

SAPFFA Proposals 1 and 2 - Base Salary Adjustment and Annual Raises

- U1. Base Salary – Annual Increases: Agree to City’s proposal to amend Article 13 to provide 4% raises each contract year (over 3-year term), except that raises will be implemented effective October 1 of each year beginning October 2024.
- U2. Base Salary - Equity Adjustment: Amend Article 13 to provide a 21.7% equity adjustment to the base salary schedule to address recruiting and retention, the impact of inflation on bargaining unit members and disparities between the Police Department and Fire Department. The equity adjustment shall be implemented in three phases: (a) 11.7% effective October 1, 2024; (b) 6% effective October 1, 2025; and (c) 4% effective October 1, 2026.

Proposed CBA language:

ARTICLE 13 - WAGES

Section 1. Wages.

The parties have agreed to the following pay increases during the term of this agreement. These increases are reflected in the wage charts below.

~~Effective with this agreement and to be paid within 30 days of the Arbitration award, a 5% lump sum payment will be paid to all then employed members of the bargaining unit. The lump sum payment will be calculated based on each bargaining unit employee’s total compensation paid during the twelve month period ending December 31, 2019. Total compensation includes base pay, longevity, incentive pay, and overtime pay. It does not include compensation earned during off-duty employment.~~

~~Effective January 1, 2021, October 1, 2024, an equity adjustment of 11.7% and an across-the-board 24% wage increase will occur, and 1% lump sum will be paid to all then employed members of the bargaining unit in the month of January 2021 in the ordinary course of payroll. The lump sum payment will be calculated based on each bargaining unit employee’s total compensation paid during the twelve month period ending December 31, 2020. Total compensation includes base pay, longevity, incentive pay, and overtime pay. It does not include compensation earned during off-duty employment.~~

~~Effective January 1, 2022, October 1, 2025, an equity adjustment of 6% and an across-the-board 34% wage increase will occur.~~

~~Effective January 1, 2023, October 1, 2026, an equity adjustment of 4% and an across-the-board 2.54% wage increase will occur and 0.5% lump sum will be paid to all then employed members of the bargaining unit in the month of January 2023 in the ordinary course of payroll. The lump sum payment will be calculated based on each bargaining unit employee's total compensation paid during the twelve month period ending December 31, 2022. Total compensation includes base pay, longevity, incentive pay, and overtime pay. It does not include compensation earned during off-duty employment.~~

~~Effective January 1, 2024, an across-the-board 2.5% wage increase will occur and 0.5% lump sum will be paid to all then employed members of the bargaining unit in the month of January 2024 in the ordinary course of payroll. The lump sum payment will be calculated based on each bargaining unit employee's total compensation paid during the twelve month period ending December 31, 2023. Total compensation includes base pay, longevity, incentive pay, and overtime pay. It does not include compensation earned during off duty employment.~~

Section 2. [Same as 2020-2024 CBA. Wage charts to be updated.]

Section 3. [Same as 2020-2024 CBA]

SAPFFA Proposal 3 - Overtime

U3. Overtime: Amend Articles 14 and 15 as follows:

- a. Productive Time. Revise Section 3 to eliminate the overtime penalty when bargaining unit members utilize paid leave, so that all paid leave hours will be considered as productive time.
- b. Standby Pay – Mandatory Overtime. The Department shall designate five (5) personnel per each Fire Division and EMS Division shift as standby personnel for mandatory overtime. Members shall be assigned to standby on a rotating basis by inverse seniority, shall remain on standby for four shifts, and shall be compensated at the rate of three (3) hours of overtime pay for each shift that they are subject to mandatory overtime. This provision applies whether the employee is called back to work.
- c. Standby Pay – Arson Investigators. Revise Article 15, Section 5 to adjust standby pay provided to Arson Investigators from 2 hours to 3 hours of overtime pay per day, except that on City holidays when the Arson Office is closed, Arson Investigators shall receive 6 hours of overtime.

Proposed CBA language:

ARTICLE 14 - OVERTIME

Section 1. [Same of 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3.

All Fire Suppression employees who are assigned a fifty-six (56) hour work week schedule shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of one hundred fifty nine (159) hours per twenty-one (21) day work cycle. Accordingly, for each additional hour, or portion thereof, actually worked by said employee in excess of one hundred fifty nine (159) hours during the twenty-one (21) day cycle, that employee shall receive overtime pay based on the following: 1.5 times the number of hours actually worked in excess of 159 hours times the quotient of 159, divided into the employee's three week gross regular salary. ~~Under a twenty-one (21) day cycle, each employee shall lose no more than twenty seven (27) hours of overtime pay per year as a result of scheduled vacation leave being counted as productive time for F.L.S.A. purposes. For the purpose of computing eligibility for F.L.S.A. overtime and application of the twenty seven (27) hour limit in this paragraph, all other types of leave will take priority over vacation leave in application of this provision (i.e. when vacation and any other form of leave is used in the same 21 day cycle, the loss of F.L.S.A. overtime shall not apply to the twenty seven (27) hour maximum. It is intended that a Fire Fighter will lose only one cycle of F.L.S.A. overtime~~

~~per scheduled vacation, even if a vacation period splits two cycles. F.L.S.A. overtime will be charged against the first three (3) vacation periods taken in that calendar year. Employees shall, however, be allowed to exempt use of one shift of sick leave and/or military leave each calendar year from the provisions of this paragraph. All paid leave hours will be considered as productive time for FLSA overtime purposes.~~

Section 4. [Same as 2020-2024 CBA]

Section 5. Standby Pay – Mandatory Overtime

The Department shall designate five (5) personnel per each Fire Division and EMS Division shift as standby personnel for mandatory overtime. Members shall be assigned to standby on a rotating basis by inverse seniority, shall remain on standby for four shifts, and shall be compensated at the rate of three (3) hours of overtime pay for each shift that they are subject to mandatory overtime. This provision applies whether the employee is called back to work.

ARTICLE 15 – HOURS

Section 1. [Same of 2020-2024 CBA]

Section 2. [Same of 2020-2024 CBA]

Section 3. Specified Employees in the Fire Department Repair Shops.

Employees assigned to the Arson Division shall work the following regular hours, with the exception of the Captain assigned to Arson who shall work a forty (40) hour, five (5) day work week:

A forty (40)-hour, ten (10)-hour-per-day, four (4) day work week;

Said work week shall consist of two (2) shifts consisting of the day shift and evening shift.

The shifts are broken down as follows:

The Day shift shall be made of a Monday – Thursday rotation, and a Tuesday – Friday rotation. The total number of Day shift rotations shall equal the number of two (2) person teams, minus the two (2) weeks of Evening shift referenced below.

The first rotation of the day shift shall be worked from 7:00 a.m. – 5:00p.m., Tuesday – Friday for the number of weeks determined by the personnel assigned to the Arson Bureau, and work 7:00 a.m. – 5:00 p.m. Monday – Thursday for the remaining number of weeks comprising the Day shift.

Evening shift	4 p.m. - 2 a.m. for 2 weeks total / 1 week
	Wed.-Sat.
	/ 1 week Sun.-Wed.

The two (2) Lieutenants assigned to Arson will work a forty (40) hour, ten (10) hour per day, four (4) day work week, the rotation to be determined by the Division Head.

The number of weeks between team rotations shall equal the number of two (2) person investigator teams.

Employees assigned to Arson shall be allowed a thirty (30) minute lunch break. While on this lunch break, the employee shall be subject to call, and the missing of this lunch break because of the press of business shall not be grounds for overtime payment nor shall it be the basis for a grievance.

In the event an arson investigator is required, when none is scheduled or when the scheduled personnel are not available to respond, s/he shall be called back to work on a rotating basis and compensated as specified by this Agreement.

Arson investigators who are mandated to serve on scheduled stand-by shall be compensated at the rate of ~~two (2)~~ three (3) hours of overtime pay or actual time worked, whichever is greater, except that on City holidays or when the Arson office is closed, Arson Investigators shall receive six (6) hours of overtime pay or actual time worked, whichever is greater. This provision applies whether or not the employee is actually called back to work.

Additional personnel assigned to the Arson Division shall be scheduled at the discretion of the Fire Chief, or her/his designated representative.

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

Section 8. [Same of 2020-2024 CBA]

Section 9. [Same as 2020-2024 CBA]

Section 10. [Same as 2020-2024 CBA]

SAPFFA Proposal 4 - Holidays

U4. Holidays: Amend Article 18, Section 2 to adjust the rate of pay for work on a Premium Holiday from 1.5 time to 2.0 time, and to adjust the rate of pay for overtime work on a Premium Holiday to 2.5 time.

Proposed CBA language:

ARTICLE 18 - HOLIDAYS

Section 1. [Same as 2020-2024 CBA]

Section 2.

All employees who work on a shift during a Premium Holiday listed below shall be paid ~~an additional one half (1/2)~~ at a rate of twice their ~~time that of her/his/her~~ regular rate of pay for the actual hours worked during the Premium Holiday. Actual hours paid for both shifts working a Premium Holiday will not exceed twenty four (24) hours. Holiday pay shall not apply to those employees who are working an overtime opportunity.

Employees who are working an overtime opportunity on a Premium Holiday shall be paid at a rate of two and one half (2.5) times their regular rate of pay.

Premium Holidays shall commence at 12:01 a.m. and end twenty four (24) hours later at 12:00 a.m. and shall include the following eight (8) holidays:

New Year's Day
Easter Sunday
Independence Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Section 3. [Same as 2020-2024 CBA]

SAPFFA Proposal 5 - Uniforms

U5. Uniform Items: Amend Article 20, Section 1 as follows:

- a. Uniform Credit System. Revise Section 1(c) to adjust the uniform credit from \$500 to \$660, to provide annual CPI adjustments to this amount beginning October 1, 2025, and to permit carryover of unused credits into the next fiscal year.
- b. Clothing Allowance. Revise Section 1(D) to adjust the Additional Clothing Allowance from \$720 to \$950, and to provide annual CPI adjustments to this amount beginning October 1, 2025.

Proposed CBA language:

ARTICLE 20 - UNIFORM ITEMS AND PERSONAL PROTECTIVE EQUIPMENT

Section 1. Uniforms.

A. [Same as 2020-2024 CBA]

B. [Same as 2020-2024 CBA]

C. Uniform Credit System

The City shall establish a uniform credit system under a revised commissary contract whereby each employee shall have ~~a five hundred dollars (\$500.00)~~ an annual six hundred and sixty dollars (\$660) 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 hundred dollar (\$500.00)~~ CPI-adjusted credit each fiscal year thereafter. "Fiscal year" shall hereinafter refer to the period from October 1st through September 30th.

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.

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.

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.

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.

Any unused credit shall ~~not~~ be carried forward to the following fiscal year.

D. Additional Clothing Allowance

~~Effective October 1, 2012, each employee shall receive an additional clothing allowance of three hundred and sixty (\$360.00) per fiscal year.~~ Effective October 1, 201~~3~~24, each employee's clothing allowance shall increase to ~~seven hundred and twenty (\$720.00)~~ nine hundred and fifty dollars (\$950) per fiscal year with annual CPI increases. 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.

E. [Same as 2020-2024 CBA]

F. [Same as 2020-2024 CBA]

G. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

SAPFFA Proposal 6 – Incentive Pays

U6. Incentive Pays (Assignments and Certifications): Amend Article 22 as follows:

- a. COLA Adjustments. Adjust each fixed incentive pay to address changes in CPI since October 1, 2013. Beginning October 1, 2025, make further annual adjustments to incentive pays to match percentage increases to base salaries.
- b. Paramedic Certification Pay. Revise Sections 5 and 6 so that all members with paramedic certifications receive the certification pay amounts that are specified in Section 5.
- c. Field Training Officer. Revise Section 17 to codify the monthly stipend and to also include the Medical Training Officer.
- d. Medical Special Operations, Wildfire and Communications. Add a new Section to provide monthly stipends of the same amount as the Technical Rescue Team.
- e. Certification Pays. Add a new section to include additional certifications and related stipends to reflect the increased complexity of services provided by the membership.

Proposed CBA language:

ARTICLE 22 - INCENTIVE PAY

Section 1. [Same as 2020-2024 CBA]

Section 2. ~~HAZ-MAT Incentive~~ Special Operations Unit Assignment Pay.

Employees initially assigned to ~~the Technical Rescue Team~~ any of the following units shall receive sixty-six (\$66) dollars per month until such time the employee is deemed qualified by the Fire Chief. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.

Personnel assigned to the following units ~~the Hazardous Material (Haz-Mat) Team~~ shall receive a ~~\$100.00~~ \$132 per month incentive during their active assignment:

Hazardous Material Team

Technical Rescue Team

Aviation

Medical Special Operations Unit

Wildfire Team

Communications.

Section 3. E.M.T. Certification Pay.

A. Employees holding a Basic E.M.T. certificate obtained from the State and as a result of having completed a City-approved course of instruction shall receive ~~the following incentive payments based upon years of service as a Basic E.M.T. (EMT-B) with the City \$231 per month~~ for as long as certification is maintained and the employee is authorized to perform by the Medical Director:

~~Beginning of certification through 4 years of service as a Basic E.M.T. \$ 60.00 per month~~

~~Beginning of 5th year through 8th year of service as a Basic E.M.T. \$110.00 per month~~

~~Beginning of 9th year of service as a Basic E.M.T. \$160.00 per month~~

~~Effective October 1, 2012:~~

~~Beginning of certification through 4 years of service as a Basic E.M.T. \$ 75.00 per month~~

~~Beginning of 5th year through 8th year of service as a Basic E.M.T. \$125.00 per month~~

~~Beginning of 9th year of service as a Basic E.M.T. \$175.00 per month~~

~~If a paramedic transfers out of paramedic duties in EMS, Communications or Aviation to function as a Basic E.M.T., and has continuously maintained her/his certification as a paramedic or obtains a Basic E.M.T. certification, then all prior service as a paramedic in EMS, Communications, or Aviation shall be counted toward determining the level of incentive to which s/he would be entitled.~~

Section 4. [Same as 2020-2024 CBA]

Section 5. Paramedic Certification Pay.

Employees attending the initial paramedic training course shall receive ~~\$50~~ \$66 per month until such time they become eligible for paramedic incentive pay. The employee must be assigned to the class for more than one-half of the month to qualify. No partial payment shall be made for attending one-half (1/2) or less of the first calendar month of the initial paramedic training course.

All employees who are certified by the State and as a result of having completed a City-approved course of instruction as Paramedics ~~and who actually work in EMS, Communications, and/or Aviation,~~ and maintain authorization by the Medical Director shall receive \$462 per month ~~the following incentive payments based upon years of service as a Paramedic with the City:~~

~~Beginning of assignment through 4 years of service as a Paramedic \$200.00 per month~~

~~Beginning 5th year through 8th year of service as a Paramedic \$250.00 per month~~

~~Beginning 9th year of service as a Paramedic \$300.00 per month~~

Effective October 1, 2012:

~~Beginning of assignment through 4 years of service as a Paramedic \$250.00 per month~~

~~Beginning 5th year through 8th year of service as a Paramedic \$300.00 per month~~

~~Beginning 9th year of service as a Paramedic \$350.00 per month~~

C. Unless otherwise specified in this Article, ~~these amounts~~ this certification pay shall be paid to the Paramedic for so long as the individual is employed by the Department and maintains a current Paramedic certification and actually works as a Paramedic in EMS, Communications, and/or Aviation. (The use of administrative leave shall not be cause to deny incentive pay under the previous sentence. However, a Paramedic who has expended all available sick leave and is thus either eligible for or actually utilizing the provisions of Article 24, Volunteering for Injured Firefighters, will no longer be entitled to receive incentive pay.)

~~D. Should a Paramedic transfer or be assigned to a position outside of EMS, Communications, and/or Aviation and yet maintains her/his Paramedic certification, s/he shall be entitled to E.M.T. certification pay but not Paramedic certification pay.~~

Should a Fire Fighter receive training on her/his own time and at her/his own expense at a City-approved school, s/he shall be eligible for E.M.T. or Paramedic certification pay.

~~—— If a Paramedic leaves EMS, Communications, and/or Aviation and later returns, and if said employee has continuously maintained her/his certification as a Paramedic, then all prior service as a Paramedic in EMS, Communications, or Aviation shall be counted toward determining the level of incentive to which s/he would be entitled.~~

~~—— Each E.M.T. or Paramedic assigned to EMS, Communications, or Aviation working an applicable shift for one half (1/2) or more of any calendar month shall be entitled to the incentive pay as previously provided for that assignment for the full month. No partial payment shall be made for working less than one half (1/2) of the calendar month.~~

~~Section 6. —— Firefighting Division Paramedic Certification Pay.~~

~~—— Effective October 1, 2012, all employees who are certified by the State and as a result of having completed a City-approved course of instruction as Paramedics and who actually work as a Paramedic in the Firefighting Division, and maintain authorization by the Medical Director shall receive the following incentive payments based upon years of service as a Paramedic with the City:~~

~~Beginning of assignment through 4 years of service as a Paramedic \$150.00 per~~

~~month Beginning 5th year through 8th year of service as a Paramedic \$200.00 per~~

~~month Beginning 9th year of service as a Paramedic \$250.00 per month~~

~~Unless otherwise specified in this Article, these amounts shall be paid to the Paramedic for so long as the individual is employed by the Department and actually works as a Paramedic in the Firefighting Division. (The use of administrative leave shall not be cause to deny incentive pay under the previous sentence. However, a Paramedic who has expended all available sick leave and is thus either eligible for or actually utilizing the provisions of Article 24, Volunteering for Injured Firefighters, will no longer be entitled to receive incentive pay.) An employee receiving paramedic certification pay under this Section shall not be entitled to E.M.T. pay.~~

~~All prior service as a Paramedic in EMS, Communications, or Aviation shall be counted toward determining the level of incentive to which s//he would be entitled if said employee has continuously maintained her/his certification as a Paramedic.~~

~~Each Paramedic assigned to the Firefighting Division working an applicable shift for one-half (1/2) or more of any calendar month shall be entitled to the incentive pay as previously provided for that assignment for the full month. No partial payment shall be made for working less than one-half (1/2) of the calendar month.~~

Section 76. [No substantive change from 2020-2024 CBA]

Section 87. [No substantive change from 2020-2024 CBA]

Section 98. Arson Assignment and TCOLE Certification Pay.

All employees selected for assignment to the Arson Division shall receive ~~fifty dollars~~ ~~(\$50)~~ sixty-six dollars (\$66) per month beginning the first full month after the start of the Police Training Academy program until such time they receive their arson investigator certification.

Arson Investigators who hold a Basic, Intermediate, Advanced or Master Certification issued by the Texas Commission on Law Enforcement shall receive Certification pay based on the following monthly schedule:

<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Masters</u>
<u>\$86</u>	<u>\$125</u>	<u>\$178</u>	<u>\$231</u>

Certification payments shall be made monthly at the same time that E.M.T. and Paramedic incentive pays are made. The Fire Chief shall have the right to require the Arson Investigator to produce a copy of the certification or other valid verification prior to approval for the employee to receive such payment. This payment shall be in addition to any other certification pay an Arson Investigator may be qualified for.

~~All certified arson investigators, assigned to the Arson Division shall receive three hundred fifty dollars (\$350.00) per month assignment pay during each month of actual assignment.~~

~~Each certified arson investigator assigned to Arson working an applicable assignment for one-half (1/2) or more of any calendar month shall be entitled to assignment pay for that~~

~~assignment for the full month. No partial payment shall be made for working less than one-half (1/2) of the calendar month.~~

~~Effective October 1, 2012 Sub Section B shall no longer apply.~~

~~Section 10. Aviation Incentive.~~

~~Employees initially assigned to the Aviation Division or assigned to Station 22 in support of Stinson Municipal Airport, said employee shall receive fifty dollars (\$50) per month until such time they receive their Crash Rescue Fire Fighter certification. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.~~

~~Each certified Crash Rescue Fire Fighter assigned to the Aviation Division or assigned to Station 22 in support operations at Stinson Municipal Airport shall receive a one hundred dollar (\$100.00) per month incentive pay during her/his or her active assignment.~~

~~Section 11. Technical Rescue Team Incentive.~~

~~Employees initially assigned to the Technical Rescue Team shall receive fifty dollars (\$50) per month until such time the employee is deemed qualified by the Fire Chief. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.~~

~~Each Fire Fighter assigned to the Technical Rescue Team determined to be qualified by the Fire Chief shall receive a hundred dollar (\$100) per month incentive during her/his or her active assignment.~~

~~Section 12. Training Instructors Incentive.~~

~~Employees initially assigned to the Training Division shall receive fifty dollars (\$50) sixty-six (\$66) per month until such time they receive their Instructors Certificate. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.~~

~~Each employee assigned to the Training Division who holds an Instructors Certificate shall be entitled to receive three hundred and fifty dollars (\$350) per month incentive during her/his or her active assignment to Training.~~

~~Effective October 1, 2012 Sub Section B shall no longer apply.~~

~~Section 13. Fire Inspectors Incentive.~~

~~Employee initially assigned to the Fire Prevention Division shall receive fifty dollars (\$50) sixty-six dollars (\$66) per month until such time they receive their Inspectors Certificate. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be to employees made for working one-half (1/2) or less of the calendar month.~~

~~Each employee assigned to the Fire Prevention Division who holds an Inspectors certificate shall be entitled to receive one hundred dollars (\$100) per month incentive during her/his or her active assignment to the Fire Prevention Division.~~

~~Effective October 1, 2012 Sub Section B shall no longer apply.~~

Section 4411. [No substantive change from 2020-2024 CBA]

~~Section 15. Services Division Incentive.~~

~~Each employee assigned to the Services Division shall be entitled to receive one hundred dollars (\$100) per month incentive during her/his or her active assignment to the Services Division.~~

~~Effective October 1, 2012 this Section shall no longer apply.~~

Section 4612. Fire Certification Pay.

Fire Fighters who hold a Basic, Intermediate, Advanced or Master Certification issued by the Texas Commission on Fire Protection shall receive Fire Certification pay based on the following monthly schedule:

Basic	Intermediate	Advanced	Masters
\$65-\$86	\$95-\$125	\$135-\$178	\$175-\$231

Certification payments shall be made monthly at the same time that E.M.T. and Paramedic incentive pays are made. The Fire Chief shall have the right to require the Fire Fighter to produce a copy of the certification or other valid verification prior to approval for the employee to receive such payment.

Section 4713. Field Training Officer (FTO) and Medical Training Officer (MTO).

~~The Fire Chief shall have the authority to establish an FTO program. Employees assigned as Field Training Officer or Medical Training Officer shall receive two-hundred dollars (\$200) per month. The employee must be assigned for more than one-half of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month.~~

Section 14. Professional Certification Incentives

Any employee that is certified in the following from TCFP shall receive an incentive pay regardless of assignment:

<u>Fire Investigator</u>	<u>\$40 per month</u>
<u>Fire Officer I</u>	<u>\$20 per month</u>
<u>Fire Officer II</u>	<u>\$40 per month</u>

<u>Fire Instructor I</u>	<u>\$20 per month</u>
<u>Fire Instructor II</u>	<u>\$40 per month</u>
<u>Incident Safety Officer</u>	<u>\$20 per month</u>
<u>Hazardous Materials Technician</u>	<u>\$40 per month</u>
<u>Inspector</u>	<u>\$40 per month</u>
<u>Apparatus D/O - Pumper</u>	<u>\$20 per month</u>
<u>Apparatus D/O - Aerial</u>	<u>\$20 per month</u>
<u>TDEM Package (ICS 100, 200, 700, 800)</u>	<u>\$50 per month</u>
<u>NWCG Package (Wildland 130, 190)</u>	<u>\$50 per month.</u>

Section ~~48~~15. [No substantive change from 2020-2024 CBA]

Section ~~49~~16. Administrative Assignment Incentive.

~~Effective October 1, 2012, all~~ All non-appointed, forty (40) hour per week employees permanently assigned to a forty (40) hour schedule shall receive ~~\$450.00~~ \$594 per month. The employee must be assigned for more than one-half (1/2) of the month to qualify for this incentive. No partial payment shall be made for working one-half (1/2) or less of the calendar month. This incentive does not apply to an employee who receives special duty pay under Section 8 of this Article.

Section 17. CPI Adjustments. All fixed monthly payment amounts shall be increased by CPI on October 1 of each year, beginning October 1, 2025.

SAPFFA Proposal 7 – Health Benefits

U7. Health Benefits: Amend Article 25 as follows:

- a. CDHP Plan – HSA Contributions. Revise Section 5 to adjust the City’s annual required HSA contribution from \$1675 to 50% of the applicable deductible for each participating member. For example, the City contribution for Individual deductible coverage would be \$1600 and the City contribution for Family coverage would be \$3000.
- b. CDHP Plan – Wellness Incentives. Revise Section 5 to adjust the current fitness program incentive payments from \$125-\$500 towards FSA/HSA accounts, to \$500-\$1000 towards those accounts.
- c. Value Plan. Revise Section 5 to adjust the employee contribution annual escalator from 10% to a CPI adjustment effective October 1 of each year, and to provide that employee contribution amounts will not increase during evergreen years.

Proposed CBA language:

ARTICLE 25 - HEALTH BENEFITS

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. [Same as 2020-2024 CBA]

Section 5. Effective April 1, 2020, bargaining unit employees will be offered two health plans with plan designs and employee contributions described below:

The pharmacy coverage is as outlined in the CVS Value formulary or its equivalent if a new PBM is selected during the contract term.

Employee Monthly Contributions and CDHP plan Health Savings Account contributions are as follows:

Monthly Employee Contributions										
	2020		2021		2022		2023		2024	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE & Spouse	\$100.10	\$0.00	\$110.11	\$0.00	\$121.12	\$0.00	\$133.23	\$0.00	\$146.56	\$0.00
EE & Children	\$67.10	\$0.00	\$73.81	\$0.00	\$81.19	\$0.00	\$89.31	\$0.00	\$98.24	\$0.00
EE & Family	\$166.10	\$0.00	\$182.71	\$0.00	\$200.98	\$0.00	\$221.08	\$0.00	\$243.19	\$0.00

Health Savings Account (H.S.A.) Annual City Contributions (only for CDHP)

~~(Voluntary employee contributions may be made to a Flexible Spending Account if the employee is not eligible for the H.S.A.)~~

	2020		2021		2022		2023		2024	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500
EE & Spouse	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500
EE & Children	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500
EE & Family	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500	\$0	\$1,500

The above years are plan (currently calendar) years. ~~The first year plan for 2020 begins in April and ends in December. Payments made by covered members (employees, plus any dependent(s)) that have accumulated toward the deductible and out of pocket maximums will credit toward the first year of the new health plan ending December 31, 2020. Subsequent years 2021, 2022, 2023, 2024, and any evergreen period will be in calendar years (January through December).~~ Employee monthly contributions (under the Value plan) will increase by 10% CPI over the prior year's contribution every year during the life of the agreement (~~including contributions will be frozen during evergreen~~). Out-of-network claims will be capped at the in network allowable amounts under both the Value and CDHP plans.

Health Savings Account Contributions for CDHP shall be 50% of the applicable deductible for each participating member. For example, the City contribution to HSA for an Individual would be \$1,600 and for Family the contribution would be \$3,000. The City Contribution will continue during evergreen.

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

SAPFFA Proposals 8 and 14 – Schedule and Committee

U8. Safe Schedule Committee: Amend Article 12 to require the parties to establish a joint Safe Schedule Committee, to which each party shall appoint three members. The Safe Schedule Committee shall meet not less frequently than every month, and the Fire Chief shall grant administrative leave to three Association-appointed committee members to prepare for, follow up and attend Committee meetings. The goal of the Safe Schedule Committee will be to develop a plan to transition the Fire Department from the current 24/48, 56-hour work week schedule to a 24/72, 42-hour work week schedule by September 30, 2027.

The Safe Schedule Committee shall issue a report of its findings and recommendations by April 1, 2025, which shall identify all agreed-upon recommendations as well as any recommendations that were subject to deadlock. Recommendations that are subject to deadlock will be submitted for final and binding resolution by an impartial arbitrator selected by the parties in accordance with the rules of the American Arbitration Association.

U14. Standing Committees: Amend Article 12 to establish the following standing committees within the Fire Department, which shall meet monthly: Apparatus and Equipment Committee, Personal Protective Equipment Committee, Training Committee, Recruiting and Retention Committee, and Wellness and Work-Life Balance Committee. The Association may appoint up to two members to each Committee. Bargaining unit members shall be provided paid administrative leave to attend committee meetings.

Proposed CBA language:

ARTICLE 12 - LABOR MANAGEMENT RELATIONS

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. [Same as 2020-2024 CBA]

Section 5.

The following standing committees shall be established and are not subject to Section 4 of this article. These said committees shall meet monthly and at least two members of each committee shall be held by members representing the Union and that number shall constitute 50% of the total committee members. Any member representing the Union shall be granted paid

administrative leave to attend scheduled meetings, and granted one shift (for 24-hr employees) or two workdays (for non 24-hr employees) of extra paid administrative leave every 6 months for participating as the union representative on said committee:

Apparatus and Equipment Committee

Personal Protective Equipment Committee

Training Committee

Recruiting and Retention Committee

Wellness and Work-Life Balance Committee.

Section 6.

A Safe Schedule Committee shall be established to develop a plan to transition the Fire Department from the current 24/48, 56-hour work week to a 24/72, 42-hour work week. Each party shall appoint three members to serve on this committee. The committee shall meet not less frequently than every month. Leave for the Association-appointed committee members shall be granted so members can prepare for, follow up and attend Committee meetings. The Safe Schedule Committee shall issue a report of its findings and recommendations by September 30, 2027, which shall identify all agreed-upon recommendations as well as any recommendations that were subject to deadlock. Recommendations that are subject to deadlock shall be submitted for final and binding resolution by an impartial arbitrator selected by the parties in accordance with the rules of the American Arbitration Association.

Section 57. [No substantive change from 2020-2024 CBA]

Section 68. [No substantive change from 2020-2024 CBA]

SAPFFA Proposals 9 and 10 – Floating Vacation Shifts

- U9. Floating Vacation Shifts: Amend Article 17, Section 3 to adjust the FVS shift maximum to ten employees (6 in Fire Suppression and 4 in EMS), and to eliminate the Defined Payback FVS system.
- U10. Perfect Attendance Leave: Amend Article 17, Section 4 to permit all eligible members to convert two shifts of sick leave to floating vacation shifts according to the current process, regardless of their years of service.

Proposed CBA language:

ARTICLE 17 - VACATIONS

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. Floating Vacation Shifts (FVS).

Except as provided in Section 3, Perfect Attendance Leave, an employee may request from her/his accrued vacation leave, up to four (4) shifts. This leave is to be taken from her/his scheduled vacation.

An employee must apply in writing no less than prior to the beginning of the shift (or the workday, for 40 hour employees) prior to the shift being taken. Selection will be made on a first-come, first-served basis, by log date and time entry at a location to be designated by the Division Head.

There will be a maximum of the ~~four (4)~~ ten (10) employees allowed off on FVS per shift (~~two (2)~~ six (6) in Fire Suppression and ~~two (2)~~ four (4) in EMS, and one (1) additional FVS per year per paramedic), with the exception of holidays or the day before or after a holiday. If a person requests a floating vacation shift and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon her/his return to duty.

~~Upon the effective date of this agreement, an additional four (4) employees will be allowed off on defined payback floating vacation shift ("Defined Payback FVS") per shift (an additional two (2) in Fire Suppression and two (2) in EMS), with the exception of holidays or the day before or after a holiday. If an employee requests a Defined Payback FVS and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon his/her return to duty. At the time the bargaining unit employee makes the request for a Defined Payback FVS, the Fire Chief will provide up to three optional dates from the employee's remaining scheduled vacation days during the same calendar year and the employee shall, at that time, select the pay-back date from the options provided or the employee may choose not to use a Defined Payback FVS.~~

Section 4. Perfect Attendance Leave (PAL).

Any employee who achieves perfect attendance over a six (6) month period shall be entitled to utilize two (2) additional shifts of accrued vacation leave outside of scheduled vacation periods plus may convert ~~one (1)~~ two (2) shift of sick leave for use as a floating vacation shift in accordance with the provisions of this section, hereinafter to be called "perfect attendance leave". ~~Employees who have completed their 25th year of service shall be entitled to convert an additional one shift of sick leave, for a total of two (2) per sixth month time frame, for use as a floating vacation shift in accordance with the provisions of this section, hereinafter to be called "Perfect Attendance Leave." Perfect Attendance Leave shall be used during the subsequent six (6) months.~~

The Chief shall provide a minimum of three (3) slots in Fire Suppression, two (2) slots in EMS, and one (1) slot in each other division which shall be available solely for perfect attendance leave.

An employee must apply, in the manner provided per Department policy, no less than prior to the beginning of the shift (or the workday, for forty (40) hour employees) prior to the shift being taken. Selection will be made on a first-come, first served basis, by log date and time entry at a location to be designated by the Division Head.

"Perfect attendance" shall mean that the employee has not utilized any of the following types of leave:

- sick leave,
- emergency leave (provided that use of bereavement leave, although taken on an emergency leave basis, shall not be a disqualification under this section),
- line of duty leave (provided that use of LOD leave for a portion of a shift, as to those employees that return to work on of the following shift, shall not be a disqualification under this section),
- leave without pay, and
- suspensions.

For purposes of this section, six (6) months shall be defined as consecutive calendar months, beginning the first shift hour in October, and the first shift hour in April.

There shall be no restricted days at the beginning of October or April that are off limits for PAL conversion. Current eligibility time frames coinciding with the first half and second half of the fiscal year remain in place. A Fire Fighter that meets eligibility requirements prior to the current 15-day request cutoff may apply for a PAL conversion on these currently restricted dates. If said Fire Fighter becomes ineligible within fifteen (15) calendar days of the scheduled PAL shift, her/his PAL conversion shall be canceled and s/he shall be required to make other arrangements to cover that shift.

Section 5. [Same as 2020-2024 CBA]

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

SAPFFA Proposal 11 – Sick Leave

U11. Sick Leave: Amend Article 23, Section 6 to eliminate the house-arrest requirement and in-person sick checks for members utilizing sick leave, but to maintain reasonable telephone contacts.

Proposed CBA language:

ARTICLE 23 - SICK LEAVE

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. [Same as 2020-2024 CBA]

Section 5. [Same as 2020-2024 CBA]

Section 6. Other Provisions.

After an employee who is eligible for regular retirement has an absence in excess of thirty (30) consecutive working days, the Chief has the right to require a physician's certificate and may require the employee to submit to a Fitness for Duty Examination.

~~———— The Union recognizes the City's existing right to contact or attempt to contact an employee either in person or by telephone in a reasonable manner while s/he is on sick leave. Failure of the employee to be at her/his residence, at a location pre-coordinated with her/him.~~

~~———— Supervisor, or attending medical treatment shall be grounds for disciplinary action in accordance with existing rules and regulations. The Chief will establish a procedure for discretionary exemptions from this rule and the provisions of Section 2 for individuals with long-term illnesses, injuries or extended hospitalization.~~

The Union recognizes the City's existing right to enforce a policy that the provision of fraudulent medical documentation or deliberately erroneous statements in connection with the provisions of this article shall be grounds for disciplinary action in accordance with the rules and regulations.

Nothing in this Article shall be construed to limit in any fashion the right of the Chief to enforce rules and regulations or administrative policies that are not in conflict with this Agreement or State Law.

Section 7. [Same as 2020-2024 CBA]

SAPFFA Proposal 12 – Parental Leave

U12. Parental Leave: Amend Article 27 to provide bargaining unit members with 168 continuous work hours of paid parental leave at 100% of their compensation, which may be used during the 12 months following birth or initial placement of a child.

Proposed CBA language:

ARTICLE 27 - MISCELLANEOUS

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. [Same as 2020-2024 CBA]

Section 5. [Same as 2020-2024 CBA]

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

Section 8. [Same as 2020-2024 CBA]

Section 9. [Same as 2020-2024 CBA]

Section 10. Parental Leave. The City shall provide a parental leave benefit under which employees may utilize 168 continuous work hours of paid parental leave at 100% of their compensation, during the 12 months following birth or initial placement of a child.

SAPFFA Proposal 13 – Union Leave

U13. Union Leave: Amend Articles 6 and 17 as follows:

- a. Union Leave Pool. Revise Article 6, Section 4 to adjust the annual vacation leave deduction for the union leave pool from 3 to 6 hours per position, and to permit carryover of unused leave into the next fiscal year.
- b. Union Leave. Revise Article 17, Section 2 to adjust “additional vacation hours” from 3 hours to 6 hours each fiscal year.

Proposed CBA language:

ARTICLE 6 - UNION ACTIVITY

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. Union Leave Pool.

Effective the first full pay period after October 1 of each year in accordance with Article 17, Section 2, ~~three (3)~~ six (6) additional hours vacation leave per filled Fire Fighter position per year will be deducted to establish and maintain a pool of leave hours. This leave will establish a pool of paid time to be granted to individuals selected by the Union to conduct Union business hereinafter referred to as “Union Leave.” Leave usage will be governed by the following guidelines:

1. ~~No~~ Carry-over of leave pool hours shall be permitted.
2. Limit to the number of persons off at any given time: Fire-3, EMS-2, and one (1) each from Services, Arson, Fire Prevention, Training, and Communications.
3. Limit to the number of persons off per Firefighting company-1.
4. Not more than six (6) persons off at the same time.
5. Leave increment must be equal to or greater than ~~eight (8)~~ six (6) hours for Firefighting or EMS divisions and four (4) hours for all forty (40) hour divisions.
6. Where leave increments are above the minimum hours, said increments must be not less than two (2) hours.
7. Request for leave must be made by the Union President or her/his designee.
8. Request for leave must be directed to the Fire Chief or her/his designee, via e-mail or fax.

9. Request for leave must be received at the Fire Chief's Office prior to 12:00 p.m., (noon), of the shift prior to the shift of leave usage.

10. Request for leave must be in writing, signed by the Union President or her/his designee, include the names and assignments of employees selected to be on Union Leave and indicate the duration of leave requested for each employee.

11. Employees participating in initial specialized training, (Paramedic or Arson), shall not be authorized to utilize Union Leave while participating in said training.

12. The Fire Chief may deny a request for Union Leave where said request is for an employee assigned to the following positions: Special Projects, Professional Standards, Personnel, Training, Services, Fire Prevention, Arson, Special Teams Coordinator, Safety Officer, and personnel performing special projects receiving higher classification. However, members of the Union Executive Board in any such position shall be subject to Section 4.A.13. of this Article.

13. The Fire Chief may deny a request for Union Leave where approval of said request would be operationally detrimental to the Department. In the event that the Chief denies such a request, the Union may request the reason for the denial. If this occurs the Fire Chief shall explain the reason for said denial in writing.

14. The Fire Chief retains the right to recall employees to duty during an emergency or special event involving an overriding need for protection of the citizens of San Antonio.

Nothing in this Article has any effect on rights and prerogatives of the Union, employees, or the Fire Chief with respect to employees attending meetings, conventions, conferences, seminars, or other Union functions on the employee's own time or Union lay-off time.

Section 5. [Same as 2020-2024 CBA]

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

- U15. Unit Work: Amend Article 3, Section 1 to return Fire Department positions within Personnel (Applicant Processing) and Emergency Management to sworn certified firefighters.

Proposed CBA language:

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1.

The Union recognizes the management of the City of San Antonio and the direction of the Fire Department are vested exclusively in the City, subject to the terms of this Agreement, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City. These rights include:

- A. [Same as 2020-2024 CBA]
- B. [Same as 2020-2024 CBA]
- C. [Same as 2020-2024 CBA]
- D. [Same as 2020-2024 CBA]
- E. [Same as 2020-2024 CBA]
- F. [Same as 2020-2024 CBA]
- G. Use civilians in the Fire Department to perform duties which do not require a sworn certified Fire Fighter. In this regard, the City is authorized to civilianize the following positions or units:
 - 1. Fiscal Management
 - ~~2. Personnel~~
 - 3. Clerical
 - ~~4. Emergency Management~~
 - 5. Delivery
 - 6. Fire Services/Vehicle Maintenance (with exception of not less than one (1) Fire Captain or higher position)
 - 7. EMS Supply (provided the City hires a civilian that has some medical background and/or holds a paramedic certification)
 - 8. Building Maintenance
 - 9. Information Systems

10. The Union recognizes the City's existing right to transfer personnel who currently are assigned to the Fire Marshall's Office, performing plan checking and review tasks for sprinkler and fire alarms, under the Uniform Building and Fire Codes. Neither the City nor the Union concedes any aspect of its position on civilianization with respect to other tasks or positions as a result of this compromise. This agreement will not be considered a precedent and is not admissible as evidence in any other controversy or proceeding involving civilianization.

Civilians performing duties which do not require a sworn certified Fire Fighter, and civilians performing duties civilianized pursuant to the position/unit list contained herein are not subject to the terms of this Agreement.

H. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

U16. Drugs and Alcohol: Amend Article 29 to eliminate random testing and post-accident testing for marijuana but permit same for reasonable suspicion testing, and to provide that marijuana used in compliance with Texas’ Compassionate Use Program will not be considered a positive test result.

Proposed CBA language:

ARTICLE 29 - DRUGS AND ALCOHOL

Section 1. [Same as 2020-2024 CBA]

Section 2. [Same as 2020-2024 CBA]

Section 3. [Same as 2020-2024 CBA]

Section 4. [Same as 2020-2024 CBA]

Section 5. Threshold Levels Revealed by Testing.

The parties have agreed that the following levels shall be determinative in any drug testing administered under this Article.

The drugs that will always be screened and the initial and confirmatory test cutoff levels to be used include all that are listed in the Mandatory Guidelines for Federal Workplace Drug Testing Programs established by the Department of Health and Human Services (DHHS) and published in the Federal Register, except for marijuana metabolites (THCA) for purposes of random and post-accident testing. In January of each calendar year, additional drugs will be included or removed from the drug testing panel as drugs are authorized or deauthorized for use by fire department employees in the course and scope of their duties and for which testing protocols exist. Cut-off levels for any additional drugs will be established by the DHHS-certified testing laboratory. Initially, the additional drugs used in the fire department which will be included for testing are Diazepam and Midazolam (both Benzodiazepines), Ketamine, Fentanyl, and Buprenorphine. Benzodiazepines have an initial cut-off of 300 ng/ml and a confirmatory cut-off of 200 ng/ml. Ketamine has an initial and confirmatory cut-off level of 100 ng/ml. Fentanyl has an initial cut-off of 500 pg/ml and a confirmatory cut-off of 300 pg/ml. Buprenorphine has an initial cut-off of 5 ng/ml and a confirmatory cut-off of 2 ng/ml.

Concentrations of a drug at or higher than the above levels shall be considered a positive test result on the initial drug screening test.

An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.”

A positive test result on the initial drug-screening test will automatically require a confirmation drug test be performed.

Concentrations of a drug at or higher than the above levels shall be considered a positive test result on the confirmation drug screening test. A positive test result under this section shall not constitute conclusive proof of impairment or use, but shall create a rebuttable presumption subject to challenge through the grievance procedure. In the event that the employee appeals any disciplinary action to arbitration after a positive test result under this section, the losing party shall pay all costs of the proceeding. The employee is the “losing party” under this section if the arbitrator finds drug or alcohol impairment in violation of department policies, rules or regulations, irrespective of any modification or reduction in discipline.

Alcohol testing procedure shall be as follows:

Alcohol testing shall be conducted by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing Device (EBT). The employee will provide a breath sample. If the employee’s alcohol concentration is greater than or equal to .04, a second confirmation test will be performed in accordance with established EBT protocol.

An employee’s failure or refusal to provide a breath sample will result in a determination that the employee’s alcohol concentration is greater than or equal to .04.

Confirmation that an employee’s alcohol concentration is greater than or equal to .04 shall result in the implementation of those steps set forth under Section 8(B)(1) of this Article (not applicable to post accident testing under Section 2 above).

A positive test result under this Section shall not constitute conclusive proof of impairment or use, but shall create a rebuttable presumption subject to challenge through the grievance procedure.

Concentrations less than the thresholds listed herein, or initial positives not confirmed by the confirmatory testing shall be disregarded by the City, and may not be referred to or used at any time for any employment or disciplinary purpose whatsoever by the City.

Section 6. [Same as 2020-2024 CBA]

Section 7. [Same as 2020-2024 CBA]

Section 8. [Same as 2020-2024 CBA]

Section 9. [Same as 2020-2024 CBA]

Section 10. Compassionate Use. The City shall not discipline a member in response to a test result stemming from conduct protected by Texas’ Compassionate Use Program.

SAPFFA Proposal 17 – Duration of Agreement

U17. Duration of Agreement: Amend Article 38 to provide a 3-year duration, covering the period from October 1, 2024, through September 30, 2027, and to revise the evergreen termination date to September 30, 2035.

Proposed CBA language:

ARTICLE 38 - DURATION OF AGREEMENT

Section 1. Except as specifically provided here, this Agreement shall be effective ~~the date of the Arbitration Award from October 1, 2024, through September 30, 2027.~~ It shall remain in full force and effect ~~until the 31st day of December 2024 and shall continue in effect~~ from year to year until replaced by a successor agreement or until terminated by mutual agreement. In no event shall this Agreement continue in effect after ~~December 31 2024~~ September 30, 202935. ~~The 10% annual increase of employees' contributions to health benefits costs, set forth in Article 25, shall remain in effect until a new Agreement is executed.~~

Section 2. [Same as 2020-2024 CBA]

*SAPFFA reserves the right to alter, add to other otherwise amend the above proposals.
Any CBA article not addressed would be carried forward to the next CBA.*