

AN ORDINANCE 52533

AUTHORIZING EXECUTION OF A LABOR CONTRACT WITH LOCAL 624, INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS.

\* \* \* \*

WHEREAS, the City of San Antonio and Local 624, International Association of Firefighters, have bargained in good faith in accordance with state law and within the guidelines established by the City Council, and

WHEREAS, the parties have reached agreement on a contract to run from August 1, 1980 through September 30, 1981, and

WHEREAS, the Membership of Local 624 has ratified the contract, NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

That the City Manager is hereby authorized to enter into a labor contract with Local 624, International Association of Firefighters, as the contract is described in the Attachment hereto.

PASSED AND APPROVED THIS 24th day of July, 1980.

*Lela Cockrell*  
M A Y O R

ATTEST: *[Signature]*  
Asst City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

APPROVED AS TO FUNDS: *Carl L. White*  
Director of Finance

80-38

**FIREFIGHTER  
CONTRACT** 7

**ADD-ON**

AVIATION	
BUDGET & RESEARCH	1
BUILDING & ZONING	
CITY WATER BOARD	
CITIZEN ACTION & PUBLIC INFORMATION	
COMMERCIAL RECORDER	
CONVENTION BUREAU	
CONVENTION CENTER	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	1
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	
FINANCE - GRANT SECTION	
INTERNAL AUDIT	
PROPERTY RECORDS	
FIRE CHIEF	1
HEALTH DIRECTOR	
HEMISFAIR PLAZA	
HUMAN RESOURCES	
LEGAL - CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
MUNICIPAL COURTS	
PARKS & RECREATION DEPT.	
PERSONNEL DIRECTOR	1
PLANNING	
POLICE CHIEF	
PRESS ROOM	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
ENGINEERING - SEWERS	
RIGHT OF WAY & LAND ACQUISITION	
PURCHASING	
TRAFFIC & TRANSPORTATION	

ITEM NO.

**71**

MEETING OF THE CITY COUNCIL

DATE:

**JUL 24 1980**

MOTION BY:

**Steen**

SECONDED BY:

**Wing**

ORD. NO.

**52533**

ZONING CASE

RESOL.

PETITION

COUNCIL MEMBER	ROLL CALL	AYE	NAY
HENRY G. CISNEROS PLACE 1		/	
JOE WEBB PLACE 2		/	
HELEN DUTMER PLACE 3		/	
FRANK D. WING PLACE 4		/	
BERNARDO EURESTE PLACE 5		/	
BOB THOMPSON PLACE 6		/	
JOE ALDERETE, JR. PLACE 7		/	
GENE CANAVAN PLACE 8		/	
VAN ARCHER PLACE 9		/	
JOHN STEEN PLACE 10		/	
LILA COCKRELL PLACE 11 (MAYOR)		/	

**80-38**

#1

AN AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

LOCAL 624

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

X X X X X X X X X X X X X X X X X X X

FISCAL YEAR 1980-81

*Attachment*

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PREAMBLE

The following agreement by and between the City of San Antonio, Texas hereinafter referred to as the City, and Local 624, International Association of Firefighters (I.A.F.F.), hereinafter referred to as the Union, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Union agree that the efficient and uninterrupted performance of the municipal fire fighting function is a primary purpose of this agreement, as well as the establishment of fair and reasonable compensation and working conditions for Firefighters of the City. The agreement has been reached through the process of Collective Bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Firefighters. Therefore, this agreement is intended to be in all respects in the public interest.

ARTICLE 1 -- DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of August, 1980 and shall remain in full force and effect until the 30th day of September, 1981.

ARTICLE 2 -- RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all Firefighters of the San Antonio Fire Department with the sole exception of the Chief of the Department.

ARTICLE 3 -- PAYROLL DEDUCTION OF DUES

The City agrees to deduct on the first period of each month, dues and assessments from each member of the Union, the amount certified to be current by the Financial Secretary of the Union and verified by the Director of Finance. The President and Financial Secretary shall notify, in writing, the Director of Finance of any certified dues increase election. Within thirty (30) days following notification, the City shall increase dues deductions to the notified amount. The City shall deduct assessments on a quarterly basis upon request from the Union. The Union agrees to indemnify the City for any liability which may arise from the deduction of said dues and/or special assessments from the pay of its members.

ARTICLE 4 -- LIMITATION ON UNION ACTIVITY

Union members or officers shall not conduct Union business on City time except as specified by this agreement or as further authorized by the City Manager or the Fire Chief.

The Union may schedule meetings pertinent to Union business on Fire Department property insofar as such meetings are not disruptive to the duties of the employees or the efficient operation of the Fire Department, and provided that permission for such meeting is obtained in advance from the Fire Chief or his designated representative.

Union members or officers may conduct Union business on City time, at their work location, as long as such Union business does not interfere with their Fire Department duties.

Union Negotiating Committee members who work a regularly scheduled 40-hour week will be given time off with pay for the purpose of attending bargaining sessions. Union Negotiating Committee members who are assigned fire fighting duties and/or who work shift work will be given time off with pay for the purpose of attending bargaining sessions, provided that the number of such committee members does not exceed four (4) at any one time. The Union President will be given time off with pay for the purpose of attending Union meetings, if these meetings occur while the President is on duty.

Nothing in this agreement is intended to restrict or prohibit employees from attending meetings, conventions, conferences, seminars, or other union functions on the employee's own time.

Nothing in this agreement is intended to prohibit or prevent the Union from utilizing City facilities, available to private organizations on a rental basis, under the same conditions that they are made available to other such private organizations.

ARTICLE 5 -- MAINTENANCE OF STANDARDS

All standards, privileges, and working conditions enjoyed by the City of San Antonio Firefighters at the present time, which are not included in this agreement, shall remain unchanged for the duration of the agreement.

ARTICLE 6 -- MANAGEMENT RIGHTS

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

1. Direct the work of its employees to include the scheduling of overtime work;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to Civil Service regulations;
3. Suspend or discharge employees for just cause, subject to Civil Service regulations;
4. Maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work, subject to Civil Service regulations;
6. Utilize the Fire Department in emergency situations to protect life and property.
7. Determine the methods, processes, means, and personnel by which operations are to be carried out.

THE UNION UNDERSTANDS AND AGREES THAT:

1. Every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties relating to the present mission and concept of the Fire Department, as a public safety organization of the City, shall be performed by the employees.
2. The City shall have exclusive authority to transfer any City operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any group, organization, union or labor organization whatsoever. However, the City does agree that prior to any such transfer they will meet and confer with the Union and that the Union may register any objections they have with the City Manager and the City Council.
3. Except as otherwise specifically provided in this agreement, the City, acting through the City Manager and the Fire Chief, shall retain all rights and authority to which by law it is their responsibility to enforce.

ARTICLE 7 -- RULES AND REGULATIONS, SPECIAL DIRECTIVES AND ADMINISTRATIVE ORDERS

The Union recognizes the City's right to establish and enforce reasonable Rules and Regulations, Special Directives and Administrative Orders, for the conduct of the mission of the Fire Department. Likewise, the City recognizes the responsibility of management to a consistent interpretation and application of such Rules and Regulations, Special Directives and Administrative Orders, which governs the conduct of employees on the job. The interpretation and application of Rules and Regulations, Special Directives and Administrative Orders shall be subject to the Grievance and Arbitration procedure.

ARTICLE 8 -- APPENDICES AND AMENDMENTS

All Appendices and Amendments to this agreement shall be numbered and shall become a part of the agreement.

ARTICLE 9 -- GRIEVANCE PROCEDURE

The City and the Union agree that grievances involving the interpretation, the application or an alleged violation of a specific clause of this Collective Bargaining Agreement may be submitted to arbitration. Matters subject to Fire and Police Civil Service Regulations are not subject to this grievance procedure.

The City and the Union shall bear the expense of the arbitrator equally. The City shall bear the expense of any witnesses called by the City and the Union shall bear the expense of any witnesses called by the Union. The City and the Union shall share equally any other expenses incidental to an arbitration case.

In the event the time limits set forth in this procedure are not adhered to by either one of the parties, the grievance will be settled in favor of the party that is not in default of the time limits.

Grievances as defined above shall be settled in the following manner:

Step 1 - Any firefighter having a complaint which is felt to be an abridgement of this contract, or to conditions or relationships prohibited by this contract, first will verbally discuss the problem with his immediate supervisor. This discussion must be within thirty (30) calendar days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor is required to render a decision in writing within five (5) calendar days.

Step 2 - The grievance must be submitted to the grievance committee within ten (10) calendar days after the decision in Step 1 above and the grievance committee shall have ten (10) calendar days to act on the grievance, which includes passing it to Step 3 if that is the decision.

Step 3 - If a grievance is felt to exist, it shall be presented in writing to the Chief of the Fire Department who shall have seven (7) business days to act on the grievance and render a decision in writing.

Step 4 - If the grievance is not settled at Step 3, the aggrieved may submit the grievance to the City Manager for adjustment.

Step 5 - If within seven (7) business days the grievance has not been settled, it shall then be submitted to arbitration for adjustment. Since the City may also grieve against the Union, any grievance by the City against the Union will be filed directly with the President of the Union; and, if not settled within seven (7) business days, may be submitted to arbitration for adjustment.

Any grievance arising out of this agreement shall be submitted to arbitration under the Expedited Labor Arbitration Rules (attached as Appendix No. 1) of the American Arbitration Association. The City and the Union further agree to accept the arbitrator's award as final and binding upon them, except that the arbitrator shall not have the power to add to, modify, amend or delete any terms or provisions of this agreement.

ARTICLE 10 -- AGREEMENT, BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFERS, ANNEXATION, AND LOCATION

This agreement shall be binding upon the successors and assigns of the parties thereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by a change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 11 -- JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

At the beginning of the agreement, the City shall name two (2) members, and the Union shall name two (2) members, to a committee to study proposed changes in safety equipment, clothing, devices, and procedures for the reduction and/or elimination of hazards to the mission of the Fire Department. The recommendations of the committee shall be advisory in nature. The committee shall meet at times and places authorized by the Fire Chief so as to cause the least possible interference with existing duties. The work of the committee shall be conducted on City time without loss of pay by committee members. Except, that meetings which are scheduled at times when Union members who work shifts are not on duty, such members shall attend on their own time.

ARTICLE 12 -- WAGES

Employees in the following classifications shall receive the monthly salaries, not including longevity, effective the first full pay period after August 1, 1980:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
PROBATIONARY FIREFIGHTER--First six (6) months of employment.	\$1088
FIREFIGHTER--seventh through eighteenth month of employment.	\$1241
FIREFIGHTER--beginning the nineteenth month of employment.	\$1377
ENGINEER	\$1509
LIEUTENANT	\$1725
CAPTAIN	\$1973
DISTRICT CHIEF	\$2257
ASSISTANT CHIEF	\$2587

Beginning the first full pay period after February 1, 1981 the following monthly salaries shall become effective:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
PROBATIONARY FIREFIGHTER--First six (6) months of employment.	\$1131
FIREFIGHTER--seventh through eighteenth month of employment.	\$1291
FIREFIGHTER--nineteenth month through sixtieth month of employment.	\$1432
ENGINEER	\$1569
LIEUTENANT	\$1794
CAPTAIN	\$2052
DISTRICT CHIEF	\$2347
ASSISTANT CHIEF	\$2690

Beginning the first full pay period after May 1, 1981 the following monthly salaries shall become effective:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
PROBATIONARY FIREFIGHTER--First six (6) months of employment.	\$1131
FIREFIGHTER--seventh through eighteenth month of employment.	\$1291
FIREFIGHTER--nineteenth through sixtieth month of employment.	\$1432
FIREFIGHTER--beginning sixty-first month of employment.	\$1461
ENGINEER--first through sixtieth month of employment.	\$1569
ENGINEER--beginning sixty-first month of employment.	\$1600
LIEUTENANT	\$1794
CAPTAIN	\$2052
DISTRICT CHIEF	\$2347
ASSISTANT CHIEF	\$2690

ARTICLE 13 -- CALL BACK PAY AND MILEAGE

All employees covered by the terms of this agreement who are called back to duty from off duty shall be paid at least two (2) hours minimum at 1.5 the basic rate of pay. Should a Firefighter be ordered to another station after reporting to his regular duty station, mileage will be paid to the next station at the existing City rate.

ARTICLE 14 -- HOURS

The following shall be the regular established work schedule for the employees covered by this agreement and shall remain in effect, except that the Chief may make no more than one change per section during the life of this agreement, and then only after 60 (sixty) days notification in writing to the Union. During the 60 (sixty) day notification period, the Union shall be given the opportunity to meet and confer with the Chief and register any objection they may have to the change of hours.

PART 1 -- EMERGENCY MEDICAL TECHNICIANS, EMS DISPATCHERS AND FIRE ALARM

Emergency Medical Technicians and Emergency Medical Service Dispatchers and Fire Alarm shall work the following regular hours:

- a. An average 42 hour work week.
- b. A shift schedule which consists of three consecutive days on a 10-hour shift, three consecutive days off and then three consecutive days on a 14-hour shift. At the end of the twelfth week the schedule repeats.

42 Hour Work Week - Schedule for One Employee

<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
10	10	10	Off	Off	Off	14
14	14	Off	Off	Off	10	10
10	Off	Off	Off	14	14	14 etc.

(For twelve weeks - then repeats)

PART 2 -- SPECIFIED EMPLOYEES IN THE FIRE DEPARTMENT REPAIR SHOPS

For employees assigned to the Fire Department Repair Shops, the work day shall begin at 7:45 A.M. and end at 4:30 P.M. each work day, Monday through Friday with 45 minutes for lunch, and two (2) 15 minute breaks, one (1) in the morning and one (1) in the afternoon.

PART 3 -- FIREFIGHTING

Employees assigned to the Fire Fighting Division shall work the following regular hours:

- a. An average 56 hour work week. The work period is three (3) consecutive weeks or 21 days beginning at 12:00 noon Sunday and ending 21 days later. The work shift shall begin at 12:00 noon and end at 12:00 noon the following day, consisting of 24 consecutive hours. One (1) work shift shall equal two (2) working days.

56 Hour Work Week - Schedule for One Employee

<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
12	12	Off	12	12	Off	12
12	Off	12	12	Off	12	12
Off	12	12	Off	12	12	Off

PART 4 -- ARSON EMPLOYEES

Employees assigned to the Arson Division shall work the following regular hours with the exception of the Captain assigned to Arson:

- a. A 40 hour work week.
- b. Four (4) 40 hour work weeks, Monday through Friday beginning at 7:45 A.M. and ending at 4:30 P.M. each day.

- c. Two (2) 40 hour work weeks, Monday through Thursday, beginning at 10:00 A.M. and ending at 6:00 P.M. each day.
- d. Two (2) 40 hour work weeks, Tuesday through Sunday beginning at 10:00 A.M. and ending at 6:00 P.M. each day.
- e. Two (2) 40 hour work weeks, Monday through Friday, beginning at 6:00 P.M. and ending at 2:00 A.M. each day.
- f. At the end of the tenth week, the schedule repeats.
- g. In the event an Arson investigator is required when none are scheduled, they shall be called back to work on a rotating basis and compensated as specified by this agreement.

40 Hour Work Week - Schedule for One Employee

<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Off	7:45 AM 4:30 PM	Off				
Off	7:45 AM 4:30 PM	Off				
Off	7:45 AM 4:30 PM	Off				
Off	7:45 AM 4:30 PM	Off				
10:00 AM 6:00 PM	Off Off	Off Off				
10:00 AM 6:00 PM	Off Off	Off Off				
Off	Off	10:00 AM 6:00 PM				
Off	Off	10:00 AM 6:00 PM				
Off	6:00 PM 2:00 AM	Off Off				
Off	6:00 PM 2:00 AM	Off Off				

PART 5 -- EMPLOYEES ASSIGNED TO EMERGENCY MEDICAL SERVICE TRAINING

Employees assigned to Emergency Medical Service Training shall have their hours scheduled at the discretion of the Emergency Medical Service Director.

PART 6 -- FIRE PREVENTION EMPLOYEES

It has been agreed that a ten (10) hour four (4) day work week will be tried on an experimental basis for sixty (60) days. The test schedule will start within ten (10) days after the effective date of the contract. Upon completion of the test, the Chief will either implement the new schedule (to remain in effect for the duration of the contract) or revert to the schedule in effect for the Fiscal Year 1979-80.

PART 7 -- OTHER EMPLOYEES

All other employees not specifically mentioned before shall work the following hours:

A 40 hour work week, Monday through Friday, beginning at 7:45 A.M. and ending at 4:30 P.M. each day, with 45 minutes for lunch and two (2) 15 minute breaks, one (1) in the morning and one (1) in the afternoon.

ARTICLE 15 -- CITY PROTECTION FOR FIREFIGHTERS

The City will defend in or out of court any firefighter who incurs a charge or lawsuit as the result of the lawful performance of his duties. The City will assume the liability in the event a judgement results from in or out of court action.

ARTICLE 16 -- SICK LEAVE

Employees shall be allowed sick leave without requiring a physician's notification to the Fire Department. Employees shall be allowed two (2) consecutive days sick leave without requiring a return to work certificate. Sick leave in excess of two (2) consecutive days will require a return to work certificate signed by a physician. The employee shall notify his immediate supervisor at the earliest time possible when using sick leave.

ARTICLE 17 -- DEATH IN FAMILY

In the event of death in the immediate family of an employee, the employee shall be granted time off with pay as follows:

- a. Employees working fire suppression shall be granted one 24 hour tour of duty. One additional tour may be granted at the discretion of the Chief.
- b. Other employees shall be granted two (2) days off, with one additional day being at the discretion of the Chief.

The immediate family shall be defined as the employee's Mother, Father, Husband, Wife, Child, Brother, Sister, Grandmother, Grandfather or other members of the immediate household. The Mother-in-law and Father-in-law of the employee are included.

ARTICLE 18 -- WORKING OUT OF CLASSIFICATION

An employee will be paid a two (2) hour minimum at the higher classification rate of pay when an employee works out of classification.

ARTICLE 19 -- HOLIDAYS

All employees covered by this agreement shall be granted the same legal holidays observed by the City.

ARTICLE 20 -- CLOTHING ALLOWANCE

Each employee shall receive a clothing allowance of \$300 per year payable quarterly at \$75.00 for payment on or before:

October 31, 1980  
January 31, 1981  
April 30, 1981  
July 31, 1981

The final two months of the contract (August and September, 1981) shall be paid at the rate of \$25.00 per month and shall be paid no later than September 30, 1981.

As a substitution for the initial clothing allowance payment, each new employee shall be issued the heavy firefighting pants, heavy firefighting coat, boots and suspenders. These items shall remain the property of the Fire Department until the employee has graduated from the Fire Academy, at which time, ownership will be transferred to the employee.

ARTICLE 21 -- PARKING

The City shall provide, without cost, to the employees assigned to Fire Station Number 1, Fire Alarm, Arson and EMS employees who work at the Bexar County Hospital, adequate parking space adjacent to or near those work locations.

ARTICLE 22 -- FAMILY MEDICAL INSURANCE

The City shall provide all employees who qualify with Family Medical Insurance and shall pay the full cost of said insurance. The insurance shall be the same group policy available to other City employees. The coverage shall be effective August 1, 1979 for employees presently covered, and as soon thereafter as the rules and regulations of the insurance carrier permit for those employees who qualify but are not presently covered and who desire coverage. Insurance specifications shall not be reduced during the life of this contract, however, the City reserves the right to change carriers at its discretion.

ARTICLE 23 -- EDUCATIONAL INCENTIVE PAY

Effective May 1, 1981 Firefighters holding certain college degrees, as of that date, shall receive educational incentive pay. The degrees shall be from an accredited learning institution and shall have some relevance to the job performance of the employment. The City shall determine the appropriateness of the degree.

- a. Those firefighters holding an Associate Degree shall receive twenty (20) dollars per month.
- b. Those firefighters holding a Bachelor's Degree shall receive forty (40) dollars per month.

Employees receiving degrees after May 1, 1981 shall not be eligible for the educational incentive payments until the beginning of the following contract year.

ARTICLE 24 -- VOLUNTEERING FOR SICK OR INJURED FIREFIGHTERS

In the event a firefighter is suffering from an illness or injury which has been diagnosed by a physician as temporary and such diagnosis is provided the City in writing; and in the event the said firefighter has used all of his sick leave and vacation the following provisions shall apply:

1. Firefighters shall be eligible for the plan by submitting their name to a committee of three appointed by the Executive Committee of Local 624.
2. No firefighter judged totally and permanently disabled by a physician shall utilize this plan to extend the time of his retirement.
3. The Committee of Three shall designate members to work and the schedule they are to work from the list of volunteers.
4. All positions shall be filled in accordance with the rules and regulations of the Fire Department and all volunteers shall be fully qualified to perform the work to which assigned.
5. Guidelines and procedures for scheduling of this work shall be submitted by the Executive Board of Local 624 and approved by the Chief.
6. Only the Committee of Three may excuse a firefighter from his obligation to work. Any unexcused absence will result in the loss of the privilege of this plan to the firefighter who was scheduled to work and did not show.
7. The failure of any firefighter to report when scheduled to work may result in the sick or injured firefighter being placed on leave without pay.

ARTICLE 25 -- APPRENTICESHIP AND PROBATIONARY PERIOD

A Firefighter (probationary) shall serve a six (6) months probationary period and upon successful completion thereof, shall be entitled to reclassification to class number 0660 Firefighter. This reclassification entitles the employee to all benefits and emoluments previously accruing to the newly acquired Firefighter classification; except that for Ninety (90) additional days the employee shall serve an apprenticeship. During the apprenticeship period the Firefighter may be discharged at the discretion of the Chief without appeal to the Commission and not subject to any grievance procedure whatever in the same manner as applies to the Firefighter (probationary).

For all promotional ranks there shall be a probationary period of six (6) months. During the promotional probationary period an employee may be demoted by the Chief to the rank from which promoted.

Upon demotion while holding a probationary promotion, an employee shall resume the competitive rank from which appointed and the salary shall be in accordance with said competitive rank with service time credited as continuous time in that competitive rank and with all salary increases to which the employee would have been automatically entitled had the employee continuously remained in said competitive rank. If the probationary period is successfully completed, the probationary period shall count as time in grade in the new rank.

The above provisions shall apply only to those employees hired or promoted after the effective date of this agreement.

ARTICLE 26 -- LIMITATION ON ACTS

The Chief shall exercise as a disciplinary measure the suspension of an employee covered by this Agreement as follows:

No act or acts may be complained of by the Chief which did not happen or occur within one (1) year immediately preceding the date of suspension by the Chief.

ARTICLE 27 -- BULLETIN BOARDS

The City shall allow the Union to use the Fire Department bulletin board at each location. These boards shall be used only for the following notices:

- a. Recreation and Social Affairs
- b. Union Meetings
- c. Union Elections
- d. Reports of Union Committees
- e. International Association of Firefighters and State Association notices.
- f. Legislative enactments and judicial decisions affecting employees.
- g. Minutes of union meetings which do not violate the provisions of the following paragraph.
- h. Union endorsements of political candidates shall be in accordance with the provisions of the following paragraph.

Notices or announcements including reports of union committees shall not contain anything reflecting upon the City, any of its employees, or any labor organization among its employees. The notice of union endorsement of political candidates shall consist of a simple straightforward listing of the candidates without editorializing their merits and void of any remarks about their opponents.

The union president or his designated representative shall be responsible for the contents of the above notices; any violation of the provisions of this article shall entitle the City to revoke this concession and such revocation is subject to grievance procedure.

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this agreement. Each party for the term of this agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Additionally, in the event that any provision of this agreement conflicts or is inconsistent with any provision of Article 1269M, 1269P, 1269Q, 1269R, which are Revised Civil Service Statutes of Texas, this agreement shall prevail notwithstanding any such provision of the Civil Service statutes.

ARTICLE 29 -- SAVINGS CLAUSE

Should any provision of this agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

IN WITNESS WHEREOF, WE THE CITY'S

CHIEF NEGOTIATOR AND THE UNION'S

CHIEF NEGOTIATOR HERETO HAVE

SET OUR HANDS

THIS 23<sup>rd</sup> DAY OF July, 1980

FOR THE UNION:

FOR THE CITY:

Ernest A. Mass

ERNEST A. MASS  
CHIEF NEGOTIATOR

Claude C. McRaven

CLAUDE C. MCRAVEN  
CHIEF NEGOTIATOR

The foregoing agreement approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980

Ernest A. Mass

ERNEST A. MASS  
PRESIDENT, LOCAL 624, I.A.F.F.

Thomas E. Huebner  
THOMAS E. HUEBNER  
CITY MANAGER

ATTACHMENT NO. 1

EXPEDITED LABOR ARBITRATION RULES

1. *Agreement of Parties* -- These Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.
2. *Appointment of Neutral Arbitrator* -- The AAA shall appoint a single neutral arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.
3. *Initiation of Expedited Arbitration Proceeding* -- Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
4. *Qualifications of Neutral Arbitrator* -- No person shall serve as a neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.
5. *Vacancy* -- The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.
6. *Time and Place of Hearing* -- The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. *Representation by Counsel* -- Any party may be represented at the hearing by counsel or other representative.
8. *Attendance at Hearings* -- Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.
9. *Adjournments* -- Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. *Oaths* -- Before proceeding with the first hearing, the Arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
11. *No Stenographic Record* -- There shall be no stenographic record of the proceedings.
12. *Proceedings* -- The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five days.
13. *Arbitration in the Absence of a Party* -- The arbitration may proceed in the absence of any party who, after due notice fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.

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15. Evidence by Affidavit and Filing of Documents -- The Arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
  16. Close of Hearings -- The Arbitrator shall ask whether parties have any further proofs, to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.
  17. Waiver of Rules -- Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
  18. Serving of Notices -- Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an Award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these Rules.
  19. Time of Award -- The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, not later than five business days from the date of the closing of the hearing.
  20. Form of Award -- The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.
  21. Delivery of Award to Parties -- Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.
  22. Expenses -- The expenses of witnesses for either side shall be paid by the party producing such witnesses.
  23. Interpretation and Application of Rules -- The Arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. All other Rules shall be interpreted and applied by the AAA, as Administrator.