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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 terms and 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 Chapter 143 of the Local Government Code.
- 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, and/or, of any state or federal statute, rule, or regulation dealing with the employer/employee relationship, except as otherwise provided for herein.
- 9. "Probationary Period" means the twelve (12) 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 Chapter 143 of the Local Government Code.
- 10. "Regular Rate of Pay" means an employee's salary plus longevity, incentive, educational, and/or assignment pay.
- 11. "Chapter 143 of the Local Government Code" means Vernon's Texas Code Annotated, Local Government Code, Title 5, Matters Affecting Public Officers and Employees, Chapter 143, Municipal Civil Service.
- 12. "Base Pay" means an employee's monthly salary as shown in Article XIII of this Agreement.

- 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 and/or the terms of this Agreement.
 - C. Suspend or discharge employees for just cause, subject to Civil Service regulations and/or the terms of this Agreement.
 - D. Maintain the efficiency of governmental operations.
 - E. Relieve employees from duties due to lack of work, subject to Civil Service regulations and/or the terms of this Agreement.
 - F. Utilize the Fire Department in emergency situations to protect life and property.

MANAGEMENT RIGHTS

ARTICLE III

- 13. "Employees' Anniversary Date" shall mean the employee's date of employment (in the Academy) in the Department.
- 14. "Gender". Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

reasonable Rules and Regulations, Special Directives and Administrative Orders to
Section 1. The Union recognizes the City's right to establish and enforce

RULES AND REGULATIONS, SPECIAL DIRECTIVES AND ADMINISTRATIVE ORDERS

ARTICLE IV.

to which by law it is their responsibility to enforce.

C. 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

any objections they have with the City Manager and the City Council.

transfer they will meet and confer with the Union and that the Union may register

organization whatsoever. However, the City does agree that prior to any such

any prior negotiations or the consent of any group, organization, union or labor

conducted by it to another unit of government, and such transfer shall not require

B. The City shall have exclusive authority to transfer any City operation now

organization of the City, shall be performed by the employees.

the present mission and concept of the Fire Department, as a public safety

specifically described; nevertheless, it is intended that all such duties relating to

A. Every duty connected with operations enumerated in job descriptions is not always

THE UNION UNDERSTANDS AND AGREES THAT:

are to be carried out.

H. Determine the methods, processes, means, and personnel by which operations

terms of this Agreement.

sworn Fire Fighter. Civilians performing such duties are not subject to the

G. Use civilians in the Fire Department to perform duties which do not require a

B. The City shall be obligated to provide each station and employee with a copy of the Rules and Regulations of the Department finally approved by the "Civil Service Commission". As Rules and Regulations, Special Directives, Temporary Orders, and/or Administrative Orders are promulgated and/or amended from time to time hereafter, said Rules and/or amendments shall be

action.
by an employee of the Department shall constitute "cause" for disciplinary Rules and Regulations. The violation of one of said rules and/or regulations approved by the Civil Service Commission shall supersede all Department rules and regulations of the Department submitted by the Chief to and Regulations, the Committee shall recommend the same to the Chief. These Agreement. Once this committee has drafted the final Rules and dissolved effective one (1) calendar year from the date of the signing of this committee and its functions to redraft said Rules and Regulations shall be revision and redrafting of the Department's Rules and Regulations. This A. The parties have established a joint committee which is undertaking the

Section 2.

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

as further authorized by the City Manager or the Fire Chief.
shall not conduct Union business on City time except as specified by this Agreement or
Section 1. Union Activity on Department Property. Union members or officers

UNION ACTIVITY

ARTICLE VI

23, 1986, incorporated as Attachment "1".
City guidelines as adopted and approved under City Ordinance No. 62206 dated January
lawsuit as a result of the lawful performance of his duties pursuant to the provisions of
The City will defend in or out of court any Fire Fighter who incurs a charge or

CITY PROTECTION FOR FIRE FIGHTERS

ARTICLE V.

Maintenance of Standards as provided for elsewhere herein.
Service Commission shall be made a part hereof and therefore not subject to
Department and/or amendments thereto that are hereinafter approved by the Civil
Section 3. It is mutually agreed by the parties that the rules and regulations of the
provided.

employee shall obtain the employee's initials indicating that a copy has been
officer who, when providing a copy of said amendment or rule to the
Union. Acknowledgement of receipt shall be the burden of the superior
and/or regulations will be provided to the affected employee and to the
in rank and, thereafter, a copy of such new directive, rule, special order
communicated to the employees at a briefing of employees by their superiors

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. The Union will be allowed a scheduled four (4) hour orientation class with Fire Cadets within the first two (2) weeks of entering the Fire Academy. The Union shall submit an outline of their presentation to the Chief in advance.

Section 2. Negotiating Committee. A maximum of three (3) members of the Union Negotiating Committee shall be granted time off with pay (excluding additional 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.

The City shall grant administrative leave up to a maximum of four hundred eighty (480) hours per fiscal year to those individuals selected by the Union for the purpose of attending seminars, workshops, and conventions at any given time upon the request of the Union President. The Union shall notify the Chief at least seven (7) calendar days in advance as to the dates and identity of individual members participating in such seminars, workshops, and conventions designated by the Union. A Fire Fighter on such administrative leave will be compensated at his regular rate of pay and is entitled to no additional compensation. The Fire Chief, when properly notified, shall grant said own time away from Fire Department premises.

Nothing in this Article is intended to restrict or prohibit employees from attending meetings, conventions, conferences, seminars or other Union functions on the employees' Board members in the event of an overriding emergency as declared by the Chief.

The Union shall also assure the emergency response capability of said Executive year.

granted to said Executive Board members collectively exceed fifteen (15) occasions per members. In no event, however, shall the total number of occasions where time off is such meetings occur on the regularly scheduled work shift of said Executive Board time off with pay for the purpose of attending regularly scheduled Union meetings, when

Section 4. Other Activities. Any Union Executive Board member will be granted.

private organizations.

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

Section 3. City Facilities. Nothing in this Article is intended to prohibit or

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.

provisions of the following paragraphs:

- i. Union endorsements of political candidates shall be in accordance with the
- h. Shall not contain any personal caricatures.
- g. Minutes of Union meetings which do not violate the provisions of the
- f. Legislative enactments and judicial decisions affecting employees.
- e. International Association of Fire Fighters and State Association Notices.
- d. Reports of Union Committees.
- c. Union Elections.
- b. Union Meetings.
- a. Recreation and Social Affairs.

following paragraph.

following notices:

Department bulletin board at each location. These boards shall be used only for the

Section 5. Bulletin Boards. The City shall allow the Union to use the Fire

affect the welfare of the citizens of San Antonio. impair the operations of the Department, or where the granting of same would adversely administrative leave, except in the instances of emergencies, or where the same would

single authorization shall be utilized for all deductions of the death benefit. By-laws of the Union and are voluntarily and individually authorized by the member. A deduct special assessments which are duly authorized pursuant to the Constitution and Section 2. With the sole exception of the Union's death benefit, the City shall amount.

following notification of approval, the City shall change dues deductions to the notified Finance in writing of any certified dues increase election. Within thirty (30) days pursuant to state law. The President and Financial Secretary shall notify the Director of with the Constitution and By-laws of the Union and shall be authorized by each member Secretary of the Union and the Director of Finance. Dues shall be set in accordance each member of the Union in the amount certified to be current by the Financial Section 1. The City agrees that on each pay day, it shall deduct Union dues from

PAYROLL DEDUCTION OF DUES

ARTICLE VII

announcement complies with the provisions of Section 5 above. Chief or his designee, which approval shall not be unreasonably withheld if the Meetings, Special Announcements, etc. All announcements shall first be approved by the allowed use of these medias for the purposes of pertinent information, i.e., Union Section 6. Radio, MDT, and Electronic Mail Announcements. The Union will be procedure.

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

The Fire Chief reserves his existing authority to revoke special assignment for the Union President during emergencies or when the welfare of the citizens of San Antonio is placed in jeopardy. The Union President, as part of his Union duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak, visit with the

The City agrees that the President of the Union will be placed on special assignment during the term of his presidency. The special assignment will give the Union President the latitude to deal with the duties of his presidency while retaining the privileges of his employment, while the Fire Chief retains the right to recall him to duty during an emergency or special event involving an overriding need for the protection of the citizens of San Antonio. [

SPECIAL ASSIGNMENT OF ASSOCIATION PRESIDENT

ARTICLE VIII

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.

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.

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

NO STRIKES, NO LOCKOUTS

ARTICLE X.

All standards, privileges and working conditions enjoyed by the City of San Antonio Fire Fighters on October 1, 1988, which are not included in this Agreement shall remain unchanged for the duration of this Agreement.

MAINTENANCE OF STANDARDS

ARTICLE IX.

men and women who are members of the Union, as well as to tour existing fire facilities and to review existing equipment toward the goal of improving the quality of worklife for the Fire Fighters of the City of San Antonio whom he represents. In addition, he will participate as the duly-elected representative of men and women of the Union in any discussion that may affect the quality of worklife, health, and well-being of any Union member. [It is understood that the President of the Union shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. Provided, however, the President shall be entitled to educational and/or certification pay, if applicable, but shall not be entitled to premium assignment or incentive pay (i.e., overtime) unless directed by the Chief to perform Fire Fighter duties that call for payment of said premium pay.] When the term of the President expires, the President shall be eligible to return to his previously-assigned shift and duty assignment, provided any certificate that is required has been maintained.

In addition to the establishment of committees, the Chief and the President shall be at liberty to discuss pending grievances and/or issues of mutual interest and/or committee, and an equipment committee.

In addition to such other committees as they shall choose to establish, there shall be maintained a vehicle accident committee, joint occupational safety and health necessary committees with specific goals and objectives of mutual benefit and concern. They shall be authorized to jointly appoint health and safety, and other such matters. requested by either) for the purpose of conferring over issues relating to labor relations, The Chief of the Department and the President of the Union shall meet monthly (if

LABOR MANAGEMENT RELATIONS

ARTICLE XII

Section 1. 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.

Section 2. Alleged violations of Section 1, as well as claims of discrimination made under Federal and/or State law, shall not be subject to the grievance/arbitration procedures of this Agreement.

NON-DISCRIMINATION

ARTICLE XI

the City. The City shall not lock out any employee. interfere with or impede the performance of the employees' duties as an employee of

concern, even where the same involves an individual claim or claims of one or more

employees of the Department.

Any committees designated shall meet at times and places authorized by the Chief

so as to cause the least possible interference with existing duties. The work of said

committees 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 employees shall attend on their own time.

ARTICLE XIII.

WAGES

Section 1. Employees in the following classifications shall receive the following

monthly base salaries, effective October 1, 1988:

CLASSIFICATION

MONTHLY SALARY

FIRE FIGHTER --Beginning of probation through

\$2,182.00

FIRE FIGHTER --Beginning the nineteenth month

2,422.00

of employment through 60th month

FIRE FIGHTER --Beginning 61st month

2,468.00

ENGINEER -- Promotion through 60th month

2,654.00

ENGINEER -- Beginning 61st month

2,705.00

LIEUTENANT -- 3,337.00

ENGINEER -- Beginning 61st month 2,975.00

ENGINEER -- Promotion through 60th month 2,919.00

FIRE FIGHTER -- Beginning 61st month 2,715.00

FIRE FIGHTER -- Beginning the nineteenth month of employment through 60th month 2,664.00

FIRE FIGHTER -- Beginning of probation through eighteenth month of employment \$2,400.00

MONTHLY SALARY

CLASSIFICATION

monthly base salaries, effective October 1, 1991:

Section 2. Employees in the following classifications shall receive the following

* ASSISTANT CHIEF -- 4,550.00

DISTRICT CHIEF -- 3,970.00

CAPTAIN -- 3,469.00

LIEUTENANT -- 3,034.00

hours.

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.

OVERTIME

ARTICLE XIV.

per year of service payment called for in Chapter 141.032 Local Government Code. dollar (\$8.00) payment as noted herein shall be in lieu of the four dollar (\$4.00) per month (\$8.00) interim monthly adjustments will not increase any fifth year levels. The eight an eight dollar (\$8.00) increase in his longevity pay per month, and the eight dollar each Fire Fighter's anniversary date which is not a multiple of five (5), he shall receive veteran would receive an additional payment not to exceed eighteen percent (18%). On five (5) years of his longevity, to a maximum of thirty (30) years, i.e., a thirty-year schedule, each Fire Fighter's base pay shall be increased by three percent (3%) for each Effective beginning October 1, 1990, in addition to wages as set forth in the pay

Section 3. Longevity.

* Non-Appointed Assistant Chiefs

5,005.00

* ASSISTANT CHIEF --

4,367.00

DISTRICT CHIEF--

3,816.00

CAPTAIN --

Under a twenty-one (21) day cycle, each employee shall lose no more than twenty-seven (27) hours of overtime pay per year as a result of scheduled vacation leave being counted as productive time for F.L.S.A. purposes.

three week gross regular salary.

worked in excess of 159 hours times the quotient of 159, divided into the employees receive overtime pay based on the following: 1.5 times the number of hours actually of one hundred fifty nine (159) during the twenty-one (21) day cycle, that employee shall for each additional hour, or portion thereof, actually worked by said employee in excess of one hundred fifty nine (159) hours per twenty-one (21) day work cycle. Accordingly, receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess shall be assigned a fifty-six (56) hour work week schedule. All of these employees shall **Section 4.** Effective beginning January 6, 1990, all Fire Suppression employees

106 divided into the employees two week gross regular salary.

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

rate of time and one-half (1-1/2) for all hours worked over two (2) hours.

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

A. An average 42 hours work week.

Fire Alarm shall work the following regular hours.

Alarm. Emergency Medical Technicians and Emergency Medical Service Dispatchers and

Section 2. Emergency Medical Technicians (Regular), EMS Dispatchers and Fire

the change of hours.

opportunity to meet and confer with the Chief and register any objection it may have to and the Union. During a sixty (60) day notification period, the Union shall be given the provided herein. Any additional changes must be by mutual consent between the City 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 for the employees covered by this Agreement and shall remain in effect, except that the

Section 1. General. The following shall be the regular established work schedule

HOURS

ARTICLE XV.

be subject to ratification votes by the City Council and the Union members.

over those subjects. It is understood that anything agreed to during such re-opener shall shall meet within sixty (60) days following such notice to begin conferring and bargaining January 1, 1991, and March 31, 1991. If either party so notifies the other, the parties

Section 4 of this Article, they shall give notice thereof to the other party between

Section 6. Should either party desire to re-open on the subjects embodied in

paid. In no event shall overtime or premium compensation be pyramided.

applicable to the same hours of work, only the higher rate(s) of compensation shall be

Section 5. When two or more types of overtime or premium compensation are

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

Vacation scheduling must be equalized throughout the year.

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.

leave, etc.).

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

| | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| S | M | T | W | T | F | S |
| 17 | 7 | OFF | OFF | OFF | 17 | OFF |
| OFF | 17 | 7 | OFF | OFF | OFF | 17 |
| OFF | OFF | 17 | 7 | OFF | OFF | OFF |
| OFF | OFF | OFF | 17 | 7 | OFF | OFF |
| OFF | OFF | OFF | OFF | 17 | 7 | OFF |

42 Hour Work Week - Schedule for One Employee

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.

A. A forty (40)-hour, ten (10)-hour-per-day, four (4)-day work week.
 B. Said work week to consist of three (3) shifts consisting of the day shift, evening shift, and dog watch. The hours of the day shift shall begin at 7:00 a.m. and shall end at 5:00 p.m. The hours of the evening shift shall begin at 10:00 a.m. and end at 8:00 p.m. The hours of the dog watch shift shall begin at 7:00 p.m. and shall end at 5:00 a.m.

Arson who shall work a forty (40) hour, five (5)-day work week:
 the following regular hours, with the exception of the Captain and Lieutenant assigned to
 Section 5. Arson Employees. Employees assigned to the Arson Division shall work

| | | | | | | |
|-----|----|-----|-----|----|----|-----|
| S | M | T | W | T | F | S |
| 12 | 12 | OFF | 12 | 12 | 12 | 12 |
| OFF | 12 | 12 | OFF | 12 | 12 | OFF |

56 Hour Work Week - Schedule for One Employee

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

Section 4. Fire Fighting. Employees assigned to the Fire Fighting Division, or
 afternoon.

(45) minutes for lunch, and two (2) 15 minute breaks, (1) in the morning and one (1) in the

B. Employees assigned or detailed to specialized training, i.e., HazMat, National Fire Academy, E.M.T., etc., shall not lose any of their standard rate of pay, Act.

A. Employees assigned or detailed to Emergency Medical 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 in accordance with the provisions of the Fair Labor Standards

Section 6. Employees Assigned to Specialized Training.

Chief pursuant to Section 1 of this Article.

F. The schedule provided herein may be changed or modified, provided the Chief and a majority of the employees assigned to Arson agree to the same. Such change shall not constitute the one (1) change permitted to be made by the

E. In the event an arson investigator is required when none is scheduled or when the scheduled personnel are not available to respond, he shall be called back to work on a rotating basis and compensated as specified by this Agreement.

D. Employees assigned to Arson shall be allowed a thirty (30) minute lunch break. While on this lunch break, the employee 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 nor shall it be the basis for a grievance.

repeats.

C. Each employee shall work each schedule for two (2) consecutive weeks and will then rotate to the next shift for a like two-week period, then to the third shift for a like two-week period. At the end of the sixth week, the schedule

between the City and the Union.

Section 9. The provisions of this Article can be changed by mutual agreement

accrue to any individual transferred in conformance with this section.

he must report for duty on the new schedule to which he is assigned. No overtime shall hours off from the time he completes his last shift on his original schedule until the time twenty-four (24) hour shift to eight (8) hour shift) shall have a minimum of eighteen (18) transferred and, as a result, changes from one shift assignment to another (e.g.,

Section 8. Transfer from One Shift Schedule to Another. An employee who is

afternoon.

lunch and two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the beginning at 7:45 a.m. and ending at 4:30 p.m. each day, with forty-five (45) minutes for shall work the following hours: A forty (40) hour work week, Monday through Friday, Fire Prevention and all other uniformed employees not specifically mentioned before

Section 7. Fire Prevention, Airport Coordinator, and Other Uniformed Employees.

(40) hour work week.

C. Employees assigned or detailed to Paramedic Training are considered part of the E.M.S. Division and are covered by FLSA guidelines relative to a forty

most expedient mode) and class time required while on specialized training. will be adjusted to compensate for reasonable travel (most direct route and may not exceed current F.L.S.A. cycle average and such employees' schedule i.e., F.L.S.A. overtime, as per their regular assignment. Total hours worked

his return to duty.

For that shift, he must provide a return-to-work certificate signed by a physician upon holiday. If a person requests annual leave and is denied and the employee calls in sick Suppression and one in EMS), with the exception of holidays or the day before or after a be a maximum of the three (3) employees allowed off per shift (two (2) in Fire 450's office for those assigned to Fire Suppression and 800's office for EMS). There will Selection will be made on a first-come, first-served basis, by log date and time entry (in apply in writing no less than five (5) calendar days, prior to the shift being taken. (3) shifts. This leave is to be taken from his scheduled vacation. An employee must

Section 2. An employee may request from his accrued vacation leave, up to three

| | | |
|---|---|---------|
| Beginning of Probation thru 14 years of completed Service | - | 15 days |
| Beginning 15th year thru 19th year of completed Service | - | 18 days |
| Beginning 20th year of Service | - | 20 days |

previously borrowed.

Section 1. The following is a vacation accrual schedule which shall be implemented for employees covered by this Agreement: Effective January 1, 1990, employees will have accrued vacation days according to the following schedule, minus any vacation days

VACATIONS

ARTICLE XVII

classification rate of pay for actual time worked in that classification.

An employee who works in a higher classification shall be paid at the higher

WORKING OUT OF CLASSIFICATION

ARTICLE XVI

requests or use of bereavement leave to deny any employee such bereavement leave
Section 3. The Chief shall have discretion in cases that are found to be fraudulent
in this Article.

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

father-in-law, grandchildren, or other members of the immediate household.
spouse, child, brother, sister, grandmother, grandfather, mother-in-law, and
The immediate family shall be defined as the employee's mother, father, legal

following the death.

B. Other employees shall be granted three (3) consecutive working days off

following the death.

forty-two (42) hour work week shall be granted two (2) consecutive shifts off

A. Employees working Fire Suppression, Fire Alarm, and EMS employees working

otherwise assigned to duty, the employee shall be granted time off with pay as follows:

Section 1. In the event of death in the immediate family of an employee who is

BEREAVEMENT LEAVE

ARTICLE XIX.

policy.

holidays. All holidays shall be accrued and taken in accordance with departmental

All employees covered by this Agreement shall be granted twelve (12) legal

HOLIDAYS

ARTICLE XVIII.

provided, however, that such denial shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XX.

CLOTHING ALLOWANCE

Section 1. Effective upon the execution of this Agreement, each employee shall receive a clothing allowance of \$500.00 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 2. Effective October 1, 1989, each employee shall receive a clothing allowance of \$600.00 per year, payable quarterly at \$150.00 per payment on or before December 31, March 31, June 30, and September 30 of each fiscal year.

Section 3. Effective October 1, 1990, each employee shall receive a clothing allowance of \$900.00 per year, payable quarterly at \$225.00 per payment on or before December 31, March 31, June 30, and September 30 of each fiscal year.

Section 4. Effective October 1, 1991, each employee shall receive a clothing allowance of \$1200.00 per year, payable quarterly at \$300.00 per payment on or before December 31, March 31, June 30, and September 30 of each fiscal year.

Section 5. As a substitution for the initial \$500.00 clothing allowance 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.

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per month incentive during their active assignment.
personnel assigned to the Hazardous Material (Haz-Mat Team) shall receive a \$100.00
Section 2. HAZ-MAT Incentive. Effective with the signing of this Agreement,
of the City.

Payments called for hereunder shall be made in accordance with current payroll policies
the educational incentive payments until the beginning of the following fiscal year.
Employees receiving degrees after October 1 of each year shall not be eligible for
(\$250.00) per month thereafter for the duration of this Agreement.

B. Those Fire Fighters holding a Bachelor's Degree shall receive fifty dollars
(\$50.00) per month through September 30, 1989, and two hundred fifty dollars
dollars (\$150.00) per month thereafter for the duration of this Agreement.

A. Those Fire Fighters holding an Associate's Degree shall receive twenty-five
dollars (\$25.00) per month through September 30, 1989, and one hundred fifty
shall determine the appropriateness of the degree and such determination shall be final.

and shall have some relevance to the job performance of the employment. The Chief
educational incentive pay. The degrees shall be from an accredited learning institution
Section 1. Educational. Fire Fighters holding certain college degrees shall receive

INCENTIVE PAY

ARTICLE XXII

near those work locations.

Number 1, Fire alarm, Arson, and EMS Dispatch, adequate parking space adjacent to or
The City shall provide, without cost to the employees assigned to Fire Station

PARKING

ARTICLE XXI

These amounts shall be paid the Paramedic for so long as the individual is employed by the Department and actually works as a Paramedic in EMS or Aviation. Should a Paramedic transfer or be assigned to a position outside of EMS and/or Aviation and yet

| | |
|--|--------------------|
| Beginning 9th year of service as a Paramedic | \$250.00 per month |
| Beginning 5th year thru 8th year of service as a Paramedic | \$200.00 per month |
| Beginning of assignment thru 4 years of service as a Paramedic | \$150.00 per month |

service as a Paramedic with the City:

and/or Aviation shall receive the following incentive payments based upon years of completed a City-approved course of instruction as Paramedics and who work in EMS Agreement, all employees who are certified by the State and as a result of having Section 5. Paramedic Certification Pay. Beginning upon the execution of this

training in order to best accomplish this mission.

City. The Chief shall have the right to adjust work schedules of employees receiving certification. Training will be offered in order of seniority and will be paid for by the employment date was prior to 1/1/79, or who do not currently possess an E.M.T. 1989, the City shall train sixty (60) employees in E.M.T. certification whose initial

Section 4. E.M.T. Training for Non-Certified Employees. Beginning October 1,

long as certification is maintained. *and current management agrees (Frank Response)*

City-approved course of instruction shall receive a \$50.00 per month incentive for as an E.M.T. certificate obtained from the State and as a result of having completed a

Section 3. E.M.T. Certification Pay. Effective October 1, 1989, employees holding

A. The Fire Chief may assign personnel to special tasks or duties, i.e., computer analyst, video specialists, etc., and when doing so will agree to compensate them at the next-higher rank than the rank they occupy for the duration of the assignment. This special duty does not create a position but, if said duty lasts more than one (1) calendar year beginning no earlier than the signing of this Agreement, the position from which he received the special duty will create an additional position in the same classification.

Section 6. Special Duty Pay.

Each E.M.T. or Paramedic assigned to EMS or Aviation working an applicable shift for one-half (1/2) or more of any calendar month shall be entitled to the incentive pay as previously provided for that assignment for the full month. No partial payment shall be made for working less than one-half (1/2) of the calendar month.

to which he would be entitled.

Paramedic in EMS or Aviation shall be counted toward determining the level of incentive continuously maintained his certification as a Paramedic, then all prior service as a Paramedic shall be counted toward determining the amount of the incentive differential. Should his leaving EMS or Aviation be through no action of his own and he later returns to EMS and/or Aviation and has determined the amount of the incentive differential. Should his leaving EMS or Aviation shall forfeit all accumulated service as a Paramedic for purposes of per month E.M.T. certification pay. A Paramedic voluntarily leaving EMS and/or time and at his own expense at a City-owned school, he shall be eligible for the \$50.00 but not Paramedic certification pay. Should a Fire Fighter receive training on his own maintains his Paramedic certification, he shall be entitled to E.M.T. certification pay

to assignment pay for that assignment for the full month. No partial assignment for one-half (1/2) or more of any calendar month shall be entitled Each certified arson investigator assigned to Arson working an applicable

assignment pay during each month of actual assignment.

Division shall receive three hundred fifty dollars (\$350.00) per month Effective October 1, 1991, all qualified employees assigned to the Arson

assignment pay during each month of actual assignment.

Division shall receive two hundred fifty dollars (\$250.00) per month Effective October 1, 1990, all qualified employees assigned to the Arson

assignment pay during each month of actual assignment.

Division shall receive one hundred seventy dollars (\$170.00) per month Effective October 1, 1989, all qualified employees assigned to the Arson

assignment.

dollars (\$120.00) per month assignment pay during each month of actual investigators assigned to the Arson Division shall receive one hundred twenty

A. Beginning with the execution of this Agreement, all certified arson

Section 7. Arson Assignment Pay.

(ranks).

This Section of this Agreement may not be used to eliminate classified positions

held by that employee so designated for the duration of the designation.

doing so, will compensate him at the rate of the next higher rank above that

B. The Fire Chief may assign an employee as airport coordinator; and, when

- A. All twenty-four (24) hour shift employees using more than two (2) consecutive working days (one shift) 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 scheduled work day or work shift 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
- Section 2. The following rules shall apply to the usage of sick leave:

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

SICK LEAVE

ARTICLE XXIII

Section 8. Re-Opener Shift Differential Pay. In the event the Chief elects to change hours of employees which would require them to begin work after 12:00 p.m., there may be a re-opener, if requested by the Union, for the purposes of discussing shift differential pay. The re-opener will be limited to shift differential pay only.

month.

payment shall be made for working less than one-half (1/2) of the calendar

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 has accrued during his service in the Department shall be exempted from the provisions of Section D above. If, at any time an employee so exempted falls below the 50% level

hour work day.

4. Fire Alarm: One (1) undocumented absence is equal to one twelve (12)

absence is equal to one (1) eight (8) hour work day.

3. Personnel other than EMS/Fire Fighting division: One (1) undocumented

work day.

2. EMS: One (1) undocumented absence is equal to one (1) twelve (12) hour

twelve (12) hour work day.

1. Firefighting division: One (1) undocumented absence is equal to one

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

Sections A, B, or C above.

duration, which does not require a return-to-work certificate pursuant to

absence shall be defined as any absence due to sick leave, regardless of

in Section B of this Article. For purposes of this Article, an undocumented

physician for each absence due to sick leave, except as specifically provided

shall be required to provide a return-to-work certificate signed by a

D. After six (6) undocumented absences during each calendar year, all employees

leave may not be taken together during the same shift.

certificate signed by a physician. Undocumented sick leave and military

1. The Union shall conduct an initial draft of twelve (12) hours sick leave per participant will occur October 1, 1989. Any Fire Fighter who desires not to participate must contact the Union prior to August 31, 1989.

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, shall be entitled to the benefits outlined below for a period not to exceed three hundred sixty five (365) calendar days for the same or related illness or injury.

VOLUNTEERING FOR SICK OR INJURED FIRE FIGHTERS

ARTICLE XXIV.

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.

specified herein, he shall immediately become subject to the provisions of that section.

2. 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.
3. 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.
4. The Committee may donate sick leave drafted from each participant in equal amounts up to three (3) employees. If more than three (3) employees are using this work bank, then the Chief will require the Union to provide qualified Fire Fighters to actually perform the work to be assigned.
5. The Committee of Three shall designate members to work and the schedule they are to work from the list of volunteers.
6. 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.
7. Guidelines and procedures for scheduling of this work shall be submitted by the Executive Board of Local 624 and approved by the Chief.
8. 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.
9. The failure of any Fire Fighter to report when scheduled to work shall result in the sick or injured Fire Fighter being placed on leave, or leave without pay.

C. The insurance carrier chosen by the City to administer the plan or plans as specified herein may implement a utilization review program to include pre-admission certification, continued stay review, second surgical opinion, out-patient, and discharge planning procedures. Claims must be submitted within one (1) year from the date of accident, injury, or illness. Treatment for alcoholism will be limited to one (1) detoxification only per individual.

B. Fire Fighters and future retirees covered by this Agreement shall be granted the option of entering into or exiting from the flexible benefit insurance program as provided for by the City to substitute for the basic program as outlined in "A", above. Said option must be exercised by the respective Fire Fighter or retiree between the dates of January 1 and January 31 of each calendar year.

A. The City shall provide all Fire Fighters who qualify and who are in the bargaining unit with family medical insurance and shall pay the full cost of said insurance. The benefits provided are to the minimum specifications as were provided pursuant to the Agreement between the City of San Antonio and the San Antonio Professional Fire Fighters Association dated October 1, 1981, through September 30, 1983. Insurance specifications shall not be reduced during the life of this contract; however, the City reserves the right to change carriers at its discretion.

Section 1. Family Medical Insurance.

BRNRFTT PLANS

ARTICLE XXV.

the City will pay \$17.00 per month for each Fire Fighter without dependent(s) and \$37.00

Section 2. Dental Benefit Plan. Beginning with the execution of this Agreement,

current cost of retiree dependent medical benefits at actual claims cost.

dependents (other than spouse) at one hundred percent (100%) of the then

E. Upon retirement, the Fire Fighter may elect to cover any other lawful

has contributed an amount equal to \$3,000.00.

Article XX. These benefits shall not be available to any Fire Fighter until he

coincide with the payment of the clothing allowance provided for herein at

his payroll check quarterly at one hundred fifty (\$150.00) per payment to

shall be six hundred dollars (\$600.00) per year, automatically deducted from

(\$67.00) per month, per individual employee. The Fire Fighter's contribution

individual employee. The City's contribution shall be sixty-seven dollars

shall be at least one hundred seventeen dollars (\$117.00) per month per

eligible. The City's and the Fire Fighter's contributions for these benefits

Medicare/Medicaid benefits to which a Fire Fighter would otherwise be

medical benefits provided for herein shall be integrated with

(including but not limited to common law marriage). It is understood that

spouse shall be entitled to receive the benefit until death or remarriage

or after October 1, 1989, and their spouse, if elected. The Fire Fighter's

are those Fire Fighters who are members of the bargaining unit and retire on

Department elsewhere in this Article shall be provided retirees. "Retirees"

D. Beginning October 1, 1989, medical benefits as are provided employees of the

per month for each Fire Fighter with dependent(s) for coverage under Plan III of the
CLEAT Benefit Plan and Trust, which plan includes dental coverage.

Beginning after July 1, 1990, and within thirty (30) days of written notice of any
increase in premiums from the Trustees of the CLEAT Benefit Plan and Trust, the City
will pay up to a maximum of \$20.00 per month for each Fire Fighter and \$42.00 per
month for each Fire Fighter and dependent(s) for coverage under said Trust. Should such
notice of increased premiums exceed the maximum payout by the City, any sum over and
above the premium for a Fire Fighter and/or a Fire Fighter and dependent(s) shall be
deducted from each affected Fire Fighter's pay check, unless the affected Fire Fighter
notifies the City Finance Department that he wishes to cancel coverage. Should any
Fire Fighter cancel coverage he shall not be entitled to any benefits or payments in lieu
thereof under this Section. Premium payments to the Trust shall be paid before the first
day of each month of coverage.

Section 3. Optical Plan. Beginning with the execution of this Agreement, the City
will pay \$5.30 per month for each Fire Fighter without dependent(s) and \$15.00 per
month for each Fire Fighter with dependent(s) for coverage under the CLEAT Benefit
Plan and Trust Optical Plan I. Beginning after July 1, 1989, and within thirty (30) days
written notice of any increase in premiums, the City will pay up to a maximum of \$7.00
per month for each Fire Fighter without dependent(s) and \$17.50 per month for each Fire
Fighter with dependent(s) for coverage under the CLEAT Benefit Plan and Trust Optical
Plan I. In order to obtain the increased amounts as specified, notice from the Trustees
of increased premiums shall be provided to the City by CLEAT.

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

MISCELLANEOUS

ARTICLE XXVI

office for inspection during normal business hours. instruments to the City Personnel Department, the Union Office, and the Fire Chiefs each Fire Fighter a summary of the plans and will provide up-to-date copies of the trust Section 5. Trust Instruments. The CLEAT Benefit Plan and Trust will provide to and/or assigns.

implementing and/or initiating legal action against the City, any of its agents, officers, of the pre-paid legal plan provided here for the purpose, in whole or in part, of understood, however, that no Fire Fighter or other beneficiary may utilize the benefits dependent(s) for coverage under the CLEAT Benefit Plan and Trust Legal Plan I. It is City will pay up to a maximum of \$38.00 per month for each Fire Fighter with or without Section 4. Pre-Paid Legal Insurance. Beginning on or before October 1, 1991, the

Section 2. 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 Local Government Code Chapter 143. 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 3. 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 4. The City shall make a copy of this Agreement available at each station and a copy provided to each Fire Fighter.

Section 5. The Chief shall have the authority at any time to require a Fire Fighter to submit to psychological evaluation or treatment and/or medical evaluation, at the City's expense, to be performed by a qualified psychologist, psychiatrist, counselor, therapist, or medical doctor chosen by the City.

Section 6. Effective with the execution of this Agreement, the Chief shall have the right to assign (which assignment shall not be unreasonably withheld), a Fire Fighter to light duty not to exceed one (1) calendar year from the date of the assignment based on the recommendation of a qualified physician. The Chief, in his sole discretion, may extend the duration of an employee's light-duty assignment.

A. 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.

B. 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

Section 1. General.

DRUGS AND ALCOHOL

ARTICLE XXVIII

office, or City Council, for approval.

A. submit such request for extended line-of-duty leave to the City Manager's

E. The Chief shall have the authority and it will no longer be necessary to expended is paid back in full.

sick time, accumulated thereafter by the Fire Fighter, until such time reimbursing to the City one-half (50%) of all vacation time, holiday time, or shall pay back to the City all of said time. This will be achieved by taken off. In the event the Fire Fighter has no time on the books, he or she forfeit any other type of accumulated leave equal to this line-of-duty time sick time. In the event the Fire Fighter has no sick time on the books, he will the Fire Fighter will have the line-of-duty time rescinded and charged to second or subsequent treatment period is not a result of the original injury, D. If it is determined by licensed physicians and reviewed by the Chief that the leave.

C. The Fire Fighter will not be charged any sick leave during any second or illness within the 365-day period, but will be granted immediate line-of-duty other re-occurring period arising out of the same line-of-duty injury or

B. In addition to reasonable suspicion testing as provided for above, the parties acknowledge the right of the City to require employees who receive special provided by this Agreement.

A. The Union acknowledges and recognizes the right of the City to investigate possible alcohol or drug abuse by bargaining unit members which impairs job performance and to require employees to submit to various specified, approved and recognized medical procedures, provided reasonable suspicion exists, 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, or testing in violation of any employees' constitutional, statutory, or other legal rights, including right

Section 2. Investigation (Testing).

C. 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.

operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Fire Department.

C. 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 (i.e., the Gas Chromatography - Mass Spectrophotometry [GC-MS] test). No disciplinary action may be taken, nor will the City be notified of the results, unless the initial, positive result is confirmed by a second positive finding using the GC-MS test procedure. A positive result on the second test does not imply that disciplinary action will be taken.

procedures and results.

consistent with the City's need to preserve the integrity of the test manner which assures the employees' privacy to the greatest extent possible test, and shall take the test, and the City must administer the same, in a this subsection will be given a minimum of five (5) days notice of the actual assignment is the result of a promotion. Employees subject to tests under a result of involuntary assignment to an affected position, unless said position sought. In no event will employees be tested under this subsection as outset that such testing will be required prior to promotion/assignment to the Agreement. Employees applying for such positions must be informed at the procedures in accordance with applicable as well as the terms of this substances. Testing must be approved pursuant to recognized medical assignment requires (1) the carrying of a firearm; (2) contact with or access to extremely dangerous materials; and (3) the administration of controlled assignments to Haz-Mat, Paramedic, and/or Arson units where the assignments to be tested. As used herein, special assignments shall include

City and the Union. To that end, the parties hereby agree and stipulate as follows:
and bargaining unit employees, and concerning the bargaining relationship between the
(or employees) concerning all aspects of the employment relationship between the City
equitable, and expeditious method for resolving disputes between the City and the Union
Section 1. Scope of Procedure. The purpose of this Article is to provide a just,

GRIEVANCE PROCEDURE

ARTICLE XIX

investigations, search, or the imposition of discipline.
including but not limited to what the Union may consider as unwarranted or unreasonable
aggrieved member of the bargaining unit by reason of the application of this Article,
in no way relinquishes its rights and obligations to fairly and properly represent any
regulations, the Union, as the bargaining agent of employees covered by this Agreement,
alcohol in the work place and the proper enforcement of the Department's rules and
the prevention of such abuse and strongly supports the prohibition of the use of drugs or
abuse of such substances under any conditions and further agrees to cooperate toward
unequivocally opposed to the use of alcohol or drugs in the work place as well as the
Section 3. Non-Relinquishment of Rights. While it is understood that the Union is

the employee on the original sample must be paid for by the employee.
if requested by the employee. Any additional confirmation tests requested by
must be retained for a period of one (1) year for confirmation at a later date,
disciplinary or other appropriate action. A portion of the original sample
automatically be taken, but only that an employee may then be subject to

- A. All disputes concerning the interpretation and/or application of the terms of this Agreement shall be submitted, if at all, to the grievance/arbitration procedure as called for herein. Failure to initially pursue grievance/arbitration in these instances shall be the basis for a plea in abatement in response to any suit or claim filed with a court of law and/or administrative agency.
- B. Employee claims of violation of statutory or constitutional rights may be submitted to the grievance/arbitration procedure or may be pursued by means of judicial and/or administrative appeal; provided that once the employee has elected to file a lawsuit and/or administrative claim, all issues raised by the dispute or claim will be resolved in such lawsuit and/or administrative process, and no grievance may be filed concerning the same subject matter. If the employee elects to use the grievance/arbitration procedure to raise statutory or constitutional claims, such matters may not thereafter be appealed to court except as provided by this Article.
- C. Union claims of violation of statutory and/or constitutional rights as to it individually and/or in behalf of a "class" of its members shall be submitted, if at all, to the grievance/arbitration procedure called for herein. Upon the exhaustion of such remedy, such matter(s) may not thereafter be appealed to a court or agency except as provided for herein.
- D. Claims alleging violation of Article XI, Section 1, or state or federal laws prohibiting employment discrimination shall not be subject to the grievance/arbitration procedure.

Section 2. Time Limits. The parties shall adhere to the time limits set forth in this Article, unless such time limits are waived or extended by mutual agreement. In the event the employee or Union fails to meet the time limit at any step of the grievance procedure, the grievance shall be considered satisfied and no further action need be taken; provided, that where the grievance concerns a matter within the jurisdiction of the courts, the employee may file suit if the grievance is rejected due to failure to comply with a time limit set forth in this Article. Failure by the City to meet the time limits at any step shall be considered a denial of the grievance which will allow the Union or employee, at their option, to proceed to the next step. Time limits begin to run on the date of a party's actual receipt of an appeal or response. When either party provides an appeal or response by mail, its timeliness shall be judged by the postmark on the envelope. Where a deadline falls on a Saturday, Sunday, or legal holiday, the

E. Disciplinary matters subject to the appeals procedure provided by Texas Local Government Code Chapter 143 shall not be subject to the grievance/arbitration procedure; provided that such matters, at the employees' election, will be subject to the grievance/arbitration procedure under a just-cause standard, if Texas Local Government Code Section 143.057 is repealed or amended to eliminate the optional appeal of disciplinary matters to a Hearing Examiner. Should the employee elect to proceed to the optional appeal of disciplinary matters to a Hearing Examiner, the examiner shall be one of the seven (7) pre-selected, qualified neutrals as called for in Section IV(A) hereof. The powers, duties, and/or obligations of said arbitrator shall likewise be as provided for in this Agreement.

A. Step 1. The Union or any employee covered by this Agreement having a matter which is felt to be a grievance shall submit the grievance in writing to the Union Grievance Committee and simultaneously (by end of next business day) with the Fire Chief. In order to be considered, a grievance raising contractual issues must be filed within thirty (30) calendar days of the grievant's actual or constructive knowledge of the event. In order to be considered, as grievance raising non-contractual issues must be filed within one hundred eighty (180) calendar days of the grievant's actual or constructive knowledge of the event. The grievance shall be submitted on a form to be provided by the City and must include (1) a brief 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; (4) the employee's signature; and (5) where "maintenance of standards" is a basis for the grievance, the specific standard(s) alluded to must be identified. As used herein, "maintenance of standards" includes all statutory or other non-contract provisions incorporated herein through the Maintenance of Standards Clause found at Article IX. 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 its sole discretion that no grievance is found to exist, no further action shall be required; provided, that if any employee grievance concerns matters appealable to court, e.g., statutory violations, the employee retains the option to file suit if his/her grievance is rejected at Step 1. If a grievance is found to exist for reasons stated by the employee or

Section 3. Steps of Grievance Procedure.

holiday.

deadline will be extended to the next day which is not a Saturday, Sunday, or legal

A. If a grievance is submitted to arbitration or an employee appeal to a Hearing Examiner is requested, within five (5) business days the City and the Union shall select an arbitrator/Hearing Examiner by randomly drawing the name of

Section 4.

invoked by delivering a letter to the City Manager. Manager's decision to submit the matter to arbitration. Arbitration will be

Committee shall have ten (10) calendar days from receipt of the City D. Step 4. If the grievance is not resolved at Step 3, the Union Grievance

Grievance Committee within ten (10) calendar days.

review the matter and shall render a decision in writing to the Union decision at Step 2. The City Manager or his designated representative shall

designated representative within ten (10) calendar days from receipt of the Committee shall submit the grievance, in writing, to the City Manager or his

C. Step 3. If a grievance is not resolved at Step 2, the Union Grievance writing, within ten (10) calendar days from receipt thereof.

grievance and shall render a decision to the Union Grievance Committee, in of the Step 1 ruling. The Fire Chief or his designee shall respond to the

the Fire Chief or his designated representative within ten (10) calendar days B. Step 2. If a grievance is believed to exist, the matter shall be submitted to

added by the Committee will be forwarded with the original grievance.

grievance by passing it to Step 2. Any additional bases for the grievance other reasons known to the Committee, the Committee shall process the

A. The following expenses shall be shared equally by the parties: arbitrator's fees and expenses and the cost of the hearing transcript. Each party will bear its own attorney's fees and costs.

Section 5. Witnesses and Expenses.

C. The arbitrator shall issue his/her award within thirty (30) days of receipt of the transcript, or receipt of the parties' post-hearing briefs, if briefs are submitted. The deadline for issuance of the award may be extended by mutual agreement.

B. At a date previously agreed upon, the arbitrator shall convene the hearing at a place mutually convenient to all parties. The arbitrator shall hear and take evidence of all issues presented as raised by timely-filed grievances. The hearing shall continue from day to day until all such evidence has been received and all parties have "rested". A transcript by a duly-authorized court reporter will be taken of the hearing and shall be the only official transcript thereof. Both parties to the proceeding shall be entitled to representation of their own choosing, the expense of which must be borne by the respective party.

one of seven (7) pre-selected, qualified neutrals. The panel of seven (7) shall have been previously agreed upon by the parties. The arbitrator so selected shall be notified promptly of his appointment and, simultaneously therewith, the parties in agreement with the arbitrator shall select a date for a hearing of the grievance.

A. This section applies to all issues involving the application or interpretation of this Agreement; provided, that where the sole issue of contract interpretation involves the Maintenance of Standards provision, and the

Section 6. Arbitrator's Authority--Contract Cases.

such time.

D. The grievant shall not be compensated for time spent at the hearing and/or in preparation thereof, nor shall he be entitled to administrative leave for any the witness' appearance.

C. Witnesses shall be scheduled by agreement between the parties so as not to unduly interrupt the mission of the Department. The arbitrator shall have the authority, based upon the summary statement of the witnesses, to determine whether or not the testimony of the witness is required or is merely duplicious or cumulative. If the arbitrator determines the testimony is duplicious or cumulative, then the City shall have no obligation to pay for the witness' appearance.

or administrative leave from the City.
identified and/or who is not scheduled for duty shall be due no compensation Any witness called by the Union and/or the grievant who has not been of the hearing.

2. The individual's identity and a brief statement as to the relevancy of his expected testimony has been provided the City five (5) days in advance

1. The witness called is scheduled for duty when called to appear;

straight-time rate; provided, however:

B. The City shall compensate all witnesses called by either party at their

A. In all cases which present issues, e.g., statutory claims, which do not involve interpretation or application of the terms of this Agreement, the procedures specified in this section shall apply; provided, that where a case raises both

Section 7. Arbitrator's Authority—Non-Contract Cases.

losses suffered as a result of a violation of the terms of this Agreement.

D. The arbitrator shall have the authority to provide in his/her award for such relief as is necessary to make the prevailing party whole for all economic and fair hearing.

C. The arbitrator shall have full power to take steps necessary to ensure a fair hearing for all concerned, which power shall include, but is not limited to: ordering a party to provide information in its possession or control which is reasonably necessary to the other party's prosecution of its case; ordering a party to make available to testify a person within its control; issuance of witness subpoenas; and taking reasonable steps to ensure that no undue delays in the proceedings occur, consistent with the right of all concerned to a full and fair hearing.

B. For issues subject to this section, the award of the arbitrator shall be final and binding upon the City, Union, and employees. In making his/her award, the arbitrator shall be limited to interpreting and applying the provisions of this Agreement; he/she shall have no authority to add to, subtract from, or modify the terms of this Agreement as negotiated between the parties.

underlying standard is a statute or constitutional provision, this section shall not apply.

contract and non-contract claims, the arbitrator's award as to contract claims shall be final and binding on the City, Union, and the employee.

B. In cases subject to this section, the parties will be entitled to engage in discovery as provided in the Texas Rules of Civil Procedure, and the arbitrator is authorized to issue subpoenas, to resolve disputes concerning the appropriateness of a party's discovery requests, and to enter such other orders as may be necessary to effectuate the discovery process. As soon as practicable after the arbitrator's appointment and agreement to serve, the arbitrator and the parties' representative shall hold a conference, by telephone or otherwise, to set a reasonable period for discovery and a hearing date. In no case shall the period for discovery exceed ninety (90) days, except by mutual agreement of the parties.

C. The provision of Section 5(C) of this Article are equally applicable to Section 6 cases.

D. For issues subject to this section, the award of the arbitrator (both as to facts and the "law of the contract) shall be final and binding; provided, that either party may appeal such award to state district court pursuant to TRCS Article 5154c-1 on the grounds that it is clearly contrary to the provisions of a statute or the Constitution (state or federal), or is not supported by substantial evidence as indicated in the record made before the arbitrator. Any such appeal must be filed within thirty (30) days of the date of the arbitrator's award.

B. As a condition precedent to the filing of any subsequent action challenging the award of the arbitrator and/or the Commission, the affected party (as used here, "party" shall mean the Union and/or the City) must file a cost bond arbitrator and/or the Commission was capricious.

A. The decision and award of the arbitrator and/or the Commission must be upheld, unless the contesting party can establish the award was not supported in whole or in part by substantial evidence and/or that the award of the

or award in any other legal proceeding, the following shall apply:
Commission and/or an arbitrator, any affected party contests or challenges the decision
Section 2. If, at any time after a decision and/or award of the Civil Service
been completed to finality.

shall be required to exhaust all available remedies through grievance and/or the Civil Service Commission prior to proceeding to a court of law, state or federal administrative agency, or other regulatory body, except as provided in Article XXIX. Failure to do so will act as a plea in abatement to any such court, administrative body, and/or regulatory agency proceeding until the exhaustion of remedies provided for in this Agreement have been completed to finality.

Section 1. Exhaustion. The City, the Union, and the Fire Fighters covered herein,

RXHAUSTION OF REMEDIES

ARTICLE XXX.

E. The arbitrator shall have the authority to provide in his/her award for such relief as a court with jurisdiction over such matter would be entitled to award, including injunctive and equitable relief, compensatory and exemplary damages.

A. Seniority - For purposes of this Article, each Fire Fighter shall be given one point added to only the passing score on any written promotional examination for each year as a classified Fire Fighter in the San Antonio Fire Department. In no event shall the number of such seniority points exceed ten (10). "Classified Fire Fighter" is meant to include service as a probationary Fire Fighter. Seniority is defined as all years of service, whether interrupted or uninterrupted, on the San Antonio Fire Department, and not merely the last continuous period of service.

Section 1. Definitions.

PROMOTIONS

ARTICLE XXXI

Section 3. Should any party be a part to any action by any other party contesting and/or challenging the award of the arbitrator and/or the Commission, the party may, pursuant to the terms of this Agreement, request the court or administrative body to which the action has been addressed to reimburse it/them for all costs of court, including but not limited to reasonable attorneys fees, for having to defend said action. This remedy shall be in addition to any other remedy to which the party may be entitled, including but not limited to those as specified above and/or elsewhere in this Agreement.

in the minimum amount of the sum of the arbitrator's fees and expenses and the fees of the court reporter who took the transcript of the arbitration proceeding.

B. Eligibility -

1. Fire promotional examinations shall be open to all Fire Fighters who have held a classified position with the San Antonio Fire Department for two (2) continuous years or more, immediately below that rank for which the examination is to be held.

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

3. A Fire Fighter who has completed two (2) continuous years service as an Fire Engineer shall be eligible for promotion to the rank of Lieutenant. The two (2) continuous year period required for eligibility on promotion shall commence with the date he was promoted to Fire Engineer.

4. A Fire Fighter who has completed two (2) continuous years service as a Fire Lieutenant shall be eligible for promotion to the rank of Captain. The two (2) year period required for eligibility on promotion shall commence with the date he was promoted to Fire Lieutenant.

5. A Fire Fighter who has completed two (2) continuous years service as a Fire Captain shall be eligible for promotion to the rank of District Chief. The two (2) year continuous period required for eligibility for promotion shall commence with the date he was promoted to Fire Captain.

time of the posting of the study materials list. April. Such material may not be used unless available from publishing companies at the examinations to be administered within the one-year period beginning the following examination questions may be taken shall be posted annually each January for Service Commission. A listing of all potential materials from which promotional reviewed by the Chief who shall make the final selection subject to approval by the Civil promotional examinations for each rank. Such materials which are selected shall be shall establish a committee(s) for the selection of study materials for the written Section 2. Study Materials Committee - On November 1 of each year, the Chief

Fire Fighter.

Firefighter eligibility list and effective with their appointment to probationary Firefighters shall be determined by their ranking on their Probationary Fire placement on the eligibility list. Seniority in rank for newly-hired Fire Officers promoted on the same day shall be promoted based on their with the most time in a classified rank shall be considered the senior. C. Seniority in Rank - Time Within a Classified Fire Fighter Rank. The officer

for such exam as if it were given on the nineteenth (90th) day.

Such Fire Fighter will also need to have met the criteria for eligibility nineteenth (90th) day, day one (1) begins from the first day of vacancy. be allowed to take such exam. For the purposes of calculating the eligible for such exam if it was given on the nineteenth (90th) day would nineteenth (90th) day of the vacancy, any Fire Fighter that would become 6. In the event the scheduling of a promotional examination is prior to the

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 Chapter 143 Local Government Code and the rules established by the Fire Fighter and Police Officer 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. All test participants with passing grades, up to a maximum of the top 20 (twenty), shall be allowed to continue on to the next phase of the examination process, the Assessment Center Board.

Section 3. Promotion to Engineer, Lieutenant, and Captain. Vacancies in the ranks of Engineer, Lieutenant, and Captain shall be filled by competitive written examination in accordance with Chapter 143 Local Government Code and the rules established by the Fire Fighter and Police Officer Civil Service Commission not inconsistent herewith; however, a passing score of 70 shall be considered minimum for eligibility for promotion.

Section 4. Promotion to District Chief. Persons having held the rank of Captain for a period of two (2) continuous years shall be eligible for promotion to the rank of District Chief. In the event all those Captains fall the written portion of the promotion examination which follows, persons holding the rank of Lieutenant for a minimum of five (5) continuous years and all Captains regardless of time-in-rank may be eligible for examination for promotion to District Chief. The promotional examination for the rank of District Chief shall consist of two parts as follows:

Assessment Center Process, excluding weekends and holidays, an eligibility

C. Eligibility List - Within seventy-two (72) hours of the completion of the

Commission or to arbitration through the grievance procedure.

binding for one year and shall not be appealable to the Civil Service

for re-examination. The result of the Assessment Center shall be

the list is exhausted, in which event persons on the list shall be eligible

year from the date the written examination was administered, unless

Center shall disqualify the applicant from further consideration for one

5. Failure of an applicant to obtain a passing score on the Assessment

Board shall be required to pass the Assessment Center Board.

4. A minimum score of 70% on the composite factors evaluated by the

Assessment Center Board for use in their examination.

3. The City and the Union shall agree on guidelines to be presented to the

years, to be selected by mutual agreement of the City and the Union.

management, fire science, or a related field, for a minimum of five (5)

an administrative position in the field of personnel management, city

2. One person from outside the San Antonio Fire Department who has held

one shall be selected by the Union.

state or Federal agency. One such person shall be selected by the City;

fire-related agency in a City of 50,000 or more population or from a

currently hold an administrative position in a Fire Department or

1. Two persons from outside the San Antonio Fire Department who

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

A. The purpose of this Section of this Article is to provide for the exclusive remedy available to officers who question or challenge the Assessment Center process.

Section 7. Assessment Center Promotional Dispute Resolution Procedure.

Local Government Code regarding promotability. promotion the Chief shall have all rights and privileges as contained in Chapter 143 Agreement, the parties understand and agree that in considering a Fire Fighter for Section 6. Chief's Review of Promotability. Notwithstanding the provisions of this

the probationary period shall count as time in grade in the new rank. remained in said competitive rank. If the probationary period is successfully completed, employee would have been automatically entitled had the employee continuously continuous time in that competitive rank and with all salary increases to which the salary shall be in accordance with said competitive rank, with service time credited as promotion, an employee shall resume the competitive rank from which appointed and the to the rank from which promoted. Upon demotion while holding a probationary During the promotional probationary period, an employee may be demoted by the Chief Captain, and District Chiefs there shall be a probationary period of six (6) months. Section 5. Promotional Probation. For promotional ranks of Engineer, Lieutenant,

| | | | |
|----|-------------------------|---|------------|
| 1. | Written Exam Score | - | 50% |
| 2. | Assessment Center Score | - | <u>50%</u> |
| | | | 100% |

based on the following weights:

list shall be prepared and posted with the respective ranking of all applicants

At the date previously agreed upon, the independent arbitrator or "neutral" shall convene the hearing at a place mutually convenient to all parties. The arbitrator or "neutral" so selected shall hear and take evidence on all of the grievances that were timely filed by officers as previously described. The hearing shall continue from day to day until all such evidence has been

so submitted, which date shall be within thirty (30) calendar days. arbitrator or "neutral" shall select a date for a hearing of all the grievances appointment and, simultaneously therewith, the parties in agreement with the arbitrator or "neutral" so selected shall be notified promptly of his seven (7) arbitrators previously agreed to in Section 4 of Article XIX. The "neutral" shall result in the parties selecting an arbitrator from the list of arbitrator. Failure of the parties' representatives to agree on this third third, mutually-satisfactory individual who shall act as an independent act in their behalf. These two representatives shall select and agree upon a all such grievances timely filed and shall each designate a representative to the Assessment Center process, the City and the Union shall meet to review Within fifteen (15) calendar days of the date of the posting of the results of

result. Copies of all grievances so filed shall be provided to the Union. particular and with specifics the officer's objection to said process and/or with the Director of Personnel of the City, which grievance must state in (10) calendar days of the posting of the results of the examination process contained in this Article as it applies to him shall file a grievance within ten Any officer who disputes or challenges the Assessment Center process as

arbitrator in any other legal proceeding, the following shall apply:

any affected Fire Fighter/grievant contest or challenge the award of the
G. Should at any time after the decision and award of the arbitrator or "neutral"

reporter shall be borne equally by the Union and the City.

F. The fees and expenses of the arbitrator or "neutral" and of the official court

the Union, and the affected Fire Fighter/grievant.

hearing was closed. The decision of the arbitrator shall be final and binding on the City,
arbitrator or "neutral" shall be rendered within fifteen (15) calendar days of the date the
Unless otherwise mutually agreed by the Union and the City, the decision of the

3. The decision and award of the arbitrator or neutral.

2. The issue presented;

1. The name of the grievant;

recite:

decision of the arbitrator or "neutral" shall be brief and concise and shall
submission of briefs by the City, the Union, and/or the affected officer. The
grievance presented and/or heard by him, without the benefit of the
E. The arbitrator or "neutral" so selected shall submit a written opinion on each

the respective party.

representation of their own choosing, the expense of which must be borne by
the proceedings, including individual officers, shall be entitled to
the hearing and shall be the only official transcript thereof. All parties to
received. A transcript by a duly authorized court reporter will be taken of

The Chief shall have the right to appoint six (6) Assistant Chiefs which rank immediately above the rank of District Chief and rank below the Deputy Chief in the chain of command. The Chief shall have the right to appoint (2) Deputy Chiefs which

Section 8. Appointment to Assistant Chief and Deputy Chief.

elsewhere in this Agreement.

entitled, including but not limited to those as specified above and/or be in addition to any other remedy to which the City and/or the Union may be limited to attorneys fees, for having to defend said action. This remedy shall be addressed to reimburse it/them for all costs of court, including but not Agreement, request the court or administrative body to which the action has "neutral", the City and/or the Union may, pursuant to the terms of this Firefighter/grievant contesting and/or challenging the award of the arbitrator or H. Should the Union and/or the City be a party to any action by an Fire

reporter who took the transcript of the arbitration proceeding.

sum of the arbitrator's fees and expenses and the fees of the court Firefighter/grievant must file a cost bond in the minimum amount of the challenging the award of the arbitrator or "neutral", the affected Fire 2. As a condition precedent to the filing of any subsequent action

capricious.

evidence and/or that the award of the arbitrator or "neutral" was evidence said award was not supported in whole or in part by substantial unless the Fire Firefighter/grievant can establish by clear and convincing 1. The decision and award of the arbitrator or "neutral" must be upheld,

rank immediately above the rank of Assistant Chief and rank below the Chief in the chain of command. All officers currently holding the rank of Assistant Chief shall be grandfathered into their positions and shall maintain all rights and privileges currently enjoyed by virtue of holding that rank. No additional positions within the rank of Assistant Chief shall be created other than by this Article. Hereinafter, no position in the rank of Assistant or Deputy Chief shall be filled other than by appointment. As vacancies occur in the rank of Assistant Chief, the Chief shall have the right to appoint to the position in accordance with this Section. Appointments to the rank of Assistant or Deputy Chief shall be by the Chief at his sole discretion, provided that the employee promoted is a classified, sworn member of the San Antonio Fire Department and occupies a rank of either Assistant Chief, District Chief, or Captain.

Persons appointed to this rank shall be subject to overall City policies and regulations and while appointed to this rank shall not be subject to the provisions of Chapter 143 Local Government Code or any of the provisions of this Agreement, unless specifically so provided in this Article.

Any person appointed to the rank of Assistant Chief or Deputy Chief may be suspended or demoted to the rank from which he was promoted at the sole discretion of the Chief without appeal to the Commission and/or Arbitration. Any person appointed to either rank may, further, voluntarily return to the rank from which he was promoted at any time. Upon demotion or voluntary return to the previously-held rank pursuant hereto, the employee shall receive thereafter the full benefits provided in Chapter 143 Local Government Code and this Agreement as if he had served in either rank on a continuous basis throughout his tenure as either Assistant or Deputy Chief. A person

The pay provisions herein described for the classification of Assistant Chief are applicable to only those officers who hold the Assistant Chief rank as of October 1, 1988. Fire Fighters appointed to the Assistant Chief position by the Chief as provided for in Article XXXI, Section 8, of this Agreement, shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year District Chief's regular rate of pay. The Fire Fighters appointed to the Deputy Chief position by the Chief shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year Assistant Chief's regular rate of pay. The Fire Fighters so assigned shall be

Assistant or Deputy Chiefs have accumulated in excess of their regularly-scheduled work discretionary leave time shall, in no event, exceed that amount of time that said Chief, subject to scheduling and manpower contingencies that may arise. Said regularly-scheduled duties. Said leave time may be granted at the discretion of the receive administrative leave time for work performed in excess of their Assistant or Deputy Chiefs appointed by the Chief pursuant to this Article may accordance with State law and the City Charter.

Except for the positions of Assistant or Deputy Chief, nothing in this Article shall be construed to require the City to create the rank or establish and fill the maximum number of positions authorized herein. Further, nothing in this Article shall be construed to limit any existing right of the City to create ranks and establish positions in accordance with State law and the City Charter.

applicable to all classified, uniformed employees in the Department. provided that such termination shall be subject to appeal in the same manner as appointed to the rank of Assistant or Deputy Chief may be terminated for cause,

Standards Article IX of this Agreement.
Section 3. The provisions of this Article shall be exempt from the Maintenance of

Police Officer Civil Service Commission.
employee without appeal through the grievance procedure or to the Fire Fighter and
Chief, in his sole discretion, shall have the authority to suspend or discharge said
Agreement and of Chapter 143 Local Government Code with the exception that the
Section 1 of this Article, the employee shall be subject to all provisions of this
this probationary period, excluding time spent as a Fire Fighter Trainee as described in
Article is on leave for a period of thirty (30) consecutive calendar days or more. During
period shall be extended by a like period if an employee covered by the provisions of this
Fire Fighter and shall hold the rank of Fire Fighter (Probationary). The probationary
Section 2. Upon completion of the Academy, an employee shall be certified as a
of the terms of this Agreement or of Chapter 143 Local Government Code.

member of the bargaining unit covered by this Agreement nor shall he be subject to any
Fire Fighter Trainee. As such, he shall be considered a civilian employee and is not a
Section 1. Persons enrolled in the initial Fire Academy shall hold the position of

FIRE FIGHTER TRAINEES AND FIRE FIGHTER PROBATION

ARTICLE XXXII

XXXVII.

entitled to all benefits as contained in the following specified Articles of this
Agreement: Articles I; II; IV; V; VII; X; XIII, Section 3; XVII; XVIII; XIX; XX; XXIII;
XXV; XXVI, Section 5; XXVII; XXVIII; XXXI, Section 8; XXXIV; XXXV; XXXVI; and

ARTICLE XXXIII

LIMITATIONS ON ACTS

Except as provided in this section of this Article, the Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences earlier than the 180th day immediately preceding the date on which the Chief suspends the employee or as specified in Chapter 143.052 of the Local Government Code. Only upon written notice in the original written statement of the Chief may any act or occurrence be admissible in a disciplinary hearing in accordance with this section. Solely to aid the Commission or arbitrator in the assessment of appropriate discipline and not to prove a charge of a violation of Civil Service Rules or for any other purpose, the Chief and the City may introduce evidence of prior disciplinary actions which have not been set aside on appeal as follows:

A. Where the Chief's original written charges include alleged violations of Civil Service Rules and/or Department Rules and Regulations, Special Directives, and/or Administrative Orders, constituting acts of violence (exertion of physical force so as to injure or abuse), the Chief and the City may introduce prior discipline on such other violations found to have been committed within five (5) years immediately preceding the date of the act(s) charged as contained in said written charges;

B. Where the Chief's original written charges include alleged violations of Civil Service Rules and/or Department Rules and Regulations, Special Directives, and/or Administrative Orders, concerning drug or alcohol abuse, any prior discipline on such violations found to have been committed within ten (10) years immediately preceding the date of said written charges;

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.

SAVINGS CLAUSE

ARTICLE XXXV.

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.

AGREEMENT, BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES,
REGARDS OF CHANGES IN MANAGEMENT, CONSOLIDATION,
MERGER, TRANSFER, ANNEXATION, AND LOCATION

ARTICLE XXXIV.

C. Where the Chief's original written charges allege acts of incompetence, all prior discipline for acts of incompetence may be introduced by the Chief or the City so long as adequate records are maintained; and

D. Where the Chief's original written charges allege a violation of any other Civil Service Rules, and/or Department Rules and Regulations, Special Directives, and/or Administrative Orders. The Chief and the City may introduce prior discipline for a violation(s) of the same rule within two (2) years immediately preceding the date the charged act, so long as adequate records are maintained.

shall remain in full force and effect until the 30th day of September 1992 and shall
Section 1. This Agreement shall be effective on the first day of October 1988 and

DURATION OF AGREEMENT

ARTICLE XXXVII

above.

period of time, such re-opener provisions are exempt from the provisions of Section 1
re-opener upon the occurrence of specific events and/or with the passage of a specified
Section 3. The parties understand and agree that where they have agreed to a

Statutes.

this Agreement shall prevail, notwithstanding any such provision of the Civil Service
conflicts or is inconsistent with any provision of Chapter 143 Local Government Code,
Section 2. Additionally, in the event that any provisions of this Agreement

parties to this Agreement.

understood and agreed that the contract may be amended by mutual consent of the
time of execution hereof as proper subjects for collective bargaining; however, it is
demand changes herein, whether or not the subjects were known to the parties at the
Agreement. Each party for the term of this Agreement specifically waives the right to
the parties and there are no others, oral or written, except as specified in this
collective bargaining. This Agreement constitutes the full and complete Agreement of
opportunity to make, advance, and discuss all matters properly within the province of
Section 1. The parties agree that each has had full and unrestricted right and

DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

ARTICLE XXXVI

 Date: 8/7/89
 John Anderson
 President, Local 624

 Date: 8/7/89
 Robert Pletcher
 Chief Negotiator

FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS and LOCAL 624:

 Date: 8/7/89
 Louis S. Fox
 City Manager

 Date: 8/7/89
 Joseph Costantino
 Personnel Director
 Chief Negotiator

FOR THE CITY OF SAN ANTONIO:

the dates as indicated below:

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:

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 not be the obligation of the Union 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, because this Section serves as such notice.

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 not be the obligation of the Union 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, because this Section serves as such notice.

continue in effect from year to year until replaced by a successor agreement or until terminated by mutual agreement. In no event shall this Agreement continue in effect after September 30, 2002.

51838 AN ORDINANCE

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

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

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

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

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

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

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

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

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

- (1) The right to hire, direct, transfer and assign employees.
- (2) The right to reduce in force or lay off employees because of lack of work or funds. (All reductions shall be in accordance with Civil Service Laws)
- (3) The right to determine appropriate staffing levels and work performance standards; along with the quality and quantity of services to be offered to the public; and the means and methods of offering those services.
- (4) The right to discharge for cause.
- (5) The right to use security personnel, which include, but are not limited to such job classifications incorporated with the Classification Manual as Airport Security Guard, Park Ranger, Lifeguard, School Crossing Guard, and Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.
- (6) The right to use civilians in the Police Department and the Fire Department to perform duties which do not require a commissioned officer or the power of arrest.

- a. The election shall be held on the first date permissible under state law.
- b. The party rejecting the factfinder's recommendation shall pay 3/4 of the cost of the referendum; the other party 1/4 of the cost.
- c. Each party shall be entitled to submit two (2) and only two (2) unsettled issues to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues.
- d. Certain rights are reserved to City management and are not subject to referendum. They are:
 - (1) The right to hire, direct, transfer and assign employees.
 - (2) The right to reduce in force or lay off employees because of lack of work or funds. (All reductions shall be in accordance with Civil Service Laws)

SECTION 6. (Conduct of the referendum)

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

SECTION 4. (Guidelines relating the scope of factfinding):

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

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

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

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

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

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

Rita Eckert
MAYOR

ATTEST: *James D. Robinson*
City Clerk

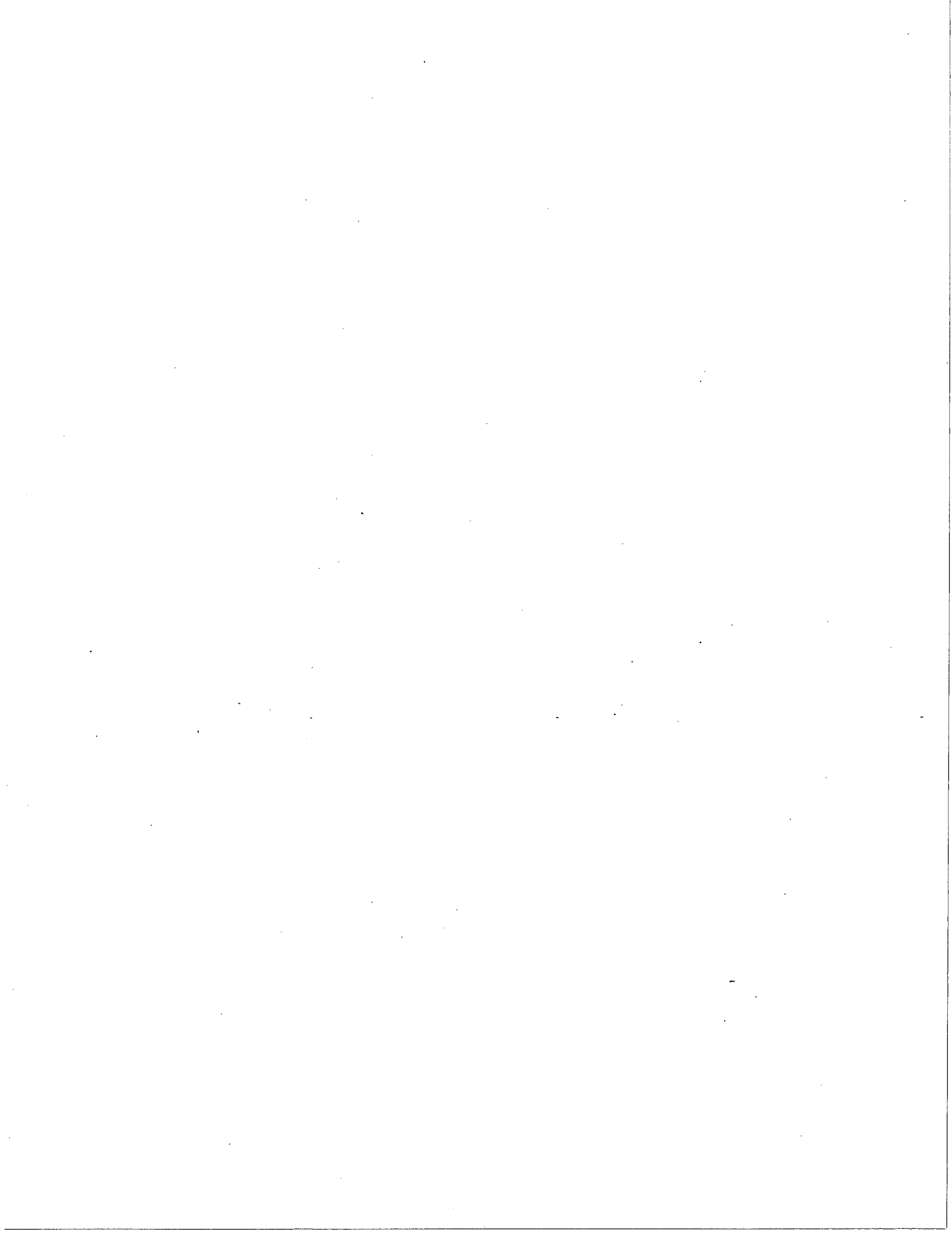
80-10

APPROVED AS TO FORM:

John J. Ambrose
City Attorney

APPROVED AS TO FUNDS:

Paul H. White
Director of Finance



AN ORDINANCE
69712

AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 624, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FOR THE PERIOD OCTOBER 1, 1988 TO SEPTEMBER 30, 1992 AND SUPPLEMENTING THE GENERAL FUND IN THE AMOUNT OF \$332,482.00 FOR FISCAL YEAR 1988/89.

WHEREAS, the City and Local 624 International Association of Firefighters, have negotiated a new collective Bargaining Agreement to establish benefits, compensation, and other terms and conditions of employment for the period from October 1, 1988 to September 30, 1992, until replaced but not later than September 30, 2002; and

WHEREAS, the membership of the Local 624 have ratified said Agreement and the City must now authorize the execution of the same; and

WHEREAS, implementation of the terms of the collective Bargaining Agreement will necessitate the supplementation of the General Fund for Fiscal Year 1988/89; NOW THEREFORE:

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

SECTION 1. The City Manager is authorized to execute a collective Bargaining Agreement with Local 624 International Association of Firefighters governing benefits, compensation, and other terms and conditions of employment for the period October 1, 1988 through September 30, 1992. A copy of the Agreement is set out in Attachment A.

SECTION 2. Implementation of the terms of said Agreement requires the supplementation of the general fund and the Emergency Medical Services Fund budgets for the Fire Department in the current year ending September 30, 1989, and the amount of \$332,482.00 is appropriated in the general fund, Index No. 415893 to Activity No. 20 and allocated to the EMS and General Fund budgets therefor as appropriate.

PASSED AND APPROVED this 22nd day of June, 1989.

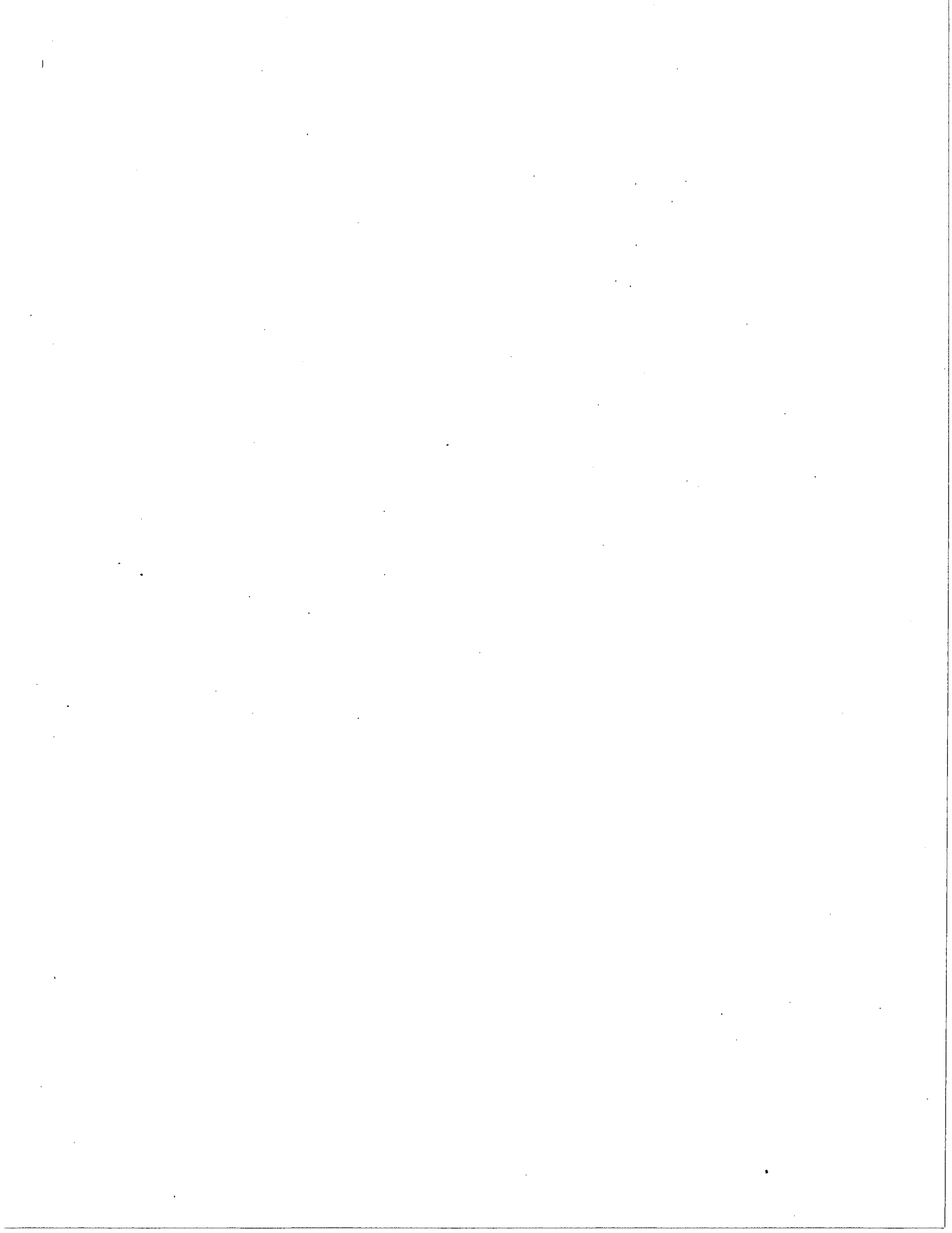
Lisa Orsini

M A Y O R

ATTEST:
[Signature]
ASSISTANT CITY CLERK

APPROVED AS TO FORM:

Tom Amundson
CITY ATTORNEY
89-27



LETTER OF MUTUAL INTENT

The City of San Antonio, Texas (hereinafter "City"), and Local 624, San Antonio Professional Fire Fighters Association ("hereinafter" "Association" or "Union"), by and through their respective, duly-authorized and undersigned representatives, hereby mutually agree and stipulate to the following interpretation of the language of the collective bargaining agreement that has been negotiated between them and effective October 1, 1988, through September 30, 1992, the same having been ratified by Association members:

1. As to Article VI, "Union Activity", Section 2, Negotiation Committee, at page 7, and Section 4, Other Activities, at page 8 (as that section deals with Union Executive Board members' time off for attendance at union meetings), wherein the parties have agreed that union representatives will be granted time off with pay (excluding additional pay), the parties maintain that such individual employee on such administrative leave shall be compensated as though the employee was at work on his regularly-scheduled assignment so that the employee will suffer no reduction in his normal, weekly pay for having participated in negotiations (and/or meetings directly relating thereto and actual travel

time--direct route--to and from said meetings) or in attendance at regularly-scheduled union meetings (including actual travel time--direct route--to and from said meetings) at his regular rate of pay and applicable scheduled FLSA overtime.

As to Article VI, "Union Activity", Section 4, Other Activities, at page 8, wherein the parties have agreed to the granting of a maximum of 480 hours administrative leave to individuals to attend seminars, the parties would intend the application of such provision to be on a pro rata basis for the first year of the Agreement beginning June 1, through September 30. Thus, the city, for the first year of this Agreement, shall grant administrative leave up to a maximum of 240 hours to individuals selected.

3. The parties agree that for the purposes of this contract the terms "upon signing of this Agreement" shall mean July 3, 1989.

4. As to Article XIV, "Overtime", Section 4, at page 17, wherein it states "Under a twenty-one (21) day cycle, each employee shall lose no more than twenty-seven (27) hours of overtime pay per year as a result of vacation leave being counted as productive time for FLSA purposes", it is intended that a Fire Fighter will lose

only one cycle of FLSA overtime per scheduled vacation even if a vacation period splits two cycles. Also, the FLSA overtime (9 hours per group) will be charged against the first three (3) vacation periods taken in that fiscal year.

5. As to Article XIV, "Overtime", Section 6, Employees Assigned to Specialized, Training, paragraph A, it is intended that the Medical Director shall assure that Fire Fighters assigned or detailed to EMS training shall incorporate FLSA standards into his training schedule. For example, (he must be sure and work out some type of schedule incorporating a maximum 28 day schedule with a maximum 160 hours.)

6. As to Article XIX, "Bereavement Leave", Section 1, at page 24, the term "immediate family" does not include step-parents.

7. As to Article XXII, "Incentive Pay", Section 5, Paramedic Certification Pay, at page 27, the parties agree that Fire Fighters who maintain their Paramedic certification at their own expense by continuing education while assigned to Fire Fighting shall be given credit for all years prior service in EMS assignment for certification pay purposes, if, at the Chief's discretion, they are reassigned to EMS.

As to Article XXVII, "Line of Duty Leave", page 39, the parties understand that upon the effective date of this Agreement all employees, even those on LOD Leave, will qualify and will be reimbursed for their sick leave used if they meet the qualifications as established herein, with the sole exception of those claims currently in litigation. The parties also understand and agree that a Fire Fighter shall not be entitled to more than the 365 calendar days of leave immediately following the

As to Article XXII, "Incentive Pay", Section 5, Paramedic Certification Pay, at page 28, third line from the top, wherein the parties have used the term "City-owned", the same shall be modified to read: "City-approved."

As to Article XXII, "Incentive Pay", Section 5, Paramedic Certification Pay, at page 28, last paragraph, the parties intend that administrative leave shall not cause to deny incentive pay in these circumstances. However, a Paramedic who would otherwise be entitled to certification pay and who has expended all available sick leave and is thus either eligible for or actually utilizing the provisions of Article XIV, "Volunteering for Injured Fire Fighters", would no longer be entitled to receive the incentive pay supplement.

10.

9.

8.

13. As to Article XXIX, "Grievance Procedure", the same provides that each party is obligated to compensate his own attorney. In this regard, however, the parties

12. As to Article XIX, "Grievance Procedure", Section 1, Scope of Procedure, paragraph E, at page 45, the parties intend that should the provisions at 143.057 be repealed then the employee would have the option of taking disciplinary matters to the Commission or, alternatively, through grievance/arbitration. However, if 143.057 is not repealed and the employee elects to proceed to a hearing examiner rather than before the Commission, the hearing examiner shall be one of the seven (7) neutrals called for herein.

11. As to Article XXIX, "Grievance Procedure", Section 1, Scope of Procedure, subparagraph B, on page 44, the parties intend that the language "all issues raised by the dispute or claim" shall include contract items and a plea in abatement cannot be used as a defense as stipulated in paragraph A of the language, is simply incorporated to keep an employee from filing a suit and then filing for grievance/arbitration also.

days shall not be applicable to Department employees. interpretation of the statutory provision concerning 365 date of injury and that the Texas Supreme Court's

14. As to Article XXXI, Section 1(B), "Promotions", at page 54, the two-year period referred to must be time spent by the Fire Fighter in actual services with the Department. Therefore, any absence in excess of thirty

be in excess of an hourly rate of \$100.00 per hour. charged by the attorney involved but, in no event, shall actual hourly rate as established and customarily or in the case of the Union and/or employee shall be the case of the "City" shall be the hourly rate of \$85.00, herein the term "reasonable attorney's fees", in the grievance--proceedings. It is agreed that as used as a result of the arbitration--not limited to the attorney's fees expended and/or generated costs including attorney's fees, including but not the authority to grant as a portion of its award all proceedings, sue in a court of law, then that court has grievance/arbitration or Civil Service Commission Article XXX, should either party after having pursued "reasonable attorney's fees" as defined below. As to fact award the "prevailing party" (singularly) defense of the City to a grievance is specious he may in grievance upon which he rules is specious or that the cases and that should the arbitrator find that a agree that this language is applicable as to "normal"

17. As to Article XXVI, "Miscellaneous", Section 5, on page 38, it is understood that should an employee refuse to submit to a psychological and/or medical examination and/or treatment upon the order of the Chief or his designee, such refusal shall constitute a "refusal to grievance/arbitration may be pursued.

16. As to Article XIX, "Grievance Procedure", Section 1, Scope of Procedure, paragraph "D", on page 44, the parties include in the term "discrimination" claims involving workers compensation, provided, however, that should a grievant allege evidentiary facts that indicate an act or omission was based upon a prejudice, the May 30, 1989, District Chief examination.

15. As to Article XXXI, "Promotions", the parties agree that the Assessment Center process will not be utilized for not apply.

(30) consecutive days will cause the fire fighter to be required to remain in that position/rank for a period of time equal to the time of his absence. Example: A Fire Fighter is an Engineer as of 1/1/87. He is off from work on a line of duty injury for thirty-one (31) days. He would be eligible for promotional examination to the position of Lieutenant as of 2/1/89. Time spent on leave for a period of less than thirty (30) days shall

DATE: 9/2/89

JOHN ANDERSON
President

FOR THE INTERNATIONAL
ASSOCIATION OF
FIRE FIGHTERS, LOCAL 624:

DATE: 8/30/89

LOUIS J. FOX
City Manager

FOR THE CITY:

18. As to Article XXXI, "Promotions", Section 5, Promotional Probation, at page 58, the parties understand that the Chief may demote during such promotional probationary period and the decision to demote shall not be subject to disciplinary appeal.

obey a command" for which discipline may be imposed. Similarly, should an employee agree to be examined and/or treated but refuse to provide the Chief with the results of such medical and/or psychological evaluation or treatment upon the order of the Chief or his designee to do so, the same shall likewise constitute a "refusal to obey a command" for which discipline may be imposed. To the extent allowed by law, the City indemnifies and holds harmless the union from liability where disciplinary action is imposed by the Department for the employee's failure to provide the results of the examination(s) contemplated herein.