefs, where they get</p>	<p style="text-align: right;">Page 11</p> <p>1 A Since January of 2010. 2 Q If I refer to the Austin Fire Fighters 3 Association as the AFA, I'm sure you know - you know what 4 I'm talking about? 5 A I'm sorry. What? 6 Q If I refer to the Austin Fire Fighters 7 Association as the AFA, as - will you know that -- 8 A Yes. 9 Q -- I'm referring -- 10 A AFA -- 11 Q -- to that? 12 A -- is the acronym we use for Austin Fire 13 Fighters Association. Yes, sir. 14 Q Got it. 15 Did you have any positions with the AFA 16 prior to you holding the office of President? 17 A Yes. 18 I was - I've been a member since probably 19 the beginning of 1987? Because you can - you - you can't 20 become a member when you're on probation. 21 Q Um hum. 22 A So when I got off probation, I became a member. 23 I was not very active in the Association 24 until I think I - I think I was elected to the Bargaining 25 Team. I put my name in the hat, so-to-speak, and was</p>
<p style="text-align: right;">Page 10</p> <p>1 together and talk about, you know, what's going on within 2 the Department, as far as, you know, fire safety, and fire 3 fighting, and what needed - you know, what new directives 4 would come down from management, what we needed to know. 5 If that doesn't happen, then there's 6 training to do. 7 There's - your - your - one of your 8 responsibilities would be to go to the different stations, 9 under your jurisdiction. So the Battalion Chief is 10 basically in charge of five to seven stations, and that 11 could be, you know, six to maybe nine units, different 12 type of apparatus, and so they would be going around to 13 those stations, and supervising activities, checking out 14 progress of programs. Things like that. 15 And there might be other activities 16 assigned to the Battalion Chief directly from the Shift 17 Commander, some of them from above, to work on a 18 particular program or project. 19 Q Got it. 20 Do you also hold a position with the Austin 21 Fire Fighters Association? 22 A I do. 23 Q And what's that position? 24 A I'm the President. 25 Q How long have you been the President of the AFA?</p>	<p style="text-align: right;">Page 12</p> <p>1 elected to the Bargaining Team in 2008. At that time I 2 was Chief of Training. 3 The next year I ran for the 4 Secretary/Treasurer position, so that was, I think, 2009, 5 and accepted that position - or was elected in that 6 position. 7 And I was in that position about a year - 8 maybe a little less than a year - and then I ran for 9 President of the Association, and was sworn in as 10 President January of 2010. 11 Q Very good. 12 Fast rise. 13 Can you tell me, just in general terms, 14 what the AFA is? 15 A What the AFA is? 16 It's a association of fire fighters that we 17 promote and establish the common interest. 18 We are the chief - we represent the 19 bargaining unit for the City, under Chapter 174, so we 20 actually are the negotiating agent for that. 21 Because of that, there's a variety of 22 activities that are under the contract that we are 23 responsible for. Administering grievances, you know, 24 meeting with management to try to work out different 25 issues harmoniously.</p>

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<p>1 You know, I can give you a for instance, if 2 you want, or you can ask me later. 3 But, I mean, we spend a great deal of time 4 with that. 5 But a good deal of our time is spent 6 meeting together, and trying to promote and establish our 7 common interests, so a lot of time is spent, because we do 8 want to represent the fire fighters - not just our own 9 interests - a lot of time is spent going out to do 10 surveys, to do face-to-face contacts, and - and - and 11 educating and receiving feedback from the members so we 12 can basically promote their interests. 13 Q How long has the AFA been in existence? 14 A I don't know, exactly. You asked me this 15 question last time. 16 I - I think around 1950, or a little bit 17 before, but I'm not absolutely sure. 18 And I only say that because I've - I've 19 been told they're very active - Austin fire fighters were 20 active, at the time, in the writing and the promoting of 21 Civil Service law, and I think it was voted in the State 22 Legislature around that time. 23 Q You indicated that the AFA is the negotiating 24 agent for Austin fire fighters. 25 When you say negotiating agent, do you mean</p>	<p>1 collective bargaining in. 2 Q Could you explain the difference between 3 meet-and-confer and collective bargaining? 4 A I can explain what I think the differences are. 5 I - I - I - I generally think there's not a 6 lot of difference, for - at least for Austin. 7 I think that my understanding is there's a 8 little bit of difference in - in the strength of past 9 practice arguments you could make; in other words, 10 arguments that policies and working conditions that are in 11 effect when a negotiation started, even if they're not 12 discussed, remain in effect until the next bargaining 13 cycle. That's - that's my understanding, although the - I 14 think the one time we challenged, didn't seem like that 15 had very much strength to it. 16 I do believe that there's some advantages 17 to collective bargaining, if you are a department that is 18 underpaid, according to other like industries, or other 19 like Fire Departments in your area. There is some 20 provisions that you could - you can have an Arbitrator 21 look at that, if you go to impasse. 22 But my understanding is, it's - it's 23 actually a lot of similarities between collective 24 bargaining and meet-and-confer. 25 Q Is one difference that, under meet-and-confer,</p>
Page 14	Page 16
<p>1 the exclusive bargaining representative? 2 A Yes. 3 Q Do you know how long the AFA - AFA has been 4 negotiating agent, or exclusive bargaining representative 5 for Austin fire fighters? 6 A The history of that is - is - I'm a little vague 7 on the very beginning years, but it was around the mid 8 Nineties when the State Legislature passed something 9 called meet-and-confer, and it was basically a bill that 10 was passed - I guess a law that was created - that allowed 11 Civil Service - my understanding of it is it allowed Civil 12 Service departments to negotiate some of the tenets 13 of Civil Service law, or meet-and-confer with management 14 and change some of those elements. 15 And that happened I think around - I think 16 that started around 1997? 17 And then, in 19- - and excuse me. In 2004, 18 the - this - this - Austin fire fighters endeavored to try 19 to get a referendum passed to get collective bargaining in 20 the City of Austin for the fire fighters, and I believe - 21 and they did, and I think that came in to effect either 22 late 2004 or early 2005. 23 And then you're kind of under a different 24 Statute, then. I had mentioned, earlier, in Chapter - 25 under Chapter 174. Once - once you - once citizens vote</p>	<p>1 the City can impose terms and conditions, but under 2 collective bargaining, the parties have to arrive at 3 agreement? 4 MS. NOBILE: Objection to the form. 5 You can answer. 6 A (The Witness) Say that one more time. I want 7 to make sure I get this right. 8 Q (Mr. Riches) Is one of the difference between 9 meet-and-confer and collective bargaining that under 10 meet-and-confer, the City can impose terms and conditions 11 of employment, but under collective bargaining, the 12 parties are to arrive at agreement? 13 MS. NOBILE: Objection. 14 You can -- 15 MR. BIRRING: Objection. 16 MS. NOBILE: -- answer. 17 MR. BIRRING: Form. 18 A (The Witness) I don't know. 19 You know, I'm really - I'm really not 20 certain. 21 And - and one other thing I should mention 22 is, is under meet-and-confer, it's a little more mutual if 23 they meet to meet-and-confer, when under collective 24 bargaining, the - my understanding is the Association can 25 actually compel the meeting by sending a letter to the</p>

<p style="text-align: right;">Page 17</p> <p>1 City Manager.</p> <p>2 So that's - that's another thing I didn't</p> <p>3 mention.</p> <p>4 Q (Mr. Riches) So one difference is that under</p> <p>5 meet-and-confer, the parties have to agree to meet.</p> <p>6 A Right.</p> <p>7 Q But under collective bargaining, the Association</p> <p>8 could require that the City --</p> <p>9 A Right.</p> <p>10 Q -- within --</p> <p>11 A And the requirement is - my understanding of</p> <p>12 the - of the requirement is they have to meet for sixty</p> <p>13 days, but it also says, in the Statute, they don't have to</p> <p>14 agree to anything, but they do have to meet in good faith</p> <p>15 for sixty - at least sixty days, is my understanding.</p> <p>16 Q And does that mean sixty days of - at least</p> <p>17 sixty days of negotiations?</p> <p>18 A Well, it's a - it - it - not to say you have to</p> <p>19 meet sixty days in a row --</p> <p>20 Q Right.</p> <p>21 A -- but you have to meet over a period of sixty</p> <p>22 days.</p> <p>23 So it doesn't mean you have to be at the</p> <p>24 table every day, but they have to, in good faith, meet and</p> <p>25 listen to your proposals, and make counterproposals.</p>	<p style="text-align: right;">Page 19</p> <p>1 now.</p> <p>2 But I - I - I believe our numbers are close</p> <p>3 to 11- - or excuse me - 1050.</p> <p>4 Q And how many of those 1050 are members of the</p> <p>5 AFA?</p> <p>6 A All but - we recently took - took a look at</p> <p>7 that - which I don't really pay much attention to - but I</p> <p>8 think we have twenty-one nonmembers within our - within</p> <p>9 our universe of fire fighters at the Austin Fire</p> <p>10 Department.</p> <p>11 Q Twenty-one?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 A And I think that's around two percent.</p> <p>15 So about ninety-eight percent people</p> <p>16 participate voluntarily, with the Association.</p> <p>17 Q Got it. Got it.</p> <p>18 When the AFA reaches a tentative agreement</p> <p>19 with the City on a contract, does it submit the proposed</p> <p>20 contract to its membership for a ratification vote?</p> <p>21 A Yes.</p> <p>22 We go through an extensive education period</p> <p>23 with the members, where we conduct public meetings,</p> <p>24 meetings where they come to us. We have PPs go out and</p> <p>25 talk about the issues. We have a - we do a lot of stuff</p>
<p style="text-align: right;">Page 18</p> <p>1 And then, at the end, it's very clear,</p> <p>2 under Texas law, I believe, that - it says the City</p> <p>3 doesn't necessarily have to agree to any of it, but they</p> <p>4 do have to meet for that period of time.</p> <p>5 Q And so because the AFA is the exclusive</p> <p>6 bargaining representative for eligible fire fighters in</p> <p>7 Austin, does that mean that a contract that's</p> <p>8 ratified between the City and the AFA is binding on all</p> <p>9 Austin fire fighters?</p> <p>10 MS. NOBILE: Objection to --</p> <p>11 A (The Witness) That --</p> <p>12 MS. NOBILE: -- the form.</p> <p>13 You can answer.</p> <p>14 A (The Witness) That's my understanding. Yes.</p> <p>15 Q (Mr. Riches) And is that true whether or not</p> <p>16 the fire fighter is a member of AFA?</p> <p>17 A Yes. That is true.</p> <p>18 Q It - how many Austin fire fighters are there</p> <p>19 right now?</p> <p>20 A I - I wish I had looked that up this morning.</p> <p>21 I think - I'm - I'm going to take a WAG. I</p> <p>22 believe we're at about 1050 right now.</p> <p>23 I think our authorized strength - we're a</p> <p>24 little bit behind - is - is - approaches somewhere in the</p> <p>25 neighborhood of 1180. So we're a few understaffed right</p>	<p style="text-align: right;">Page 20</p> <p>1 on line, so we have an on-line education page where we</p> <p>2 give - if there's any dissension on the bargaining team -</p> <p>3 which there usually is some. We have pro and cons - we do</p> <p>4 a video usually talking about the issues. We usually have</p> <p>5 a Power Point talking about the contract before, and this</p> <p>6 one, and we - we do a lot of educational membership before</p> <p>7 the - a - a member vote occurs.</p> <p>8 Q And then there - there actually is an up or down</p> <p>9 member vote?</p> <p>10 A There is. Yes.</p> <p>11 Q What's required of the member vote to ratify a</p> <p>12 contract?</p> <p>13 A Fifty percent. Over fifty percent of the</p> <p>14 members voting. (Witness nodded head up and down.)</p> <p>15 Q When you say members, do you mean AFA members?</p> <p>16 A Well, any member could vote.</p> <p>17 Now to be - to be clear, I've never had a</p> <p>18 nonmember ask to vote, but we certainly have provisions to</p> <p>19 allow them to vote.</p> <p>20 Q So nonAFA members can vote to ratify a contract</p> <p>21 between the AFA and the City?</p> <p>22 A That's my understanding. Yes. (Witness nodded</p> <p>23 head up and down.)</p> <p>24 Q You indicated that there's provisions to allow</p> <p>25 that. Do you know where those exist?</p>

<p style="text-align: right;">Page 21</p> <p>1 A I don't think there's any prohibition for them</p> <p>2 doing it. I don't know that there's - I don't think</p> <p>3 there's anything that says you can, but there's no</p> <p>4 prohibition.</p> <p>5 And my interpretation is, because they're a</p> <p>6 member of the bargaining unit, that they could.</p> <p>7 Q To your knowledge, has a nonmember, in fact,</p> <p>8 voted to ratify an agreement --</p> <p>9 A I've --</p> <p>10 Q -- between --</p> <p>11 A -- never been asked, by a nonmember, to vote,</p> <p>12 and I don't have any knowledge of them doing that. I</p> <p>13 don't want to say it's never happened. I just don't</p> <p>14 recollect.</p> <p>15 Q Okay.</p> <p>16 A (Witness nodded head up and down.)</p> <p>17 Q I probably should have asked this at the</p> <p>18 beginning.</p> <p>19 I - I see you're represented by attorneys</p> <p>20 from the AFA.</p> <p>21 Is your testimony today in your capacity as</p> <p>22 the AFA President, or as a City of Austin employee?</p> <p>23 MS. NOBILE: I - I am going to object to</p> <p>24 the form.</p> <p>25 You can - you can answer.</p>	<p style="text-align: right;">Page 23</p> <p>1 legal conclusion.</p> <p>2 I - there isn't one.</p> <p>3 MR. BIRRING: The same objection.</p> <p>4 MR. RICHES: Okay.</p> <p>5 Q (Mr. Riches) Would you mind answering?</p> <p>6 A (The Witness) I can answer the question, and my</p> <p>7 answer to that would be I would have to consult with my</p> <p>8 attorney to know.</p> <p>9 Q Okay. I want to show you what has been marked</p> <p>10 as Exhibit 1 from yesterday's depositions.</p> <p>11 MR. RICHES: And does everyone have a copy</p> <p>12 of that?</p> <p>13 That's - yeah that's Exhibit 2,</p> <p>14 technically, but it's the same --</p> <p>15 MS. NOBILE: Okay.</p> <p>16 MR. RICHES: -- document, except in</p> <p>17 different form. (Indicating)</p> <p>18 Q (Mr. Riches) It - one last question, on that</p> <p>19 last line of questioning.</p> <p>20 Why is it that you weren't represented by</p> <p>21 the City, as a City employee?</p> <p>22 MS. NOBILE: Objection.</p> <p>23 A (The Witness) Pardon --</p> <p>24 MS. NOBILE: Form.</p> <p>25 A (The Witness) -- me?</p>
<p style="text-align: right;">Page 22</p> <p>1 A (The Witness) As an AFA President.</p> <p>2 Q (Mr. Riches) Okay. Are you also represented by</p> <p>3 the City today?</p> <p>4 MS. NOBILE: I'm going to just let - as -</p> <p>5 as his legal representative, there's no attorney/client</p> <p>6 relationship between the City and Bob Nicks.</p> <p>7 So just so the record is clear.</p> <p>8 MR. RICHES: Okay. I'm sorry. Can you</p> <p>9 repeat?</p> <p>10 MS. NOBILE: Yeah.</p> <p>11 There's no attorney/client relationship</p> <p>12 between the City and Bob Nicks.</p> <p>13 A (The Witness) Other than the very brief meeting</p> <p>14 I had this morning, where I said hello to the City</p> <p>15 representative, I've - I've never met with him or taken</p> <p>16 any direction.</p> <p>17 I don't know if that answers your question</p> <p>18 or not.</p> <p>19 Q (Mr. Riches) Okay.</p> <p>20 MS. NOBILE: I'm - we're his lawyers.</p> <p>21 (Indicating)</p> <p>22 MR. RICHES: Got it.</p> <p>23 Q (Mr. Riches) Could there be an attorney/client</p> <p>24 relationship between you and the City attorney?</p> <p>25 MS. NOBILE: Object. That calls for a</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. BIRRING: Objection. Form.</p> <p>2 A (The Witness) I'm sorry. What's the question?</p> <p>3 Q (Mr. Riches) Why is it that you wouldn't be</p> <p>4 represented by the City, as a City employee?</p> <p>5 MS. NOBILE: Objection. Form.</p> <p>6 A (The Witness) Why is it that I wouldn't want to</p> <p>7 be?</p> <p>8 Q (Mr. Riches) That - that you aren't.</p> <p>9 A I've never been asked to, and I've never</p> <p>10 requested that I am - that - that I be represented by</p> <p>11 them.</p> <p>12 Q Okay. If you wouldn't mind taking a look at</p> <p>13 what has previously been marked as Exhibit 1? Can you</p> <p>14 identify that document?</p> <p>15 A Yes.</p> <p>16 Q And what is that?</p> <p>17 A This is a - the latest Collective Bargaining</p> <p>18 Agreement between the City of Austin and the Austin Fire</p> <p>19 Fighters Association.</p> <p>20 Q Were you familiar with that document prior to</p> <p>21 coming in this --</p> <p>22 A I --</p> <p>23 Q -- morning?</p> <p>24 A -- I am familiar with it. Yes.</p> <p>25 Q Were you part of the negotiation team that was</p>

<p style="text-align: right;">Page 25</p> <p>1 part of the negotiating process, prior to ratification of 2 this -- 3 A That's -- 4 Q -- agreement? 5 A -- correct. 6 Q What was your role, on the negotiating team? 7 A On this contract, I was the lead negotiator. 8 Q How many negotiators are there? 9 A Pardon me? 10 Q How many negotiators are there for AFA? 11 A I think - I believe our - our team is nine. And 12 it's five elected and four appointed by the President. 13 And then we usually hire outside Counsel to sit in at 14 least some of the sessions, if not all the sessions. 15 Q When you say five are elected, by whom are they 16 elected? 17 A They're elected by the membership. 18 Q For the exclusive task of negotiating? 19 A Yes. 20 So we have a - we have a bargaining team, 21 that's laid out in our Constitution and Bylaws, and it 22 talks about how members are selected, and five are 23 selected through a - an on-line voting system, basically, 24 and then four are appointed by the President. 25 Q If you wouldn't mind turning to Article 10 of</p>	<p style="text-align: right;">Page 27</p> <p>1 Q I'll rephrase it. 2 Who funds Association Business Leave? 3 A Association Business Leave is established 4 through arms-length negotiations between the City of 5 Austin and the Austin Fire Association - Fire Fighters 6 Association. 7 A lot of items and discussions go in to to 8 create the equilibrium of that bargain. 9 But I think what you're probably getting in 10 to, who actually funds it, ultimately? Because I think 11 that was the question from the Court case that I was in - 12 or the Court date that I - I attended. And that would be 13 the citizens - citizens of Austin ultimately fund it. 14 Q Is any portion of Association Business Leave, or 15 ABL, paid out of the AFA's budget? 16 A Again, I think you could make the case that the 17 negotiation - arm-length negotiation is where you 18 determine all the issues in the contract, and so you could 19 say that there were some allowances made for benefits or 20 working conditions to get that leave. 21 But when you're looking - if you're asking, 22 directly, do any funds come out of the general fund of AFA 23 from the money dues we collect to fund ABL, the answer 24 would be no. 25 Q Okay. Would you mind looking at Section 1B,</p>
<p style="text-align: right;">Page 26</p> <p>1 that agreement? 2 A Okay. I'm there. 3 Q That article defines - or identifies the 4 creation of what's called Association Business Leave. 5 What is Association Business Leave? 6 A Association Business Leave is leave that can be 7 used to do Association business. (Witness nodded head up 8 and down.) 9 Q All right. Who pays for Association Business 10 Leave, under Article 10? 11 A Oh. 12 MR. BIRRING: Objection. 13 A (The Witness) You -- 14 MR. BIRRING: Form. 15 MR. RICHES: What's the objection? 16 MR. BIRRING: I think it's somewhat of a 17 vague question. 18 (The Reporter asked Mr. Birring to 19 speak louder.) 20 MR. BIRRING: Oh. It's a little bit vague 21 question. Like what does "pays for" mean, in this 22 context? 23 MR. RICHES: I can rephrase. 24 Q (Mr. Riches) Do you understand the question? 25 A (The Witness) I understand the question. Yes.</p>	<p style="text-align: right;">Page 28</p> <p>1 which identifies the Association President? You indicated 2 that's you, currently. Is that correct? 3 A That's correct. 4 Q Who decides who becomes the Association 5 President? 6 A The members do. 7 Q The members of the AFA? 8 A Yes. 9 Q Does the City have any say in who becomes the 10 AFA President? 11 A Well, it depends on how you define the City. 12 A lot of the fire fighters that are in our 13 Association are also management, so they have some say, if 14 that's how you define the City. 15 But, generally speaking, the City doesn't 16 have any direct impact on who becomes the President. 17 Q Is the election of President done through a - 18 through a membership vote? 19 A Unless someone else runs. 20 My first term, I ran against two other 21 candidates, and was elected. 22 And since then, we have a process where you 23 put a - you have a - a very defined process in our 24 Constitution and Bylaws, where you put out the 25 nominations. You open the position in advance, and</p>

<p style="text-align: right;">Page 29</p> <p>1 there's a lot of - you know, the Constitution tells 2 exactly what membership meeting these things would be held 3 at. 4 We actually do our elections through 5 on-line voting, which is one of the only and first in the 6 nation to do so, and so ultimately, the - the - the 7 members choose - unless nobody else puts their name in the 8 hat - and then there's provision where you would - you 9 would get the position by acclamation. 10 So I've actually had an election, with 11 candidates running against me, in 2009, when I was 12 installed in 2010, and since then, I've - nobody has 13 opposed me, so I've won my - every two years, since then, 14 I've won my election through acclamation. 15 Sorry for the long answer, but I want to 16 make sure I'm accurate. 17 Q Thank you. 18 Section 2C indicates that the Association 19 President shall be permitted up to 2080 hours of 20 Association Business Leave. 21 Does that constitute a - a full forty hour 22 workweek? 23 A Yeah. 24 I mean, I used to work at Payroll for the 25 City of Austin. 2040 would be the - how many hours you</p>	<p style="text-align: right;">Page 31</p> <p>1 at that time, with the City. A - a regular Battalion 2 Chief. 3 But I would say the far majority of the 4 time that I use that's not ABL is - is me volunteering my 5 time to the - to the duties of the job. 6 Q When you do that, when you volunteer your time, 7 do you record that, in some fashion? Do you put in for 8 voluntary leave? 9 A No. The agreement I have with the City - first 10 of all, the - this ABL article says I cannot - I cannot 11 work overtime. So I don't show the other times that I 12 work as voluntary. 13 What we've done is - because they're - 14 they're aware that I'm doing more than forty hours a 15 week - is we just decided to - when I - when I record my 16 time on my time sheet, I record ten hours on Monday, 17 Tuesday, Wednesday, and Thursday. 18 And at one point I thought I might actually 19 do some overtime in Operations on Friday and Saturday, but 20 I've never had the bandwidth to do that, with - with my 21 duties and my family requirements. 22 Q If you wouldn't mind looking at Section 1A of 23 Exhibit 1? 24 A Section 1A? 25 Q I'm sorry. Section 1B.</p>
<p style="text-align: right;">Page 30</p> <p>1 generally work in a - in a year. 2 Of course, if you're taking any sick, or 3 vacation, or other types of leave, it would - it would 4 subtract from that - that number. 5 But yeah. That - a - a person, a forty 6 hour workweek is generally considered to work 2040. 7 Q Are all of your working hours done on ABL? 8 MS. NOBILE: Objection to the form. 9 You can answer. 10 A (The Witness) No. 11 Q (Mr. Riches) Okay. Do you perform other - 12 well, how are your other working hours performed? 13 A Voluntary leave. 14 My - my work - my work requirements require 15 me to work way past forty hours a week, so a lot of it is 16 voluntary. 17 Occasionally - although I'm not very good 18 about this - when the City asks me to do something, like 19 go to a quarterly Battalion Chief meeting, I actually 20 could not charge ABL for that, but just charge regular 21 leave, which would allieve - allow me more balance to use 22 for other purposes, if I wanted, in the ABL balance. 23 I generally don't remember to do that, and 24 so I'm usually there on ABL, even though I'm on behalf of 25 the City. I'm in uniform and - and acting as an employee,</p>	<p style="text-align: right;">Page 32</p> <p>1 A Okay. 2 Q "The Association President may use ABL for any 3 lawful Association business activities consistent with the 4 Association's purposes." 5 Does the City place any prohibitions on 6 what "activities consistent with the Association's 7 purposes," means? 8 A I'll try to answer that question the best I can. 9 There's discussions occasionally at the 10 table - I think we've had six or seven bargaining cycles 11 since I've been President. Since 2000- - well, not since 12 I've been President, but since 2008 I've been involved 13 with bargaining. And so occasionally there's discussions 14 on what that means. 15 And one thing that we - that the City 16 negotiator spoke about, that clearly would be against 17 lawful purposes, is me being in uniform, you know, 18 soliciting. And I - and I - and I think Chapter 143 19 prohibits that, also. 20 Also, I shouldn't be delivering a check 21 on - you know, a contribution check on duty, or, in other 22 words, on ABL leave. 23 And those were the examples they talked 24 about of what I should - what we shouldn't be doing; in 25 other words, unlawful practices, in their - in their</p>

<p style="text-align: right;">Page 33</p> <p>1 opinion.</p> <p>2 And then we talked about lots of other</p> <p>3 things, like going to a Council meeting - office and</p> <p>4 talking about advocating for fire fighter issues, and</p> <p>5 safety principles - principles, and things like this, and</p> <p>6 those are - those are prohibited - those are not</p> <p>7 prohibited. Those would - those are - those would be</p> <p>8 fine.</p> <p>9 And so really, the only two that I can</p> <p>10 think of that they said I couldn't do, for lawful</p> <p>11 purposes, is deliver checks, or deliver - or do something</p> <p>12 in - in uniform.</p> <p>13 Of course I am subject to the Code of</p> <p>14 Conduct. Regardless of whether I'm - I'm working as</p> <p>15 Battalion Chief or Union President, I'm still a City of -</p> <p>16 employee. I'm still employed by the City of Austin, and I</p> <p>17 am subject to those sort of personnel policies, too.</p> <p>18 Q When you say "in uniform soliciting," what do</p> <p>19 you mean? What are you soliciting?</p> <p>20 A Well, I - nobody does this in the City of</p> <p>21 Austin, because we're pretty - I think we're a pretty</p> <p>22 ethical department - but Chapter 143 talks about you can't</p> <p>23 lobby in a - in a - in a uniform, if I'm - if I'm not</p> <p>24 mistaken.</p> <p>25 Q When you say "lobby," do you mean advocate for</p>	<p style="text-align: right;">Page 35</p> <p>1 Q What about with the City of Austin?</p> <p>2 A I am not. (Witness shook head from side to</p> <p>3 side.)</p> <p>4 Q You also indicated that perhaps one other</p> <p>5 prohibition, under Section 1B1, is that you couldn't</p> <p>6 deliver a check. What do you mean by that?</p> <p>7 A A contribution.</p> <p>8 Q A contribution to whom?</p> <p>9 A To a - to a political candidate.</p> <p>10 Q Okay.</p> <p>11 A That should - that should not be done on ABL, is</p> <p>12 the way I understand it.</p> <p>13 Q So you cannot deliver a direct contribution</p> <p>14 check to a political candidate for elected office, while</p> <p>15 on ABL?</p> <p>16 A That's correct.</p> <p>17 Q Apart from the lobbying, while in uniform, or</p> <p>18 delivering a check to a political candidate, are there any</p> <p>19 other prohibitions on your use of ABL?</p> <p>20 MS. NOBILE: Objection to the form.</p> <p>21 You can answer.</p> <p>22 A (The Witness) I mean, those are my biggest</p> <p>23 takeaways from the discussion.</p> <p>24 Whenever I have any questions about what</p> <p>25 is - you know, if I have any question - I can't think of</p>
<p style="text-align: right;">Page 34</p> <p>1 the passage or defeat of legislation?</p> <p>2 A Right.</p> <p>3 I couldn't go up to the - without</p> <p>4 permission from City - from the City Manager - I couldn't</p> <p>5 go to the Capitol and - and lobby in uniform. Or I</p> <p>6 shouldn't be advocating for positions while I'm in uniform</p> <p>7 that are - especially that are contrary to the City, but -</p> <p>8 in any way.</p> <p>9 So - so the way I've interpreted that is I</p> <p>10 never wear a uniform. It just makes it a lot simpler for</p> <p>11 me.</p> <p>12 Q So the prohibition only applies to the wearing</p> <p>13 of a uniform while lobbying, but not to lobbying, itself?</p> <p>14 A No. I could --</p> <p>15 MS. NOBILE: Objection --</p> <p>16 A (The Witness) -- it --</p> <p>17 MS. NOBILE: -- to the form.</p> <p>18 But you can answer.</p> <p>19 A (The Witness) Oh. I'm sorry.</p> <p>20 Yeah. My - my understanding is lobbying is</p> <p>21 within the allowed activities that I can do, while using</p> <p>22 ABL. That's correct.</p> <p>23 Q (Mr. Riches) Are you registered as a lobbyist</p> <p>24 with the State?</p> <p>25 A I'm not.</p>	<p style="text-align: right;">Page 36</p> <p>1 an example right now - I always consult my attorneys.</p> <p>2 But those were the takeaways I got - I got</p> <p>3 from the discussions we had at the table.</p> <p>4 Q (Mr. Riches) In your role, as the AFA</p> <p>5 President, do you make candidate contributions on behalf</p> <p>6 of the AFA?</p> <p>7 A Sometimes I do. Yes.</p> <p>8 Q When would those contributions be made?</p> <p>9 A Sometimes - a lot of times they're after hours.</p> <p>10 Sometimes they're mailed.</p> <p>11 I have an event tonight I'm going to</p> <p>12 probably go to in Georgetown, and it's after hours, and</p> <p>13 I'll be delivering a check to that candidate.</p> <p>14 So generally speaking, but even - even -</p> <p>15 just so you know, I mean, I - I put in a lot more hours</p> <p>16 than just the forty hours a week, so even if one was to be</p> <p>17 during regular business hours - which I - I try, as a</p> <p>18 practice, not to do - but if - if - if that did occur, the</p> <p>19 hours that I work are well beyond the forty hours of ABL</p> <p>20 on a week.</p> <p>21 Q To your knowledge, has that occurred? Have you</p> <p>22 made a candidate contribution while on --</p> <p>23 A I don't --</p> <p>24 Q -- ABL --</p> <p>25 A -- recall --</p>

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<p>1 Q -- during regular --</p> <p>2 A -- I can't --</p> <p>3 Q -- business --</p> <p>4 A -- recall.</p> <p>5 Q -- hours?</p> <p>6 A I can't --</p> <p>7 (The Reporter asked for the question to</p> <p>8 be repeated which she could not hear</p> <p>9 clearly.)</p> <p>10 MR. RICHES: Sorry.</p> <p>11 Q (Mr. Riches) And if you don't mind, Mr. Nicks -</p> <p>12 I know sometimes I can speak quickly - but let me - let me</p> <p>13 finish the question and then --</p> <p>14 A (The Witness) I'm sorry.</p> <p>15 Q -- begin your answer.</p> <p>16 No problem, at all.</p> <p>17 To your recollection, have you ever made a</p> <p>18 candidate contribution while on ABL, or during regular</p> <p>19 business hours?</p> <p>20 A I don't recall doing so.</p> <p>21 Q Okay. Do you also - I'm going to go back to</p> <p>22 that.</p> <p>23 So you indicated that - I believe you</p> <p>24 indicated that most of the time that you spend doing your</p> <p>25 regular duties is on ABL. Is that correct?</p>	<p>1 Q Were you operating under a Collective Bargaining</p> <p>2 Agreement, during the impasse?</p> <p>3 A My interpretation, certain provisions, certain</p> <p>4 practices stay in place in that - in - because you have</p> <p>5 collective bargaining, even during impasse.</p> <p>6 The City is agreeable to some of those</p> <p>7 things, and nonagreeable with others, but, generally</p> <p>8 speaking, a lot of the benefit of the bargain goes away</p> <p>9 when you're at impasse.</p> <p>10 Q So there was no - tell me if I'm characterizing</p> <p>11 this correct. There was no enforceable Collective</p> <p>12 Bargaining Agreement during the impasse period?</p> <p>13 A That's correct. That's my understanding. Yes.</p> <p>14 Q Do you need permission from anyone, in the City</p> <p>15 of Austin, prior to using ABL?</p> <p>16 MS. NOBILE: Objection to the form.</p> <p>17 You can answer.</p> <p>18 A (The Witness) Well, it depends on what you mean</p> <p>19 by permission.</p> <p>20 I mean, the very fact that you have a</p> <p>21 Collective Bargaining Agreement gives you permission to do</p> <p>22 it.</p> <p>23 There are policies you have to follow.</p> <p>24 There's a Code of Conduct you have to follow.</p> <p>25 But if you're talking about do I have to</p>
Page 38	Page 40
<p>1 MS. NOBILE: Objection. Form.</p> <p>2 You can answer.</p> <p>3 Q (Mr. Riches) Oh. Is most of the time you</p> <p>4 spend, performing your duties as the AFA President, on</p> <p>5 ABL?</p> <p>6 A (The Witness) Most weeks I would say that's</p> <p>7 true, for sure. There's some weeks where I probably do</p> <p>8 more voluntary time than the ABL, but most weeks I would</p> <p>9 say, for sure, I'm spending most of the time on ABL leave.</p> <p>10 Yes.</p> <p>11 Q How long have you been on - using ABL for</p> <p>12 primary amount of your duties?</p> <p>13 A Well, it started January, 2010. We went to a</p> <p>14 contract impasse sometime in '13.</p> <p>15 So for almost a two-year period, I was back</p> <p>16 at the station during the impasse period.</p> <p>17 We received a contract again in '15, so I</p> <p>18 was back on ABL at that time, and have been on ABL ever</p> <p>19 since. (Witness nodded head up and down.)</p> <p>20 Q When was the impasse period from?</p> <p>21 A I - I am going to tell you, the best of my</p> <p>22 recollection, it started around '13 and ended around '15,</p> <p>23 and I think we got the contract in '15.</p> <p>24 Well, I'd - I'd be lying. I can't remember</p> <p>25 if it was Spring or Fall, but it was sometime in '15.</p>	<p>1 ask a person in the City to use ABL, on a day-to-day</p> <p>2 basis, the answer would be no.</p> <p>3 Q (Mr. Riches) Are you required to report to the</p> <p>4 Austin Fire Department headquarters, or any other Austin</p> <p>5 Fire Department office, on a daily basis?</p> <p>6 A There's not a requirement that I do it on a</p> <p>7 daily basis.</p> <p>8 There's plenty of times I do report for</p> <p>9 different duties I do, or meetings I attend, or - or - or</p> <p>10 activities I need to perform, but it's not a - it's not -</p> <p>11 it's not - I don't want to mislead you. It's not like</p> <p>12 7:00 a.m., every day, I go to headquarters and report.</p> <p>13 Q Do you generally go to AFA offices, during your</p> <p>14 working day?</p> <p>15 A I usually go by the office, at some point. I</p> <p>16 mean, I've kind of set up my - my business model where I</p> <p>17 have a office manager that takes care of a lot of the - a</p> <p>18 lot of the day-to-day things, and I did that so I can be</p> <p>19 more mobile.</p> <p>20 But I am almost always stopping by the</p> <p>21 office - the office to check on projects he's working on,</p> <p>22 supervise the activities, you know, find out if there's</p> <p>23 any messages I need to - to - to attend to. Things like</p> <p>24 that.</p> <p>25 Like today, I probably won't go by the</p>

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<p>1 office.</p> <p>2 So it - it's - I wouldn't say it's a - it's</p> <p>3 a standard practice I'm always going to be there certain</p> <p>4 hours.</p> <p>5 Q Does the City maintain separate offices for you?</p> <p>6 A No.</p> <p>7 Q Is your office manager also on ABL?</p> <p>8 A No. He's paid by the Association. He's a</p> <p>9 civilian.</p> <p>10 Q Okay. What's his name?</p> <p>11 A His name is Tim Olson.</p> <p>12 Q And when you say he's paid by the Association,</p> <p>13 he's paid out of the general operating funds --</p> <p>14 A He --</p> <p>15 Q -- of the AFA?</p> <p>16 A That's correct.</p> <p>17 Q Does anyone, at the City of Austin, direct your</p> <p>18 activities, on a daily basis?</p> <p>19 MS. NOBILE: Objection --</p> <p>20 MR. BIRRING: Objection.</p> <p>21 MS. NOBILE: -- to the form.</p> <p>22 MR. BIRRING: The same objection. Form.</p> <p>23 A (The Witness) Well, again, just to be accurate,</p> <p>24 there's some direction and - through the contract.</p> <p>25 There's some direction in the Code of Conduct, and things</p>	<p>1 keeps things cleaner.</p> <p>2 But a case could have been made, easily,</p> <p>3 that I have worked extra hours, so I didn't need to do</p> <p>4 that, but I try to be pretty - pretty righteous about</p> <p>5 that.</p> <p>6 But it's not a tool where I'm recording</p> <p>7 exactly what I'm doing in any particular day, the exact</p> <p>8 time I'm coming in, the exact time I'm leaving.</p> <p>9 And it's - partly it's very hard - it would</p> <p>10 be hard to do that, even if it was a requirement.</p> <p>11 Like yesterday, I was doing different</p> <p>12 Association business till almost 10:30 at night. I got up</p> <p>13 at 4:00 in the morning, and started doing business again.</p> <p>14 So it's - it's - it's - it would be hard to</p> <p>15 record all the different things that a person does. It</p> <p>16 could be done, but it would be difficult to do.</p> <p>17 Q (Mr. Riches) I understand.</p> <p>18 The recording that you do provide, or the</p> <p>19 accounting that you do provide, is a time sheet for</p> <p>20 ten-hour days, Monday through Thursday? Is that correct?</p> <p>21 A That's correct.</p> <p>22 Q Is there anything, on those time sheets, that</p> <p>23 indicate how your time was spent, during those ten hours?</p> <p>24 A That's - no. There's not.</p> <p>25 Q Do you have a supervisor, at the City of Austin?</p>
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<p>1 I have to do in order to - to maintain a good standing as</p> <p>2 an employee.</p> <p>3 There are a lot of common, mutual projects</p> <p>4 we work on together, where we're coordinating our time,</p> <p>5 and ideas, and resources to accomplish.</p> <p>6 But if you're asking is there somebody that</p> <p>7 directs my day-to-day activities, from the City, then the</p> <p>8 answer is no.</p> <p>9 Q (Mr. Riches) Do you provide any accounting as</p> <p>10 to how you spend your time, while using ABL, on a daily</p> <p>11 basis, to anyone at the City?</p> <p>12 MS. NOBILE: Objection to the form.</p> <p>13 You can answer.</p> <p>14 A (The Witness) To some extent, yes.</p> <p>15 I mean, but it's mostly for the purposes of</p> <p>16 accurate pay, and by abiding by the contract.</p> <p>17 So there's a time sheet that needs to be</p> <p>18 filled out weekly, but the time - but, by agreement, the</p> <p>19 time sheet is filled out, much like I told you. It's</p> <p>20 filed - it's filled out Monday, Tuesday, Wednesday, and</p> <p>21 Thursday, with ten hours a day of ABL.</p> <p>22 As a practice, what I do is if I have</p> <p>23 vacation or sick, during that time, even though I have</p> <p>24 worked more than that time, I usually take the - I usually</p> <p>25 record that on my time sheet, just because I think it</p>	<p>1 A I think, technically, the supervisor is the Fire</p> <p>2 Chief, but I - but, for all practical purposes, I</p> <p>3 generally report to the Chief of Staff, which is Tom</p> <p>4 Dodds.</p> <p>5 Well, actually, he's the Interim Chief now,</p> <p>6 but he was the Chief of Staff.</p> <p>7 Q Does he provide any performance reviews for you?</p> <p>8 A No.</p> <p>9 Q How often do you report to him?</p> <p>10 A Whenever he asks me to.</p> <p>11 Generally we - you know, one of the I</p> <p>12 think important parts of the Association is - is trying to</p> <p>13 create harmonious relationships.</p> <p>14 So it's - this week - I want to say Tuesday</p> <p>15 of last week, he wanted to meet for several hours on</p> <p>16 overtime practices.</p> <p>17 There were different Chiefs that were</p> <p>18 interpreting it in different ways. He wanted the</p> <p>19 Association's point of view.</p> <p>20 I - I did a conference call with my Board.</p> <p>21 I talked about the issues. We came up with our position.</p> <p>22 I went and talked to the Fire Chief for several hours</p> <p>23 about it, and reached a lot of common interest on - on how</p> <p>24 we should interpret it.</p> <p>25 And so that's just an example of - of when</p>

<p style="text-align: right;">Page 45</p> <p>1 he would direct me to come in and - and - and meet. 2 And that happens fairly frequently. 3 Q How would you characterize "fairly - fairly 4 frequently"?</p> <p>5 A Well, in - you could - in some weeks, like that 6 particular day - I'm just reviewing my - my calendar, 7 because I thought you might ask some questions like this. 8 That particular day, I met with him twice 9 that day. One was for an over three-hour meeting with the 10 female fire fighters in the afternoon, and the other one 11 was a - a meeting earlier in the day, at about two hours, 12 on overtime - which ended up being two and a half hours on 13 overtime practices, and went in to some other issues. 14 Some days we wouldn't meet, at all. 15 So it would really just depend on, you 16 know, what's the issue of the day, and what needs to be 17 discussed. 18 Q So he'll - the Chief of Staff will request 19 meetings with you and expect you to attend them? Is that 20 a fair characterization of what you -- 21 A Yeah. 22 Q -- described? 23 A I mean, but it - I don't feel like - yes and no. 24 I mean, he - he will request it, just like 25 I would request a meeting with him. He probably doesn't</p>	<p style="text-align: right;">Page 47</p> <p>1 study under - that the Mayor kind of commissioned, with 2 the Budget office, to determine the exact impact of the 3 crisis, because I thought it was a little bit - I thought 4 there were some offsetting costs that were going to be 5 taking place. 6 And while I was doing that, I was working 7 hand-in-glove with the Fire Chief and civilian budget 8 analysts to try to come up with a myriad of solutions, 9 and - and we did. 10 And I think the fact that we engaged the 11 membership and stakeholders in doing that, we saved three 12 to four million dollars, and morale issues were - negative 13 morale issues were minimized. 14 So the Chief didn't direct me to do that, 15 but we certainly worked many, many hours together on 16 accomplishing that task. 17 Q Could you be removed as - could you be removed 18 from your position as the AFA President by the City? 19 A No. 20 Q And I'm certainly not suggesting that this is 21 the case, but if the City wasn't satisfied with your 22 performance as the AFA President, could they take 23 disciplinary action against you for poor performance as 24 the AFA President? 25 MS. NOBILE: Objection to the form.</p>
<p style="text-align: right;">Page 46</p> <p>1 feel like he has to attend a meeting I request him on. 2 But - but he - but we do, because there's a lot of common 3 interests we need to work out. 4 Q Do you feel you have to attend a meeting, if he 5 requests -- 6 A If the -- 7 Q -- it? 8 A -- Fire Chief asks me to be there, I'm going to 9 be there. Yes. 10 Q Does he provide you other assignments, 11 throughout the working day? 12 A Not in the classic sense that you're probably 13 going at. 14 It's not that - that the Fire Chief would 15 say, "Bob, I need you to work on this project. These are 16 the expectations, and this is the deadline I want to see 17 it by." 18 What we do is we work on a lot of common 19 things together that are - that are mutually beneficial to 20 the Department. And I'll give you an example. 21 We had an overtime crisis, you could say, 22 because of our shortage of personnel and our need to fill 23 seats on units, and I went through a process of trying to 24 find out the most desirable ways, according to the 25 membership, in order to overcome that crisis, and I did a</p>	<p style="text-align: right;">Page 48</p> <p>1 You can answer. 2 A (The Witness) Well, I guess it depends on how 3 they would define poor performance as the AFA President. 4 They could certainly discipline me. 5 Now whether the purpose was because they 6 didn't like the performance of AFA Presidents is - would 7 be speculation, I guess, but they certainly have the 8 ability to discipline me, under the Code of Conduct 9 policies. 10 Q (Mr. Riches) If they weren't satisfied - if 11 someone at the City was not satisfied with your job 12 performance, could they ask you to step aside or remove 13 you from your position as the AFA President? 14 A No. 15 They could punish me for policy violations, 16 but they couldn't just - if you want to isolate just the 17 fact they didn't like - I wasn't violating any policies, 18 but they didn't like the way I was doing as President, 19 they could not - they could not compel me to step aside. 20 No. 21 Q And when you say policies, do you mean City 22 policies that are generally applicable to all City 23 employees? 24 A That - City and - so there's - there's City 25 policies that are applicable to me. There are Fire</p>

<p style="text-align: right;">Page 49</p> <p>1 Department policies that are applicable to me. And, of 2 course, there's a Civil Service law, contractual 3 requirements that - that I'm also under, so yeah. I'm - I 4 have to abide by all of those different areas. 5 Q Okay. If you don't mind looking back to Exhibit 6 1? Section 1B2 identifies Other Authorized Association 7 Representatives? 8 A Um hum. 9 Q And then the sentence goes on to read that, "ABL 10 may be used for Association business activities that 11 directly support the mission of the Department or the 12 Association." 13 Does that mean that ABL can be used by 14 Other Authorized Association Representatives exclusively 15 to support the mission of the AFA? 16 MS. NOBILE: Objection to the -- 17 MR. BIRRING: Objection. 18 MS. NOBILE: -- form. 19 MR. BIRRING: Form. 20 A (The Witness) Yeah, as long as it abides by the 21 provisions of this article. 22 Q (Mr. Riches) And it - it looks like there are 23 some limitations that are placed in that article on the 24 use of ABL by Other Authorized Association 25 Representatives.</p>	<p style="text-align: right;">Page 51</p> <p>1 then there's a discussion with the Board to see if they 2 support that program, and if they do, then I would grant 3 ABL for that, to - to satisfy that function. 4 Q Are you then the final decision-making authority 5 on who becomes a Other Authorized Association 6 Representative? 7 MS. NOBILE: Objection to the -- 8 A (The Witness) I -- 9 MS. NOBILE: -- form. 10 You can answer. 11 A (The Witness) I think of it more of a - a 12 consensus process, more, but I guess technically, a 13 President could view it that way and operate that way, but 14 I don't feel like I do. 15 I feel like I - I get permission from my 16 Board, and ultimately the membership, in the decisions I 17 make. 18 Q (Mr. Riches) Does anybody, in the City of 19 Austin Fire Department management team, decide who gets to 20 become an Authorized Association Representative? 21 MS. NOBILE: Objection to the form. 22 You can answer. 23 A (The Witness) No. 24 Q (Mr. Riches) Does anyone, anywhere else in the 25 City, get to decide who becomes an Authorized Association</p>
<p style="text-align: right;">Page 50</p> <p>1 Do those limitations also apply to you? 2 A Not in - not in - not - not to the 3 contract - not in Section B2, they don't. No. 4 Q Who are the Other Authorized Association 5 Representatives? 6 A Anybody that we authorize to have ABL. 7 Q When you say "we authorized", what do you mean? 8 A The Board and the President. 9 Q Anyone who the AFA - is it a Board of Directors? 10 A Yeah. We have a - a Secretary/Treasurer, then 11 seven VPs, and then myself as our - is what we call our 12 Executive Board. 13 Q So either the Executive - so the Executive Board 14 can authorize Other Association Representatives? 15 A Usually it's - it's the President, as the last 16 authorization, but it's only through consultation with the 17 Board. 18 So a lot of the stuff is routine things, 19 like if we have workers' comp committee. And one of my 20 VPs is the Chair of that committee, and they meet once a 21 month. They decide to meet every two months. 22 You know, that's - we're not going to have 23 a big discussion about that. If there's a need, they - 24 they - then - then ABL would be granted to do that. 25 If there's a new program that we're doing,</p>	<p style="text-align: right;">Page 52</p> <p>1 Representative? 2 A No. 3 Q It looks like - and you had alluded to it 4 before - that there's some limitations that exist in 5 Section 1B2. 6 Outside of those limitations, are there any 7 others that limit the types of activities that Other 8 Authorized Association Representatives can perform, while 9 using ABL? 10 MS. NOBILE: Objection to the form. 11 You can answer. 12 MR. BIRRING: The same objection. 13 A (The Witness) Well, I mean, ABL is monitored by 14 myself and members of my Board, and so there's certain 15 things that we may - beyond what's written here - consider 16 appropriate to our organization. We certainly try to - to 17 regulate that, to the extent we can. 18 Q (Mr. Riches) Does the City place any other 19 limitations on the use of ABL by Other Authorized 20 Representatives, apart from those that are listed in 1B2? 21 MS. NOBILE: Objection to the form. 22 You can answer. 23 A (The Witness) Anything in additional to 24 what's - what's listed in 1B2? 25 Q (Mr. Riches) That's correct.</p>

<p style="text-align: right;">Page 53</p> <p>1 A Say one more - I'm sorry. Repeat the question</p> <p>2 one more time.</p> <p>3 Q Does the City place any additional limitations</p> <p>4 on the use of ABL by the Other Authorized Association</p> <p>5 Representatives, apart from the limitations that are</p> <p>6 identified in Section 1B2?</p> <p>7 A Occasionally, but - but not very often.</p> <p>8 For instance, this list of - of approved</p> <p>9 activities is - is - it's been discussed at bargaining.</p> <p>10 It's a nonexclusive list.</p> <p>11 And there's been times where people have</p> <p>12 been on temporary suspension - or actually it's not</p> <p>13 temporary suspension. I guess they were on administrative</p> <p>14 leave, during an investigation. So there's alleged policy</p> <p>15 violation.</p> <p>16 First one is pulled off their regular</p> <p>17 duties and put in kind of a light duty assignment while</p> <p>18 they're going through the investigation, and going through</p> <p>19 the due process.</p> <p>20 And so there have been times when I've</p> <p>21 asked that that person could come down on ABL to go over</p> <p>22 their case, and the City has approved that one time,</p> <p>23 denied it multiple times.</p> <p>24 So there's occasionally they - they</p> <p>25 interpret this section a little different than I would,</p>	<p style="text-align: right;">Page 55</p> <p>1 their grievance and their investigation.</p> <p>2 Q When you say the Association could determine</p> <p>3 what activities may be used for Association</p> <p>4 representatives on ABL, who, at the Association, makes</p> <p>5 that determination?</p> <p>6 A Well, the - like I said earlier, if it's a newer</p> <p>7 program, it would be basically a consensus of the Board a</p> <p>8 lot of times. We hardly ever go to votes on things like</p> <p>9 that. Usually we reach some sort of common understanding.</p> <p>10 And when I say "we would approve it", I</p> <p>11 mean we would - we would say we think it's appropriate.</p> <p>12 Then it gets submitted to the City, and the City would</p> <p>13 also have to agree that it's appropriate in order for the</p> <p>14 leave to be - to be authorized.</p> <p>15 Q Okay. When that process occurs, how does it</p> <p>16 work? Does the member or the employee, looking to take</p> <p>17 ABL - ABL, first get approval from you, prior to taking</p> <p>18 it?</p> <p>19 A It depends.</p> <p>20 Like I said earlier, if it's a new program,</p> <p>21 then I'm going to talk to the Board and see if it's a</p> <p>22 program we support. If the Board says it's a program we</p> <p>23 support, we ask people to put in for the leave.</p> <p>24 So let's say we're starting a new</p> <p>25 committee, and the Board says - or maybe a Motion to form</p>
<p style="text-align: right;">Page 54</p> <p>1 and would be a little more restrictive than I - than I</p> <p>2 think they should be.</p> <p>3 Q When you say it's a nonexclusive list, what do</p> <p>4 you mean by that?</p> <p>5 A There's a list of activities here, and we talked</p> <p>6 at the table several times that that is a list of</p> <p>7 activities, but it's not a list of the only things you can</p> <p>8 use ABL for.</p> <p>9 Q So the activities that are listed in Section 1B2</p> <p>10 are activities that ABL can be used for, but ABL can also</p> <p>11 be used for other activities that aren't identified in</p> <p>12 that --</p> <p>13 A They were --</p> <p>14 Q -- section?</p> <p>15 A Yeah.</p> <p>16 They were examples of things that could be</p> <p>17 used for, but it's been discussed several times, at the</p> <p>18 table, that the list could go beyond that - that list.</p> <p>19 Q If the activities go beyond the list, who</p> <p>20 determines what activities the Authorized Association</p> <p>21 Representatives will perform?</p> <p>22 A To some extent, the Association does, and to</p> <p>23 some extent, the City does. Like the example where they -</p> <p>24 they had a prohibition on the use I wanted to, when we</p> <p>25 were trying to bring somebody down to talk about their -</p>	<p style="text-align: right;">Page 56</p> <p>1 the committee, or maybe the Board wants to form a</p> <p>2 committee.</p> <p>3 So once we know it's an approved action of</p> <p>4 the Association, then we staff it. And if they - and if</p> <p>5 we - if we have individuals we staff on that committee</p> <p>6 that are off - that are on duty, then we would have - we</p> <p>7 would ask them to submit ABL.</p> <p>8 That would be a little more formalized than</p> <p>9 what we normally do, because a lot of our activities are</p> <p>10 recurring, like the workers' comp committee, or something</p> <p>11 like that.</p> <p>12 And, generally speaking, there's an on-line</p> <p>13 process for it where the person is approved. We then put</p> <p>14 in for the leave. The office manager would facilitate</p> <p>15 them getting the leave.</p> <p>16 Once it's filled out, it would get sent</p> <p>17 somehow - I don't know exactly how - to the City, where</p> <p>18 they - where they will get the approval - where they will</p> <p>19 approve it, and then we also monitor, on our - on our</p> <p>20 quarterly reports that we keep and the City keeps, on the</p> <p>21 ABL usage, which talks about the amount used, who used it,</p> <p>22 and for what purposes.</p> <p>23 Q Okay.</p> <p>24 MR. RICHES: Everybody doing all right?</p> <p>25 MS. NOBILE: Do you think this would be a</p>

<p style="text-align: right;">Page 57</p> <p>1 good time for a --</p> <p>2 MR. BIRRING: Yeah.</p> <p>3 MS. NOBILE: -- five-minute break?</p> <p>4 MR. BIRRING: I think it would --</p> <p>5 A (The Witness) Yeah.</p> <p>6 (Recess from 10:31 a.m. to 10:53 a.m.)</p> <p>7 Q (Mr. Riches) So are you ready to get started</p> <p>8 again?</p> <p>9 A (The Witness) I am.</p> <p>10 Q Okay. All right. I would like to show you what</p> <p>11 has previously been marked Exhibit I believe 4.</p> <p>12 A Okay.</p> <p>13 Q And would you mind - do you recognize these</p> <p>14 reports?</p> <p>15 A Yes.</p> <p>16 Q And what are they?</p> <p>17 A It's a report that the Fire Department produces</p> <p>18 and then gives to me, summarizing the ABL - ABL use for a</p> <p>19 particular period of time, according to their records.</p> <p>20 Q Would you mind turning to Page COA19?</p> <p>21 A 19?</p> <p>22 Q Yeah.</p> <p>23 A Okay. I'm there.</p> <p>24 Q If you look under the Hours by Reason box, and</p> <p>25 there's a line for Association President? Do you see</p>	<p style="text-align: right;">Page 59</p> <p>1 Q So there's a - there's a line for Association</p> <p>2 President, which is you. Is that correct?</p> <p>3 A Yes. Yes.</p> <p>4 Q And it looks like 443 hours were used for ABL,</p> <p>5 in the fourth quarter of 2017.</p> <p>6 Does the 443 capture the hours of ABL that</p> <p>7 you used, in the fourth quarter of 2017?</p> <p>8 A If this number is accurate, it would. Yes.</p> <p>9 Q Is this the number that is reported to the City</p> <p>10 on the time sheets that you mentioned earlier?</p> <p>11 A It should be.</p> <p>12 The time sheets for - are you talking about</p> <p>13 just the Association President line?</p> <p>14 Q Um hum.</p> <p>15 A It should be - this should be - this number</p> <p>16 should come from the time sheets. Yes.</p> <p>17 Q Do you provide any other accounting as to how</p> <p>18 your hours are used, specifically in the fourth quarter of</p> <p>19 2017?</p> <p>20 A For the Association President, we only do that</p> <p>21 through the time sheet.</p> <p>22 Q So --</p> <p>23 A Yes.</p> <p>24 Q -- you only report your hours, but not how the</p> <p>25 hours are used?</p>
<p style="text-align: right;">Page 58</p> <p>1 that?</p> <p>2 A Yes, I do.</p> <p>3 Q And it indicates that for the fourth quarter in</p> <p>4 2017, 443 hours of ABL was used? Is that what - is the</p> <p>5 443 a - a reflection of the number of ABL hours that were</p> <p>6 used?</p> <p>7 A It - it appears to be. Yes.</p> <p>8 Q And are these the only manner in which the hours</p> <p>9 are reported to the City, when you're using ABL as the</p> <p>10 Association President?</p> <p>11 A Okay. Oh. The first page, 2012, Page 19, is</p> <p>12 actually 2017. I'm --</p> <p>13 Q Um hum.</p> <p>14 A -- sorry. It a little - threw through me for a</p> <p>15 loop for just a --</p> <p>16 Q Yeah.</p> <p>17 A -- second.</p> <p>18 Q No. Yeah. Sorry.</p> <p>19 It goes all the way from 2012 through --</p> <p>20 A Oh. Oh, okay.</p> <p>21 Q -- the --</p> <p>22 A I didn't --</p> <p>23 Q -- current.</p> <p>24 A -- notice that.</p> <p>25 I'm sorry. What was your question?</p>	<p style="text-align: right;">Page 60</p> <p>1 A That's correct.</p> <p>2 Q And is that true throughout this report, when</p> <p>3 hours reflect Association President?</p> <p>4 A It is.</p> <p>5 Now as - as I have testified on,</p> <p>6 previously, there are ways to reproduce some of that.</p> <p>7 There are meeting minutes, and notices that the Department</p> <p>8 sends off for different meetings. So you could</p> <p>9 reconstruct some of those hours.</p> <p>10 But if you're asking do I, for the purpose</p> <p>11 of letting the City know, for this report, what I'm doing</p> <p>12 any particular day, the answer is no. It's only through</p> <p>13 the time sheet.</p> <p>14 Q Okay. If you would look at - let's see. Let's</p> <p>15 get a good example here that's got more data.</p> <p>16 If you could just stay on that same page,</p> <p>17 it also looks, under the same block, Hours by Reason, that</p> <p>18 there's specific categories of activities that are</p> <p>19 outlined.</p> <p>20 A Yes.</p> <p>21 Q And then they have units beside those</p> <p>22 activities.</p> <p>23 Are those units, beside those activities,</p> <p>24 do they represent hours of Other Authorized Association</p> <p>25 Representatives using ABL?</p>

<p style="text-align: right;">Page 61</p> <p>1 A Yes.</p> <p>2 Q And is the - is the number of hours the specific</p> <p>3 activity that the Authorized Association Representative</p> <p>4 was performing, while using ABL?</p> <p>5 MS. NOBILE: Objection to the form.</p> <p>6 You can answer.</p> <p>7 A (The Witness) When they fill out the ABL</p> <p>8 request form, there are some choices, and if they're doing</p> <p>9 it - using it for that purpose, they would select that</p> <p>10 choice.</p> <p>11 As you can see, Other Association Business</p> <p>12 Leave is another choice, and they can choose. That does</p> <p>13 not describe, in any great detail, of what they will be</p> <p>14 doing.</p> <p>15 Q (Mr. Riches) But what does the Other</p> <p>16 Association Business category reflect?</p> <p>17 A For the most part, without going through the</p> <p>18 forms and - and giving you a more accurate portrayal, I</p> <p>19 know the business of the Association pretty good.</p> <p>20 Mostly - mostly that's going to be VPs</p> <p>21 going to station visits. Basically - and which takes it -</p> <p>22 a good deal of our time is going out and - and educating</p> <p>23 our members, and then soliciting feedback from our members</p> <p>24 on - on what they would like us to advocate for. So a</p> <p>25 great deal of time is spent doing that.</p>	<p style="text-align: right;">Page 63</p> <p>1 not underneath there, I could see it going under - under</p> <p>2 Other Activities.</p> <p>3 There are things like the Honor Guard. I</p> <p>4 guess it's not really a charity, but the Honor Guard is</p> <p>5 a - it's very common for Fire Departments to have an Honor</p> <p>6 Guard to - to show respect to families during funerals,</p> <p>7 and other sort of things, to be part of ceremonies, and</p> <p>8 our Department is very frugal, the way they do that. So</p> <p>9 they don't - they will buy the uniforms, and they provide</p> <p>10 some time off to them, but we provide - we provide time</p> <p>11 off to them, also, and we also provide money to them.</p> <p>12 So if - if there was a fire fatality in</p> <p>13 Houston, the City wouldn't pay for them to travel to</p> <p>14 Houston, and, in that particular case, we would - we - we</p> <p>15 have actually a - a - a budget of \$5,000 a year that we</p> <p>16 can roll over whatever they don't use, so they can - they</p> <p>17 can fund that sort of travel.</p> <p>18 So it is a - it is something that I - I</p> <p>19 believe that the City, the Department, and the Association</p> <p>20 strongly support, that the Association would fund through</p> <p>21 its - its dues money, and would also - many times, I</p> <p>22 believe - also fund through the use of ABL.</p> <p>23 I don't think exclusively. I think</p> <p>24 sometimes the City does give what they call admin leave</p> <p>25 for that, but other times I know that ABL has been used.</p>
<p style="text-align: right;">Page 62</p> <p>1 That's the biggest thing that comes to</p> <p>2 mind.</p> <p>3 Of course, there's some charity - there's</p> <p>4 some charities that we do that are kind of in the</p> <p>5 interests of the public, and the Fire Department, and the</p> <p>6 Association that we do. I think - I think some of those</p> <p>7 hours could - could be attributed to that.</p> <p>8 There is - make sure that's not on there.</p> <p>9 There's conferences. Oh, yes. It says</p> <p>10 Union conference. Excuse me. Conference meeting.</p> <p>11 It's probably mostly outreach to the</p> <p>12 members, going out and - and visiting with them. (Witness</p> <p>13 nodded head up and down.)</p> <p>14 I'm sure there's some other uses, but I'm</p> <p>15 kind of going blank right now.</p> <p>16 Q No problem.</p> <p>17 So as we sit here today, the uses of Other</p> <p>18 Association Business that you can recollect are</p> <p>19 outreach to members, and certain charitable activities?</p> <p>20 A Yes.</p> <p>21 Q Are there any others, that you can recall?</p> <p>22 A I'm not doing a very good job of recollecting it</p> <p>23 right now.</p> <p>24 So I - I don't - I think conferences are</p> <p>25 probably under Meeting Conferences, but if conferences are</p>	<p style="text-align: right;">Page 64</p> <p>1 So things - things along in - with - in</p> <p>2 those - along those nature.</p> <p>3 Q Who determines what Other Association Business</p> <p>4 is going to be for the Other Authorized Representatives</p> <p>5 using ABL?</p> <p>6 A It's very similar to the process we talked about</p> <p>7 earlier, where if it's a recurring sort of thing, that</p> <p>8 they would ask, and they would put in for, and it would be</p> <p>9 approved. And if it was a new sort of program, then the</p> <p>10 Board would confer and decide whether it's a program the</p> <p>11 Association would support, and if it does, then we would -</p> <p>12 we would approve the leave.</p> <p>13 And then, of course, the City ultimately</p> <p>14 has ultimate approval, based on the criteria of the</p> <p>15 contract and past practices, whether they approve it,</p> <p>16 also.</p> <p>17 Q So if I understand it, correctly, then the - the</p> <p>18 AFA, either through you, as the AFA President, or the</p> <p>19 Executive Board, will, in the first instance, approve a</p> <p>20 particular activity as Other Association Business?</p> <p>21 A Yes.</p> <p>22 Q And then the City will review that as a</p> <p>23 secondary approval?</p> <p>24 A Right.</p> <p>25 Q Okay.</p>

<p style="text-align: right;">Page 65</p> <p>1 A I - I think - I would imagine most of the</p> <p>2 denials you see - which are few, from the City, but there</p> <p>3 are a few denials - would probably fall in that category.</p> <p>4 Q Most of the denials would fall in to what</p> <p>5 category?</p> <p>6 A Other Business Leave --</p> <p>7 Q Okay.</p> <p>8 A -- as opposed to one of the categories that's</p> <p>9 listed in the contract.</p> <p>10 Q Who determines where - well, actually, who</p> <p>11 supervises the activities of Other Authorized Association</p> <p>12 Representatives, when they're performing ABL?</p> <p>13 A We - we try to, to the extent we can.</p> <p>14 Many times - I'm at a lot of the meetings</p> <p>15 where ABL is used.</p> <p>16 I also have a practice of assigning</p> <p>17 somebody from my Board to either chair or be a member of</p> <p>18 other committees that I am not a part of, so we'll have</p> <p>19 some sort of tie-back to the E Board.</p> <p>20 We talk about - we have our own Code of</p> <p>21 Conduct, in a sense, that talk about people. We want to</p> <p>22 be responsible when we use it.</p> <p>23 I'll give you an example. You know, for</p> <p>24 instance, if we come back from a conference late at night,</p> <p>25 let's say, and let's say we get back at 8:00 p.m. Well,</p>	<p style="text-align: right;">Page 67</p> <p>1 statement, many times I will be at these functions.</p> <p>2 So when you say report to, I'm not exactly</p> <p>3 sure what you mean by that, but they would - if we had a</p> <p>4 meeting, or we had an event, and they were on ABL, I would</p> <p>5 be there, they would be there, so I would be able to</p> <p>6 verify that they're there, and verifying that they're</p> <p>7 doing the activities they're supposed to be doing to</p> <p>8 support the Association, and its business.</p> <p>9 If I'm not there, a lot of times I have the</p> <p>10 practice of assigning one of my VPs, from the Executive</p> <p>11 Board, to the function or - or committee that they're on,</p> <p>12 so we have another tie-back to - to their conduct, when</p> <p>13 they're on ABL.</p> <p>14 If we're not there - like ATX Combat -</p> <p>15 Combat Challenge, they understand the premises that we -</p> <p>16 that we give it under, and they're there to represent us,</p> <p>17 and to perform the activity, and represent the - the</p> <p>18 Department and the Association, and - and bring credit to</p> <p>19 it.</p> <p>20 If I hear otherwise, then we'll - well,</p> <p>21 then we'll question whether ABL should be used in the</p> <p>22 future.</p> <p>23 But - so I - we - I think we monitor it</p> <p>24 carefully, to the extent we can, depending on the nature</p> <p>25 of it.</p>
<p style="text-align: right;">Page 66</p> <p>1 we don't - I won't have somebody report to the station,</p> <p>2 because they're really tired. They probably wouldn't be</p> <p>3 of much value on the unit. It could be a - a safety</p> <p>4 issue. But the - by the next morning, they would get off</p> <p>5 at noon. Right? So why couldn't they come in in the</p> <p>6 morning and work?</p> <p>7 So what I'd normally do, then, is say,</p> <p>8 "Okay. If you're not going to go in in the morning, then</p> <p>9 you need to go and do station business in the morning."</p> <p>10 So we want to make sure that if we provide</p> <p>11 ABL leave, that they're actually using it to do the</p> <p>12 functions of the Association, and not just have free leave</p> <p>13 off to do whatever they want.</p> <p>14 Q So --</p> <p>15 A So --</p> <p>16 Q -- if I understood you correctly, then the AFA</p> <p>17 will supervise the performance of ABL, when Other</p> <p>18 Authorized Representatives are performing ABL?</p> <p>19 A To the extent we can. Yes.</p> <p>20 We either do it through - through being</p> <p>21 there, firsthand, or we do it through how we communicate</p> <p>22 the leave should be used.</p> <p>23 Q Who do Other Authorized Representatives report</p> <p>24 to, when they're using ABL?</p> <p>25 A Well, just - I mean, like I said in my last</p>	<p style="text-align: right;">Page 68</p> <p>1 Q And when you say "we," you mean the AFA.</p> <p>2 A Yes.</p> <p>3 Q Do you direct the activities of the Authorized</p> <p>4 Representatives while they're using ABL? And when I say</p> <p>5 you, I mean the AFA?</p> <p>6 A Yeah.</p> <p>7 And - and just to back up to my last</p> <p>8 question, I would add this other piece to it.</p> <p>9 I mean, we direct those activities. We try</p> <p>10 to monitor those activities. But they are also employees</p> <p>11 of the City of Austin, so they are under the Code of</p> <p>12 Conduct, they're under all the regular policies that we</p> <p>13 have - which are pretty stringent.</p> <p>14 The Austin Fire Department has a part of</p> <p>15 the Code of Conduct that says, "Not only will you not</p> <p>16 bring discredit, but you'll bring credit to the</p> <p>17 organization in what you do."</p> <p>18 And so - and so they are subject to that,</p> <p>19 and if they were to violate any of those policies, they</p> <p>20 could be subject to discipline, even when they're on ABL.</p> <p>21 I just want to be clear on that.</p> <p>22 Q I understand.</p> <p>23 A And I - and I'm sorry. I don't - I don't</p> <p>24 remember the question - last question you asked me.</p> <p>25 Q You answered it. Thank you.</p>

<p style="text-align: right;">Page 69</p> <p>1 A Okay.</p> <p>2 Q Is there any other reporting that's provided to</p> <p>3 the City about how Other Association Business ABL hours</p> <p>4 are used, apart from what's reflected in the time sheets</p> <p>5 that's submitted to the City?</p> <p>6 A Oh. Other than what's reflected in the time</p> <p>7 sheets?</p> <p>8 Q Or the request sheets.</p> <p>9 A The request sheet.</p> <p>10 That's it. And I think if you - if you</p> <p>11 peruse the request sheets, you'll see that newer programs,</p> <p>12 sometimes people put a little more information in there,</p> <p>13 and then programs that are - been in existence for awhile,</p> <p>14 people are more apt to just put Other Leave, and - and -</p> <p>15 and get the time off. They - they put in less detail.</p> <p>16 But yeah. That is the only place that I</p> <p>17 know of that you would have detail of what's happening</p> <p>18 during that event - during that particular authorized</p> <p>19 leave.</p> <p>20 Q Okay. You indicated earlier that if a member</p> <p>21 wants to use ABL, they first must get approval from you,</p> <p>22 as the AFA President, and then the City second reviews it.</p> <p>23 Do you know, after you have provided</p> <p>24 approval for ABL use, what percentage of requests are</p> <p>25 ultimately approved by the City?</p>	<p style="text-align: right;">Page 71</p> <p>1 Q This was provided by the City of Austin as what</p> <p>2 you had indicated, which is information that's pulled from</p> <p>3 ABL request forms, and then they were put in to this</p> <p>4 spreadsheet?</p> <p>5 A Yes. That's what it looks like.</p> <p>6 Q Does that generally look accurate to you?</p> <p>7 A I don't know if it's accurate, or not, but it</p> <p>8 does look like information that would come off of ABL</p> <p>9 request forms.</p> <p>10 Q Okay. I want to ask you about a few of the</p> <p>11 specific entries, and see if you remember what they were</p> <p>12 for.</p> <p>13 A Okay.</p> <p>14 Q If you wouldn't mind turning to 867e, or Echo?</p> <p>15 A E? Okay. Thank you. Okay.</p> <p>16 Q There's an entry from February 3rd of 2018,</p> <p>17 and it's highlighted, in the version you have there. It</p> <p>18 was made by Thomas Madison, and it's for a monthly PAC</p> <p>19 Board meeting?</p> <p>20 A Yes. I see that.</p> <p>21 Q Do you know what that request is for?</p> <p>22 A To attend a PAC Board meeting.</p> <p>23 Q What is a PAC Board meeting?</p> <p>24 A It's a Political Action Committee meeting.</p> <p>25 Q And what happens at those meetings?</p>
<p style="text-align: right;">Page 70</p> <p>1 A It's a high --</p> <p>2 MS. NOBILE: Objection --</p> <p>3 A (The Witness) -- percentage.</p> <p>4 MS. NOBILE: -- to the form.</p> <p>5 You can answer.</p> <p>6 A (The Witness) A high percentage are - are - I</p> <p>7 don't know a percentage, but it is a high percentage that</p> <p>8 get approved.</p> <p>9 Q (Mr. Riches) Okay. All right. I would like to</p> <p>10 turn your attention to what is marked Exhibit 5.</p> <p>11 A Okay. Well, this writing is getting even</p> <p>12 smaller.</p> <p>13 Q I'm sorry. I'll try to do my best to explain</p> <p>14 it.</p> <p>15 I want to direct your attention to - well,</p> <p>16 first, do you recognize what this - what this document is?</p> <p>17 A I recognize the information in the document.</p> <p>18 Q It - what - what do you recognize about the</p> <p>19 information in the document?</p> <p>20 A It's a - it looks like information that comes</p> <p>21 off of a ABL request form, if I'm not mistaken.</p> <p>22 Let me make sure. Let me look at this</p> <p>23 again. Maybe these items here.</p> <p>24 I'm not sure what these item numbers are,</p> <p>25 56 through 69. I'm not sure what that is.</p>	<p style="text-align: right;">Page 72</p> <p>1 A At a Political Action Committee meeting, we</p> <p>2 discuss issues, and - and sometimes candidates, and see</p> <p>3 what the Board is going to recommend that action should be</p> <p>4 taken on - either political issues, referendums, or</p> <p>5 candidates. (Witness nodded head up and down.)</p> <p>6 Q So that's a meeting of the AFA to determine what</p> <p>7 political candidates or issues the AFA is going to</p> <p>8 support, in a given time frame, or oppose?</p> <p>9 MS. NOBILE: Objection to the --</p> <p>10 A (The Witness) It --</p> <p>11 MS. NOBILE: -- form.</p> <p>12 You can answer.</p> <p>13 MR. BIRRING: The same objection.</p> <p>14 A (The Witness) That could be an outcome of the</p> <p>15 meeting.</p> <p>16 I mean, generally I would say we're just</p> <p>17 discussing issues about candidates, or issues of public</p> <p>18 concern.</p> <p>19 Sometimes we're making decisions, but a lot</p> <p>20 of the meeting is just spent in discussion. (Witness</p> <p>21 nodded head up and down.)</p> <p>22 Q (Mr. Riches) Okay. If you wouldn't mind</p> <p>23 turning to the next page, which is 867f?</p> <p>24 There's an entry from December 2nd, 2017,</p> <p>25 also from Thomas Madison?</p>

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<p>1 A Um hum. I see that.</p> <p>2 Q It identifies a PAC meeting.</p> <p>3 I mean, is that - is that for the same type</p> <p>4 of meeting that you just described, the Political Action</p> <p>5 Committee of the AFA?</p> <p>6 A It is.</p> <p>7 Q If you wouldn't mind flipping to the very next</p> <p>8 page, which is 867g?</p> <p>9 It looks like there's another entry from</p> <p>10 October 6th, 2017 at the bottom for a PAC Board meeting.</p> <p>11 Is that also for the same Political --</p> <p>12 A For --</p> <p>13 Q -- Action --</p> <p>14 A -- October - October 6th, did you say?</p> <p>15 Q That's correct.</p> <p>16 A Oh, yeah. I see it.</p> <p>17 Q The last --</p> <p>18 A Yes.</p> <p>19 Q -- one.</p> <p>20 A Yes. That's at - it looks like that would also</p> <p>21 be for a PAC meeting. Yes.</p> <p>22 Q There's several other entries, throughout this</p> <p>23 document, that reference PAC Board meeting.</p> <p>24 If it references a PAC Board meeting, and a</p> <p>25 Local 975 meeting, would that refer to the same meeting</p>	<p>1 So our general PAC, you have to give at</p> <p>2 least two fifty - two dollars and fifty cents a pay</p> <p>3 period, so five dollars a month, and you become a member</p> <p>4 of the general PAC.</p> <p>5 So every four years, the members of the</p> <p>6 general PAC would vote for who their - who their Board</p> <p>7 would be, and the Chair is appointed by the President.</p> <p>8 Q And at the PAC meetings, this is where the</p> <p>9 members meet to discuss the positions that they're going</p> <p>10 to take on certain issues or political candidates.</p> <p>11 A That's correct.</p> <p>12 And because it's a committee, a lot of</p> <p>13 times those are recommendations that would go to the E</p> <p>14 Board.</p> <p>15 Q And --</p> <p>16 A So - so there's not a - an - an independent,</p> <p>17 necessarily, action of the PAC at E Board. There</p> <p>18 is - there - we do coordinate, to make sure that they're</p> <p>19 not saying one thing, and the - and the - and the E Board</p> <p>20 has a different position.</p> <p>21 So there is a little bit of coordination</p> <p>22 there, too.</p> <p>23 Q In the context of political candidates, then,</p> <p>24 does the PAC membership, or the does the E Board</p> <p>25 determine, for example, whether to support or oppose a</p>
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<p>1 that you described? A meeting of the Political Action</p> <p>2 Committee of the AFA?</p> <p>3 A Yeah.</p> <p>4 But let me - let me describe a little</p> <p>5 further, if I could. And I want to make sure, you know,</p> <p>6 we're clear.</p> <p>7 We're not lobbying, in the meeting. We're</p> <p>8 not going out and meeting candidates. We're not going out</p> <p>9 and advocating for issues. It's at the AFA Hall, with the</p> <p>10 members of the PAC, discussing items of public concern,</p> <p>11 and some of those items could be referendums, policies, or</p> <p>12 candidates.</p> <p>13 I just want to make sure we're - we're</p> <p>14 clear on that piece.</p> <p>15 Q Who are members of the PAC?</p> <p>16 A Members of the PAC are elected about every four</p> <p>17 years, so they are - they are members that are</p> <p>18 contributors to the PAC.</p> <p>19 So we have - we have two PACs. One is a</p> <p>20 pension protection PAC where you don't have to be a member</p> <p>21 to give to it. Anybody can give to it. Even - even</p> <p>22 nonmembers can give to it, and some nonAFA members do give</p> <p>23 to it.</p> <p>24 Our general PAC is - is - becomes our</p> <p>25 voting body for the PAC Board members.</p>	<p>1 particular political candidate?</p> <p>2 A The PAC Board makes recommendations and</p> <p>3 allocates monies, and then the E Board would ratify that</p> <p>4 decision.</p> <p>5 So the E Board doesn't - doesn't distribute</p> <p>6 monies, but it - it could say that - the PAC could say,</p> <p>7 "Candidate X we support," and the E Board could say, "We</p> <p>8 don't think you should support Candidate X." And then</p> <p>9 nothing happens.</p> <p>10 But if there's a consensus between the two</p> <p>11 Boards, then - then the PAC recommendation is - is - goes</p> <p>12 forward.</p> <p>13 Q Okay.</p> <p>14 A If that - I hope that makes sense.</p> <p>15 Q That makes sense.</p> <p>16 We're going to turn back to Exhibit 5, but</p> <p>17 I'd like you to look at Exhibit 1 --</p> <p>18 A Exhibit 3?</p> <p>19 Q -- which is --</p> <p>20 A Oh.</p> <p>21 Q -- just the --</p> <p>22 A Exhibit 1?</p> <p>23 Q -- CBA.</p> <p>24 A Yeah. Okay.</p> <p>25 Back on ABL? Is that correct?</p>

<p style="text-align: right;">Page 77</p> <p>1 Q That's correct.</p> <p>2 A Okay.</p> <p>3 Q There's a limitation that's specified in Section</p> <p>4 1B2, and it's a few sentences in there.</p> <p>5 It says, "Association Business Leave shall</p> <p>6 not be utilized for legislative and/or political</p> <p>7 activities that are sponsored or supported by the</p> <p>8 Association's Political Action Committee."</p> <p>9 What does that mean?</p> <p>10 A "Association Business Leave shall not be</p> <p>11 utilized for legislative and political activities that are</p> <p>12 not (sic.) sponsored or supported by the Association's</p> <p>13 Political Action Committee."</p> <p>14 What I take that to mean is events,</p> <p>15 candidates, lobbying. You know, going out and - going out</p> <p>16 to a public place, or somebody's office, and advocating</p> <p>17 for a position or - or a candidate.</p> <p>18 Q So the limitation that would apply, under your</p> <p>19 interpretation, is that ABL could not be used by other</p> <p>20 Association representatives for direct lobbying</p> <p>21 activities, which are supporting or opposing --</p> <p>22 A Each --</p> <p>23 Q -- legislation?</p> <p>24 A Members other --</p> <p>25 MS. NOBILE: Objection to --</p>	<p style="text-align: right;">Page 79</p> <p>1 for public office with financial assistance?</p> <p>2 MR. BIRRING: Objection.</p> <p>3 MS. NOBILE: Objection --</p> <p>4 MR. BIRRING: Form.</p> <p>5 MS. NOBILE: -- to the form.</p> <p>6 A (The Witness) Would you say it one more time?</p> <p>7 I'm sorry.</p> <p>8 Q (Mr. Riches) Why don't actually you just tell</p> <p>9 me what you think the specific limitations are, with</p> <p>10 respect to Article 10 and the prohibition?</p> <p>11 A Okay. I believe that our - our interpretation</p> <p>12 is that we can meet, in the meeting, and we could use ABL</p> <p>13 to do that, and we could discuss positions, and we could</p> <p>14 even make decisions what we might do about some of those</p> <p>15 positions, but we don't act on those positions in that</p> <p>16 meeting.</p> <p>17 We - we would do that outside of the</p> <p>18 meeting.</p> <p>19 So if we were to tell a candidate that we</p> <p>20 were endorsing them, or we were to provide a check, or we</p> <p>21 were to provide other assistance, coordinated or</p> <p>22 uncoordinated, we wouldn't do that on ABL.</p> <p>23 Q Okay. So if I could identify some of the</p> <p>24 specific activities that you kind of do on ABL, so you</p> <p>25 kind of directly support or oppose a legislative proposal?</p>
<p style="text-align: right;">Page 78</p> <p>1 A (The Witness) -- than --</p> <p>2 MS. NOBILE: -- the form.</p> <p>3 A (The Witness) -- the - I'm sorry.</p> <p>4 MS. NOBILE: Go ahead.</p> <p>5 A (The Witness) Members other than the President?</p> <p>6 Yes. That would be my interpretation.</p> <p>7 Q (Mr. Riches) And does that also apply to</p> <p>8 political activities, such as supporting or opposing</p> <p>9 candidates?</p> <p>10 MS. NOBILE: Objection to the form.</p> <p>11 You can answer.</p> <p>12 MR. BIRRING: The same objection.</p> <p>13 A (The Witness) We don't look at - we don't view</p> <p>14 what happens in a PAC meeting as a political activity, in</p> <p>15 the sense of what we're talking about within the CBA.</p> <p>16 We look at that as discussing issues,</p> <p>17 deciding what positions to take.</p> <p>18 There are decisions that are made, but</p> <p>19 there's no direct lobbying that goes on.</p> <p>20 So if a contribution was approved, it</p> <p>21 wouldn't be delivered in that PAC meeting. It would be</p> <p>22 delivered on nonABL by a member later on.</p> <p>23 Q (Mr. Riches) So your view of the limitation, in</p> <p>24 Article 10, is that that only applies to - to activities</p> <p>25 where you're directly supporting or opposing candidates</p>	<p style="text-align: right;">Page 80</p> <p>1 Is that correct?</p> <p>2 A On - you're saying on ABL?</p> <p>3 Q Right.</p> <p>4 A We wouldn't communicate our decisions, unless we</p> <p>5 were not on ABL.</p> <p>6 So we may discuss it in the meeting - at</p> <p>7 the PAC meeting, but we wouldn't call the person up.</p> <p>8 We wouldn't, on ABL, go to their office and deliver a</p> <p>9 check, or - or go to another - a coffee shop and - and -</p> <p>10 and talk about, you know, "what we'd like to see in you as</p> <p>11 a candidate," or what - or see if we can reach common -</p> <p>12 common ground on issues. That would be on - on nonABL</p> <p>13 time.</p> <p>14 Q Would you, on ABL time, for example, go</p> <p>15 door-to-door and express your support or opposition to</p> <p>16 political --</p> <p>17 A Absolutely --</p> <p>18 Q -- candidates?</p> <p>19 A -- not. Yeah. Absolutely not.</p> <p>20 Q Would you, on ABL, prepare endorsements, or</p> <p>21 letters of endorsement or opposition that the AFA would</p> <p>22 then approve?</p> <p>23 A I may do that, you know. I might - I might</p> <p>24 prepare a letter like that when I am on ABL, you could</p> <p>25 say.</p>

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<p>1 Of course you could also say that because</p> <p>2 I'm working so many extra hours a week, that it - you</p> <p>3 could look at it a little differently.</p> <p>4 But a member from my - I can't think of any</p> <p>5 time where a member from my PAC created a meeting -</p> <p>6 created a - a - a notification or a letter at a meeting.</p> <p>7 Q Okay. All right. Turning back to Exhibit 5.</p> <p>8 A Exhibit 5?</p> <p>9 Q Yeah. Which is the report here.</p> <p>10 A Okay.</p> <p>11 Q Would you mind looking at the first page, which</p> <p>12 is 867a?</p> <p>13 A Okay.</p> <p>14 Q There's three separate entries, all from</p> <p>15 July 1st, 2018, that reference an ATX Combat Challenge</p> <p>16 Team?</p> <p>17 A Yes.</p> <p>18 Q Do you know what those are for?</p> <p>19 A Let me read through it real quick.</p> <p>20 You're talking about the first two</p> <p>21 highlighted items?</p> <p>22 Q There's three highlighted items.</p> <p>23 A Okay.</p> <p>24 Q Yeah.</p> <p>25 A Oh, yeah. There sure are. I'm sorry.</p>	<p>1 to attend," that's something that my Board has - has - has</p> <p>2 conferred on. We - we support. We actually have a</p> <p>3 payroll deduction item on our dues checkoff for that</p> <p>4 particular 501(c)(3) they created, and - and so - but then</p> <p>5 we would - we authorized the leave.</p> <p>6 And this is our fairly new thing we've been</p> <p>7 doing. I think we've been doing it for about two years,</p> <p>8 now. I - I - I don't know, for sure. It might have been</p> <p>9 a little longer than that, but we support - we supported</p> <p>10 them with ABL leave, and a year or two ago we put them on</p> <p>11 our deduction forms. So we support them through that.</p> <p>12 And then this year, I have a proposal, in</p> <p>13 the next budget, to allocate a thousand dollars a year to</p> <p>14 help them with their travel expenses some.</p> <p>15 So similar to what we did with the Honor</p> <p>16 Guard. We have a \$5,000 budget. We're trying to increase</p> <p>17 a budget to them so they - they can be supported, in some</p> <p>18 way.</p> <p>19 Q When you say ABL - when you say the City has put</p> <p>20 in place caps on the amount of vacation leave that can be</p> <p>21 taken by fire fighters, why does the City do that?</p> <p>22 MS. NOBILE: Object to --</p> <p>23 A (The Witness) What --</p> <p>24 MS. NOBILE: -- the form.</p> <p>25 MR. BIRRING: The same --</p>
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<p>1 Yeah. These are - these three individuals</p> <p>2 are members of the ATX Combat Challenge Team.</p> <p>3 We - they have came to us and asked if we</p> <p>4 could support their - their activity as a - as an</p> <p>5 Association function, which we agreed to do, and many</p> <p>6 Departments across the nation provide full funding, and</p> <p>7 support, and time off through the Department leave and</p> <p>8 monies for that sort of functions, and the Austin Fire</p> <p>9 Department and the City of Austin - the City of Austin</p> <p>10 does not.</p> <p>11 And so for them to compete, they need to</p> <p>12 have another way to do it, and so they - they spend most</p> <p>13 of their time preparing on their own time, but when an</p> <p>14 event occurs, you have to figure out a way to be off for</p> <p>15 that event.</p> <p>16 And the way it works, with the City of</p> <p>17 Austin, is we try to - this is probably going way in more</p> <p>18 detail than you want - but there's so many vacation slots</p> <p>19 for a battalion, and so even if you wanted to use your own</p> <p>20 time, but those vacation slots are filled, you can't. So</p> <p>21 ABL kind of trumps that and - and - and kind of goes over</p> <p>22 that rule.</p> <p>23 So if they come to me and say, "Hey. For</p> <p>24 Colorado Springs" - or whatever. Colorado, whatever the</p> <p>25 City is - "we have this event on Day X, and we would like</p>	<p>1 MS. NOBILE: You can --</p> <p>2 MR. BIRRING: -- objection.</p> <p>3 MS. NOBILE: -- answer.</p> <p>4 A (The Witness) What the City tries to do is they</p> <p>5 try to even out the use, throughout the year, so they can</p> <p>6 normalize their expenses.</p> <p>7 So if you had everybody taking off vacation</p> <p>8 on one shift, you couldn't even staff the City, you know,</p> <p>9 because everybody would be off that one shift.</p> <p>10 So - and - and a little bit less extreme</p> <p>11 example, if a hundred people wanted to take off one shift,</p> <p>12 then you would have - then it would - it would trigger a -</p> <p>13 a higher use of overtime to try to cover the positions.</p> <p>14 So what the City tries to do, to the extent</p> <p>15 it can, is we have a - picks at the beginning of the year</p> <p>16 on our vacation leave --</p> <p>17 (The Reporter asked for a repeat of the</p> <p>18 last part of the answer.)</p> <p>19 A (The Witness) We have picks, at the beginning</p> <p>20 of the year, on our vacation leave, where, based on</p> <p>21 seniority, you start - you start capturing these different</p> <p>22 slots you want throughout the year. And once a certain</p> <p>23 slot for a day fills up, well, then, nobody else can - can</p> <p>24 put anything in that slot.</p> <p>25 And then you have - they might take a less</p>

<p style="text-align: right;">Page 85</p> <p>1 desirable slot, or your second choice, or whatever.</p> <p>2 It's a mechanism to make sure staffing is -</p> <p>3 can be done efficiently, but it's also a mechanism to make</p> <p>4 sure overtime is only paid, when necessary.</p> <p>5 Q (Mr. Riches) Is it, to your understanding,</p> <p>6 then, necessary, or is the City required to pay overtime</p> <p>7 if a - a particular - a particular unit is not staffed</p> <p>8 fully?</p> <p>9 MS. NOBILE: Objection to form.</p> <p>10 You can answer.</p> <p>11 A (The Witness) For you - people that are</p> <p>12 assigned to staff units, that wouldn't be a - a</p> <p>13 requirement. It would probably be up to the Section</p> <p>14 Supervisor, depending on what was going on that day.</p> <p>15 But for what we call Operations fire</p> <p>16 fighters, there is a constant staffing of four people</p> <p>17 per - per unit, and so if there's enough people off, it</p> <p>18 would - it would trigger a need for overtime for - for -</p> <p>19 for the units that are below that level. And then we have</p> <p>20 an overtime sign-up list that would be utilized to fill</p> <p>21 those position.</p> <p>22 Q (Mr. Riches) Now does overtime - what is the</p> <p>23 cost to the City of overtime? Do they have to pay more</p> <p>24 than they would a regular employee's hourly rate?</p> <p>25 MS. NOBILE: Objection to --</p>	<p style="text-align: right;">Page 87</p> <p>1 information.</p> <p>2 And I think they - you know, I say they're</p> <p>3 a 501(c)(3), and I believe they are, but now that you ask</p> <p>4 that question, I'm not a hundred percent sure. I</p> <p>5 think they would have to be to be on our deduction form,</p> <p>6 but I would have to check on that further.</p> <p>7 But if they were, what they would - what</p> <p>8 they would be doing is they would be - they would - they</p> <p>9 would probably be trying to establish a - a nonprofit</p> <p>10 status for - for public good.</p> <p>11 So I'm - I'm - now that you mention that,</p> <p>12 I'm not exactly sure they are.</p> <p>13 I do know our SPOTA (ph.), our relief and</p> <p>14 outreach fund, and - and some of the other organizations</p> <p>15 we have are 501(c)(3)s. I'm not a hundred percent sure</p> <p>16 they are, now that you mention that.</p> <p>17 Q Do you know what the mission of the ATX Combat</p> <p>18 Challenge Team is?</p> <p>19 A It's to promote - promote goodwill for the Fire</p> <p>20 Department, and, in this case, the Association to compete</p> <p>21 nationally, and to exchange information on fire fighting,</p> <p>22 other activities, with the members of the other teams.</p> <p>23 Q Do you know where the proceeds of contributions</p> <p>24 to the ATX Combat Challenge Team go to?</p> <p>25 A They go - well, they don't have a lot of</p>
<p style="text-align: right;">Page 86</p> <p>1 MR. BIRRING: Objection.</p> <p>2 MS. NOBILE: -- the form.</p> <p>3 MR. BIRRING: Form.</p> <p>4 MS. NOBILE: You can answer.</p> <p>5 A (The Witness) Yeah. It's the cost - it's kind</p> <p>6 of the cost of doing business.</p> <p>7 I mean, you - there's - it's - it's not</p> <p>8 possible to get everybody perfectly fitted in the</p> <p>9 positions to have - have a hundred percent utility, so</p> <p>10 it's somewhat the cost of doing business.</p> <p>11 But to answer your question, more</p> <p>12 specifically, yes.</p> <p>13 When you have to pay overtime, you're</p> <p>14 paying the person's, you know, regular benefits and</p> <p>15 salary, but then you're also paying one and a half times</p> <p>16 the regular rate, as calculated through federal law.</p> <p>17 Q (Mr. Riches) Okay. You indicated - going back</p> <p>18 to Exhibit 5 - that this ATX Combat Challenge was a</p> <p>19 separate 501(c)(3).</p> <p>20 Is it a charitable activity? Do you know</p> <p>21 what their purpose is?</p> <p>22 A Their purpose is to promote, to be able to</p> <p>23 compete, to be able to, you know, promote the goodwill of</p> <p>24 the Department and the Association, and to meet with other</p> <p>25 people, across the nation, and learn, and - and exchange</p>	<p style="text-align: right;">Page 88</p> <p>1 contributions. We - you know, our members do voluntarily</p> <p>2 give to them.</p> <p>3 I believe they probably fund a lot of their</p> <p>4 own activities.</p> <p>5 But they go towards - my understanding -</p> <p>6 and they go towards travel, and hotel, and things like</p> <p>7 that.</p> <p>8 And what we do is - and we do this for E</p> <p>9 Board members, as well as anybody who contribute to like</p> <p>10 the Honor Guard. We always have them bring back receipts.</p> <p>11 So we don't just write a check for a</p> <p>12 thousand dollars and say, you know, "Go on this event."</p> <p>13 We - we always have them bring back receipts, totaling at</p> <p>14 least what we're giving you, or more, so we have some</p> <p>15 accountability.</p> <p>16 Q And then the AFA reimburses the costs of travel,</p> <p>17 and other expenses, for --</p> <p>18 A Up to --</p> <p>19 Q -- members?</p> <p>20 A -- a - up to a budget amount.</p> <p>21 Q Does that come out of the AFA's general fund?</p> <p>22 A I'm sorry?</p> <p>23 Q Does that reimbursement come out of the AFA's</p> <p>24 general funds?</p> <p>25 A It does. It comes out of dues money.</p>

<p style="text-align: right;">Page 89</p> <p>1 Q And then the ABL is the time spent competing in</p> <p>2 the Combat Challenge.</p> <p>3 A Yes.</p> <p>4 And I'm not sure if - I don't know if they</p> <p>5 turn in ABL for every bit of it, or they augment it, to</p> <p>6 some degree.</p> <p>7 What I did for Combat Challenge, if I</p> <p>8 remember - and I think this is the first year I did it - I</p> <p>9 kind of gave them a budget of \$300.</p> <p>10 And so I said, you know, "You've - you've</p> <p>11 got to work within that budget." And I think they were</p> <p>12 pretty close to - to hitting that number this year.</p> <p>13 Q I'd like to turn your attention to a few</p> <p>14 additional entries in this --</p> <p>15 A Okay.</p> <p>16 Q -- Exhibit 5.</p> <p>17 On Page b, 867b, or Bravo, there's an entry</p> <p>18 from June 14th, 2018?</p> <p>19 A June 14th.</p> <p>20 Q It's the second one, highlighted, and it's - the</p> <p>21 purpose of the request says --</p> <p>22 A What --</p> <p>23 Q -- Fishing Tournament?</p> <p>24 A Is it d, did you say?</p> <p>25 Q Oh. B, as in Bravo.</p>	<p style="text-align: right;">Page 91</p> <p>1 And so that's our biggest fundraiser of the</p> <p>2 year.</p> <p>3 And so what we do, is we support - and -</p> <p>4 and - and I do - do know this one, that - that we do not</p> <p>5 give all the time necessary to run the tournament. We do</p> <p>6 augment some time. And they - it's changed a little bit,</p> <p>7 over the years, and I can't remember the exact rule right</p> <p>8 now, but we do - we do contribute some ABL to - to have</p> <p>9 the tournament completed.</p> <p>10 And just - and just to be clear, they're</p> <p>11 not fishing. These folks are not - that we give ABL to</p> <p>12 are not fishing. They're actually running the tournament.</p> <p>13 They're - they're - they're doing activities that conduct</p> <p>14 the fundraiser so other people can go and - and fish, and</p> <p>15 then money can be collected to - to help fund our relief</p> <p>16 and outreach fund.</p> <p>17 Q I understand.</p> <p>18 So the proceeds from the fishing tournament</p> <p>19 go to the AFA's relief and outreach fund?</p> <p>20 A Well, it's actually a separate 501(c)(3). We</p> <p>21 certainly have a strong connection to it.</p> <p>22 Because I'm on the Board, by virtue of my</p> <p>23 position, I appoint four of the nine Board members, but</p> <p>24 it's not actually an entity that's - that's under the</p> <p>25 Austin Fire Fighter Association. But it is strongly -</p>
<p style="text-align: right;">Page 90</p> <p>1 A Oh, okay. Sorry. Okay.</p> <p>2 Q There's an entry from June 14th, 2018, and the</p> <p>3 purpose of the request says Fishing Tournament Setup?</p> <p>4 A Yes.</p> <p>5 Q Do you know what that request is for?</p> <p>6 A Yes.</p> <p>7 It's for our annual fishing tournament.</p> <p>8 It's the biggest fundraiser, or relief and outreach fund.</p> <p>9 Q What does - what does it - what does that mean?</p> <p>10 A It's a - what is an - what is an outreach fund,</p> <p>11 or what is the - what is the tournament?</p> <p>12 Q What is the fishing tournament, and then --</p> <p>13 A Okay. Everything, huh?</p> <p>14 Q Yeah.</p> <p>15 A So the fishing tournament is - we have a member</p> <p>16 who has run this fishing tournament for many years - over</p> <p>17 twenty years - and it's in Port Aransas, and it's a</p> <p>18 two-day event, and it's gotten bigger and bigger every</p> <p>19 year.</p> <p>20 And all the proceeds, all the profits - or</p> <p>21 whatever you want to call that - of the - of the</p> <p>22 tournament go to our relief and outreach fund. And this</p> <p>23 individual writes a check somewhere in the neighborhood of</p> <p>24 between twenty and forty thousand dollars a year to our</p> <p>25 our relief and outreach fund.</p>	<p style="text-align: right;">Page 92</p> <p>1 closely connected.</p> <p>2 Q What are the activities of the relief and</p> <p>3 outreach fund?</p> <p>4 A What's the purpose?</p> <p>5 Q Yeah.</p> <p>6 A Relief and outreach fund was set up right at</p> <p>7 9-11 to collect money for the surviving families of 9-11</p> <p>8 fatality - fire fighter fatalities.</p> <p>9 What we realized - and this was before my</p> <p>10 time, but - so I'm going from history, as it's been told</p> <p>11 me - we didn't have a 501(c)(3). We had collected over a</p> <p>12 hundred thousand dollars, and we didn't really have a</p> <p>13 right way to do it. So they quickly formed a 501(c)(3) so</p> <p>14 they could be legal, and doing everything the right way,</p> <p>15 and have it, you know, a nonprofit.</p> <p>16 And so it actually started, at that point.</p> <p>17 What it turned into from there, through the</p> <p>18 Board - some Board decisions, before I came on, is it</p> <p>19 became a relief and outreach fund for citizens that - so</p> <p>20 particularly around the Austin area that suffer from</p> <p>21 floods or natural disasters, like fires. Fires or natural</p> <p>22 disasters.</p> <p>23 It also supports Austin fire fighters, area</p> <p>24 fight fighters, and even Statewide fire fighters.</p> <p>25 More recently, we added a cancer component</p>

<p style="text-align: right;">Page 93</p> <p>1 to it.</p> <p>2 We have a golf tournament we're doing now</p> <p>3 at Onion Creek. We're raising about the same amount of</p> <p>4 money, around fifteen to thirty thousand dollars a year,</p> <p>5 and that is dedicated just to fire fighter cancer help.</p> <p>6 We had a fire fighter with brain cancer who</p> <p>7 was supposed to die - and that's how we started that</p> <p>8 thing - and - and we - he realized, with our insurance,</p> <p>9 there were certain tests he would like to have, but</p> <p>10 couldn't get through his insurance, so we ran this</p> <p>11 fundraiser for him through the relief and outreach fund.</p> <p>12 Turned into a - another piece for our</p> <p>13 relief and outreach fund, this cancer component.</p> <p>14 (The Reporter asked for a repeat of the</p> <p>15 last part of the Witness' answer.)</p> <p>16 A (The Witness) It - it turned into a - another</p> <p>17 part of the fund that was related exclusively to - to</p> <p>18 funding cancer - cancer medical expenses, primarily.</p> <p>19 And he's cancer free now. And so he was</p> <p>20 able to do extra testing and treatments that he wasn't</p> <p>21 able to do under regular insurance.</p> <p>22 I'm not sure you're aware, but fire</p> <p>23 fighting, it's becoming an emerging fact that we have a</p> <p>24 higher instance of cancer, so this is how we were able -</p> <p>25 able to respond to some of those new studies and facts.</p>	<p style="text-align: right;">Page 95</p> <p>1 at night with his wife, and - and had a really bad</p> <p>2 accident. Somebody - somebody dropped their trailer, and</p> <p>3 when they got over the hill, they hit this trailer, and</p> <p>4 flipped their car, and hurt himself, and hurt his wife,</p> <p>5 and he was off duty for awhile.</p> <p>6 We gave him funds to - and fire fighters</p> <p>7 came by his house and built a ramp, so while, during his</p> <p>8 recovery time, he could get in and out of his house</p> <p>9 easier.</p> <p>10 So it has - has expanded, from its original</p> <p>11 mission, as we have received more funds in - in the fund.</p> <p>12 But it is - but it - it generally is an</p> <p>13 expansion of helping public safety and fire fighters.</p> <p>14 Q You mentioned a golf tournament, as well.</p> <p>15 If you wouldn't mind flipping to COA867h?</p> <p>16 A H. Okay.</p> <p>17 Q Yes.</p> <p>18 There is two entries there, one from</p> <p>19 September 17th, 2017, and one from September 12th,</p> <p>20 2017, that both reference - both reference a golf</p> <p>21 tournament?</p> <p>22 A Yes.</p> <p>23 Q Was that the fundraising golf tournament you</p> <p>24 were referring to?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 94</p> <p>1 I think there's a lot of mutual benefit</p> <p>2 between the Association and the City, in general, and our</p> <p>3 evidence - as evidenced by management acknowledging the</p> <p>4 cancer risk, and also participating in these fundraisers.</p> <p>5 Q (Mr. Riches) And so I understand it correctly,</p> <p>6 then, the relief and outreach fund is a separate entity</p> <p>7 from the AFA. Is that correct?</p> <p>8 A I would say as a legal entity, yes, but because</p> <p>9 the Constitution has me in the Board by virtue of my</p> <p>10 position, that we share a lot of icons and signage, you</p> <p>11 know, where our logo - logo will show up with theirs, and</p> <p>12 the fact that I appoint four of the nine members, that</p> <p>13 there is a strong connection. But if you - if you look it</p> <p>14 up, legally, it is a separate entity. Yes.</p> <p>15 Q And then the purpose of the relief and outreach</p> <p>16 fund, today, is to provide financial relief to citizens or</p> <p>17 fire fighters that have been struck by tragedy or illness?</p> <p>18 Is that correct?</p> <p>19 A Yes. And then - that is correct.</p> <p>20 And then from fire fighters, we - we might</p> <p>21 expand that to - to - to even further.</p> <p>22 For instance, we - because our - our fund</p> <p>23 became better funded than it had in - in previous years,</p> <p>24 we started opening up to other areas, like - for instance,</p> <p>25 there was a fire fighter who was coming over a hill late</p>	<p style="text-align: right;">Page 96</p> <p>1 And again - again, I want to be clear there</p> <p>2 that these two members are both members of my E Board.</p> <p>3 They weren't playing in the golf tournament. They were</p> <p>4 working the golf tournament.</p> <p>5 Q They were working as support for the fundraising</p> <p>6 activities of the golf tournament?</p> <p>7 A That is correct.</p> <p>8 Q Okay. There's a - so for the fishing</p> <p>9 tournament, and the golf tournament, and the - the fire</p> <p>10 fighter combat challenge, would all of those categories of</p> <p>11 ABL fall in to Other Association Business, that's captured</p> <p>12 in the time - timekeeping system in Exhibit 4?</p> <p>13 A I think they would be, and I think they should</p> <p>14 be. Yes.</p> <p>15 Q Okay. One other entry is at 867u, or Uniform?</p> <p>16 A I'm sorry. What's - what page?</p> <p>17 Q U, or Uniform?</p> <p>18 A Oh. U. Okay.</p> <p>19 Q There's four separate entries for</p> <p>20 January 16th, 2016 that reference a Battle of the Badges</p> <p>21 charity event. Do you recognize what those are for?</p> <p>22 A Yes.</p> <p>23 There was a combined charity with the</p> <p>24 Sheriff's office, police, our Fire Department, and other</p> <p>25 local Fire Departments. I don't remember what the - who</p>

<p style="text-align: right;">Page 97</p> <p>1 the benefactor of this was, now.</p> <p>2 But it was a - a charity that - that we</p> <p>3 supported, and the four people listed - I know at least</p> <p>4 three of those were boxers. I believe they all were, but</p> <p>5 I'm not positive. And they were participating in the</p> <p>6 event.</p> <p>7 So it was kind of an event where police</p> <p>8 versus fire in a boxing ring to raise money for charities.</p> <p>9 Q Who won?</p> <p>10 A The Fire Department did, of course.</p> <p>11 Q I see.</p> <p>12 What charities did those events raise money</p> <p>13 for?</p> <p>14 A I don't recall, because it was mostly done by</p> <p>15 the Sheriff's office. They were the ones that were the</p> <p>16 kind of facilitators of it.</p> <p>17 I remember having discussions with our</p> <p>18 Board and deciding to support it, but I don't recall what</p> <p>19 the - what the charity - what the charity was. I don't.</p> <p>20 I'm sorry.</p> <p>21 Q That's okay.</p> <p>22 When the AFA - through its Executive Board,</p> <p>23 or through you, as the President - makes a decision to</p> <p>24 support some of these charitable activities, is that - is</p> <p>25 it only the AFA that is making that decision?</p>	<p style="text-align: right;">Page 99</p> <p>1 there's more discussion.</p> <p>2 But - but it - I don't want it - I don't</p> <p>3 want to give you the impression that when somebody -</p> <p>4 when - when this - when this boxing event first happened,</p> <p>5 that the - the - these four individuals wrote the Board</p> <p>6 and asked for permission. That - that's not what</p> <p>7 happened.</p> <p>8 We talked about the event. We decided it</p> <p>9 was an event we would support, as an organization, and</p> <p>10 then when - then when we got requests in - because I</p> <p>11 have - because now I know it's a supported activity of the</p> <p>12 Board - then I would approve the request.</p> <p>13 So I just want to make - make sure I'm</p> <p>14 being accurate.</p> <p>15 Q I understand.</p> <p>16 Did the City - does the City have any input</p> <p>17 in to the deliberations of the AFA Board, when you're</p> <p>18 deciding whether or not to support a particular charitable</p> <p>19 event?</p> <p>20 MS. NOBILE: Objection to the form.</p> <p>21 You can answer.</p> <p>22 A (The Witness) They don't have any say on what</p> <p>23 we support or don't support, but they do have some say on</p> <p>24 whether ABL is approved or not.</p> <p>25 Q (Mr. Riches) Okay. If you wouldn't mind</p>
<p style="text-align: right;">Page 98</p> <p>1 A Was it the - only the AFA deciding whether the</p> <p>2 AFA should support a charitable activity?</p> <p>3 Q Let me - let me phrase it a different way.</p> <p>4 When you - when you receive a request for</p> <p>5 ABL to engage in a charitable activity, such as some of</p> <p>6 those that we discussed, do you determine whether or not</p> <p>7 to approve that request?</p> <p>8 A I mean, as a matter of practice, that's not how</p> <p>9 it normally happens, where we see a request and we decide</p> <p>10 to support it.</p> <p>11 Q Um hum.</p> <p>12 A What normally happens is we discuss the event,</p> <p>13 decide whether we're going to support it, and then when</p> <p>14 people need to attend, they would ask us for ABL, and then</p> <p>15 we would approve it, if it was appropriate.</p> <p>16 Q And when you say "we discuss the event", who are</p> <p>17 you referring to?</p> <p>18 A The - the AFA Board.</p> <p>19 Q Okay. And so the AFA Board will make a</p> <p>20 determination as to whether or not to support certain</p> <p>21 charitable events?</p> <p>22 A That's correct.</p> <p>23 Q And then the AFA Board will determine that ABL</p> <p>24 will be permitted to be used for that event?</p> <p>25 A Well, just like I said before, on something new,</p>	<p style="text-align: right;">Page 100</p> <p>1 briefly looking back at Exhibit 4?</p> <p>2 A Exhibit 4. Okay.</p> <p>3 Q And if you could turn to COA19?</p> <p>4 A Okay.</p> <p>5 Q You had mentioned, previously, that the Other</p> <p>6 Authorized Association Representatives report their hours,</p> <p>7 based on the category of activity that they're completing,</p> <p>8 and those categories are - are those - are those</p> <p>9 categories identified in the Hours by Reason section?</p> <p>10 A Yes.</p> <p>11 Q For addressing cadet classes, is that a</p> <p>12 recruitment activity for the AFA?</p> <p>13 A It is.</p> <p>14 Q For bargaining, does that refer to collective</p> <p>15 bargaining?</p> <p>16 A Yes.</p> <p>17 Q And is the AFA negotiating with the City, during</p> <p>18 the collective bargaining process?</p> <p>19 A I think that's when that category is almost</p> <p>20 exclusively used.</p> <p>21 I guess it could be used - well, I guess -</p> <p>22 no.</p> <p>23 I guess that's where it would be</p> <p>24 exclusively used. Anything else would probably go</p> <p>25 under - well. Hmmm.</p>

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<p>1 I'm trying to think if we had an 2 arbitration, or we were trying to adjust a grievance 3 on the - on contract, but I - no. 4 I think - I think bargaining would be 5 exclusively for bargaining, and not for adjusting 6 grievances. 7 Q So that would -- 8 A Yeah. I think that would be for bargaining. 9 Q So that would refer to collective bargaining 10 with the City of Austin? 11 A Yes. I believe so. 12 Q And the AFA members utilizing ABL would be 13 negotiating, or otherwise participating on behalf of the 14 AFA, during those negotiations? 15 A Yes. 16 Q For the dispute resolution proceedings, does 17 that refer - what does that refer to? 18 A Huh. Well, I don't know. I've never really 19 thought about this category that much, honestly. 20 I guess it could include - so you have the 21 grievance committee - which isn't actually working on 22 grievances and trying to resolve them. 23 So I guess that category could include 24 items that you're trying to resolve. That could be a 25 grievance, in nature, maybe even an investigation of a</p>	<p>1 contractual, so they would - if a member looked at the 2 contract and thought that something was violated in the 3 contract, then they would usually e-mail us, or they'll 4 call us and we'll ask them to e-mail their - or articulate 5 their complaint in writing. And then the - then that 6 complaint would - would go through - we have a certain 7 amount of timeline, based on the contract, with some steps 8 in the grievance process. 9 So if we have a meeting coming up, we'd 10 probably wait for the meeting, and make some sort of 11 determination. 12 If we didn't have a meeting coming up very 13 soon, we would probably e-mail the issue to all the 14 members of the E Board, and then have a conference call, 15 or some sort of other - you know, sometimes we do a 16 on-line discussion Board, that's protected, to discuss, 17 and then we make some sort of decision on what should - we 18 should do with it. 19 Q And what would the - what would - what would the 20 decision be? What's the options for the range of 21 decisions that could be -- 22 A Oh -- 23 Q -- made in a grievance? 24 A -- the options? 25 So the grievance procedure is in the</p>
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<p>1 policy violation. 2 I - I never really put much thought in that 3 category. I'm sorry. 4 Q That's okay. 5 On grievance committee, do you know what 6 that refers to? 7 A Grievance committee, it refers to a committee 8 that's delineated in our contract to review grievances 9 that were received, to decide whether they have merit. 10 And it's - it's kind of a - a little bit of 11 an outdated term, because we don't have that many 12 grievances that are contractual, in nature. So rather 13 than impaneling a separate group of people to be a 14 grievance committee, I have kind of designated that the E 15 Board will be the grievance committee, because we are a - 16 a lot more knowledgeable, because we go out and advocate 17 with people of what - what the issues are. 18 And so you probably won't see many in 19 that - in that category, because we don't really impanel a 20 grievance committee, other than the E Board is the 21 grievance committee. 22 Q And that grievance committee is - do they 23 receive grievances from AFA members - against whom do they 24 receive the grievance against? 25 A They - they - well, a grievance, a - a - is</p>	<p>1 contract, and what you're supposed to do, is you receive a 2 grievance. I believe within three days, you send it to 3 the Fire Chief - even if you haven't had a chance to 4 determine the validity of it, so she's at least aware that 5 it has occurred. 6 We're supposed to start a process of 7 informal resolution. So trying to reach out and see if we 8 can, you know, agree that something needs to be done to 9 solve this grievance before it comes forward formal - 10 formally. 11 And, quite frankly, a lot of times we're 12 able to do that. 13 At the meeting I talked about earlier, 14 where we met about overtime, a few Mondays ago, we worked 15 out all the issues that could have gone to a grievance, if 16 we didn't work it out informally. 17 If we can't work it out informally, then 18 there's a certain amount of days, under the contract, we 19 have to file a formal grievance. 20 And so now that I have laid the context 21 out, to answer your question, it could be anything from 22 they resolve it informally; we decide it's not a contract 23 violation, at all, so we're not going to do anything with 24 it, and we inform the member why. 25 It could be that we - there's another type</p>

<p style="text-align: right;">Page 105</p> <p>1 of grievance. The City does call that policy grievance.</p> <p>2 We could direct them that route, if it's not a contract</p> <p>3 grievance.</p> <p>4 Or we could actually file a formal</p> <p>5 grievance with the City to start the arbitration process.</p> <p>6 Q If the grievance committee, or the Executive</p> <p>7 Board of the AFA determines that a formal grievance does</p> <p>8 exist and you file a grievance with the City, do you then</p> <p>9 provide representation for the fire fighter who made the</p> <p>10 original grievance with the AFA?</p> <p>11 A If they request it. Yes. (Witness nodded head</p> <p>12 up and down.)</p> <p>13 Q And then in that situation, the AFA would be</p> <p>14 representing that fire fighter through the grievance</p> <p>15 process with the City?</p> <p>16 A Yes.</p> <p>17 Q And then the last category is Union conference</p> <p>18 meetings. What are those?</p> <p>19 A Oh, I mean, what I think that means is meetings</p> <p>20 or conferences.</p> <p>21 So a meeting I would think would be like we</p> <p>22 have our E Board meeting, or general membership meeting,</p> <p>23 where our - where our E Board members need to attend.</p> <p>24 A conference would be - I guess the most</p> <p>25 classic example is we are - we are affiliated with the</p>	<p style="text-align: right;">Page 107</p> <p>1 be some sort of joint committee meeting with management.</p> <p>2 Q Okay. And the conferences refers to IAFF</p> <p>3 conferences?</p> <p>4 A It could be other conferences.</p> <p>5 Like, for instance, I attended - we've had</p> <p>6 a lot of issues with - and I'm trying to understand the</p> <p>7 issues better - on females in the fire service, and the</p> <p>8 culture, and how we can make it more inclusive.</p> <p>9 So I went to an HR committee meeting this</p> <p>10 year, and I formed a H- - a Human Relations committee</p> <p>11 within AFA to try to understand these issues better. We -</p> <p>12 we sent five or six members of that committee, in January.</p> <p>13 And then there's a - but that is an IFF - IAFF event.</p> <p>14 But then there's another event called</p> <p>15 I-Women, which is a - not associated with any national</p> <p>16 group, but they are - they just advocate for female fire</p> <p>17 fighter issues.</p> <p>18 I attended that conference. I attended all</p> <p>19 the work sessions on that, again, trying to - and - and -</p> <p>20 actually, the Department supported the rest of the members</p> <p>21 that went to that, with time off and travel. But - but</p> <p>22 I - I, myself, went on ABL and through dues money for my</p> <p>23 travel, again to try to understand those issues better.</p> <p>24 So it wouldn't be just for IAFF events. It</p> <p>25 could be for any event that's within the general purpose,</p>
<p style="text-align: right;">Page 106</p> <p>1 International Association of Fire Fighters, and every two</p> <p>2 years, they have a national conference.</p> <p>3 And in those national conferences, people</p> <p>4 bring forward motions, and changes to the Constitution,</p> <p>5 and basically business is conducted.</p> <p>6 And so we are a fairly large local, so we</p> <p>7 would - and - well, I think we have six representatives</p> <p>8 underneath their Bylaws.</p> <p>9 So we would attend that conference. We</p> <p>10 would attend preconferences to discuss and caucus about</p> <p>11 the events and business that's going to come up in the</p> <p>12 national convention. We participate on the floor and</p> <p>13 debate on these items, and ultimately vote, and that</p> <p>14 determines the - that - that determines basically the</p> <p>15 business and - and what the - directs the International</p> <p>16 Association of Fire Fighter (ph.) what they'll be doing in</p> <p>17 the future.</p> <p>18 So that would be an example of what that</p> <p>19 category would be used for.</p> <p>20 And so this year, we had our conference, so</p> <p>21 you might see that number a little higher for that quarter</p> <p>22 than normally would be.</p> <p>23 Q So the meetings, that refers to internal AFA</p> <p>24 meetings? Is that correct?</p> <p>25 A It could be internal AFA meetings, or it could</p>	<p style="text-align: right;">Page 108</p> <p>1 and adds value to what we try to accomplish, as an</p> <p>2 Association.</p> <p>3 Q Is AFA a member of the IAFF?</p> <p>4 A It is.</p> <p>5 Q As the AFA President, do you have a duty to</p> <p>6 advance the interests of AFA members?</p> <p>7 A Do I have what?</p> <p>8 Q Do you have a duty to advance the interest of</p> <p>9 AFA members?</p> <p>10 A I have a duty to - I - I feel that my duty is to</p> <p>11 try to advocate for the will of the membership.</p> <p>12 I think the will of the membership has a</p> <p>13 tremendous amount of overlap with the public interest, and</p> <p>14 what's - and what's best - best for citizens, and for</p> <p>15 their safety, and - and - and emergency services, so</p> <p>16 that's honestly why I'm President.</p> <p>17 I wouldn't just advocate for bread and</p> <p>18 butter wages and benefit issues. I believe when you</p> <p>19 conduct an Association like we do, there's a lot of</p> <p>20 overlap between what is in - in the interests of the</p> <p>21 members, and the interest of the public good.</p> <p>22 So - so yes, but I think the way I run it,</p> <p>23 and the way fire fighters like me to run it, expands</p> <p>24 beyond just their own self-interest.</p> <p>25 Q Does the AFA have any Bylaws that describe what</p>

<p style="text-align: right;">Page 109</p> <p>1 your role, as AFA President, is, and - and what your 2 duties are?</p> <p>3 A It does.</p> <p>4 Q Do those bylaws - or do any other documents 5 place any fiduciary obligations on you, as the AFA 6 President, to represent AFA members?</p> <p>7 MS. NOBILE: Objection --</p> <p>8 A (The Witness) It does.</p> <p>9 MS. NOBILE: -- to the form.</p> <p>10 Q (Mr. Riches) And what do - what sort of 11 fiduciary duties do those documents place on you?</p> <p>12 A (The Witness) I am responsible, along with my 13 secretary and - and - and Board.</p> <p>14 So - so let me back up.</p> <p>15 When I became President, we redid our 16 Constitution and Bylaws, to some - to a great degree, and 17 we're still going through that process to try to make 18 things more transparent and give job duties for the 19 different officer positions.</p> <p>20 So I wrote a list of job duties for the 21 President, for the Secretary/Treasurer, and for the VPs. 22 These go through - these are proposals that go through a 23 process where they are put in front of the membership 24 where they debate them, and then they vote on them.</p> <p>25 And so for most constitutional provisions,</p>	<p style="text-align: right;">Page 111</p> <p>1 Do you know if the City of Austin has 2 policies governing the use of overtime by fire fighters?</p> <p>3 A Yes.</p> <p>4 Q Is there mandatory overtime, in certain 5 circumstances, where fire fighters - or where the City 6 must provide overtime?</p> <p>7 A It's very rare, but - but there is a provision 8 where we have to have mandatory overtime. Yes.</p> <p>9 Q Are fire fighters traditionally able to work 10 beyond their regular tour of duty or scheduled hours, 11 without taking overtime?</p> <p>12 MS. NOBILE: Objection to the --</p> <p>13 MR. BIRRING: Objection.</p> <p>14 MS. NOBILE: -- form.</p> <p>15 MR. BIRRING: Form.</p> <p>16 A (The Witness) Can they work - say that one more 17 time. I'm sorry.</p> <p>18 Q (Mr. Riches) Can a fire fighter work beyond his 19 or her - her traditional tour of duty without taking 20 overtime?</p> <p>21 MS. NOBILE: The same objection.</p> <p>22 MR. BIRRING: Objection. Form.</p> <p>23 A (The Witness) Yes. They could.</p> <p>24 Q (Mr. Riches) And what happens, in that 25 circumstance?</p>
<p style="text-align: right;">Page 110</p> <p>1 there has to be a two-thirds majority of the members 2 voting to - to - to - to approve those provisions.</p> <p>3 So yes. I - I wrote some fairly extensive 4 requirements on myself, and my Secretary/Treasurer, and my 5 E Board that made us responsible for the - the financial 6 dealings of the Association.</p> <p>7 Q You indicated, when we - earlier, that a 8 Battalion Chief normally reports to a Division Chief, who 9 reports to an Assistant Chief, who reports to the Chief of 10 Staff, who reports to the Fire Chief. Did I characterize 11 that correctly?</p> <p>12 A That's - it's not always that way, but it's 13 normally that way. Yes.</p> <p>14 Sometimes a - a Battalion Chief may - may 15 report directly to a - to an Assistant Chief.</p> <p>16 Q Who do you report to?</p> <p>17 MS. NOBILE: Objection to the form.</p> <p>18 You can answer.</p> <p>19 A (The Witness) I report to - as a practical 20 matter - I think I answered this earlier - the Chief of 21 Staff, but I - but I think, technically, I would report to 22 the Fire Chief.</p> <p>23 Q (Mr. Riches) Okay. Do you know if the City of 24 Austin has policies governing the use of release time by 25 fire fighter - of - I'm sorry.</p>	<p style="text-align: right;">Page 112</p> <p>1 A We have, within the fire service, trades are 2 legal and supported by our policies, so you could - you 3 could work your - if you're on A shift, you could work A 4 shift, and you could - your trading buddy could be on B 5 shift, and you decide to work that shift for him in 6 exchange for, in a future date, he works a shift for you.</p> <p>7 So that would be an example where you would 8 be working beyond your regular duty and not being paid 9 overtime.</p> <p>10 Q Is there any other example where, if you worked 11 beyond your regular duty, you wouldn't be paid overtime?</p> <p>12 A Yes.</p> <p>13 Also if you have nonproductive leave, 14 within a - within a - a certain pay cycle, then some of 15 your time, above your regular time, would be paid at 16 straight time - depending on how much nonproductive leave 17 you have in that cycle.</p> <p>18 Q Any other examples?</p> <p>19 A Oh, there may be, but those are the ones that 20 come to mind right now.</p> <p>21 Q In most cases - in - in cases not - that you 22 didn't just articulate - if a fire fighter works beyond 23 his or her regular tour of - tour of duty, do they 24 typically receive overtime?</p> <p>25 MS. NOBILE: Objection to the form.</p>

<p style="text-align: right;">Page 113</p> <p>1 You can answer.</p> <p>2 A (The Witness) If they want to work over their</p> <p>3 typical tour of duty, do they receive overtime.</p> <p>4 Just to make sure I understand the</p> <p>5 question, if they - if there is overtime available, and</p> <p>6 they want to work overtime, we have a sign- - overtime</p> <p>7 sign-up sheet, and that would indicate their - their</p> <p>8 desire.</p> <p>9 If they were to go on the sign-up sheet,</p> <p>10 and they were selected - and we are very conservative, the</p> <p>11 way we do it in Austin. We select them based on the</p> <p>12 hourly rate, not on how much overtime the person received,</p> <p>13 over the last couple of weeks, but based on the lowest</p> <p>14 hourly rate - then they would be selected.</p> <p>15 So yeah. If somebody declares that they</p> <p>16 want overtime, they would sign up on the overtime sign-up</p> <p>17 list, and if they hire enough down the list, based on the</p> <p>18 sort of their lowest hourly rate, then they'd be selected.</p> <p>19 I don't think that's the question you asked</p> <p>20 me, though, so I'm sorry.</p> <p>21 Q (Mr. Riches) Can a fire fighter work beyond his</p> <p>22 or her regular tour of duty and not receive overtime?</p> <p>23 A Yes.</p> <p>24 MS. NOBILE: Objection to the form.</p> <p>25 MR. BIRRING: Objection. Form.</p>	<p style="text-align: right;">Page 115</p> <p>1 his or her regular tour of duty --</p> <p>2 A (The Witness) Um hum.</p> <p>3 Q -- are they compensated by the City for doing</p> <p>4 so?</p> <p>5 MS. NOBILE: Objection to the form.</p> <p>6 You can --</p> <p>7 MR. BIRRING: Objection.</p> <p>8 MS. NOBILE: -- answer.</p> <p>9 MR. BIRRING: Form.</p> <p>10 A (The Witness) If a fire fighter is working</p> <p>11 beyond their regular tour of duty, are they compensated.</p> <p>12 Well, I gave a couple of examples where</p> <p>13 they're not.</p> <p>14 And they're not always paid overtime. It</p> <p>15 depends on how much productive - nonproductive leave they</p> <p>16 have in that cycle.</p> <p>17 I can't - I mean, generally, they're</p> <p>18 compensated if they work beyond their regular duty. Yes.</p> <p>19 There are some exceptions. There are some exceptions.</p> <p>20 Q (Mr. Riches) Have you ever requested to be put</p> <p>21 back at the Fire Department Operations Department, rather</p> <p>22 than remain on full-time release?</p> <p>23 A Yes.</p> <p>24 Q Why did you make that request?</p> <p>25 A I really enjoyed being an Operations fire</p>
<p style="text-align: right;">Page 114</p> <p>1 Q (Mr. Riches) Can a - can a fire fighter do so</p> <p>2 in any circumstance, apart from the two that you</p> <p>3 previously identified?</p> <p>4 MS. NOBILE: Objection --</p> <p>5 A (The Witness) Those are the --</p> <p>6 MS. NOBILE: -- to --</p> <p>7 MR. BIRRING: Objection.</p> <p>8 MS. NOBILE: -- the form.</p> <p>9 MR. BIRRING: Form.</p> <p>10 A (The Witness) Those are the two I recall.</p> <p>11 There could be others, but those two examples, they would</p> <p>12 not receive overtime.</p> <p>13 Q (Mr. Riches) Okay. Do you - a followup on</p> <p>14 that.</p> <p>15 Whether or not a fire fighter receives</p> <p>16 overtime, do they get compensated for any hours they work,</p> <p>17 beyond their regular tour of duty?</p> <p>18 MS. NOBILE: Objection to the form.</p> <p>19 You can answer.</p> <p>20 A (The Witness) I feel like I'm not understanding</p> <p>21 your line of questioning. I'm sorry.</p> <p>22 I'm trying to - that's why I'm pausing.</p> <p>23 I - it seems like I'm missing something here.</p> <p>24 Can you say it one more time?</p> <p>25 Q (Mr. Riches) If a fire fighter works, beyond</p>	<p style="text-align: right;">Page 116</p> <p>1 fighter. It's - it's really - I identify with that work</p> <p>2 more than I do as being a Union President. Quite frankly,</p> <p>3 I've - I've grown to love the service, the fire service,</p> <p>4 and what I did.</p> <p>5 I think even, in terms of my duty as</p> <p>6 President, I think it's important I have a connection to</p> <p>7 the fire fighters I serve. And as much as you try to</p> <p>8 maintain that connection, when you're sitting in an office</p> <p>9 and kind of surrounded by everything that's not fire</p> <p>10 fighting, it's - it's hard to - to relate.</p> <p>11 So I thought that it could do a couple of</p> <p>12 things: It could - it could help me maintain these</p> <p>13 perishable skills of being an incident commander, which I</p> <p>14 think need to be exercised, occasionally, to have</p> <p>15 competence in that.</p> <p>16 It could save the City some money, because</p> <p>17 the times that I am on duty doing that, instead of being</p> <p>18 on ABL leave, I would be displacing somebody that would be</p> <p>19 getting overtime. So it actually would save the City some</p> <p>20 money, and I would be getting paid for doing what - what I</p> <p>21 was - what traditionally was being paid for.</p> <p>22 It seems like I had a third reason, but I</p> <p>23 think that might be it. So --. Let me think.</p> <p>24 Yeah. Save money, keeping a connection,</p> <p>25 and - and kind of preserving the perishable skills, were</p>

<p style="text-align: right;">Page 117</p> <p>1 the three reasons.</p> <p>2 Q When did you make that request?</p> <p>3 A I made the request right off the bat.</p> <p>4 So when I first became President, the</p> <p>5 previous Fire Chief had this initiative she started, and</p> <p>6 brought in members from the IFC - which is International</p> <p>7 Association of Fire Chiefs - and the IAFF to go through</p> <p>8 a - what they call Labor Management Initiative.</p> <p>9 And so it was a retreat of several days</p> <p>10 where my Board, and the AD - AFD command staff got</p> <p>11 together to build relationships, and try to set a - a tone</p> <p>12 and a - a direction going forward where we could be - work</p> <p>13 together more harmoniously.</p> <p>14 And in that meeting, I asked - and they</p> <p>15 were - they were going through some talks. I had just</p> <p>16 made President, or I was going to, soon, and they were</p> <p>17 going through talks about moving me back to, you know,</p> <p>18 full-time President - which I had never been before. I</p> <p>19 was - had always been a Battalion Chief.</p> <p>20 And so in that meeting, I brought up that</p> <p>21 point, that I really would like to have a little more</p> <p>22 flexibility. I would like to be able to stay in</p> <p>23 Operations, and just have time off when I need it. And I</p> <p>24 think I estimated - I don't know if it was then or later</p> <p>25 on - but I might need a shift a week.</p>	<p style="text-align: right;">Page 119</p> <p>1 (Exhibit Number 7 marked.)</p> <p>2 Q (Mr. Riches) All right. All right. I've</p> <p>3 handed you what's been marked as Exhibit 7. Do you</p> <p>4 recognize that?</p> <p>5 A (The Witness) I do.</p> <p>6 Q And what is it?</p> <p>7 A It's an article written by I think an author or</p> <p>8 a writer from The Daily Caller that interviewed me on this</p> <p>9 subject.</p> <p>10 Q Okay. The article indicates that - it quotes</p> <p>11 you as saying, "I've been fighting to be put back to work</p> <p>12 at a Fire Department. The Chief wouldn't allow it. How</p> <p>13 much they have fought against me was crazy."</p> <p>14 Is that an accurate quote?</p> <p>15 A Yes.</p> <p>16 Q And --</p> <p>17 MS. NOBILE: Just - his copy has a bunch of</p> <p>18 highlights in it --</p> <p>19 A (The Witness) Oh.</p> <p>20 MS. NOBILE: -- and I just wanted to make</p> <p>21 sure you had given him the right --</p> <p>22 MR. RICHES: Oh. Let me see.</p> <p>23 (Document handed.)</p> <p>24 MR. RICHES: It doesn't really matter --</p> <p>25 MS. NOBILE: And I --</p>
<p style="text-align: right;">Page 118</p> <p>1 So generally, on the average, you worked</p> <p>2 about two and a half shifts a week in your - in your shift</p> <p>3 assignment.</p> <p>4 What I was suggesting is I could work a</p> <p>5 shift and a half in my shift assignment, displacing any</p> <p>6 sort of the overtime that could occur because I was off,</p> <p>7 and only take a shift off to do my Association duties.</p> <p>8 And I brought it up then. It was denied.</p> <p>9 And then I brought it up one or two - I - I</p> <p>10 don't know the exact number, but several bargaining cycles</p> <p>11 I brought it up. I don't think I brought it up in 2017.</p> <p>12 I think I gave up, at that point, but I had brought it up</p> <p>13 several times, and every single time I brought it up, it</p> <p>14 was not only "No," but "Hell, no. We're not going to -</p> <p>15 we're not going to entertain that."</p> <p>16 Q Do you remember a FoxNews report from 2015</p> <p>17 about this topic of being requested to return part-time to</p> <p>18 the Operations Department?</p> <p>19 A Do I remember what?</p> <p>20 Q Do you remember FoxNews covering this issue</p> <p>21 where you had requested to be returned to the Operations</p> <p>22 Department?</p> <p>23 A Yes.</p> <p>24 Q I'm going to ask that the Court Reporter</p> <p>25 mark --. (Indicating)</p>	<p style="text-align: right;">Page 120</p> <p>1 MR. RICHES: -- but --</p> <p>2 MS. NOBILE: -- apologize. I wanted to</p> <p>3 make --</p> <p>4 MR. RICHES: Yeah.</p> <p>5 MS. NOBILE: -- sure we weren't using --</p> <p>6 MR. RICHES: Do you mind if I mark - well,</p> <p>7 it doesn't matter.</p> <p>8 MS. NOBILE: Okay. That's fine. I just</p> <p>9 wanted to make sure you knew.</p> <p>10 A (The Witness) I've found the highlights</p> <p>11 helpful.</p> <p>12 Q (Mr. Riches) Yeah. That's why I put them in</p> <p>13 there.</p> <p>14 A Yeah.</p> <p>15 MS. NOBILE: Yeah.</p> <p>16 Q (Mr. Riches) The article then indicates that</p> <p>17 you believed, then, that you could handle Union business</p> <p>18 and your duties as the AFA President with one weekly</p> <p>19 shift, and spend the rest of your time doing traditional</p> <p>20 fire fighter duties?</p> <p>21 A (The Witness) Yeah. I do remember that. In</p> <p>22 fact. I think I just said that to you. Something very</p> <p>23 similar to that.</p> <p>24 Q It - was that your belief, when you said that,</p> <p>25 back in August of 2015?</p>

<p style="text-align: right;">Page 121</p> <p>1 A Was that what?</p> <p>2 Q Is that what you - was that an accurate</p> <p>3 portrayal of your belief, in August --</p> <p>4 A Yes.</p> <p>5 Q -- of 2015?</p> <p>6 A Yes, it was.</p> <p>7 Q Is that still your belief today?</p> <p>8 A Yes.</p> <p>9 I think - I think - it is my belief.</p> <p>10 I mean, there's so many things to do, in my</p> <p>11 job, you can always expand in other areas to fill your</p> <p>12 time.</p> <p>13 But I still believe that it would be</p> <p>14 important to reconnect and - for the exact same reason I</p> <p>15 said. I think we can save the citizens a little bit of</p> <p>16 money. I think we could - I could reconnect my important</p> <p>17 skills that are important to me to maintain, if nothing</p> <p>18 else. And I think it's - I think it's - I think it is the</p> <p>19 right thing to do, you know.</p> <p>20 I think it's - I think it's - I think what</p> <p>21 I do is important, but I also think trying to be as frugal</p> <p>22 as you can be is important, also.</p> <p>23 Q And who, at the City, denied your request to --</p> <p>24 A Chief Kerr. She was the Fire Chief, at the</p> <p>25 time.</p>	<p style="text-align: right;">Page 123</p> <p>1 MS. NOBILE: Objection to the form.</p> <p>2 You can answer.</p> <p>3 A (The Witness) I mean this is a pretty</p> <p>4 unscientific WAG. Right? I'd say maybe twenty-five,</p> <p>5 thirty percent of the time, I'm guessing.</p> <p>6 Q (Mr. Riches) Do you have any separate</p> <p>7 timekeeping records that would reflect the amount of time</p> <p>8 you spend on lobbying activities?</p> <p>9 A No.</p> <p>10 I have a calendar I keep, but I really keep</p> <p>11 it for my own purposes, rather than reporting purposes. I</p> <p>12 don't put down every event, but I put down enough events</p> <p>13 where I don't miss an event, you know.</p> <p>14 But I don't record that in a - in a</p> <p>15 sheet - in a - on - on my time sheet.</p> <p>16 And - and - and could - can you ask the</p> <p>17 question again? I want to make sure I - I answer it</p> <p>18 correctly. What was your question?</p> <p>19 Q How much time do you spend on ABL on lobbying</p> <p>20 activities? And --</p> <p>21 A Okay.</p> <p>22 Q -- the way we can define lobbying activities is</p> <p>23 support or opposition to specific legislative proposals.</p> <p>24 A Okay. And I would say when you say, "on ABL",</p> <p>25 like I say, I worked a lot more hours a week than just the</p>
<p style="text-align: right;">Page 122</p> <p>1 Q Okay. All right. Just a few more short areas.</p> <p>2 If you wouldn't mind turning back to</p> <p>3 Article 10 of Exhibit 1, which is the Collective</p> <p>4 Bargaining Agreement?</p> <p>5 A Article 10 --</p> <p>6 Q You're getting --</p> <p>7 A -- of Exhibit --</p> <p>8 Q -- buried --</p> <p>9 A -- 1?</p> <p>10 Q -- here.</p> <p>11 A Oh, okay.</p> <p>12 MS. NOBILE: Could we take a really quick -</p> <p>13 a really quick rest room break?</p> <p>14 MR. RICHES: Sure.</p> <p>15 MS. NOBILE: Okay. Great.</p> <p>16 (Recess from 12:05 p.m. to 12:25 p.m.)</p> <p>17 Q (Mr. Riches) Are you doing all right, Mr. --</p> <p>18 A (The Witness) I'm --</p> <p>19 Q -- Nicks?</p> <p>20 A -- good.</p> <p>21 Q Okay. All right. You had indicated,</p> <p>22 previously, that a - a portion of your time, while you're</p> <p>23 on full-time ABL, is directed toward lobbying activities?</p> <p>24 Can you estimate what portion of time you</p> <p>25 spend on lobbying activities?</p>	<p style="text-align: right;">Page 124</p> <p>1 forty hours on ABL, so it depends on how you would want to</p> <p>2 categorize that.</p> <p>3 But - but I would say, of my total time I</p> <p>4 spend, probably twenty-five, thirty percent of the time is</p> <p>5 lobbying.</p> <p>6 Q And you also had indicated that you spend a</p> <p>7 portion of your time on ABL for political activities,</p> <p>8 including the support and opposition of political</p> <p>9 candidates? Is that correct?</p> <p>10 A I don't do any sort of thing, like show up in</p> <p>11 uniform, and - and promote a candidate, or an issue, or I</p> <p>12 don't deliver a check while on the - on ABL.</p> <p>13 But other activities, like going to</p> <p>14 Council, and advocating. If I was doing like - anything</p> <p>15 like block walking, I wouldn't do that on ABL. I would do</p> <p>16 that on my own time.</p> <p>17 Even if it was - even if it was okay to do</p> <p>18 it, I - there's just certain things I try to keep on the</p> <p>19 other side of the line, just to be a little more careful.</p> <p>20 Q If I were to define --</p> <p>21 A Perceptions, I guess, you know.</p> <p>22 Q I understand.</p> <p>23 If we were to define political activities</p> <p>24 as support or opposition to a candidate for public office,</p> <p>25 no matter how that time is spent, how would you - what</p>

<p style="text-align: right;">Page 125</p> <p>1 percentage of your ABL time would you estimate is</p> <p>2 dedicated toward political activities?</p> <p>3 A From my ABL time? I mean, again, depending on</p> <p>4 how you want to categorize it, it could be zero to some</p> <p>5 number. Because, like I said, I work a lot more hours a</p> <p>6 week than - than forty hours, so --.</p> <p>7 And my time - if you wanted to, you could</p> <p>8 say I'm flexing my time, and - and when I'm doing anything</p> <p>9 with a candidate, I'm on my own time, and I'm - and my</p> <p>10 other time spent is my ABL time.</p> <p>11 I mean, I'm just trying to frame it a</p> <p>12 couple of different ways. That's not the - really the way</p> <p>13 I look at it.</p> <p>14 I just - I put in a lot more hours than</p> <p>15 forty, and my - my advocacy time for lobbying is probably,</p> <p>16 like I say, twenty-five, thirty percent of the time I</p> <p>17 spend.</p> <p>18 Q I want to focus on political activities. I</p> <p>19 think we covered the lobbying.</p> <p>20 So let's use specific examples.</p> <p>21 Do you, on ABL, prepare endorsement or</p> <p>22 opposition statements for political candidates for elected</p> <p>23 office?</p> <p>24 A Oh. I do produce those sort of documents.</p> <p>25 (Witness nodded head up and down.) And I do it during my</p>	<p style="text-align: right;">Page 127</p> <p>1 A Well, we hire a group to do that for us. Yes.</p> <p>2 Q And do you do those activities while using ABL?</p> <p>3 A I mean, I might write a check to the person that</p> <p>4 places the signs when I'm on, you know, my regular work -</p> <p>5 you know, business hours, I guess you could say.</p> <p>6 I mean, if I was to like take a yard sign</p> <p>7 around, or if I was going around to a neighborhood - which</p> <p>8 we have done, in the past. Block walking - it definitely</p> <p>9 would not be on ABL. That stuff we - we would not do on</p> <p>10 ABL. Neither me, or any other members that's - that's</p> <p>11 requesting it. That's all done on - on our own time.</p> <p>12 Q Do you determine, while using ABL - either on</p> <p>13 your own, or in conjunction with other members of the</p> <p>14 AFA - which political candidates for elected office to</p> <p>15 support or oppose?</p> <p>16 MS. NOBILE: Objection to the form.</p> <p>17 You can answer.</p> <p>18 A (The Witness) Oh. Like in the PAC meeting --</p> <p>19 Q (Mr. Riches nodded head up and down.)</p> <p>20 A -- we would have a discussion on - on what</p> <p>21 issues or candidate we would - we would support, and</p> <p>22 that - and there could be, in people in the PAC meeting,</p> <p>23 that are on ABL. Yes.</p> <p>24 We don't consider that a political</p> <p>25 activity.</p>
<p style="text-align: right;">Page 126</p> <p>1 workweek.</p> <p>2 Q And about what percentage of your workweek would</p> <p>3 you estimate is dedicated toward producing documents --</p> <p>4 A Very --</p> <p>5 Q -- that --</p> <p>6 A -- very small amount. Very small amount.</p> <p>7 Q Do you also speak with citizens about electing</p> <p>8 or defeating candidates for public office, while on ABL?</p> <p>9 A I do very little of that, ever. I - whether</p> <p>10 it's on ABL or not.</p> <p>11 Q Do you do - do you do any of that?</p> <p>12 A I mean, we make decisions to put signs out to</p> <p>13 advocate for a candidate, you know, so that they know the</p> <p>14 Austin Fire Fighters Association does a - does a certain</p> <p>15 sign.</p> <p>16 I don't do a lot of public engagements,</p> <p>17 where I get up and speak in front of groups of people, and</p> <p>18 say, "We're for Candidate X, not for Candidate Z." I</p> <p>19 mean, I do very - I can't even think of an instance where</p> <p>20 I do that.</p> <p>21 It - I'm not saying I don't. I just really</p> <p>22 can't think of an instance where I do that right now, if</p> <p>23 I - it's a very small percentage of my time.</p> <p>24 Q You place - you place yard signs, and other</p> <p>25 types of signs, for candidates for elected office?</p>	<p style="text-align: right;">Page 128</p> <p>1 We consider political activity when you</p> <p>2 actually go out and advocate for them, take them a check,</p> <p>3 you know, speak on their behalf.</p> <p>4 But - but yes. If the question is are some</p> <p>5 of those decisions made in the PAC meeting? Yes. They</p> <p>6 are.</p> <p>7 Q Okay. Thanks.</p> <p>8 If you could turn to Exhibit 1, which is</p> <p>9 the Collective Bargaining Agreement? Article 10.</p> <p>10 A Okay.</p> <p>11 Q Is there anything, in Article 10 - or anywhere</p> <p>12 else in the collective bargaining - that requires you to</p> <p>13 perform specific activities for the City?</p> <p>14 MS. NOBILE: Objection to the --</p> <p>15 MR. BIRRING: Objection.</p> <p>16 MS. NOBILE: -- form.</p> <p>17 MR. BIRRING: Form.</p> <p>18 A (The Witness) Are you talking about me, as the</p> <p>19 President?</p> <p>20 Q (Mr. Riches) You, as the President.</p> <p>21 A I think Section 1B1 does, to some degree. It's</p> <p>22 very broad, but it says it has to be lawful, and it has to</p> <p>23 be consistent with the purposes of the Association.</p> <p>24 Q Is there anything - I see that the - the word</p> <p>25 "may" is used there.</p>

<p style="text-align: right;">Page 129</p> <p>1 Is there anything that requires you to</p> <p>2 perform specific activities, for the City, while using</p> <p>3 ABL?</p> <p>4 A Specific activities? No.</p> <p>5 MS. NOBILE: And objection to the form.</p> <p>6 MR. BIRRING: The same objection.</p> <p>7 Q (Mr. Riches) Is there any other agreement,</p> <p>8 outside of the CBA, that requires you to perform specific</p> <p>9 activities for the City?</p> <p>10 A (The Witness) I guess what it means, specific</p> <p>11 activities?</p> <p>12 I am subject to the Code of Conduct,</p> <p>13 policies, and any other policy the City has. So there's</p> <p>14 certain activities delineated in those policies that I am</p> <p>15 regulated by.</p> <p>16 But if you're talking about a particular</p> <p>17 task, then the answer - the specific task that's required</p> <p>18 me to do in the CBA or outside the CBA?</p> <p>19 Inside the CBA, no.</p> <p>20 Outside the CBA, the Chief can direct me to</p> <p>21 do certain tasks, but like I explained earlier, it's</p> <p>22 usually not a unilateral thing where the Chief would say,</p> <p>23 "Bob, I need you to do this." It's usually us meeting and</p> <p>24 deciding things we need to do for the common good of our</p> <p>25 organizations, and really more for the Fire Department and</p>	<p style="text-align: right;">Page 131</p> <p>1 an incentive. It's just kind of a thank you, you know.</p> <p>2 We spend a lot of money - we do a lot of</p> <p>3 saving.</p> <p>4 We save for several things. Legal defense</p> <p>5 fund is one of the biggest ones. So we have money in the</p> <p>6 fund if we - if things come up we need to - to do things</p> <p>7 on.</p> <p>8 We - we save for building expenses.</p> <p>9 We save for the Honor Guard.</p> <p>10 We save for a lot of things like that.</p> <p>11 We save for travel.</p> <p>12 We've had building expenses we - we have to</p> <p>13 pay for.</p> <p>14 We have our mortgage. We are - have about</p> <p>15 another year on.</p> <p>16 Utilities. Cleaning expenses.</p> <p>17 My - my office manager. We are a labor</p> <p>18 association. We pay them pretty well, I think.</p> <p>19 I'm trying to think of anything else.</p> <p>20 We save for collective bargaining. You</p> <p>21 know, we know that's coming up in X number of years. We</p> <p>22 kind of put a little bit aside each time for that.</p> <p>23 Those are the general categories that the</p> <p>24 dues money go towards.</p> <p>25 Q Is there --</p>
<p style="text-align: right;">Page 130</p> <p>1 the City, and then us endeavoring to do it together.</p> <p>2 I hope that answered your question.</p> <p>3 Q That does.</p> <p>4 Does the AFA charge member dues to its</p> <p>5 members?</p> <p>6 A Do we do what?</p> <p>7 Q Do you charge member dues for membership in the</p> <p>8 AFA?</p> <p>9 A We do.</p> <p>10 Q And what are those?</p> <p>11 A It is - we have twenty-four pay periods a year</p> <p>12 that we collect dues, and it is \$26.25 for each one of</p> <p>13 those twenty-four pay periods.</p> <p>14 Q What do those dues pay for?</p> <p>15 A Those dues pay for our affiliation with the</p> <p>16 International Association of Fire Fighters. It pays for</p> <p>17 some - I don't know if I'd call them salaries, but at</p> <p>18 least I'd call them something like an honorarium for</p> <p>19 myself and my - my E Board members. There's a little bit</p> <p>20 of money that's - I - you could call a salary, if you want</p> <p>21 to, but it's not very much.</p> <p>22 And then some of our - my committees that</p> <p>23 are a little more active, we pay a little bit of money -</p> <p>24 like a hundred dollars a month, or something like this -</p> <p>25 to the Chair and the Secretary as - it's not really even</p>	<p style="text-align: right;">Page 132</p> <p>1 A Travel expenses and educational expenses, like</p> <p>2 some of the seminars, and - and conventions I mentioned</p> <p>3 earlier. We - dues monies would pay for those items.</p> <p>4 Q Is there enough money in that savings to pay</p> <p>5 your salary?</p> <p>6 MS. NOBILE: Objection as --</p> <p>7 A (The Witness) To pay --</p> <p>8 MS. NOBILE: -- to the form.</p> <p>9 A (The Witness) -- the salary --</p> <p>10 MR. BIRRING: Objection. Form.</p> <p>11 A (The Witness) -- of what I receive from the</p> <p>12 City of Austin?</p> <p>13 Q (Mr. Riches) Correct.</p> <p>14 A It would be a - a high percentage of what we</p> <p>15 collect.</p> <p>16 So there is enough, but it would be a -</p> <p>17 it would take a lot of our programs away to do that.</p> <p>18 Q Has the AFA operated, previously, without the</p> <p>19 full-time release position of the AFA President?</p> <p>20 A They did. For many years.</p> <p>21 Q Okay. Do you know for how many years? Or up</p> <p>22 until - up until what point?</p> <p>23 A I - I think ABL, in some form, came in to play</p> <p>24 right about the time meet-and-confer came in to play, the</p> <p>25 best of my recollection, in the late Nineties, but there</p>

<p style="text-align: right;">Page 133</p> <p>1 wasn't a full-time Union President off then. It was just 2 some - probably the other uses of ABL. You know, for 3 meetings, and stuff, and the President was still assigned 4 to a - a duty assignment.</p> <p>5 I don't know, for sure, but I would - I 6 would guess around 2004 or 2005 is when the President 7 started having a - being full-time off.</p> <p>8 Q Is it also your understanding that previous 9 agreements between the AFA and the City of Austin had much 10 more limited uses for ABL?</p> <p>11 MS. NOBILE: Objection to the form.</p> <p>12 A (The Witness) I'm not - I don't know. I'm not 13 sure. I don't know the history of that.</p> <p>14 Q (Mr. Riches) Okay.</p> <p>15 A I really became involved in 2008/2009.</p> <p>16 Q Okay. Thank you, Mr. Nicks.</p> <p>17 That's all the questions I have for now. 18 (Witness passed at 12:37 p.m.) 19 (Brief pause from 12:37 p.m. to 12:37 20 p.m.)</p> <p>21</p> <p>22 EXAMINATION</p> <p>23 QUESTIONS BY MS. O'NEILL:</p> <p>24 Q We represent the State of Texas, which 25 intervened in this case.</p>	<p style="text-align: right;">Page 135</p> <p>1 that is, in fact, what I just described it as?</p> <p>2 A (The Witness) Yes. It is.</p> <p>3 Q Okay. And then I'm just going to ask you a 4 number of questions about it.</p> <p>5 MS. O'NEILL: That's another stack, and I 6 need a separate stack for myself. (Indicating) Yeah.</p> <p>7 Q (Ms. O'Neill) Okay. So just kind of confirm 8 what these are.</p> <p>9 Looking at I think the January 4th one is 10 kind of easier to read, from the front page.</p> <p>11 Well, no. I think they both are pretty 12 clear.</p> <p>13 So I'm looking at this Twitter feed.</p> <p>14 So is this - can you tell me who creates 15 this Twitter feed?</p> <p>16 A (The Witness) Can you tell me what?</p> <p>17 Q Who creates this Twitter feed?</p> <p>18 A Almost exclusively I'm the one posting to this 19 Twitter feed.</p> <p>20 Q Okay.</p> <p>21 A Occasionally -- 22 (The Reporter asked the Witness to 23 repeat the last part of his answer.)</p> <p>24 A (The Witness) I am the one posting to this 25 Twitter feed.</p>
<p style="text-align: right;">Page 134</p> <p>1 A Yes.</p> <p>2 Q Yeah. So - let's see here.</p> <p>3 Okay. All right. Mr. Nicks, I just want 4 to ask you a few questions. I'm going to enter two new 5 exhibits.</p> <p>6 MS. O'NEILL: I guess we're at Exhibit 8? 7 8? And Exhibit 9.</p> <p>8 (Exhibit Number 8 marked.)</p> <p>9 Q (Ms. O'Neill) Exhibit 8. This is dated 10 January 4th, 2017, and it is a print-off of the Twitter 11 feed for Austin Firefighter@AFA975?</p> <p>12 A (The Witness) Um hum.</p> <p>13 Q And then I'm going to enter Exhibit 9, which is 14 dated October 30th, 2018, today's date. And is also 15 the - today's - the first fifty-four pages of today's 16 Twitter feed from Austin Firefighters@AF- --</p> <p>17 A Okay.</p> <p>18 Q -- 975.</p> <p>19 MS. O'NEILL: And I have copies for 20 everyone. I'm just going to pass around the stacks --</p> <p>21 MS. NOBILE: Okay.</p> <p>22 MS. O'NEILL: -- here. (Indicating) 23 (Exhibit Number 9 marked.)</p> <p>24 Q (Ms. O'Neill) And if you could just look 25 through those first, if I just - if you could confirm if</p>	<p style="text-align: right;">Page 136</p> <p>1 Recently, during one project, we had a 2 media consultant that had access to it, at times.</p> <p>3 And several years ago, we had a media 4 consultant access to it, but, I mean --</p> <p>5 Q (Ms. O'Neill) Um hum.</p> <p>6 A -- those are rare entries.</p> <p>7 Almost a hundred percent, these entries are 8 made by myself.</p> <p>9 Q Okay. And so looking here - just to confirm - 10 we're - the entries that start - they have a - the little 11 fire fighters' logo, and it says Austin 12 Firefighters@AFA975. Any posts that includes that - 13 those - that designation, would that be a post that you 14 made, with the exception of what you just described?</p> <p>15 A Yes, more than likely, with the - with just the 16 exceptions that I said, and that's very limited.</p> <p>17 Q Okay.</p> <p>18 A And more than likely they would be a post from 19 myself.</p> <p>20 Q And I - my understanding of Twitter, you have to 21 have a password in order to log in to your account and 22 post --</p> <p>23 A That's correct.</p> <p>24 Q -- specifically?</p> <p>25 Currently, are you the only person that</p>

<p style="text-align: right;">Page 137</p> <p>1 holds your password to log in to this account?</p> <p>2 A No.</p> <p>3 Q Okay. Who else does?</p> <p>4 A A person that did some media work for me for the</p> <p>5 Carrie Stewart campaign, recently, who was a cancer - a</p> <p>6 female cancer case that the City was suing. He's actually</p> <p>7 a fire fighter at ESD 6. He had access, and he posted a</p> <p>8 few infographics, occasionally --</p> <p>9 Q Um hum.</p> <p>10 A -- but nothing - you know, nothing other than</p> <p>11 that.</p> <p>12 Q And do you know his name?</p> <p>13 A His name is Braden Fame.</p> <p>14 Q And you --</p> <p>15 A Or Frame. Excuse me.</p> <p>16 Q Um hum.</p> <p>17 And I'm sorry. What - did you say what</p> <p>18 department he worked in, or what division?</p> <p>19 A He works for Lake Travis Fire Rescue, but when</p> <p>20 he was doing that work for me, he was working on behalf of</p> <p>21 the International Association of Fire Fighters as a</p> <p>22 service rep.</p> <p>23 Q Okay. And do you know approximately what date</p> <p>24 frame he might have contributed?</p> <p>25 A I'm sure he still has the password.</p>	<p style="text-align: right;">Page 139</p> <p>1 after the fact, but I don't call the Board and say, "Hey.</p> <p>2 I'm thinking about putting this Tweet out. What do you</p> <p>3 think".</p> <p>4 Q Um hum.</p> <p>5 A So --.</p> <p>6 Q Are you - do you consider yourself posting on</p> <p>7 this Twitter feed in your capacity as AFA President?</p> <p>8 A I normally do. Yeah.</p> <p>9 Occasionally I kind of blur the lines, I</p> <p>10 think, and - not intentionally, but I think sometimes I</p> <p>11 do. But I - I try to do it as - as my role as Union</p> <p>12 President.</p> <p>13 Q When you post on the - on this Twitter feed, are</p> <p>14 you using ABL time to do so?</p> <p>15 A I would say no, but it depends on how you want</p> <p>16 to frame it, I guess.</p> <p>17 I mean, I've worked a lot more hours than</p> <p>18 the forty, and - and so I would say I do not, but it</p> <p>19 really depends how you frame it. You could make an</p> <p>20 argument the other way, I guess, that I do.</p> <p>21 Q Okay. Just kind of looking at a few of these,</p> <p>22 you mentioned, just now, that there were some posts on</p> <p>23 here related to Carrie - Carrie Stewart, and - one of the</p> <p>24 fire fighters, recently?</p> <p>25 A Yes. She's a fire lieutenant.</p>
<p style="text-align: right;">Page 138</p> <p>1 Q Um hum.</p> <p>2 A And so that project ended several weeks ago.</p> <p>3 So here's - here's one here, on</p> <p>4 September 19th. (Indicating)</p> <p>5 And even some - a lot of these are ones I</p> <p>6 posted, actually.</p> <p>7 He posted - it looks like around</p> <p>8 September 18th, September 14th, 15th --</p> <p>9 Q Um hum.</p> <p>10 A -- 13th.</p> <p>11 It looks like right around that --</p> <p>12 Q Um hum.</p> <p>13 A -- time period there, he might have posted, now</p> <p>14 and then.</p> <p>15 Q Okay. Is this Twitter feed, is this something</p> <p>16 that the AFA has any involvement with, or are you just</p> <p>17 personally running this?</p> <p>18 A Only - I run it.</p> <p>19 Q Okay.</p> <p>20 A (Witness nodded head up and down.)</p> <p>21 Q Do they have any type of - does the AFA - or do</p> <p>22 they - do you have to run any of your posts by the AFA?</p> <p>23 Do they have to approve any of the posts that you make?</p> <p>24 A No.</p> <p>25 I mean, certainly my work can be reviewed</p>	<p style="text-align: right;">Page 140</p> <p>1 Q Okay.</p> <p>2 A Female fire lieutenant --</p> <p>3 Q Okay.</p> <p>4 A -- in the Austin Fire Department.</p> <p>5 Q And there was a Court case that recently</p> <p>6 occurred, related to her and related to another fire</p> <p>7 fighter?</p> <p>8 A There was a - she applied for workers'</p> <p>9 compensation for her work-related cancer --</p> <p>10 Q Um hum.</p> <p>11 A -- and the City continued to deny it,</p> <p>12 even though the State was siding with the fire fighter.</p> <p>13 And in the end, the City decided to sue the</p> <p>14 fire fighter for Court costs as a - my understanding - a</p> <p>15 technique to - to stop the claim, and that was the issue</p> <p>16 we took up.</p> <p>17 Q Looking at the October 30th Twitter feed,</p> <p>18 which is Exhibit 9, if you can turn to --</p> <p>19 A October 30th?</p> <p>20 Q It's October 30th. And flip to the page here.</p> <p>21 If you look on Page 5? Looking down, there</p> <p>22 is a post here - a reTweet, which you did respond to.</p> <p>23 The - the reTweet took place on October 12th. It was by</p> <p>24 somebody named Casey Claiborne@CaseyOnFOX7.</p> <p>25 Or I'm sorry. Austin Firefighters</p>

<p style="text-align: right;">Page 141</p> <p>1 reTweeted a post by Casey Claiborne. 2 And then -- 3 A Yes. 4 Q -- can you just describe for me what that post 5 is regarding? 6 A Are you talking about this one right here? 7 (Indicating) 8 Q Yes. The one where you - yes. Correct. 9 And I'm sorry. That's - yeah. Casey 10 Claiborne@CaseyOnFOX7, October 12th. 11 A Well, I believe that was the date of former 12 Lieutenant Baker's Court appearance, in which he received 13 deferred adjudication. 14 Q Okay. And is that you - in looking at that Page 15 5 of Exhibit 9, there's a - there's a photograph that's in 16 that Tweet. Is that the photograph of you? 17 A Yes. 18 Q Okay. And are you at the Courthouse, in that 19 photo? 20 A I am. 21 Q Okay. It's my understanding that - that 22 several - at least some fire fighters requested ABL time 23 to go and attend that? 24 A They did. 25 Q Okay. And it's my understanding that that was</p>	<p style="text-align: right;">Page 143</p> <p>1 could frame it and say I was on ABL when I was doing 2 certain activities, and you could say I was not on ABL 3 doing activities. 4 But clearly, on Friday, there's no 5 indication that - that I'm on any sort of ABL leave. 6 Q Okay. Kind of looking at this - a few other - a 7 few other posts here. 8 Looking at October 30th, 2018? 9 A October 30th -- 10 Q 2018. 11 A -- 2018? 12 Q Yeah. 13 So that would be Exhibit 9. 14 Let's see here. Let me find it on here. 15 So give me one second. 16 Yeah. Looking at Page 3/54? 17 A Yes. 18 Q You have a post here. It's Austin Firefighters, 19 October 24th? It's front and the center of the page 20 here, and it says - and it's the - the - the Tweet is, 21 "We'll see - we'll see you all" - it starts, "We'll see 22 you all at block walking on Saturday"? 23 A Yes. 24 Q Okay. Do you recall that date and - and what 25 you did on that day?</p>
<p style="text-align: right;">Page 142</p> <p>1 denied? 2 A It was. 3 Q Okay. When you were present at the Courthouse 4 in this photo, were you using your ABL time? 5 A I - no. I was - that was on a Friday, and I 6 definitely was not on ABL time. I mean, this - it's not 7 recorded on my time sheet that way. I've already had my 8 hours for the workday - or - or for the week, and it was 9 a - on a Friday. 10 Q Okay. So - and just to kind of understand, if - 11 if it - if something occurs on a Friday, are you not - 12 not using ABL time? Is that the rule? 13 A The way - I mean, the way I handle my 14 timekeeping is, in this agreement I have with the City, is 15 I - I put my time for ABL. Ten hours on Monday, ten hours 16 on Tuesday, ten hours on Wednesday, ten hours on Thursday. 17 I work a lot more than that, but that's how we record my 18 time. 19 So on Friday, the - the argument couldn't 20 even be made that I - my time sheet reflects ABL because 21 it's - it's already been recorded earlier in the week. 22 I would also say that during those days, I 23 was - I put in more time than those - than that - that 24 many hours. 25 And so depending on how you frame it, you</p>	<p style="text-align: right;">Page 144</p> <p>1 A When I made this Tweet? 2 Q Um hum. 3 A I absolutely do. 4 Q Okay. Can you describe that? 5 A I was at karaoke night. 6 I had a day where we did a panel of Fire 7 Chiefs for the new Fire Chief, and I was a little 8 stressed. 9 And I was coming home, and I had - I called 10 my daughter-in-law, and they - they were out eating, so I 11 went out to karaoke night. 12 I - I live in Giddings, Texas. 13 And during that time, I found out that in 14 Houston, on the grounds where five fire fighters died 15 fighting a fire, the Mayor had posted a sign that was an 16 anti fire fighter sign, and I was very angry. 17 And I actually called the Union President, 18 and spoke with him, and I sent a series of Tweets that I 19 probably shouldn't have sent, quite frankly. 20 But I was - I was ready to drive down to 21 Houston and tear that sign down, I was so angry at the 22 time. 23 Q Did you, in fact, go and block walk on Saturday, 24 as it - the post -- 25 A I intended to. I went --</p>

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<p>1 Q -- reads?</p> <p>2 A -- down there, and I ended up driving around</p> <p>3 with the Union President to different polling sites. I</p> <p>4 didn't actually block walk --</p> <p>5 Q Um hum.</p> <p>6 A -- but I spent about five hours with the Houston</p> <p>7 Fire Fighters, supporting their cause.</p> <p>8 Q Okay. Looking at another post - this one would</p> <p>9 be in the January 4th, 2017?</p> <p>10 A January 4th?</p> <p>11 Q That would be the Exhibit 8.</p> <p>12 Hold on. Let me see if I can give you</p> <p>13 something.</p> <p>14 So looking at Page 20- - 21? If you flip</p> <p>15 all the way towards the back?</p> <p>16 A Oh, okay.</p> <p>17 Q There are a few posts here.</p> <p>18 September, looking here. We've got a</p> <p>19 post - the very first post that shows up, September 2nd,</p> <p>20 2014.</p> <p>21 A Um hum.</p> <p>22 Q Is that - there's - there's a photo connected to</p> <p>23 this post. Is that you, in the photo?</p> <p>24 A It is.</p> <p>25 Q Okay. And looking down at the next post,</p>	<p>1 But if I didn't do that, I - I was not on</p> <p>2 ABL. I promise you.</p> <p>3 I mean, I - I don't do that sort of</p> <p>4 activities on ABL.</p> <p>5 Q Even if you're not acting on ABL time, when</p> <p>6 you're conducting these activities, well, are you still</p> <p>7 going out there and participating in your capacity as an</p> <p>8 AFA President?</p> <p>9 A When I'm not on ABL time?</p> <p>10 Q Um hum.</p> <p>11 A Yes.</p> <p>12 Q Okay. Let's see if I can find --</p> <p>13 Looking at - let's see if we can find a</p> <p>14 more recent one.</p> <p>15 Well, just going - staying on that Exhibit,</p> <p>16 Exhibit 8, just flipping to the second page, just to --</p> <p>17 A The second page --</p> <p>18 Q So --</p> <p>19 A -- of 8?</p> <p>20 Q The second page of 8.</p> <p>21 Looking at that, there's several photos.</p> <p>22 The first Tweet, that has a date, is the</p> <p>23 29th of April, 2016. Austin Firefighters@AFA975.</p> <p>24 There's a post of "Firefighters support Susan King."</p> <p>25 Correct?</p>
Page 146	Page 148
<p>1 there's a - there's another post on September 2nd, 2014,</p> <p>2 with another gentleman at a door. Is that correct?</p> <p>3 A It is.</p> <p>4 Q Okay.</p> <p>5 A That's correct.</p> <p>6 Q Can - can - do you recall what you were doing</p> <p>7 there?</p> <p>8 A We were block walking. We were taking - I think</p> <p>9 it was District 9. We were taking around, you know, some</p> <p>10 sort of political information, and supporting a</p> <p>11 candidate - a particular candidate for that race.</p> <p>12 Q Okay. And when you - and so you - you're</p> <p>13 conducting block walking. Correct?</p> <p>14 A (Witness nodded head up and down.)</p> <p>15 Q When you do that, are you ever using ABL time?</p> <p>16 A No.</p> <p>17 Q So you're always using your not - your - I guess</p> <p>18 that would be your - I think you called it volunteer time</p> <p>19 earlier?</p> <p>20 A Sometimes I actually - and I - I can't recall</p> <p>21 exactly what I did on that day, but I know I didn't use</p> <p>22 ABL time. I mean, I'm really careful about that sort of</p> <p>23 thing.</p> <p>24 So I either - sometimes I purposely put</p> <p>25 down vacation, just to demonstrate that I didn't take ABL.</p>	<p>1 A Um hum.</p> <p>2 Q So was this a - a Tweet - can you kind of</p> <p>3 describe, for me, what type of - were you - is this a</p> <p>4 Tweet documenting putting out signs for support of</p> <p>5 candidates?</p> <p>6 A No. It - it wasn't putting out signs.</p> <p>7 It was - we did pay a person to put some</p> <p>8 signs out for Susan King in her area. She ended up losing</p> <p>9 the race, but we supported Susan King for Texas Senate</p> <p>10 position - seat.</p> <p>11 We did not put any signs up. No.</p> <p>12 Q Okay.</p> <p>13 A This was just - I don't know. A political</p> <p>14 advertisement, putting her sign in front of ours, and</p> <p>15 Tweeting it out.</p> <p>16 Q So flipping, the same - same packet, if you flip</p> <p>17 to Page 12? Just kind of several of these, but I'll just</p> <p>18 flip to Page --</p> <p>19 A 12 --</p> <p>20 Q -- 12 --</p> <p>21 A -- of --</p> <p>22 Q -- of this one.</p> <p>23 12 of the same - same - the same exhibit,</p> <p>24 Exhibit 8.</p> <p>25 Just looking at Exhibit - looking at Page</p>

<p style="text-align: right;">Page 149</p> <p>1 12 --</p> <p>2 A I'm not seeing page numbers --</p> <p>3 Q Oh.</p> <p>4 A -- on here. You know what?</p> <p>5 Q I'm sorry.</p> <p>6 A I don't see --</p> <p>7 Q They're at the very bottom.</p> <p>8 A Really?</p> <p>9 Q Yeah. I'm sorry. Yeah. There you are.</p> <p>10 (Indicating) Just at the very --</p> <p>11 A Oh, okay.</p> <p>12 Q Yeah.</p> <p>13 A Sure. I'm sorry.</p> <p>14 Q No problem.</p> <p>15 So just looking at Page 12, there's several</p> <p>16 photos on this page, if you can confirm, of you. You're</p> <p>17 shaking hands. There are several political signs?</p> <p>18 A Yeah.</p> <p>19 Q Okay. So would you say you were endorsing</p> <p>20 political candidates in these photos?</p> <p>21 A Yes.</p> <p>22 Q Okay. Are you using any ABL time, when you're</p> <p>23 doing so, in any of these photos?</p> <p>24 A No.</p> <p>25 Q I know you stated earlier that - when I asked if</p>	<p style="text-align: right;">Page 151</p> <p>1 and beyond my forty hours, is - is what I would say I use</p> <p>2 for any political activity I do.</p> <p>3 And sometimes I even throw up another fire</p> <p>4 wall, like when I'm doing things like testifying at the</p> <p>5 Capitol and the - the - while that issue comes up as a -</p> <p>6 as a - as a bill we were trying to pass, and we were in</p> <p>7 opposition with the City.</p> <p>8 Well, in that case, just to be abundantly</p> <p>9 clear, just so there was no discussion like this and</p> <p>10 someone asks me how I differentiate my time, I would take</p> <p>11 vacation, during the time I was testifying, because even</p> <p>12 though I don't think I'm under this provision, in the</p> <p>13 contract, it says, "Other people, under ABL, should -</p> <p>14 can't testify against a City issue at the State leg," or</p> <p>15 something to that effect, so I would take vacation time,</p> <p>16 during that time, just to be abundantly clear that I</p> <p>17 wasn't doing it.</p> <p>18 Q (Ms. O'Neill) Just to kind of follow up on</p> <p>19 this.</p> <p>20 If - if you aren't having a way - if you're</p> <p>21 not - if there is not a way that you're - basically</p> <p>22 calculating how much time you're spending not on ABL, but</p> <p>23 you know that you're working more than your forty hours a</p> <p>24 week of ABL, how do you determine that you're working the</p> <p>25 forty hours of ABL, versus working what hours outside of</p>
<p style="text-align: right;">Page 150</p> <p>1 you knew whether or not you were on ABL time, you said</p> <p>2 that you worked - you have a - you have your - your</p> <p>3 schedule, and - and from Monday through Thursday, you have</p> <p>4 ten hour blocks that are blocked off on your - on your</p> <p>5 calendar.</p> <p>6 How do you know when you're - like, for</p> <p>7 instance, looking at Page 12, when you're supporting</p> <p>8 candidates. You say you're not on ABL time doing these,</p> <p>9 but you're also acting in your capacity as an AFA</p> <p>10 President.</p> <p>11 How do you differentiate that? If - it</p> <p>12 sounds, to me, like - I mean, how would you - how would</p> <p>13 you be able to verify that?</p> <p>14 MS. NOBILE: Objection to the form.</p> <p>15 You can answer.</p> <p>16 A (The Witness) I don't know that I could verify</p> <p>17 it. Just how I differentiate it?</p> <p>18 Oh. I mean, I - like I said earlier, I</p> <p>19 work a lot more hours than forty hours a week, and so</p> <p>20 I - and the time - the way I describe it on my time sheet</p> <p>21 isn't an accurate portrayal of exactly what I'm working on</p> <p>22 a particular - any particular day. And it's not meant to</p> <p>23 be, and that's not the agreement I have with the City.</p> <p>24 It's more to record the time.</p> <p>25 And so the voluntary time I - I give, up</p>	<p style="text-align: right;">Page 152</p> <p>1 ABL?</p> <p>2 A I don't --</p> <p>3 MS. NOBILE: Objection to --</p> <p>4 A (The Witness) -- spend --</p> <p>5 MS. NOBILE: -- the --</p> <p>6 A (The Witness) Oh.</p> <p>7 MS. NOBILE: -- form.</p> <p>8 A (The Witness) I don't spend a lot of time</p> <p>9 trying to determine that.</p> <p>10 You know, I - I believe that, you know,</p> <p>11 this - the constant - the ABL - my use of ABL, is - it</p> <p>12 doesn't prohibit me to lobby, it doesn't prohibit me to do</p> <p>13 political activities, as long as it's within the law and</p> <p>14 it's - and I'm not violating - well, from the law, or for</p> <p>15 purposes within our organization.</p> <p>16 I would just suggest that I put in a lot</p> <p>17 more hours above ABL, regardless, and so any - many of my</p> <p>18 activities could be in that category, just as well.</p> <p>19 I'm not - I'm not writing them down,</p> <p>20 but --.</p> <p>21 So there's two things I would say to that:</p> <p>22 One is I work many more hours than forty.</p> <p>23 And the other one is the conversation at</p> <p>24 the table with the chief negotiator and the City, I am</p> <p>25 allowed to do lobbying while I'm on ABL.</p>

<p style="text-align: right;">Page 153</p> <p>1 So we could frame it either way. Either</p> <p>2 way it's a lawful activity that should not be an issue,</p> <p>3 as far as I'm - as far as I know.</p> <p>4 Q Yeah.</p> <p>5 You mentioned earlier that for some of the</p> <p>6 posts there - this is - you have a password to this</p> <p>7 Twitter feed. There have been a couple of instances where</p> <p>8 you have had a consultant come in and assist with the</p> <p>9 Twitter posts. Correct?</p> <p>10 A Yes.</p> <p>11 Q Okay. Are any posts done - any of those posts -</p> <p>12 and I - I'm sure it would probably be difficult to go in</p> <p>13 and figure out, at this point - are you - when those posts</p> <p>14 were made, were those done on behalf of AFA?</p> <p>15 A Yes.</p> <p>16 Q Okay. So any posts that were in here, that</p> <p>17 would have been done by the consultant, those would have</p> <p>18 been approved by AFA.</p> <p>19 A In a sense, yes. Either they're approved</p> <p>20 directly, where he sent an infographic to me and said, "Is</p> <p>21 it okay to post this?" And he wouldn't say to Twitter,</p> <p>22 but he was just basically giving approval to post an</p> <p>23 infographic. And then he might post it in Facebook,</p> <p>24 Twitter, and maybe some other places. I'm not sure.</p> <p>25 But then, occasionally, he would reTweet,</p>	<p style="text-align: right;">Page 155</p> <p>1 Could we just take two minutes? And I want</p> <p>2 to go over my notes.</p> <p>3 (Recess from 1:01 p.m. to 1:12 p.m.)</p> <p>4</p> <p>5 EXAMINATION</p> <p>6 QUESTIONS BY MS. NOBILE:</p> <p>7 Q I just have a few follow-up questions.</p> <p>8 Are you, as the Association President,</p> <p>9 bound by the Collective Bargaining Agreement, when you're</p> <p>10 on ABL?</p> <p>11 A I am.</p> <p>12 Q Okay. Currently, does the Fire Department give</p> <p>13 any Fire Department employees performance reviews -</p> <p>14 reviews?</p> <p>15 A Currently they don't.</p> <p>16 Q Okay. And do you work more than forty hours a</p> <p>17 week, in your capacity as Association President, on</p> <p>18 activities other than lobbying, Tweeting, political</p> <p>19 activities?</p> <p>20 A Yes.</p> <p>21 Q Okay. What does the Union present - what does</p> <p>22 the Association present at cadet training?</p> <p>23 A I'm sorry. What?</p> <p>24 Q What does the Association present? There were</p> <p>25 some questions about the cadet training.</p>
<p style="text-align: right;">Page 154</p> <p>1 or - or respond to a post. I'm really thinking more of</p> <p>2 Facebook, in this case, rather than Twitter, but</p> <p>3 if somebody said something like, "We saw your message, and</p> <p>4 we did write a letter to Council on - on behalf of</p> <p>5 Carrie," he might get in there and say, "We thank you for</p> <p>6 sending the letter. It was very meaningful you did that."</p> <p>7 And so that I wouldn't approve, other than</p> <p>8 I gave him permission to interact that way.</p> <p>9 But if there was like a graphic, then it</p> <p>10 was - definitely gone through some sort of approval</p> <p>11 process, where I took a look at it first.</p> <p>12 Q Okay. What is the purpose behind the Twitter</p> <p>13 feed that you - that you maintain here?</p> <p>14 A The purpose behind the Twitter feed, in general?</p> <p>15 Q Yes.</p> <p>16 A My purpose is a lot of political figures and</p> <p>17 media seem to use Twitter. I think the general population</p> <p>18 does, too, but it seems to be a really good platform for</p> <p>19 keeping in contact with people in the media and - and</p> <p>20 other political figures.</p> <p>21 Q Okay.</p> <p>22 MS. O'NEILL: I'll pass the Witness.</p> <p>23 (Witness passed at 1:00 p.m.)</p> <p>24 MS. NOBILE: Okay. We may have a few quick</p> <p>25 follow-ups.</p>	<p style="text-align: right;">Page 156</p> <p>1 A Oh.</p> <p>2 Q What does the Union present at those - at those</p> <p>3 trainings?</p> <p>4 A In the contract, we have four hours to address</p> <p>5 the cadets, and so we address - we present to them - I</p> <p>6 usually do this presentation - what the Union offers.</p> <p>7 We explain it's a right-to-work State.</p> <p>8 They don't have to join.</p> <p>9 We explain the whole - what Civil Service</p> <p>10 law is. They understand that they're working under that,</p> <p>11 whether they're a member or not. They understand what the</p> <p>12 contract is, and - and how it operates, and how you can -</p> <p>13 you know, we go through the grievance process to - very,</p> <p>14 very briefly, but they have an understanding, then, of -</p> <p>15 of how they interact with the contract and the grievance</p> <p>16 process, whether they're a member or not.</p> <p>17 They are told about the various</p> <p>18 501(c)(3)s that are not part of the Association we</p> <p>19 support, so they'd have the ability to join those, whether</p> <p>20 they are a member - become a member or not.</p> <p>21 So I'm - I'm not going to mislead. I mean,</p> <p>22 the focus of it is to explain the benefits of being a</p> <p>23 member, but there's lots of information they receive that</p> <p>24 goes beyond just becoming a member.</p> <p>25 Q Okay. If you could take a look at - I believe</p>

<p style="text-align: right;">Page 157</p> <p>1 it's Exhibit 5, the spreadsheets of ABL, I believe?</p> <p>2 A Okay. Is this 5? (Indicating)</p> <p>3 Q And it's specifically COA867u?</p> <p>4 A Okay.</p> <p>5 Q You were --</p> <p>6 A Yes.</p> <p>7 Q -- you were also questioned about entries from</p> <p>8 1-16-16. Do you see those four entries that are</p> <p>9 highlighted?</p> <p>10 A Yes.</p> <p>11 Q Looking at that document, were those ABL</p> <p>12 requests related to the Badges Boxing Charity Event</p> <p>13 approved by the City?</p> <p>14 A They were not approved.</p> <p>15 I - I didn't realize that. No. They were</p> <p>16 not approved.</p> <p>17 Q Okay.</p> <p>18 Okay. I don't have anything further from</p> <p>19 you - for you, at this time.</p> <p>20 (Witness passed at 1:14 p.m.)</p> <p>21 MS. NOBILE: Anything else?</p> <p>22 MR. RICHES: We have no Redirect, in light</p> <p>23 of --</p> <p>24 MS. NOBILE: Okay.</p> <p>25 MR. BIRRING: Well, I only have a few</p>	<p style="text-align: right;">Page 159</p> <p>1 (The Reporter asked the Witness to</p> <p>2 speak louder.)</p> <p>3 A (The Witness) I said I believe the City</p> <p>4 proposed it, but I'm not certain.</p> <p>5 Q (Mr. Birring) But the final language, would it</p> <p>6 be accurate to say that neither the City nor the AFA wrote</p> <p>7 it on its own? That it was the result of an agreement</p> <p>8 between the two parties?</p> <p>9 A I would - yeah. I would most definitely say it</p> <p>10 was a result of an agreement. There was some back and</p> <p>11 forth. Yes.</p> <p>12 Q Well, the entire Collective Bargaining Agreement</p> <p>13 is written by both the City and AFA together. Is that --</p> <p>14 A That's --</p> <p>15 Q -- accurate?</p> <p>16 A -- correct.</p> <p>17 Q Okay. That's all.</p> <p>18 (Witness passed at 1:16 p.m.)</p> <p>19 MR. RICHES: No questions, in light of</p> <p>20 those.</p> <p>21 * * * * *</p> <p>22 (The Certified Shorthand Reporter JUDY A.</p> <p>23 COUGHENOUR JOHNSON hereby states that</p> <p>24 Exhibit Nos. 7 through 9 were marked</p> <p>25 during the deposition, and the originals</p>
<p style="text-align: right;">Page 158</p> <p>1 questions for Chief Nicks.</p> <p>2 (The Reporter asked Mr. Birring to</p> <p>3 speak louder.)</p> <p>4 MR. BIRRING: Oh. Sorry.</p> <p>5 A (The Witness) Yeah. For me, too.</p> <p>6 MR. BIRRING: I'm sorry.</p> <p>7</p> <p>8 EXAMINATION</p> <p>9 QUESTIONS BY MR. BIRRING:</p> <p>10 Q Thank you, Chief Nicks.</p> <p>11 So - and I'm Sameer Birring, representing</p> <p>12 the City of Austin in this case.</p> <p>13 Have you seen Exhibit 2 before? Is that --</p> <p>14 A Yes.</p> <p>15 Q -- right?</p> <p>16 And we've spent a lot of time today talking</p> <p>17 about Article 10.</p> <p>18 The language in Article 10, of the</p> <p>19 Collective Bargaining Agreement, who wrote that language?</p> <p>20 A I believe the City proposed it.</p> <p>21 Q Okay.</p> <p>22 A I'm not certain on that, but I believe the City</p> <p>23 proposed it.</p> <p>24 Q So the --</p> <p>25 MR. BIRRING: I'm sorry.</p>	<p style="text-align: right;">Page 160</p> <p>1 are attached to the original transcript</p> <p>2 of the deposition.)</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Page 161	Page 163
1 CHANGES AND SIGNATURE	1 CAUSE NO. D-1-GN-16-004307
2 WITNESS NAME: BOB NICKS	2 MARK PULLIAM; JAY WILEY,) IN THE DISTRICT COURT
3 DATE TAKEN: OCTOBER 30, 2018	3)
4 PAGE LINE CHANGE REASON	3 PLAINTIFFS)
5 _____	4 AND)
6 _____	5 TEXAS,)
7 _____	6 INTERVENOR-PLAINTIFF,)
8 _____	6) 419TH JUDICIAL DISTRICT
9 _____	7 VS.)
10 _____	8 CITY OF AUSTIN, TEXAS;)
11 _____	8 ELAINE HART, IN HER)
12 _____	9 OFFICIAL CAPACITY AS CITY)
13 _____	9 MANAGER OF THE CITY OF)
14 _____	10 AUSTIN,)
15 _____	11 DEFENDANTS) TRAVIS COUNTY, TEXAS
16 _____	12 *****
17 _____	13 REPORTER'S CERTIFICATION
18 _____	14 DEPOSITION OF BOB NICKS
19 _____	15 OCTOBER 30, 2018
20 _____	16 *****
21 _____	17 I, JUDY A. COUGHENOUR JOHNSON, a Certified
22 _____	18 Shorthand Reporter in and for the State of Texas, do
23 _____	19 hereby certify to the following:
24 _____	20 THAT the Witness, BOB NICKS, was duly sworn by the
25 _____	21 officer, and that the transcript of the oral deposition is
	22 a true record of the testimony given by the Witness;
	23 THAT the deposition transcript was submitted on
	24 November 15, 2018 to the attorney for Intervenor Austin
	25 Fire Fighters Assoc., Local 975 for examination,
Page 162	Page 164
1 _____	1 signature, and return to JUDY A. COUGHENOUR & ASSOCIATES,
2 _____	2 8109 Asmara Drive, Austin, Texas, 78750, by December 5,
3 _____	3 2018.
4 _____	4 THAT the amount of time used by each party at the
5 I, BOB NICKS, have read the foregoing deposition	5 deposition is as follows:
6 and hereby affix my signature that the same is true and	6 JONATHAN RICHES - (2 hour 17 minutes)
7 correct, except as noted above.	7 HALEY O'NEILL - (23 minutes)
8 _____	8 SAMEER S. BIRRING - (1 minute)
9 _____	9 DIANA J. NOBILE - (2 minutes)
10 BOB NICKS	10 THAT \$805.93 is the deposition officer's charges
11 STATE OF _____	11 for preparing the original deposition transcript and any
12 COUNTY OF _____	12 copies of exhibits, charged to Plaintiffs.
13 BEFORE ME, _____, on this	13 THAT pursuant to information given to the
14 day personally appeared BOB NICKS, known to me or proved	14 deposition officer at the time said testimony was taken,
15 to me, under oath, identity card, or other document, to be	15 the following includes all parties of record:
16 the person whose name is subscribed to the foregoing	16 For Plaintiffs:
17 document and acknowledged to me that the same was executed	17 SCHARF-NORTON CENTER FOR CONSTITUTIONAL
18 for the purposes and consideration therein expressed.	17 LITIGATION AT THE GOLDWATER INSTITUTE
19 GIVEN under my hand this ____ day of _____,	18 BY: JONATHAN RICHES
20 2018.	18 500 East Coronado Road
21 _____	19 Phoenix, AZ 85004
22 NOTARY PUBLIC IN AND FOR THE	20 For Intervenor-Plaintiff:
23 STATE OF _____	21 OFFICE OF THE ATTORNEY GENERL
24 MY COMMISSION EXPIRES ON:	21 BY: HALEY O'NEILL
25 _____	22 P. O. Box 12548
	22 Austin, TX 78711-2548
	23 PH: (512) 475-4094
	24 e-mail: Haley.oneill@oag.texas.gov
	25

Page 165

1 For Defendants:

2 CITY OF AUSTIN LAW DEPARTMENT
3 BY: SAMEER S. BIRRING
4 P. O. Box 1546
5 Austin, TX 78767-1546

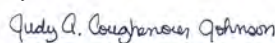
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6 WOODLEY & MCGILLIVARY
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8 1101 Vermont Avenue, N.W., Suite 1000
9 Washington, D.C. 20005

10 I further certify that I am neither Counsel for,
11 related to, nor employed by any of the parties in the
12 action in which this proceeding was taken, and further,
13 that I am not financially or otherwise interested in the
14 outcome of the action.

15 Further Certification requirements, pursuant to
16 Rule 203 of TRCP, will be certified to after they have
17 occurred.

18 SWORN TO by me this 14th day of November, 2018.

19 
20 JUDY A. COUGHENOUR JOHNSON
21 TEXAS CSR NO. 1198
22 EXPIRATION DATE: 12/31/18
23 8109 Asmara Drive
24 Austin, Texas 78750
25 PH: (512) 346-4707

Page 166

1 CERTIFICATION UNDER TRCP RULES

2
3 The original deposition was / was not returned to
4 the deposition officer on December 5, 2018.


5 If returned, the attached Changes and Signature
6 page contains any changes and the reasons therefor:
7 Attached / not attached.

8 If returned, the original deposition was delivered
9 to JONATHAN RICHES, Custodial Attorney.

10 That \$805.93 is the deposition officer's charges to
11 Plaintiffs for preparing the original deposition
12 transcript and any copies of exhibits.

13 That the deposition was delivered in accordance
14 with Rule 203.3, and that a copy of this certificate was
15 served on all parties shown herein and filed with the
16 Clerk.

17 Certified to by me this ____ day of _____,
18 2018.

19
20 
21 JUDY A. COUGHENOUR JOHNSON
22 Texas CSR No. 1198
23 Expiration Date: 12/31/18
24 JUDY A. COUGHENOUR & ASSOCIATES
25 FIRM REGISTRATION NO. 329
8109 Asmara Drive
Austin, Texas 78750
PH: (512) 346-4707

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

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

1 APPEARANCES (CONTINUED)

2 For Defendants:

3 CITY OF AUSTIN LAW DEPARTMENT
 BY: SAMEER S. BIRRING
 - AND -
 4 HANNAH M. VAHL
 P. O. Box 1546
 5 Austin, TX 78767-1546
 PH: (512) 974-3042
 e-mail: Sameer.birring@austintexas.gov

7 For Intervenor Austin Fire Fighters Assoc., Local 975:

8 WOODLEY & MCGILLIVARY
 BY: JOHN W. STEWART
 9 1101 Vermont Avenue, N.W.
 Suite 1000
 10 Washington, D.C. 20005
 PH: (202) 833-8855
 e-mail: Jws@wmlaborlaw.com

12 Also Present:

13 Aaron Woolverton

14 Reported By:

15 JUDY A. COUGHENOUR & ASSOCIATES
 BY: JUDY A. COUGHENOUR JOHNSON
 16 8109 Asmara Drive
 Austin, TX 78750
 PH: (512) 346-4707
 e-mail: Jude@prodigy.net

18 *****

19 STIPULATIONS

20

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

23 THAT the deposition of RONNELLE PAULSEN is taken
 24 pursuant to Notice;

25 THAT all objections will be made pursuant to the

Judy A. Coughenour & Associates

1 machine shorthand at AUSTIN CITY HALL, 301 West Second
 2 Street, Austin, Texas, pursuant to the Texas Rules of
 3 Civil Procedure and the provisions stated on the record or
 4 attached herein.

5 *****

6 APPEARANCES

7 For Plaintiffs:

8 SCHARF-NORTON CENTER FOR CONSTITUTIONAL
 LITIGATION AT THE GOLDWATER INSTITUTE
 9 BY: JONATHAN RICHES
 500 East Coronado Road
 10 Phoenix, AZ 85004
 PH: (602) 256-4000
 e-mail: Jriches@goldwaterinstitute.org

12 - AND -

13 TEXAS PUBLIC POLICY FOUNDATION
 BY: ROBERT HENNEKE
 14 901 Congress Avenue
 Austin, TX 78701
 PH: (512) 472-2700
 e-mail: Rhenneke@texaspolicy.com

16 For Intervenor-Plaintiff:

17 OFFICE OF THE ATTORNEY GENERAL
 BY: HALEY O'NEILL
 18 P. O. Box 12548
 Austin, TX 78711-2548
 PH: (512) 475-4094
 e-mail: Haley.oneill@oag.texas.gov

21

22

23

24

25

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1 Texas Rules of Civil Procedure;

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

10 *****

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23 *****

24

25

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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

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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?

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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.

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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

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1 representative, attending dispute resolution, speaking to
 2 cadets, and then attending various work meetings,
 3 including the labor management initiative, the hiring
 4 process oversight committee, cadet oversight process.
 5 Committee meetings, basically.

6 Q (Mr. Riches) Does it also include lobbying and
 7 political activities, to your knowledge?

8 A It could also include that.

9 Q And certain nonprofit or charitable activities?

10 A Yes.

11 Q Is there any limitations to what it includes?

12 A They are --

13 MR. BIRRING: Objection. Form.

14 MR. STEWART: The same objection.

15 A (The Witness) They are, as to - as B2, in this
 16 section of Article 10 states, they are not allowed to do
 17 legislative or political activities unless those
 18 activities relate to specific topics, like wages, rates of
 19 pay, employment --

20 Q (Mr. Riches) Now --

21 A -- conditions of work.

22 Q -- now Section 1B2 refers to Authorized
 23 Association Representatives.

24 A Um hum.

25 Q Do those limitations also apply to the AFA

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1 Q (Mr. Riches) I'm asking if he's prohibited from
 2 performing any activities, under Article 10.

3 MR. BIRRING: Objection to form.

4 MR. STEWART: The same.

5 A (The Witness) I'm still uncertain as to the
 6 types of activities you're referring to.

7 Q (Mr. Riches) That's what I'm asking about.

8 Are there any prohibitions placed on Chief
 9 Nicks, while he's using ABL?

10 MR. STEWART: Objection. Form.

11 MR. BIRRING: Objection. Form.

12 Q (Mr. Riches) In terms of the activities that
 13 Chief Nicks can engage in.

14 MR. STEWART: Objection. Form.

15 A (The Witness) The - not in the Collective
 16 Bargaining Agreement. No.

17 Q (Mr. Riches) Are there other limitations or
 18 prohibitions placed on Chief Nicks, while using ABL by the
 19 City?

20 A He is bound by the same General Orders as the
 21 rest of the fire fighters and most of the civilian
 22 employees at the Austin Fire Department.

23 Q Chief Nicks is bound by the same rules and
 24 regulations that would govern other Austin fire fighters
 25 --

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1 President?

2 A They are not written that way, in this
 3 agreement, but I think the spirit of the agreement is he
 4 also tends to follow those.

5 Q Do --

6 A It's --

7 Q -- let me --

8 A -- it's --

9 Q -- clarify.

10 Is there any other City policy that --

11 A No.

12 Q I'll let - let me --

13 A Okay.

14 Q -- finish the question.

15 Is there any City policy that says that
 16 Chief Nicks is limited in the same way that Authorized
 17 Association Representatives are limited from using ABL in
 18 1B2?

19 A No.

20 Q Is Chief Nicks prohibited from performing any
 21 activities under Article 10?

22 MR. BIRRING: Objection. Form.

23 MR. STEWART: The same objection.

24 A (The Witness) What particular activities are
 25 you referring to?

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1 A (Witness nodded head up and down.)

2 Q -- as they're performing their official duties?
 3 Is that --

4 A Yes.

5 Q -- correct? Okay.

6 How do you - well, let's actually - let's
 7 look at Section 2B.

8 It looks like the City of Austin provides
 9 5,600 hours of ABL, plus an additional thousand hours to
 10 be carried over for ABL. Is that correct?

11 A Fifty-six is automatic each year, and then their
 12 balance from the previous year, if it exceeds 1,000, will
 13 go over as a thousand. If it's less than a thousand, it
 14 will go over as that lower number.

15 Q And the City funds that pool of hours?

16 A Yes.

17 Q The AFA provides no funding for that pool. Is
 18 that --

19 A Correct.

20 Q -- correct?

21 A (Witness nodded head up and down.)

22 Q When we're talking about ABL hours, do they
 23 refer to any given fire fighter's working hours for use of
 24 ABL?

25 MR. BIRRING: Objection. Form.

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1 MR. STEWART: The same objection.
2 A (The Witness) I - could you rephrase that,
3 please?
4 Q (Mr. Riches) When a Austin fire fighter uses
5 ABL, if he or she uses one hour of ABL, would that be one
6 working hour that the fire fighter would use for his or
7 her other duties, whatever they were?
8 A Yes.
9 It would be when they - during their
10 regularly scheduled work hours.
11 Q How does the City determine a fire fighter's
12 hourly wage?
13 A It's in a set of scales that are at the back of
14 the Collective Bargaining Agreement. It is based on their
15 select - longevity, their seniority, and their rank.
16 Q So if a senior fire fighter, who has been in
17 longer, is using ABL, that that would cost the City more
18 than a junior fire fighter, who has not been in very long?
19 A Yes.
20 Q Okay. I want to show you what has previously
21 been marked Exhibit 4.
22 And I think you should have that in front
23 of you.
24 And if you could turn to COA 18? That's
25 just a point of reference.

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1 What was your other question?
2 Q Oh. I'll follow up on that one, actually.
3 So it looks like the Association
4 President - in this case, Chief Nicks - does not have his
5 hours broken out as to the particular use. Is that
6 correct?
7 A Correct.
8 Q Is there any other measure or accounting that
9 the City utilizes that measures how Chief Nicks uses his
10 hours?
11 A He --
12 MR. BIRRING: Objection. Form.
13 A (The Witness) -- he fills out a time sheet,
14 which would indicate his exception timekeeping, as was
15 mentioned earlier by the previous witness - witnesses.
16 But if he is in need of sick leave or
17 vacation leave, that would show up on his time sheet.
18 Q (Mr. Riches) So what are the categories of time
19 that he can report?
20 A Sick, vacation, exception vacation. There -
21 should he have a death in the family, it might go down as
22 a - a type of administrative leave.
23 If - if there was - we have weather events
24 that sometimes we code as special codes to reflect people
25 not being able to get in to work.

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1 It looks like ABL hours, and the Hours by
2 Reason section is broken out in to different uses --
3 A (Witness nodded head up and down.)
4 Q -- by the fire fighter using ABL? Is that your
5 understanding of this report here?
6 A Yes.
7 Q And then, on the right, you have an Hours by
8 Person section, and that is the Authorized Association
9 Representative who used ABL for some particular purpose.
10 Is that also correct?
11 A Yes.
12 Q Now Chief Nicks' time is not reflected by Hours
13 by Reason. Is that also correct?
14 A Yes.
15 Q Is there anything, outside of these reports,
16 that --
17 A I --
18 Q -- measure how Chief Nicks uses his time?
19 A I'm sorry. I spoke - I misspoke.
20 There is an Association President category,
21 under Hours by Reason.
22 So technically, it is in that block of
23 explanation.
24 Q Um hum.
25 A I'm sorry.

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1 There are a variety of categories.
2 Q So in addition to the categories you just
3 outlined, is the only other category ABL, or Association
4 Business Leave?
5 A No. There are others that I did not mention.
6 There is - there is a - there's a variety
7 of categories that all employees use --
8 Q Okay.
9 A -- at - when the time - when the - the use is
10 appropriate.
11 Q Okay. For his use of ABL, how does he report
12 that?
13 A That time is his - sort of his regular time.
14 His base time.
15 And that is generally reported as four
16 ten-hour days, Monday through Thursday.
17 Q How does he report that?
18 A He places it on a spreadsheet within our
19 timekeeping system.
20 It happens to be on the same spreadsheet
21 that my time reporting is on.
22 And then Chief Dodds approves that, and our
23 timekeepers forward it to the payroll people.
24 Q Is that on a weekly basis?
25 A Yes.

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1 Q Does he provide any other reports, in terms of
2 how he uses ABL, apart from that timesheet?

3 A No. To my knowledge.

4 Q For the other Authorized Association
5 Representatives, if you look at Exhibit 4, it has Hours by
6 Person.

7 Do each of these individuals, who are using
8 ABL, have a different pay scale?

9 A The - the persons who have the same rank and the
10 same tenure would have the same --

11 Q The same?

12 A -- pay scale, but other than that, they would
13 probably have varying pay scales.

14 Q So if we wanted to estimate what ABL was costing
15 the City of Austin, we would need to know the pay scales
16 for each of the individual fire fighters identified under
17 the Hours by Person block?

18 A Correct.

19 MR. BIRRING: Objection. Form.

20 MR. STEWART: The same objection.

21 A (The Witness) Correct.

22 Q (Mr. Riches) And then I assume you would
23 multiply those hours by whatever that particular fire
24 fighter's rate of pay was, pursuant to the pay scale?

25 A Yes.

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1 regard to promotions, or hiring, or - or drug screening.

2 So there are a lot of intangible benefits
3 that come from the inclusion of this article.

4 In terms of the activities that occur under
5 ABL, there are issues that increase morale that could come
6 from this. There are benefits to members within the
7 Department. There are - that - it - it contributes
8 significantly to the decision-making process in the
9 Department.

10 Q Has the City ever conducted any studies or
11 reports to ascertain what the value of those indirect
12 benefits are?

13 A The City has not.

14 Q How does the City know that it's deriving
15 benefit, if it doesn't measure it?

16 MR. BIRRING: Objection to form.

17 Q (Mr. Riches) Let me - let me rephrase.
18 What obligations, if any, are put in place
19 to ensure that ABL is providing the benefits you
20 highlighted?

21 A (The Witness) One of the --

22 MR. STEWART: Objection.

23 A (The Witness) -- activities --

24 MR. STEWART: Form.

25 Sorry. You can answer it.

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1 I might add that in - in addition to their
2 base pay, there are other elements of pay that could make
3 that vary. There's certification pay. They may have
4 approached - approached the threshold for overtime pay.
5 Things like that.

6 So it is more complicated than their base
7 pay, time this number - times this number of hours.

8 Q Is there any - can you identify any monetary
9 benefits that the City receives, in exchange for ABL
10 hours?

11 MR. BIRRING: Objection. Form.

12 A (The Witness) Monitory (sic.) meaning financial
13 benefits?

14 Q (Mr. Riches) Correct.

15 A No. I cannot think of any financial benefit
16 that comes in as a direct consequence.

17 Q Of ABL.

18 A Of ABL.

19 Q What are other benefits, if any, that the City
20 derives, in exchange for ABL hours?

21 A There are - there are many.

22 The - the ABL hours are a part of all of
23 the articles in the Collective Bargaining Agreement.

24 It's a - a package, as we call it. That
25 for that, it may have been bargained to get something with

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1 A (The Witness) Okay.

2 One of the activities I mentioned was the
3 oversight committees. One is for hiring. Another is for
4 cadets. There's attendance of those members on ABL at
5 those oversight committees.

6 Their perspective adds to the process.
7 Sometimes they see things slightly different than the
8 chain of command or the other representatives, the
9 management representatives, who sit on those committees.

10 So there is a consequence there, for
11 example.

12 Q (Mr. Riches) Okay. Turning back to Exhibit 1,
13 which is the Collective Bargaining Agreement.

14 Is there anything, in Article 10, that
15 requires the AFA President to perform specific activities
16 for the City?

17 A No.

18 MR. BIRRING: Objection to form.

19 MR. RICHES: The same objection.

20 Q (Mr. Riches) Is there anything, in Article 10,
21 that obligates the other Authorized Association
22 Representatives to perform specific activities for the --

23 MR. BIRRING: Objection to --

24 Q (Mr. Riches) -- City?

25 MR. BIRRING: -- form.

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1 MR. STEWART: Objection.
2 The same.
3 A (The Witness) When you say obligates, what are
4 you asking for?
5 Q (Mr. Riches) Is there anything in the agreement
6 that requires - and let's start with Chief Nicks.
7 Is there anything in the agreement that
8 requires Chief Nicks to perform specific activities for
9 the City --
10 MR. BIRRING: Objection.
11 Q (Mr. Riches) -- while --
12 MR. BIRRING: -- as to --
13 Q (Mr. Riches) -- using --
14 MR. BIRRING: -- form.
15 Q (Mr. Riches) -- ABL?
16 MR. BIRRING: Objection to form.
17 MR. STEWART: The same.
18 A (The Witness) No.
19 Q (Mr. Riches) Is there anything, in Article 10,
20 that requires other Authorized Association Representatives
21 to perform specific activities for the City, while using
22 ABL?
23 MR. BIRRING: Objection. Form.
24 MR. STEWART: The same. The same
25 objection.

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1 Once they are approved for that leave, they
2 have to show up and participate the way they described it
3 in the request for leave.
4 Q Is there anything that requires them to perform
5 the ABL activity at all, prior to approval?
6 MR. STEWART: Objection.
7 MR. BIRRING: Objection --
8 MR. STEWART: Form.
9 MR. BIRRING: -- to form.
10 A (The Witness) Because the ABL is only generated
11 by their request, I'm not sure I understand your question.
12 Q (Mr. Riches) Must a fire fighter - does the
13 City of Austin require a fire fighter to request ABL for
14 any particular purpose?
15 MR. BIRRING: Objection --
16 MR. STEWART: Objection. Form.
17 MR. BIRRING: -- to form.
18 A (The Witness) Okay. If a fire fighter is going
19 to assist another fire fighter in a grievance, perhaps, as
20 their representative, the City doesn't - it - it is a - it
21 is a practice, but I guess it is not a requirement, to use
22 that form of leave for that activity. A pattern of past
23 practice, I guess I'd say.
24 Q (Mr. Riches) I'll ask specific examples.
25 Does the City require any Austin fire

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1 A (The Witness) While it's not written in Article
2 10, there are expectations of fire employees to follow
3 through and do the things that they say they're going to
4 do, using ABL.
5 So if they do not follow through and do
6 what they said they were going to do with ABL, there would
7 be consequences, by virtue of those General Orders I
8 mentioned earlier.
9 Q (Mr. Riches) You're referring - are you, in
10 that answer, referring to Authorized Association
11 Representatives only, or also to --
12 A Primarily --
13 Q -- to --
14 A -- authorized Association members. Yes.
15 Q Okay. So the - the question is, is - as I
16 understand your answer - once ABL has been approved for a
17 particular use --
18 A Um hum.
19 Q -- the fire fighter that is using ABL has to use
20 it for that purpose, or there could be consequences. Is
21 that --
22 A Yes.
23 Q -- correct?
24 A Yes.
25 In essence, it's a contract.

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1 fighter to use ABL to represent another fire fighter at a
2 grievance proceeding?
3 A No.
4 Q Does the City require a AFA member to use ABL to
5 address cadet classes?
6 A During the time that is designated for the Union
7 presentation, if they are on duty, yes. They'd be
8 required to use ABL.
9 Q So the City requires the fire fighter actually
10 take --
11 A As --
12 Q -- ABL?
13 A -- as they're representing the Union in the
14 presentation about Union business, it - that would be the
15 leave they should take.
16 Q Could they - could the - could an individual not
17 request the leave, to address a cadet class?
18 MR. BIRRING: Objection to form.
19 A (The Witness) They would need to substitute -
20 if they were on duty? They would need to substitute a
21 different form of leave, like vacation or sick.
22 Q (Mr. Riches) Does the City direct any fire
23 fighter to use ABL to engage in collective bargaining?
24 MR. STEWART: Objection.
25 MR. BIRRING: Objection.

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1 MR. STEWART: Form.
2 MR. BIRRING: Form.
3 A (The Witness) No.
4 But, again, it's a pattern of past practice
5 that if it is their regular assigned time, and they are
6 present at collective bargaining representing the
7 Association, that that is the type of leave that would -
8 that would reflect their activity.
9 Q (Mr. Riches) Okay. Does the City direct the -
10 direct any fire fighter to use ABL to attend Union
11 conferences or meetings?
12 MR. BIRRING: Objection. Form.
13 MR. STEWART: The same objection.
14 A (The Witness) If they were on duty, they would
15 have to use their own personal sick or vacation leave.
16 If - if - they could choose to use their
17 personal - personal, sick, or vacation leave.
18 Q (Mr. Riches) Does the City require that
19 office - that fire fighters attend Union conferences or
20 meetings?
21 A Could you be more specific? The conferences
22 versus meetings?
23 Q Does the City impose any requirement on
24 individual fire fighters to attend conferences?
25 MR. BIRRING: Objection to form.

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1 MR. STEWART: Objection. Form.
2 A (The Witness) To object the way ABL is being
3 used.
4 I assume, not being sworn, I assume that
5 they could file a grievance if they felt someone was
6 misusing ABL.
7 Q (Mr. Riches) What if someone was using ABL in
8 accordance with Article 10, but a fire fighter didn't like
9 the use it was being put to? Could a fire fighter file a
10 grievance under that scenario?
11 MR. BIRRING: Objection. Form.
12 A (The Witness) I don't know.
13 Q (Mr. Riches) Do you know what the total cost of
14 the Collective Bargaining Agreement is, to the City of
15 Austin?
16 MR. STEWART: Objection.
17 MR. BIRRING: Objection to form.
18 MR. STEWART: The same objection.
19 A (The Witness) Total cost is a - is a
20 perception.
21 There is money that's put in to our budget
22 to do the incremental increases that might occur, as a
23 contract is negotiated.
24 There is money that could be assumed is
25 related to the contract, because it's related to wages and

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1 A (The Witness) Conferences? No.
2 Q (Mr. Riches) Does the City impose any
3 requirement on fire fighters to attend Union meetings?
4 MR. BIRRING: Objection. Form.
5 A (The Witness) Union meetings? No.
6 Q (Mr. Riches) Okay. Does the City impose any
7 requirement on Austin fire fighters to engage in what's
8 characterized as Other Association Business, that's
9 outlined in Exhibit 4?
10 MR. BIRRING: Objection to --
11 MR. STEWART: Object to --
12 MR. BIRRING: -- form.
13 MR. STEWART: -- form.
14 A (The Witness) There are articles in the CBA
15 that describe the oversight committee process, and they
16 require - require membership from the Union attend those
17 oversight meetings for that process to work.
18 So those are the areas that I would see the
19 City requiring the other half, the AFA, to be a
20 participant, or the - or the oversight committee wouldn't
21 exist.
22 Q (Mr. Riches) Is there any mechanisms, either in
23 the contract, or through other City policies or
24 procedures, that allow fire fighters to object to the way
25 ABL is being used?

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1 certifications.
2 So I would - without clarification of what
3 version or what perception you're looking for - it would
4 be difficult for me to give you a number.
5 Q (Mr. Riches) Would you be able to estimate the
6 total cost, to the City of Austin, of providing its fire
7 fighting and emergency medical response services?
8 MR. BIRRING: Objection to form.
9 A (The Witness) I can't give you emergency
10 medical, because they are a different department.
11 The Fire Department has an overall budget
12 of roughly \$195 million.
13 Of that amount, we estimate that
14 ninety-three to ninety-five percent is salary and
15 benefits. The remainder - the remainder is contracts, and
16 contractuals, and - and supplies. Those kinds of things.
17 Q (Mr. Riches) Of the hundred and ninety-five
18 million, is that - is that per year?
19 A That's our - our more recent budget.
20 Q Okay.
21 A Yeah.
22 I think this year it's actually one
23 ninety-seven. It increased a little.
24 Q Do you know what the overall cost of ABL is to
25 the Fire Department?

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1 MR. BIRRING: Objection to form.
2 MR. STEWART: The same objection.
3 A (The Witness) Again, that would have to be
4 defined by someone else for me to give you numbers to go
5 with it.
6 It could be all salary and benefits, or it
7 could be the incremental cost for that particular time.
8 I don't have a definition for how to cost
9 that.
10 Q (Mr. Riches) So as we sit here today, you can't
11 provide an estimate of what the cost to the City is for
12 Association Business --
13 MR. BIRRING: Objection.
14 Q (Mr. Riches) -- Leave?
15 MR. BIRRING: Form.
16 MR. STEWART: The same objection.
17 A (The Witness) Because ABL is a type of
18 timekeeping, and it - it fluctuates, based on who uses
19 that category of - of attributed time, I can't estimate,
20 from one year to the next, how much it's going to cost.
21 Q (Mr. Riches) How does the City budget for it,
22 if it can't estimate what it's going to cost?
23 A Because it's a substitute for their regular
24 time, we can - we can calculate what their regular time
25 would be, over - over the next year.

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1 MR. BIRRING: Can we take a quick break?
2 MR. RICHES: Sure.
3 MR. BIRRING: Yeah.
4 (Recess from 2:35 p.m. to 2:59 p.m.)
5 MR. STEWART: Did you have any questions?
6 MR. BIRRING: I do not.
7 MR. STEWART: Okay.
8
9 EXAMINATION
10 QUESTIONS BY MR. STEWART:
11 Q Well, I just have a couple of questions for you.
12 You testified a little bit about the
13 monetary benefit of Association Business Leave. Do you
14 recall that?
15 A I did.
16 Q And I want to ask you about the contract.
17 Do you have Exhibit - I think this is 2 -
18 in front of you, or the --
19 A Okay. Well --
20 MR. BIRRING: Oh. Yeah.
21 A (The Witness) Oop. There is it. Yes.
22 Q (Mr. Stewart) So - so if you would turn to Page
23 12, which is Article 9?
24 A Yes.
25 Q So this article concerns base wages, and base

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1 This is just how many hours they use for
2 that purpose.
3 And if it's different combinations of
4 people, well, we're - well, we're estimating for the
5 entire Department, and all - all the different ranks, and
6 all the different people. ABL is something that's used by
7 a variety of persons and a variety of ranks with different
8 certifications, with - and in different
9 numbering - differing number of hours, so it's very
10 difficult to estimate in to the future about.
11 Q Do you have an estimate for ABL that has been
12 used by the folks identified in Exhibit 4, over the course
13 of this Collective Bargaining Agreement, what their
14 regular time would cost the City?
15 A I believe the --
16 MR. BIRRING: Objection --
17 A (The Witness) -- estimate --
18 MR. BIRRING: -- to form.
19 A (The Witness) -- I believe the estimate was
20 roughly two hundred to two hundred and fifty thousand, in
21 recent years.
22 Q (Mr. Riches) Is that per year?
23 A Yes.
24 Q That's all the questions we have for now.
25 (Witness passed at 2:35 p.m.)

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1 wage increases, longevity pay, other premium payments
2 along those lines. Is that right?
3 A Correct.
4 Q And they're set at certain levels, based on
5 this - on this article?
6 A Yes.
7 Q And if you could turn to the end of the
8 contract, Page 88? Appendix A-1?
9 A Yes.
10 Q This contains information about pay scales paid
11 to the fire fighters by the City of Austin. Is that
12 right?
13 A Yes.
14 Q And these - these amounts and provisions are
15 settled in contract negotiations? Is that --
16 A Yes.
17 Q -- right?
18 And so if you were to pluck, from the
19 bargaining table, the Association Business Leave
20 provision, would the City have to make additional
21 concessions, in order to do that?
22 A Yes.
23 Q And could those concessions come in the form of
24 reduced benefits, or reduced pay, or reduced numbers in
25 the charts that we just discussed?

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1 MR. RICHES: Objection as to form.
2 Q (Mr. Stewart) I'll - I'll break that down a
3 little bit better.
4 Okay. Withdraw that.
5 Could those concessions come in the form of
6 reduced pay to fire fighters? That's - oh. Excuse me.
7 A (The Witness) If ABL was removed from the
8 contract?
9 Q If - if, at the bargaining table, the City
10 removed the ABL provision that is Article 10 --
11 A Um hum.
12 Q -- would the City have to make additional
13 concessions in negotiations, most likely, if they do that?
14 A Yes. They would have to make concessions.
15 Q And could those concessions come in the form of
16 changes to the wages paid to fire --
17 MR. RICHES: Objection.
18 Q (Mr. Stewart) -- fighters?
19 MR. RICHES: Speculation.
20 A (The Witness) It - it could be, with regard to
21 wages and benefits, but it could also be to a lot of other
22 articles within the bargaining agreement, because they're
23 taken in a totality before it's finished.
24 Q (Mr. Stewart) And wages and benefits are a part
25 of the totality that is negotiated in bargaining -

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1 A (The Witness) -- in my experience with
2 bargaining sessions, over the last six and a half years,
3 there are various articles that are linked more to the
4 Association, and some that are linked more to the City.
5 And yes. I feel that there would be a
6 give-and-take, if ABL was removed from this - from this
7 agreement.
8 Q (Mr. Riches) How do you know that removal of
9 ABL would result in additional benefits, in terms of wages
10 and - and other monetary benefits?
11 A I don't --
12 MR. BIRRING: Objection.
13 A (The Witness) -- know that --
14 MR. BIRRING: Form.
15 A (The Witness) -- it - I don't know that it
16 would lead to changes to wages. That's a possibility.
17 It could lead to other changes in other
18 articles.
19 Q (Mr. Riches) Are you part of the City's
20 bargaining team?
21 A I was another Subject Matter Expert, as - as a
22 member of management, and I have been on bargaining - in
23 bargaining sessions.
24 Q Were you --
25 A Yeah.

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1 bargaining? Is that right?
2 A Yes.
3 Q That's all I have. Thank you.
4 A Thanks.
5 (Witness passed at 3:01 p.m.)
6 MR. RICHES: I do have some. Do you have
7 anything? (Indicating)
8 MR. HENNEKE: Well, it's - it's not their -
9 you passed.
10 MR. BIRRING: Yeah. I lknow. Just for
11 Chief Woolverton, I'll --.
12 And just to be clear, I passed for this
13 Witness.
14 I have some potential questions for Chief
15 Woolverton, as well.
16
17 FURTHER EXAMINATION
18 QUESTIONS BY MR. RICHES:
19 Q So you indicated that ABL was part of a larger
20 contract, and if ABL was withdrawn, you speculated that
21 maybe additional concessions would have to be offered by
22 the City to the AFA? Is that correct?
23 MR. STEWART: Object --
24 A (The Witness) In my --
25 MR. STEWART: -- as to form.

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1 Q -- part of that bargaining team that negotiated
2 this Collective Bargaining Agreement?
3 A For 2017? Yes.
4 Q Were you part of the team as something other
5 than a Subject Matter Expert?
6 A I'm - I don't think there are any other roles
7 for management.
8 Q So do you --
9 A So no.
10 Q So do you view Association Business Leave as
11 part of the overall compensation package that's offered to
12 Austin fire fighters?
13 A Yes.
14 Q Have, to your knowledge, Austin fire fighters
15 given their affirmative consent to have part of their
16 compensation directed to ABL?
17 MR. BIRRING: Objection to form.
18 MR. STEWART: The same objection.
19 A (The Witness) Could you rephrase that?
20 Q (Mr. Riches) Have Austin fire fighters given
21 consent to have a portion of their compensation directed
22 for ABL use?
23 MR. BIRRING: Objection to form.
24 MR. STEWART: The same objection.
25 A (The Witness) In the sense that they voted for

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1 this contract, and that was one element of the contract,
2 that vote could be seen as consent.
3 Q (Mr. Riches) When you say "vote," are you
4 referring only to AFA members?
5 A Yes.
6 Q Do nonmembers get a vote in ratifying a
7 Collective Bargaining Agreement?
8 A I don't believe so, but I'm not a member,
9 myself. I'm not sworn, so --.
10 Q Could non AFA members opt out of funding ABL?
11 A No.
12 MR. BIRRING: Objection.
13 MR. STEWART: Objection.
14 MR. BIRRING: Form.
15 MR. STEWART: Form.
16 A (The Witness) I - it's my understanding that
17 they could not opt out.
18 Q (Mr. Riches) So they could - they would not
19 have a choice? Non AFA members would not have a choice
20 but to have part of their compensation directed for use as
21 ABL?
22 MR. BIRRING: Objection to form.
23 MR. STEWART: The same objection.
24 A (The Witness) Yes. That's my understanding.
25 Q (Mr. Riches) Thanks.

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1 (Witness passed at 3:05 p.m.)
2 A (The Witness) All done with me?
3 MR. BIRRING: I hope. Yeah.
4 A (The Witness) Okay.
5 MR. STEWART: I'm all done.
6 * * * * *
7 (The Certified Shorthand Reporter JUDY A.
8 COUGHENOUR JOHNSON hereby states that
9 no exhibits were marked during the
10 deposition.)
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Costs of Association Business Leave - Fire Department
October 1, 2017 - August 18, 2018

ECLS	JOB_TITLE	EMP_NAME	PPE	Values		City share of Medicare Tax	Cost including Payroll Tax	
				HOURS	AMOUNT			
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			

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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		City share of Medicare Tax	Cost including Payroll Tax
				HOURS	AMOUNT		
		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

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

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

1 APPEARANCES (CONTINUED)

2 For Defendants:

3 CITY OF AUSTIN LAW DEPARTMENT
 BY: SAMEER S. BIRRING
 - AND -
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 10 Washington, D.C. 20005
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12 Also Present:

13 Ronnelle Paulsen

14 Reported By:

15 JUDY A. COUGHENOUR & ASSOCIATES
 BY: JUDY A. COUGHENOUR JOHNSON
 16 8109 Asmara Drive
 Austin, TX 78750
 17 PH: (512) 346-4707
 e-mail: Jude@prodigy.net

18 *****

19 STIPULATIONS

20

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

23 THAT the deposition of AARON WOOLVERTON is taken
 24 pursuant to Notice;

25 THAT all objections will be made pursuant to the

Judy A. Coughenour & Associates

1 Reporter No. 1198, in and for the State of Texas, reported
 2 by machine shorthand at AUSTIN CITY HALL, 301 West Second
 3 Street, Austin, Texas, pursuant to the Texas Rules of
 4 Civil Procedure and the provisions stated on the record or
 5 attached herein.

6 *****

7 APPEARANCES

8 For Plaintiffs:

9 SCHARF-NORTON CENTER FOR CONSTITUTIONAL
 LITIGATION AT THE GOLDWATER INSTITUTE
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13 - AND -

14 TEXAS PUBLIC POLICY FOUNDATION
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17 For Intervenor-Plaintiff:

18 OFFICE OF THE ATTORNEY GENERAL
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21

22

23

24

25

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1 Texas Rules of Civil Procedure;

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

10 *****

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15 AARON WOOLVERTON

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23 *****

24

25

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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 Ell1.2, 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

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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

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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.

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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?

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1 A I am.

2 Q How long have you been a member of the AFA?

3 A Since six months after I joined the Department.

4 So about twenty-six and a half years.

5 Q Do you currently hold any office or positions

6 with the AFA?

7 A No.

8 Q Have you ever held an officer position?

9 A No.

10 Q And you've been with the Fire Department for

11 twenty-six and a half years --

12 A I --

13 Q -- total? I'm sorry.

14 A Twenty-seven.

15 Q Twenty-seven.

16 A I - it - you can't be a member of the

17 Association the first six months, when you're a cadet.

18 Q You've been employed by the Fire Department,

19 with the City of Austin, for a period of approximately

20 twenty-seven years?

21 A Yes, sir.

22 Q Okay. What's the mission of the Fire

23 Department?

24 A It is to - to prepare for - oh. I'm sorry.

25 Prevent, prepare, and respond to - to emergency events.

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1 actually grab things from payroll, which uses our Banner

2 system and BCT, as well as the leave request systems.

3 Q Are fire fighters, that you supervise, required

4 to report their time in to this timekeeping system?

5 A So our - our timekeeping system is set up where

6 it's - it's - in Operations, it's timekeeping by

7 exception.

8 So it's - it's - it's - they - they fill

9 schedules based upon, you know, if you're assigned to A

10 shift every third day --

11 Q Um hum.

12 A -- you're - you're assigned on a calendar to -

13 to work. If you don't come to work, then they - they take

14 the time back out of the system.

15 Q Who? Who takes the time back out of system?

16 A The BC timekeepers, which would be Battalion

17 Chiefs managing each of the battalions in operations.

18 Q So if a fire fighter doesn't show up for work,

19 that time is reported in the BC timekeeping system by his

20 or her supervisor?

21 A Yes. Supervisor or second-level supervisor,

22 since Battalion Chiefs actually supervise Captains,

23 Captains supervise Lieutenants.

24 Q Okay. Sort of reminds me of the Navy, although

25 our ranks were a little different.

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1 Q In your role as an Assistant Fire Chief, you

2 indicated that you're responsible for supervising the

3 three Shift Commanders? Is that correct?

4 A Yes, sir.

5 Q How many fire fighters, total, fall under your

6 supervisory authority?

7 A Around a thousand.

8 Q How do you ensure that those thousand fire

9 fighters accomplish the mission that you identified for

10 the Fire Department?

11 MR. BIRRING: Is this a question being

12 asked in his individual or - capacity, or corporate rep?

13 MR. RICHES: This is in his capacity as

14 Assistant Fire Chief, so this would be individual.

15 MR. BIRRING: Okay.

16 A (The Witness) So that would actually be

17 through - through each supervisor, up the chain of command

18 to me.

19 Q (Mr. Riches) Do you track fire fighter work

20 hours?

21 A Individually, no, but the - the systems

22 that - that do - which I occasionally reference - do.

23 Q What are those systems?

24 A So there is the BC timekeeping system. There's

25 also a number of ClickView applications that - that

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1 A Yeah. It's paramilitary organizations.

2 Q Does the Fire Department have an employee

3 performance review policy?

4 MR. BIRRING: Is this individual or

5 corporate?

6 MR. RICHES: This is individual.

7 MR. BIRRING: Okay.

8 A (The Witness) So we - we used to have something

9 called a PEE system, which was set up similar to like

10 SSPRs. Every six months you would get a - you would get a

11 review.

12 Currently, are not doing PEEs.

13 Q (Mr. Riches) Okay. So there's no - there's no

14 performance review that's conducted, right now, for fire

15 fighters?

16 A No.

17 Q How do you ensure that individual fire fighters

18 are accomplishing what they're supposed to be

19 accomplishing, pursuant to their job description?

20 A Again - again, through direct - through direct

21 reports from - from their immediate supervisors. So

22 Lieutenants, Captains, and Battalion Chiefs, up through

23 the chain - chain of command, through Division Chiefs, and

24 to - to the Assistant Chief.

25 Q Does every fire fighter have a supervisor,

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1 within the department?

2 A Yes.

3 Q All right. I'd like to show you what has

4 previously been marked Exhibit 1, if you wouldn't mind

5 taking a look at that.

6 Can you identify that document?

7 A Yes, I can.

8 Q And what is it?

9 A It's the Collective Bargaining - the current

10 Collective Bargaining Agreement between the City of Austin

11 and Austin Fire Fighters Association.

12 Q Were you familiar with that document, before

13 coming in to the deposition this morning?

14 A Yes.

15 Q Did you have any role in negotiating that

16 agreement?

17 A I was on the Department's Subject Matter Expert

18 Team.

19 Q How does that work?

20 (The Reporter asked for a repeat of the

21 name of the team.)

22 A (The Witness) Subject matter - matter experts.

23 Q (Mr. Riches) How does that work?

24 A So - so management, per se, doesn't - doesn't

25 bargain. That's between the City of Austin and the Fire

Judy A. Coughenour & Associates

1 Q What's the purpose of the Collective Bargaining

2 Agreement?

3 MR. BIRRING: Objection. Form.

4 And is this an individual or a --

5 MR. RICHES: This is --

6 MR. BIRRING: -- corporate rep?

7 MR. RICHES: -- corporate rep.

8 MR. BIRRING: Okay. Objection. Form.

9 MR. STEWART: The same objection. Form.

10 A (The Witness) And so the purpose - the purpose

11 of - of the - of the - the contract is to negotiate

12 various topics that - that benefit both the fire fighters

13 and the City of Austin.

14 Q (Mr. Riches) What kind of topics are those?

15 A They --

16 MR. BIRRING: Objection. Form.

17 A (The Witness) Hiring is - is one. Promotions

18 is another.

19 As was stated earlier, there's thirty-two

20 different articles within there, and - and it - that

21 includes the things that I just talked about, but also

22 things like drug testing.

23 Q (Mr. Riches) And who is bound by the terms of

24 this agreement?

25 A Well, both the - the labor group, or the - you

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1 Fighters Association; however, the Labor Relations office

2 and the people that do negotiate it need information, from

3 the Department, about how you manage this, that, or the

4 other, and they'll use the SMEs to - to get information

5 from, during negotiations.

6 Q How many SMEs are there?

7 A It can vary.

8 For - in previous years we've had three or

9 four. But even - even, I think, up to five or six. And

10 then other years, we've only sent one.

11 So it varies, from year to year.

12 Q Were you an SME for this agreement, here, that's

13 reflected as Exhibit A - 1?

14 A Yes, I was.

15 Q Okay. How many SMEs were there that year?

16 A I want to say there were three, that I can

17 remember.

18 Q And just to clarify, your role, as a subject

19 matter expert, was to advise the City of Austin Labor

20 Relations Department as to certain issues within the - the

21 Fire Department, itself. Is that correct?

22 A Yes.

23 Q Did you also advise the AFA, during any portion

24 of the collective negotiating process?

25 A No.

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1 know, the - the fire fighters and the City of Austin.

2 Q To what employees is the Collective Bargaining

3 Agreement intended to apply?

4 MR. BIRRING: Objection.

5 This is already asked and answered by the

6 prior corporate representative?

7 A (The Witness) Fire fighters.

8 Q (Mr. Riches) Let me ask you.

9 Are all Austin fire fighters also members

10 of the AFA?

11 A No.

12 Q Do you know how many total Austin fire fighters

13 there are?

14 A I know how many authorized positions we have.

15 I'd have to look to see exactly where our vacancies are

16 right now.

17 We're authorized just under twelve

18 hundred --

19 Q Okay. Twelve hundred.

20 A -- and I believe that we have maybe sixty or

21 seventy vacancies right now.

22 Q Do you know how many of those eleven or twelve

23 hundred fire fighters are also members of the AFA?

24 A I know it's a high percentage, but don't know an

25 exact number.

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1 I - I - somewhere probably in the
2 neighborhood of ninety-five percent.

3 Q Would you mind turning to Article 10 of that
4 agreement?

5 A Page --.

6 Q Section 1B1 discusses permitted uses of
7 Association Business Leave.

8 So actually, let me just ask you. What is
9 Association Business Leave?

10 A It is leave granted to the Association to be
11 used for purposes that benefit either the Department, the
12 Association, or both.

13 Q And when you say the Association, are you
14 referring to the Austin Fire Fighters Association?

15 A Yes, sir.

16 Q Getting back to the agreement, Section 1B1 says
17 that, "The Association President may use ABL for any
18 lawful Association business activities consistent with the
19 Association's purposes."

20 And the previous witness testified that
21 Mr. Nicks is currently the AFA President. Is that your
22 understanding, as well?

23 A Yes, sir.

24 Q Does the Fire Department have any say in who
25 becomes the AFA President?

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1 disciplinary proceedings, and attending conferences.
2 Anything else?

3 MR. BIRRING: Objection to form.

4 MR. STEWART: The same objection.

5 A (The Witness) I can't think of anything off
6 the - off the top of my head, but that - that is probably
7 the main purposes of ABL, or what it's used for.

8 Q (Mr. Riches) For the AFA President, are there
9 any limitations to what he can do, while on ABL?

10 MR. BIRRING: Objection. Form.

11 MR. STEWART: The same objection.

12 A (The Witness) I believe, if I - I remember
13 correctly, there - there is a stipulation that he - he
14 can't actually give money to political figures.

15 Q (Mr. Riches) So there's a - there's a
16 stipulation that the AFA President can't give campaign
17 contributions to candidates for public office?

18 A And that's just from my memory. I believe it
19 was some - some information about that, that says he
20 couldn't actually handle money - hand money to - to
21 individuals.

22 Q Do you happen to know where that prohibition is
23 contained?

24 A I do not.

25 Q Where - where are you remembering it from, to

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1 A The management does not, but, of course, the
2 membership of the Fire Department does.

3 Q When you say the membership of the Fire
4 Department, do you mean Fire Department employees, or Fire
5 Department employees who are also members of the AFA?

6 A The latter. Members of the Fire Department who
7 are members of the AFA.

8 Q So the Fire Department, independent of the AFA,
9 has no say in who becomes the AFA President?

10 A No.

11 Q To your knowledge, is the AFA President
12 currently devoting all of his time to Association business
13 activities?

14 A Yes.

15 Q How would you define Association business
16 activities?

17 A It encompasses a lot of things.

18 It could be coming to grieve - well,
19 responding to grievances; representing members during
20 disciplinary processes; of course collective bargaining,
21 itself; attending conferences.

22 Yeah. I think that that encompasses most
23 of it.

24 Q Collective bargaining, assisting members with
25 grievances, assisting AFA members with disciplinary -

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1 the best of your recollection?

2 A Conversations that I - I remember that we had
3 had, previously, plus I was - I also had - had read a -
4 a - a deposition that he - he gave, and had mentioned that
5 being a stipulation.

6 Q Is there any other prohibitions from activities
7 that the AFA President can engage in, while he's using
8 ABL, aside from providing candidate contributions?

9 MR. BIRRING: Objection. Form.

10 MR. STEWART: Objection. The same
11 objection.

12 A (The Witness) I don't believe so.

13 Q (Mr. Riches) Under the agreement, Section 1B2
14 authorizes - or outlines certain limitations for what are
15 labeled Authorized Association Representatives?

16 Do the provisions of 1B2 also apply to the
17 AFA President?

18 A No.

19 Q Does the AFA President, or Mr. Nicks, need
20 permission from anybody in the Department to - to work on
21 Association business activities?

22 A No.

23 Q Is he required to report to the Fire Department
24 offices on a daily basis?

25 A No.

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1 Q Does anyone, in the Department, direct Mr. Nicks
2 on what to do, on a daily basis?

3 A No.

4 Q Does anyone, in the Department, tell Mr. Nicks
5 certain activities to perform?

6 MR. BIRRING: Objection to form.

7 MR. STEWART: The same objection.

8 A (The Witness) Within the contract, there is a -
9 a provision to assign - be able to assign him to special
10 projects, but I can't think of any that he's - he's done,
11 in recent times.

12 Q (Mr. Riches) Does anyone, in the Department,
13 place prohibitions on the activities that Mr. Nicks can
14 perform?

15 MR. BIRRING: Objection to form.

16 A (The Witness) I don't believe so.

17 MR. STEWART: The same objection.

18 Q (Mr. Riches) I'm sorry?

19 A (The Witness) I don't believe so.

20 Q Is Mr. Nicks required to provide an accounting
21 as to how he spends his time, each day, to the Department?

22 A No.

23 Q Is Mr. Nicks' - is Mr. Nicks evaluated for his
24 work performance, by the Department?

25 A No.

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1 Day-to-day? No.

2 Q So it's your understanding that there's one
3 quarterly meeting that is required to be attended by
4 certain people, including Mr. Nicks.

5 Is there any other required interactions
6 between Mr. Nicks and Department officials?

7 A Yes.

8 We have a - a - some - something called
9 LMI, the Labor Management Initiative. We - we - we meet -
10 I'd say it's quarterly or monthly. I can't - can't
11 remember. I think it's monthly. And he's required to be
12 at that.

13 Q So one monthly meeting for LMI, and another
14 quarterly meeting. What was the purpose of the quarterly
15 meeting?

16 A Oh. That's their Chief Officers Workday. And
17 because he's a Battalion Chief. That - that has nothing
18 to do with him being the President. It has to do more
19 with his - the rank that he holds, in the Fire Department.

20 Q I understand.

21 Are there any other meetings, apart from
22 the LMI and the - the Chief Officers' meeting that
23 Mr. Nicks is required to attend?

24 A The - the rest would be as-needed.

25 Q Can Mr. Nicks be removed from his position as

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1 Q Who supervises Mr. Nicks, on a daily basis?

2 A Chief Dodds. It was - is who - is who he
3 reports to, within the - I guess the time - timekeeping
4 system.

5 Q And who is that?

6 A That - that - he's our Interim Fire Chief,
7 currently. He was previously our Chief of Staff.

8 Q So the Fire Chief is Mr. Nicks' technical
9 supervisor?

10 A Yes.

11 Q To your knowledge, does Mr. Nicks have scheduled
12 interactions between him and Department officials?

13 A Yes.

14 Q Are they regularly scheduled, on a - a regular
15 basis?

16 A There are some that are regularly scheduled.

17 For instance, we have a Chief Officer's
18 workday that - every - every quarter. All Battalion
19 Chiefs, and - and higher ranks, are required to - to
20 attend.

21 Of - of - of course there could be
22 something that conflicts with that, and he may not be at
23 that - that particular event - event, but he's supposed
24 to, unless he's - unless he's got an excuse - a - a valid
25 excuse.

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1 the AFA President, by the Department?

2 A No.

3 Q Turning back to the CBA, Section 1B2 requires
4 some prior approval before using ABL.

5 Does Mr. Nicks need any prior - prior
6 approval before he can use ABL?

7 A No.

8 Q All right. Section 2C says that the AFA
9 President can be required to return to duty if "an
10 emergency situation exists".

11 To your knowledge, has Mr. Nicks ever been
12 required to return to duty for an emergency situation?

13 A No.

14 Q What would an emergency situation be?

15 A Well, I - I - I guess you could imagine a lot of
16 different things, but if - if there was a September 11th
17 type event that occurred in Austin where you lost a
18 significant part of your workforce in a - in an emergency,
19 I imagine we would be all hands on deck, and we would - we
20 would recall multiple individuals, including the Union
21 President from his position.

22 Q Was Mr. Nicks recalled for the most recent
23 flooding incident?

24 A No.

25 Q Was that an all hands on deck response?

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1 A No.

2 Q Section 2C also says that the AFA President can
3 be assigned special projects, at the discretion of the
4 Fire Chief.

5 A (Witness nodded head up and down.)

6 Q To your knowledge, has Mr. Nicks ever been
7 assigned a special project by the Fire Chief?

8 A No.

9 Q Okay. And what would a special project be?

10 A I - I would say, again - just trying to imagine
11 the things that it could have been - or could be - is if
12 there was something - you know, he's worked on committees
13 before - before. I won't say at the direction of the
14 Chief, but - but they were committees that the Chief put
15 management members on. He chose the - the labors - labor
16 committee members, and we put it together.

17 Now the Chief could direct him, to say,
18 "No. You will be a part - a part of this, and you will -
19 will lead this," but that hasn't happened, in those words.

20 Q So, to your knowledge, he's never been directed
21 to perform a special project for the Department?

22 A Not to my recollection.

23 Q Do you know if the use of ABL has ever been
24 disapproved for Mr. Nicks?

25 A I am not aware of any instance where it's ever

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1 Q (Mr. Riches) Gotcha.

2 And is Mr. Nicks engaging in these - in
3 these meetings while using ABL?

4 MR. BIRRING: Objection. Form.

5 MR. STEWART: The same objection.

6 A (The Witness) Yes.

7 Q (Mr. Riches) And, to your knowledge, is
8 Mr. Nicks using Association Business Leave to - to endorse
9 candidates?

10 A Yes.

11 Q Do you know if Mr. Nicks uses ABL for lobbying
12 activities?

13 MR. BIRRING: Objection to form.

14 MR. STEWART: The same objection.

15 A (The Witness) Yes.

16 Q (Mr. Riches) What sort of lobbying activities
17 are those?

18 A Ones I'm aware of, that - that - those that
19 promote fire fighter health and safety issues.

20 Q And when you say lobbying activities, is that
21 taking positions for or against legislation?

22 A Yes.

23 Q Is that done at the - for State - for State
24 laws?

25 A Yes.

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1 been disapproved for - for Chief Nicks.

2 Q Do you know if Mr. Nicks uses ABL for political
3 activities?

4 A Yes.

5 Q Okay. What sort of activities are those?

6 A He will meet with Council members. He will
7 talk - talk to them about elections.

8 And, I mean, they actually - I won't say -
9 I won't say sponsor - but they - they will choose
10 candidates that they believe best support their ends,
11 and - and you'll see them on billboards around town.

12 Q You'll see - I'm sorry. You'll see Mr. Nicks on
13 billboards around town?

14 A No. It will say "Austin Fire Fighters
15 support" - whichever candidate.

16 Q I see.

17 So, to your knowledge, Mr. Nicks will be
18 representing the Austin Fire Fighters Association in
19 endorsing candidates for political office?

20 MR. BIRRING: Objection. Form.

21 MR. STEWART: The same --

22 A (The Witness) Yes.

23 MR. STEWART: -- objection.

24 A (The Witness) And that's the word I was looking
25 for, was endorsing.

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1 Q And, to your knowledge, does Mr. Nicks use ABL
2 to engage in State lobbying activities?

3 A Yes.

4 Q Do you know if Mr. Nicks also uses ABL for
5 lobbying activities at the local level, here in the City
6 of Austin?

7 A Yes.

8 Q And does that include taking positions for or
9 against certain ordinances that the City is considering?

10 A I believe it would. I'm not - I can't think of
11 any, off the top of my head, as I can at the State level,
12 but yes.

13 Q And, to your knowledge, does Mr. Nicks use ABL
14 to lobby for legislation, within the City of Austin?

15 MR. BIRRING: Objection to form.

16 MR. STEWART: The same objection.

17 A (The Witness) I believe so.

18 Q (Mr. Riches) All right. Do you happen to know
19 if Mr. Nicks is registered as a lobbyist?

20 MR. BIRRING: Objection. Form.

21 MR. STEWART: The same objection.

22 A (The Witness) I don't know.

23 Q (Mr. Riches) Turning to Section 1B2 of the
24 agreement.

25 This section applies to what are labeled

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1 Authorized Association Representatives. Do you know what
2 those are?
3 A I'm sorry.
4 Q Oh, I'm sorry.
5 A Again, I was - I was reading that part of it
6 again.
7 Q Oh. Sorry about that.
8 A No. Go ahead.
9 Q Section 1B2 refers to Authorized Association
10 Representatives?
11 A Yes, sir.
12 Q Do you know who Authorized Association
13 Representatives are?
14 A Anybody that the - that the associate (sic.)
15 designates to be a representative.
16 Q Anybody at the AFA designates as a
17 representative?
18 A Yeah. And you - and - and when I say that, it's
19 usually - it would generally to mean by Chief - Chief
20 Nicks or the EBoard.
21 Q So, to your knowledge, can - can Chief Nicks
22 unilaterally, or on his own, designate an Authorized
23 Association Representative?
24 A I believe so.
25 Q Or the AFA Executive Board can designate an

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1 hearings. You'll have to get another member in here."
2 And we've done that in the past.
3 Q Okay. So on a situational basis, the Department
4 might object to certain ABL authorized Association
5 representatives?
6 A Yes.
7 Q But broadly speaking, can the Department object
8 to who the AFA wants to designate as an Authorized
9 Association Representative, to use ABL for other purposes?
10 MR. BIRRING: Objection.
11 MR. STEWART: Objection.
12 MR. BIRRING: Form.
13 MR. STEWART: Form.
14 The same objection.
15 A (The Witness) Broadly, no - no. Specifically,
16 yes. I had - like I had just mentioned.
17 Q (Mr. Riches) I understand. Thank you.
18 In Section 1B2, it says that, "ABL may be
19 used for Association business activities that directly
20 support the mission of the Department or the Association."
21 Does that mean ABL can be used by
22 Authorized Association Representatives for either
23 activities that support the Department or the AFA?
24 A Yes.
25 Q Can ABL be used for activities that exclusively

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1 Authorized Association Representative?
2 MR. BIRRING: Objection.
3 A (The Witness) Yes.
4 MR. BIRRING: Form.
5 A (The Witness) Yes.
6 Q (Mr. Riches) Do you know if the Department has
7 any say in who is designated as an Authorized Association
8 Representative?
9 A I don't know if we'd - if - if you classify - if
10 I'd classify it that way.
11 I think it would be more of we could object
12 to someone that - that - that we may consider to have a
13 conflict of interest in a given situation, and can say
14 that, "We don't believe that that individual should be a
15 rep in this particular situation."
16 Q Maybe you could explain what that means a little
17 better. Provide an example?
18 A So, for instance, if - if the AFA designated
19 someone - another Union member - to be a representative in
20 a disciplinary hearing, but yet we knew that there was a
21 chance that that particular individual could have
22 information pertinent to that investigation, we would
23 object to him being a representative in the room where he
24 could hear other people's testimony, and so we could say,
25 "No. You can't have that member present for these

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1 support the mission of the AFA?
2 A Yes.
3 Q Subsection - actually, I think we've covered
4 this.
5 Subsection 1B2 identifies certain uses for
6 ABL, including negotiations, grievances, dispute
7 resolution, addressing cadet meetings, and attending Union
8 conferences.
9 Are those the only activities that other
10 Authorized Association Representatives can use ABL for?
11 A Let me think about this here.
12 MS. VAHL: I'm sorry. Can you repeat the
13 question?
14 Q (Mr. Riches) Can Authorized Association
15 Representatives use ABL for activities, other than those
16 that are specifically outlined in 1B2?
17 MR. BIRRING: Objection. Form.
18 MR. STEWART: The same objection.
19 A (The Witness) I would say that yes, it could.
20 It could.
21 I can't think of any instances of - of - of
22 what I mean - mean by that, but I - as I see that list,
23 I'm thinking there's probably always one thing that we
24 didn't consider that it could be approved for.
25 Q (Mr. Riches) Do you know - can you identify any

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1 of those --

2 A Yeah.

3 Q -- other --

4 A Sure.

5 Q -- activities?

6 A I - I could - I - just thinking of one that's -

7 that's going on right now that I'm - I'm not seeing where

8 it would fit in that, is they have - they've assigned fire

9 fighters to work on committees. One, for - for instance,

10 is looking at the particular shift period that we have

11 right now, and whether - whether they would recommend

12 changing it, or - or keeping it, and they're collecting

13 information for that.

14 So that, I would think, falls outside of

15 those, but it is something that - that ABL would be

16 granted for.

17 Q Okay. If you could help me kind of understand a

18 little bit as to what these activities are that are

19 specifically identified.

20 What is - what is the grievance procedure,

21 and how would ABL be used, during that process?

22 A So if, for instance, there was some action that

23 management took in the Fire Department, that the Union

24 disagreed or believed - believed to be a violation of the

25 contract, they - they - and usually brought by a member,

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1 A Representatives for --?

2 Q For management.

3 A For management?

4 Well, I mean, we have our - our City legal

5 team that - that we - we will confer with, to determine -

6 determine interpretation of the contract and whether or

7 not we're operating with - within the bounds of it.

8 Q Would you characterize the grievance procedure

9 as one in which the AFA member, bringing the grievance, is

10 in a position that's adverse to that of the Department?

11 A That's --

12 MR. BIRRING: Objection. Form.

13 MR. STEWART: The --

14 A (The Witness) Yes.

15 MR. STEWART: -- same objection.

16 A (The Witness) I mean, there have - there have

17 been instances. Are you looking for a specific one?

18 Q (Mr. Riches) Sure.

19 A Assignments to positions. The - the Department

20 is required to post positions a certain number of days

21 day - days before we close them and award positions.

22 In the past, we've had members that were

23 coming out of staff locations that felt that they weren't

24 given due consideration when that position was awarded,

25 and they'll - some - on - sometimes cite that we didn't

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1 so someone is wronged - they will then go to the

2 Association, the Association will confer. I think they

3 actually have some - some paperwork that they have to do

4 to make - make sure it meets certain criteria.

5 And then, if the grievance goes forward,

6 they help the member file the grievance, and represent

7 them throughout the grievance.

8 Q When you say "they", do you mean the AFA?

9 A Yes, sir.

10 Q So the AFA is representing a member with a

11 grievance brought against management, or somebody from the

12 Fire Department?

13 A Yes.

14 Q During the grievance procedure, is there

15 hearings, or how does - how does that work?

16 A So there's a - there's a - a - a grievance

17 process, but yes. There - there will be a point where

18 they'll present something to the Fire Chief; the - the

19 Union - the member may or may not be present; the - the

20 representative will - will be there; they'll present their

21 case; and then the Chief will make a decision on it, one

22 way or another.

23 Q Is the Fire Department - does the Fire

24 Department have representatives for management, during the

25 grievance procedure?

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1 follow the - the process outlined in the contract or

2 within policy, and they'll - they'll bring a grievance

3 forward.

4 Q So if I understand it correctly, a decision has

5 been made by the Department, with respect to some

6 personnel policy, and an AFA member is bringing a

7 grievance against the Department for a decision that was

8 adverse to that AFA member?

9 A Yes.

10 Q And during that process, the AFA member is

11 represented by the AFA, or by a representative of the AFA?

12 A Yes.

13 Q And to your knowledge, is ABL used for that

14 process?

15 A Yes.

16 Q The provisions of Section 1B2 also identify

17 dispute resolution proceedings as a permissible use of

18 ABL? Do you know what those are?

19 A I'm sorry. Let me look. If I get context.

20 The dispute team - dispute resolution

21 proceedings.

22 I believe it would be along the same - same

23 line - lines of what I was - what I was talking about,

24 where it - where it might not actually rise to the level

25 of a official grievance - grievance, but could be a

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1 dispute - a dispute, and so they will - they will
 2 interject for the member there.

3 Q And during that process, is the position of the
 4 AFA generally different from or adverse to that of the
 5 Department?

6 A It - it varies, and to different degrees.
 7 There are certainly times where it - it
 8 could be - we could be diametrically opposed, and we - we
 9 hold steadfast on our beliefs, as - as they do, and
 10 there's other times where we - we reach compromise.

11 Q It also looks like addressing cadet classes is a
 12 permissible use of AFA. What's - what's the purpose of
 13 that?

14 A So when cadet classes are preparing to graduate,
 15 we allow the Association to have - I think it's up to four
 16 hours to - to talk with the - the cadets before - that
 17 - that will be headed out to the stations, and they talk
 18 to them about becoming members of the Association.

19 Q Would you characterize that as a recruitment
 20 activity for the AFA?

21 A Yes.

22 MR. BIRRING: Objection. Form.
 23 MR. STEWART: The same objection.

24 Q (Mr. Riches) And then the last area
 25 identified - at least in this section - is attending Union

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1 Leave be used for the attendance of AFA meetings, as well?
 2 A It can be.

3 Q The Section 1B2 also outlines certain
 4 legislative and political activities that can be done, and
 5 it says, specifically, that legislative or political
 6 activities at the state and national level, ABL cannot be
 7 used for, unless those activities relate to wages, rates
 8 of pay, hours of employment, or conditions of work
 9 affecting the members of the bargaining unit.

10 Does that mean that ABL can be used by
 11 Authorized Association Representatives at the state and
 12 national level, if those activities relate to wages, rates
 13 of pay, hours of employment, or conditions of work?

14 A Yes.

15 Q And, again, that restriction doesn't apply to
 16 the AFA President. Is that correct?

17 A That - that's correct.

18 Q And can A - - can ABL also be used by Authorized
 19 Association Representatives to engage in legislative and
 20 political activities that affect fire fighter safety at
 21 the local level, here in the City of Austin?

22 A Yes.

23 Q All right. I would like to mark Exhibit 3.
 24 MR. RICHES: Actually, here. (Indicating)
 25 It will make life easier.

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1 conferences and meetings?
 2 Do you know what - do you know what sorts
 3 of conferences that refers to?

4 A (The Witness) So I believe that they have a - a
 5 big conference every year with the IAFF, or the
 6 International Association of Fire Fighters, the - the
 7 national level, and I believe - believe they send
 8 representatives there.

9 That would be an example of such an
 10 instance.

11 Q Okay. And it also refers to meetings. Do you
 12 know what meetings that section is referring to?

13 A Yes.

14 So they - they have a - they have a monthly
 15 meeting, general membership meeting.

16 They also have EBoard meetings that they
 17 conduct more often, and then, of course, they have
 18 meetings that they - they call, as necessary.

19 Q So these are internal meetings for the AFA?

20 A Yes.

21 Q Are City Department representatives, acting in
 22 their Departmental roles or management roles, also present
 23 during these meetings?

24 A At times, but not always.

25 Q And, to your knowledge, can Association Business

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1 (Exhibit Number 3 marked.)
 2 Q (Mr. Riches) All right. Do you recognize this
 3 document?

4 A (The Witness) Yes, I do.

5 Q And what is it?

6 A It is our General Order. Our - our internal
 7 policy regarding Association Business Leave.

8 Q It looks like it has an effective date of
 9 September 1st, 2011 on it.

10 To your knowledge, is this policy still in
 11 force and effect?

12 A Yes.

13 Q If you'd look at Section IV, it indicates that
 14 "Members must notify the Association President, via
 15 e-mail, of their request for ABL".

16 Does "members" refer to members of the AFA?

17 A Yes.

18 Q Does that mean that non AFA members can't use
 19 ABL?

20 A I - I believe that they can use - use ABL, or at
 21 least I - I - I believe that they have, in the - in the
 22 past. Or at least have - have attempted, and we didn't -
 23 did not not - or did not approve it.

24 Q All right.

25 I'm sorry. So you - there has been

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1 instances in which non AFA members have used ABL?

2 A Yes.

3 Q And was that use approved by the Department?

4 A Yes.

5 Q Okay. Do you remember in - what the

6 circumstances were?

7 A So there - there is a - an - an African-American

8 Fire Fighters Association. I believe it's the triple A

9 FFA. And their President, I believe, is not a - an - a

10 975 Association member, and he has used A- - ABL time

11 before.

12 Q Do you - do you recall what he used it for?

13 A Cadet Oversight Committee meetings, being - being

14 one - one such thing.

15 Q What's that?

16 A So while - while we have cadet classes going on,

17 there is a committee that meets every Thursday to discuss

18 the performance of cadets for the previous week, and - and

19 how they're progressing through - through the Academy.

20 There is usually a 975 member that - that

21 sits on that - that committee, that listens to the reviews

22 by the - our team leaders that are over the cadets. A -

23 the cadet lieutenant, a cadet captain, and it - basically

24 that entire cadet - that cadet's entire chain of command.

25 And so the Union representative is -

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1 A That would be me.

2 Q That's you.

3 So you - and then Section IV B indicates

4 that you, or the designee of the Fire Chief, has to verify

5 that the requested ABL is authorized by the CBA. How do

6 you go about that process?

7 A So - and again, I've been - been reviewing these

8 since February, and I - I try to really scrutinize them.

9 Generally I will - if I have a question

10 about it, but if it's not clear that it falls within what

11 you see here in Article 10, I will contact Chief Nicks

12 and - and inquire about, "Hey. We've got this going on.

13 Are you approving ABL usage for this?"

14 If - if he says it is, and we feel like

15 it's not clearly outside of what Article 10 states, then -

16 then we'll approve it.

17 We have, on occasion, turned it down and

18 just said that we - we - because we felt like it was in

19 conflict with what - what Article 10 states.

20 Q How many occasions did you determine that ABL

21 wasn't authorized by the CBL (ph.), and disapproved an ABL

22 request?

23 A In - in recent history, only a - only a handful

24 of cases, and they - and they just happened within the

25 past month, or so.

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1 listens in on it. May have input.

2 And the African American Association, our

3 only active affinity group, also has a representative

4 there.

5 Q All right. Section IV A says that the AFA

6 President has to first approve ABL requests. Is that also

7 your understanding?

8 A Yes, sir.

9 Q Subsection IV B then says that the request is

10 forwarded to fire headquarters. What's fire headquarters?

11 A That's where I work, and so it's - it's a actual

12 building now, but - but I think here it says - it's

13 talking - I mean, regardless of where the building is,

14 it's the group.

15 It's where our - our command staff

16 generally quarters.

17 So the Fire Chief will be there, the

18 Assistant Chiefs, the Assistant Director, all of the

19 administrative staff, will be at the - at - at fire

20 headquarters.

21 Q A head check.

22 A Yes.

23 Q It then - it then says that the request is

24 reviewed by "the designee of the Fire Chief". Who is

25 that?

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1 Q How many ABL requests do you receive, pursuant

2 to this policy?

3 A Oh. I - a shot in the dark. I - I do get quite

4 a few, and of course it varies, depending on - on what -

5 what's going on at that particular time.

6 To give you a hard number, I'd - I'd - I'd

7 have to go back through my notes.

8 But I - I - I'd say I get at least three or

9 four a week. On average.

10 Q If you could put an estimation on it, what

11 percentage of those would you say have been disapproved,

12 during your time as the designee?

13 A A very low percentage. Maybe two or

14 three percent. The - the question would be much higher.

15 Q I understand.

16 At Section IV C then goes on to indicate

17 that requests for ABL received by noon three days - three

18 or more business days in advance of the requested time off

19 are automatically approved, subject only to operational

20 needs of the Department.

21 What does "automatically approved" mean?

22 A So if - it - it's not automatic, in the sense

23 that - that you suddenly go, "Oh, well. It's - it -

24 regardless of what the request is for."

25 No. It still has to - has to fall within

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1 the - the bounds of - of Article 10. What he's talking
2 more of - of what's - that's actually addressing more is
3 with regard to staffing.
4 Q I see.
5 So even if you - even if a request is
6 received, three or more days in advance of the requested
7 time off date, you still review it to ensure it complies
8 with the terms of the CBA?
9 A Yes.
10 Q Does this policy apply to Chief Nicks' use of
11 ABL?
12 A So - so - I mean, so a little difficult -
13 difficult to say. I'd say yes, it does, but he doesn't
14 follow this - this process.
15 Because he's assigned to a forty-hour
16 workweek position, that he doesn't have to turn leave
17 request in for, that would not apply to him.
18 Q So nobody in the Department reviews Chief Nicks'
19 use of ABL?
20 MR. STEWART: Objection. Form.
21 MR. BIRRING: Objection to form.
22 A (The Witness) No.
23 Q (Mr. Riches) Okay. Are you doing all right?
24 Do you --
25 A Yes.

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1 (The Reporter asked for a repeat of the
2 Witness' answer.)
3 A (The Witness) Oh. I - I actually review the
4 reports - or not the reports, but the requests for leave
5 that start the process to get it in to this form, and then
6 the person that actually prepares these is a direct report
7 of mine.
8 Q (Mr. Riches) Who is that?
9 A Carlin Chaney (ph.).
10 Q I'm sorry. One more time?
11 A Carlin Chaney (ph.).
12 Q Carlin Chaney (ph.).
13 And do you generally know the process by
14 which these are prepared? And, if so, can you kind of
15 walk us through that?
16 A Yes. So Carlin (ph.) will use the - again, the
17 aforementioned Battalion Chief's timekeeping system, or
18 BCT, to - to bring out reports.
19 So as BC timekeepers actually put in the
20 time, or - or recording time in - in each member's - you
21 know, in their - name in the - in the system, that that
22 name could be filtered out. It's like an Excel
23 spreadsheet.
24 Q Okay. If I could direct your attention to the
25 page that's labeled COA 0018 at the bottom?

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1 Q -- need a break? All right.
2 I would ask that the Court Reporter mark -
3 what are we on? Exhibit 4?
4 I'd ask that the Court Reporter mark
5 Exhibit 4.
6 (The Reporter asked the Witness to speak
7 louder.)
8 (Exhibit Number 4 marked.)
9 MR. RICHES: Does everybody have one?
10 (Indicating)
11 Q (Mr. Riches) All right. I've handed you a
12 document that, at the top, is labeled Association Business
13 Leave 2012. Do you recognize - do you recognize these
14 reports?
15 A (The Witness) Yes.
16 Q And what are they?
17 A So this is a report that - that my staff compile
18 based upon what's turned in to - in to BCT, in to the
19 Battalion Chief's timekeeping system.
20 Q How often do you review these reports?
21 A The - this actual report is quarterly. It's
22 quarterly.
23 Q Do you have any role in preparing the report?
24 A Approving the leave request that actually end up
25 here, I've taken --

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1 And at the top it says Association Business
2 Leave 2017?
3 It looks like there is a box, on the
4 left-hand side, the second box down, that is labeled
5 "Hours by Reason". Do you know what that is intended to
6 capture?
7 A Yes.
8 So it's - it's - the specific items that
9 you see listed there, such as the Association President,
10 the addressing cadet class, is actually breaking those
11 hours out - out for you, they - quarterly.
12 Q Now it looks like the usage of ABL is broken out
13 for certain categories of hours, but is not broken out for
14 the Association President.
15 Are the Association President's hours
16 broken out, in terms of how they are used?
17 MR. BIRRING: Objection. Form.
18 A (The Witness) No.
19 MR. STEWART: The same objection.
20 A (The Witness) No.
21 Q (Mr. Riches) So they are just captured as time
22 that the Association President is using ABL, without any
23 further category - categorization?
24 A Yes.
25 Q And then for the hours that are broken out, who

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1 did that apply to?

2 A Everyone else.

3 Q So only the Association President does not have

4 to categorize his hours or his use of ABL hours.

5 MR. BIRRING: Objection. Form.

6 MR. STEWART: The --

7 A (The Witness) Yes.

8 MR. STEWART: -- same objection.

9 Q (Mr. Riches) Okay. It looks like, in terms of

10 Collective - I'm sorry. Let me - let me step - let me

11 back out for a minute. We addressed most of these.

12 One item that we haven't discussed is the

13 Grievance Committee. Do you know what that is?

14 A (The Witness) Yes. I do.

15 Q And what is that?

16 A So as I was explaining earlier in the grievance

17 process, if a - if a member believes that they have - they

18 have been wronged, in some way, and they - they think it

19 rises to the level of a contract grievance, they'll

20 prepare information that goes before a Grievance Committee

21 to determine whether or not that will be something that

22 the Association will support.

23 Q Got it.

24 For Union conferences, you indicated that

25 these can be national Union conferences, or otherwise.

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1 there's a catch-all category for Other Association

2 Business. Do you know how that is defined?

3 A Anything that's not in the categories listed -

4 listed above.

5 Q Who gets to determine what Other Association

6 Business is?

7 MR. STEWART: Objection. Form.

8 A (The Witness) I would say it's - it's probably

9 a combination of things.

10 One, the - you - when they're talking about

11 bargaining that, of course, is an easy category to - to

12 defer things in to. It's like we were - we were

13 bargaining, and all those hours are captured.

14 The - the - the catch-all thing that -

15 about, you know, if you were assigned to like a committee,

16 that I was talking about earlier, that actually was

17 looking at hours of work, and whether or not our shifts

18 should change at 7:00 in the morning, as opposed to noon,

19 those would be thrown in to the - the Other Association

20 Business, but if it turned in to a big topic, I mean, it

21 may have its own - it may get its own category.

22 I guess it's - it's - it's really

23 everything that doesn't fit in to one of the broader

24 categories, and how that's determined - determined, by the

25 Union President or us, it could be either.

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1 Are these conferences private? Hosted by

2 private organizations, to your knowledge?

3 A No.

4 I - I - it - that's difficult - it's

5 difficult for me to - to - I guess to answer that in - in

6 full.

7 I - the ones that I know about are ones

8 that are typically hosted by the International Association

9 of Fire Fighters, and whether that would be considered

10 private or public, I'm - I'm - I'm not sure.

11 Having - having been an Association member,

12 I - of course I could go - I could go. I - I don't know

13 if anybody else could. I just don't know the answer.

14 Q I guess when I say - I guess when we say private

15 or public, we mean - do I mean are they controlled by a

16 private organization or by a governmental entity?

17 MR. BIRRING: Objection. Form.

18 MR. STEWART: The same objection.

19 A (The Witness) Again, the International

20 Association of Fire Fighters, I don't know where exactly

21 they would - they would - they would fall, as public or

22 private.

23 Yeah. I don't - I don't know exactly how

24 to answer that, so --.

25 Q (Mr. Riches) Okay. And finally, there's a -

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1 Q (Mr. Riches) So the Union President can

2 determine what Other Association Business is?

3 MR. STEWART: Objection. Form.

4 A (The Witness) By default.

5 MR. BIRRING: Objection.

6 A (The Witness) By default. Sure.

7 Q (Mr. Riches) Does the City have a say in what

8 Other Association Business, what activities might be

9 performed for Other Association Business?

10 MR. BIRRING: Objection.

11 MR. STEWART: Objection.

12 MR. BIRRING: Form.

13 MR. STEWART: The same objection.

14 A (The Witness) Yes.

15 Q (Mr. Riches) And what's - what's the City

16 involvement there?

17 A So, again, that would be - that would be my

18 part.

19 So - so if - if there was something that

20 doesn't fit in to those categories that obviously fit

21 within the definition of - of what Article 10 says

22 Association Business Leave is, I - I review those.

23 And, again, about a month ago I had one

24 that I felt fell clearly outside of it. It was political,

25 in nature, and - and I declined those. Or refused to

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1 approve.

2 Q So it's your understanding that Other

3 Association Business are activities that are not already

4 specifically identified, and are not - wait. I'm sorry -

5 and are permitted by the CBA?

6 A Yes.

7 Q So the only items that would not be approved for

8 Other Association Business are activities that would

9 violate the terms of the CBA?

10 MR. STEWART: Objection. Form.

11 MR. BIRRING: Objection. Form.

12 A (The Witness) Or didn't fall within the

13 guidelines of the C- CBA. I mean, violate or not falling

14 within. It - it could be either way.

15 Q (Mr. Riches) So is it only those - so is

16 everything else, that is not otherwise permitted by the

17 CBA, a possible use of Other Association Business?

18 MR. BIRRING: Objection. Form.

19 MR. STEWART: The same objection.

20 A (The Witness) Can you ask that again?

21 Q (Mr. Riches) Sure.

22 For all activities that aren't specifically

23 prohibited by the CBA --

24 A Uh huh.

25 Q -- could those activities be Other Association

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1 MR. STEWART: The same objection.

2 A (The Witness) No.

3 Q (Mr. Riches) It looks like a pretty large

4 percentage of all of the approved hours is for Other

5 Association Business. Do you know why that's the case?

6 MR. BIRRING: Objection to form.

7 MR. STEWART: The same objection.

8 A (The Witness) Simply because it was activity

9 that didn't fall under the - in the - one of the headed

10 categories there, or labeled categories.

11 Q (Mr. Riches) All right. We're going to turn

12 back to this one, so maybe if you just want to set it

13 aside for a moment?

14 MR. RICHES: And I'll ask that the Court

15 Reporter mark Exhibit 5.

16 (Exhibit Number 5 marked.)

17 MR. RICHES: Does everybody have an Exhibit

18 5? (Indicating)

19 Q (Mr. Riches) Okay. So I've just handed you a

20 report that's labeled 2018-8-8, Formsite ABL Data Dump.

21 Have you ever seen these reports before?

22 A (The Witness) Yes.

23 Q And what are they?

24 A So the - the form, that's referenced in the

25 policy that we just looked at, this is this - is - this is

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1 Business that's identified here?

2 MR. BIRRING: Objection. Form.

3 MR. STEWART: The same objection.

4 A (The Witness) Yes.

5 Q (Mr. Riches) Who's directing the activities of

6 AFA members, when they're engaged in other Association

7 business?

8 MR. BIRRING: Objection. Form.

9 MR. STEWART: The same objection.

10 A (The Witness) It would fall under Chief - Chief

11 Nicks' responsibility.

12 Q (Mr. Riches) Is the City directing their

13 activities, at all --

14 MR. BIRRING: Objection. Form.

15 Q (Mr. Riches) -- while they're engaged --

16 MR. STEWART: The same --

17 Q (Mr. Riches) -- in --

18 MR. STEWART: -- objection.

19 Q (Mr. Riches) -- other Association business?

20 (The Reporter asked for a repeat of the

21 question.)

22 Q (Mr. Riches) Is the City directing the

23 activities of members using ABL for other Association

24 business?

25 MR. BIRRING: Objection to form.

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1 all the - all the data that it - you know, when you fill

2 it out and submit it, it goes - it goes in to a

3 spreadsheet that's - that's collected and - and forms

4 this. (Indicating)

5 We use a system called Formsite. That's a

6 software. You build a form and launch it, and then - and

7 then it has a work flow so that if you sit - if you submit

8 it saying, "I want to use ABL for these purposes," you

9 fill out the form, you hit Submit, it gets e-mailed to

10 whoever you want it to be e-mailed to.

11 And so that's how I get the notification,

12 "Hey. This - this - this is being requested."

13 I'll then fill that - fill my portion of

14 the form out - or form out, either approving or denying

15 it. I may put notes in it. And - and I'll hit Reply, and

16 the - and the e-mails go back.

17 Part of that goes in to this Formsite

18 system, and - and we collect the information that you see

19 here. (Indicating)

20 Q So if a Authorized Association Representative

21 wants to use ABL, they fill out a pre-approved form --

22 A Um hum.

23 Q -- that the City has prepared. Is that correct?

24 A Yes.

25 Q And then they submit that form. And who's the

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1 first person to review that?

2 A So usually, when - when it - when it ever - and

3 there's three different types of leave that - that fall

4 into the same system. There's ABL, there's something

5 called Assignment Leave, and there's something called

6 Supplemental Leave. A --

7 (The Reporter asked for a repeat of the

8 last part of the Witness' answer.)

9 A (The Witness) Supplemental Leave.

10 And so ABL, obviously we - we know what

11 that's for.

12 Supplemental leave is - is when a member

13 sees training that they would like to attend, and it

14 happens while they are on duty, that furthers the - the

15 interest of the Department, they can make that request.

16 Supplemental is the very lowest priority

17 for us, when it comes to - to leave approvals, because

18 it's not something that the Department sponsored, and it's

19 not something we're contractually obligated to - to

20 participate in.

21 And so those - those may or may not get

22 approved. And actually there's a lot of them that don't

23 get approved, for supplemental leave.

24 Assignment leave is training that the

25 Department is mandating. In order to - to be able to

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1 that there is a request for ABL.

2 Q Are those requests reviewed, in the first

3 instance, by Chief Nicks, pursuant to the E111.2 policy?

4 A Not in Formsite, it's - it's - it's not.

5 He - if you - if you look at the policy,

6 he's required to get approval from them via e-mail. So

7 he - they would send an e-mail going, "Hey. I would like

8 to attend the meeting. Is it okay?" He goes, "Yeah. Go

9 ahead and turn in an ABL request for that." That's his

10 approval.

11 Then the member has to use the departmental

12 form, so - to - to I guess complete the request.

13 Q I understand.

14 And then that form is routed directly to

15 you.

16 A And their - and their immediate supervisor.

17 Now - and I say that.

18 But so the immediate supervisor - not

19 immediate supervisor - but the timekeeper actually just

20 sees the request is made. They don't have any approval

21 or - or disapproval authority. Only - only I do, in the -

22 in the instance of ABL.

23 Q Okay. And then the data reflected in these

24 reports are information from those ABL forms that have

25 been reviewed and approved by you and the others you

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1 track it, we have members turn in leave saying, "Hey. I'm

2 going to be on duty that day, but if you want me to go to

3 that training, I need the first four hours of the shift

4 off to go to the school."

5 It gets - it gets turned in. So it gets

6 tracked in to this system, too.

7 Each of those have a workflow, and - and

8 a - and a process that they go through.

9 ABL typically is - is - is straight to the

10 Assistant Chief, and then there's a secondary notification

11 to the member - member's direct supervisor - or not direct

12 supervisor, but their BC timekeeper so that they know,

13 "Hey. There's a ABL leave request." It's usually just a

14 notification for them, because they're not in the approval

15 process. Only the Assistant Chief over Operations is.

16 Each of the others have different

17 workflows, but they're all similar.

18 Q (Mr. Riches) So for ABL, that request goes

19 directly to the Assistant Fire Chief? Who is that? Is

20 that Mr. Nicks?

21 A No. That's --

22 Q Okay.

23 A -- that's me.

24 Q Okay.

25 A But the Battalion Chief will also get notified

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1 mentioned.

2 A Yes.

3 MR. BIRRING: And can I object to one

4 thing?

5 MR. RICHES: Sure.

6 MR. BIRRING: There are annotations on

7 here. Could we just have the record where the

8 highlighting --

9 MR. RICHES: Sure.

10 MR. BIRRING: -- pieces?

11 MR. RICHES: Yeah. There's highlighted

12 marks throughout Exhibit 5, which Plaintiffs' Counsel has

13 added to the documents to make them clearer for the

14 Witness.

15 MR. BIRRING: Okay.

16 MR. RICHES: Those were not in the original

17 reports.

18 Everything else is in the same form that we

19 received them.

20 MR. BIRRING: Thanks.

21 MR. RICHES: Thank you.

22 MS. VAHL: Is now a - a good time to take a

23 break? I know we're getting to the lunch hour.

24 I don't know if you're done with this

25 subject examination, but --

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1 MR. RICHES: This is probably a good - this
2 is probably a good time, because we're going to get in to
3 some detail here, and it would probably be better if
4 someone has got some food in them.

5 (Recess for lunch at 11:48 a.m. to
6 1:00 p.m.)

7 Q (Mr. Riches) Chief, you doing good?

8 A (The Witness) Yes.

9 Q Okay. All right. Well, let me get back on the
10 record.

11 All right. When we had left off, I had
12 handed you what has been marked Exhibit 5, which is a
13 series of reports that is labeled ABL Data Dump, ABL
14 requests under the current Collective Bargaining
15 Agreement.

16 We reviewed - we reviewed all the requests
17 here and counted about 956 of - 956 separate requests
18 requesting ABL for Authorized Business Representatives,
19 and it looked like all but twelve of them were approved,
20 which would be about 99 percent of them. Does that
21 generally sound accurate to you?

22 A It - it - it does.

23 Q Okay. I want to show you a few specific
24 categories of entries, and some of them there's multiple
25 entries, so we'll figure out the best way to do that.

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1 fall under the Other Association Business.

2 Q (Mr. Riches) Other Association Business.

3 If you would flip to Foxtrot, little f,
4 Foxtrot, again a entry from December 2nd, 2017 made by
5 Thomas Madison, also for a PAC Board meeting? Is that the
6 same category of ABL use?

7 A Yes, sir. I believe it would be.

8 Q If we could turn to g, or Golf?

9 There's an October 6th, 2017 meeting,
10 again for a PAC Board meeting. Is that also the same
11 category of ABL use?

12 MR. BIRRING: Objection to form.

13 The same as before.

14 MR. STEWART: The same objection.

15 A (The Witness) Yes.

16 MR. RICHES: What's the - what's the basis
17 for the form objection?

18 MR. BIRRING: I guess there's an assumption
19 that it has to be within just a specific category.

20 Is the question asking which one of these
21 would it show up in --

22 MR. RICHES: Yeah.

23 MR. BIRRING: -- in the --

24 MR. RICHES: The question is asking --

25 MR. BIRRING: -- on this report?

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1 But let's just start, one-by-one for now,
2 and if we need to group them later, we can.

3 If you wouldn't mind turning with me to 867
4 Echo? Little e? There's a entry under - it's
5 highlighted, in the version that you have. That - that
6 February 3rd, 2018 entry for a monthly PAC Board
7 meeting? Do you see that one?

8 A Yes, sir.

9 Q And the request was made by Thomas Madison?

10 A Yes, sir. I see it.

11 Q Do you know what that was for?

12 A It was to attend the monthly PAC Board meeting.

13 Q Do you know what category that falls into on the
14 Hours by Reason, that's reflected in Exhibit 3?

15 MR. BIRRING: Objection to form.

16 MR. STEWART: The same --

17 MR. BIRRING: Which is --

18 MR. STEWART: -- objection.

19 MR. BIRRING: -- 3, again? Oh.

20 Q (Mr. Riches) Oh, I'm sorry. I believe it's
21 actually Exhibit 4, because we had two - two Collective
22 Bargaining Agreements.

23 MR. BIRRING: So objection to form to that
24 question.

25 A (The Witness) Okay. Yeah. I believe it would

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1 MR. RICHES: -- which of the hours, by
2 reason, that's reflected in Exhibit 4, that we just
3 discussed, would the - would these ABL entries fall in to.

4 MR. BIRRING: Okay.

5 MR. RICHES: Is there anything else?

6 MR. BIRRING: No.

7 Q (Mr. Riches) Okay. If we flip to i, India,
8 there's a July 27th, 2017 meeting, again by Thomas
9 Madison, and it's for a PAC Board meeting. Is that also
10 the same category of ABL use?

11 A (The Witness) Yes.

12 Q And then we have - flipping to n - the 12-6,
13 2016 entry? Is that also the same category of ABL use?

14 A Yes.

15 Q And the very next page, o, or Oscar, the
16 highlighted entry of November 8th, 2016?

17 A The same question?

18 Q Yeah. The same question. Does that also fall
19 under the same ABL --

20 A Yes.

21 Q -- categories?

22 And then we'll go - actually, the next five
23 pages, starting with p, and there's an entry at
24 September 2nd, 2016. Is that the same category of ABL
25 use?

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1 A Yes.

2 Q On Page q, or Quebec, there's two separate

3 entries. One is for August 1st, 2016, and the other is

4 for July 8th, 2016.

5 Do both of those fall into the same

6 category of ABL use?

7 A Yes.

8 Q And the next page, r, there's an entry on

9 June 7th, 2016?

10 Does that entry also fall in to the Other

11 Association Business for use of ABL?

12 A Yes.

13 Q The next page? S, or Sierra, there's two

14 separate entries: one on May 2nd, 2016, and the other

15 on April 7th, 2016.

16 Does that fall in to Other Association

17 Business for ABL use?

18 A Yes.

19 Q And then the final entry in to this category of

20 records is on the next page, t, or Tango, for March 7th,

21 2016 made by Matt Cox.

22 Does that also fall in to Other Association

23 Business?

24 A Yes.

25 Q Okay. Is it your view that these meetings

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1 MR. BIRRING: Objection. Form.

2 A (The Witness) -- it has an indirect benefit.

3 It - it could have an indirect benefit to fire fighters,

4 in general, which could further the Department's

5 interest - interest. If that makes sense. I --

6 Q (Mr. Riches) No, no. No. Explain, if you want

7 to explain in more detail.

8 A No. I'm just - again, this is just shooting

9 from the hip on this.

10 If - if there was a - a particular topic

11 that not only furthered the fire fighters - that meaning

12 the Association - but could also potentially further the

13 Department of - for instance, saying - getting fire

14 stations built, as - as being another topic. I know I

15 have used cancer the first time.

16 But if there were fire stations that needed

17 to be built, and there were candidates that, I guess,

18 potentially could - could support - would support those

19 notions, it would indirectly - well, I'm saying indirectly

20 or directly - benefit the - the Fire Department, as well.

21 Q So you're saying that the Fire Department has an

22 interest in the AFA's support or opposition to political

23 candidates?

24 A No.

25 MR. BIRRING: Objection.

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1 advance the Department's mission or the AFA's mission?

2 MR. STEWART: Objection. Form.

3 MR. BIRRING: The same objection.

4 A (The Witness) It could be - it could be both.

5 Q (Mr. Riches) Okay. What would the attendance

6 at a Political Action Committee meeting do to further the

7 Department's mission?

8 MR. BIRRING: Objection. Form.

9 A (The Witness) So if there was a - again, a -

10 and I'm - I'm shooting here. I don't know that this has

11 ever happened, or not.

12 I'm just saying if there was a particular

13 candidate, possibly - possibly, that - that - that the AFA

14 was trying to elect, that - that supported fire fighters',

15 in - in - topics, in general.

16 Something like talking about cancer -

17 cancer - cancer research, cancer funding, cancer programs,

18 things like that, that it could benefit the Department, as

19 well.

20 Q (Mr. Riches) Help me understand that a little

21 better.

22 Is there - are you saying that there's

23 certain candidates that the AFA would support or oppose,

24 that would also benefit the Fire Department?

25 A (The Witness) I said it would have - it --

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1 A (The Witness) I wouldn't --

2 MR. BIRRING: Form.

3 A (The Witness) -- I wouldn't say that we have an

4 interest - interest in it. We certainly wouldn't direct

5 anything or - or I - I guess have a - have a goal of - you

6 know, of trying to direct an election, or anything like

7 that.

8 I'm just saying there could be indirect

9 benefits to the Department.

10 Q (Mr. Riches) But is the City permitted to take

11 positions on candidates for elected office?

12 A No.

13 Q So help me understand how it's different from

14 the Department taking a position as to the election or

15 defeat of a political candidate, as compared to the AFA.

16 A And I guess the - the way I answered the

17 question, I may have misunderstood what - what you were

18 asking, exactly.

19 I think it was - the way I understood it

20 was, was there a benefit to the Department, in some sense.

21 Q What I was asking - and feel free to turn to

22 Exhibit 1, if you like, which is the Collective Bargaining

23 Agreement?

24 And under Section 1B2, it talks about use

25 of ABL for Authorized Association Representatives, and

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1 that provision says, "ABL may be used for Association
2 business activities that directly support the mission of
3 the Department or the Association."

4 So my question was, what does the
5 attendance of AFA members at Political Action Committee
6 meetings support? Either the mission of the Department,
7 or the mission of the AFA?

8 A And I would say that, in that particular sense,
9 it's probably more to the AFA.

10 Q Okay. Thanks, Chief.

11 And while we're on Exhibit 1, if you read
12 down a few sentences, it said that, "Association Business
13 Leave shall not be utilized for legislative and/or
14 political activities that are sponsored or supported by
15 the Association's Political Action Committee.

16 A Yes, sir.

17 Q Is it your view that attendance at Political
18 Action Committee meetings would fall within the
19 prohibition for activities that are supported by the AFA's
20 Political Action Committee?

21 MR. BIRRING: Objection. Form.

22 MR. STEWART: The same objection.

23 A (The Witness) I guess my interpretation of that
24 would be more - more direct, as - as in like doing
25 door-to-door, I guess, endorsements of - of candidates,

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1 So a - in a competitive - like I say, in a competitive
2 sense. So it will be for time, racing against someone
3 else.

4 So they'll pull hose, they'll climb stairs,
5 they'll hoist things up the stairs. Things like that.
6 It's - it's almost like a fire fighter Olympic event.

7 Q Do you authorize individual fire fighters to
8 attend that, outside of the use of ABL?

9 A No.

10 Q Okay. If we could look at - so what category of
11 records would that - or I'm sorry - what category of use
12 would that fall in, under the Hours by Reason of Exhibit
13 4?

14 A It would fall under Other Association Business.

15 Q Okay. There's two other sets of records that I
16 think are similar here.

17 If you look at 867b? It appears as though
18 there's two separate entries on June 13th, 2018, also
19 for the ATX Combat Challenge Team? Would those be the
20 same category of records for use of ABL?

21 A Yes.

22 Q And then if you flip to g, it looks like - and
23 maybe you can help explain the difference - but it looks
24 like there's two other entries, one from October 13th, and
25 one from October 11th, both in 2017, that reference a

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1 and things like that, is the way I would - I - the way I
2 interpret it, not necessarily a Political Action Committee
3 meeting.

4 Q (Mr. Riches) So you're - and so you - it would
5 be your view that attendance at Political Action Committee
6 meetings is not prohibited by Article 10?

7 A That would be my interpretation.

8 Q Okay.

9 A Yes.

10 Q Thanks.

11 If we could go back to Exhibit 5, which is
12 the ABL data dump?

13 On the very first page there, which is
14 867a, or Alpha, there's three separate entries, all for -
15 from July 1st, 2018, and they reference "An ATX Combat
16 Challenge Team will be competing in the Fire Fighter
17 Combat Challenge Event, being held in Longmont, Colorado."
18 Do you see those?

19 A Yes, sir.

20 Q Do you know what that event was?

21 A Yes.

22 That's the - the Combat Challenge Team,
23 which is a - a competitive event where fire fighters can
24 compete doing various - doing various - I won't say
25 skills, but tasks that are associated with fire fighting.

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1 World Scotts Fire Fighter Combat Challenge. Is that the
2 same thing, or is that something different?

3 A No, sir. That's the same thing.

4 Q Okay. And would those also fall under Other
5 Association Business, for the Hours by Reason?

6 A Yes, sir.

7 Q Do those activities advance the mission of the
8 Department, or that of the AFA?

9 A I think it - it's another one of those that -
10 that does both.

11 Q Can you explain how - can you explain how those
12 might advance the interests of the Department?

13 A Sure.

14 If - if you'll reference our - I believe
15 it's our goals? It talks about the Fire - Austin Fire
16 Department's goals.

17 One of them is to have a - a - oh - a -
18 well, what do they say? How exactly is it worded?

19 I think it's something along the lines of -
20 of fit and well - not well.

21 It - it's a fit and healthy workforce, and
22 this is certainly something that - for - promotes fitness
23 and wellness.

24 Q So the purpose - the - the Department's interest
25 in this would be to ensure that fire fighters have proper

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1 physical fitness?

2 A I think it encourages proper - proper physical

3 fitness.

4 Q But no fire fighters are released from their

5 regular duties for any other purpose outside of ABL, to

6 participate in these activities?

7 MR. BIRRING: Objection. Form.

8 A (The Witness) To participate in - in - in the

9 Combat Challenge, itself, or wellness activities, in

10 general?

11 Q (Mr. Riches) Yeah. Combat Challenge, itself.

12 A No. This - it's - it's just the - the Combat

13 Challenge.

14 Q But it - and why would ABL be necessary to

15 participate in this, rather than just releasing a fire

16 fighter on some other form of leave?

17 MR. BIRRING: Objection. Form.

18 A (The Witness) So that was something that - that

19 we had discussed with Chief Nicks, about whether or not

20 he'd be willing to - to support - to support this, and

21 he - he actually said that, yes, that he - he believed

22 it - it furthered both the mission of the Fire Department

23 and - and the Association, and I think he set aside three

24 hundred hours of - of ABL specifically for this program.

25 Q (Mr. Riches) So this was an example where the

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1 So it's - it's exactly as it says. The

2 fishing tournament is set up, and the fishing tournament

3 is a - an event that the Austin Fire Fighters Association

4 sponsors, and it's to raise money for cancer.

5 Q And so the use of ABL is to assist in a

6 charitable activity of the AFA?

7 A Yes, sir.

8 Q Does this also fall in to Other Association

9 Business for the Hours by Reason that's reflected in

10 Exhibit 4?

11 A Yes.

12 Q There's a - three other similar entries there,

13 and I'll ask you to flip to j.

14 There's one from June 16th, 2017, and

15 it's "Attend annual fishing break as Board member of

16 Relief and Outreach."

17 Is that the same fishing tournament?

18 A Yes, sir. It is.

19 Q And is that also categorized as Other

20 Association Business?

21 A Yes, sir.

22 Q And the next page, on k, there's an entry from

23 April 18th, 2017, "Request time off to attend AFA

24 Fishing Tournament for Relief and Outreach."

25 Is that the same fishing tournament?

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1 Department went to Chief Nicks and asked that ABL be used

2 specifically for this purpose?

3 A I think actually the fire fighters did. If I

4 remember how that actually transpired, it was the fire

5 fighters went to it because of - we were in such dire

6 straits with overtime, in general - in general, that -

7 that having something like this, where we were - we were

8 paying fire fighters to work overtime to go participate or

9 backfill for it, the Department couldn't - couldn't

10 justify doing - doing it on - on its own, and so that was

11 something they went to him and said, "Could we do this".

12 He believed it fit.

13 We couldn't argue that it didn't, because

14 it's certainly part of our goals, and - and it's been

15 approved since.

16 Q Could fire fighters have been offered unpaid

17 leave to participate in this sort of activity?

18 MR. BIRRING: Objection. Form.

19 A (The Witness) Or they could have taken

20 vacation. So yes.

21 Q (Mr. Riches) Okay. Turning back to Exhibit 5?

22 If you could flip to 867b? There's an entry at

23 June 14th, 2018 for a fishing tournament setup. Do you

24 recall what that activity was?

25 A Yes.

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1 A Yes, sir. It is.

2 Q And that's also Other Association Business?

3 A Yes.

4 Q And on m, two pages there, and it looks like

5 there's a - two entries, one for January 25th, 2017, and

6 one for January 19th, 2017, both referencing the fishing

7 tournament.

8 Is that the - the same charitable fishing

9 tournament that the AFA sponsors?

10 A Yes, it is.

11 Q And that also falls in to Other Association

12 Business?

13 A Yes, it does.

14 Q You mentioned that the AFA had - is the sponsor

15 of these tournaments.

16 Is it your view that then attendance at the

17 fishing tournament, while on ABL, advances the mission of

18 the Department, or the mission of the AFA?

19 A Again, it's one of those things that they - they

20 somewhat are - are intertwined.

21 Again, the Fire Department wouldn't host a

22 fishing - a fishing tournament to raise money for cancer,

23 but - but the Association can, and it directly benefits

24 the fire fighters, who are on duty here, the Austin Fire

25 Department, a lot of times, when they potentially contract

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1 cancer.

2 So, again, it - it has a - it has a - a

3 benefit and - and - if somewhat indirectly.

4 Q Why couldn't the Department, itself, host an

5 event like that?

6 A Well, we're not set up as a - as a

7 non- - nonprofit, and I believe there would be issues with

8 it.

9 Now I say that. I've never explored that,

10 but I would assume that would - there would be issues.

11 Q You mean that there - there might be issues with

12 the City directly supporting a private nonprofit?

13 A Yes.

14 MR. BIRRING: Objection. Form.

15 A (The Witness) Oh. Yes.

16 Q (Mr. Riches) What sort of issues would you

17 think would be raised, by something like that?

18 A I would not know, for sure. I'm not a -

19 necessarily - necessarily an expert in that area.

20 Just in - in my mind, it - it would seem

21 like that would be problematic for the - for the Austin

22 Fire Department or the City of Austin to set something

23 like that up.

24 Q Yeah.

25 In this case, though, the City of Austin

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1 attend Ryan Endicott Golf Tournament".

2 Is that the same golf tournament?

3 A Yes, sir. It is.

4 Q And is that Other Association Business, as

5 reflected in Exhibit 4?

6 A Yes.

7 Q Does that one support the mission of the

8 Department, or of the AFA?

9 A The same answer as before. I think it - I think

10 it's both, to some extent.

11 Q And I'm sorry, but one more.

12 And why is it that that one would advance

13 the interests of the Department?

14 A For the same reasons as the - as the fishing

15 tournament, and it's - it's to benefit fire fighters who -

16 who potentially - well, who - who do contract cancer.

17 And potentially it could have been through

18 the - their course of - of their normal duties, working -

19 working for the Austin Fire Department and the City of

20 Austin.

21 Q And what's the - what - what's the City's

22 involvement there? Could the City independently support a

23 nonprofit for that purpose?

24 MR. BIRRING: Objection. Form.

25 A (The Witness) I am not sure if they could or

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1 is paying City of Austin employees to participate in the

2 very same activity, by funding ABL. So what would be the

3 difference there?

4 A That it was - again, when I say - earlier, it

5 definitely benefits the A- - AFA, with the indirect to the

6 Fire Department.

7 It was time that was negotiated in a

8 contract, and - and we felt like it fell within the - what

9 our intent said when we approved it.

10 Q Okay. If we could flip back to Exhibit 5? And

11 if we could turn to h?

12 It looks like there's an entry from

13 September 12th, 2017 that references working a golf

14 tournament as EBoard member and R&OR Board member from a

15 Daryl Burns. Do you see that entry?

16 A Yes, sir. I do.

17 Q Do you know what that activity is?

18 A It is another fundraising activity for cancer,

19 and this particular one is a - is a golf tournament.

20 Q Does that also qualify for Other Association

21 Business, as reflected in the Hours by Reason of Exhibit

22 4?

23 A Yes.

24 Q And if you flip to p, there's an entry from

25 September 11th, 2016. "Request leave to be able to

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1 not.

2 Q (Mr. Riches) Okay. The - if you could turn to

3 Exhibit 5, 867u?

4 There's four separate entries - all of them

5 are from January 16th, 2016 - for Battle of the Badges

6 charity event; for Partnerships for Children; boxing in

7 the charity event".

8 Do you know what those are for?

9 A Yes, sir.

10 There was a - another - another charity

11 event, and in this particular case, it was a - it had, I

12 believe - well, law enforcement, fire, and EMS

13 departments. And so not limited to Austin, but it - also

14 in Travis County and the surrounding areas. They had a -

15 a boxing tournament, and the - the money, again, went to

16 a - a particular charity.

17 Q Does that fall in to Other Association Business,

18 as well, that's reflected in Exhibit 4 for the Hours by

19 Reason?

20 A Yes.

21 Q And does that support the - directly support the

22 mission of the Department, or the AFA, in your view?

23 A Again, I think both.

24 Q Both.

25 A Yeah. Both.

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1 Q And how is it that that supports the mission of
2 the Department?

3 A Well, I - I - again, you - it's - you're talking
4 about a - a wellness issue. Boxing certainly encourages
5 fitness and wellness.

6 The other - the other one - the other
7 thing, in this particular deal, is it wasn't just for fire
8 fighters. This was for children.

9 I would think that it - it fosters good
10 will in the community, which is certainly something that's
11 at the interests for - for the Austin Fire Department and
12 City of Austin.

13 Q And - okay. If we could flip back to Exhibit 1,
14 which is the Collective Bargaining Agreement? Article 10.

15 When a - when a fire fighter is using ABL
16 to participate in the activities, some of which we just
17 discussed in Exhibit 5, what happens to that fire
18 fighter's position in the Fire Department while he or she
19 is on ABL? Is it backfilled by another fire fighter, or
20 how is that time covered?

21 A So it - it depends.

22 If - if our staffing is such that in that
23 particular - particular day or period of time that they're
24 asking for a - for leave, if we are plus, meaning that we
25 are above our minimum staffing, then that individual is

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1 takes off, we don't backfill for.

2 If I'm less - at the 251 or less, I pay
3 overtime for.

4 Q So if you're in a situation where you're at 251
5 or less, and a fire fighter is using ABL - for whatever
6 activity - you would be required to backfill that fire
7 fighter's position with an overtime fire fighter?

8 A We would.

9 And - and if staffing is bad enough, on
10 that particular day, it - it - you may actually turn ABL
11 down.

12 It doesn't happen very often, obviously, as
13 we just looked through, but if staffing is really
14 critical, you - you may turn it down.

15 Or if we go through a severe weather event,
16 or something like that, you - we may cancel certain
17 activities.

18 Q Do you recall any instances where ABL was
19 denied, for staffing purposes?

20 A No.

21 Q Looking back at Exhibit 1, Section 1B1, where it
22 talks about the Association President, and his ability to
23 use ABL for any lawful Association business activities?

24 Is there anything in Article 10, or
25 anywhere else in the CBA, that obligates the AFA President

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1 just given the time - the - the time off, and there's no
2 backfill for it.

3 If we are at our minimum staffing, or -
4 then if - then, of course, if that person is off, we
5 backfill somebody on overtime behind him.

6 Q Okay. So it depends on the staffing levels?

7 A Yes, sir.

8 Q And in certain circumstances, a backfill is
9 required, without the need for overtime?

10 A Yes.

11 It takes - so even though we - we have,
12 like I said, about a thousand people assigned to
13 operations, on any given day it only takes - it takes
14 251 people to - to meet minimum staffing, so that means
15 that there's four person - people - or four person engine
16 companies, four person rescues, four person ladders, and -
17 and somebody assigned to each Battalion Chief - or
18 Chiefs - Chief Officer's position.

19 So that all adds up to 251 across the City.

20 In order to accommodate for vacations, and
21 sick leave, and thing like - things like that, you
22 actually have to staff more than four people on each of
23 those.

24 And so if everybody shows up to work that
25 day, then I'm - then I'm more than 251, and anybody that

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1 to perform specific activities for the Department?

2 A The special assignments section - section that
3 we talked about.

4 Q The special assignment section? That's the one
5 that is in --

6 A It's --

7 Q -- 2C?

8 A Yes, sir.

9 Or special projects. I leave that at the
10 discretion of the Fire Chief.

11 Q So the - the AFA President can be required to
12 perform special assignments at the direction of the Fire
13 Chief?

14 A Yes, sir.

15 Q And, to your knowledge, that hasn't happened
16 with Chief Nicks?

17 A No. No.

18 But I - in - but at - another one that
19 just popped in to my head - you know, because he's subject
20 to - to following the Code of Conduct, just like any other
21 fire - fire fighter, he has had charges brought up to - on
22 him for activity - for activity not - not related to ABL,
23 but him as a fire fighter, because he's - he's subject to
24 the same rules as every other fire fighter, and he's had
25 to go through a PSO investigation, and those were mandated

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1 by the Fire Department, for him to participate in those.
2 Q For Chief Nicks to participate in an
3 investigation of his own alleged misconduct?
4 A Yes, sir.
5 Q But he didn't - he didn't use ABL for that
6 purpose?
7 A Well, no. He - he would have been on A- - ABL,
8 because his - all - all of his time is on ABL.
9 Q Okay. Do you recall when that - when that
10 occurred? When this investigation occurred?
11 A Hmmm. Last year. Probably around
12 November/December time frame.
13 Q It would have been November or December of 2017?
14 A '17.
15 Q And what was the allegation?
16 A A violation of Code of Conduct and I think
17 Social Media Policy.
18 Q Do you recall the specifics of what the
19 violation was, of the Social Media Policy or the Code of
20 Conduct?
21 A He had posted materials that were somewhat libel
22 and slanderous --
23 Q Okay.
24 A -- against another - another member of the
25 Department.

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1 Q So he was - he was obligated to participate in
2 an interview of the allegations, and then also to
3 participate in an adjudication of --
4 A Yes, sir.
5 Q -- the investigation's findings?
6 A Yes.
7 Q And during that time, it's your understanding
8 that he was using Association business leave?
9 A I believe - I - I believe he would have been.
10 I don't - I - he - again, since he's assigned to a forty
11 hour workweek position, and all 2080 hours are ABL to him,
12 the only - the only time that he would - he would take off
13 that wasn't ABL would be a - would be for vacation -
14 personal leave reasons.
15 Q Do you recall the outcome of the allegations?
16 A I - I am not privy to that. That would have
17 been something between Chief Dodds, and Chief Kerr, and
18 him.
19 Q Okay. Getting back to Article 10, you had
20 identified, as one requirement of Chief Nicks, would be
21 to perform special assignments pursuant to Section 2C.
22 Or is there anything else in here that
23 obligates Chief Nicks to perform any specific activities
24 for the Department?
25 A No. Nothing that - that's - that's in here.

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1 Q So he was alleged to have posted slanderous
2 materials against another fire fighter?
3 A (Witness nodded head up and down.)
4 Q And then what happened, after the allegations
5 were brought to the Department's attention?
6 A I - it was - it was thoroughly investigated, and
7 his supervisor, at the time, handled it at - at the chain
8 of command level, which that would have been between him
9 and - and Chief Dodds.
10 Q His supervisor being the Fire Chief.
11 A Well, at that time, it was Chief - Chief Dodds,
12 Chief of Staff.
13 And - and I say that. I - because I don't
14 know that - I'm not his supervisor - it could have been
15 Chief Dodds and Chief Kerr.
16 Q During the course of the investigation, and then
17 the administrative review of the - the - the alleged
18 misconduct, was Chief Nicks obligated to provide
19 information, and to spend time working on the
20 investigation?
21 A He had to participate in the investigation, so
22 certainly - like when - when he was being interviewed -
23 and - and so it - it would have been limited to - to his
24 interview and any disciplinary of - procedure that he had
25 been subjected to by Chief Kerr or Dodds.

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1 Q Is there anything - is there any other policy,
2 that's not in Article 10 or the CBA, that obligates Chief
3 Nicks to perform specific duties for the Department, while
4 he is using ABL?
5 A Aside from what we already talked about, like
6 the committee - or the - the meetings that he's required
7 to participate in, no.
8 Q Okay. Is there anything, in Article 10 - or
9 elsewhere, in the CBA - that obligates other
10 Association - Authorized Association Representatives to
11 perform specific activities for the Department?
12 A While on ABL --
13 Q Yes.
14 A -- or --
15 Q While on ABL.
16 MR. BIRRING: Objection. Form.
17 MR. STEWART: The same objection.
18 A (The Witness) I - you know, I - I'm trying to
19 think about that in about five different - different ways.
20 I - I guess could I get you to clarify the
21 question, so I know specifically the way I need to answer
22 it?
23 Q (Mr. Riches) Is there anything - is there
24 anything that requires Authorized Association
25 Representatives to perform specific activities for the

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1 Department, while they're using ABL?

2 MR. BIRRING: Objection.

3 A (The Witness) No.

4 MR. BIRRING: Form.

5 Q (Mr. Riches) That - so there's no requirement

6 that Authorized Association Representatives perform

7 specific functions for the Department, while using ABL?

8 MR. BIRRING: Objection. Form.

9 A (The Witness) So --

10 MR. STEWART: The same objection.

11 A (The Witness) So it's some - somewhat difficult

12 to answer, because, as I'm sitting here think - as I think

13 through things - like, for instance, in the - in the - the

14 grievance procedures, or the disciplinary procedures. I

15 mean, they are there as a representative, and it's our

16 requirement - I say our requirement. If they are going to

17 take - take ABL, of course we're requiring that you be

18 there, because we've given you the time off to - to - to -

19 to do that.

20 So, I mean, in that sense, yeah. It is a

21 requirement.

22 Because if you've asked for it, and I've

23 approved it, you'd better - you'd better be there.

24 And - and, again, I'm going to know, if you

25 don't show up to a grievance or a discipline -

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1 I - so is - is - is it - ask it one more

2 time. Let me make sure. I - I --

3 Q Does Article 10, or the CBA elsewhere, require

4 that Authorized Association Representatives, who are using

5 ABL, perform specific services for the City?

6 A Okay. Not - not specifically for the City;

7 however, as I was stating before, is if - if you took ABL

8 time, there is an expectation that you're doing what you

9 say you're - you're doing.

10 So in the - in the case of a - of a

11 grievance, you know, participating in that process, or a

12 disciplinary process, if you take ABL, or - and you're

13 approved for it, the expectation is you are there. If you

14 are not, then you would be subject to the - to our

15 policies and procedures for like absence without leave.

16 Because if you ask for it and you didn't

17 show up to it, then that - there's going to - you're going

18 to be subject to a PSO investigation.

19 Q I understand. So there's --

20 A Sure.

21 Q -- there is a departmental policy and

22 expectation that if you're granted ABL, for a specific

23 purpose, that you use it for that purpose.

24 A Yes. That - that's - that is exactly what I am

25 agreeing to.

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1 disciplinary process.

2 So that's why I'm saying I'm finding that

3 difficult to answer, because of that.

4 Q (Mr. Riches) I guess it - let's use that as an

5 example.

6 Is there anything, in Article 10, or

7 elsewhere in the CBA, that obligates an authorized

8 Association Representative to actually use ABL for a

9 grievance procedure?

10 MR. BIRRING: Objection. Form.

11 A (The Witness) No.

12 Q (Mr. Riches) Is there anything that obligates

13 Authorized Association Representatives to use ABL for any

14 other purpose?

15 MR. BIRRING: Objection to form.

16 MR. STEWART: The same objection.

17 MR. RICHES: What's the objection?

18 MR. BIRRING: I - I'm personally very

19 confused by what the question is asking.

20 A (The Witness) I --

21 MR. BIRRING: But I just think it would be

22 better, on the record, if it was more precise.

23 Q (Mr. Riches) Do you understand the question,

24 Chief?

25 A (The Witness) I - I think I do.

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1 Q Okay. My question is, is there a mandate, in

2 the CBA, that requires that those on ABL actually perform

3 any specific function for the Department?

4 So is there a requirement that - that, for

5 example, a member actually use ABL to represent somebody

6 at a grievance --

7 A Oh.

8 Q -- procedure?

9 A I - okay. In that sense, no.

10 Q Okay.

11 A Yeah. There's no requirement for the person

12 that says, "You - you have to use ABL for this." Is -

13 that's what you're asking? Correct?

14 Q That's correct.

15 A No.

16 Q Okay. Thanks, Chief. Appreciate that.

17 Do you know if the Department receives any

18 monetary benefits, in exchange for the pool of ABL hours

19 that's identified in Article 10?

20 MR. BIRRING: Objection.

21 I think this is outside the scope of his

22 designated topic.

23 MR. RICHES: In terms of accounting for the

24 use of ABL?

25 MR. BIRRING: Which - would this be

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1 Number - oh. Okay. Number 7. Okay.
 2 Q (Mr. Riches) Do you want me to repeat the
 3 question, Chief?
 4 A (The Witness) Yeah. Please.
 5 Q Do you know what benefit - well, does the -
 6 does - does the Fire Department receive any monetary
 7 benefits, in exchange for the ABL hours that are
 8 identified in Article 10?
 9 MR. BIRRING: So I'll object.
 10 I think this is part of a different topic,
 11 on Number 3.
 12 But - yeah. It's a form objection.
 13 MR. RICHES: Okay. Thanks.
 14 A (The Witness) Okay. So - so --
 15 MR. STEWART: Object to form.
 16 A (The Witness) -- so yes. It - well - but it's
 17 a very complicated answer - answer to the why I think it's
 18 yes --
 19 Q (Mr. Riches) Sure.
 20 A -- is because, again, it's a contract with
 21 several different articles in it where the - the City and
 22 the Fire Department benefits from having certain - certain
 23 articles in it, the hiring being - being one, promotions
 24 being another. Drug testing. Those are just three
 25 examples.

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1 and your best managers. It's just somebody that memorizes
 2 things very well, and may not have a good fit, otherwise.
 3 Well, we would like to put things in - in the process,
 4 like assessment centers, or the right for the Chief to
 5 appoint; that it - it provides us the benefit of getting -
 6 getting better leaders in to those positions.
 7 So that would be a benefit to us.
 8 Now in exchange for that, there are things
 9 like ABL, or - or whatever. They're - they're - they're
 10 traded off.
 11 Q I see.
 12 Is there - is there other benefits, apart
 13 from those that might be derived from the collective
 14 bargaining process, and entering in to a Collective
 15 Bargaining Agreement that the Department derives from ABL?
 16 MR. STEWART: Objection. Form.
 17 MR. BIRRING: Objection. Form.
 18 A (The Witness) Other benefits besides
 19 promotions?
 20 Q (Mr. Riches) Right.
 21 A Hiring is - is another area.
 22 Q I mean, is there - is there other benefits,
 23 outside the context of entering in to the Collective
 24 Bargaining --
 25 A Oh. Oh.

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1 And there's others, where the City has -
 2 has gained rights that we wouldn't have had under a strict
 3 143 standard, or our - our rule, and so we've gained in
 4 those - in those - those - those areas. While you see ABL
 5 as being something that the - the Association benefit -
 6 benefited from.
 7 So it was a - it was a quid pro quo,
 8 give-and-take. Yes, we benefited, but not directly from
 9 ABL. It was as a result of ABL being approved.
 10 Does that make sense?
 11 Q I think so.
 12 A Okay.
 13 Q So what would that - I - I believe I heard you
 14 explain that maybe the benefits of collective bargaining,
 15 and entering in to a Collective Bargaining Agreement,
 16 itself? Is that what you were referring to --
 17 A Yes.
 18 Q -- as a benefit to the Department?
 19 A Yes. That - that we gain certain rights,
 20 management and - and the - and the City. Such - such
 21 things like being able to appoint Division Chiefs, as - as
 22 opposed to strict Civil Service testing; being able to put
 23 assessment centers in to other - of - for other ranks,
 24 where we think, you know, a - a - a 100 question multiple
 25 choice test doesn't always yield your - your best leaders

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1 Q -- Agreement?
 2 A I'm sorry. Okay.
 3 MR. BIRRING: Objection. Form.
 4 A (The Witness) No. No. Not that I could think
 5 of.
 6 Q (Mr. Riches) You have - you have been with the
 7 Fire Department for about twenty-seven years.
 8 A Yes, sir.
 9 Q And a member of the AFA during that whole
 10 period, except the first six months. Is that right?
 11 A Yes, sir.
 12 Q Are you aware that the Department has not always
 13 granted ABL for the activities that the Department now
 14 grants ABL for?
 15 A Yes.
 16 MR. STEWART: Objection.
 17 A (The Witness) I am.
 18 MR. STEWART: Form.
 19 MR. BIRRING: Objection. Form.
 20 A (The Witness) Yes, I am. Sorry.
 21 (The Reporter asked for a repeat of the
 22 last part of the question, to be sure
 23 she heard it correctly.
 24 MR. RICHES: I asked if Chief Woolverton
 25 was aware that the Department had not always granted ABL

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1 for all of the different activities that the Department
 2 now grants ABL for.
 3 A (The Witness) And the answer is yes.
 4 Q (Mr. Riches) If - if ABL were eliminated
 5 tomorrow, could the Department still negotiate with the
 6 AFA to enter in to a Collective Bargaining Agreement?
 7 MR. STEWART: Objection.
 8 MR. BIRRING: Objection.
 9 MR. STEWART: Form.
 10 MR. BIRRING: Form.
 11 A (The Witness) Yes. I - I - I am not sure why
 12 we couldn't. I - but - but I - yeah.
 13 Again, I guess we'd go back to a - a whole
 14 new agreement, if that - if that was taken off the table.
 15 Yes.
 16 Q (Mr. Riches) And is it - is it your view that,
 17 during the collective negotiations process, the Department
 18 could take that off the table? Could eliminate ABL in its
 19 next Collective Bargaining Agreement?
 20 A Yes.
 21 MR. BIRRING: Objection. Form.
 22 A (The Witness) Yes.
 23 Q (Mr. Riches) Is there anything that the
 24 Department has put in place to ensure that the benefits -
 25 and I think you've identified collective bargaining as the

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1 And so in that sense, it's a - yes. There
 2 is benefit to it, and we could realize that.
 3 Q (Mr. Riches) Could the AFA also represent its
 4 members in grievances without using ABL?
 5 A Certainly. (Witness nodded head up and down.)
 6 Q You indicated, previously, that Chief Nicks
 7 reports directly to the Fire Chief. Is that correct?
 8 A I - I'd have to look at the org - at the org -
 9 org chart again. It's either the Chief of Staff or the
 10 Fire Chief.
 11 And it - and it may have differed, from -
 12 from year to year.
 13 Q Do you know the nature or extent of the
 14 interactions that Chief Nicks has with either the Chief of
 15 Staff or the Fire Chief?
 16 MR. BIRRING: Is this an individual or a
 17 corporate rep --
 18 MR. RICHES: This is --
 19 MR. BIRRING: -- question?
 20 MR. RICHES: -- individual.
 21 MR. BIRRING: Okay.
 22 A (The Witness) One more time, then.
 23 Q (Mr. Riches) Do you know the nature of the
 24 interactions that Chief Nicks has with his first-line
 25 supervisor?

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1 only benefit - but that the benefit of collective
 2 bargaining is actually realized, through the use of ABL?
 3 MR. BIRRING: Objection. Form.
 4 MR. STEWART: The same objection.
 5 A (The Witness) Say it one more time. I'm --.
 6 Q (Mr. Riches) Has the Department put in place
 7 any processes to ensure that the benefits of ABL are
 8 actually realized by the Department?
 9 MR. BIRRING: The same objection as before.
 10 MR. STEWART: The same objection.
 11 A (The Witness) I - when you say realize -
 12 realize, I guess that's - that's tough to - to quantify,
 13 or - or it's subjective. I - I don't know what - what
 14 it - how, exactly, to answer that.
 15 Now, you know, we - when they go through
 16 grievances, when the Association - Association brings
 17 forward grievances, or a member brings forward a
 18 grievance, the Association supports it and brings it
 19 forward, the end result could be benefit to the
 20 Department - the Department because we may be interpreting
 21 parts of the contract incorrectly, and - and that could
 22 have - keep us from having a lawsuit filed.
 23 And I would say then, in that particular
 24 case, if we could keep - keep the Department or the City
 25 out of a lawsuit, that was a good thing.

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1 A Some. Of - of course only the ones I'm - I'm
 2 privy to, because I'm in - I'm in many of those - of
 3 those - those meetings, where various topics get - get
 4 discussed, but certainly not all of them.
 5 Q Do you know if Chief Nicks' first-line
 6 supervisor directs his activities on a --
 7 MR. BIRRING: I assume --
 8 Q (Mr. Riches) -- daily --
 9 MR. BIRRING: -- this is --
 10 Q (Mr. Riches) -- basis?
 11 MR. BIRRING: -- also individual?
 12 (The Reporter asked for a repeat of the
 13 question, which she could not hear
 14 clearly.)
 15 Q (Mr. Riches) I - do you know if Chief Nicks'
 16 supervisor directs his daily activities?
 17 MR. BIRRING: Objection. Form.
 18 MR. STEWART: Objection. Form.
 19 A (The Witness) I do not believe that - that -
 20 that he directs daily activities. No.
 21 Q (Mr. Riches) And is it fair to say that Chief
 22 Nicks is, in some ways, outside the traditional chain of
 23 command, in terms of his reporting and supervision?
 24 MR. STEWART: Objection.
 25 MR. BIRRING: Objection.

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1 MR. STEWART: Form.
2 MR. BIRRING: Form.
3 Is this also individual?
4 MR. RICHES: This is individual.
5 MR. BIRRING: Okay.
6 A (The Witness) Yes. Yes. He - he's - he's
7 clearly outside the - the regular chain of command.
8 He was - prior to being moved to the
9 full-time President, after the - the 20- - 2015 Collective
10 Bargaining Agreement, he was Battalion 1 seat, I believe,
11 and, you know, that - that reporting structure, for
12 him, would have been to the Shift Commander on the C
13 shift, and then to the AC of over Operations.
14 Obviously, since he's the President, he's
15 pulled out of that chain of command and put in to his own,
16 where he reports to the Chief of Staff or the Fire Chief.
17 Q (Mr. Riches) And why is he placed outside the
18 regular chain of command?
19 A Well - well, One, because he's on a forty-hour
20 work - work week. Shift - it wouldn't make any sense for
21 a Shift Commander to - to - to try to manage any
22 activities of - of his, because a Shift Commander is only
23 at work every third day. He's at work every weekday,
24 Monday through Thursday. Or I said weekends. Monday
25 through Thursday.

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1 (Recess from 1:47 p.m. to 1:59 p.m.)
2 Q (Mr. Riches) Are you good, Chief?
3 A (The Witness) Yes, sir.
4 Q All right. Chief, I have just a few more
5 questions.
6 You had identified one fire fighter who was
7 a non AFA member, and I believe he was head of the
8 African-American Fire Fighters Association? Do you know
9 his name?
10 A It's Rory, R-O-R-Y --
11 RONNELLE PAULSEN: Hmmm?
12 A (The Witness) -- Campbell - Campbell, but he
13 goes by Blair.
14 Q (Mr. Riches) Campbell, but he goes by Blair.
15 And he is currently actively - actively
16 employed by the Fire Department?
17 A Oh. I-E? (Indicating) I thought he was -
18 R-O-R-I-E? (Indicating) Are you sure? (Indicating)
19 RONELLE PAULSEN: (Ms. Paulsen nodded her
20 head.)
21 MR. BIRRING: You can ask our next
22 corporate --
23 A (The Witness) He goes by --
24 MR. BIRRING: -- representative --
25 A (The Witness) -- Blair --

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1 The - the supervisor that would make the
2 most sense, given his position, would be somebody in the
3 executive staff - one of the ACs, or Chief of Staff, or
4 Chief - or the Fire Chief.
5 Given that he's the Association President,
6 I think it makes the most sense for the Chief of Staff or
7 the Fire Chief to supervise him.
8 Q Is there any other reason, apart from him
9 working a more traditional work schedule, that the
10 Department has placed him inside the traditional chain of
11 command?
12 A His job duties, I would - I would think,
13 certainly, are - are - are a part of that.
14 Q What is it about his job duties?
15 A Well, I mean, he's the - the Association
16 President. He's at City Hall a - a lot. That's a - it's
17 really outside of what most - well, any - any Division
18 Chief, or below, in the Department, of what they would be
19 familiar with, or - or - or would be aware of what he's
20 doing - you know, what he's doing.
21 MR. RICHES: Can we take a quick
22 five-minute break?
23 MR. STEWART: Sure.
24 MS. VAHL: Sounds good.
25 MR. RICHES: Okay. Thanks.

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1 MR. BIRRING: -- that --
2 A (The Witness) -- Campbell --
3 MR. BIRRING: -- exact same question.
4 A (The Witness) -- but I - it - it - it - it's
5 either R-O-R-Y or R-O-R-I-E.
6 Q (Mr. Riches) Got it.
7 But he's still actively employed by the
8 Department?
9 A Yes. He's a fire fighter in Battalion 7.
10 Q Does the Department have any mechanisms in
11 place, such that a - fire fighters could object to the use
12 of ABL for some particular purpose?
13 A No.
14 Q If a fire fighter objected to the use of ABL for
15 political activity, for example, does the Department have
16 any mechanism in place for that?
17 MR. BIRRING: Objection to form.
18 MR. STEWART: The same objection.
19 A (The Witness) I guess it - well, I'm sitting
20 here - I guess you could - you could protest it as a - a -
21 like a grievance. Not a contract grievance, but like a
22 policy grievance, if you were saying that it - it - it -
23 it violated something within E111.
24 I - I'd - I'd like to just say no, but
25 every time I do that, well - and - and go absolutes,

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1 somebody does it. Like, "Oh, yeah." Like, "Here you go."
 2 But I don't think so, but I guess they
 3 could.
 4 Q (Mr. Riches) Okay. Okay. Thanks, Chief.
 5 MR. RICHES: That's all the questions we
 6 have.
 7 A (The Witness) Oh.
 8 Q (Mr. Riches) Thank you very much for your time
 9 this morning and this afternoon.
 10 (Witness passed at 2:01 p.m.)
 11 MR. BIRRING: I'd like to save our Redirect
 12 questions until you're done, because they'll probably be -
 13 we're still not sure which corporate witness - well,
 14 probably be going between them, so in other words, we will
 15 save Redirect. The corporate rep --
 16 MR. HENNEKE: Are you going to keep Chief
 17 Woolverton here, then, until all the corporate rep is
 18 finished? Because you released the first one.
 19 MR. BIRRING: Yeah. That was mainly
 20 because she has some back issues. She has - she - she's
 21 been having --
 22 (The Reporter asked whether the
 23 conversation was to be held on the
 24 record or off the record.)
 25 MR. BIRRING: No. Let's go off the record

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1 fighters, can ask for some pretty far-fetched things,
 2 not - not thinking things through.
 3 So before - before it ever even makes it to
 4 me, it goes through those screens.
 5 Then, once the member gets approval from
 6 Chief Nicks, they submit the electronic form, and - and
 7 it's - that's the first that management actually sees the
 8 request.
 9 So for there to be, you know, ninety-eight
 10 or ninety-nine percent of - of all requests being
 11 approved, it's not surprising to me, because they've
 12 already been through some filters.
 13 Q So the request we see in Exhibit 5, on Formsite,
 14 would a - fire fighters making a request for ABL that's
 15 reflected in Exhibit 5, have they already - has he or she
 16 already received approval from Chief Nicks?
 17 A Yes, or --
 18 Q Okay.
 19 A -- they - or you wouldn't see it here, because
 20 it can't - it can't make it to the electronic form without
 21 his approval.
 22 Q Okay. And then once a fire fighter submits an
 23 electronic request, who then sees it next?
 24 A So simultaneously, it may - may be seen by the
 25 Battalion Chief and myself.

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1 for a second.
 2 MR. RICHES: Yeah. That's fine.
 3 (The deposition was recessed at 2:01
 4 p.m.)
 5 (At 3:07 p.m., the deposition
 6 continued as follows:)
 7 MR. BIRRING: Okay. So we're back on the
 8 record now with Chief Woolverton.
 9
 10 EXAMINATION
 11 QUESTIONS BY MR. BIRRING:
 12 Q So Chief, could you describe the process that a
 13 request for ABL goes through, to be approved or
 14 disapproved?
 15 A Okay. So the - the first thing that - that
 16 happens, of course, if a member wants to request ABL, is
 17 they should reference the - the policy, and the Collective
 18 Bargaining Agreement, that clearly states what it should
 19 and shouldn't be used for.
 20 They then have to send an e-mail, as the
 21 policy states, to - to Chief Nicks to - to request whether
 22 or not they could even ask for a ABL.
 23 It's my belief that many requests get
 24 turned away there. I don't know, for sure, because I
 25 don't see that, but I know that, fire fighters being fire

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1 Again, the Battalion Chief doesn't have
 2 a - approval or denial of requests. He's just aware that
 3 one of his members is - is asking for the leave.
 4 I get the one - the one that actually says,
 5 "Is it approved or not," and who I want the responses to
 6 go back to.
 7 Q So you have the authority to approve or deny a
 8 request for ABL?
 9 A Yes.
 10 Q And how do you determine whether to approve or
 11 deny it?
 12 A I had - well, if I had - if I had questions
 13 about - about - about it - and - and when I say questions,
 14 based - something that goes beyond what my understanding
 15 of Article 10 is - I'll refer back to Article 10 or the
 16 policy.
 17 If I still have questions about it, I - I
 18 will refer to - or - or question Chief - Chief Dodds, or
 19 whoever the Fire Chief may be, and say, "Hey. Does this
 20 sound like an appropriate - appropriate use?" We may
 21 involve - involve City Legal, at times.
 22 Q So in determining whether to approve or
 23 disapprove, you would base your decision on the
 24 limitations in Article 10 of the Collective Bargaining
 25 Agreement?

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1 A Yes.

2 Oh. Well, not - not on the limiting - not

3 just that.

4 I - I would have Article 10, which clearly

5 states what it - what it is and - and isn't, but there's

6 always those things that you go, "Well, that - that is

7 kind of a gray area." I may see other input from other

8 individuals.

9 But my point would be, is that there are

10 several people's input on this, beyond what's written in

11 the policy, on whether or not it fits ABL appropriately or

12 not.

13 Q In that policy in Article 10, which we have as -

14 in both Exhibit 1 and 2, do you know who wrote that

15 policy? Who wrote Article 10?

16 A Yeah.

17 It would have been during the Collective

18 Bargaining Agreement. It would have been the City, with

19 975, both contributing to - to writing what the - the

20 parameters are of Article 10.

21 Q Right. So both the City and the AFA, together,

22 determined what the parameters of the Association Business

23 Leave would be.

24 A Yes.

25 Q And that's what guides you, in determining

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1 room/shower.

2 He was - he was charged criminally. It was

3 going through - through the legal proceedings.

4 I - I believe the DA had struck a plea

5 deal, and Chief - Chief Nicks, and several of the

6 Association member - Association members requested the use

7 of ABL to take off to go down and support this - this fire

8 fighter.

9 We looked at it, thinking that it's -

10 it's - it's not so much a support of the fire fighter, as

11 it was a political statement against the DA, because they

12 disagreed with the plea bargain that had been struck. I

13 believe the - the plea was he got five years deferred

14 adjudication. They felt like he should have actually done

15 some jail time, and they wanted to make a statement

16 rebuke - rebuking the - the DA's decision to - to - to go

17 in the direction it was.

18 We looked at that and thought that was

19 clearly a political move, and we denied those requests.

20 Q Because that would not have been within the

21 restriction that involves that ABL use in Article 10?

22 A Yes.

23 Q Okay. And can we talk a little bit about some

24 particular uses of ABL? For example, the Combat

25 Challenge?

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1 whether to approve or disapprove a request?

2 A Yes.

3 Q And the fire fighters are - know about

4 those - the policy on ABL before they send a request.

5 Right?

6 A Yes.

7 Q So by the time a request comes to you, the fire

8 fighter has read Article 10, understands what ABL can be

9 used for. It's been - they've requested permission from

10 Chief Nicks, and then it comes to you. And that would be

11 reflected in Exhibit 5. Right?

12 A Yes.

13 Q It - can you give us an example of times when

14 you've disapproved an ABL request that's made it all the

15 way to Formsit?

16 A Yes.

17 So the - the most - the most recent ones

18 that - that I had turned down involved fire fighters

19 wanting to go to the Travis County Courthouse to support a

20 female fire fighter who - who had been - been involved in

21 a - a criminal investigation - well, I say involved in a

22 criminal investigation. She was the victim in a

23 inappropriate or illegal recording at a fire station.

24 Specifically a Lieutenant hid a spy camera, and attempted

25 to record her while she was in the - the dressing

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1 You can - you - I believe earlier you

2 testified a little bit as to how this benefits the

3 Department, but could you kind of expand on that?

4 A Sure.

5 And - and is it possible to - to reference

6 the - the - the information that's in the - in - I guess

7 it's in whatever this document is here. (Indicating)

8 Q Is that --

9 A It's this - it's this one. (Indicating)

10 It's - it's like Page 2 or 3, where it

11 talks about the mission of the Austin Fire Department, and

12 the - or - or not mission, but goals.

13 MS. VAHL: Let me --

14 MR. BIRRING: Can we --

15 MS. VAHL: -- we can maybe print out a copy

16 of the - the mission statement --

17 A (The Witness) I - I just didn't want to --

18 MS. VAHL: -- if you want to --

19 A (The Witness) -- misquote what it actually

20 says.

21 But it talks about in - having a - a

22 healthy and well workforce, and that being one of - one of

23 our goals.

24 And - and the - the Combat Challenge Team,

25 as well as the boxing tournament, actually directly

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1 supports that particular goal of the Austin Fire
 2 Department.
 3 And it may not be in that document.
 4 It was in a - one of them that you gave me
 5 to prepare for - or prepare with.
 6 MS. VAHL: If I could have everyone's
 7 indulgence, I can go print that out, quickly.
 8 Well, maybe --
 9 MR. BIRRING: Sure.
 10 MS. VAHL: -- stop - if you wanted to ask
 11 something else? I - I can --.
 12 MR. BIRRING: Yeah.
 13 So shall we go off the record for a second?
 14 Would you be okay with us grabbing that,
 15 and attaching it as an exhibit, so --?
 16 MR. RICHES: Yeah.
 17 (Recess from 3:15 p.m. to 3:19 p.m.)
 18 (Exhibit Number 6 marked.)
 19 Q (Mr. Riches) Okay. We're now back on the
 20 record.
 21 Chief Woolverton, do you see the document
 22 that the Court Reporter marked Exhibit Number 6?
 23 A (The Witness) I do.
 24 Q Have you seen this before?
 25 A Yes, I have.

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1 would want fire fighters coming to their - to their
 2 emergency event to be - to be fit and well-trained.
 3 And - and, in fact, if they weren't fit and
 4 well- - well-trained, they might be - might not be able to
 5 do their job very well, and, you know, citizens may pay
 6 the price for that.
 7 Q Right.
 8 Now other activities for which ABL was
 9 approved have been to promote other goals of the Austin
 10 Fire Department, as well. Right? Such as fostering
 11 goodwill?
 12 A Yes.
 13 Q And can you talk a little bit about the
 14 importance of the City of Austin's Fire Department to
 15 foster goodwill with the public?
 16 A You - sure. I mean, one thing you definitely
 17 want a - a - a - a community to do is have confidence in -
 18 in their fire fighters, and - and part of that confidence,
 19 of course, is - is in knowing who - who they are, knowing
 20 that they care about what's important in the - in - to
 21 them, in the community. The things like the - the boxing
 22 tournament that - that was - that was for a - a - a
 23 children's fund.
 24 Q Is this the Battle of the Badges Boxing Charity
 25 Tournament on COA 867u?

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1 Q And can you identify what it is?
 2 A This is taken from the - the - the Internet, and
 3 it's - it's information about the Austin Fire Department's
 4 purpose, mission, visions, and goals.
 5 Q Can you describe how participating in Combat
 6 Challenge would support the mission, goals, or vision of
 7 the Austin Fire Department?
 8 A Yes. Specifically the - the - there are - there
 9 are five goals listed under our purpose, mission, visions,
 10 and goals.
 11 The second one is, "The Austin Fire
 12 Department will support and maintain a safe, healthy,
 13 well-trained, and high-performing workforce."
 14 And I would say that the - our
 15 participation in the Combat Challenge supports that
 16 particular goal.
 17 Q And why - why is that?
 18 A Well, you have to be extremely fit to
 19 participate and - and - and - well, not only participate,
 20 but to win, and our teams typically - typically win. And
 21 they are motivators to other fire fighters to also be - be
 22 fit, and well-trained, and high-performing individuals.
 23 Q Okay. And how does it support the Austin Fire
 24 Department to be fit and well-trained?
 25 A So I - I believe that any citizen would want -

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1 A Yes, sir.
 2 Q Okay.
 3 A And so - so that's - that's something that shows
 4 the community that - that you care.
 5 Q Can you talk a little bit about the grievance
 6 process, and when an Association - when a - a AFA member,
 7 an Austin fire fighter, is using ABL to represent another
 8 fire fighter in a grievance, can you talk about the
 9 benefits to the Austin Fire Department and to the City of
 10 Austin from that?
 11 A Sure. You know, management is comprised of
 12 human beings, and human beings make - make mistakes.
 13 And our interpretation of - of the - the -
 14 the rules and - and contracts that are put before - before
 15 us are - are not always a hundred percent. We - we - we
 16 strive to be a hundred percent, but we're not always
 17 perfect.
 18 And so when those grievances are filed, you
 19 know, it could be that we're interpreting something
 20 incorrectly, and those grievances help to identify those -
 21 those issues, and - and remedy them at the lowest level
 22 possible.
 23 If they weren't remedied at the lowest
 24 level, you could certainly have a lawsuit that would cost
 25 the City considerably more than a few hours of ABL.

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1 Q So would it be inaccurate to describe the
2 grievance as always an adversarial process between the
3 City and the AFA?
4 A No. Some - sometimes it is - it has clearly
5 benefited both.
6 Q But would it be accurate, I guess would be the
7 question.
8 A No. It's - it's - it's not accurate to say it's
9 always adversarial.
10 Q Okay. Beyond the language of Article 10, can
11 you talk about other limitations, or restrictions, or
12 policies that would apply to an AFA member using ABL,
13 including the Chief, Chief Nicks, the Association
14 President?
15 A So for - for - for ABL - of course if - if - if
16 you're on leave for us, and so if you were supposed to
17 work from noon till noon, and the first four hours of the
18 day you're on ABL, you're still subject to all the same
19 rules that any other Fire Department member is - is
20 subject to. That includes the - the Code of Conduct, just
21 like Chief - Chief Nicks, and the story that I relayed
22 earlier. All of the same policies still - still apply.
23 Q So even though Chief Nicks does not have to use
24 Formsite the way an Association member does, he still is
25 subject to many policies and limitations on his conduct

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1 A Yes.
2 Q So by the time it gets to you, the AFA, acting
3 through Chief Nicks, is the entity that's provided its
4 approval or denial?
5 A And I would say it's a - it's approval to
6 request it, not approval that it's going to be granted.
7 Even if should Chief Nicks sent approval to
8 one of the Battalion Chiefs and said, "Hey. I'm approving
9 this ABL for Fire Fighter Smith," they wouldn't accept
10 that, because the process outlined, and within our policy,
11 says it has to come from a Department-approved form, and -
12 and I'm the signer on those forms.
13 Q So Chief - Chief Nicks has approved the
14 submission of the ABL request.
15 A Yes.
16 Q And then once those requests have been
17 submitted, in your estimation, about ninety-eight to
18 ninety-nine percent of them have been approved?
19 A Correct.
20 Q Or are approved?
21 A That's correct.
22 Q Okay. You indicated that one of the
23 Department's function is to provide a healthy and
24 well-trained, high-performing workforce, and you
25 indicated, further, that part of that might be served by

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1 from --
2 A To --
3 Q -- the City --
4 A -- to --
5 Q -- of Austin.
6 A -- to all of the policies. He - he's not above
7 anything. It's a - it's in our policies, just like
8 everybody else.
9 So when they're on ABL, we still have -
10 have control over - over those members, in that sense.
11 MR. BIRRING: We pass the Witness.
12 (Witness passed at 3:26 p.m.)
13 MR. STEWART: Nothing here.
14 MR. RICHES: We do have some follow-up.
15
16 FURTHER EXAMINATION
17 QUESTIONS BY MR. RICHES:
18 Q The ABL request process, that you just described
19 through Formsite, that does not apply to Chief Nicks. Is
20 that correct?
21 A That's correct.
22 Q And you also indicated that there is other
23 people involved in the process, but by the time it gets to
24 you, the requests have been approved by Chief Nicks. Is
25 that correct?

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1 fire fighters attending something like the Combat
2 Challenge.
3 Does the Fire Department put in place other
4 approved activities to ensure a well-trained, and healthy,
5 and high-performing workforce?
6 A Many other things. Yes.
7 Q Does that include authorizing physical training,
8 for example, during the workday?
9 A Yes. In fact, it's part of our policy. It's
10 mandated you have - you have to - to spend an hour a shift
11 on PT.
12 Q Each day, every fire fighter spends an hour of
13 their shift doing PT?
14 A Yes.
15 Q Would it also be true that other sorts of
16 competitions might also serve the function of a healthy,
17 well-trained, high-performing workforce? For example a
18 CrossFit competition?
19 A Absolutely.
20 Q And a 5K?
21 A Yeah. Yeah.
22 And - and it - it takes many things. No
23 one thing can - can do it all.
24 It - it - it - Combat Challenge is a
25 seasonal deal, and then there's still nine months of the

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1 year that - that other activities go on, so --.

2 Q So if a fire fighter submitted a request for ABL

3 to participate in a CrossFit challenge, would - would that

4 be approved?

5 MR. BIRRING: Objection. Form.

6 A (The Witness) I would say it would depend.

7 One, we have no history with it, so it

8 would be something we would have to scrutinize and review.

9 Q (Mr. Riches) That would be a - what about if

10 the fire fighter submitted a request to do a 10K within

11 the City of Austin? Would something like that perhaps

12 be --

13 MR. BIRRING: Objection.

14 Q (Mr. Riches) -- approved?

15 MR. BIRRING: Form.

16 A (The Witness) Again, it --

17 MR. STEWART: The same --

18 A (The Witness) -- it --

19 MR. STEWART: Objection.

20 A (The Witness) -- we have no history with it,

21 but it's something we would, again, scrutinize and review.

22 It could be, but I'm - I'm - since we haven't done one

23 before, I - I don't - don't know, for sure, if we would

24 approve it. Yeah.

25 Q (Mr. Riches) Okay. You also indicated that

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1 true?

2 A (The Witness) That is.

3 MR. BIRRING: Objection. Form.

4 A (The Witness) Yes.

5 Q (Mr. Riches) In this case, however, the AFA is

6 deciding which charitable activities the Department

7 participates in, through the use of ABL. Is that --

8 MR. BIRRING: Objection.

9 Q (Mr. Riches) -- also --

10 MR. BIRRING: Form.

11 Q (Mr. Riches) -- true?

12 MR. STEWART: Objection. Form.

13 A (The Witness) I - I think it's - would be more

14 correct to say that the AFA, in discussions with the

15 Austin Fire Department management, have approved those -

16 those particular issues to be - or - or those particular

17 events to be some things that would be approved, and ABL

18 would be used for. Or could be used for.

19 Q (Mr. Riches) You discussed, in part, the

20 grievance procedure, and indicated that not all grievances

21 were adversarial.

22 Are some grievances, that are filed by

23 Department members who aren't happy with the Department,

24 adversarial?

25 A Some are. (Witness nodded head up and down.)

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1 part of the use of ABL, for certain charitable activities,

2 was to foster goodwill in the community. Is that correct?

3 A Yes.

4 Q Isn't it true that a whole range of charitable

5 activities could be viewed as fostering goodwill? For

6 example, the City's participation in a Food Drive?

7 A Absolutely.

8 The Fire Department's participation, more

9 recently, in - in the distribution and delivery of water

10 for the citizens in our current crisis.

11 All - all those things help to foster

12 goodwill for the Austin Fire Department.

13 Q What I'm trying to distinguish, though, is

14 activities that might be performed by a private charitable

15 organization, from those that the Fire Department would

16 perform directly.

17 So in an example you gave, distribution of

18 water during a water shortage, that might fall in the

19 proper purview of the Department. Would you agree?

20 A Yes.

21 MR. BIRRING: Objection. Form.

22 Q (Mr. Riches) There's certain activities,

23 however, in terms of charitable activities, such as ones

24 that ABL has been directed, that the Fire Department might

25 not be able to participate in directly. Is that also

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1 Q And at the end of day, a grievance is a member

2 of the Fire Department disagreeing with a decision by

3 management. Is that correct?

4 MR. BIRRING: Objection.

5 MR. STEWART: Objection.

6 MR. BIRRING: Form.

7 MR. STEWART: Form.

8 A (The Witness) Yes.

9 Q (Mr. Riches) And during the grievance

10 procedure, that fire fighter is represented by the AFA

11 representing that fire fighters's interests, not

12 management interests. Is that correct?

13 MR. BIRRING: Objection to form.

14 MR. STEWART: The same objection.

15 A (The Witness) Yes.

16 Q (Mr. Riches) Thanks.

17 That's all the questions we have.

18 (Witness passed at 3:32 p.m.)

19 MR. BIRRING: Okay. Then you will be done.

20 MR. RICHES: All right.

21 * * * * *

22 (The Certified Shorthand Reporter JUDY A.

23 COUGHENOUR JOHNSON hereby states that

24 Exhibit Nos. 3 through 6 were marked

25 during the deposition, and the originals

Judy A. Coughenour & Associates

1 are attached to the original transcript
2 of the deposition.)
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MARK PULLIAM AND JAY WILEY,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
&	§	
	§	
THE STATE OF TEXAS,	§	
Intervenor,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
CITY OF AUSTIN, TEXAS;	§	
MARC A. OTT, IN HIS OFFICIAL	§	
CAPACITY AS CITY MANAGER OF	§	
THE CITY OF AUSTIN; AND AUSTIN	§	
FIREFIGHTERS ASSOCIATION,	§	
LOCAL 975,	§	
Defendants.	§	419 TH 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

/s/ Sameer Birring
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Facsimile: (512) 974-1311

**ATTORNEY FOR DEFENDANTS CITY OF AUSTIN
AND CITY MANAGER MARC OTT**

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.

Via E-Mail:

David J. Hacker, Esq.

Andrew D. Leonie, Esq.

Austin R. Nimocks, Esq.

Office of Special Litigation

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AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975

/s/ Sameer S. Birring
SAMEER S. BIRRING
Assistant City Attorney

**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.

	AUSTIN FIRE DEPARTMENT Policy and Procedure	General Order Number E111.2
Subject: Association Business Leave	Effective Date: 09-01-2011	Rescinds: I111.1
		Page: 1 of 2
Application: Uniformed Personnel	Authorized by: 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.

Policy and Procedure
E111.2 Association Business Leave
Page 2 of 2

- 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.

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em player 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 #65	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 7/17(George PSO interview 7/23)(May not need the whole time requested, depends on length of interview)	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 Training, Lewiston Main	Yes	Other Association Business **define in purpose of request	Teaching WUI class to Lewiston Fire Department	Steve Gibbons	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	ation 3	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 Countouritis	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

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em ployee 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 denser	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 AAFSA	
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	Other Association Business **define in purpose of request	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 AAFSA	
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	1200	06/22/2018	1200												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	85	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.	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.	Ramy 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 Departmentscompeting 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 Departmentscompeting 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.	Larry Polvin	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 TxFireTalk 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	86	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	1000	06/29/2018	1200												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	1200	06/07/2018	1800												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	0900	06/08/2018	1200												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	

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em ployee Name	TxFIR#	Unit	Shift	Unit	Date Off	Time Off	Date On	Time On	Item #56	Item #57	Item #58	Item #59	Item #60	Item #61	Item #62	Item #63	Item #64	Item #65	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	36	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	36	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	0800	06/01/2018	1200															4.00			Approved		Batt 3C 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 4	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	1200	05/21/2018	1700															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	1200	05/08/2018	1700															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. Kruse, and Chief Nick.	Jeremy Copus	2143	esue 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	1000	05/01/2018	2000															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	1200	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	0800	05/02/2018	1200															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.	Colt 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 Clappitt'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		ABFF 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	1200	04/15/2018	1200															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 Other Association Business **define in purpose of request	Purpose of Request:	Firefighter/Em player 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 SA 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	1200	04/14/2018	1200												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 Committee 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	0700	04/30/2018	0700												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	1200												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 Noffinger	878	COMM	N		04/02/2018	0830	04/02/2018	1130												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	1200	04/02/2018	1400												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 Tjerna PSD interview/ apologize for the late request.Thank you	Christine Jones	1473	Q42	A		03/29/2018	1100	03/31/2018	1200												1.00			Approved		Batt SA 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 SA 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 LMI/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 - Woolvorton	Batt SA 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	1200	05/02/2018	1200												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	1200	05/02/2018	1200												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	1200	05/02/2018	1200												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/Em ployee 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 Clamplitt 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.	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 FQ1 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)	Officer's 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 Paetz	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 Cotti 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. Buhkahl	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	14:20														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).	Colt 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 Vecke	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 text approval.	Batt 7A 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/Em player 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 Sojoleth	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 4	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 TEEK, 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 ABL is available for these type of situations. I am submitting well in advance due to the registration constraints and limited availability of spots at TEEK.	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	0800	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	Davidie 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 Teliba	1272	87	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 PSD meeting 1/9 - 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-shft	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 approved	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	0800	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.	Colt 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	

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for:	Purpose of Request:	Firefighter/Em ployee 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	0800	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 SA 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 SA 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 TCPF Final Exam	Yes	Other Association Business **define in purpose of request	Instructor 1 TCPF 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 IC Workday	D. Randy Denzer	1461	Bat 5	A		01/30/2018	1200	01/31/2018	0800													20.00		Approved	This item is approved	Batt SA 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 SA A-Shift Commander Local 975	
11/13/2017	Association Business (ABL)	General Membership Meeting	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 Representation 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 PSD.	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 is 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 Ae	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	0800	10/24/2017	12:00													4.00		Approved	This item is approved	Batt 7C 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 Centra'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	esue 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	esue 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 SA 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	Dispatc	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 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 6	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 SA 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 SA 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 6	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 6	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	

Date request submitted:	Type of leave being requested	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Emergency Name	TxFIR#	Unit	Shift	Unit	Date Off	Time Off	Date On	Time On	Item #56	Item #57	Item #58	Item #59	Item #60	Item #61	Item #62	Item #63	Item #64	Item #65	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. It is presenting the NFPA 2400 standard	Colt 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	1200	10/10/2017	1700														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	1200	10/10/2017	1700														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	0800	10/04/2017	1200														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	1200	09/28/2017	1800														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	0900	10/02/2017	1200														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	1200	09/26/2017	1400														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	0800	10/02/2017	1200														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	0800	10/02/2017	1200														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	1200	09/25/2017	1800														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	1200	09/25/2017	1800														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	EBGARD - New Cadet Class Luncheon	Geoffrey Mitchell	1386	ENG18	C		09/25/2017	1200	09/25/2017	1800														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	1200	09/25/2017	1700														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	1200	09/25/2017	1700														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	1200	09/25/2017	1600														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 complaint.	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	0800	09/20/2017	1200														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	0800	09/20/2017	1200														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 took 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	0830	09/20/2017	1200														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	0830	09/20/2017	1130														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	0800	09/20/2017	1200														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 Telina	1272	Bat07	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 LMS and FAA collaboration for Public Safety LMS use. Thank you	Colt 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 Temann	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 (B). 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 meeting/914 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														8.00		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										6.50		Approved		Batt 6A A-Shift Commander Local 975 AAFSA		
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 caros encarnacion	2300	ENG36	B		09/06/2017	1200	09/09/2017	1200														24.00		Approved		Batt 8B B-Shift Commander AAFSA		
08/29/2017	Association Business (ABL)	Bargaining	Yes	Bargaining	Bargaining	Vanessa Schaefer	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																										

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for:	Purpose of Request:	Firefighter/Em player 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 Harvey 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	Li 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 delarosa @austintexas.gov	1683	Eng02	C		09/13/2017	1200	08/17/2017	1200												48.00			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	To represent AFD and Local 975 at the National Fallen Firefighter Memorial by performing the bagpipes with ESPADA 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 the Local 975 Worker's Compensation Committee. This request is in order to attend a Contested Case Hearing (CCO)for an injured AFD FF at the State Division of Worker's Compensation.	Paul DeMaio	1410	WV/Anso	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	Li 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	Li Gibbon has been invited to attend the IAFF Instructor Development Conference.	Li 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, I 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	IRV	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	8/08/2017	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	

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em pioneer 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 SA 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.	Colt 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 3	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 COA	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 meeting/Lafollette disciplinary meeting	Christine Jones	1473	Q42	A		07/07/2017	1200	07/07/2017	1400												2.00			Approved		Batt SA 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	8/09/2017	1200	08/09/2017	1900	08/15/2017	1200	8/15/2017	1900	45.00			Approved		Batt SA 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 SA 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 during 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	7/18/2017	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 SA 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 3	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 Outreach 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 Office/Chief, 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 with ACC members to discuss AFA budgeting priorities.	Michael Duffee	1298	eng 04	C		06/12/2017	1200	06/10/2017	17:00												5.00			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	LMI Meeting at HQ.	Michael Duffee	1298	eng 04	C		06/13/2017	0900	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)	Benefit Review Conference	No	Other Association Business **define in purpose of request	State Workers Compensation office 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</																														

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em ployee 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 #65	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 2	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 3C 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/AMC Fire Ground Survival Meeting	No	Other Association Business **define in purpose of request	IAFF/AMC 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 LOOD funeral	Yes	Other Association Business **define in purpose of request	Honor Guard request for SAFD LOOD 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 LOOD funeral	Yes	Other Association Business **define in purpose of request	Honor Guard request for SAFD LOOD 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 LOOD funeral	Yes	Other Association Business **define in purpose of request	Honor Guard request for SAFD LOOD 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 LOOD funeral	Yes	Other Association Business **define in purpose of request	Honor Guard request for SAFD LOOD 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 LOOD funeral	Yes	Other Association Business **define in purpose of request	Honor Guard request for SAFD LOOD 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)	Disciplinary representation	Yes	Dispute Resolution Proceedings	Funeral services for FF Deem in San Antonio 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	QNT38	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)	Other Association Business **define in purpose of request	Yes	Other Association Business **define in purpose of request	6/5 Eboard meeting/7 Spidle and Kessler Chain of Command meetings/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	6/11/2017	1200	06/11/2017	1800				15.00			Approved		Batt 5A A-Shift Commander Local 975	
05/21/2017	Association Business (ABL)	Bargaining	Yes	Bargaining	6/19 AFA Bargaining Team meetings/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	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)	Local 975 Meeting	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)	Other Association Business **define in purpose of request	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)	Other Association Business **define in purpose of request	Yes	Member representation	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	AAAFPA 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)	Other Association Business **define in purpose of request	Yes	FS Lafolette PSO Interview	FS Lafolette 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)	B Fund Reconciliation	No	Local 975 Meeting	Benevolent Fund Reconciliation	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)	B Fund Reconciliation	Yes	Local 975 Meeting	Benevolent Fund Reconciliation	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	Local 975 Meeting	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)	Local 975 Meeting	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	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			</															

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em pioneer 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)	Quarterly 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 3C 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	QNT184	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 @austinfire.s-g-ov	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.	Colt 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 James PSO interview/Station 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	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 meeting/general 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- Apologizes for not getting this in earlier. SKSW monopolized my time and my brain last week.D.	Damian McKeon	1479	eventid	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)	Houston 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	Benefits 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 Schaffer	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	

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em	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	Qn44	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 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		ABF1 Local 975	
02/19/2017	Association Business (ABL)		Yes	Other Association Business **define in purpose of request	Chief Nicks grievance arbitration	Christine Jones	1473	Q44	A		02/22/2017	1200	02/22/2017	1400												2.00			Approved		Batt 2A-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 Lands	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	Service	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	Wellnes	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</																														

Date request submitted:	Type of leave being requested	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em pioneer 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 assessment 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	Mickem, Damian	1479	PREV	N		01/10/2017	0930	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 TIT.	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 Zoterelli disciplinary meeting and station visits/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 Zoterelli 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		ABFF 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 Caruthers 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 COC 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 Zoterelli Chain of Command/12/8 Avery Chain of Command/12/15 Avery and Zoterelli 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	2/15/2017	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 Zoterelli PSO interview 11/17LMI and station visits 11/29	Christine Jones	1473	E7	C		11/17/2016	1																				

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for Other Association Business **define in purpose of request	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 #60	Item #61	Item #62	Item #63	Item #64	Item #65	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)	975 meeting at union hall	Yes	Other Association Business **define in purpose of request	Burke chain of command meeting Avery and Zottterelli 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)		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)	Eboard Meeting 10.31/Rep member being interviewed 11.8	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)	E-Board meeting	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)		Yes	Other Association Business **define in purpose of request	Change in Captain Zenker's disciplinary meeting (0800)(Eboard meeting (0900)	Michael Duffee	1298	eng04	C		10/31/2016	8:00	11/02/2016	12:00														4.00			Approved		Batt 3C C-Shift Commander Local 975	
10/28/2016	Association Business (ABL)		Yes	Other Association Business **define in purpose of request	Captain Zenker notice of sustained allegations meeting	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)	Union conference	Yes	Local 975 Conference	Request time off to attend Union conference in Mesa Arizona with Nicks and Jones.	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)		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 Local 975	
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	LMLate 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 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 3C 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)	Local 975 General Membership meeting	Yes	Local 975 Meeting	Attend Local 975 General Membership meeting for both dates requested	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)	Trustee Audit	No	Local 975 Meeting	Trustee Audit	Mike Duffee	1298	E04	C		10/28/2016	0800	10/30/2016	1200														4.00			Approved		Batt 1C C-Shift Commander Local 975	
10/19/2016	Association Business (ABL)	Trustee Audit	Yes	Local 975 Meeting	Trustee Audit	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)	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.	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)	Relief and Outreach Meeting	No	Local 975 Meeting	Relief and Outreach Fund Monthly Meeting	Brad Lands	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)	Meeting	Yes	Local 975 Meeting	Meeting	Kessler McKeon, Damian	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)	Relief and Outreach Meeting	Yes	Local 975 Meeting	Meeting	Damian McKeon	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 membership meeting	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 meeting/Captain James 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/Em ployee 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	J Serv	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	Representing 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) for MDA money pick up and transportation to Union Hall. Union VP's will be driving to IC 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	Jd 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 3C 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 3C 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 meeting; 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 committee 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		ABFF 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/Em pioneer 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	Christine 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.	Colt 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 3C 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 meeting/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 3C 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	7/27/2016	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	2nd - 15	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 Jones	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 meeting/7-29-2016 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 meeting. The 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 3C 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		ABFF 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	7/01/2016	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		ABFF Local 975
06/21/2016	Association Business (ABL)	IAFF National Convention	Yes	Local 975 Meeting	IAFF National Convention	Crain	1838	2nd - 15	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	2nd - 15	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	2nd - 15	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		ABFF Local 975
06/20/2016																																

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em pioneer 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 Benefits Committee meeting on behalf of Local 975. Request 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 REQUESTS!!!!!!	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	This request is denied. The member is on Restricted Duty and the subject of a PSO investigation, and therefore not eligible for leave.	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		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		06/12/2016	1200	06/13/2016	1800	06/14/2016	0700	06/14/2016	1200	6/16/2016	1200	06/16/2016	1800	06/17/2016	0700	6/17/2016	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	Local 975 Meeting	Dispute Resolution Proceedings	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	6/21/2016	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																			

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em plovee 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 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 Mckoon	1479	event18	N		05/10/2016	0900	05/10/2016	1200													3.00			Approved		Local 975
05/03/2016	Association Business (ABL)	Pension board meeting	Yes	Local 975 Meeting	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	Local 975 Meeting	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	Local 975 Meeting	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	Wellness	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 Nickis 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 Luss	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	1200	04/12/2016	1630													4.50			Approved		Batt 1C C-Shift Commander Local 975
04/08/2016	Association Business (ABL)	AFD Retirement Party Emcee	Yes	Local 975 Meeting	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.	Geoffrey 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	Local 975 Meeting	AFA representative to committee discussing appeals of promotional exam questions at URC.	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 meeting	Scott Walters	1036	event18	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	Local 975 Meeting	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	0900	04/09/2016	1200													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)	C8B 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	Local 975 Meeting	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/Em pioneer 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 8-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 Jacinto 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 8-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 Woolkerton 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 Mckeen	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 8-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 8-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 8-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	07300	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 business	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 8-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 8-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 8-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 8-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 8-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 8-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 8-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 9																												

Date request submitted	Type of leave being requested	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Et player Name	TxFIR#	Unit	Shift	Unit	Date Off	Time Off	Date On	Time On	Item #56	Item #57	Item #58	Item #59	Item #60	Item #61	Item #62	Item #63	Item #64	Item #65	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 Tanola	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	Eng16	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 for 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														4			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)		Yes	Local 975 Meeting	Benevolent Fund meeting.	Scott Walters	1036	eventid	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	eventid	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 Xochitl	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	Miriam 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	Christine Jones	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 Brooks	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	Michael Duffee	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.	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																										

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em employee Name	TxFIR#	Unit	Shift	Unit	Date Off	Time Off	Date On	Time On	Item #56	Item #57	Item #58	Item #59	Item #60	Item #61	Item #62	Item #63	Item #64	Item #65	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/Gen 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 3C 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	Local 975 Meeting	Cadet Graduation	Charles "Wade" Crain	1838	Q-19	B		11/13/2015	1200	11/13/2015	1800														6			Approved		Batt 28 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														2			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														4			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 3C 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 3C 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 Mckeen	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 SO	No	Other Association Business **define in purpose of request	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 48 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 28 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 48 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	Damian Mckeen	1479	eventid	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 Audit	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)	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 975Meeting	Yes	Local 975 Meeting	General Monthly. Mark forgot to submit.	Mark Harris	1303	Q03	A		10/13/2015	1200	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)	Relief Outreach Fund	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	Damian Mckeen	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 28 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	Local 975 Meeting	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 48 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 48 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		09/28/2015	1200	09/28/2015	1900														7			Approved		Batt 28 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 48 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	eventid	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 28 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 28 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 Lands	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 48 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																														

Date request submitted:	Type of leave being requested:	Event/Activity Name	Multiple Submittals Being Made?	ABL request is for	Purpose of Request:	Firefighter/Em ployee 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 Craun	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	eventid			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	eventid			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			

MARK PULLIAM AND JAY WILEY,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
&	§	
	§	
THE STATE OF TEXAS,	§	
Intervenor,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
CITY OF AUSTIN, TEXAS;	§	
MARC A. OTT, IN HIS OFFICIAL	§	
CAPACITY AS CITY MANAGER OF	§	
THE CITY OF AUSTIN; AND AUSTIN	§	
FIREFIGHTERS ASSOCIATION,	§	
LOCAL 975,	§	
Defendants.	§	419 TH 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 Biring
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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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SAMEER S. BIRRING
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**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.

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
Carry-forward from Unused 2011		Hrs used each Month	Total Hrs Used
		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 Proceedings					
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		
2013-11	November		
2013-12	December		
**CBA expired 9/30/2013			
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
Association President		544.00	460.00
Addressing Cadet Class			512.00
Bargaining		85.00	179.75
Dispute Resolution Proceedings			90.50
Grievance Committee			
Union Conference Meeting		212.50	203.75
Other Assoc Business		402.50	570.50
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, COIT 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		
VOCHE, 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 raining 2015 balance				1,000.00
Beginning Balance		6,600.00			
	Q1-Used	Q2-Used	Q3-Used	Q4-Used	TOTAL
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 Proceedings		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, ARON		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
KALMIUS, 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	1.50			
MCKAY, LESLY S						
MCKEON, DAMIAN	3.00					5.00
MENGHACA, 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		

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 (medical exception, vacation, personal holiday)

Hours by Month		Begin Balance				6,600.00
		Hrs used each Month Total Hrs Used				
		Q1	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
Ending Available Balance						2,805.25

RED indicates change from previous report due to hours reported AFTER report generated

Hours by Reason		2017 New Hours				5,600.00
		Carry-forward up to 1,000 hrs from raining 2016 balance				
Beginning Balance		1,000.00				1,000.00
		Q1-Used	Q2-Used	Q3-Used	Q4-Used	TOTAL
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 Proceedings		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

**CBA effective 6/14/15

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 data for "TOTAL" information.

**CBA effective 6/14/15					
Hours by Person					
	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		
ENGARNACION, 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		
KALNIUS, 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	24.00			
TOTAL	946.25	1,245.75	1,602.75	-	

Q4 - Oct thru Dec

Hours by Month	Begin Balance	Hrs used each Month Total Hrs Used					2,400.00
		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
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Hours by Reason	2017 New Hours				2,400.00
	Carry-forward up to 1,000 hrs from raining 2016 balance				-
	Beginning Balance				2,400.00
	Q1-Used	Q2-Used	Q3-Used	Q4-Used	TOTAL
Association President				443.00	443.00
Addressing Cadet Class				4.50	4.50
Bargaining					-
Dispute Resolution Proceedings					-
Grievance Committee					-
Union Conference Meeting				151.00	151.00
Other Assoc Business				476.25	476.25
Ending Available Balance					1,325.25

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 Reason	2017 New Hours				5,600.00
Carry-forward up to 1,000 hrs from raining 2016 balance					1,000.00
Beginning Balance					6,600.00
	Q1-Used	Q2-Used	Q3-Used	Q4-Used	TOTAL
					**CEA effective 6/14/15
Association President	383.00				383.00
Addressing Cadet Class					-
Bargaining					-
Dispute Resolution Proceedings	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

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 member's request for personal leave (medical exception, vacation, personal holiday)

Hours by Month		Begin Balance				6,600.00
		Hrs used each Month Total Hrs Used				
		Q1	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		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 charge from previous report due to hours reported AFTER report generated						3,962.25
Ending Available Balance						

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		Beginning Balance				6,600.00
		Q1-Used	Q2-Used	Q3-Used	Q4-Used	TOTAL
Association President		383.00	476.00			859.00
Addressing Cadet Class			7.00			7.00
Bargaining			3.00			3.00
Dispute Resolution Proceedings		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 data for "TOTAL" information.

Hours by Person		Q1	Q2	Q3	Q4
**CBA effective 6/14/15		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
BALOGH, RANDY WILLIAM		-	10.00		
BROOKS, CLINT		-	24.00		
BURKHUHL, 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		
ECHLER, 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, LYNDSYE 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	-	-

Q4 - Oct thru Dec

Hours by Month		Begin Balance				2,400.25
		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
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See additional tabs for "DETAIL" information.

COA0022

Q1 - Jan thru Mar

Hours by Month		Begin Balance				6,600.00
		Hrs used each Month Total Hrs Used				
		Q1	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
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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
Association President	383.00				383.00
Addressing Cadet Class					-
Bargaining					-
Dispute Resolution Proceedings	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

See additional tabs for "DETAIL" information.

COA0023

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 Total Hrs Used				
		Q1	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		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
Association President	383.00	476.00			859.00
Addressing Cadet Class		7.00			7.00
Bargaining		3.00			3.00
Dispute Resolution Proceedings	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	Q2	Q3	Q4
	Jan-Mar	Apr-Jun	Jul-Sep	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	-	-

Stephanie

AGREEMENT

BETWEEN

THE CITY OF AUSTIN

AND

THE AUSTIN PROFESSIONAL FIREFIGHTERS ASSOCIATION

FINAL DRAFT 2/19/97

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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

1 permitted for any vacation time donated for Association business leave. All requests for use of
2 donated vacation will also be subject to approval of the Department Command Staff.

3 In the event donated vacation time is not available for use by the Authorized Association
4 Representative(s) for official Association business, the Association may choose to directly pay
5 for another employee's time, so that the Authorized Association Representative(s) may conduct
6 official Association business. The Association shall maintain a pool of qualified employees who
7 are agreeable to working in the place of the Authorized Association Representative. The
8 Association will directly pay that employee, less applicable deductions, for any time so worked.
9 Before any substitution can occur under this Section, the supervisor involved must approve the
10 paid trade in the same manner as he approves a regular trade, subject to review and approval of
11 the Fire Chief. In the event the paid trade results in a "no show," the Authorized Association
12 Representative will be required to work the amount of time agreed to in the paid trade. The
13 Association will be responsible for withholding and paying any applicable taxes on any amounts
14 paid under this Section, and shall agree to indemnify the City in the event the City is required to
15 pay any charge or penalty as a result of the operation of this paid time off program.

16 **Section 3. Limits on Use of Paid Time Off**

17 Except for the Association President, no Authorized Association Representative(s) may
18 receive more than 120 hours per calendar year of donated vacation time and/or time off paid for
19 by the Association. The Association President shall be permitted to receive up to 200 hours per
20 calendar year of of donated vacation time and/or time off paid for by the Association. In the
21 event that more than 200 hours of paid time off is required by the Association President, he may
22 request permission from his supervisor and the Fire Chief for additional paid time off.

1 **Section 4. Preemption of Chapter 143.**

2 To the extent that any provision of this article conflicts with or changes Chapter 143 or any
3 other statute, executive order, local ordinance, or rule, this Agreement shall supersede such
4 provisions, as authorized by Section 143.307 of the TEXAS LOCAL GOVERNMENT CODE.

Collective Bargaining Agreement

Between

The City of Austin

And

The Austin Association of Professional
Fire Fighters

Effective December 1, 2005 through September 30, 2008

1 Article 10

2 Association Business Leave

3
4
5 **Section 1. Association Business Leave.**

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

9 B. **Permitted Uses of ABL.** ABL may be used for activities that directly
10 support the mission of the Department or the Association, but do not otherwise violate
11 the specific terms of this Article. It is specifically understood and agreed that no paid
12 time off shall be utilized for political lobbying at the local, State, or national level.

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

16 D. **Approval of ABL requests.** The Fire Chief or the Fire Chief's designee
17 will approve timely ABL requests.

18 **Section 2. Funding of the Association Business Leave Pool.**

19 A. **Manner of Funding.**

20 The City will contribute two (2) hours for each fire fighter who is covered by this
21 Agreement. The initial City contributions will be credited to the ABL pool within ten
22 (10) working days after the date that this Agreement is ratified. In subsequent years of
23 this Agreement, the City contributions will be credited to the ABL pool at the beginning
24 of each fiscal year.

25 B. **Administration of Pool.** Any hours remaining at the end of a fiscal year

1 (September 30) will remain in the pool for use in the following year. Hours in the pool at
2 the end of the Agreement will be available for use in the following year for Association
3 Business Leave activities. The City and the Association shall track utilization of ABL.

4 **Section 3. Association Negotiating Leave.**

5 Up to nine (9) Authorized Association Representatives designated to participate on
6 behalf of the Association in collective bargaining negotiations for the successor to this
7 Agreement shall be granted administrative leave, to attend scheduled collective bargaining
8 negotiating sessions between the Association and the City. This time shall not be deducted
9 from the ABL pool, and is not subject to the approval/disapproval process in this Article.

10 **Section 4. Use of Association Business Leave by Association President.**

11 The Association President shall be permitted up to 2080 hours per year, less accrued
12 leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work
13 week. This time shall not be deducted from the ABL pool, and is not subject to the
14 approval/disapproval process in this Article. The Association President will not be entitled
15 to overtime pay from the City for any hours while on ABL status. The Association
16 President may at any time be required to return to duty in an emergency, and may also be
17 assigned to special projects at the discretion of the Fire Chief. At the end of his/her term, the
18 Association President will be allowed to return to the assignment s/he occupied before
19 commencing ABL to perform duties as Association President.

20 **Section 5. Administration.**

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

1 **Section 6. Indemnity.**

2 The Association shall indemnify the City and any Department of the City and hold it
3 harmless against any and all claims, demands, suits, or other forms of liability that may arise
4 out of, or by reason of, any actions taken by the City or any Department of the City for any
5 purpose of complying with provision of this Article.

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 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 (1,000) 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:

MARK PULLIAM AND JAY WILEY,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
&	§	
	§	
THE STATE OF TEXAS,	§	
Intervenor,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
CITY OF AUSTIN, TEXAS;	§	
MARC A. OTT, IN HIS OFFICIAL	§	
CAPACITY AS CITY MANAGER OF	§	
THE CITY OF AUSTIN; AND AUSTIN	§	
FIREFIGHTERS ASSOCIATION,	§	
LOCAL 975,	§	
Defendants.	§	419 TH 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

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City of Austin Law Department

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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
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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 alone. The 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



CITY OF AUSTIN

PERSONNEL POLICIES

For Non-Civil Service Personnel
Includes Index to Amendments since 1996
Issued December 2016



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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APPENDIX A

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KEY PERSONNEL POLICY FACTS AT A GLANCE

INDEX TO PERSONNEL POLICY AMENDMENTS SINCE 1996

* 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 than 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.

ā. 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 More than 5 More than 10 More than 15 More than 20	4.34 5.34 6.00 6.67 7.67	4.00 4.00 4.00 4.00 4.00
Regular Non-Civil Service	More than or equal to 30 , and less than 40	Less than or equal to 5 More than 5 More than 10 More than 15 More than 20	3.25 4.00 4.50 5.00 5.75	3.00 3.00 3.00 3.00 3.00
Regular Non-Civil Service	More than or equal to 20 , and less than 30	Less than or equal to 5 More than 5 More than 10 More than 15 More than 20	2.17 2.67 3.00 3.34 3.84	2.00 2.00 2.00 2.00 2.00
Regular Non-Civil Service	Less than 20	Less than or equal to 5 More than 5 More than 10 More than 15 More than 20	1.09 1.34 1.50 1.67 1.92	1.00 1.00 1.00 1.00 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	5.58	4.98
		More than 5	6.87	4.98
		More than 10	7.73	4.98
		More than 15	8.59	4.98
		More than 20	9.88	4.98
Regular EMS	42	Less than or equal to 5	4.88	4.33
		More than 5	6.00	4.33
		More than 10	6.75	4.33
		More than 15	7.50	4.33
		More than 20	8.63	4.33
Regular EMS	40	Less than or equal to 5	4.34	3.83
		More than 5	5.34	3.83
		More than 10	6.00	3.83
		More than 15	6.67	3.83
		More than 20	7.67	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	400	Unlimited
	Max Paid at Separation	240	720*
Regular Non-Civil Service	Maximum Balance	400	Unlimited
	Max Paid at Separation	240	720*
Regular EMS 48 Hours per Week	Maximum Balance	515	Unlimited
	Max Paid at Separation	309	926*
Regular EMS 42 Hours per Week	Maximum Balance	445	Unlimited
	Max Paid at Separation	270	756*
Regular EMS 40 Hours per Week	Maximum Balance	400	Unlimited
	Max Paid at Separation	240	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

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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.

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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

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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.

Eligibility: Can be used once accrued.

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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.

Eligibility: Regular (non-probationary) employees

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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.

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~ 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.

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COA Personnel Policies

Facts at a Glance

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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