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8/18/77

AN ORDINANCE **48393**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND LOCAL 624, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR A TERM COVERING THE FISCAL YEAR 1977-1978.

\* \* \* \* \*

WHEREAS, an agreement has been reached through the process of collective bargaining between the City of San Antonio, Local 624, International Association of Fire Fighters; and

WHEREAS, the City and the Association agree that the primary purposes for such an agreement are the promotion of the efficient and uninterrupted performance of the municipal fire fighting function and the establishment of fair and reasonable compensation and working conditions for the Firemen of the City; and

WHEREAS, the agreement has been negotiated by the bargaining team within the guidelines established by the City Council; and

WHEREAS, it is now necessary to execute such agreement; NOW THEREFORE:

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

SECTION 1. The City Manager is hereby authorized to execute the AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND LOCAL 624, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS. A copy of said agreement is attached hereto and incorporated herein for all purposes.

SECTION 2. This agreement shall be effective as of the 1st day of August 1977 and shall terminate July 31, 1977.

PASSED AND APPROVED this 18<sup>th</sup> day of August, 1977.

*Lela Cockrell*  
M A Y O R

ATTEST: *G. V. Jackson Jr.*  
City Clerk

**77-44**

APPROVED AS TO FORM: *M*

AN AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

LOCAL 624

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

X X X X X X X X X X X

FISCAL YEAR 1977-78

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## PREAMBLE

The following agreement by and between the City of San Antonio, Texas hereinafter referred to as the City, and Local 624, International Association of Fire Fighters (I.A.F.F.), hereinafter referred to as the Union, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Union agree that the efficient and uninterrupted performance of the municipal fire fighting function is a primary purpose of this agreement, as well as the establishment of fair and reasonable compensation and working conditions for Fire Fighters of the City. The agreement has been reached through the process of Collective Bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Fire Fighters. Therefore, this agreement is intended to be in all respects in the public interest.

## ARTICLE 1 - DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of August, 1977 and shall remain in full force and effect until the 31st day of July, 1978.

## ARTICLE 2 - RECOGNITION

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

## ARTICLE 3 - PAYROLL DEDUCTION OF DUES

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

## ARTICLE 4 - LIMITATION ON UNION ACTIVITY

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

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

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

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

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

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

#### ARTICLE 5 - MAINTENANCE OF STANDARDS

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

#### ARTICLE 6 - MANAGEMENT RIGHTS

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

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

#### THE UNION UNDERSTANDS AND AGREES THAT:

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

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

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

and update the City of San Antonio Fire Department Rules and Regulations, Special Directives and Administrative Orders. The committee shall be advisory in nature, but may offer additions, deletions or revisions to the existing Rules and Regulations, Special Directives and Administrative Orders. The committee shall meet at times and places authorized by the Chief so as to cause the least possible interference with existing duties. The work of the committee shall be conducted on City time without loss of pay by committee members. Except, that meetings which are scheduled at times when Union members who work shifts are not on duty, such members shall attend on their own time.

Within the intent of this Article, the Union recognizes the City's right to establish and enforce reasonable Rules and Regulations, Special Directives and Administrative Orders, for the conduct of the mission of the Fire Department. Likewise, the City recognizes the responsibility of management to a consistent interpretation and application of such Rules and Regulations, Special Directives and Administrative Orders, which governs the conduct of employees on the job. The interpretation and application of Rules and Regulations, Special Directives and Administrative Orders shall be subject to the Grievance and Arbitration procedure.

#### ARTICLE 3 - APPENDICES AND AMENDMENTS

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

#### ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

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

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

Step 1 - The Union Grievance Committee, upon receiving a written and signed grievance form, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

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

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

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

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

ARTICLE 10 - AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFERS, ANNEXATION, AND LOCATION

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

ARTICLE 11 - JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

At the beginning of the agreement, the City shall name two (2) members, and the Union shall name two (2) members, to a committee to study proposed changes in safety equipment, clothing, devices, and procedures for the reduction and/or elimination of hazards to the mission of the Fire Department. The recommendations of the committee shall be advisory in nature. The committee shall meet at times and places authorized by the Fire Chief so as to cause the least possible interference with existing duties. The work of the committee shall be conducted on City time without loss of pay by committee members. Except, that meetings which are scheduled at times when Union members who work shifts are not on duty, such members shall attend on their own time.

ARTICLE 12 - WAGES

Employees in the following classifications shall receive the following monthly salary, not including longevity, effective the first pay period beginning on or after August 1, 1977:

| <u>CLASSIFICATION</u>                                         | <u>MONTHLY SALARY</u> |
|---------------------------------------------------------------|-----------------------|
| PROBATIONARY FIREFIGHTER--first six (6) months of employment. | \$ 878                |
| FIREFIGHTER--seventh through eighteenth month of employment   | \$ 1001               |
| FIREFIGHTER--beginning the nineteenth month of employment     | \$ 1111               |
| ENGINEER                                                      | \$ 1217               |
| LIEUTENANT                                                    | \$ 1391               |
| CAPTAIN                                                       | \$ 1591               |
| DISTRICT CHIEF                                                | \$ 1821               |
| ASSISTANT CHIEF                                               | \$ 2086               |

ARTICLE 13 - CALL BACK PAY

All employees covered by the terms of this agreement who are called back to duty from off duty shall be paid at least two (2) hours minimum at 1.5 the basic rate of pay.

ARTICLE 14 - HOURS

The following shall be the regular established work schedules for the employees covered by this agreement and shall remain in effect, except that the Chief may make no more than one change per section during the life of this agreement, and then only after 60 (sixty) days notification in writing to the Union. During the 60 (sixty) day notification period, the Union shall be given the opportunity to meet and confer with

the Chief and register any objections they may have to the change of hours.

PART 1 -- FIRE ALARM AND EMERGENCY MEDICAL SERVICE DISPATCHING EMPLOYEES

Employees assigned to Fire Alarm and Emergency Medical Service Dispatching shall work the following regular hours, with the exception of the District Chief assigned to Fire Alarm:

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

40 HOUR WORK WEEK: SCHEDULE FOR ONE EMPLOYEE

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

PART 2 -- SPECIFIED EMPLOYEES IN THE FIRE DEPARTMENT REPAIR SHOPS

Employees assigned to the Fire Department Repair Shops who may be called back to duty in the event of a vehicle breakdown or other responsibilities of the Shops during off-duty hours shall work the following repair hours:

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



SHOP: SCHEDULE FOR ONE EMPLOYEE

| <u>S</u> | <u>M</u> | <u>T</u> | <u>W</u> | <u>T</u> | <u>F</u> | <u>S</u> |
|----------|----------|----------|----------|----------|----------|----------|
| Off      | 8        | 8        | 8        | 8        | 8        | Off      |
| Off      | 8        | 8        | 8        | 8        | 8        | Off      |
| Off      | 8        | 8        | 8        | 8        | 8        | Off      |
| Off      | 8        | 8        | 8        | 8        | 8        | Off      |
| Off      | 8        | 8        | 8        | 8        | 8        | Off      |
| Off      | 3        | 8        | 8        | 8        | Off      | Off      |

PART 3 -- FIREFIGHTING AND SPECIFIED EMERGENCY MEDICAL SERVICE EMPLOYEES

Employees assigned to the Fire Fighting Division and Emergency Medical Service Division assigned to fire stations shall work the following regular hours:

- a. An average 56 hour work week.
- b. The work week is seven (7) consecutive 24 hour periods beginning at 12:00 noon on Sunday and ending at 12:00 noon the following Sunday.
- c. The work period is three (3) consecutive weeks or 21 days beginning at 12:00 noon Sunday and ending 21 days later.
- d. The work shift shall begin at 12:00 noon and end at 12:00 noon the following day, consisting of 24 consecutive hours. One (1) work shift shall equal two (2) working days.
- e. The regular schedule shall consist of three (3) days with the employee working 24 consecutive hours on duty followed by 48 consecutive hours off duty, and at that time, the schedule repeats.

56 HOUR WORK WEEK: SCHEDULE FOR ONE EMPLOYEE

| <u>S</u> | <u>M</u> | <u>T</u> | <u>W</u> | <u>T</u> | <u>F</u> | <u>S</u> |
|----------|----------|----------|----------|----------|----------|----------|
| 12       | 12       | Off      | 12       | 12       | Off      | 12       |
| 12       | Off      | 12       | 12       | Off      | 12       | 12       |
| Off      | 12       | 12       | Off      | 12       | 12       | Off      |

PART 4 -- ARSON EMPLOYEES

Employees assigned to the Arson Division shall work the following regular hours with the exception of the Captain assigned to Arson:

- a. A 40 hour work week.
- b. Four (4) 40 hour work weeks, Monday through Friday beginning at 7:45 A.M. and ending at 4:30 P.M. each day.
- c. Two (2) 40 hour work weeks, Sunday through Thursday, beginning at 10:00 A.M. and ending at 6:00 P.M. each day.
- d. Two (2) 40 hour work weeks, Tuesday through Sunday beginning at 10:00 A.M. and ending at 6:00 P.M. each day.

- e. Two (2) 40 hour work weeks, Monday through Friday, beginning at 6:00 PM and ending at 2:00 AM each day.
- f. At the end of the tenth week, the schedule repeats.
- g. In the event an Arson Investigator is required when none are scheduled, they shall be called back to work on a rotating basis and compensated as specified by this agreement.

40 HOUR WORK WEEK: SCHEDULE FOR ONE EMPLOYEE

| <u>S</u>            | <u>M</u>            | <u>T</u>            | <u>W</u>            | <u>T</u>            | <u>F</u>            | <u>S</u>            |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Off                 | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | Off                 |
| Off                 | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | Off                 |
| Off                 | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | Off                 |
| Off                 | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | 7:45 AM<br>4:30 PM  | Off                 |
| 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | Off<br>Off          | Off<br>Off          |
| 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | Off                 | Off                 |
| Off                 | Off                 | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>5:00 PM |
| Off                 | Off                 | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM | 10:00 AM<br>6:00 PM |
| Off                 | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | Off<br>Off          |
| Off                 | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | 6:00 PM<br>2:00 AM  | Off                 |

PART 5 -- EMPLOYEES ASSIGNED TO EMERGENCY MEDICAL SERVICE TRAINING

Employees assigned to Emergency Medical Service Training shall have their hours scheduled at the discretion of the Emergency Medical Service Director.

PART 6 -- FIRE PREVENTION EMPLOYEES

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

Fifteen (15) weeks at 40 hours per week, Monday through Friday beginning at 7:45 AM and ending at 4:30 PM with 45 minutes for lunch and two (2) 15 minute breaks, one (1) in the morning and one (1) in the afternoon. One week at 40 hours per week, Monday through Friday beginning at 3:00 PM and ending at 11:00 PM. At the end of the sixteen (16) weeks, the schedule repeats.

PART 7 -- OTHER EMPLOYEES

All other employees not specifically mentioned before, including those employees assigned to the Fire Chief's Office, the Captain of Arson, the District Chief in Fire Alarm, the Fire Department Snoos, the Services Division, the Training Division, and the Emergency Medical Services Division shall work the following hours:

A 40 hour work week, Monday through Friday, beginning at 7:45 A.M. and ending at 4:30 P.M. each day, with 45 minutes for lunch and two (2) 15 minute breaks, one (1) in the morning and one (1) in the afternoon.

ARTICLE 15 - - CITY PROTECTION FOR FIREFIGHTERS

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

ARTICLE 16 - - SICK LEAVE

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

ARTICLE 17 - - DEATH IN THE FAMILY

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

ARTICLE 18 - - WORKING OUT OF CLASSIFICATION

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

ARTICLE 19 - - HOLIDAYS

All employees covered by this agreement shall be granted the same legal holidays observed by the City.

ARTICLE 20 - - CLOTHING ALLOWANCE

Each employee shall receive a clothing allowance of \$200 per year payable quarterly at \$50.00 for payment on or before:

October 31, 1977  
January 31, 1978  
April 30, 1978  
July 31, 1978

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

ARTICLE 21 - - PARKING

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

ARTICLE 22 - - FAMILY MEDICAL INSURANCE

The City shall provide all employees who qualify with Family Medical Insurance and shall pay the full cost of said insurance. The insurance shall be the same group policy available to other City employees. The coverage shall be effective August 1, 1977 for employees presently covered, and as soon thereafter as the rules and regulations of the insurance carrier permit for those employees who qualify but are not presently covered and who

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

#### ARTICLE 23 - - APPRENTICESHIP AND PROBATIONARY PERIOD

A Firefighter (probationary) shall serve a six (6) months probationary period and upon successful completion thereof, shall be entitled to reclassification to class number 0660 Firefighter. This reclassification entitles the employee to all benefits and emoluments previously accruing to the newly acquired Firefighter classification; except that for ninety (90) additional days the employee shall serve an apprenticeship. During the apprenticeship period the Firefighter may be discharged at the discretion of the Chief without appeal to the Commission and not subject to any grievance procedure whatever in the same manner as applies to the Firefighter (probationary).

For all promotional ranks there shall be a probationary period of six (6) months. During the promotional probationary period an employee may be demoted by the Chief to the rank from which promoted.

Upon demotion while holding a probationary promotion, an employee shall resume the competitive rank from which appointed and the salary shall be in accordance with said competitive rank with service time credited as continuous time in that competitive rank and with all salary increases to which the employee would have been automatically entitled had the employee continuously remained in said competitive rank. If the probationary period is successfully completed, the probationary period shall count as time in grade in the new rank.

The above provisions shall apply only to those employees hired or promoted after the effective date of this agreement.

#### ARTICLE 24 - - SUSPENSIONS AND PROCEEDINGS

The Chief shall exercise as a disciplinary measure the suspension of any employee covered by this Agreement as follows:

- A. For periods not to exceed thirty (30) working days, which suspension may be appealed by the employee to the Commission in accordance with the appeal procedures set out in Article 1269M of the Fire and Police Civil Service Law.
- B. No act or acts may be complained of by the Chief which did not happen or occur within one (1) year immediately preceding the date of suspension by the Chief.

#### ARTICLE 25 - - DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this agreement. Each party for the term of this agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

#### ARTICLE 26 - - SAVINGS CLAUSE

Should any provision of this agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provision 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.

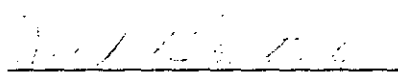
SIGNATURE PAGE


IN WITNESS WHEREOF, WE THE CITY'S  
CHIEF NEGOTIATOR AND THE UNION'S  
CHIEF NEGOTIATOR HERETO HAVE  
SET OUR HANDS

THIS 16 DAY OF August, 1977.

FOR THE UNION:

FOR THE CITY:

  
\_\_\_\_\_  
JACK BOSTICK  
CHIEF NEGOTIATOR

  
\_\_\_\_\_  
CLAUDE C. MCRAVEN  
CHIEF NEGOTIATOR

The foregoing agreement approved this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

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

\_\_\_\_\_  
THOMAS E. HUEBNER  
CITY MANAGER

ATTACHMENT NO. 1

EXPEDITED LABOR ARBITRATION RULES

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

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

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TF:amt  
7/26/77

AN ORDINANCE **48335**

AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOCAL 624, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, IN SETTLEMENT OF LITIGATION RELATIVE TO THE 1976-77 FIREFIGHTERS LABOR CONTRACT.

\* \* \* \* \*

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

SECTION 1. The City Manager is authorized to execute an agreement with Local 624, International Association of Firefighters, in settlement of litigation relative to the 1976-77 Firefighter's labor contract.

SECTION 2. A copy of the agreement is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 28<sup>th</sup> day of July, 1977.

*Lita Cockrell*  
M A Y O R

ATTEST: *G. V. Jackson Jr.*  
City Clerk

**77-41**


APPROVED AS TO FORM: *Tom Smiley*  
City Attorney




AN AGREEMENT


The City of San Antonio and Local 624, International Association of Firefighters, desiring to resolve the impasse which has existed in their attempts to arrive at a collective bargaining agreement for the Fiscal Year 1976-77, do hereby agree to the following:

1. The City agrees to pay all members of the Firefighters' bargaining unit a lump sum payment which amounts in total to 5.5% of the base wage earned between August 1, 1976 and July 2, 1977. As of July 2, 1977, the base wage of all Firefighters in the bargaining unit shall be increased by 5.5% and all fringe benefits which are computed on the base wage shall after that date be computed at the higher wage scale. Any Firefighter who was separated from the service between August 1, 1976 and July 2, 1977 shall receive his pro rata share of the lump sum payment computed according to the length of time served between those dates.
2. Local 624, I.A.F.F. agrees to drop and discontinue all litigation which is in any manner associated with the contract impasse and to consider this agreement as full compliance with the State collective bargaining law for the time period of Fiscal Year 1976-77.
3. Both parties agree to return to the bargaining table and to bargain in good faith with the objective of reaching agreement on a new contract to cover a period beyond August 1, 1977.

  
\_\_\_\_\_  
Jack Bostick  
Negotiator for Local 624  
Date: July 27, 1977

  
\_\_\_\_\_  
Curtis R. Franz  
President, Local 624, I.A.F.F.  
Date: July 27, 1977


  
\_\_\_\_\_  
Claude C. McRaven  
Negotiator for City of  
San Antonio  
Date: July 27, 1977

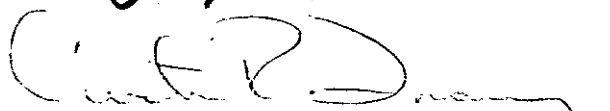
  
\_\_\_\_\_  
Thomas Huebner  
City Manager  
City of San Antonio  
Date:

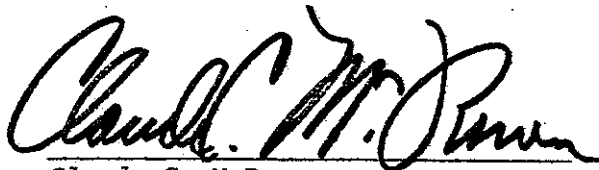
AN AGREEMENT

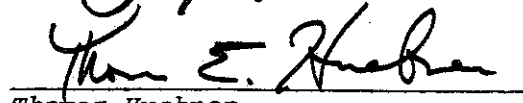
The City of San Antonio and Local 624, International Association of Firefighters, desiring to resolve the impasse which has existed in their attempts to arrive at a collective bargaining agreement for the Fiscal Year 1976-77, do hereby agree to the following:

1. The City agrees to pay all members of the Firefighters' bargaining unit a lump sum payment which amounts in total to 5.5% of the base wage earned between August 1, 1976 and July 2, 1977. As of July 2, 1977, the base wage of all Firefighters in the bargaining unit shall be increased by 5.5% and all fringe benefits which are computed on the base wage shall after that date be computed at the higher wage scale. Any Firefighter who was separated from the service between August 1, 1976 and July 2, 1977 shall receive his pro rata share of the lump sum payment computed according to the length of time served between those dates.
2. Local 624, I.A.F.F. agrees to drop and discontinue all litigation which is in any manner associated with the contract impasse and to consider this agreement as full compliance with the State collective bargaining law for the time period of Fiscal Year 1976-77.
3. Both parties agree to return to the bargaining table and to bargain in good faith with the objective of reaching agreement on a new contract to cover a period beyond August 1, 1977.

  
\_\_\_\_\_  
Jack Bostick  
Negotiator for Local 624  
Date: July 27, 1977

  
\_\_\_\_\_  
Curtis R. Franz  
President, Local 624, I.A.F.F.  
Date: July 27, 1977

  
\_\_\_\_\_  
Claude C. McRaven  
Negotiator for City of  
San Antonio  
Date: July 27, 1977

  
\_\_\_\_\_  
Thomas Huebner  
City Manager  
City of San Antonio  
Date:

## Interdepartment Correspondence Sheet

TO City Council

FROM Clyde C. McCollough, Jr., Director of Personnel

COPIES TO File

SUBJECT Collective Bargaining Agreement with Local 624,  
International Association of Firefighters (I.A.F.F.)

Date July 25, 1977

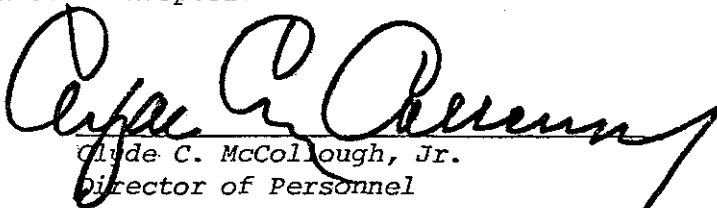
The City of San Antonio and Local 624, I.A.F.F. resolved an impasse which has existed and arrived at a collective bargaining agreement for the Fiscal Year 1976-77.

This ordinance will authorize the City Manager to enter into an agreement which allows payment to all members of the Firefighters' bargaining unit a lump sum payment of 5.5% of the base wage earned between August 1, 1976 and July 1, 1977, inclusive. As of July 2, 1977, the base wage of all Firefighters in the bargaining unit shall be increased by 5.5%. All fringe benefits which are computed on the base wage shall, after that date, be computed at the higher wage scale. Any Firefighter of the bargaining unit separated from the service between August 1, 1976 and July 1, 1977, inclusive, shall receive his pro rata share of the lump sum payment computed according to the length of time served between those dates.

In turn, Local 624, I.A.F.F., agrees to drop and discontinue all litigation which is in any manner associated with the contract impasse. The Local considers this agreement as full compliance with the State Collective Bargaining Law for the Fiscal Year 1976-77.


Mr. Carl White, Director of Finance, estimates the cost of this agreement to be \$782,565.00 and this money had been budgeted for in Fiscal Year 1976-77.

It is recommended that this ordinance be adopted.

  
Clyde C. McCollough, Jr.  
Director of Personnel

CCMc:laj

RECOMMENDATION APPROVED:

  
THOMAS E. HUEBNER  
CITY MANAGER