

1st collective bargaining
agmt

JT:dc
7-7-75

AN ORDINANCE **45470**

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO AND INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS LOCAL 624 IN
ACCORDANCE WITH THE FIRE AND POLICE EMPLOYEE
RELATIONS ACT.

* * * *

WHEREAS, the City of San Antonio has bargained in good faith with the International Association of Fire Fighters Local 624 in accordance with the provisions of the Fire and Police Employees Relations Act, and in accordance with bargaining rights granted Local 624 by the Citizens of San Antonio through referendum, and

WHEREAS, an agreement has been reached between the two bargaining teams on twenty-four (24) of twenty-six (26) items, with the unresolved demands being as follows:

WAGES

The City shall grant a six (6) percent across-the-board salary increase to all Firefighter classifications effective on the first pay period beginning on or after August 1, 1975.

The City shall grant a two (2) percent across-the-board increase to all Firefighter classifications, effective on the first pay period beginning on or after February 1, 1976.

In the event, other City employees receive a cumulative increase greater than eight (8) percent, the Firefighters shall be granted the equivalent percentage increase.

PARKING

The City shall provide without cost to the employees assigned to Fire Station Number 1, Fire Alarm, and Emergency Medical Service Dispatching, adequate parking space adjacent to or near those work locations.

and,

WHEREAS, these unresolved issues will ultimately be resolved by a Local District Court and will be binding upon the City, and

WHEREAS, the effective date of this agreement is to be August 1, 1975 and the expiration date is July 31, 1976; NOW THEREFORE:

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

The City Manager is hereby authorized to execute a collective bargaining agreement in behalf of the City with the International Association of Fire Fighters Local 624. A copy of said agreement is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 10th day of July, 1975.

Richard J. Jaramila
MAYOR
PRO TEM

ATTEST: *J. H. Duellman*
City Clerk

APPROVED AS TO FORM: *J. M. Jarmila*
City Attorney

75-39

AN AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO
AND
LOCAL 624
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

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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 Fire Fighters (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 Fire Fighters 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 Fire Fighters. Therefore, this agreement is intended to be in all respects in the public interest.

ARTICLE 1 - DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of August, 1975 and shall remain in full force and effect until the 31st day of July, 1976.

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - PAYROLL DEDUCTION OF DUES

The City agrees to deduct on the first period of each month, dues and assessments, in the amount certified to be current by the Financial Secretary of the Union and verified by the Director of Finance from his records, from the pay of those employees who individually request in writing that such deduction be made. The total amount of deductions shall be remitted, each month, by the City to the Financial Secretary of the Union.

ARTICLE 4 - LIMITATION ON UNION ACTIVITY

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

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

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

Union Negotiating Committee members who work a regularly scheduled 40-hour week will be given time off with pay for the purpose of attending bargaining sessions. Union Negotiating Committee members who are assigned fire fighting duties and/or who work shift work will be given time off with pay for the purpose of attending bargaining sessions, provided that the number of such committee members does not exceed three (3) at any one time.

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

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

ARTICLE 5 - MAINTENANCE OF STANDARDS

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

THE UNION UNDERSTANDS AND AGREES THAT:

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

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

At the beginning of this agreement, the City shall appoint two members and the Union shall appoint two members to a committee to review, revise

and update the City of San Antonio Fire Department Rules and Regulations, Special Directives and Administrative Orders. The committee shall be advisory in nature, but may offer additions, deletions or revisions to the existing Rules and Regulations, Special Directives and Administrative Orders. The committee shall meet at times and places authorized by the 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.

Within the intent of this Article, 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 - NON-DISCRIMINATION

The Union agrees that no action will be taken by the Union which constitutes discrimination under Title VII of the Civil Rights Act, i.e., no Union member or member of the Fire Department who is eligible for membership will be discriminated against because of race, color, sex, religion, age or national origin; and, the provisions of this agreement shall be applied equally to all employees covered by the agreement.

ARTICLE 9 - NO STRIKE PLEDGE

The Union pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. It shall not cause, counsel or permit its members, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal function of the department.

ARTICLE 10 - APPENDICES AND AMENDMENTS

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

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

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

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

Step 1 - The Union Grievance Committee, upon receiving a written and signed grievance form, shall determine if a

grievance exists. If in their opinion no grievance exists, no further action is necessary.

Step 2 - If a grievance does exist, it shall be presented in writing to the Chief of the Fire Department for adjustment.

Step 3 - If within five (5) business days the grievance has not been settled, it shall be submitted to the City Manager for adjustment.

Step 4 - If within seven (7) business days the grievance has not been settled, it shall then be submitted to arbitration for adjustment. Since the City may also grieve against the Union, any grievance by the City against the Union will be filed directly with the President of the Union; and, if not settled within seven (7) business days may be submitted to arbitration for adjustment.

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

ARTICLE 12 - AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES, REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFERS, ANNEXATION, AND LOCATION

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

ARTICLE 13 - 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 14 - WAGES

The following differentials shall be maintained between classifications:

- 10 percent between Firefighter and Engineer
- 15 percent between Engineer and Lieutenant
- 15 percent between Lieutenant and Captain
- 15 percent between Captain and District Chief
- 15 percent between District Chief and Assistant Chief

WAGE SCALES - UNRESOLVED

ARTICLE 15 - CALL BACK PAY

All employees covered by the terms of this agreement who are called back to duty from off duty shall be paid at least two (2) hours

minimum at 1.5 the basic rate of pay.

ARTICLE 16 - HOURS

PART 1 - FIRE ALARM AND EMERGENCY MEDICAL SERVICE DISPATCHING EMPLOYEES

Employees assigned to Fire Alarm and Emergency Medical Service Dispatching shall work the following regular hours effective on the first pay period beginning on or after August 1, 1975, with the exception of the District Chief assigned to Fire Alarm:

1. An average 40-hour work week.
2. The work week is seven (7) consecutive 24-hour periods beginning at 8:00 A.M. on Sunday and ending at 8:00 A.M. the following Sunday.
3. The work period is four (4) consecutive weeks or 28 days beginning at 8:00 A.M. Sunday and ending 28 days later.
4. The work shift shall begin at 8:00 A.M. and end the following day at 8:00 A.M., consisting of 24 consecutive hours. During the regular schedule, in order to average a 40-hour work week, it is necessary for one (1) work shift to consist of 16 consecutive hours, beginning at 4:00 P.M. and ending at 8:00 A.M. the following day. One (1) work shift equals two (2) working days.
5. The regular schedule shall consist of four (4) days with the employee working 24 consecutive hours on duty, followed by 72 consecutive hours off duty, and at that time, the schedule repeats. Once during the four (4) week work period, the employee shall work one (1) 16 consecutive hour shift instead of a 24 consecutive hour shift. The 16 consecutive hour shift shall be limited to Monday through Friday, determined by seniority in the Fire Department, with Saturday, Sunday and holidays excluded as 16 consecutive hour shift days.

40-HOUR WORK WEEK: SCHEDULE FOR ONE EMPLOYEE

<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
16	8	Off	Off	8	8	Off
Off	16	8	Off	Off	16	8
Off	Off	16	8	Off	Off	16
8	Off	Off	16	8	Off	Off

PART 2 - SPECIFIED EMPLOYEES IN THE FIRE DEPARTMENT REPAIR SHOPS

Employees assigned to the Fire Department Repair Shops who may be called back to duty in the event of a vehicle breakdown or other responsibilities of the Shops during off-duty hours shall work the following regular hours effective on the first pay period beginning on or after August 1, 1975:

1. Four (4) 40-hour work weeks, Monday through Friday, and one (1) 32-hour work week, Monday through Thursday and at that time, the schedule repeats.
2. The work day shall begin at 7:45 A.M. and end at 4:30 P.M. each work day, with 45 minutes for lunch, and two (2) 15-minute breaks, one (1) in the morning and one (1) in the afternoon.

SHOP SCHEDULE FOR ONE EMPLOYEE

<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Off	8	8	8	8	8	Off
Off	8	8	8	8	8	Off
Off	8	8	8	8	8	Off
Off	8	8	8	8	8	Off
Off	8	8	8	8	Off	Off

ARTICLE 17 - 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 18 - SICK LEAVE

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

ARTICLE 19 - DEATH IN THE FAMILY

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) working days off with pay plus one additional working day off with pay at the discretion of the City Manager. The immediate family shall be defined as the employee's Mother, Father, Husband, Wife, Child, Brother, Sister or other members of the immediate household. The Mother-in-law and Father-in-law of the employee are included.

ARTICLE 20 - WORKING OUT OF CLASSIFICATION

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

ARTICLE 21 - HOLIDAYS

All employees covered by this agreement shall be granted the same legal holidays observed by the City, but in no case less than 10 days.

ARTICLE 22 - CLOTHING ALLOWANCE

Each employee shall receive a clothing allowance of \$200.00 per year payable quarterly at \$50.00, for payment on or before:

October 31, 1975
January 31, 1976
April 30, 1976
July 31, 1976

In addition to the clothing allowance, each new employee shall receive an initial allowance of \$200.00 from the City.

ARTICLE 23 - RECLASSIFICATION

The positions now classified "Firefighter" shall be reclassified "Engineer" for the drivers of the District Chiefs' automobiles.

ARTICLE 24 - PARKING

Unresolved

ARTICLE 25 - 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.

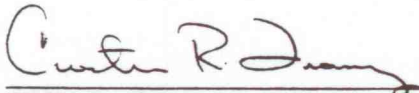
ARTICLE 26 - SAVINGS CLAUSE

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

IN WITNESS WHEREOF, WE THE CITY'S
CHIEF NEGOTIATOR AND THE CHAIRMAN,
NEGOTIATING COMMITTEE, LOCAL 624, I.A.F.F.

HERETO HAVE SET OUR HANDS
THIS 8th DAY OF July, 1975.

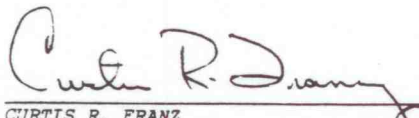
FOR THE UNION:

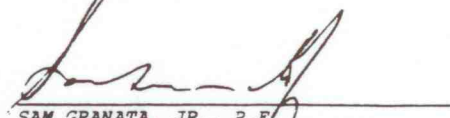

CURTIS R. FRANZ
CHAIRMAN, NEGOTIATING COMMITTEE

FOR THE CITY:


CLAUDE C. McRAVEN
CHIEF NEGOTIATOR

The foregoing agreement approved this 11th day of July, 1975.


CURTIS R. FRANZ
PRESIDENT, LOCAL 624, I.A.F.F.


SAM GRANATA, JR., P.E.
CITY MANAGER

ATTACHMENT NO. 1

EXPEDITED LABOR ARBITRATION RULES

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

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