



CITY OF
MISSION



MEET & CONFER AGREEMENT

between

CITY OF MISSION, TEXAS

and

MISSION FIREFIGHTERS' ASSOCIATION

International Association of Fire Fighters, Local 3609

EFFECTIVE

October 1, 2026 through September 30, 2027

Subject to automatic annual renewal through September 30, 2029, as provided in Article 3.

Pursuant to Chapter 142, Texas Local Government Code

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ARTICLE 1

Purpose of Agreement

It is the intent and purpose of this Agreement, entered into by and between the City of Mission, Texas, hereinafter referred to as "Employer" or "City," and Local No. 3609, International Association of Fire Fighters, hereinafter referred to as "Union" or "Association," to achieve and maintain harmonious relations between the parties pursuant to the meet and confer provisions of Chapter 142 of the Texas Local Government Code.

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ARTICLE 2

Exclusive Provider of Emergency 911 Fire and EMS Services

SECTION 1. The City and the Union expressly agree that the Mission Fire Department shall be the exclusive provider of municipal fire suppression, emergency medical services, and emergency 911 ambulance response services within the jurisdiction of the City of Mission for the duration of this Agreement. Such services shall not be contracted, outsourced, transferred, delegated, privatized, or otherwise assigned, in whole or in part, to any private entity, governmental entity, emergency services provider, or other third party.

SECTION 2. The City shall not take any action that has the purpose or effect of replacing, diminishing, circumventing, or transferring the Mission Fire Department's responsibility as the City's exclusive provider of such services.

SECTION 3. No City administrator, department head, elected official, or other City representative shall have authority to unilaterally modify or discontinue the exclusivity established by this Article. Any modification, waiver, or relinquishment of the rights and obligations established by this Article must be expressly agreed to in writing by both the City and the Union in accordance with the procedures applicable to amendment of this Agreement.

SECTION 4. Nothing in this Article shall prohibit the City from receiving or providing mutual aid or automatic aid pursuant to an otherwise lawful agreement when necessary to supplement Mission Fire Department resources during emergencies, mass-casualty incidents, disasters, or extraordinary operational circumstances; provided, however, that such assistance shall not be used as a means to permanently replace, supplant, outsource, or reduce the Mission Fire Department's role as the City's primary and exclusive 911 fire and EMS provider.

ARTICLE 3

Duration and Intent of Agreement

SECTION 1. This Agreement shall be effective upon approval by both parties and shall remain in full force and effect from the 1st day of October 2026 through the 30th day of September 2027, for an initial term of one (1) year (the "Term").

SECTION 2. Either party desiring to modify this Agreement at the end of the Term may give notice of its desire to do so. Such notice shall be provided in writing at least ninety (90) days prior to September 30, 2027. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to September 30, 2027.

SECTION 3. If a successor agreement has not been executed by both parties on or before September 30, 2027, whether because neither party has given the notice provided for in Section 2 or because negotiations have not produced a successor agreement, this Agreement shall automatically renew for an additional period of one (1) year, through September 30, 2028 (the "First Renewal Year"). Either party desiring to modify this Agreement at the end of the First Renewal Year may give notice of its desire to do so. Such notice must be received by the other party no later than ninety (90) days prior to September 30, 2028. If such notice is given, negotiations on a successor agreement shall commence no later than sixty (60) days prior to September 30, 2028.

If a successor agreement has not been executed by both parties on or before September 30, 2028, this Agreement shall automatically renew for one (1) additional period of one (1) year, through September 30, 2029 (the "Second Renewal Year"). Either party desiring to modify this Agreement at the end of the Second Renewal Year may give notice of its desire to do so. Such notice must be received by the other party no later than ninety (90) days prior to September 30, 2029. If such notice is given, negotiations on a successor agreement shall commence no later than sixty (60) days prior to September 30, 2029.

The Term and the two (2) Renewal Years together shall not exceed three (3) years, and this Agreement shall not renew or otherwise remain in effect beyond September 30, 2029, except by a written successor agreement or extension approved and ratified by both parties in the manner required by Chapter 142 of the Texas Local Government Code.

SECTION 4. If either party gives the notice specified in Section 2 or Section 3 and negotiations have failed to produce a successor agreement before the end of the Term or the then-current Renewal Year, this Agreement shall remain in full force and effect, as renewed under Section 3, until a mutually accepted successor agreement is executed by both parties or until September 30, 2029, whichever is earlier. A mutually accepted successor agreement executed by both parties during the Term or any Renewal Year shall supersede this Agreement as of the effective date of the successor agreement.

SECTION 5. The parties agree that for purposes of this Agreement the Merger date is April 1, 2022.

SECTION 6. To the extent that any provision of this Article is found to be in conflict with Chapter 143 of the Texas Local Government Code (Civil Service), it is the intent of the parties that this Article shall be



considered to take precedence. To that extent, it is the parties' intent in this Article to "amend" Chapter 143, as allowed by law.

SECTION 7. If any provision of this Agreement should be declared illegal by any court of competent jurisdiction, or rendered illegal by any subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to negotiate a successor to the illegal provision that cures that illegality. Such negotiations will be limited to the provision determined to be illegal, and shall not involve any other provisions of the Agreement absent mutual agreement of the parties.

Handwritten initials "RB" inside a circle, followed by a handwritten signature.

ARTICLE 4

Recognition

The City of Mission recognizes the Mission Firefighters' Association, IAFF Local 3609, as the sole and exclusive bargaining agent for all Fire Fighters (with the sole exception of the Fire Chief). As used in this Agreement, the term "Fire Fighters" is intended to include only all permanent, paid employees of the Department who have been hired in substantial compliance with the provisions of Texas Local Government Code, Chapter 143, and does not include civilians or other employees.



ARTICLE 5

Hiring, EMS & Texas Commission on Fire Protection ("TCFP") Certification

SECTION 1. Age Requirements for Entry-Level Fire Fighter. The parties recognize the need to increase the maximum age limit for an entry-level position in order to improve the pool of potential candidates in the selection process. An applicant for entry-level firefighter must not have reached their forty-first (41st) birthday as of the date of the written entrance examination.

SECTION 2. The department head (Fire Chief) shall have the discretion in selecting the qualified applicant(s) to meet the needs of the fire department within the requirements of Chapter 143 of the Texas Local Government Code ("TLGC"). The Fire Chief may give preference in filling the beginning positions in the Mission Fire Department to those that hold a certification as an EMT, AEMT, or PARAMEDIC as issued by the Texas Department of State Health Services and/or Structure Fire Suppression certification issued by the Texas Commission on Fire Protection.

SECTION 3. The probationary period shall not count towards time served in the fire department for promotion eligibility.

SECTION 4. Entry-level Firefighters who do not hold a Texas Commission on Fire Protection certification for Structure Fire Suppression shall have up to twenty-four (24) months to obtain such certification. If for any reason the department is unable to offer the training for such certification within the first twenty-four (24) months of a firefighter joining the fire department, the training will still be required regardless of being beyond the initial twenty-four (24) months of employment and beyond the probation period, and shall be obtained as soon as practicable.

SECTION 5. Entry-level Firefighters who do not hold a Texas Department of State Health Services certification for EMT, AEMT, or PARAMEDIC shall have up to eighteen (18) months to obtain such certification. The Department shall provide certification opportunities to such employees with enough time to complete the required training and tests.

SECTION 6. Entry-level firefighter candidates that do not have TCFP certification, but do have an EMT, AEMT, or PARAMEDIC certification issued by the Texas Department of State Health Services, will only be required to complete an eighteen (18) month probationary period.

SECTION 7. The City shall continue to commit to providing the necessary training and instruction opportunities for employees to achieve certifications for EMT, AEMT, or PARAMEDIC issued by the Texas Department of State Health Services and Structure Fire Suppression certification issued by the Texas Commission on Fire Protection. If for any reason the department is unable to offer the training within the first twenty-four (24) months of an employee joining the fire department, the training will be required regardless of being beyond the initial twenty-four (24) months of employment and beyond the probation period, and shall be obtained as soon as practicable.



SECTION 8. In order to provide adequate staffing for the fire-based emergency medical system (EMS) for the Mission Fire Department, and as a condition of employment, all firefighters presently employed by the Department at the time of merger who possess valid TCFP certification and Texas Department of State Health Services certification of EMT or above shall keep and maintain their certifications at the level held at the time of merger, or at any advanced level obtained after the merger, for the duration of this Agreement. These firefighters shall also be required to rotate shifts for the fire-based EMS Division. A firefighter who fails to comply with this Section will no longer meet the conditions of employment and shall be deemed to have resigned and waived any right to invoke the grievance procedure in Article 8.

Employees employed by the Department prior to the EMS merger ("Grandfathered" firefighter personnel) who do not possess EMT or above certification and are unwilling or unable to meet the minimum standards of EMT or above shall not be subject to involuntary separation from employment, and obtaining this certification shall not be a condition of employment.

This Section 8 does not apply to the following positions within the Department: Assistant Fire Marshal, Fire Inspectors, EMS Captain, Training Captain, and all Deputy Chiefs.

SECTION 9. The City and the Union agree that it shall be a condition of employment for fire fighter personnel hired after the Merger date of April 1, 2022, of the EMS Division into the Fire Department, to have and maintain TCFP and State of Texas EMT, AEMT, or PARAMEDIC certifications, and such personnel shall be required to rotate shifts for the fire-based EMS Division.

SECTION 10. The City will pay for the initial course necessary to qualify to test for the EMT certification examination. The firefighter may retake the course one additional time at his/her expense; provided, however, that a firefighter who does not pass the EMT certification exam on the second try and within the time limits as stated in Section 4 of this Article shall be deemed to be automatically disqualified as a fire fighter and will be treated as having resigned.

SECTION 11. The City agrees to pay for EMT, AEMT, and PARAMEDIC courses if sent by the department. Upon completion of the course, fire department personnel must have attempted to take the National Registry examination at least three (3) times in a twelve-month period. Failure to test for any EMS certification will result in payback to the City in the amount the City paid for the initial course.

SECTION 12. The City agrees to pay all costs associated with firefighters acquiring and maintaining their Texas Commission on Fire Protection (TCFP) and Texas Department of State Health Services (TDSHS) certifications, to include overtime as required by the FLSA to attend required training events.



ARTICLE 6

Medic Staffing

SECTION 1. The City shall maintain all ambulances at a MICU (Mobile Intensive Care Unit) level at all times.

SECTION 2. In order to maintain an efficient and safe work environment, the Union and the City agree it may be necessary to create and establish a low-level supervisory position which has an efficient span of control, follows the chain of command, assists in a supervisory role in mass casualty events, helps with day-to-day EMS operations, and assists in traumatic calls. The Employer will create such a position when, if determined by the City to be needed, the need arises, by creating such position as a 24-hour shift position, one (1) per shift. The new position will be a minimum of Lieutenant/Paramedic rank once it is established and created by classification as set forth by Chapter 143 of the TLGC and City ordinance.

SECTION 3. If the City determines that it will staff BLS (Basic Life Support) Ambulances, the parties will negotiate the terms and conditions of such plan prior to its implementation.

SECTION 4. Staffing of ambulances for the purpose of hospital discharges is strictly prohibited in order to maintain a high quality of care to provide Emergency Medical Services. However, if an additional ambulance unit is available in reserve status, overtime may be used to staff that unit to assist in interfacility transports ("IFT").

SECTION 5. The Union and the City agree that at no time will fire personnel assigned to Field Training Officer field evaluation for the purpose of ambulance rotations be removed to substitute coverage. Fire personnel shall remain on the ambulance assignment until the field evaluation is completed.

SECTION 6. Fire department personnel shall not be embedded within or utilized as part of a specialized team (i.e., SWAT) to execute law enforcement operations.



ARTICLE 7

Pay, Salary, and Benefits

SECTION 1. It is agreed that compensation shall be paid to any fire personnel performing the duties of ambulance rotations and emergency medical care, regardless of rank.

SECTION 2. All fire suppression personnel shall rotate between Fire and EMS assignments and receive the assignment pay for the purpose of providing Emergency Medical Services. Vacancies created due to the fulfillment of the EMS assignments shall be filled in accordance with the existing overtime policy. If unable to fulfill through overtime, step-up pay may be used.

SECTION 3. All pays shall remain in effect as indicated in the current fiscal year fire department salary and incentive pay plan adopted by the City. Should the City provide additional compensation to civilian personnel on an "across the board" basis after its current fiscal year annual budget has been passed by the City Council, the fire department personnel shall also be entitled to that increase for the term of this Agreement.

SECTION 4. Notwithstanding any City policy, personnel rule, ordinance, or other provision establishing a lower maximum vacation leave carryover, fire personnel shall be permitted to carry over up to a maximum of three hundred eighty (380) hours of accrued vacation leave. Any accrued vacation leave in excess of 380 hours shall be subject to the City's otherwise applicable policies regarding use, forfeiture, payment, or reduction of excess accrued vacation leave.

SECTION 5. Employees shall have the option to voluntarily sell back accrued vacation leave that is subject to forfeiture only as follows:

1. Employees may voluntarily sell back up to seventy-two (72) hours of accrued vacation leave subject to forfeiture once each calendar year.
2. Vacation leave sold back shall be compensated at the employee's current regular hourly rate of pay.
3. The annual vacation buyback shall be processed during the first week of December of each calendar year.
4. Payment shall be made through the regular payroll process and shall be subject to applicable payroll deductions and taxes.

SECTION 6. Compensation Discussion. The City and the Association shall meet during Year 1 of this Agreement solely to discuss compensation, on January 4, 2027, and again by July 31, 2027; notice of such discussion must be given by either party at least sixty (60) days prior to July 31, 2027. This Section guarantees only a discussion and does not obligate the City to provide or increase compensation or to reach any agreement. Any compensation change requires a separate written agreement and City Council approval.



ARTICLE 8

Grievance Procedure

SECTION 1. A grievance is a claim that an express provision of this Agreement has been violated, but does not include any discharge or disciplinary matter. Furthermore, matters subject to Fire and Police Civil Service statutes and regulations are not subject to this grievance procedure.

SECTION 2. A firefighter may discuss any alleged grievance with the firefighter's supervisor, up to and including the Fire Chief, without invoking the formal grievance procedure called for in this Article, but must notify the Union of that action. If the alleged grievance cannot be resolved informally within ten (10) business days, the formal grievance procedure may be invoked.

A written grievance must be filed formally within ten (10) business days of the actions causing the alleged grievance, regardless of whether the informal process described in this Section is followed. This is to ensure that the grievance is brought forward in a timely manner.

SECTION 3. In the event that more than one procedure (i.e., the grievance procedure under this Agreement or an appeal under Civil Service procedures) is available for resolution of a grievance, the firefighter shall be limited to one procedure through which a remedy may be sought. The aggrieved firefighter shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that no subsequent appeal will be taken under any other procedure. Failure to elect in writing as provided in this Section shall preclude any further processing of the grievance up to and including arbitration.

SECTION 4. (Step 1): A formal grievance must be initiated solely by a single firefighter through the Association Grievance Committee. If any employee believes there is cause for the filing of a grievance, the firefighter shall file a written statement of the grievance with the Association Grievance Committee within ten (10) business days following the incident which gave rise to the grievance. The written grievance shall be submitted on a form like the ones attached to this Agreement, and shall include the following:

- A. A statement of the grievance and the facts on which it is based;
- B. The provision of the Agreement which has been violated;
- C. The remedy or adjustment sought;
- D. The grievant's signature and date; and
- E. A statement that no other procedure, appeal, or any other remedy may be sought once a written grievance has been made.

SECTION 5. (Step 2): If the Association Grievance Committee, after meeting and evaluating the grievance, determines to advance the grievance, it must, within ten (10) business days from receipt thereof, submit the grievance to the Shift Commander. The Shift Commander shall forward the grievance to the Fire Chief.



- A. The Fire Chief may meet with the grievant and the Association Grievance Committee within ten (10) business days of the receipt of the appeal of the Step 2 Grievance.
- B. The Fire Chief will render a decision no later than ten (10) business days after meeting with the grievant and the Association Grievance Committee, or within ten (10) business days of receiving the grievance if there is no meeting.
- C. If the Fire Chief does not render a decision in writing within the period stated above, then the grievance shall be deemed to be denied.

SECTION 6. (Step 3): If the grievance is denied or otherwise not settled satisfactorily at Step 2, the grievance shall then be submitted in writing to the City Manager not later than ten (10) business days from the date the Step 2 answer was received or due, whichever is later.

- A. The City Manager may meet with the grievant and the Association Grievance Committee within ten (10) business days of the receipt of the appeal of the Step 2 Grievance.
- B. The City Manager will render a decision no later than ten (10) business days after meeting with the grievant and the Association Grievance Committee, or within ten (10) business days of receiving the grievance if there is no meeting.
- C. If the City Manager does not render a decision in writing within the period stated above, then the grievance shall be deemed to be denied.

SECTION 7. (Step 4):

1. Submission to Arbitration.

- A. If the grievance is not settled satisfactorily in Step 3, the Association Grievance Committee shall have ten (10) business days from receipt of the City Manager's decision in Step 3 to submit the matter to arbitration.
- B. Arbitration will be invoked by delivering a letter to the Civil Service Director, and a courtesy copy will be provided to the City Manager or his/her designee.
- C. If the Union or employee fails to arbitrate a grievance within two (2) years, absent good faith, the matter will be considered abandoned and be dismissed with prejudice.

2. Arbitrator Selection.

- A. The Civil Service Director or his/her designee shall, within five (5) business days from the date the grievance is submitted to arbitration, request a list of seven (7) qualified neutrals from the American Arbitration Association. The representative for the grievant and the representative of the Fire Chief may mutually agree on one of the seven (7) qualified neutrals. If the representatives do not agree, the representatives shall alternately strike the names on the list of seven (7) qualified neutrals within seven (7) calendar days after receipt of the list, and the remaining name shall be the arbitrator. The grievant's representative shall strike the first name. All parties shall act to complete the selection process at the earliest possible

date. The arbitrator shall be promptly notified of his/her selection. The parties will not have ex parte communication with the arbitrator. Communication with the arbitrator will be through the parties, counsel for the parties, or the parties' representatives, jointly.

- B. At a date previously agreed upon, the arbitrator shall convene the hearing at a place mutually convenient to all parties. The arbitrator shall hear and take evidence on all issues presented as raised by timely-filed grievances. The hearing shall continue from day to day until all such evidence has been received and all parties have "rested." Transcripts and post-hearing briefs may be utilized at the discretion of the Arbitrator. If a transcript is utilized, a transcript by a duly authorized court reporter will be taken of the hearing and shall be the only official transcript thereof. Both parties to the proceeding shall be entitled to representation of their own choosing, the expense of which must be borne by the respective party.
- C. The Arbitrator shall make reasonable effort to issue his/her decision within thirty (30) calendar days after the date the hearing ends or, if transcripts and/or post-hearing briefs are required, within thirty (30) calendar days of receipt of the transcript or receipt of the parties' post-hearing briefs, whichever occurs later.

SECTION 8. The Arbitrator's decision must be directly related to specifically cited language of this Agreement. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of the Agreement in deciding the grievance being presented. The finding of the Arbitrator shall be final and binding.

Handwritten signature and initials, possibly "VB" and "H.", in the bottom right corner.

ARTICLE 9

EMS Training for Grandfathered Fire Department Personnel

SECTION 1. Grandfathered Fire Department personnel in the Department at the time of the EMS merger who did not have an EMT certification at the time of the merger shall be afforded the opportunity for training to achieve EMS certifications. Obtaining this certification shall not be a condition of employment for these firefighters.

Grandfathered Fire Department personnel who obtain EMT or above certification shall be required to maintain the certification for a minimum of four (4) years from the date of certification.

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ARTICLE 10

Staffing of All Companies and Stations

SECTION 1. It is agreed and understood by both parties to maintain the minimum staffing requirement of operations personnel at thirty (30).

SECTION 2. The City shall staff any additional units that it may add during the term of this Agreement without deleting staff from active units.

A handwritten signature in black ink, appearing to be 'H.A.', is written next to a circled number '18'.

ARTICLE 11

Labor-Management Committee

SECTION 1. Purpose. The City and the Association recognize that communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious workplace. Therefore, there is hereby created a standing "Labor-Management Committee." This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the meet and confer process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community.

SECTION 2. Selection. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the Committee shall be present for a meeting to be held, and the meeting shall be scheduled during duty hours to avoid overtime if possible.

SECTION 3. Meetings. The Labor-Management Committee shall meet at times mutually agreeable to both parties, and meetings may be canceled by mutual agreement of the Committee members via email; provided, however, the Committee shall use best efforts to meet at least once a month. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed, and provided to the Committee members at least one week in advance of the meeting. The meetings shall last not more than two hours, unless mutually agreed otherwise. A committee report will be jointly prepared after the meeting and distributed to the Fire Chief and Union President for their records.



SIGNATURES

Signature and Execution Page

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

APPROVED BY THE CITY OF MISSION CITY COUNCIL ON [____], 2026.

Agenda Item No. [_____]

CITY OF MISSION

By:  Date: _____
NORIE GONZALEZ GARZA, MAYOR

By: _____ Date: _____
[NAME], CITY MANAGER

APPROVED BY THE MISSION FIREFIGHTERS' ASSOCIATION, IAFF LOCAL #3609, ON [____], 2026.

MISSION FIREFIGHTERS' ASSOCIATION, IAFF LOCAL #3609

By: _____ Date: _____
[LEROY GARCIA],
PRESIDENT, MFFA-IAFF LOCAL #3609

By: _____ Date: _____
[FRANCISCO CASTILLO],
VICE-PRESIDENT, MFFA-IAFF LOCAL #3609




FORM A

Fire Department Standard Grievance Form

City of Mission, Texas

Grievance No. _____

Grievance Submittal

Employees must use this form, or one substantially like it, for filing grievances with the Association Grievance Committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
Division	Title/Rank	Station/Shift	Phone

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 it to this form.

Contract Articles, Terms, Etc. Believed To Have Been Violated. Identify specific provisions of the Agreement.

Remedy or Adjustment Sought

I will be utilizing this grievance procedure, and no other procedure, appeal, or any other remedy will be sought for resolution of this grievance once this written grievance has been made. I understand that my choice of this grievance procedure also precludes me from making any subsequent appeal under any other procedures.

Employee Signature	Date
Association Representative	Date



FORM B

Association Committee Grievance Findings & Submittal

Fire Department Standard Grievance Form | City of Mission, Texas

Grievance No. _____

Grievance Submittal

Employees must use this form, or one substantially like it, for filing grievances with the Association Grievance Committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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Association Grievance Committee Statement. The Association 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
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