14-24-00613-CV Affirmed in Part and Reversed and Rendered in Part; 14-24-00688-CV Petition for Writ of Mandamus Denied; and Opinion filed July 15, 2025.

In the

Fourteenth Court of Appeals

NO. 14-24-00613-CV

CITY OF HOUSTON, TEXAS, Appellant

V.

ALFREDO MARTINEZ, RUSSELL FRITSCH, HERBERT GRIFFIN, ROBERT ISAAC GARCIA, JUSTIN WELLS, MATTHEW WHITE, MICHAEL MIRE, MICHAEL E. ZAPATA, DORCAS MICHELLE BENTLEY, DONNA MICHELLE MCCLEOD, RICHARD MANN, RODNEY C. WEST, AND RUY LOZANO, INTERVENOR PLAINTIFFS, Appellees

---

On Appeal from the 234th District Court
Harris County, Texas
Trial Court Cause No. 2017-42885A

---

and

NO. 14-24-00688-CV

IN RE HOUSTON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL 341, Relator

---

ORIGINAL PROCEEDING
WRIT OF MANDAMUS
234th District Court
Harris County, Texas
Trial Court Cause No. 2017-42885A

OPINION

These consolidated proceedings represent another chapter in the lengthy litigation between the City of Houston and the fire fighters' union, Houston Professional Fire Fighters' Association, Local 341, about the fire fighters' compensation during the long period when the parties could not agree to a collective bargaining agreement. The Assistant Fire Chiefs intervened in the lawsuit, and after severing their claims from the main action, the trial court denied the City's and the Association's jurisdictional pleas. Both seek reversal: the City through an interlocutory appeal, and the Association by a petition for a writ of mandamus.

The Intervenors' claims arise from the City's settlement agreement with the Association, in which both agreed that the Association would not collectively bargain on the Intervenors' behalf. We conclude that the City's governmental immunity has been waived only as to the Intervenors' claims to enforce the City's statutory duties under the FPERA. Thus, we partially affirm the denial of the City's plea and partially reverse and render judgment dismissing certain of the Intervenors' claims against the City. Because the Intervenors nevertheless have standing to assert all of their claims against the Association, we deny its petition for mandamus relief.

I. BACKGROUND

The Fire and Police Employee Relations Act (FPERA)[1] forms the legal backdrop to this case.

Under the FPERA, the City is statutorily required to pay its fire fighters compensation substantially equal to that which prevails in comparable private-sector employment. *See* TEX. LOC. GOV'T CODE § 174.021(a). Although that is a duty that the City owes to fire fighters individually, the beneficiary of the City's duty effectively changes if a majority of its fire fighters have selected an association as their exclusive bargaining agent.

If the fire fighters have selected an association, the City is required to recognize it as the fire fighters' exclusive bargaining agent, *see id.* § 174.101. Collective bargaining between the City and such an association is mandatory. *See id.* § 174.105(a). The City's duty is then to pay its firefighters the compensation due to them as set forth in a collective bargaining agreement. If a collective bargaining agreement is not reached, then the association can request arbitration, and if the City refuses to arbitrate, then the association can submit the dispute to a district court. *See id.* §§ 174.153(a)(1)(A), 174.252.

In addition, section 174.251 of the FPERA contains a provision for "judicial enforcement generally." It states that "on the application of a party aggrieved by an act or omission of the other party that relates to the rights or duties under this chapter," a district court "may issue a restraining order, temporary or permanent injunction, contempt order, or other writ, order, or process appropriate to enforce this chapter." *Id.* § 174.251. Under the FPERA, a public employer's governmental

[1] *See* TEX. LOC. GOV'T CODE §§ 174.001–.253.

immunity is waived "only to the extent necessary to enforce [the FPERA] against that employer." *See id.* § 174.008.

The City's fire fighters selected Houston Professional Fire Fighters' Association, Local 341, as their exclusive bargaining agent.

After the collective bargaining agreement between the Association and the City expired in 2017, they were unable to reach a new agreement. The City refused the Association's request to arbitrate, and the Association sued the City. After lengthy interlocutory appeals challenging the trial court's jurisdiction and the FPERA's constitutionality,[2] proceedings resumed in the trial court.

In March 2024, the City and the Association reached, and then amended, a $650 million settlement agreement. The parties agreed in the amended settlement agreement that (a) all of the fire fighters' back pay is classified as overtime, (b) "[t]he Association does not bargain on behalf of the . . . Executive Assistant Chiefs," (c) Assistant Chiefs are exempt from payment of overtime, and (d) none of the settlement amount is to be paid for work performed as an Assistant Chief.

The Assistant Fire Chiefs (Intervenors) immediately intervened in the suit.[3] Against the Association, twelve of the thirteen Intervenors asserted claims for breach of the duty of fair representation.[4] Against the City, the Intervenors sought back pay in accordance with prevailing rates for comparable employment in the private sector as required by section 174.021. Against both the City and the Association, the

---

[2] *See City of Houston v. Houston Prof'l Fire Fighters' Ass'n, Local 341*, 626 S.W.3d 1 (Tex. App.—Houston [14th Dist.] 2021), *aff'd*, 664 S.W.3d 790 (Tex. 2023).

[3] The Intervenors are Alfredo Martinez, Russell Fritsch, Herbert Griffin, Robert Isaac Garcia, Justin Wells, Matthew White, Michael Mire, Michael E. Zapata, Dorcas Michelle Bentley, Donna Michelle McLeod, Richard Mann, Rodney C. West, and Ruy Lozano.

[4] West did not join in the fair-representation claim.

Intervenors sought declaratory relief, including declarations that they are "fire fighters" as defined in the Act and entitled to back pay from the settlement of the Association's lawsuit against the City. They also pleaded for "a restraining order and temporary injunction to enforce the Act." The trial court denied injunctive relief.

At the request of both the City and the Association, and over the Intervenors' objections, the Intervenors' claims were severed from the main action. The Intervenors challenged the severance order, and this Court denied mandamus relief, explaining that "res judicata does not bar relators from pursuing their severed claims, and relators have an adequate remedy on appeal." *In re Martinez*, No. 14-24-00264-CV, 2024 WL 276340, *1 (Tex. App.—Houston [14th Dist.] May 30, 2024, orig. proceeding).

While that original proceeding was pending, the trial court rendered an agreed judgment on the settlement agreement in the main action between the Association and the City. The agreed judgment attaches, incorporates, and repeats nearly verbatim the terms of the settlement agreement as amended.

In the severed action, the City moved to dismiss the Intervenors' claims based on governmental immunity. The City argued that because the Association "has been selected to act for all employees," the City's waiver of governmental immunity applies only to claims by the Association asserted pursuant to Texas Local Government Code section 174.252(a). The Association, too, challenged the trial court's jurisdiction, but it filed a plea to the jurisdiction challenging the Intervenors' standing to assert claims against it. The Intervenors maintain that they are aggrieved parties under section 174.251 of the FPERA. No party cited any evidence other than

the agreed judgment on the amended settlement agreement and this Court's opinion in *In re Martinez* concerning the trial court's severance order.[5]

By a single order in which the trial court acknowledged that the City's motion to dismiss is substantively a plea to the jurisdiction,[6] the trial court denied both the City's and the Association's jurisdictional challenges. Via its petition for a writ of mandamus, the Association challenges the ruling against it, while the City brought an interlocutory appeal as authorized by Texas Civil Practice and Remedies Code section 51.014(a)(8). The Court consolidated the two proceedings.

II. STANDARD OF REVIEW

A trial court's subject-matter jurisdiction is properly challenged in a plea to the jurisdiction. *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 224 (Tex. 2004). The movant may challenge whether the plaintiff has pleaded facts showing the trial court's jurisdiction or may challenge the existence of the pleaded jurisdictional facts. *Id.* at 226–27. Where, as here, the movant does not challenge the adverse party's factual allegations, we presume those allegations are correct. If the movant challenges the plaintiff's pleading, we look to the plaintiff's intent and construe the pleading liberally in the plaintiff's favor to determine whether the facts alleged affirmatively demonstrate the trial court's jurisdiction to hear the matter. *See Klumb v. Hous. Mun. Emps. Pension Sys.*, 458 S.W.3d 1, 8 (Tex. 2015). We review the trial court's ruling on the jurisdictional challenge de novo. *Id.*

[5] The Intervenors cited the opinion in their consolidated response and attached a copy as an exhibit.

[6] Although the City's jurisdictional challenge was styled as a motion to dismiss, the City acknowledges that the motion is, in substance, a plea to the jurisdiction. *See Oscar Renda Contracting, Inc. v. Bruce*, 689 S.W.3d 305, 311 (Tex. 2024) (the issues presented to the court by a motion or pleading are determined by its substance rather than its title).

IV. THE ASSOCIATION'S ORIGINAL PROCEEDING

Mandamus relief is available only to correct a clear abuse of discretion or the violation of a duty imposed by law when there is no other adequate remedy by law. *In re State Farm Mut. Auto. Ins. Co.*, 629 S.W.3d 866, 872 (Tex. 2021) (orig. proceeding). We determine whether an appellate remedy is adequate "by balancing the benefits of mandamus review against its detriments." *Id.* (quoting *In re Team Rocket, L.P.*, 256 S.W.3d 257, 262 (Tex. 2008) (orig. proceeding)). An appellate remedy is adequate if the benefits of mandamus review are outweighed by the detriments. *In re Prudential Ins. Co. of Am.*, 148 S.W.3d 124, 136 (Tex. 2004) (orig. proceeding).

A. Mandamus Review Is Appropriate

As this case is circumstanced, the benefits of mandamus review outweigh any detriments.

This case has been pending for over eight years without reaching the merits. It is now before us for the third time, where it presents a second round of challenges to the trial court's jurisdiction. We must address the City's jurisdictional arguments, because the City has the statutory right to an interlocutory appeal of the denial of its plea to the jurisdiction. But although the Association's jurisdictional arguments "piggyback" on those of the City, the Association is not authorized to bring an interlocutory appeal as of right.

Judicial economy is better served by addressing the Association's few jurisdictional arguments at the same time we consider the City's, rather than returning to them in a later appeal. Disposing of all of the current jurisdictional issues at once will reduce the total time spent by the appellate courts in addressing the parties' jurisdictional arguments, and it will not delay the litigation in the trial court,

because the City's appeal has already automatically stayed those proceedings.[7] Moreover, if the Association is correct in asserting that the trial court lacks jurisdiction over the Intervenors' claims, saying so now could avoid further costly and time-consuming proceedings in an already lengthy suit.

B. The Trial Court Properly Denied the Association's Jurisdictional Plea

As the Association describes its plea, it asserted that the Intervenors "do not have statutory standing to assert claims under Section 174.252 of the FPERA."[8] The Association further contends that the Intervenors' claims against it are "hybrid" claims that are "inextricably interdependent" upon the Intervenors' claims against the City, and because the City has not waived immunity, the Intervenors' claims against both the City and the Association must fail.

To resolve the Association's first argument, we address the premises on which it is based, that is, the assertion that the Intervenors claim statutory standing, and that the statute they rely on is section 174.252 of the FPERA. We will then discuss the Association's hybrid-claim argument.

1. The issue is constitutional standing, not statutory standing.

The Association's arguments about "statutory standing" are inapplicable because standing to sue the Association is not conferred by statute; the FPERA does

[7] *See* TEX. CIV. PRAC. & REM. CODE § 51.014(a)(8), (b).

[8] The Association reaches this conclusion by characterizing the Intervenors' claims against it as claims "for violation of section 174.021," the prevailing-pay statute, and asserts that section 174.252 confers standing only upon the Association for such claims. But the Intervenors have not sued the Association for violating section 174.021. That provision obligates the City to compensate the fire fighters in accordance with a particular standard, but it imposes no obligations on the fire fighters or the Association.

not specifically address suits against the Association at all.[9] The issue is whether the Intervenors have constitutional standing.

"To have constitutional standing, a party must show that it is personally injured, the injury is fairly traceable to the defendant's conduct, and the injury is likely to be redressed by the requested relief." *Kensington Title-Nevada, LLC v. Tex. Dep't of State Health Servs.*, 710 S.W.3d 225, 229 (Tex. 2025). The Association did not challenge the Intervenors' constitutional standing or their factual allegations, which were sufficient to show their constitutional standing. Specifically, the Intervenors alleged that the Association's bad faith and breach of the duty of fair representation caused them to be excluded from the settlement agreement, and they seek declaratory and compensatory relief. Among other things, they seek declarations that they are "fire fighters" as defined in the FPERA and part of the collective bargaining unit.

2. The Intervenors sued the Association under section 174.251 of the FPERA, not section 174.252.

Contrary to the Association's assertions, the Intervenors did not sue the Association under section 174.252 of the FPERA. That provision permits the Association to sue the City if the City refuses the Association's request to arbitrate an unsettled issue relating to fire fighters' compensation. *See* TEX. LOC. GOV'T CODE § 174.252.

The Intervenors instead are suing the Association under section 174.251. Under that provision, "a party aggrieved by an act or omission of the other party that

[9] Moreover, statutory or prudential considerations such whether a person falls within the class of people authorized to sue "go to the merits of the plaintiff's claim, not the plaintiff's standing to sue in the jurisdictional sense." *Busbee v. Cnty. of Medina*, 681 S.W.3d 391, 395–96 (Tex. 2023).

relates to the rights or duties under [the FPERA]" may apply to the district court for an order, injunction, writ or process "appropriate to enforce" the statute. *Id.* § 174.251.

The Intervenors have alleged facts that, if true, would establish that they are aggrieved by the Association's conduct related to rights and duties under the Act. They contend that they are "fire fighters" as defined in the FPERA,[10] and that as such, they "are entitled to participate and receive the back pay and compensation benefits provided for" in the amended settlement agreement. They allege that after the settlement was reached, the Association informed them "that they were not considered part of the bargaining unit," which "came as a shock."

The gravamen of their complaint against the Association is that the Association, as the fire fighters' exclusive bargaining agent, owed them the duty to bargain on their behalf for compensation comparable to the prevailing compensation for similar work in the private sector, and that the Association breached that duty by failing to act as their bargaining agent at all or by otherwise preventing them from benefiting from the settlement agreement. Their claims against the Association can properly be characterized as requests for the trial court to enforce the Association's statutory duty to act as the Intervenors' bargaining agent and to collectively bargain on their behalf. The trial court has jurisdiction to address such claims under section 174.251 of the FPERA, as well as under its general jurisdiction.

[10] While it may not be properly characterized as a factual allegation, no one has challenged this assertion.

3. The Association's remaining arguments concern the merits, not jurisdiction.

The Association contends that, in suing it for breach of the duty of fair representation, the Intervenors have asserted a hybrid claim that is "inextricably interdependent" upon the Intervenors' claims against the City, and both claims must rise or fall together. The Association argues that the City has not waived immunity, and thus, the Intervenors' claims against both the City and the Association must fail. The Association additionally asserts that the Intervenors are not entitled to overtime compensation.

In support of its hybrid-claim argument , the Association cites cases dealing with hybrid actions under section 301 of the Labor Management Relations Act. *See Gibson v. U.S. Postal Serv.*, 380 F.3d 886, 887 (5th Cir. 2004) (citing 29 U.S.C. § 185). Such hybrid actions "are comprised of two elements: 1) an allegation that the employer breached the collective bargaining agreement; and 2) an allegation that the union breached its duty of fair representation." *Id.* at 888.[11]

This is not a jurisdictional argument; the two elements are simply matters that the plaintiff must prove in order to prevail on a hybrid claim. *See id.* Every "hybrid claim" case cited by the Association repeats this principle.[12]

---

[11] *See also City of Houston v. Williams*, 353 S.W.3d 128, 147 (Tex. 2011) (same). The Intervenors have not asserted a claim against the City for breach of a collective bargaining agreement, nor does the Association contend otherwise.

[12] *See, e.g., Cooper v. Cornerstone Chem. Co.*, No. 22-30312, 2023 WL 2447447, at *2 (5th Cir. Mar. 10, 2023) ("To succeed on such a claim, a plaintiff must prove *both* that the employer violated the CBA *and* that the union breached its duty."); *Suter v. La. Philharmonic Orchestra, AFM Local 174-496, Am. Fed'n of Musicians U.S. & Canada*, No. 05-30824, 2006 WL 1877220, at *2 (5th Cir. July 5, 2006) (In a hybrid § 301 action, "the plaintiff must allege and prove the two intertwined claims") (per curiam); *Ritter v. U.S. Postal Serv.*, No. 1:16-CV-00040-WAL-EAH, 2022 WL 20580448, at *3 (D.V.I. Sept. 14, 2022) (to succeed on either part of a hybrid claim, the

The Association's argument that the assistant fire chiefs are not entitled to be paid overtime rates is similarly an argument about the merits of the Intervenors' claims rather than the trial court's jurisdiction.

Because the Association raised no meritorious jurisdictional arguments, the trial court properly denied its plea to the jurisdiction. We conclude that the Association has failed to show its entitlement to mandamus relief.

V. THE CITY'S APPEAL

The state generally has sovereign immunity from suit and liability. *See Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427, 429–30 (Tex. 2016). When political subdivisions of the state act in a governmental capacity, they share in the state's immunity, which is then referred to as governmental immunity. *See id.* Unless waived, governmental immunity from suit defeats a trial court's subject-matter jurisdiction. *See Harris County v. Sykes*, 136 S.W.3d 635, 638 (Tex. 2004). The FPERA contains only a limited waiver of immunity, stating, "[The FPERA] is binding and enforceable against the employing public employer, and sovereign or governmental immunity from suit and liability is waived only to the extent necessary to enforce this chapter against that employer."

The City asserts that it retains its immunity from suit on the Intervenors' claims for four reasons.

First, the City contends that the FPERA waives the City's governmental immunity only from suits by the Association because the Act defines "party" to refer only to the City and the Association.

---

plaintiff must succeed on both), *report and recommendation adopted as modified sub nom. Ritter v. United States Postal Serv.*, No. CV 2016-0040, 2023 WL 6390163 (D.V.I. Sept. 30, 2023).

Second, the City notes that the FPERA requires the Association to pursue fire fighters' statutory claims and waives the City's immunity from such an action.

Third, the City characterizes the Intervenors' claims against it as "contract-based," and points out that the Texas Tort Claims Act does not waive immunity for claims involving contractual rights.

And fourth, the City contends more generally that the FPERA waives immunity for claims under the FPERA, and does not waive the City's immunity from suits by individual fire fighters for proceeds from the settlement agreement or for declarations of their contractual rights.

A. The FPERA Does Not Define "Party" or "Parties."

The City states that its jurisdictional arguments in the trial court "advanced the position that a fair reading of FPERA definitions would exclude members of Executive Management like [the Intervenors] from FPERA[-]based claims." To support this statement, the City cites its attorney's statement in the trial court that the expression "party aggrieved" in section 174.251 can refer only to the City or the Association, because "the first time that the term 'party' that I could find was mentioned is in 174.153.[13] And that is defining party as the association and the employer, i.e., the City and the Union."

In fact, the terms "party" or "parties" are not defined in section 174.153, or anywhere else in the FPERA. And when a statute does not define a term, courts must apply its common, ordinary meaning unless a contrary meaning is apparent from the

[13] *But see* TEX. LOC. GOV'T CODE §§ 174.002, 174.006, 174.104, 174.105, 174.151, and 174.152.

statute's language. *See Tex. State Bd. of Examiners of Marriage & Family Therapists v. Tex. Med. Ass'n*, 511 S.W.3d 28, 34 (Tex. 2017).

The common, ordinary definition of "party" includes "a person or people forming one side in an agreement or dispute,"[14] "[s]omeone who takes part in a transaction," [15] and a litigant.[16] An "aggrieved party" or "party aggrieved" means "[a] party entitled to a remedy; esp., a party whose personal, pecuniary, or property rights have been adversely affected by another person's actions or by a court's decree or judgment."[17]

The Intervenors have alleged facts showing that their rights under the FPERA have been adversely affected by the amended settlement agreement. The FPERA requires the City to "recognize an association selected by a majority of the fire fighters of the fire department of a political subdivision as the exclusive bargaining agent for the fire fighters of that department."[18] It also requires the Association to collectively bargain on behalf of "fire fighters." But the City and the Association stated in their amended settlement agreement both that the Association is the sole bargaining agent for the City's fire fighters, and that the Association does not bargain on behalf of the Assistant Chiefs.

Both statements could be true only if the Intervenors are not "fire fighters" as defined in section 174.003(2), and indeed, the Intervenors have sued for, among other things, declaratory relief that they are fire fighters and are therefore part of the

---

[14] NEW OXFORD AMERICAN DICTIONARY 1278 (Angus Stevenson & Christine Lindberg eds., 3d ed. 2010).

[15] *Party*, BLACK'S LAW DICTIONARY (12th ed. 2024).

[16] *Id.*

[17] *Id*.

[18] TEX. LOC. GOV'T CODE § 174.101.

collective bargaining unit. If they are correct, then the Association's pursuit of the Intervenors' claims are still unresolved, and the City is a necessary party to those claims. Stated differently, the failure of the Association and the City to resolve the Intervenors claims' under section 174.252, whether by including them in the settlement agreement[19] or by judicial resolution, has made the Intervenors aggrieved parties under section 174.251.

B. The FPERA Requires the Association to Pursue Fire Fighters' Statutory Claims and Waives the City's Immunity to Such Suits.

The City points out that the FPERA requires the Association to pursue fire fighters' statutory claims, and that the City waived immunity to the Association's suit; however, the City does not explain why this fact makes the trial court's denial of its plea to the jurisdiction erroneous.

This statement may be intended to hearken back to the repeated suggestions, by both the City and the Association, that the settlement agreement and the final judgment in the main action somehow preclude the Intervenors' claims. But they are mistaken. As we stated the last time the parties were before us, "res judicata does not bar relators from pursuing their severed claims." *In re Martinez*, 2024 WL 2763407, at *1. But given the City's and the Association's frequent suggestions that all of the claims originally asserted by the Association—including its claims on behalf of the Assistant Chiefs—have been resolved, we will clarify this point.

The Intervenors' claims remained outstanding after the settlement agreement, because res judicata does not bar a subsequent claim if "[t]he parties have agreed in terms or in effect that the plaintiff may split his claim, or the defendant has acquiesced therein[.]" *Wagner v. Exxon Mobil Corp.*, 654 S.W.3d 613, 632 (Tex.

[19] We do not suggest that the Intervenors are entitled to any relief from any party. We are concerned only with jurisdiction, not with the merits of any claim.

App.—Houston [14th Dist.] 2022, pet. denied) (quoting RESTATEMENT (SECOND) OF JUDGMENTS § 26(1)(a) (1982)). The comment to this exception states, "A main purpose of [res judicata] is to protect the defendant from being harassed by repetitive actions based on the same claim. The rule is thus not applicable where the defendant consents, in express words or otherwise, to the splitting of the claim." *Id.*, cmt. a. And here, the City and the Association agreed to split the claims made on behalf of the Assistant Chiefs from the claims made on behalf of other fire fighters.

The Association originally acted as the fire fighters' exclusive bargaining agent and asserted claims on behalf of all of the City's "fire fighters." But then the City and the Association agreed that the Association would not act as the Assistant Chiefs' bargaining agent. They settled the Association's claims on behalf of other fire fighters, but not the Association's claims on behalf of the Assistant Chiefs. The Assistant Chiefs immediately intervened, but the Association and the City moved to sever the Intervenors' claims from the main action over the Intervenors' objections.

By moving to sever the Intervenors' claims, the City and the Association agreed to split the claims raised in the main action into claims on behalf of the Assistant Chiefs and claims on behalf of other fire fighters. *See id.* The amended settlement agreement did not resolve the claims on behalf of the Assistant Chiefs, nor did the judgment on that agreement, which the trial court rendered only after severing the claims on behalf of the Assistant Chiefs.

C. The Intervenors Assert No Claims under the Texas Tort Claims Act.

The City next states that the Texas Tort Claims Act[20] waives sovereign immunity for claims concerning the use of publicly owned automobiles and the condition or use of premises, but does not waive immunity for contract claims.

In fact, the Texas Tort Claims Act waives sovereign and governmental immunity for claims of property damage, personal injury, and death proximately caused by a governmental employee's wrongful or negligent act or omission in the operation or use of a motor-driven vehicle if the employee would otherwise be personally liable. TEX. CIV. PRAC. & REM. CODE § 101.021(1)(A). It also waives immunity for personal injury or death caused by the condition or use of tangible personal or real property under the same circumstances in which a private person would be liable. *Id.* § 101.021(2). But the Intervenors have not sued for property damage, personal injury, or death. They have sued the City under the FPERA, not the Texas Tort Claims Act. Thus, the City's argument is inapplicable to this case.

The Intervenors allege that the amended settlement agreement itself violates their statutory rights under the FPERA, or is evidence of such a violation. But, as discussed below, they also raise claims that cannot properly be characterized as claims to enforce the FPERA.

D. The FPERA Does Not Waive the City's Immunity from the Intervenors' Claims for Proceeds from the Settlement Agreement or for Declarations of the Intervenors' Non-Statutory Rights.

The City contends that the FPERA does not waive immunity from the Intervenors' claims for proceeds from the settlement agreement or for a declaration of their rights under it. In this, the City is correct.

[20] TEX. CIV. PRAC. & REM. CODE §§ 101.002–.109.

Some of the Intervenors' claims against the City do not rely on any rights or obligations conferred by the FPERA. Specifically, the Intervenors seek declarations that (1) they "are 'fire fighters' as that term is used in City of Houston Ordinance No. 2017-462"; (2) they "are entitled to participate and receive the back pay and compensation benefits provided for in the settlement" of the main action; (3) they "have received, or were entitled to receive, overtime compensation pursuant to the pay practices and policy of the City"; and (4) the settlement agreement's characterization of back pay as overtime is improper or was "done to deprive certain fire fighters of the benefits of the settlement."

But the FPERA does not address local ordinances, eligibility for overtime payment, or settlement agreements. In the Intervenors' suit against the City, the only *statutory* rights or obligations at issue are the City's obligation to recognize the Association as the Intervenors' exclusive bargaining agent (and the Association's concomitant obligation to act as the Intervenors' exclusive bargaining agent), and for the City and the Association to collectively bargain on behalf of the "fire fighters," as that term is defined in the FPERA. To the extent that the Intervenors seek to enforce those obligations, the trial court correctly denied the City's plea. But we agree with the City that it is immune from suit on the Intervenors' foregoing requests for declaratory relief and on their claims for proceeds from the settlement agreement. Because those are not claims to enforce the FPERA, the City retains immunity as to those claims.

Thus, reverse the trial court's denial of the City's plea to the jurisdiction as to the claims above and render judgment dismissing those claims. We affirm the trial court's ruling as to the Intervenors' remaining claims.

VI. CONCLUSION

The Intervenors have standing to pursue their claims against the Association, but the FPERA waives the City's immunity *only* to the extent necessary to enforce the FPERA against it. TEX. LOC. GOV'T CODE § 174.008. We accordingly deny the Association's petition for a writ of mandamus, but we reverse the denial of the City's jurisdictional plea as to the Intervenors' requests for the declarations described above and their claims against the City for proceeds under the existing settlement agreement and we render judgment dismissing those claims. We affirm the trial court's denial of the City's plea as to the Intervenors' remaining claims against it for declarations that the City is required to recognize the Association as the exclusive bargaining agents of "fire fighters" and for a declaration that the Intervenors are "fire fighters" as defined in the FPERA.

/s/ Tracy Christopher
Chief Justice

Panel consists of Chief Justice Christopher and Justices Wise and Wilson.