



COLLECTIVE BARGAINING LABOR AGREEMENT

Between The

CITY OF HARLINGEN, TEXAS

And The

**HARLINGEN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 3404
("HPFFA, IAFF LOCAL 3404")**

Three Fiscal Years 2021 through 2024



TABLE OF CONTENTS

ARTICLE 1. IDENTIFICATION OF THE PARTIES 1

ARTICLE 2. PURPOSE AND INTENT 1

ARTICLE 3. RECOGNITION CLAUSE..... 1

ARTICLE 4. AUTHORITY AND TERM 1

ARTICLE 5. RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES..... 2

ARTICLE 6. MANAGEMENT RIGHTS AND MAINTENANCE OF
STANDARDS..... 2

ARTICLE 7. WAGES AND PAYS – IMPLEMENTATION..... 2

ARTICLE 8. HIRING – ENTRY LEVEL LISTS 3

ARTICLE 9. APPOINTED POSITIONS 5

ARTICLE 10. DUES DEDUCTION FROM PAYROLL 5

ARTICLE 11. OVERTIME PAY 6

ARTICLE 12. PAID TIME OFF: HOLIDAYS..... 6

ARTICLE 9. PAID TIME OFF: VACATION LEAVE 6

ARTICLE 10. PAID TIME OFF: SICK LEAVE..... 8

ARTICLE 11. BEREAVEMENT LEAVE..... 10

ARTICLE 12. EMERGENCY LEAVE..... 10

ARTICLE 13. CALL BACKS & HOLD-OVERS 10

ARTICLE 14. PAID TIME: - ASSOCIATION ACTIVITY 11

ARTICLE 15. INSURANCE BENEFITS 12

ARTICLE 16. PENSION BENEFITS 12

ARTICLE 17. COMPENSATORY TIME 12

ARTICLE 18. SHIFT EXCHANGES & SUBSTITUTIONS 13

ARTICLE 19. GRIEVANCES & GRIEVANCE PROCEDURE 13

ARTICLE 20. AUTHORITY OF ARBITRATOR..... 15

ARTICLE 21. DISCIPLINARY INVESTIGATION PROCEDURES 16

ARTICLE 22. SAVINGS CLAUSE..... 16

ARTICLE 23. GLOSSARY OF TERMS 16

GRIEVANCE, WORK EXCHANGE REQUEST, & WORK SUBSTITUTION
FORMS A & B

APPENDIX “A” – PAY TABLE5 pgs

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are the City of HARLINGEN, Texas, and the HARLINGEN PROFESSIONAL FIRE FIGHTERS ASSOCIATION (“HPFFA”).

Section 2. The CITY OF HARLINGEN, TEXAS (“the City” or “the Employer”), is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The HPFFA, Local 3404 is an Association qualifying under Chapter 174, Texas. Local Gov’t Code (“TLGC”).

Section 4. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE AND INTENT

Section 1. The purpose of this Agreement is to give effect to the policy objectives described in Chapter 174, Texas Local Gov’t Code (“TLGC”), as specifically described in §174.002, TLGC.

Section 2. Definitions & Use of Terms. The language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall have primary control.

ARTICLE 3. RECOGNITION CLAUSE

Section 1. The CITY OF HARLINGEN hereby recognizes the HARLINGEN PROFESSIONAL FIRE FIGHTERS Association (“HPFFA”) as the sole and exclusive bargaining agent for all fire fighters, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 143, TLGC.

Section 2. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES during the term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall be for a period of three years, beginning on October 1, 2021 and ending on September 30, 2024.

Section 2. Evergreen Clause. If the parties have not completed a new agreement by end of the contract term specified above, the terms of this Labor Agreement shall nonetheless continue in effect without change until it is modified or otherwise superseded by a new or modified agreement, but in no event shall the Labor Agreement continue beyond September 30, 2025.

ARTICLE 5. RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES

Section 1. Civil Service Laws. The PARTIES understand and agree that under the provisions of §174.006, TLGC, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174, TLGC, unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Labor Agreement address matters contained in a state or local civil service provision, TLGC, the contractual terms contained in this Labor Agreement shall control.

Section 2. Other Laws Relating to Individual Employee Rights. Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual firefighters under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law, which any other public employee would otherwise have.

Section 3. Other City Policies, Rules, Regulations, and Directives. Subject to the provisions of this Labor Agreement, and any applicable state and federal laws, any existing CITY or civil service policies, rules, regulations, and directives in existence at the time of the execution of this Labor Agreement shall continue to apply and be enforced by management. The PARTIES agree, however, any CITY or civil service policy, rule, regulation or directive that is not specifically superseded by provisions of this Labor Agreement may be unilaterally amended or modified by the CITY or the Civil Service Commission, subject only to the Maintenance of Standards provision also contained in this Labor Agreement.

ARTICLE 6. MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

Section 1. Management Rights. The PARTIES understand and agree that the CITY as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retain all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required by law, or this Labor Agreement.

Section 2. Maintenance of Standards. Subject to the foregoing management rights clause, the CITY agrees that any standard, privilege, and working conditions enjoyed by the employees at the effective date of this Agreement, which is not specifically included in this Agreement, and as to which the CITY would be subject to a mandatory duty of bargaining, as determined by law, will not be changed without the consent of the ASSOCIATION.

ARTICLE 7. WAGES AND PAYS – IMPLEMENTATION

Section 1. Pay Table. Wages and pays shall be those specified in the Pay Table attached to this Labor Agreement; provided that implementation of those pays shall begin on the first full pay period after the effective date of this Labor Agreement or after October 1, 2021, whichever is later.

A. **Pro-Rata Calculations.** The specified wages and pays shall be payable on a pro-rata basis in accordance with the pay cycles established by the CITY and using existing CITY conversion calculations.

B. **Implementation Guidelines.** Further, whenever an individual member qualifies for an adjustment to wages and pays because of the application of the provisions contained in the Pay Table, the application of that wage and pay adjustment shall be implemented starting in the first full pay period after the condition giving rise to the pay adjustment is triggered.

Section 2. No Retro-Pays. The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only.

Section 3. Grand-fathered Pays. The parties understand and agree that if application of the Pay Table formulas to any particular employee should result in a gross pay amount that is less than the gross pay that the employee was earning upon implementation of this Agreement, that employee's pre-contract gross pay amount shall be grandfathered until such time as the wage and pay terms of the Labor Agreement should result in a higher pay amount than the pre-contract pay amount, at which time the contract pay amount, as calculated under the pay table, shall supercede any pre-contract pay amount.

Section 4. Re-Openers. If at any time during the term of this Agreement, the City: 1) grants a wage increase to the police bargaining agent, or 2) grants an across-the-board wage increase to the non-exempt, non-collective bargaining City employees, then, the Association may, by filing a notice under this provision, reopen negotiations as to wages only for the fiscal year in which the triggering wage increase applies; provided, however that in the second year of this Agreement (FY 2022-2023), this re-opener provision may be triggered by timely service of a notice of intent on the City Manager in accordance with the provisions of Section 174.107, TLGC.

A. Wage increases for the civilian non-collective bargaining City employees, that are based on individualized performance evaluations do not trigger this reopener provision.

B. The City retains the right to respond to any wage proposal tendered under the reopener with counter-proposals that may involve non-wage related subjects.

ARTICLE 8. HIRING – ENTRY LEVEL LISTS

Section 1. Objective. To modify existing Chapter 143, TLGC procedures to expand the pool of eligible candidates that the CITY may draw from in hiring firefighter personnel, and to expedite the hiring process.

Section 2. Existing Chapter 143, TLGC policies, practices and procedures shall continue to be used, subject to the further modifications contained in this Article.

Section 3. Additional Points. In addition to test points for military service, as provided for in Chapter 143, TLGC, an applicant shall also be entitled to points based on the following experience:

A. TCFP Certifications. The following TCFP certification points are not cumulative; only the highest level applies. Also, the following points shall not be awarded unless the applicant first scores a minimum passing grade of 70 on the entrance examination. Existing TCFP certifications shall be entitled to the following points:

- 1) Basic – 5 points;
- 2) Intermediate - 6 points;
- 3) Advanced - 7 points;
- 4) Master - 8 points.

B. Texas Department of State Health Services (TDSHS) Certification. An applicant scoring a minimum of 70 on the entrance examination, and who holds a current TDSHS certification of EMT-Basic or higher, will receive an additional **5 points**. TSDHS certification points are in addition to military points and TCFP points.

C. Eligibility for certification points shall require current proof of existing certification at all times relevant to the application process.

Section 4. Certified Lists. Civil Service Commission shall continue to constitute a certified list in accordance with Chapter 143, TLGC requirements; provided, however, that upon application by the City Manager or Fire Chief, or Union President, the Civil Service Commission may, in its discretion, authorize that an existing certified list be updated or modified, even if an existing list has not expired or been exhausted.

A. The only restriction on the CSC under this section shall be that an existing list may not be updated on less than a quarterly basis.

Section 5. Applicants already on a certified list shall be carried on the list for a period of one year, even if the list should be updated or modified. The applicant's original score will be maintained and used to determine the ranking on a new certified list. An applicant who is already on an existing list when a new test is administered may apply to retake the test; provided, however, that the last test score taken will determine ranking on the list and would retrigger the one-year eligibility to be on the list.

Section 6. The foregoing provisions shall supersede any civil service rules and regulations to the contrary.

Section 7. The parties agree that implementation issues that may arise during the contract may be resolved by consultation between the City Manager and the Union President or their designee without the need to re-open the contract.

ARTICLE 9. APPOINTED POSITIONS

Section 1. The Fire Chief, with the concurrence of the City Manager, may appoint each person occupying an authorized position in the classification immediately below that of the Fire Chief, regardless of title. The total number of appointed positions shall be two (2).

Section 2. The two (2) appointed positions of Assistant Fire Chief shall exercise responsibility over Operations and Training. The following credentials and conditions are required by the individuals appointed to the position of Assistant Fire Chief:

- 1) Appointed in accordance with Chapter 143, TLGC
- 2) Fire Instructor III with TCFP certification

Section 3. Grandfather provision. The requirements set for above are for future employees who are appointed and does not apply to those currently in the appointed positions.

Section 4. The appointed positions shall be carried as FLSA exempt.

Section 5. Both appointed positions shall be drawn from within the Fire Department in accordance with Chapter 143, TLGC criteria.

Section 6. In accordance with Chapter 143, TLGC, if a person who has been appointed to one of the foregoing positions is removed from the appointed position, that person shall be reinstated in the department and placed in a position with a rank not lower than that held by the person immediately before appointment to the position. The person retains all rights of seniority in the department.

Section 7. In accordance with Chapter 143, TLGC, if a person holding an appointed position is charged with an offense in violation of civil service rules and is dismissed from the civil service or discharged from his appointed position, the person has the same rights and privileges of a hearing before the commission and in the same manner and under the same conditions as a classified employee.

ARTICLE 10. DUES DEDUCTION FROM PAYROLL

Section 1. The CITY agrees to deduct, dues and assessments, in an amount certified to be current by the Treasurer of the Union, from the pay of those Employees who individually request, in writing, that such deductions be made.

Section 2. The total amount of deductions shall be remitted, each month, together with the names of the Employees from whom dues have been collected, by the Employer to the Treasurer of the Union.

Section 3. The Employer shall forward to the Union a copy of all authorization or cancellations of voluntary deduction of Union dues by Employees in the unit.

ARTICLE 11. OVERTIME PAY

Section 1. Overtime Pay. All productive hours in excess of two hundred and four (204) hours per twenty-seven (27) day work period for suppression and forty (40) hours per seven (7) day work period for prevention shall be paid at the rate of time and one-half of the employee’s regular straight-time hourly rate of pay including all specialty pay, incentive pay, shift differential pay, assignment pay or any other additional pay.

Section 2. Overtime is based on actual hours worked as per existing City policy.

ARTICLE 12. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. Holidays shall be those specified below:

- 1) New Years Day (1 work day)
- 2) Good Friday (1 work day)
- 3) Memorial Day (1 work day)
- 4) 4th of July (1 work day)
- 5) Labor Day (1 work day)
- 6) Thanksgiving Day (1 work day)
- 7) Day after Thanksgiving (1 work day)
- 8) Christmas Eve (1 work day)
- 9) Christmas Day (1 work day)

Section 2. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF HARLINGEN for its civilian employees. If the CITY makes any improvements to the holidays during the term of the Labor Agreement, those will be included as well.

Section 3. Employees who work eight (8) hour days, forty (40) hour weeks shall observe (be granted) holidays off as they occur in accordance with City policy and if recalled to work shall be paid their regular rate of pay for hours worked, in addition to holiday pay.

Section 4. Suppression Personnel. The City shall continue paying the holidays for suppression employees as they have been in past practice; that is, when a holiday occurs the employee will be paid for that day in addition to their regular rate of pay.

ARTICLE 9. PAID TIME OFF: VACATION LEAVE

Section 1. Fire Department civil service shift personnel earned vacation leave as follows:

Years of Service	Bi-Weekly	Max. Annual Accrual
00 -05	6.92 hours	15 days
05-10	7.38 hours	16 days

10-15	7.85 hours	17 days
15-20	8.31 hours	18 days
20-25	8.77 hours	19 days
25-30	9.23 hours	20 days
30+	9.69	21 days

Section 2. Fire Department civil service non-shift personnel earned vacation leave as follows:

Years of Service	Bi-Weekly	Max. Annual Accrual
00 -05	4.62 hours	15 days
05-10	4.92 hours	16 days
10-15	5.23 hours	17 days
15-20	5.54 hours	18 days
20-25	5.85 hours	19 days
25-30	6.15 hours	20 days
30+	6.46 hours	21 days

Section 3. Vacation time of fire suppression Employees will be taken in increments of twenty-four (24) hour shifts. Each twenty-four (24) hour shift is equal to two twelve-hour work days.

Section 4. Vacation selection shall be on a seniority basis within each rank under the following conditions:

- A. Vacation selection by seniority preference shall initially be made during the month of October of each fiscal year. This first vacation pick, whether long or short, must all fall within a 27-day cycle.
- B. Beginning November 1 of each fiscal year, the remaining selections shall also be made by seniority in rank and in accordance with existing departmental directive.
- C. All remaining selections of leave are not restricted by a calendar year but falls in accordance with the 27-day FLSA pay cycle, even if that cycle goes into the following calendar year.

D. The double-up restriction in the current department directive would continue to apply.

Section 5. Carry Over Policy. Unused vacation leave may be carried over as per each employee’s anniversary date as follows:

Years of Service	Administrative	Suppression
00 -05	120 hours	240 hours
05-10	128 hours	240-hours
10-15	136 hours	240 hours
15-20	144 hours	240 hours
20-25	152 hours	240 hours
25-30	160 hours	240 hours
30+	168 hours	252 hours

Pay Out. Maximum pay out upon separation is 144 hours for administrative personnel; 216 hours for fire suppression personnel.

ARTICLE 10. PAID TIME OFF: SICK LEAVE

Section 1. Definition of Doctor’s Certificate. A certificate signed by a physician, attesting to the fact that the employee IS or IS NOT able to perform his/her duties.

Section 2. According to Texas Firemen’s and Policemen’s Civil Service Law Chapter 143.045, all permanent and temporary fire fighters are allowed to accumulate sick leave with pay. The amount of time accumulated is computed on the basis of one and one-fourth full working days allowed for each month employed in a calendar year. The total maximum of accumulated days is fifteen (15) for every twelve (12) months. Sick leave may be accumulated without limit and may be used while an employee is unable to work because of a bona-fide injury or illness.

Section 3. An employee may take six (6) sick leave days (three shifts) without a doctor’s certificate per calendar year. An employee may use three (3) consecutive work days (one and one-half shift) of sick leave without a doctor’s certificate. Unexcused sick leave must be requested from superior and approved prior to being used.

A. An employee may use sick leave in accordance with the City’s current Personnel Policy Manual.

Section 4. The supervisor may require the employee to furnish a doctor’s certificate any time sick leave is taken.

Section 5. An employee on sick leave must remain at his residence during regular working hours except to seek medical treatment or authorized by doctor to leave home to maintain quality of life.

Section 6. An employee will be considered sick until such time he/she has been released by doctor's certificate to return to duty.

Section 7. Employees will not be permitted to engage in any employment or business outside of their regular duties from the time they give notice of an absence due to illness or injury until such time they have been released by doctor's orders to return to duty. If an employee has recovered from illness or injury prior to, or during his/her designated days off, the employee may notify his/her supervisor of their intention to return to duty. This will relieve the employee from having to remain at his/her residence until the employee returns to duty.

Section 8. Any time sick leave is taken, the employee must sign an absentee form to confirm time taken off.

Section 9. Sick leave may be used in one-hour increments.

Section 10. Sick leave credits are not transferable between employees.

Section 11. Employees taking sick leave are to notify the District 1 Captain or OIC by 0730 hours prior to their scheduled duty. All sick leave calls shall be documented on the daily activity notebook.

Section 12. Should abuse of sick leave be suspected, the supervisor may request and obtain verification of the circumstances surrounding the use of sick leave, and the employee using or attempting to use sick leave without proper cause shall be cause for disciplinary action, including dismissal.

Section 13. When an employee has used all six (6) unexcused sick leave days (three shifts) in one year, and additional sick leave days are taken during the year, he/she must produce a doctor's certificate, as defined above.

Section 14. An employee will be monitored by his/her supervisor. This action may take the form of telephone or visitation calls to the residence of the employee. The employee is required to remain at his/her residence except to seek medical treatment during regular duty hours. Should be employee need to leave, he or she must advise and receive permission from their supervisor.

Section 15. An employee on vacation that becomes ill or injured may request to be put on sick leave in place of vacation. This employee will also be required to bring a doctors certificate for verification. This employee shall also adhere to all sick leave directives that apply.

Section 16. The City of Harlingen return to work policy will apply to the Fire Department and will be utilized as the department's alternative duty program.

Section 17. Sick leave may also be applied under circumstances covered by the Family Medical Leave Act (FMLA) provided that proper documentation in support of a qualifying FMLA event is submitted and approved.

ARTICLE 11. BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family of any Employee, the Employee shall be granted leave of one (1) 24-hour shift off for fire suppression and two (2) working days in the case of 40-hour per week employees for the purpose of attending the funeral and for needed travel time. Vacation hours or sick leave hours may be used to supplement bereavement leave upon request and approval of the Fire Chief or his designee. Where an Employee has no accrued sick leave or vacation leave, unpaid leave may be granted.

Section 2. For the purpose of this Article, the immediate family shall be defined as the spouse and children, including legal wards of the Employee, as well as the parents, grandparents, grandchildren, brothers, and sisters of the Employee and that of the Employee's spouse or any relative that domiciles in the household of the firefighter.

ARTICLE 12. EMERGENCY LEAVE

Section 1. Employees may be granted Emergency leave with pay under this Article to cover personal circumstances or situations that are unanticipated or unexpected and as to which the employee reasonably believes require his or her personal attention and which would require the employee to leave his/her duty station for a limited time.

Section 2. Emergency leave shall be no more than 72 hours per fiscal year for suppression. For employees on a 40-hour workweek, emergency leave shall be no more than 48 hours per fiscal year.

Section 3. If granted, emergency leave shall be authorized in a minimum of two-hour increments, provided that Fire Department reserves its authority to determine whether an unscheduled firefighter needs to be called in to fill any staffing shortages.

Section 4. Use of emergency leave requires the pre-approval of the Fire Chief or his designee to be authorized.

ARTICLE 13. CALL BACKS & HOLD-OVERS

Section 1. CITY proposal is to incorporate existing directives and intent of this Article is to incorporate existing policy and practices of the department.

Section 2. When a shift is determined by the Fire Chief or his designee, to be shorthanded, he shall hire off established callback lists as a basis for hiring these people.

Section 3. A callback list shall be formulated for each classification. Any person wishing to be eligible for callback may have his name placed on the list. Each list shall be formulated time in rank and selection of personnel from the list shall be made on a rotation/revolving method.

A. An employee shall not lose his or her standing on the list due to agreeing to work a period of less than 12 hours. Hours are not accumulative.

B. Once an employee has denied an overtime offer twice (back-to-back), the employee will be required to submit a letter requesting to be put back on the list.

C. An employee shall not be charged a denial due to the fact of being on duty (exchange work), attending required training, or employer is unable to reach the employee.

Section 4. Hiring of callback personnel shall be made from the highest rank vacant and personnel may only work in their respective classification, after implementation of the Acting Position directive.

Section 5. It is agreed that in emergency situations, the Fire Chief or his designee may forego the above procedure. A shortage of the usual staffing of personnel by itself is not an emergency.

Section 6. No Employee will be permitted to work more than forty-eight (48) straight hours without an intervening period of at least twenty-four (24) hours off. This provision may be waived in case of emergency or at the Chief's discretion.

ARTICLE 14. PAID TIME: - ASSOCIATION ACTIVITY

Section 1. Bulletin Board. The Employer will allow space on an existing bulletin board in each station for the Union. Articles placed on such board shall be limited to local, state or national meetings announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates, issues or any matter that may be considered degrading or derogatory to the Employer or any City Official will be allowed on the board.

Section 2. Association Leave Pool. The City will authorize a total of 240 hours of paid leave per fiscal year that may be applied to the association activities listed below:

A. For Bargaining. The duly designated members of the ASSOCIATION's bargaining team shall be allowed to attend bargaining sessions while on duty subject to the discretion of the Fire Chief related to the staffing needs of the Department.

- 1) Members of the bargaining unit who are not named members of the bargaining team and who wish to attend a bargaining session as spectators may do so only on their own time. No special prerogative or privilege shall be exercised to accommodate leave requests for personnel who are not named members of the bargaining team.

B. Association Meetings. Executive Board members will be allowed reasonable time off when on duty to attend regular monthly meetings and a maximum of (2) two special meetings, subject to the staffing needs of the department as determined by the Fire Chief.

C. Seminars and Workshops. Approved hours may be used by Executive Board members to attend seminars or workshops related to the collective bargaining and labor relations processes, subject to the discretion of the Fire Chief related to the staffing needs of the Department.

D. The Association will be responsible for its own expenses incurred in connection with any of the above activities.

E. Qualifying members must complete a leave request form to document association leave.

ARTICLE 15. INSURANCE BENEFITS

Section 1. Medical (Health) Insurance. The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY's civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF HARLINGEN and its employees at any given time; provided that the employee contributions will be solely for dependent coverage and will consist of the firefighter paying 50% of basic dependent coverage. The CITY will continue to pay 100% of employee coverage.

Section 2. Life Insurance. The CITY shall provide life insurance benefits to each bargaining unit employee equivalent to what the CITY provides to the CITY's civilian employees at any given time; provided that the life insurance coverage would not be less than Thirteen Thousand Dollars (\$13,000.00) of life insurance coverage.

Section 3. Defense Benefits. The CITY shall provide a defense for the firefighter from any claims or lawsuits brought by outside third parties against a firefighter so long as the firefighter was acting in good faith and within the course and scope of his or her duties for the department and the City. The request for a defense must be made in writing, and the firefighter must cooperate with the defense counsel assigned by the CITY to provide a defense.

ARTICLE 16. PENSION BENEFITS

Section 1. As written in the Texas Local Fire Fighter's Retirement Act the City shall contribute a minimum of 17% to the Harlingen Fire Fighter's pension, regardless of the amount authorized by the Firefighters' Pension Board.

Section 2. The City reserves the right to match a contribution amount authorized by the Harlingen Firemen's Relief & Retirement Fund.

ARTICLE 17. COMPENSATORY TIME

Section 1. Intent is to incorporate existing CITY policy and practice, except as otherwise provided in this Article.

Section 2. The granting of compensatory time off shall be at the discretion of the Fire Chief or his designated representative.

Section 3. For 40-hour non-suppression personnel, comp time will be managed in accordance with the City's current existing policy and practices.

ARTICLE 18. SHIFT EXCHANGES & SUBSTITUTIONS

Section 1. Any member requesting to a Work Exchange shall notify the immediate supervisor (72-Hours in advance and in writing) and it shall be approved or disapproved by the shift Captain or Officer-In-Charge. Failure to notify within the allotted time will constitute grounds for denial by the approving officer.

Section 2. Members will be allowed to a Work Exchange for a total of 24-hours and not less than 1-hour. Said hours will be paid back (with time) within 30-calander days during any appropriate shift. Date of payback must be stated on work exchange form, and may be changed only one time with approval. Members will be allowed to A Time Trade or Work Exchange more than once every 30 days only after all prior exchanges have been paid back (with time) in full. There shall be no overlapping exchanges, except as otherwise specifically authorized by the Fire Chief.

Section 3. Any other arrangement for leave of this nature shall be approved by the Assistant Fire Chief or the Fire Chief through the chain of command.

Section 4. Any members of the bargaining unit who are injured or sick and deplete their sick leave, vacation leave, holiday leave, and existing compensatory time may request that another member of the bargaining unit be allowed to substitute for them without added compensation or cost to the City. When Employees substitute for another Employee under these circumstances, they shall not accrue overtime, additional compensation, and/or other benefits for the regular shift of the injured, sick employee and/or caring for immediate family member. The injured or sick Employee shall receive full salary and benefits during any such periods that other Employees are substituting for them.

Section 5. No Employee will be permitted to work in excess of forty-eight (48) straight hours without an intervening period of at least twenty-four (24) hours off. This provision may be waived in case of emergency or at the Chief's discretion.

ARTICLE 19. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however, employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3. Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:

- 1) a brief statement of the grievance, including a description of the facts or events upon which it is based;
- 2) the sections(s) of the Agreement alleged to have been violated,
- 3) the remedy or adjustment sought; and,
- 4) the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances regarding interpretations of this labor agreement shall proceed along the following Steps:

Step 1: A firefighter who is aggrieved must file a grievance with the Union Grievance Committee within (ten) 10 business days of the incident giving rise to the grievance, or within (ten) 10 business days of constructive knowledge of events given rise to the grievance. A copy of notice of receipt of the grievance shall be forwarded to the Fire Chief by the Union grievance committee within ten (10) calendar days of receipt of the grievance. The Union Grievance Committee shall within their sole discretion determine if a grievance exists. If the Union Grievance Committee determines that no grievance exists, it shall notify the Fire Chief that no further proceedings will be necessary. If the Union Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the Employee(s) by forwarding the written grievance to step 2 of this procedure. A grievance filed by the Union as a "Union Grievance" shall proceed directly to step 2 of this procedure.

Step 2: Any grievance found to be valid by the Union Grievance Committee shall be submitted to the Fire Chief within ten (10) business days of the step 1 ruling. After receipt of the grievance, the Fire Chief shall within ten (10) business days submit his response in writing to the Union Grievance Committee.

Step 3: If the grievance is not resolved at step 2, the Union Grievance Committee shall submit the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the step 2 decision. The City Manager or his designated representative shall review the matter and render a decision in writing to the Union Grievance Committee within fifteen (15) business days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, the Union shall have ten (10) business days from receipt of the City Manager's decisions to submit the matter to final and binding arbitration. Arbitration will be invoked by the

Union Grievance Committee delivering a letter so stating to the City Manager or his designee.

Step 5: If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the receipt of the City Manager's decision to invoke mediation.

Step 6: If the grievance is not resolved at mediation, then the ASSOCIATION shall have ten (10) business days from the receipt of the City Manager's decision to invoke arbitration.

Section 5. Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the PARTIES, in writing, as necessary to address the substance of the grievance in a reasonable manner.

ARTICLE 20. AUTHORITY OF ARBITRATOR

Section 1. If a grievance is submitted to arbitration, the Employer and the Union may within ten (10) business days of such request jointly appoint an agreed upon arbitrator, upon a failure to agree, the Employee and Union shall within five (5) business days request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service.

Section 2. Within ten (10) business days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The party submitting the grievance to arbitration shall make the first strike. The remaining individual on the list shall serve as the Arbitrator.

Section 3. The arbitrator so selected shall, through the agency selected, be notified of his selection and the parties, in coordination with the arbitrator, shall select a time, place and date for the hearing of the grievance.

Section 4. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to arbitrate away, in whole or in part any provisions of amendments thereof.

Section 5. The decision of the arbitrator shall be final and binding on the parties to this agreement. Either party may seek judicial review if the arbitrator exceeds his or her jurisdiction as specified in this Labor Agreement.

Section 6. The arbitrator shall issue a written opinion and ruling with respect to the issues presented, within thirty (30) days after the arbitrator declares the hearing closed. A copy of the Award shall be transmitted at the same time to the Union and the Employer, via their respective designated representative.

Section 7. Each party shall bear its own costs in connection with an arbitration proceeding. However, the costs of the arbitrator shall be shared equally between the ASSOCIATION and the CITY.

ARTICLE 21. DISCIPLINARY INVESTIGATION PROCEDURES

Section 1. Use existing department policy and practices, as well as civil service rules and regulations.

Section 2. In addition, the minimum requirements imposed by law, such as Chapter 614, Texas Gov't Code, shall also be followed.

Section 3. Alleged violations of disciplinary investigation procedure may not serve as grounds for a contract interpretation grievance. Complaints about investigatory procedures may, however, be raised in the context of a disciplinary appeal proceeding.

ARTICLE 22. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period.

Section 3. Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 23. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement negotiated between the CITY OF HARLINGEN and the ASSOCIATION;

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF HARLINGEN Fire Fighters under Chapter 174, TLGC;

Bargaining Unit - all full time fire fighter employees, except the Fire Chief, as defined by Chapter 174, TLGC.

Budget (Fiscal) Year- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days – shall be defined as Monday through Friday during normal business hours of 8:00 o’clock am to 5:00 o’clock p.m, excluding official holidays.

Cadet – refers to a probationary member of the fire department attending the fire academy and who is not certified with the TCFP.

Calendar Day- refers to a specified 24-hour period calendar period beginning at midnight and ending at midnight 24 hours later.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;

Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

Civil Service - refers to the classified civil service system organized pursuant to Chapters 141, 142, and 143, the Texas Local Government Code;

Civil Service Commission or CSC – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC;

City - refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF HARLINGEN, TEXAS;

City Manager - refers to the City Manager appointed under the City Charter or a designated representative;

City Management – refers to the administrative chain of authority within the City’s administrative structure starting within the Fire Department and rising through to the City Manager and, if necessary, the City Commission;

Department - unless otherwise specified, refers to the CITY OF HARLINGEN Fire Department;

Employee – refers to all fire department personnel who qualify as members of the bargaining unit under Chapter 174, TLGC.

Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF HARLINGEN in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the CITY OF HARLINGEN, TEXAS;

Fire Chief - refers to the Fire Chief appointed as the department head for the Fire Department, and includes the Fire Chief’s designated representative.

Fire Department - refers to that department of the City of HARLINGEN responsible for the provision of firefighting functions, prevention, and other public safety functions entrusted to the department.

Fire Fighter – means a certified, permanent, paid employee of the Fire Department of a political subdivision. The term does not include the Chief of the Department or a volunteer fire fighter.

FLSA - refers to the Fair Labor Standards Act, as amended;

FMLA - refers to the Family Medical Leave Act, as amended;

Grievance - for purposes of his Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.

Labor Agreement - is this Collective Bargaining Agreement negotiated between the CITY and HPFFA.

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law, and as established by CITY policy and practice.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being engaged in productive hours worked time.

Parties – refers to the CITY OF HARLINGEN and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the employer issues pay checks for services rendered in a work cycle.

Personnel (Administrative and Fire Suppression) - Fire Suppression personnel is defined as those employees who work a 24-48 schedule. Administrative personnel, for purposes of this labor agreement, are those who work a 40 hour work week.

Probationary Firefighter – means a certified full-time employee acting in the capacity of a firefighter serving a probationary period.

Shift Day - when applied to fire suppression personnel, a shift day refers to one twenty-four (24) hours work period as part of a work cycle; it also amounts to two (2) work days, that is two (2) twelve hour (12) work days. See Work Day.

Work Cycle – refers to the period of time that the employer uses to determine scheduling and any FLSA overtime obligations imposed law.

Work Day - A work day is equal to one twelve hour period. The first work day begins at 8 AM and runs through 8 PM, and the 2nd work day starts 8 PM and runs through 8 AM.

Workshift – A work shift refers to a 24-hour period made up of two consecutive work days. Also referred to as a Shift Day.

END OF DEFINITIONS

Grievance No. _____

BARGAINING UNIT MEMBER GRIEVANCE FORM
TO BARGAINING AGENT GRIEVANCE COMMITTEE

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Union grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
------	---------	----------------	-------

Division	Title/Rank	Station/Shift	Phone
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A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature

Date

Association Representative

Date

Fire Chief/designee

Date

Grievance No. _____

BARGAINING AGENT'S STANDARD GRIEVANCE FORM
GRIEVANCE COMMITTEE FINDINGS AND RECOMMENDATION

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone

Division	Title/Rank	Station/Shift	Phone

Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ **Reject Grievance** _____

Grievance Committee Representative

Date

Association Representative

Date



OFFICIAL WORK SUBSTITUTION AGREEMENT FORM



Substitute Employee Full Name (Print):	Substitution Recipient Full Name (Print):
Rank: _____	Rank: _____
Shift (circle one): A / B / C	Shift (circle one): A / B / C
Date of Work Substitution that Substitute Employee will be working:	

Month	Day
Year	
Start Time (military):	
End Time (military):	
Total Hours:	
X _____ <i>SIGNATURE of Substitute Employee</i>	
X _____ <i>SIGNATURE of District Captain's Approval, Fire Chief, or Designee</i>	
Comments/Remarks:	

FEDERAL LABOR STANDARDS ACTS RULES & REGULATIONS: The trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer; (A) Section 7 (P) (3) of the FSLA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours which the substituting employee would otherwise be entitled to overtime compensation under the act.

ASSUMING TOUR OF DUTY FOR ANOTHER MEMBER: Any member who assumes the tour of duty for another member also assumes all duties and responsibilities pertaining to the tour of duty.



OFFICIAL WORK EXCHANGE REQUEST FORM



Employee Full Name (Print):	Employee Full Name (Print):
Rank: _____ Shift (circle one): A / B / C	Rank: _____ Shift (circle one): A / B / C
Date of Trade/Exchange that Employee will be working: _____ _____ _____ Month Day Year	Date of Trade/Exchange that Employee will be working: _____ _____ _____ Month Day Year
Start Time (military):	Start Time (military):
End Time (military):	End Time (military):
Total Hours:	Total Hours:
X _____ <i>SIGNATURE of Employee</i>	X _____ <i>SIGNATURE of Employee</i>
X _____ <i>SIGNATURE of District Captain's Approval</i>	X _____ <i>SIGNATURE of District Captain's Approval</i>

Comments/Remarks:

FEDERAL LABOR STANDARDS ACTS RULES & REGULATIONS: The trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer; (A) Section 7 (P) (3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours which the substituting employee would otherwise be entitled to overtime compensation under the act.

ASSUMING TOUR OF DUTY FOR ANOTHER MEMBER: Any member who assumes the tour of duty for another member also assumes all duties and responsibilities pertaining to the tour of duty.

PAY TABLES
COLLECTIVE BARGAINING AGREEMENT
FOR
FY 2021-22 thru FY 2023-24

ANNUAL BASE PAY AMOUNTS

PAY TABLE A-1. ANNUAL BASE PAY AMOUNTS				
Classified Ranks*	FY 2020-21 Annual Base Pay	FY 2021-2022 Annual Base Pay	FY 202022-2023 Annual Base Pay	FY 2023-2024 Annual Base Pay
Cadets Recruits**	\$30,900.00	\$30,900.00	\$30,900.00	\$30,900.00
Probationary Firefighter***	\$30,900.00	\$35,000.00	\$35,000.00	\$35,000.00
Firefighter	\$43,143.40	3% \$44,437.70	3% \$45,770.83	3% \$47,143.95
Driver	\$47,229.56	3% \$48,646.45	3% \$50,105.84	3% \$51,609.02
Lieutenant	\$51,436.89	3% \$52,980.00	3% \$54,569.40	3% \$56,206.48
Captain	\$58,574.28	3% \$60,331.51	3% \$62,141.45	3% \$64,005.70
Deputy Fire Chief	\$67,912.19	3% \$69,949.56	3% \$72,048.04	3% \$74,209.48
Assistant Fire Chief(s)	Management Discretion	Management Discretion	Management Discretion	Management Discretion

* For reference purposes only. The use of this chart is not intended to, nor shall it be interpreted as, a derogation of the CITY’s exclusive authority and management right to determine the number of budgeted positions to be allocated to each identified rank within the fire department as part of the CITY’s budget process.

** For reference purposes only. Cadets do not qualify as members of the bargaining unit. Cadets are employees who have been hired by the City and attend the fire academy. Cadets do not legally qualify as members of the bargaining group under Chapter 174, TLGC definitions and are mentioned here for reference purposes only. The City reserves the right to modify the base pays stated at any time if such necessary to respond to market conditions.

*** The one-year probationary period shall begin on the day that an employee has qualified as a TCFP certified, full-time fire fighter, and not necessarily as the date of hire with the City. Once TCFP certified, the Cadet will become a Probationary Firefighter as noted above in the pay table but in any event, the time period for the probationary period will not exceed 18 months from date of hire.

Application Guidelines for Experienced Entry Level Hires: An applicant with existing fire certification credentials, who does not need additional training at the Academy, and who meets all applicable criteria to serve as a full-time firefighter, will be paid at the Probationary Firefighter classification level in effect at the time of hire; provided, however, that the new hire must still serve the one-year probationary period contemplated under Chapter 143, TLGC from the date of hire with the CITY.

ADDITIONAL PAY PROVISIONS

In addition to the base pays set forth above, members of the bargaining unit shall receive the pays set forth below, on a pro-rata basis, if the fire fighter qualifies for such additional pays.

STATUTORY LONGEVITY/SENIORITY PAY

The PARTIES agree that payment of the following Seniority Pay incorporates any payment due for statutory longevity and therefore satisfies the minimum requirement under Chapter 141 for statutory longevity pay.

PAY TABLE A-2. STATUTORY LONGEVITY/SENIORITY PAY	
Completed Years of Service (using date of hire)	Annual Amount FY 2021-2024 (paid pro-rata)
0 -1	\$0

2-3	\$1,000
4-5	\$1,900
6-7	\$2,800
8-9	\$3,700
10-11	\$4,600
12-13	\$5,500
14-15	\$6,100
16-17	\$7,000
18-19	\$7,900
20+	\$9,000

SENIORITY PAYS

The foregoing seniority pays will be incorporated on a pro-rata basis and rolled into the hourly rate of pay.

Application Guidelines for Seniority Table. Seniority pays shall apply to years of service in the Harlingen Fire Department only. However, nothing in this labor agreement shall prevent or preclude the CITY from offering a hiring bonus or other such pay as an incentive to attract qualified firefighting personnel to fill vacancies in the Department.

CERTIFICATION AND DISCIPLINE PAYS– (pay for holding the following certificates

PAY TABLE A-3. CERTIFICATION PAYS			
Level	FY 2021-22 Annual Amount	FY 2022-23 Annual Amount	FY 2023-2024 Annual Amount
Basic	-0-	-0-	-0-
Intermediate	\$900.00	\$900.00	\$900.00
Advanced	\$1,200.00	\$1,200.00	\$1,200.00

Master	\$2,400.00	\$2,400.00	\$2,400.00
EMR/ECA	\$600.00	\$600.00	\$600.00
Confined Space	\$600.00	\$600.00	\$600.00
Trench Rescue	\$600.00	\$600.00	\$600.00
High Angle Rescue	\$600.00	\$600.00	\$600.00
ARFF	\$600.00	\$600.00	\$600.00
HAZMAT	\$600.00	\$600.00	\$600.00
Inspector	\$600.00	\$600.00	\$600.00
Instructor	\$600.00	\$600.00	\$600.00
EMT-Basic	\$1,200.00 (not cumulative with EMR/ECA pay)	\$1,200.00 (not cumulative with EMR/ECA pay)	\$1,200.00 (not cumulative with EMR/ECA pay)

The foregoing Certification Pays are for those firefighters who hold the stated certificate. Pays are for highest level held and are not cumulative. Also, pays are stated in annual amounts, and will be paid in pro-rata amounts throughout yearly pay periods established by the City.

Application Guidelines for Experienced Entry Level Hires: An applicant with existing fire certification credentials, who does not need additional training at the Academy, who meets all applicable criteria to serve as a fulltime firefighter, and who holds one of the foregoing certifications, will be entitled to receive such pays from the date of hire as a probationary Firefighter.

ASSIGNMENT PAYS – (pay for assignment to and performance of specified assignments identified below)

PAYTABLE A-4. ASSIGNMENT PAYS			
Assignments	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fire Prevention Training Div.*	7%/base pay	7%/base pay	7%/base pay

* The 7% of base pay relates to a previously passed ordinance that is being carried over into the Labor Agreement.

Application Guidelines for Experienced Entry Level Hires: An applicant with existing fire certification credentials, who does not need additional training at the Academy, who meets all applicable criteria to serve as a full-time firefighter, and who is assigned to one of the foregoing assignments, will be entitled to receive such pays even if the firefighter is still serving a probationary period.

-END-

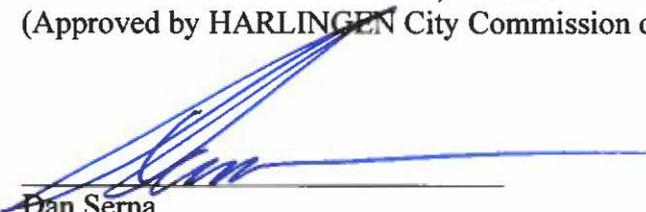
SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED,
REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

THE CITY OF HARLINGEN, TEXAS

(Approved by HARLINGEN City Commission on <Date>)

By:



Dan Serna
City Manager

By:



Amanda Elizondo
City Secretary

Dated: 7-30-2021

THE HARLINGEN PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

(Approved by HPFFA, Local 3404 as per HPFFA action dated July 14, 2021)

By:



Evan Mann
President, HPFFA, Local 3404

Dated: 08/03/2021



Jeff Lurick
Secretary, HPFFA, Local 3404