

ARTICLE 20.

UNIFORM ITEMS AND PERSONAL PROTECTIVE EQUIPMENT

Section 1. Uniforms.

A. Uniform Commissary

1. At the time of the signing of this Agreement, the parties acknowledge that the City has provided the employees an initial issue of uniforms, as such term is defined by the Commissary System Contract. The City agrees to make available uniforms to employees, on an as-needed replacement basis, in accordance with the generally prevailing operational policies and practices in effect at the time of the signing of this Agreement, except as specifically modified herein; and with the full understanding that the City would not be obligated for anything beyond such generally prevailing operational policies and practices in effect at the time of the signing of this Agreement, ~~except as specifically modified herein; and with the full understanding that the City would not be obligated for anything beyond such generally prevailing operational policies and practices in effect at the time of the signing of this Agreement, except as specifically modified herein; and with the full understanding that the City would not be obligated for anything beyond such generally prevailing operational policies and practices in effect at the time of the signing of this Agreement unless expressly set forth in this Article.~~

B. Acquisition of Uniform Items

1. Beginning with the execution of this agreement and throughout its term, it is the City's responsibility to make uniform items available at the commissary location from 7:45 a.m. to 4:30 p.m., Monday through Friday, except City Holidays.
2. It is the employee's responsibility to acquire the necessary uniform items from the commissary or otherwise and present themselves properly attired for work under Department policies. The City shall have no duty to pick up or deliver uniform items to employees.

C. Uniform Credit System

1. The City shall establish a uniform credit system under a revised commissary contract whereby each employee shall have a ~~five~~five six hundred dollars (\$~~5~~5600.00) credit assigned to that employee to allow the employee to acquire and maintain her/his/her uniform items, not classified as PPE. Each employee shall be assigned a ~~five~~five six hundred dollar (\$~~5~~5600.00) credit each fiscal year thereafter. "Fiscal year" shall hereinafter refer to the period from October 1st through September 30th.
2. Existing minimum specifications for uniform items available to employees under the Commissary System in effect on September 30, 2002 shall remain available for purchase

by the employee throughout the life of this Agreement.

3. Uniform items not required by Department policy at the time of the signing of this Agreement, shall not be mandated unless by mutual agreement or legislative change.
4. Employees shall only use the designated credit to acquire and maintain uniform items used in the performance of their duties. All uniform items purchased by the employee using said credit must meet the requirements set forth in the Department's uniform policies.
5. In the event an employee's designated credit is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s), the employee shall be responsible for acquiring the uniform item(s) at their own expense.
6. Any unused credit shall not be carried forward to the following fiscal year.

D. Additional Clothing Allowance

Effective October 1, ~~2012, it is the Parties' intent to reallocate the Employees' clothing allowance to Employees' base salary. 2012, each employee shall receive an additional clothing allowance of three hundred and sixty (\$360.00) per fiscal year. Effective October 1, 2013, each employee's clothing allowance shall increase to seven hundred and twenty (\$720.00) per fiscal year. Such amounts shall be paid during the month of October in the off cycle by separate check or direct deposit as the City shall determine.~~ 2024, it is the Parties' intent to reallocate the Employees' clothing allowance to Employees' base salary.

E. Clothing Allowances Applicable to Probationary Fire Fighters

Upon completion of the Training Academy, Probationary Fire Fighters shall receive their full uniform credit as defined in this Article.

F. Cleaning of Uniform Items

The employee shall continue to be responsible for routine cleaning of uniforms items in accordance with generally applicable policies and operational practices in effect at the time of the signing of this Agreement; and with the full understanding that the City would not be obligated for anything beyond such generally applicable operational policies and practices in effect at the time of the signing of this Agreement unless expressly set forth in this Article.

G. Modification of Amount

The parties have negotiated this Article in recognition of the City's interest in achieving fiscal certainty in its obligation under this Agreement. If changes in the law, rules or agency interpretation occur under this Agreement which result in new or increased City costs related to reclassifying current employee uniform items as of the signing of this agreement into PPE, the City shall be entitled to reduce the amounts of any limit or credit as follows:

1. Reclassification of uniforms shall reduce the amount by the actual increased cost

resulting from reclassification but not more than \$500 per year;

2. Reclassification of shoes shall reduce the amount by the actual increased cost resulting from reclassification but not more than \$175 per year.

H. Each of the City's obligations in this Article which involve any change in existing agreements or funding levels are conditioned upon City Council approval of amended agreements and appropriation of funds in future fiscal cycles, and, absent same, such obligations shall not become effective or applicable. In the event that City Council fails to approve any agreements, employees shall be entitled to the credit amount upon presentation of actual expense receipts for approved uniform items.

Section 2. Personal Protective Equipment (PPE).

The City acknowledges and accepts its obligations under state and federal law pertaining to Personal Protective Equipment (PPE). The City agrees to meet or exceed the Texas Commission on Fire Protection's (TCFP) specifications for PPE, or the most recent TCFP PPE standards in the event the TCFP is dissolved. Any disputes concerning compliance with state or federal law shall be resolved by resorting to the appropriate state or federal agency. Any disputes concerning specifications for PPE shall be subject to the grievance and arbitration articles of this agreement as contractual issues.

Date: _____

For the City

For the Association