

AJP:cm  
02/05/87

AN ORDINANCE **64491**

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN ANTONIO FIREFIGHTERS ASSOCIATION FOR THE PERIOD OCTOBER 1, 1986 THROUGH SEPTEMBER 30, 1988.

\* \* \* \* \*

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 Firefighters Association, I.A.F.F. Local 624, governing wages and working conditions for the period October 1, 1986 through September 30, 1988, a copy of which is attached hereto and incorporated herein.

PASSED AND APPROVED this 5<sup>th</sup> day of February 1987.

*Henry Cisneros*  
M A Y O R

ATTEST: *Norma S. Rodriguez*  
City Clerk

APPROVED AS TO FORM: *Tom Farley*  
City Attorney

**87-06**

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

WASTEWATER MANAGEMENT

ITEM NO. 44  
 DATE: FEB 5 1987

MEETING OF THE CITY COUNCIL  
 MOTION BY: Dutmer SECONDED BY: Martinez

ORD. NO. 64491 ZONING CASE \_\_\_\_\_

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

	ROLL CALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		absent	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	
WALTER MARTINEZ PLACE 5		✓	
BOB THOMPSON PLACE 6			X
YOLANDA VERA PLACE 7		✓	
G.E. HARRINGTON PLACE 8			X
WEIR LABATT PLACE 9			X
JAMES C. HASSLOCHER PLACE 10			X
HENRY G. CISNEROS PLACE 11 (MAYOR)		✓	

87-06

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAN ANTONIO, TEXAS**  
**AND THE**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**  
**LOCAL 624**

**October 1, 1986 Through September 30, 1988**

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### PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of San Antonio, Texas, hereinafter referred to as the City or Employer and Local 624 International Association of Fire Fighters hereinafter referred to as the Union or Bargaining Agent, to achieve and maintain harmonious relations between the parties, to establish benefits, compensation and other conditions of employment and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

**ARTICLE I.**

**RECOGNITION**

This City recognizes the Union as the exclusive bargaining agent for all permanent paid employees of the City of San Antonio Fire Department, with the sole exception of the Chief of the Department. It is understood that this bargaining unit does not include civilian personnel, including Fire Fighter Trainees enrolled in the initial Fire Academy.

## ARTICLE II.

### DEFINITIONS

1. "Employer" means the City of San Antonio.
2. "City" means the City of San Antonio.
3. "Union" means the International Association of Fire Fighters Local 624.
4. "Bargaining Agent" means the International Association of Fire Fighters Local 624.
5. "Agreement" means the Collective Bargaining Agreement negotiated by and between the Employer and the Union.
6. "Employee"  
"Fire Fighter"  
"Bargaining Unit Member" means any full time, permanent, paid employee who has been hired in substantial compliance with Article 1269m V.A.C.S.
7. "Civil Service Commission" means the Firefighter and Police Officer Civil Service Commission of the City of San Antonio.
8. "Grievance" is defined as a dispute or disagreement involving the interpretation, application or alleged violation of any provisions of this agreement.
9. "Probationary Period" means the twelve month period immediately following the initial date of employment in the Department (excluding time spent on leave in excess of 30 consecutive days) in accordance with Article 1269m V.A.C.S.
10. "Regular Rate of Pay" means an employee's salary plus longevity, incentive, educational or other regular paid compensation.

- 11 "Article 1269m V.A.C.S." means the Fire and Police Civil Service Act, Vernon's Civil Statutes.
12. "Gender". Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

### ARTICLE III.

#### 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:

- A. Direct the work of its employees to include the scheduling of overtime work.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to Civil Service regulations.
- C. Suspend or discharge employees for just cause, subject to Civil Service regulations.
- D. Maintain the efficiency of governmental operations.
- E. Relieve employees from duties due to lack of work, subject to Civil Service regulations.
- F. Utilize the Fire Department in emergency situation to protect life and property.
- G. Use civilians in the Fire Department to perform duties which do not require a sworn Fire Fighter. Civilians performing such duties are not subject to the terms of this Agreement.
- H. Determine the methods, processes, means, and personnel by which operations are to be carried out.

THE UNION UNDERSTANDS AND AGREES THAT:

- A. 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.
- B. 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.
- C. 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 IV.

##### 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 V.

CITY PROTECTION FOR FIRE FIGHTERS

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

ARTICLE VI.

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 authorized by the City Manager or the Fire Chief.

The Union may hold meetings pertinent to Union business on Fire Department property, provided that permission for such meeting is obtained in advance from the Fire Chief or his designated representative.

Union officers and committee members 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 Fire Department property or the work of an individual Union member on City time as provided herein shall be binding unless or until it has been determined through the Grievance Procedure found in Article XXIX of this Agreement that the Chief has unreasonably exercised his authority granted pursuant to this Article.

**Section 2. Negotiating Committee.** A maximum of three (3) 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 .** A Vice President, Financial Secretary, and the Recording Secretary will be granted time off with pay for the purpose 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 fifteen (15) occasions per 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 this 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. Shall not contain any personal caricatures.
- i. 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, straight-forward 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.

## ARTICLE VII.

### PAYROLL DEDUCTION OF DUES

**Section 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 in 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 thirty (30) days following notification of approval, the City shall increase dues deductions to the notified amount.

**Section 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.

**Section 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.

**Section 4.** This Article shall apply only to payroll deductions authorized for the payment of dues and fees to Local Union No. 624, to the exclusion of any other organization or of deductions for any other purpose, provided, however, that no present deduction will be changed or affected.

**ARTICLE VIII.**

**ADMINISTRATIVE LEAVE**

The parties have agreed to the granting of a leave of absence to the President of Local 624, the terms of which are encompassed in a Memorandum of Understanding and Agreement which is attached hereto and made a part hereof as "Attachment 1".

**ARTICLE IX.**

**MAINTENANCE OF STANDARDS**

All standards, privileges, and working conditions enjoyed by the City of San Antonio Fire Fighters on the effective date of this Agreement which are not included in this Agreement, shall remain unchanged for the duration of the Agreement.

ARTICLE X.

NO STRIKES, NO LOCKOUTS

The Union shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department, nor 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 not lock out any employee.

ARTICLE XI.

NON-DISCRIMINATION

Both the City and the Union agree that neither shall willfully discriminate against any employee, member, or prospective member, because of race, color, creed, national origin, sex, or age or handicap if otherwise qualified to fulfill the duties of the position.

## ARTICLE XII.

### LABOR RELATIONS MANAGEMENT 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. 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 XIII.**

**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 XIV.

WAGES

Section 1. Employees in the following classifications shall receive the following monthly salaries, not including longevity, effective October 1, 1986:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIRE FIGHTER --Beginning of probation through eighteenth month of employment	2,057.00
FIRE FIGHTER --Beginning the nineteenth month of employment through 60th month	2,283.00
FIRE FIGHTER --Beginning 61st month	2,327.00
ENGINEER -- Promotion through 60th month	2,502.00
ENGINEER -- Beginning 61st month	2,550.00
LIEUTENANT --	2,860.00
CAPTAIN --	3,270.00
DISTRICT CHIEF--	3,742.00
ASSISTANT CHIEF --	4,289.00

Section 2. Employees in the following classifications shall receive the following monthly salaries, not including longevity, effective October 1, 1987:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIRE FIGHTER --Beginning of probation through eighteenth month of employment	2,139.00
FIRE FIGHTER --Beginning the nineteenth month of employment through 60th month	2,374.00
FIRE FIGHTER --Beginning 61st month	2,420.00
ENGINEER -- Promotion through 60th month	2,602.00
ENGINEER -- Beginning 61st month	2,652.00
LIEUTENANT --	2,974.00
CAPTAIN --	3,401.00
DISTRICT CHIEF--	3,892.00
ASSISTANT CHIEF --	4,461.00

Section 3. Employees in the following classifications shall receive the following monthly salaries, not including longevity, effective April 1, 1988:

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY</u>
FIRE FIGHTER --Beginning of probation through eighteenth month of employment	2,182.00
FIRE FIGHTER --Beginning the nineteenth month of employment through 60th month	2,422.00
FIRE FIGHTER --Beginning 61st month	2,468.00
ENGINEER -- Promotion through 60th month	2,654.00
ENGINEER -- Beginning 61st month	2,705.00
LIEUTENANT --	3,034.00
CAPTAIN --	3,469.00
DISTRICT CHIEF--	3,970.00
ASSISTANT CHIEF --	4,550.00

## ARTICLE XV.

### OVERTIME

**Section 1.** All employees shall be paid at the rate of time and one half (1-1/2) that of their regular rate of pay for all hours worked over their regular scheduled working hours.

**Section 2.** All employees who are called back to work when they are off duty shall be paid a minimum of two (2) hours at time and one-half (1-1/2) and shall be paid at the rate of time and one-half (1-1/2) for all hours worked over two (2) hours.

**Section 3.** All Fire Suppression employees shall be assigned a fifty-six (56) hour work week schedule. All of these employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of one hundred six (106) hours per fourteen (14) day work cycle. Accordingly, for each additional hour, or portion thereof, actually worked by said employee in excess of one hundred six (106) during the fourteen (14) day cycle, that employee shall receive overtime pay based on the following: 1.5 times the number of hours actually worked in excess of 106 hours times the quotient of 106 divided into the employees two week gross regular salary.

**Section 4.** When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate(s) of compensation shall be paid. In no event shall overtime or premium compensation be pyramided.

**ARTICLE XVI.**

**HOURS**

**Section 1. General.** 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 it may have to the change of hours.

**Section 2. 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 hours work week.
- B. The work period is four (4) consecutive weeks or twenty-eight (28) days beginning at 7:00 a.m. Sunday and ending twenty-eight (28) days later. The work shift shall begin at 7:00 a.m. and end at 7:00 a.m. the following day, consisting of twenty-four (24) consecutive hours.

**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>
17	7	OFF	OFF	17	7	OFF
OFF	17	7	OFF	OFF	17	7
OFF	OFF	17	7	OFF	OFF	17
7	OFF	OFF	17	7	OFF	OFF

One (1) work shift shall equal two (2) twelve (12) hour working days for administrative purposes (sick leave, annual leave, disciplinary action, military leave, etc.):

Personnel may not work more than twenty-four (24) continuous hours, except if personnel are on a response at shift change. Personnel must have twenty-four hours off prior to working. This applies to overtime and trading time. The A and C and B and D shifts may trade time and work overtime respectively.

Vacation scheduling must be equalized throughout the year.

**Section 3. 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 forty-five (45) minutes for lunch, and two (2) 15 minute breaks, (1) in the morning and one (1) in the afternoon.

**Section 4. Firefighting.** Employees assigned to the Fire Fighting Division shall work the following regular hours:

An average fifty-six (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 twenty-one (21) days later. The work shift shall begin at 12:00 noon and end at 12:00 noon the following day, consisting of twenty-four (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 5. 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 Saturday, 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.

- F. 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.
- G. In the event an Arson Investigator is required when none is scheduled, he shall be called back to work on a rotating basis and compensated as specified by this Agreement.

**Section 6. Employees Assigned to Emergency Medical Service Training.**

Employees assigned or detailed to Emergency Medical Service Training shall have their hours scheduled at the discretion of the Emergency Medical Service Director, not to exceed a forty (40) hour work week over the duration of the training period.

**Section 7. 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 forty-five (45) minutes for lunch and two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon.
- B. One week at forty (40) hours per week, Tuesday through Saturday, beginning at 3:00 p.m. and ending at 11:00 p.m., with two (2) fifteen (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 8. Other Employees.** All other uniformed employees not specifically mentioned before shall work the following hours: A forty (40) hour work week, Monday through Friday, beginning at 7:45 a.m. and ending at 4:30 p.m. each day, with forty-five (45) minutes for lunch and two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon.

**Section 9. 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., twenty-four (24) hour shift to eight (8) hour shift) shall have a minimum of eighteen (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.

**Section 10.** Hours can be changed by mutual agreement between the City and the Union.

**Section 11. Computer-Aided Dispatch--Trunking "800".** Upon the occurrence of the City implementing computer-aided dispatch and/or trunking "800" system, the Chief shall have the authority to implement necessary work schedules to staff such operations. This shall not constitute the one (1) change which the Chief is authorized to make as stated in Section 1 above.

ARTICLE XVII.

WORKING OUT OF CLASSIFICATION

An employee who works in a higher classification shall be paid at the higher classification rate of pay for actual time worked in that classification.

**ARTICLE XVIII.**

**VACATIONS**

**Section 1.** The following is a vacation accrual schedule which shall be implemented for employees covered by this Agreement:

Beginning of Probation thru 5 years of completed Service-	10 days
Beginning 6th year thru 9th year of completed Service -	12-1/2 days
Beginning 10th year thru 14th year of completed Service -	15 days
Beginning 15th year thru 19th year of completed Service -	17-1/2 days
Beginning 20th year of Service -	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 he completes 15 years of service, at which time he shall come under this vacation accrual 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 accrual schedule immediately.

**Section 2.** 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 seniority in the Department.

**Section 3.** An employee may request from his/her accrued vacation leave, up to three (3) shifts, if the leave is to be taken prior to his/her scheduled vacation. If the employee's 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, or no less than five (5) working days, prior to the shift being taken.

Selection will be made on a first-come, first-served basis, by log date and time entry (in 450's office for those assigned to Fire Suppression and 800's office for EMS). There will be a minimum of the three (3) employees allowed off per shift (two (2) in Fire Suppression and one in EMS), with the exception of holidays or the day before or after a holiday. If a person requests annual leave and is denied and the calls in sick for that shift, he/she must provide a return-to-work certificate signed by a physician upon his/her return to duty.

**ARTICLE XIX.**

**HOLIDAYS**

All employees covered by this Agreement shall be granted twelve (12) legal holidays. All holidays shall be accrued and taken in accordance with departmental policy.

**ARTICLE XX.**

**BEREAVEMENT LEAVE**

**Section 1.** In the event of death in the immediate family of an employee who is otherwise assigned to duty, the employee shall be granted time off with pay as follows:

- A. Employees working Fire Suppression, Fire Alarm, and EMS employees working forty-two (42) hour work week shall be granted two (2) working days off. For good cause, two (2) additional working days may be granted at the discretion of the Fire Chief or designated representative.
- B. Other employees shall be granted two (2) working days off. For good cause, one (1) additional day will be granted beginning 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, mother-in-law, and father-in-law, grandchildren, or other members of the immediate household.

**Section 2.** In the event an employee is on military leave during the occurrence of a death in the immediate family and, as a result, is required by the military to make up the time taken off from military leave, he shall be entitled to bereavement leave as provided in this Article.

**Section 3.** The Chief shall have discretion in cases that are found to be fraudulent requests or use of bereavement leave to deny any employee such bereavement leave pay provided, however, that such denial shall be subject to the grievance and arbitration procedures of this Agreement.

**ARTICLE XXI.**

**CLOTHING ALLOWANCE**

**Section 1.** Effective October 1, 1986, each employee shall receive a clothing allowance of \$375 per year, payable quarterly, with the first payment at \$75.00 on or before December 31, and three payments at \$100.00 per payment on or before March 31, June 30, and September 30 of each fiscal year.

**Section 2.** Effective October 1, 1987, each employee shall receive a clothing allowance of \$500 per year, payable quarterly at \$125.00 per payment on or before December 31, March 31, June 30, and September 30 of each fiscal year.

**Section 3.** As a substitution for the initial clothing allowance payment, each new employee shall be issued the heavy fire fighting pants, heavy fire fighting 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 XXII.**

**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 XXIII.**

**INCENTIVE PAY**

**Section 1. Educational.** Fire Fighters 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 Fire Fighters holding an Associate's Degree shall receive twenty-five dollars (\$25.00) per month.
- B. Those Fire Fighters 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.

**Section 2. HAZ-MAT Incentive.**

- A. Personnel assigned to the Hazardous Material (Haz-Mat Team) shall receive a \$100.00 per month incentive during their active assignment.
- B. The incentive pay rate is to be effective upon the City's establishment of a team and the Haz-Mat Unit is put into service.

ARTICLE XXIV.

SICK LEAVE

Section 1. Employees shall be allowed sick leave without requiring a physician's notification to the Fire Department.

Section 2. The following rules shall apply to the usage of sick leave:

- A. All twenty-four (24) hour shift 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. All other employees will be granted three (3) consecutive days.
- B. 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.
- C. All employees who utilize sick leave in conjunction with the day immediately preceding or following any other form of scheduled leave, excluding Bereavement Leave, ( i.e., 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.
- D. After six (6) 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:

1. Firefighting division: One (1) undocumented absence is equal to one twelve (12) hour work day.
  2. EMS: One (1) undocumented absence is equal to one (1) twelve (12) hour work day.
  3. Personnel other than EMS/Firefighting division: One (1) undocumented absence is equal to one (1) eight (8) hour work day.
  4. Fire Alarm: One (1) undocumented absence is equal to one twelve (12) hour work day.
- E. 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 Section D above. If, any 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.
- F. Nothing in this Article shall be construed to limit in any fashion the right of the Chief to enforce rules and regulations in conformance with this Agreement and/or State Law.

ARTICLE XXV.

VOLUNTEERING FOR SICK OR INJURED FIRE FIGHTERS

In the event a Fire Fighter 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 Fire Fighter has used all of his sick leave, vacation, and all other leaves, the following provisions shall apply:

1. Fire Fighters 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 Fire Fighter 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 the Committee of Three may excuse a Fire Fighter from his obligation to work. Any unexcused absence will result in the loss of the privilege of this plan to the Fire Fighter who was scheduled to work and did not show.
7. The failure of any Fire Fighter to report when scheduled to work may result in the sick or injured Fire Fighter being placed on leave without pay.

**ARTICLE XXVI.**

**FAMILY MEDICAL INSURANCE**

**Section 1.** The City shall continue to provide all employees covered by this Agreement the same medical insurance currently in effect and shall pay the full cost of said insurance.

Insurance specifications shall not be reduced during the life of this Agreement; however, the City reserves the right to change carriers at its discretion.

**Section 2.** The City shall continue 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.

**Section 3.** 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 2 of this Article.

**Section 4.** Employees covered by this Agreement shall be granted the option of entering the flexible benefit program to substitute for the basic program. The employees may have the option to revert back to the basic program on their anniversary date.

**ARTICLE XXVII.**

**MISCELLANEOUS**

**Section 1.** For the duration of this Agreement, all employees will be paid under their present pay period but will receive their pay check on the same day as all other City employees.

**Section 2.** Should a Fire Fighter be ordered to another station after reporting to his assigned or temporary assigned duty station, mileage will be paid to the next station after reporting to his assigned or temporary assigned duty station. Mileage will be paid to the next station at the existing City rate per mile, or a minimum of \$2.00, whichever is greater. In order to be reimbursed for mileage expenses, a Fire Fighter so affected must turn in to the Chief each quarter on October 1, January 1, April 1, and July 1, of each calendar year expense vouchers requesting reimbursement for mileage expenses during the preceding quarter. Failure of an employee to timely file his/her voucher request shall result in the employee's waiver and relinquishment of any entitlement to said reimbursement of mileage expense.

**Section 3.** Employees suspended up to a maximum of six (6) working days may, at the employee's discretion, forfeit either accumulated vacation time or holiday leave equal to the suspension. The employee shall have ten (10) calendar days from his receipt of notice of the suspension to decide whether or not he wishes to forfeit accumulated leave or exercise his appeal rights pursuant to Article 1269m.

The provisions of this Article shall apply solely to suspensions which are agreed to by the employee, and no appeal to the Commission or to arbitration may be instituted on suspensions where the employee has forfeited accumulated vacation or holiday leave.

**Section 4.** Except when workload dictates or in the case of regular alarms or Departmental announcements, all stations shall be on selective call for twenty-four (24) hours per day.

**Section 5.** The City shall make a copy of this Agreement available at each station for the duration of this Agreement.

ARTICLE XXVIII.

DRUGS AND ALCOHOL

It is agreed that efficiency and safety in the work place is necessary and required in order to carry out the mission of the Fire Department.

Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Fire Department.

It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse. The Union further agrees to support and work with the City in its endeavors in implementation of a drug and alcohol rehabilitation program, as well as encouraging the participation of bargaining unit members who could be aided by such program.

The Union also acknowledges and recognizes the right of the City to investigate possible alcohol or drug abuse by bargaining unit members and, for reasonable suspicion, to require employees to submit to various specified, approved and recognized medical procedures, in accordance with proper procedure and applicable law, as well as the terms of this Agreement. In this regard, it is understood that the City shall adequately train its supervisory personnel who have authority to investigate the reasonable suspicion standard in detecting symptoms and effects of alcohol and/or controlled substance abuse. This Article in no way establishes or permits random testing of any employee.

Any employee who is tested under the provisions of this Article and whose initial test shows a positive result, such result shall be confirmed by a followup, more extensive

test. No disciplinary action may be taken, unless the initial positive result is confirmed by a second positive finding pursuant to the more extensive testing procedure. A positive result on the second test does not imply that disciplinary action will automatically be taken, but only that an employee may then be subject to disciplinary or other appropriate action. A portion of the original sample must be retained for a period of one (1) year for confirmation at a later date, if requested by the employee. Any additional confirmation tests requested by the employee on the original sample must be paid for by the employee.

While it is understood that the Union is unequivocally opposed to the use of alcohol or drugs in the work place as well as the abuse of such substances under any conditions and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the work place and the proper enforcement of the Department's rules and regulations, the Union, as the bargaining agent of employees covered by this Agreement, in no way relinquishes its rights and obligations to fairly and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited to what the Union may consider as unwarranted or unreasonable investigations, search, or the imposition of discipline.

## ARTICLE XXIX.

### 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 Fireman and Policemen Civil Service Commission, pursuant to Article 1269m, 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 and or the provisions of Article 1269m. 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 set forth in the procedure. In the event the employee or Union fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the

next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

**Section 3. Steps.**

**Step 1** The Union or any employee covered by this Agreement having a matter which is felt to be a grievance shall submit within thirty (30) calendar days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem the grievance in writing to the Union Grievance Committee and simultaneously (by end of next business day) with the Fire Chief. 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. The Union Grievance Committee shall have ten (10) calendar days from receipt thereof in which to act on the grievance. If the Union Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

**Step 2.** If the grievance is believed to exist, the matter shall be submitted to the Fire Chief or his designated representative within ten (10) calendar days of the Step 1 ruling. The Fire Chief or his designee shall respond to the employee's grievance and shall render a decision to the Union

Grievance Committee, in writing, within ten (10) calendar days from receipt thereof.

**Step 3.** If a grievance is not resolved at Step 2, the Union Grievance Committee shall submit the grievance, in writing, to the City Manager or his designated representative within ten (10) calendar days from receipt of the decision at Step 2. The City Manager or his designated representative shall review the matter and shall render a decision in writing to the Union Grievance Committee within ten (10) calendar days.

**Step 4.** If the grievance has not been settled at Step 3, the Union Grievance Committee shall have ten (10) calendar days from receipt of City Manager's decision to submit the matter to arbitration for adjustment.

**Section 4. Arbitration.**

If a grievance is submitted to arbitration, within five (5) business days the City and the Union shall attempt to 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 Federal Mediation and Conciliation Service (FMCS). 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 parties may, by mutual agreement, conduct the hearing in accordance with the standard rules of the FMCS or with rules as mutually agreed upon. 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 or 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.

**Section 5.** 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.

ARTICLE XXX.

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 not inconsistent herewith; however, 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 two (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 grades or all participants with passing grades if only five (5) or less pass, shall be allowed to continue

on to the next phase of the examination process, the Assessment Center Board.

**B. Assessment Center Board - Shall consist of three members as follows:**

1. Two persons from outside the San Antonio 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 (5) years experience in personnel management at an administrative/supervisory level to be selected by mutual agreement of the City and the Union.
3. The City and the Union shall agree on guidelines to be presented to the Assessment Center Board for use in their examination.
4. A minimum score of 70% on the composite factors evaluated by the Board shall be required to pass the Assessment Center Board.
5. 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 result 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 seventy-two (72) hours of the completion of the Assessment Center 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. | Assessment Center Score | - | <u>50%</u> |
|    |                         |   | 100%       |

One point for each year of

service in rank up to a

maximum of 5 points

5

105 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 below the Chief in the chain of authority. At no time will the number of Deputy Chiefs exceed the ratio of one (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 terminated for cause, provided however that such termination shall be subject to appeal as provided in Article 1269m.

**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.

**Section 5. Chief's Review of Promotability.** Notwithstanding the provisions of this Agreement, the parties understand and agree that in considering a Fire Fighter for promotion the Chief shall have all rights and privileges as contained in Article 1269m regarding promotability.

## ARTICLE XXXI.

### FIRE FIGHTER TRAINEES AND FIRE FIGHTER PROBATION

**Section 1.** Persons enrolled in the initial Fire Academy shall hold the position of Fire Fighter 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.

**Section 2.** Upon completion of the Academy, an employee shall be certified as a Fire Fighter and shall hold the rank of Fire Fighter (Probationary) for a period of twelve (12) calendar months commencing from his date of employment. Such probationary period shall be extended by a like period if an employee covered by the provisions of this Article is on leave for a period of thirty (30) consecutive calendar days or more. During this probationary period, excluding time spent as a Fire Fighter Trainee as described in Section 1 of this Article, the employee shall be subject to all provisions of this Agreement and of Article 1269m, with the exception that the Chief, in his sole discretion, shall have the authority to suspend or discharge said employee without appeal through the grievance procedure or to the Fire and Police Civil Service Commission.

**Section 3.** A person who has completed two (2) years service as Fire Fighter shall be eligible for promotion to the rank of Engineer. The two (2) year period required for eligibility on promotions shall commence with the date he entered the Academy.

**Section 4.** The provisions of this Article shall be exempt from the Maintenance of Standards Article IX of this Agreement.

**ARTICLE XXXII.**

**LIMITATIONS 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 XXXIII.

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 XXXIV.**

**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.

ARTICLE XXXV.

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 changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining; however, it is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. Additionally, in the event that any provisions of this Agreement conflicts or is inconsistent with any provision of Article 1269m, 1269p, 1269q, 1269r, of the Revised Civil Service Statutes of Texas, this Agreement shall prevail, notwithstanding any such provision of the Civil Service Statutes.

ARTICLE XXXVI.

DURATION OF AGREEMENT

**Section 1.** Except as specified in Section 3 of this Article, this Agreement shall be effective on the first day of October 1986 and shall remain in full force and effect until the 30th day of September 1988 and shall continue in effect from year to year until replaced by a successor agreement or until terminated by mutual agreement.

**Section 2.** Whenever wages, rates of pay, or any other matter requiring appropriation of money by any governing body are included as a matter for collective bargaining pursuant to this Act, it shall be the obligation of the Association to serve written notice of request for such collective bargaining on the public employer at least 120 days before the conclusion of the current fiscal operating budget.

**Section 3.** In the case of Article XV (Overtime), Section 3, of this Agreement, the effective date shall be January 24, 1987.

In witness whereof, the City, through its Chief Negotiator acting with full authority and in his representative capacity, and the Union's Chief Negotiator acting with full authority and in his representative capacity hereto execute this Agreement on the dates as indicated below:

**FOR THE CITY OF SAN ANTONIO:**

\_\_\_\_\_  
Ben F. Foster, Jr.,  
Chief Negotiator

\_\_\_\_\_  
Louis J. Fox  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS and LOCAL 624:**

\_\_\_\_\_  
Louis Hebert,  
Chief Negotiator

\_\_\_\_\_  
Vernon R. Grams  
President, Local 624

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BY AND BETWEEN  
THE CITY OF SAN ANTONIO  
and  
LOCAL 624, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Effective January 1 of each calendar year, the City shall grant to the President of Local 624 a leave of absence to coincide with his term of office. During such period in which he occupies the position of President, he will be relieved of all duties, responsibilities and obligations as a firefighter for the City of San Antonio. Such leave shall be for the purpose of conducting the affairs and administration of Local 624 and administration the Collective Bargaining Agreement on behalf of Local 624. However, during such period of time, he shall not in any kind or character be involved in or perform work, business, trade or profession for the City, nor shall he be engaged in or about the furtherance of the affairs or business of the City. It is understood and agreed, however, that the City will continue to pay all wages and benefits due the Local President as though he were performing his regular or normal assigned duties in the Department. It is further understood and agreed that he shall suffer no loss of longevity, pension, or other benefits, but shall not accrue annual (vacation) leave and holidays as a result of and during the term of office when on such leave of absence. During the period the President is on this leave of absence, the City will be under no obligation to defend the President in the

event he incurs a charge or a lawsuit pursuant to the provisions of Article V of the parties' Collective Bargaining Agreement.

The parties expressly understand and agree that the provisions of this Memorandum of Understanding and Agreement shall supersede any and all past practices and statutes of Texas including, but not limited to, Article 1269(p) and Article 1269(m).

The parties expressly agree that the provisions of this Memorandum of Understanding and Agreement shall be exempt from the Maintenance of Standards Article of the Collective Bargaining Agreement (Article IX).

In accordance with the provisions of this Memorandum of Understanding and Agreement granting the President of the Union a paid leave of absence, it is understood and agreed that in the case of the present (current) Local 624 President, the City will pay higher class pay (Lieutenant rate) to the Engineer working at the normally assigned station and shift of the President, for the entire term of office of the Local President. It is further understood that the Senior Lieutenant at that duty station shall be paid higher class pay (Captain's rate) for the vacation and holiday time taken by the Engineer who is acting in the Local President's position.

In the event there is a change in the individual serving as Local President of 624 by election, resignation, or otherwise, it is agreed that a similar and applicable agreement will be negotiated to accommodate such change.

FOR THE CITY OF SAN ANTONIO

FOR LOCAL 624:

By: \_\_\_\_\_

Louis J. Fox, City Manager

By: \_\_\_\_\_

Verron R. Grams,  
President

Attachment 1

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO  <b>Request For Ordinance/Resolution</b>	For CMO use only	
<b>Approval</b>			Date Considered	
Finance	Budget		Consent <input type="checkbox"/>	Individual <input type="checkbox"/>
Legal	Coordinator	Item No.		
		Ord. No.		

Date: February 2, 1987	Department: Personnel	Contact Person/Phone # Joseph A. Costantino X8000
Date Council Consideration Requested: February 5, 1987	Deadline for Action:	Dept. Head Signature: <i>Joseph A. Costantino</i>

**SUMMARY OF ORDINANCE**

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

Approval of this ordinance is recommended.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):

Contract signed by other party  
 Yes  No

FISCAL DATA (If Applicable)	Budgetary Implications
Fund No. _____ Amt. Expended _____	Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/>
Activity No. _____ SID No. _____	Positions Currently Authorized _____
Index Code _____ Project No. _____	Impact on future O & M _____
Object Code _____	If positions added, specify class and no. _____

Comments:

Coordinator — White  
 Legal — Green  
 Budget — Canary  
 Finance — Pink  
 Originator — Gold

# CITY OF SAN ANTONIO

## Interdepartment Correspondence Sheet

TO: Mayor and City Councilmembers

FROM: Joseph A. Costantino, Director of Personnel

COPIES TO: File

SUBJECT: APPROVAL OF FIREFIGHTERS' CONTRACT

Date February 2, 1987

### Summary and Recommendations

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

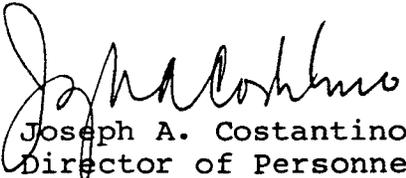
Approval of this ordinance is recommended.

### Policy Analysis

The Firefighters's 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 1.13 million dollars in FY 86-87, and 4.09 million dollars in FY 87-88.

  
Joseph A. Costantino  
Director of Personnel

JAC/mer

Approved:

\_\_\_\_\_  
Louis J. Fox  
City Manager

# CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 44

TO: Mayor and City Councilmembers

FROM: Joseph A. Costantino, Director of Personnel

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SUBJECT: APPROVAL OF FIREFIGHTERS' CONTRACT

Date February 2, 1987

### Summary and Recommendations

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

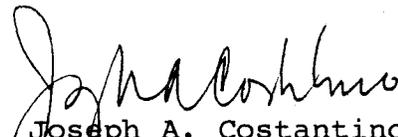
Approval of this ordinance is recommended.

### Policy Analysis

The Firefighters's 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.

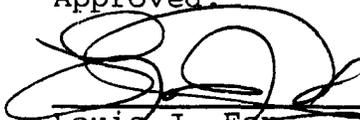
### Financial Analysis

This contract, based on current staffing levels, will cost an estimated 1.13 million dollars in FY 86-87, and 4.09 million dollars in FY 87-88.

  
Joseph A. Costantino  
Director of Personnel

JAC/mer

Approved:

  
Louis J. Fox  
City Manager

February 3rd, 1987

Labor Contract Details: Fire Fighters Local 624

Key elements of the two-year agreement between the City of San Antonio and members of Local 624 of the San Antonio Professional Fire Fighters Association include:

ARTICLE II (Definitions). Whereas the former contract contained no definitions article, terms are defined in the new agreement to clarify "intended meaning" and thus lessen opportunities for grievance and arbitration over mere language. Further, probationary periods for new Fire Fighters are extended and leaves of absence in excess of 30 days are excluded from counting towards successful completion of probationary employment.

ARTICLE VI (Union Activity). The old contract permitted up to 100 persons to act as Union officers and committee members. No number is specified in the new agreement, thus relieving the City from the former effective loss of that much manpower.

ARTICLE VIII (Administrative Leave). The new contract provides administrative leave for the Union President, as opposed to various provisions in the old contract which entitled that individual to time off to perform Union duties. The City is no longer obligated or liable for the Union President's actions, nor for worker's compensation, during his administrative leave.

Fire Fighters Labor Contract Details (cont'd)

ARTICLE IX (Maintenance of Standards). While the maintenance of standards provision has not been entirely eliminated, it is now limited in application to those standards in effect as of the date of the agreement. Therefore, standards in effect in prior years are no longer applicable and cannot be the basis for grievances entitling Union members to additional compensation, time off or other benefits.

ARTICLE X (No Strike). Although by public law public employees are not at liberty to strike, the prior agreement did not include a "No Strike" clause; the City, therefore, could not sue for breach of contract and receive damages as a result of an unlawful strike. This has been rectified in the new contract.

ARTICLE XI (Non-Discrimination). The City's rights and obligations toward minorities, women and handicapped persons were not recognized in the old contract (thus hampering its ability to comply with internal affirmative action programs), nor was the Union obliged not to discriminate against these persons. This too has been rectified in the new agreement.

ARTICLE XV (Overtime). The City will now pay overtime based on a 53-hour work cycle. It will no longer pay overtime based

Fire Fighters Labor Contract Details (cont'd)

upon hours not actually worked, as in the previous agreement, and overtime pay will only be <sup>paid</sup> to Fire Fighters who actually work their entire schedule of two consecutive weeks. Any absences occurring within the two week period (i.e., sick leave, comp time, injury leave, etc.) will no longer entitle Fire Fighters to overtime premiums; they must now work the entire 106 hours in the 14 day period for such entitlements.

ARTICLE XVI (Hours). Unlike the old agreement, the Chief is now permitted the right to implement necessary work schedules to staff computer-aided dispatch (trunking "800"). This does not effect the Chief's ability to change schedules during the Contract with 60 days' notice.

ARTICLE XVIII (Vacations). The old contract was the basis for many grievances as to vacation accrual schedules. The new contract has been completely reworded to eliminate those possibilities.

ARTICLE XX (Bereavement Leave). An often abused provision in the former contract, the new agreement now permits the Chief wide discretion in questioning bereavement leave. Further, a "good cause" standard has been implemented before granting an

Fire Fighters Labor Contract Details (cont'd)

additional two days off (one day for office employees) under certain circumstances and does not permit payment of bereavement leave while the employee is on military leave (the old agreement provided for both compensations).

ARTICLE XXIV (Sick Leave). Undocumented absences during each calendar year have been reduced from eight to six days before a return to work certificate signed by a physician is required.

ARTICLE XXVII (Misc.). 1. The City is now permitted to pay Fire Fighters on the same day as other City employees, rather than in advance. 2. Rights for reimbursement of mileage now require turning in expense vouchers each quarter. 3. Employees and the Chief are now permitted to relinquish accumulated vacation time or holiday time to work off suspension.

ARTICLE XXVIII (Drugs and Alcohol). For the first time, the City is permitted to require an employee to submit to a urinalysis examination on a "reasonable suspicion" standard.

The foregoing addresses key articles only; a complete draft of the new contract is available in the City Manager's office.