

JT:lc  
05/01/84

AN ORDINANCE 58706

AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH THE SAN ANTONIO FIREFIGHTERS'  
ASSOCIATION FOR THE PERIOD OCTOBER 1,  
1983 THROUGH SEPTEMBER 30, 1986

\* \* \* \* \*

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

The City Manager is authorized to execute an agreement with the San Antonio Firefighter's Association governing wages and working conditions for the period October 1, 1983 through September 30, 1986. A copy of the agreement is attached hereto and incorporated herein.

PASSED AND APPROVED on this the 3rd day of May, 1984.

*Henry Cisneros*  
M A Y O R

ATTEST: *Norma S. Rodriguez*  
City Clerk

APPROVED AS TO FORM: *Tom Givley*  
City Attorney

84-20

**FIRE FIGHTERS' CONTRACT**

ITEM NO. **45**  
 DATE: **MAY 1984**

MEETING OF THE CITY COUNCIL

MOTION BY Dutmer SECONDED BY Wing  
**58706**

ORD. NO. \_\_\_\_\_ ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBERING	
CITY WATER BOARD	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	
GRANTS SECTION	
INTERNAL AUDIT	
RISK MANAGEMENT	
FIRE CHIEF	1
HEMISFAIR PLAZA	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LEGAL-CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PUBLIC UTILITIES	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
ENGINEERING DIVISION-CENTRAL MAPPING	
WASTEWATER ENGINEERING	
REAL ESTATE DIVISION	
TRAFFIC ENGINEERING DIVISION	
PURCHASING	
ZONING ADMINISTRATION	

	ROLL CALL	AYES	NAYS
MARIA A. BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		ABSENT	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	
BERNARDO EURESTE PLACE 5		ABSENT	
BOB THOMPSON PLACE 6		ABSENT	
JOE ALDERETE, JR. PLACE 7		<del>absent</del>	
G.E. "ED" HARRINGTON PLACE 8		✓	
VAN ARCHER PLACE 9		✓	
JAMES C. HASSLOCHER PLACE 10		✓	
HENRY G. CISNEROS PLACE 11 (MAYOR)		✓	

**84-20**

**FILE-"FIRE FIGHTERS"**

**1**

AN  
AGREEMENT  
BETWEEN  
THE CITY OF SAN ANTONIO  
AND  
THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 624

October 1, 1983 - September 30, 1986

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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 first day of October, 1983 and shall remain in full force and effect until the 30th day of September, 1986.

### ARTICLE 2 -- RECOGNITION

This city recognizes the Union as the exclusive bargaining agent for all certified firefighters of the San Antonio Fire Department with the exception of the Chief of the Department. It is understood that this bargaining unit does not include civilian personnel, including Firefighter Trainees enrolled in the initial Fire Academy.

### ARTICLE 3 -- PAYROLL DEDUCTION OF DUES

1. The City agrees that on the first pay period of each month, it shall deduct the monthly Union dues from each member of the Union in the amount certified to be current by the Financial Secretary of the Union and the Director of Finance. Dues shall be set accordance with the Constitution and By-laws of the Union and shall be authorized by each member pursuant to state law. The President and Financial Secretary shall notify the Director of Finance in writing of any certified dues increase election. Within 30 days following notification of approval, the City shall increase dues deductions to the notified amount.
2. With the sole exception of the Union's death benefit, the City shall deduct special assessments which are duly authorized

pursuant to the Constitution and By-Laws of the Union and are voluntarily and individually authorized by the member. A single authorization shall be utilized for all deductions of the death benefit.

3. The City will be obligated to remit to the Union only those sums deducted as dues and assessments pursuant to this section. The Union agrees to promptly refund to the City any amount paid to it in error upon presentation of satisfactory proof by the City. The Union agrees to indemnify, and hold the City harmless from any cause of action instituted by any individual as a result of the City's deduction of dues and special assessments.

#### ARTICLE 4 -- LIMITATION ON UNION ACTIVITY

##### Section 1. Union Activity on Department Property

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

The Union may hold meetings pertinent to Union business on Fire Department property provided such meetings are not disruptive to the duties of employees or the efficient operation of the Department and provided that permission for such meeting is obtained at least 7 hours in advance from the Fire Chief or his designated representative.

Union officers and committee members, not to exceed 100 persons, may conduct Union business on City time at their work location as long as such business does not interfere with their Fire Department duties.

Notwithstanding the provisions hereof, political activity shall not be conducted by the Union or any of its members on City time and/or Fire Department property pursuant to this section.

The determination by the Fire Chief that Union meetings on City property or the work of an individual Union member on City time as provided herein will interfere with the work of the employee or the department shall be binding unless or until it has been determined through the Grievance Procedure found in Article 6 of this Agreement that the Chief has unreasonably exercised his authority granted pursuant to this Article.

##### Section 2. Negotiating Committee

A maximum of four members of the Union Negotiating Committee shall be granted time off with pay for the purpose of attending negotiating meetings between the City and the Union when such meetings occur during the regularly scheduled working time of the

employees. Time off shall only be for reasonable transportation time to and from the meeting site and the actual time required in the meeting itself.

### Section 3. City Facilities

Nothing in this Article 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.

### Section 4. Other Activities

The Union President, First Vice-President, Financial Secretary, and Recording Secretary will be granted time off with pay for purposes of attending regularly scheduled Union meetings when such meetings occur on the regularly scheduled work shift of said officers. In no event, however, shall the total number of occasions where time off is granted to said officers collectively exceed 15 occasions per calendar year. The Union shall also assure the emergency response capability of said officers in the event of an overriding emergency as declared by the Chief.

Nothing in the article is intended to restrict or prohibit employees from attending meetings, conventions, conferences, seminars or other Union functions on the employee's own time away from Fire Department premises.

### Section 5. 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 of announcements including reports of union committees shall not contain anything reflecting upon the City, any of its employees, or any labor organizations 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.

#### Section 6. Contract Copies

The City shall provide one (1) copy of this Agreement and one (1) copy of Article 1269M V.A.C.S. to all members of the bargaining unit.

#### 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 rights of the City. These rights include:

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. Use civilians in the Fire Department to perform duties which do not require a sworn firefighter. Civilians performing such duties are not subject to the terms of this Agreement;
8. 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 of 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 in 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 -- GRIEVANCE PROCEDURE

Section 1. Scope of Procedure

The City and the Union agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application or alleged violation of a specific provision of this collective bargaining Agreement shall be subject to this grievance procedure. Disciplinary matters which are subject to the jurisdiction of the Fire and Police Civil Service Commission pursuant to Article 1269 M.V.A.C.S. are not subject to this procedure but shall be reviewed by the Commission pursuant to the rules established for such matters by the Commission. Where a statutory claim is asserted before any administrative agency or

court, which claim(s) arises from the same factual occurrence made the basis of a grievance, the grievance shall be abated until final disposition or settlement of such claim(s), unless the employee agrees with the employer and the Union to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure herein.

## Section 2. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. Such time limits may be waived, however, by mutual consent of the parties in writing. In the event the employee or Union fails to meet the time limits at any step, the grievance shall be considered satisfied and no further action shall be taken. In the event the City fails to meet the time limits at any step, the grievance shall be considered decided in favor of the employee.

## Section 3. Steps

A grievance within the scope of this procedure as defined in Section 1 above shall be handled as follows:

Step 1 - Any Firefighter having a matter which is felt to be a grievance shall submit the grievance in writing to his division head within thirty (30) calendar days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem. The grievance shall be submitted on a form to be provided by the City and shall include 1) a statement of the grievance and the facts on which it is based; 2) the section of the collective bargaining agreement which has been violated; 3) the remedy or adjustment, if any, sought; and 4) the employee's signature. Upon receipt, one copy of the written grievance shall be forwarded to the Chairman of the Union's Grievance Committee by regular mail. The Division Head shall respond to the employee's grievance and shall render a decision, in writing, within ten (10) calendar days from receipt thereof.

Step 2 - If the grievance is not resolved at Step 1, the matter shall be submitted by the employee to the Union Grievance Committee within ten (10) calendar days of the Step 1 ruling. The Grievance Committee shall have ten (10) calendar days from receipt thereof in which to act on the grievance including passing it to Step 3 when appropriate.

Step 3 - If the grievance is believed to exist, the matter shall be submitted in writing to the Fire Chief or his designated representative. The Chief or his

representative shall have ten (10) calendar days to act on the grievance and render a decision in writing.

Step 4 - If the grievance is not resolved at Step 3, the matter shall be submitted in writing to the City Manager or his designated representative within ten (10) calendar days from receipt of the decision at Step 3. The City Manager or his designated representative shall review the matter and shall render a decision in writing within ten (10) calendar days.

Step 5 - If the grievance has not been settled at Step 4, the Union shall have ten (10) calendar days from receipt of City Manager's decision to request that the matter 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 ten (10) calendar days, the City may submit the matter to arbitration for adjustment within seven (7) calendar days.

#### Section 4. Arbitration

If a grievance is submitted to arbitration within five (5) business days, the City and the Union shall agree upon an arbitrator. If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within ten (10) calendar days from receipt of the list the Union and the City shall alternately strike the names on the list and the remaining name shall be the arbitrator.

The hearing shall be conducted in accordance with Expedited Labor Arbitration Rules which are found as Attachment I to this Agreement and are incorporated herein by reference. The parties may, by mutual agreement, conduct the hearing in accordance with the standard rules of the American Arbitration Association. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. With the sole exception of matters relative to direct monetary compensation provided to employees pursuant to this Agreement, no liability shall accrue against the City for a date prior to the date the grievance was presented in writing. Liability for matters relative to direct monetary compensation shall be limited to the date of the occurrence of (thirty) 30 days prior to presentation of the grievance, in writing, whichever occurred later. The decision of the arbitrator shall be final and binding upon the City and the

Union.

The City shall bear the expense of any witnesses called by the City. The Union shall bear the expense of any witnesses called by the Union. The City and the Union shall share equally the fees and expenses of the arbitrator.

In the event a grievance is filed on an action which occurred during the term of this Agreement and said grievance is not finally resolved during the term hereof, the grievance shall be decided based on the terms of this Agreement alone, notwithstanding any modifications which may be incorporated into this Agreement's successor.

The Chairman of the Grievance Committee shall be allowed time off without loss of pay to attend arbitration hearings held pursuant to this article when such occurs on his/her regularly scheduled work shift. The Chairman of the Grievance Committee shall also be allowed time off without loss of pay to meet with the Fire Chief or the City Manager (or his authorized representative) when said meetings are scheduled on the regularly assigned work shift of the Chairman.

**ARTICLE 9 -- AGREEMENT, BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFER 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 10 -- 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 11 -- WAGES

1. Employees in the following classifications shall receive the monthly salaries, not including longevity, retroactive to October 1, 1983:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIREFIGHTER -- Beginning of probation through eighteenth month of employment	1,709
FIREFIGHTER -- Beginning the nineteenth month of employment through 60th month	1,896
FIREFIGHTER -- Beginning 61st month	1,933
ENGINEER -- Promotion through 60th month	2,078
ENGINEER -- Beginning 61st month	2,118
LIEUTENANT	2,375
CAPTAIN	2,716
DISTRICT CHIEF	3,108
ASSISTANT CHIEF	3,562

2. Employees in the following classifications shall receive the monthly salaries, not including longevity, effective the first full pay period after October 1, 1984:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIREFIGHTER -- Beginning of probation through eighteenth month of employment	1,794
FIREFIGHTER -- Beginning the nineteenth month of employment through 60th month	1,991
FIREFIGHTER -- Beginning 61st month	2,030
ENGINEER -- Promotion through 60th month	2,182
ENGINEER -- Beginning 61st month	2,224
LIEUTENANT	2,494
CAPTAIN	2,852
DISTRICT CHIEF	3,263
ASSISTANT CHIEF	3,740

3. Employees in the following classifications shall receive the monthly salaries, not including longevity, effective the first pay period after April 1, 1985:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIREFIGHTER -- Beginning of probation through eighteenth month of employment	1,866
FIREFIGHTER -- Beginning the nineteenth month of employment through 60th month	2,071
FIREFIGHTER -- Beginning 61st month	2,111
ENGINEER -- Promotion through 60th month	2,269
ENGINEER -- Beginning 61st month	2,313
LIEUTENANT	2,594
CAPTAIN	2,966
DISTRICT CHIEF	3,394
ASSISTANT CHIEF	3,890

4. Employees in the following classifications shall receive the monthly salaries, not including longevity, effective the first pay period after October 1, 1985:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIREFIGHTER -- Beginning of probation through eighteenth month of employment	1,941
FIREFIGHTER -- Beginning the nineteenth month of employment through 60th month	2,154
FIREFIGHTER -- Beginning 61st month	2,195
ENGINEER -- Promotion through 60th month	2,360
ENGINEER -- Beginning 61st month	2,406
LIEUTENANT	2,698
CAPTAIN	3,085
DISTRICT CHIEF	3,530
ASSISTANT CHIEF	4,046

5. Employees in the following classifications shall receive the monthly salaries, not including longevity, effective the first pay period after April 1, 1986:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIREFIGHTER -- Beginning of probation through eighteenth month of employment	2,057
FIREFIGHTER -- Beginning the nineteenth month of employment through 60th month	2,283
FIREFIGHTER -- Beginning 61st month	2,327
ENGINEER -- Promotion through 60th month	2,502
ENGINEER -- Beginning 61st month	2,550
LIEUTENANT	2,860
CAPTAIN	3,270
DISTRICT CHIEF	3,742
ASSISTANT CHIEF	4,289

6. Employees in the classification of Deputy Chief shall be compensated (wages and benefits) in accordance with the Municipal Pay Plan of the City of San Antonio and regular City-wide policy. The City shall have the right to make changes in compensation for this classification in accordance with regular City policies and procedures established by the City Manager, and the City shall not be required to negotiate or discuss such changes with the Union. Individual merit or performance salary increases shall be permitted for these classes in conformance with regular City policy established by the City Manager.

**ARTICLE 12 -- CALL BACK PAY AND MILEAGE**

All employees covered by the terms of this Agreement who are called back 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 assigned duty station, mileage will be paid to the next station at the existing City rate.

**ARTICLE 13 -- 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 per contract, and then only after sixty (60) days notification in writing to the Union unless exemption to notification is provided herein. Any additional changes must be by mutual consent between the city and the union. During a sixty (60) 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.

Section 1. Emergency Medical Technicians (Regular), 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)

- c. For administrative purposes (sick leave, annual leave, disciplinary action, military leave, etc.), each shift under the above schedule shall be considered 12 hours.

Section 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.

Section 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 twenty-one (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

Section 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 with 45 minutes for lunch.
- c. Two (2) 40-hour work weeks, Sunday 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. Employees working on shift schedules c, d, and e above shall be allowed a thirty (30) minute lunch break. While on this lunch break, the employees shall be subject to call and the missing of this lunch break because of the press of business shall not be grounds for overtime payment or for a grievance.
- h. 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.

Section 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.

#### Section 6. Fire Prevention Employees

Employees assigned to the Fire Prevention Bureau will work the following hours:

- a. Fifteen (15) weeks at 40 hours per week, Monday through Friday, beginning at 7:45 a.m. and ending at 4:30 p.m. with 45 minutes for lunch and two (2) 15 minute breaks, one (1) in the morning and one (1) in the afternoon.
- b. One week at 40 hours per week, Tuesday through Saturday, beginning at 3:00 p.m. and ending at 11:00 p.m. with two (2) 15 minute breaks, one during the first four (4) hours of work and one during the last four (4) hours of work and no lunch break.
- c. At the end of 16 weeks, the schedule repeats.

#### Section 7. Other Employees

All other uniformed 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.

#### Section 8. Transfer from One Shift Schedule to Another

An employee who is transferred and, as a result, changes from one shift assignment to another (e.g. 24 hour shift to 8 hour shift) shall have a minimum of 18 hours off from the time he completes his last shift on his original schedule until the time he must report for duty on the new schedule to which he is assigned. No overtime shall accrue to any individual transferred in conformance with this section.

### ARTICLE 14 -- 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 15 -- SICK LEAVE**

The following rules shall apply to the usage of sick leave:  
Employees shall be allowed sick leave without requiring a physicians notification to the Fire Department.

1. All employees using more than two (2) consecutive working days of sick leave shall be required to provide a return to work certificate signed by a physician.
2. All employees who use sick leave by leaving during a shift and returning during that shift or by reporting for duty after the shift begins shall be required to provide a return to work certificate signed by a physician.
3. All employees who utilize sick leave in conjunction with the day immediately preceding or following any other form of leave (i.e. annual leave, emergency leave, unscheduled annual leave, military leave, leave without pay) shall be required to provide a return to work certificate signed by a physician. Undocumented sick leave and military leave may not be taken together during the same shift.
4. After eight (8) undocumented absences during each calendar year, all employees shall be required to provide a return to work certificate signed by a physician for each absence due to sick leave except as specifically provided in section 5 of this article. For purposes of this Article, an undocumented absence shall be defined as any absence due to sick leave, regardless of duration, which does not require a return to work certificate pursuant to sections 1, 2, or 3 above.

For purposes of this Article an undocumented absence is defined as follows:

- a. Firefighting division: One (1) undocumented absence is equal to one twelve (12) hour work day.
  - b. EMS, FIRE DISPATCHERS AND FIRE ALARM: One (1) undocumented absence is equal to one ten (10)/ fourteen (14) hour work day, charged in 12 hour increments for Administrative purposes.
  - c. Personnel other than EMS/Firefighting division: One undocumented absence is equal to one eight (8) hour work day.
5. Any employee who has sick leave accrued but unused in an amount equal to or exceeding 50% of the total amount of sick leave he/she has accrued during his/her service in the department shall be exempted from the provisions of the section 4 above. If at any time an employee so exempted falls below the 50% level specified herein, he/she shall immediately become subject to the provisions of that section.
  6. Nothing in this Article shall be construed to limit in any fashion

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 21 -- FAMILY MEDICAL INSURANCE

- A. The City shall provide all employees covered by this agreement medical insurance and shall pay the full cost of said insurance. The insurance shall be the same group policy covering other City employees. Insurance specifications shall not be reduced during the life of this contract, however, the City reserves the right to change carriers at its discretion.
- B. Effective May 1, 1984, the City shall establish a Supplemental Health Insurance Fund for the purpose of providing supplemental benefits to employees covered by this agreement. The City shall contribute \$23.00 per employee per month into this fund which shall be used for supplemental health insurance only and shall not be paid directly to the employee.
- C. The City shall provide supplemental family medical insurance for each employee covered by this agreement. This program will supplement the insurance program provided for all City employees. The supplemental program shall increase the benefits provided to the same specifications as the City provided employees prior to October 1, 1983. Each member shall be charged \$23.00 per month for this supplemental benefit which shall be deducted from the Supplemental Health Insurance Fund as provided in section (B) of this Article.
- D. The City and the Union acknowledge that the City is considering the feasibility of implementing a "flexible benefit" program which would be implemented during the term of this agreement. The City agrees that it will meet with the Union upon completion of the feasibility study to explain the changes proposed. Employees covered by this agreement shall be granted the option of entering the flexible benefit program to substitute for the basic program. Once an employee elects to enter this program, he/she may not return to the basic program in effect at this time. Additionally, should the City elect during the term of this contract to return to the same level of benefits as provided during the contract, period October 1, 1981 through September 30, 1983, the Benefit Fund provided for in this Article shall be reduced by \$23.00 per employee per month.

#### ARTICLE 22 -- EDUCATIONAL INCENTIVE PAY

Firefighters holding certain college degrees 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 and such determination shall be final.

- a. Those firefighters holding an Associate Degree shall receive twenty-five dollars (\$25.00) per month.
- b. Those firefighters holding a Bachelor's Degree shall receive fifty dollars (\$50.00) per month.

Employees receiving degrees after October 1 of each year shall not be eligible for the educational incentive payments until the beginning of the following fiscal year.

### **ARTICLE 23 -- 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 be entitled to 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 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 24 -- VACATIONS**

- a. The following is a vacation accrual schedule shall be

implemented for employees covered by this Agreement:

Beginning of Probation thru 5 years of Service - 10 days  
more than 5 - less than 10 years of Service - 12 1/2 days  
more than 10 - less than 15 years of Service - 15 days  
more than 15 - less than 20 years of Service - 17 1/2 days  
more than 20 years of Service & Above - 20 days

Any employee with less than 15 years of service as of January 1, 1982 shall continue to receive 15 days vacation until termination or until they complete 15 years of service at which time they shall come under this vacation schedule.

Any employee who has completed 15 years of service as of January 1, 1982 shall automatically come under this vacation schedule as of that date.

Any new employee hired after the effective date of this Agreement shall be subject to this vacation schedule immediately.

- b. In accordance with the established departmental policy and procedure each employee may take one (1) working shift of accumulated time off (i.e., vacation and holiday time) outside the scheduled vacation period based on reverse seniority in the department.
- c. Effective January 1, 1985 as a trial period for the duration of this agreement, an employee may request from his/her accrued vacation leave, up the three (3) shifts, if the leave is to be taken prior to his/her scheduled vacation. If the employees vacation has been used then the employee may request one (1) shift of the following year's vacation. An employee must apply in writing at least fifteen (15) calendar days prior to or no less than five (5) working days prior to the shift being taken. Selection will be made on a first come, log date, time entry in 450's office, for those assigned to Fire Suppression. Employees Assigned to EMS will use 800's office. There will be a minimum of three (3) employees allowed off per shift with the exception of holidays on the day before or after a holiday. If a person requests annual leave and is denied and then calls in such for that shift, he/she must provide a return to work certificate, signed by a physician upon his/her return to duty.

## ARTICLE 25 -- PROMOTIONS

### Section 1. Promotion to Engineer, Lieutenant, Captain, and District Chief

Vacancies in the ranks of Engineer, Lieutenant, Captain, and District Chief shall be filled by competitive written examination in accordance with Article 1269M and the rules established by the Fire and Police Civil Service Commission. A score of 70 shall be considered minimum for eligibility for promotion.

## Section 2. Promotion to Assistant Chief

Persons having held the rank of District Chief for a period of 2 years shall be eligible for promotion to the rank of Assistant Chief. In the event all District Chiefs fail the promotion examination which follows, persons holding the rank of Captain for a minimum of five (5) years may be eligible for promotion to Assistant Chief. The promotional examination for the rank of Assistant Chief shall consist of two parts as follows:

- A. Written Examination - Shall consist of questions relating to the duties of the classification of the position to be filled. All notice of written examinations and publishing of study material shall be in accordance with Sections 13 and 14 of Article 1269M V.A.C.S. and the rules established by the Fire and Police Civil Service Commission. A score of 70% on the written examination shall be considered a passing score. In the event that written examination scores are the same, the ranking of those scores shall be done on the basis of rules established by the Fire and Police Civil Service Commission. Only the highest 20% of all test participants with passing scores or the highest 20% passing participants, whichever is greater, shall be allowed to continue on to the next phase of the examination process, the Oral Examination Board.
- B. Assessment Center Board - Shall consist of three members as follows:
- 1) Two persons from outside the Fire Department who currently hold an administrative position in a Fire Department or fire-related agency in a city of 50,000 or more population or from a state or Federal agency. One such person shall be selected by the City; one shall be selected by the Union.
  - 2) One person from outside the Fire Department who has a minimum of five years experience in personnel management at an administrative / supervisory level to be selected by mutual Agreement of the City and the Union.

The City and the Union shall agree on guidelines to be presented to the Assessment Center Board for use in their examination.

A minimum score of 70% on the composite factors evaluated by the Board shall be required to pass the Assessment Center Board.

Failure of an applicant to obtain a passing score on the Assessment Center shall disqualify the applicant from further consideration for one year from the date the written examination was administered. The results of the Assessment Center shall be binding for one year and shall not be appealable to the Civil Service Commission or to arbitration through the grievance procedure.

C. Eligibility List - Within 72 hours of the completion of the Oral Examination Process, excluding weekends and holidays, an eligibility list shall be prepared and posted with the respective ranking of all applicants based on the following weights:

1.) Written Exam Score	50%
2.) Oral Board Exam	<u>50%</u>
	100%
1 point for each year of service in rank up to a maximum of 10 points	<u>10</u>
	110 maximum points

### Section 3. Promotion to Deputy Chief

The City shall have the right to create the Position of Deputy Chief which shall be one (1) rank immediately above the Assistant Chief and one (1) rank immediately below the Chief in the chain of authority. At no time will the number of Deputy Chiefs exceed the ratio of 1 Deputy Chief to 2.5 authorized Assistant Chief positions rounded off to the nearest whole number. Vacancies in the rank of Deputy Chief shall be filled by the Fire Chief at his sole discretion provided, however, that the employee promoted has served a minimum of two (2) years in the rank of Assistant Chief or District Chief. In the San Antonio Fire Department persons holding such rank shall be subject to overall City policies and regulations for unclassified employees and shall not be subject to Article 1269M, V.A.C.S. or any of the provisions of this Agreement unless specifically provided.

Any person holding the rank of Deputy Chief may be suspended or demoted to the rank from which he/she was promoted at the sole discretion of the Chief without appeal to the Civil Service Commission. A person holding this rank may be termination for cause provided, however, that such termination shall be subject to appeal to the Civil Service Commission.

### Section 4. Promotional Probation

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.

#### **ARTICLE 26 -- FIREFIGHTER TRAINEES AND FIREFIGHTER PROBATION**

Persons enrolled in the initial Fire Academy shall hold the position of Firefighter Trainee. As such, he/she shall be considered a civilian employee and is not a member of the bargaining unit covered by this Agreement nor shall he/she be subject to any of the terms of this Agreement or of Article 1269M.

Upon completion of the Academy, an employee shall be certified as a Firefighter and shall hold the rank of Firefighter (Probationary) for a period of six (6) months. During this probationary period, the employee shall be subject to all provisions of this Agreement and of Article 1269M with the exception that the Chief shall have the authority to suspend or discharge said employee at the Chief's sole discretion without appeal through the grievance procedure or to the Fire and Police Civil Service Commission.

A person who has completed 2 years service as Firefighter shall be eligible for promotion to the rank of Engineer. The two year period required for eligibility on promotions shall commence with the completion of the Academy.

#### **ARTICLE 27 -- 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 28 -- DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT**

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 provisions 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 - LABOR MANAGEMENT RELATIONS COMMITTEE**

The City and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor management relations committee. The committee shall discuss problems and/or matters of mutual concern and interest, provided that such discussion is not the subject of contract negotiations or a pending grievance. The Committee shall be advisory to the Fire Chief and its purpose shall be to begin to develop communication channels on issues of common employee concerns. The Committee shall have the authority to present its concerns and/or recommendations to the Fire Chief. The Committee will meet monthly on a mutually agreed to schedule and meetings may be cancelled by mutual agreement of the committee members. The Committee shall consist of six (6) members, three (3) to be appointed by the Union and three (3) to be appointed by the Fire Chief. There shall be a written agenda of matters to be discussed and provided to the Committee members at least one week in advance. The Committee will work on an Impasse Procedure and recommendations will be completed by January 1, 1986 to be used in October 1986 contract negotiations. The Labor Management Relations Committee will also, during the life of this agreement, discuss the issue of sick leave usage in the Fire Department and recommend to the Fire Chief possible courses of action. The Committee shall be advisory only and shall have no power to make decisions on policy or take any action whatever without the approval of the Fire Chief, and the City Manager, or the Union President.

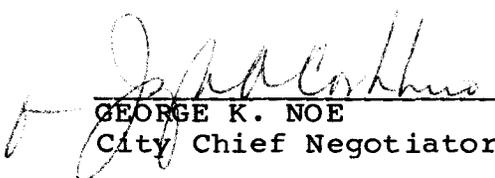
**ARTICLE 30 -- SAVINGS CLAUSE**

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 HEREOF, WE THE CITY'S  
CHIEF NEGOTIATOR AND THE UNION'S  
CHIEF NEGOTIATOR HERETO HAVE  
SET OUR HANDS

Signed this 7<sup>th</sup> day of May, 1984, for an effective date of the 1st day of October, 1983.

  
\_\_\_\_\_  
JOE KIERSTEAD  
Negotiator

  
\_\_\_\_\_  
GEORGE K. NOE  
City Chief Negotiator

Signed this 7<sup>th</sup> day of May, 1984, for an effective date of the 1st day of October, 1983.

  
\_\_\_\_\_  
JOE KIERSTEAD  
President, San Antonio Fire  
Fighter's Association

  
\_\_\_\_\_  
LOUIS J. FOX  
City Manager  
City of San Antonio

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. Initiation of Expedited Arbitration Proceeding -- Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
3. 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.
4. 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.
5. Representation by Counsel -- Any party may be represented at the hearing by counsel or other representative.
6. 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.
7. 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.
8. Oaths -- before proceeding with the first hearing, the Arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
9. No Stenographic Record -- There shall be no stenographic record of the proceedings.
10. 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.

11. 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.
12. Evidence -- The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
13. 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.
14. 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.
15. Waiver of Rules -- Any party who proceeds with the arbitration after knowledge that any provision of 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Expenses -- The expenses of witnesses for either side shall be paid by the party producing such witnesses.

21. Interpretation and Application of Rules -- The Arbitratory 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.

SIDE LETTER

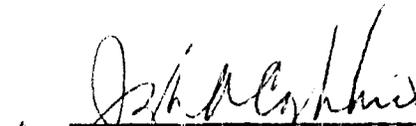
Employees that have met, exceeded or contributed to the deductible amount of the health insurance program shall be given credit towards meeting the deductible amount required by the program for the year January 1, 1984 through December 31, 1984.

The deductible amount stipulated under Article 21 of the Agreement shall be for the period of January 1 through December 1 of any given calendar year.

The City stipulates that there will be no changes to the deductible amount during the term of the agreement and through December 31, 1986.

Signed this 7<sup>th</sup> day of May, 1984, for an effective date of the 1st day of October, 1983.

  
\_\_\_\_\_  
Joe Kierstead  
President, San Antonio  
Firefighter's Association

  
\_\_\_\_\_  
Skip Noe  
City's Chief Negotiator

AGENCY ITEM NO. 45

**CITY OF SAN ANTONIO**  
OFFICE OF THE CITY MANAGER  
Interdepartment Correspondence Sheet

TO City Council

FROM J. Rolando Bono, Assistant City Manager

COPIES TO file

SUBJECT Approval of Firefighters Contract

Date May 1, 1984

Summary and Recommendation

The negotiation process between the City of San Antonio and the San Antonio Firefighters' Association has resulted in a three year contract which was ratified by the Association membership. This ordinance would authorize the City Manager to execute a contract with Firefighters' Association.

Approval of this Ordinance is recommended.

Policy Analysis

The Firefighters' Contract is the result of extensive negotiation efforts. The Contract has been reviewed and approved by the Legal and Budget Departments and ratified by the Firefighters' Association.

Financial Analysis

This contract, based on current staffing levels, will cost an estimated 1.25 million dollars in FY 83-84, 2.6 million dollars in FY 84-85 and 3.6 million dollars in FY 85-86.



J. ROLANDO BONO  
Assistant City Manager

JRB:mar

Approved:



LOUIS J. FOX  
City Manager