

**City of Houston, Texas, Ordinance No. 2017-462**

**AN ORDINANCE RELATING TO EMPLOYMENT TERMS AND CONDITIONS, COMPENSATION, AND BENEFITS OF CLASSIFIED FIRE FIGHTERS OF THE CITY OF HOUSTON; AMENDING CHAPTERS 14 AND 34 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, AND SUPERSEDING OR REPEALING CERTAIN ORDINANCES; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECTS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

\* \* \* \*

**WHEREAS**, on June 29, 2011, City Council approved Ordinance No. 2011-0548, ratifying the 2011 Collective Bargaining Agreement between the City of Houston and the Houston Professional Fire Fighters Association, also known as the International Association of Fire Fighters, AFL-CIO-CLC, Local Union 341 ("HPFFA"); and

**WHEREAS**, on August 24, 2016, City Council approved Ordinance No. 2016-641, extending the term of the 2011 Collective Bargaining Agreement between the City of Houston and the HPFFA until June 30, 2017; and

**WHEREAS**, The City of Houston and the HPFFA have not negotiated a successor collective bargaining agreement; and

**WHEREAS**, it is necessary to establish certain terms and conditions of employment for fire fighters of the City of Houston until such time as a successor collective bargaining agreement is ratified; and

**WHEREAS**, it is recommended that City Council approve this Ordinance, with its attached Exhibits to establish, in the absence of a collective bargaining agreement, the employment terms and conditions, compensation, and benefits of classified fire fighters of the City of Houston; **NOW, THEREFORE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. GENERALLY.**

**Section 2.1. Purpose.** This Ordinance sets forth the employment terms and conditions, compensation, and benefits of classified fire fighters of the City.

**Section 2.2. Definitions.** The following terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*City Code* means the Code of Ordinances, Houston, Texas.

*Fire fighter* means a member of the Houston Fire Department, classified pursuant to Chapter 143 of the Texas Local Government Code.

**Section. 3. COMPENSATION OF FIRE FIGHTERS.**

**Section 3.1.** Biweekly base pay for fire fighters is hereby authorized and approved in the amounts set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

**Section 3.2.** Longevity pay for fire fighters is hereby authorized and approved in the amounts set forth in Exhibit B, attached hereto and incorporated herein for all purposes. City of Houston Ordinance No. 95-1135, including all amendments thereto, is hereby repealed.

**Section 3.3.** Assignment pay, in addition to regular pay, is hereby authorized to be paid to fire fighters eligible pursuant to Section 143.113(b) of the Texas Local Government Code and is also hereby approved in the amounts set forth in Exhibit C, attached hereto and incorporated herein for all purposes. The Fire Chief is not eligible to receive the assignment pay authorized herein. City of Houston Ordinances Nos. 95-1107, 95-1135, and 97-1505, including all amendments thereto, are hereby repealed.

**Section 3.4.** Bilingual assignment pay is hereby authorized to be paid to eligible fire fighters and is also hereby approved in the amount of SIXTY-NINE AND TWENTY-THREE/100 DOLLARS (\$69.23) bi-weekly. In this section, an *eligible* fire fighter is one

who meets the criteria established by the Fire Chief in departmental policy. City of Houston Ordinance No. 93-623, including all amendments thereto, is hereby repealed.

**Section 3.5.** Training Pay is hereby authorized to be paid to fire fighters eligible pursuant to Section 143. 113(c) of the Texas Local Government Code and is hereby also approved in the amounts set forth in Exhibit D, attached hereto and incorporated herein for all purposes. City of Houston Ordinance No. 81-1801, including all amendments thereto, is hereby repealed.

#### **Section 4. PERSONNEL**

The authorized positions, ranks, classes, classifications and grades for fire fighters are hereby authorized and approved as set forth in Exhibit E, attached hereto and incorporated herein for all purposes.

#### **Section 5. CRITERIA FOR SELECTION AND APPOINTMENT OF ASSISTANT FIRE CHIEF.**

The criteria for selection of and appointment to the position of Assistant Fire Chief in the Houston Fire Department as set forth in Exhibit F, attached hereto and incorporated herein for all purposes, is hereby approved and authorized.

#### **Section 6. ACCUMULATED LEAVE**

The payment of accumulated leave upon separation is hereby also approved as set forth in Exhibit G, attached hereto and incorporated herein for all purposes.

#### **Section 7. BENEFITS: SICK LEAVE; PERSONAL LEAVE; HOLIDAYS; OVERTIME.**

Provisions for sick leave, personal leave, holidays, and overtime applicable to fire fighters that appear in the City Code are addressed in the following Sections.

**Section 7.1.** Subsections (d) and (e) of Section 14-231 of the City Code are hereby amended to read as follows.

“(d) Except for classified fire fighters of the Houston Fire Department, who are addressed in subsection (f) of this section, in his first full biweekly payroll period that commences in October, each member of the compensable sick leave plan who has used fewer sick leave time allowance hours than he received during the previous benefit year shall be given additional sick leave time allowance hours in an amount equal to the difference between the number of hours received and the number of hours used. However, no additional sick leave time allowance hours shall be given that would cause the employee's available sick leave time allowance hours to exceed 1,040 hours. Once an employee has 1,040 hours of unused sick leave time allowances, the annualized addition for unused hours shall not be provided. The annual addition authorized in this subsection for unused sick leave time allowance hours shall not apply to initial sick leave time allowances provided under subsection (a).

(e) Except for classified fire fighters of the Houston Fire Department, who are addressed in subsection (g) of this section, upon discharge of employment, all unused sick leave time allowances in excess of 1,040 hours shall be payable to the employee or to the employee's beneficiaries, as applicable, at the employee's rate of base pay, plus longevity, at the time of discharge. The first 1,040 hours of unused sick leave time allowances shall have no value, except when used for compensable sick leave benefits and may not be converted to any other use or benefit, nor shall they be payable upon discharge or death of the employee under any circumstances.”

**Section 7.2.** Section 14-231 of the City Code are hereby further amended by adding new Subsections (f), (g) and (h) that read as follows.

“(f) For all classified fire fighters who are compensable sick leave plan members: No later than a member's first full biweekly payroll period that commences in October, each member of the compensable sick leave plan who has used fewer sick leave time allowance hours than the member received during the previous benefit year shall be given additional sick leave time allowance hours in an amount equal to the difference between the numbers of hours received and the number of hours used. However, no additional sick leave allowance hours shall be given that would cause the member's available sick leave time allowance hours to exceed 520. Once a member has 520 hours of unused sick leave time allowance, the annualized addition for unused hours shall not be provided.

(g) For all classified fire fighters who are compensable sick leave plan members: Upon discharge of employment, all unused sick leave time allowances in excess of 520 hours shall be payable to the member or to the member's beneficiaries, as applicable at the member's rate of base pay, plus longevity, at the time of separation. The first 520 hours of unused sick leave time allowances shall have no value, except when used for compensable sick leave benefits and may not be converted to any other use or benefit, nor shall they be payable upon separation or death of the employee under any circumstances.

(h) For all classified fire fighters who are compensable sick leave plan members: *Sick Reserve* hours, as defined and created by the 2009 Collective Bargaining Agreement between the City of Houston and the Houston Professional Fire Fighters Association, also known as the International Association of Fire Fighters, AFL-CIO-CLC, Local Union 341, shall be available for use only when a member's sick leave is exhausted and shall not be payable upon discharge nor count towards the 520 compensable sick leave plan threshold. For the purposes of leave utilization, sick shall be utilized before Sick Reserve."

**Section 7.3.** Section 14-232 of the City Code is hereby amended to read as follows

**"Sec. 14-232. Personal leave hours.**

(a) Compensable sick leave plan members are eligible to receive personal leave hours in accordance with the following schedules:

- (1) A fire fighter classified under chapter 143 of the Texas Local Government Code:

Hours of Benefits Used in Preceding Benefit Year	Personal Leave Hours Earned
None	16
From one minute to eight hours	8
More than 8 hours	None

- (2) Any other compensable sick leave plan member:

Hours of Benefits Used in Preceding Benefit Year	Personal Leave Hours Earned
None	24
From one minute to eight hours	16

Hours of Benefits Used in Preceding Benefit Year	Personal Leave Hours Earned
From eight hours and one minute to 16 hours	8
More than 16 hours	None”

**Section 7.4.** Item (1) of Subsection (e) of Section 34-59 of the City Code is hereby amended to read as follows:

- “(1) All holidays shall have an accrual value of eight hours. When a classified employee is unable to take the holiday, he or she shall have eight hours posted to his or her accrued holiday balance. When an accrued holiday day is taken in lieu of the regularly scheduled holiday, eight hours will be charged; however, its usage value will be dependent upon the shift worked by the classified employee at the time the day in lieu of the holiday is taken. For each holiday accrued, an employee shall receive hours off as follows:
- a. A classified employee in the Emergency Operations Division assigned to the average of 46.7 hours per week work schedule:..... 12 hours.
  - b. A classified employee in the Office of Emergency Communications assigned to a twelve-hour work day: ..... 12 hours.
  - c. A classified employee assigned to a ten-hour work day: ..... 10 hours.
  - d. Any other classified employee: ..... 8 hours.”

**Section 7.5.** Item (6) of Subsection (e) of Section 34-59 of the City Code is hereby amended to read as follows:

- “(6) Any classified employee separates from employment and has an accrued holiday leave-balance shall be paid for such holidays. Any classified employee hired on or after July 1, 2017, who separates from service and has an accrued holiday leave-balance shall be paid for such holidays not to exceed a total of 11 holidays. The limitation of 11 holidays shall not apply to a classified employee who leaves the classified service because of disability or death, and in such event, the employee, or his/her estate, shall be paid for all of the accrued

holiday balance. All holidays for which payment is made upon separation, disability or death shall be valued at eight hours, regardless of the scheduled work hours or duties assigned to the firefighter at the time they were earned.”

**Section 8.** Unless expressly repealed herein, all Ordinances, whether or not codified, affecting the positions, ranks, classes, classifications and salaries or pay grades and/or providing other requirements or benefits for classified fire fighters in the Fire Department of the City of Houston in conflict herewith are hereby expressly superseded to the extent of such conflict only, and the positions, ranks, classes, classifications, salaries, pay grades and/or other requirements or benefits enumerated and set out in this Ordinance shall be in effect in the Houston Fire Department.

**Section 9.** That the City Attorney is hereby authorized to direct the publisher of the Code of Ordinances, Houston, Texas, (the “Code”) to make such nonsubstantive changes to the Code as are necessary to conform to the provisions adopted in this Ordinance, and also to make such changes to the provisions adopted in this Ordinance to conform them to the provisions and conventions of the published Code.

**Section 10.** If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 11.** There exists a public emergency requiring that this Ordinance be passed finally on the date of this introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect on July 1, 2017, upon passage and approval of this Ordinance.

**PASSED AND APPROVED this 28<sup>th</sup> day of June, 2017.**

*Sylvester Turner*

Sylvester Turner  
Mayor of the City of Houston

Prepared by Legal Department

APPROVED:  
Fire Chief

APPROVED AS TO FORM:  
Legal Department

By: \_\_\_\_\_  
Samuel Peña

By: \_\_\_\_\_  
Ronald C. Lewis,  
City Attorney



# EXHIBIT A

# FIRE DEPARTMENT CLASSIFICATION AND SALARY STRUCTURE (CLASSIFIED POSITIONS)

Classification	Base Pay (Biweekly)							
CIVIL SERVICE CLASS D	FIRE SUPPRESSION CLASS - FIRE SERVICE							
GRADE II Firefighter, Probationary	1545.01							
	Year of Service Beginning:							
GRADE III	1st Year	2nd Year	3rd & 4th Year	5th, 6th & 7th Year	8th, 9th & 10th Year	11th, 12th & 13th Year	14th, 15th & 16th Year	17th Year & Over
Firefighter	1674.16	1761.20	1853.45	1969.00	2024.78	2132.19	2223.65	2354.85
GRADE IV	3rd - 4th Year	5th - 9th Year	10th -16th Year	17th Year & Over				
Engineer/Operator	2358.09	2381.58	2405.39	2429.45				
GRADE V	5th - 9th Year	10th - 16th Year	17th Year & Over					
Captain	2472.04	2558.56	2699.28					
GRADE VI	7th - 9th Year	10th - 16th Year	17th Year & Over					
Senior Captain	2759.95	2856.54	3013.65					
GRADE VII	9th Year	10th - 16th Year	17th Year & Over					
District Chief	3159.72	3269.04	3445.77					
GRADE VIII	11th Year	12th - 16th Year	17th Year & Over					
Deputy Chief	3643.23	3733.53	3826.15					
	Year in Grade:							
GRADE IX Assistant Fire Chief	4455.23	4565.91	4679.16					
GRADE X Executive Assistant Fire Chief	4900.74	5022.50	5147.07					
GRADE XI Fire Chief (Non-classified)	Range \$3733-8268							

**FIRE DEPARTMENT CLASSIFICATION AND SALARY STRUCTURE  
(CLASSIFIED POSITIONS)**

Classification	Base Pay (Biweekly)		
<b>CIVIL SERVICE CLASS E</b>	<b>FIRE PREVENTION CLASS-FIRE SERVICE</b>		
GRADE V	5th - 9th Year	10th - 16th Year	Beginning: 17th Year & Over
Inspector	2472.04	2558.56	2699.28
Investigator	2472.04	2558.56	2699.28
GRADE VI	7th - 9th Year	10th - 16th Year	17th Year & Over
Senior Inspector	2759.95	2856.54	3013.65
Senior Investigator	2759.95	2856.54	3013.65
GRADE VII	9th Year	10th - 16th Year	17th Year & Over
Chief Investigator	3159.72	3269.04	3445.77
Chief Inspector	3159.72	3269.04	3445.77
GRADE VIII	11th Year	12th - 16th Year	17th Year & Over
Deputy Chief Investigator	3643.23	3733.53	3826.15
Assistant Fire Marshal	3643.23	3733.53	3826.15
GRADE IX	1st & 2nd Year	3rd - 5th Year	Beginning: 6th Year & Over
Assistant Fire Chief (Fire Marshal)	4455.23	4565.91	4679.16

**FIRE DEPARTMENT CLASSIFICATION AND SALARY STRUCTURE  
(CLASSIFIED POSITIONS)**

Classification	Base Pay (Biweekly)		
<b>CIVIL SERVICE CLASS F</b>	<b>FIRE ALARM CLASS-FIRE SERVICE</b>		
	Year of Service Beginning:		
GRADE V	1st - 9th Year	10th - 16th Year	17th Year & Over
Communications Captain	2472.04	2558.56	2699.28
GRADE VI	3rd - 9th Year	10th - 16th Year	17th Year & Over
Communications Senior Captain	2759.95	2856.54	3013.65
GRADE VII	5th - 9th Year	10th - 16th Year	17th Year & Over
Chief Communication Officer	3159.72	3269.04	3445.77
GRADE VIII	11th Year	12th - 16th Year	17th Year & Over
Deputy Chief Communications Officer	3643.23	3733.53	3826.15

**FIRE DEPARTMENT CLASSIFICATION AND SALARY STRUCTURE  
(CLASSIFIED POSITIONS)**

Classification	Base Pay (Biweekly)		
<b>CIVIL SERVICE CLASS G</b>	<b>MAINTENANCE CLASS-FIRE SERVICE</b>		
	Year of Service Beginning:		
GRADE VI	7th - 9th	10th - 16th	17th Year
	Year	Year	& Over
Shop Supervisor	2759.95	2856.54	3013.65
GRADE VII	9th	10th - 16th	17th Year
	Year	Year	& Over
Master Mechanic	3159.72	3269.04	3445.77

# **EXHIBIT B**

## **LONGEVITY PAY**

(a) In addition to base salary, the City shall pay to each fire fighter \$2.00 per bi-weekly pay period for each year of service in the City of Houston up to and including twenty-five (25) years of service.

(b) Longevity pay shall be effective on the first day of the first pay period following the fire fighter's anniversary date. In computing actual service, time spent on authorized military leave for service with the armed forces of the United States shall be included. Any other period of time in which a fire fighter is out of the service of the City, or absent on leave without pay, in excess of ninety (90) days in any thirty six (36) month period is not counted. In the case of extended leave without pay, only the period in excess of ninety (90) days is not counted.

# **EXHIBIT C**



## **ASSIGNMENT PAY**

(a) The City shall pay \$69.23 per bi-weekly pay period of actual assignment pay to each fire fighter assigned by the Fire Chief or his designee to the Hazardous Materials Response Team when the fire fighter stabilizes or participates in the stabilization of hazardous material in an emergency.

(b) The City shall pay \$115.38 bi-weekly to each fire fighter the Fire Chief or his designee assigns to perform the duties of District Training Officer (DTO) in the Emergency Response Divisions. The Fire Chief or his designee shall assign one (1) DTO per shift for each District in the Emergency Response Divisions, as they exist at the date of execution of this Agreement. The position of DTO shall be filled by the rank of District Chief, Sr. Captain, or Captain. Only fire fighters who actually perform the duties and responsibilities of DTO shall be eligible to receive DTO Pay.

(c) The City shall pay \$115.38 bi-weekly to each fire fighter the Fire Chief or his designee assigns to perform the duties of Division Training Officer (DTO) for Arson, Fire Prevention, Communication and Val Jahnke Training Facility. Only fire fighters who actually perform the duties and responsibilities of DTO shall be eligible to receive DTO Pay. There shall be a minimum of five (5) DTO's in the Arson Division. There shall be a minimum of five (5) DTO's in the Fire Prevention Division. There shall be a minimum of one (1) DTO in the Val Jahnke Training Facility. There shall be a minimum of eight (8) DTO positions available in the Communications Division: one (1) DTO per each 24-hour shift, and four (4) administrative DTO's to develop and provide initial group training for new fire fighters assigned to the Communications Division and to develop and provide

RMS (Record Management Systems) and CAD system training to both HEC administrative personnel and Emergency Response field personnel, as well as other required training.

The position of Division Training Officer (DTO) shall be filled by the equivalent rank of District Chief, Senior Captain, or Captain.

(d) The City shall pay \$75.69 bi-weekly to each fire fighter the Fire Chief or his designee assigns to perform the duties of Field Training Officer (FTO). Only fire fighters who actually perform the duties and responsibilities of FTO shall be eligible to receive FTO Pay. When the duties of FTO are assigned and performed, FTO Pay shall be paid regardless of other assignments or pays. The duties of FTO shall only be assigned to fire fighters in the rank of Captain or Senior Captain, or equivalent ranks in support, (or those acting in higher class in those ranks).

(e) The City shall pay \$69.23 bi-weekly to each fire fighter designated by the Fire Chief or his designee to perform the duties of Paramedic/EMT Preceptor. Paramedic/EMT Preceptor Pay shall only be paid while an intern is assigned to the Paramedic/EMT Preceptor or Supervisor.

(f) The City shall pay Paramedic Assignment Pay to qualified fire fighters holding a current valid State of Texas Paramedic Certification, in one of the following categories:

1. The City shall pay \$276.92 bi-weekly to each fire fighter who is a certified Paramedic serving in a non-restricted status on an EMS unit (Medic units, squads, and supervisor vehicles) or in an administrative staff assignment position as designated by the Fire Chief or his designee.

2. At any time that the Fire Chief authorizes the Paramedic Officer Program ("POP") the City shall pay \$140.38 bi-weekly to Captain and Senior Captain Paramedics participating in the POP.
  3. The City shall pay \$115.38 bi-weekly to each fire fighter serving as a Paramedic while in a restricted status.
- (g) The City shall pay EMT Assignment Pay to qualified fire fighters holding a current valid State of Texas EMT Certification as follows:
1. The City shall pay \$100.00 bi-weekly to each fire fighter who is a certified EMT serving on an EMS unit (Basic unit, medic unit and squads).
- (h) The Fire Chief or his designee will have the discretion to pay the highest certification or assignment pay (only one at a time) in cases where members are voluntarily assigned to staff positions.

# **EXHIBIT D**

## **TRAINING INCENTIVE PAY**

Training incentive pay shall be paid on the following basis and in the following amounts:

**a.     *First Level***

Training incentive pay in the amount of FORTY-ONE AND 55/100 DOLLARS (\$41.55) per biweekly pay period shall be paid for the successful completion of education, training and experience requirements resulting in the attainment of an intermediate certification issued by the Texas Commission on Fire Protection for members of the Fire Department.

**b.     *Second Level***

Training incentive pay in the amount of SEVENTY-THREE AND 86/100 DOLLARS (\$73.86) per biweekly pay period shall be paid for successful completion of education, training and experience requirements resulting in the attainment of an advanced certification issued by the Texas Commission on Fire Protection for members of the Fire Department.

**c.     *Third Level***

Training incentive pay in the amount of NINETY-TWO AND 8/100 DOLLARS (\$92.08) per biweekly pay period shall be paid for successful completion of education, training and experience requirements resulting in the attainment of a master's certification issued by the Texas Commission on Fire Protection for members of the Fire Department.

The Fire Chief is not eligible to receive education incentive pay or training incentive pay.

# **EXHIBIT E**

**FIRE DEPARTMENT AUTHORIZED POSITIONS ORDINANCE  
(CLASSIFIED)**

No. of Positions Auth.	Min. Pos. Req'd-Ord. No. 5198	Classification
<b>CIVIL SERVICE CLASS D</b>		
		GRADE II
338	50	Firefighter, Probationary
		GRADE III
2146	325	Firefighter
		GRADE IV
1104	120	Engineer/Operator
		GRADE V
432	65	Captain
		GRADE VI
193	22	Senior Captain
		GRADE VII
105	20	District Chief
		GRADE VIII
9	2	Deputy Chief
		GRADE IX
9	1	Assistant Fire Chief
		GRADE X
3		Executive Assistant Fire Chief
		GRADE XI
1	1	Fire Chief (Non-classified)

**FIRE DEPARTMENT AUTHORIZED POSITIONS ORDINANCE  
(CLASSIFIED)**

**CIVIL SERVICE CLASS E**

GRADE V

102	20	Inspector
54	0	Investigator

GRADE VI

16	0	Senior Inspector
9	0	Senior Investigator

GRADE VII

6	1	Chief Investigator
7	1	Chief Inspector

GRADE VIII

1	1	Deputy Chief Investigator
2	1	Assistant Fire Marshal

GRADE IX

0	***	1	Assistant Fire Chief (Fire Marshal)
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**FIRE DEPARTMENT AUTHORIZED POSITIONS ORDINANCE  
(CLASSIFIED)**

**CIVIL SERVICE CLASS F**

**GRADE V**

60	0	Communications Captain
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**GRADE VI**

19	10	Communications Senior Captain
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**GRADE VII**

8	1	Chief Communication Officer
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**GRADE VIII**

1	0	Deputy Chief Communications Officer
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**FIRE DEPARTMENT AUTHORIZED POSITIONS ORDINANCE  
(CLASSIFIED)**

**CIVIL SERVICE CLASS G**

GRADE V

0	*	0	Mechanic
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GRADE VI

1	**	1	Shop Supervisor
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GRADE VII

1		1	Master Mechanic
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\* These positions were abolished upon vacancy pursuant to the 2005-2008 and 2009-2010 Collective Bargaining Agreements.

\* This position will be abolished upon vacancy pursuant to the 2005-2008 and 2009-2010 Collective Bargaining Agreements.

# **EXHIBIT F**

## **CRITERIA FOR APPOINTMENT OF ASSISTANT CHIEF OF THE HOUSTON FIRE DEPARTMENT**

A member of the Houston Fire Department, classified pursuant to Chapter 143 of the Texas Local Government Code, who has five (5) years of experience as a certified fire fighter shall be eligible to be appointed to the position of Assistant Chief. The Fire Chief shall make an assessment on the basis of:

1. Management Experience;  
Educational Background;
3. Special Experience;
4. Training Background;
5. Performance Background;

and select the best qualified candidate, whom he shall present to City Council for confirmation.

# **EXHIBIT G**

## **PAYMENT UPON SEPARATION**

### **PAYMENT OF LEAVE BALANCES UPON SEPARATION**

The following shall apply to all fire fighters who separate from employment with the City after the effective date of this Ordinance.

- (a) This shall apply to all forms of compensable leave balances at the date of termination, separation, or retirement and does not change any existing status or provision concerning the compensability of leave balances or the rate of pay applicable to any form of leave.
- (b) Lump Sum Payments
  - (1) A fire fighter who separates from service due to disability, or the beneficiaries of a fire fighter who dies, who as a result of a line of duty injury or illness separates from service, are entitled to a lump-sum payment for the compensable value of accumulated holiday leave in accordance with Texas Local Government Code Sec. 143.1155.
  - (3) A fire fighter who leaves the classified service for any reason or the beneficiaries of a fire fighter who dies as a result of a line of duty injury or illness are entitled to receive in a lump-sum payment the full amount of the fire fighter's accumulated sick leave in accordance with Texas Local Government Code Sec. 143.116.
  - (2) A fire fighter who leaves the classified service or dies as the result of a line of duty injury or illness or the beneficiaries of that fire fighter are entitled to the full amount of the of the fire fighter's total accumulated vacation leave in accordance with Texas Local Government Code Sec. 143.115(c).

## **PAYMENT UPON SEPARATION**

(c) A fire fighter who leaves the classified service for any reason is entitled to receive a lump-sum payment for the compensable value of up to 60 working days of accrued vacation in accordance with Texas Local Government Code Sec. 143.115(b).

(d) All Other Payments

(1) For all remaining compensable leave balances that are not required to be paid in a lump-sum the total amount owed for remaining compensable leave balances shall be paid in accordance with the following terms and schedule:

- 30% of the total remaining compensable balance due on the first year anniversary of termination, separation, or retirement not to exceed the remaining balance;
- 35% of the original total remaining compensable balance due on the second anniversary of termination, separation, or retirement, not to exceed the remaining balance;
- 35% of the original total remaining compensable balance paid due on the third anniversary termination, separation, or retirement, not to exceed the remaining balance;
- In any year, the City may pay the total remaining balance and conclude the fire fighter's participation in the termination pay deferral program.

(2) When upon a fire fighter's separation from active service, the fire fighter has elected or opted into a retiree health insurance plan, then a City contribution is established such that during the entire time period when a fire fighter is participating in the termination pay deferral program, the City shall pay or contribute to the payment of the fire fighter's health insurance premium rate equivalent in accordance with the following schedule. In all years, the total premium rate equivalent for the fire fighter is established at the retiree premium the fire fighter elects/qualifies for.

- In each month of the first year of the deferral the retired or separated employee shall pay an amount equivalent to 100% of the monthly

## PAYMENT UPON SEPARATION

contribution for the active employee insurance premium amount. The City shall pay the remainder of the total monthly retiree premium;

- In each month of the second year of the deferral the retired or separated employee shall pay an amount equivalent to 100% of the monthly contribution for the active employee insurance premium amount. The City shall pay the remainder of the total monthly retiree premium;
- In each month of the third year of the deferral the City shall pay 60% of the monthly City contribution for the active employee insurance premium amount. The retired or separated employee shall pay the remainder of the total monthly retiree premium;
- For each month in any portion of the fourth year the City shall pay 60% of the monthly City contribution for the active employee insurance premium amount. The retired or separated employee shall pay the remainder of the total monthly retiree premium.

After the final payment of the compensable leave balance, the City's contribution based on the schedule above shall cease. The retired or separated employee shall be responsible for any other payment or obligation as established under the City's health insurance plan for retired or separated employees, with the sole exception of the City's contribution amount as set forth in this paragraph.

- (3) At no time shall the City's monthly contribution of the active employee insurance premium equivalent amount exceed the cost of the total premium. In no event shall a retired or separated employee's elected health insurance premium contribution, pursuant to this Ordinance, exceed the established rate for the retiree health insurance premium contribution of the same plan elected by a retired or separated employee who is not subject to this schedule.
- (4) This provision does not alter or modify the fire fighter's status after separation, and the employee is no longer an active employee of the City



## **PAYMENT UPON SEPARATION**

irrespective of the reference to “active employee premium equivalent amount” employed to describe the amount of the City’s payment toward the retired or separated employee’s healthcare benefit. This provision provides only for the payment or contribution of the applicable amount in satisfaction or partial satisfaction of the premium payment obligation for continued participation in the plan, and the retired or separated fire fighter remains responsible for all other premium payments and benefit plan costs. If a fire fighter does not elect to participate in the health insurance plan, the City will have no obligation under this subsection.

- (5) An individual participating in the termination pay deferral program who experiences an unanticipated, life changing circumstance may submit a written request to the Fire Chief, requesting waiver of the deferral of termination pay and receipt of the remaining balance due in a single lump-sum. The Fire Chief may grant such a request as his/her sole discretion.