

ESTABLISHING A BINDING IMPASSE PROCEDURE IN THE EVENT AN IMPASSE IS REACHED DURING THE COLLECTIVE BARGAINING PROCESS WITH THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION OR WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 624; ESTABLISHING THE CONDITIONS UNDER WHICH THE IMPASSE PROCEDURE WILL BECOME INVALID AND VOID; REITERATING THE CITY'S AUTHORITY AND INTENTION TO DISCIPLINE ANY FIREFIGHTER OR POLICE OFFICER ENGAGING IN A STRIKE; AND PROVIDING FOR THE TERMINATION OF THE ORDINANCE IN MARCH of 1981.

WHEREAS, the courts of the State of Texas have found to be unconstitutional a portion of the impasse procedure contained in the Fire and Police Employee Relations Act; and

WHEREAS, the findings of the courts leave the City and the Fire and Police Associations without an acceptable impasse procedure in the event contract talks reach impasse; and

WHEREAS, the City intends to bargain in good faith with its Firefighters and Police Officers, while insuring that Firefighters and Police Officers are discouraged from engaging in any kind of strike or job action; and

WHEREAS, the City intends for this ordinance to be effective only long enough for the parties to bargain an impasse procedure and establish it by contract;
NOW THEREFORE:

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

SECTION 1. (Normal bargaining) The City shall engage in collective bargaining in accordance with the provisions of the Firemen's and Policemen's Employee Relations Act, and shall use the services of a mediator when appropriate.

SECTION 2. (Factfinding to be used) In the event of an impasse, a factfinding panel shall ascertain the facts and make recommendations.

SECTION 3. (Composition of the factfinding panel) Factfinding shall be accomplished by a factfinding panel of three (3) members. One (1) member shall be appointed by the Association, one (1) by the City, and the third (neutral) shall be as agreed upon or, if unable to reach agreement, selected through the American Arbitration Association procedure. The cost of the neutral shall be shared equally. The Association's member, if paid, shall be paid by the Association, and the City shall pay for the City representative, if any cost is involved.

SECTION 4. (Guidelines limiting the scope of factfinding to:)

- a. The overall compensation in the current contract including direct salary and fringe benefits;
- b. A comparison of wages, hours and conditions of employment of San Antonio Police Officers and Firefighters with the wages, hours, and conditions of employment of other public and private employees in the local labor market area performing similar services and with other employees generally in public and private employment in comparable cities in the State of Texas and the City of San Antonio;
- c. The hazards of employment, physical, educational, and mental qualifications, job training and skills required of a San Antonio Police Officer or Firefighter;
- d. The cost of living in San Antonio relative to other communities;
- e. The rate of increase in the cost of living for the preceding twelve-month period using localized data to the fullest extent feasible;
- f. Any current national or state policies or guidelines with respect to compensation, and the extent to which such guidelines are followed in the comparable public and private sectors set forth in Section 4b. above.

SECTION 5. (Action upon recommendations of the factfinding panel) The findings and recommendations of the factfinding panel shall not be made public for seven (7) days. If, within seven (7) days after factfinding, the parties have failed to agree to a contract, the findings and recommendations of the factfinding panel shall be made public. If, within ten (10) days after the recommendations have been made public the parties have not agreed to a contract, the major unresolved issues shall at the request of either party be submitted to a referendum election which shall be binding on the parties.

SECTION 6. (Conduct of the referendum)

- a. The election shall be held on the first date permissible under state law.
- b. The party rejecting the factfinder's recommendation shall pay 3/4 of the cost of the referendum; the other party 1/4 of the cost.
- c. Each party shall be entitled to submit two (2) and only two (2) unsettled issues to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues.
- d. Certain rights are reserved to City management and are not subject to referendum. They are:
 - (1) The right to hire, direct, transfer and assign employees.
 - (2) The right to reduce in force or lay off employees because of lack of work or funds. (All reductions shall be in accordance with Civil Service laws)
 - (3) The right to determine appropriate staffing levels and work performance standards; along with the quality and quantity of services to be offered to the public; and the means and methods of offering those services.
 - (4) The right to discharge for cause.
 - (5) The right to use security personnel, which include, but are not limited to such job classifications incorporated with the Classification Manual as Airport Security Guard, Park Ranger, Lifeguard, School Crossing Guard, and Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.
 - (6) The right to use civilians in the Police Department and the Fire Department to perform duties which do not require a commissioned officer or the power of arrest.

- e. Civil Service laws shall not be subject to referendum.
- f. The City shall not place on the referendum ballot any issue that would reduce any existing direct economic benefit accruing to association members.
- g. Polling places shall be consolidated to the maximum degree feasible in accordance with applicable state and federal laws.

SECTION 7. (The procedure void in case of a strike) Should an Association cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of its department; or in any manner encourage members to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, the City shall render null and void the impasse procedure established by this ordinance by giving written notice to this effect to the president of the Association.

SECTION 8. (Disciplinary action) By this ordinance, the City reaffirms its right and intent to discipline any Firefighter or Police Officer who engages in any action listed in Section 7 above, in addition to whatever other remedies may be available to the City at law or in equity.

SECTION 9. (Time limitation of the ordinance) This ordinance is intended to provide an impasse procedure for the 1980 bargaining year only. It is intended to provide an opportunity for the Firefighter and Police Associations and the City to bargain an impasse procedure and include such a procedure as a permanent provision of the contract. Accordingly, this ordinance shall become invalid and void after March 31, 1981.

PASSED AND APPROVED THIS 14th day of February, 1980.

Lila Cockull
MAYOR

ATTEST: *Anna J. Rodriguez*
City Clerk

80-10.

APPROVED AS TO FORM: *[Signature]*
City Attorney

APPROVED AS TO FUNDS: *[Signature]*
Director of Finance

DISTRIBUTION

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	1
LIBRARY DIRECTOR	
MARKET SQUARE	
MUNICIPAL COURTS	
PARKS & RECREATION DEPT.	
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	1
PRESS ROOM	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
ENGINEERING - SEWERS	
RIGHT OF WAY & LAND ACQUISITION	
PURCHASING	
TRAFFIC & TRANSPORTATION	

ITEM NO. 27.
FEB 14 1980

MEETING OF THE CITY COUNCIL DATE: _____
 MOTION BY: Leguina SECONDED BY: Wing
51838
 ORD. NO. _____ 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		<i>absent</i>	
BOB THOMPSON PLACE 6		<i>absent</i>	
JOE ALDERETE, JR. PLACE 7		<i>absent</i>	
GENE CANAVAN PLACE 8		✓	
VAN ARCHER PLACE 9		✓	
JOHN STEEN PLACE 10			
LILA COCKRELL PLACE 11 (MAYOR)		<i>absent</i>	

80-10

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: The Mayor and City Council

FROM: Claude C. McRaven, Employee Relations Coordinator

COPIES TO: file

SUBJECT: An Impasse Procedure for Collective Bargaining

Date February 11, 1980

Background

The proposed ordinance is submitted in accordance with the Council's directive (Resolution of December 13, 1979) to develop an impasse procedure to be utilized during the 1980-'81 Fire and Police Contract Negotiations, in the event the parties fail to reach agreement.

It is felt the procedures outlined offer the best compromise available to insure good faith bargaining for the upcoming contract talks. The ordinance is designed to self-destruct after the 1980 negotiations; and any impasse procedure beyond this time period should be bargained and included in future contracts, if agreement can be reached.

Conclusion and Recommendation

The ordinance provides an impasse procedure which is workable and which is in the best interest of the City. It is recommended for adoption with the understanding that all parties will negotiate in good faith toward agreement on a reasonable and workable procedure to be included in future contracts.



Claude C. McRaven
Employee Relations Coordinator

CCMcR:sas

Recommendation Approved:



Thomas E. Huebner
City Manager