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Emergency Medical Technicians (Regular)"
between the Employer and the Union,

"Agreement" means the Collective Bargaining Agreement negotiated by and between the Employer and the Union.

4. "Participating Agent" means the International Association of Fire Fighters Local 624.

3. "Union" means the International Association of Fire Fighters Local 624.

2. "City" means the City of San Antonio.

1. "Employer" means the City of San Antonio.

DEFINITIONS

ARTICLE I

Civilian personnel, including Fire Fighters Trainees enrolled in the Initial Fire Academy.

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 Fighters Trainees enrolled in the Initial Fire Academy.

ARTICLE II

May arise during the term of this Agreement.

Any dispute concerning the terms of this Agreement, including but not limited to the interpretation or application of this Agreement, shall be settled by the parties to the Agreement, by reconciliation or arbitration.
6. "Employee" means any full time, permanent, paid employee who has been hired in substantial compliance with Chapter 143 of the Local Government Code.

7. "Fire Fighter" means the Firefighter and Police Officer Civil Service Commission of the City of San Antonio.

8. "Grievance" means the dispute or disagreement involving the interpretation, application or alleged violation of any provisions of this agreement, and/or, of any applicable state or federal statute, rule, or regulation dealing with the employment/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.


12. "Base Pay" means an employee's monthly salary as shown in Article XIII of this Agreement.
P. Utilize the Fire Department in emergency situations to protect life and
property.

E. Reassign employees from duties due to lack of work, subject to Civil Service
Regulations and/or the terms of this Agreement.

D. Maintain the efficiency of Governmental operations.

C. Suspend or discharge employees for just cause, subject to Civil Service
Agreement.

B. Within the City, subject to Civil Service Regulations and/or the terms of this
Agreement, hire, promote, demote, transfer, assign, and retain employees in positions
work.

A. Direct the work of its employees to include the scheduling of overtime
existing rights of the City. These rights include:

The Union recognizes the management of the City of San Antonio and the direction
MANAGEMENT RIGHTS

ARTICLE III

Equal force and include reference to the Female Gender.

14. "Gender" Reference to the Male Gender throughout this Agreement shall have
the Academy in the Department.

13. "Employees Anniversary Date" Shall mean the employees date of employment (in
SECTION 1. The Union recognizes the City's right to establish and enforce rules and regulations, special directives and administrative orders.

ARTICLE V.

A. Every duty connected with operations enumerated in job descriptions is not always duties not subject to the sworn fire fighters. Civilian employees perform duties which do not require a.

C. The Union understands and agrees that.

Determine the methods, processes, means, and personnel by which operations terms of this agreement.

H. Article V.
B. The City shall be obligated to provide each station and employee with a copy of the Rules and Regulations approved by the Department.

Section 2. Grievance and Arbitration Procedure.

The grievances, Special Regulations and Administrative Orders shall be subject to the conduct of employees on the job. The interpretation and application of rules and regulations, Special Regulations and Administrative Orders, which governs the conduct of the employees, is subject to the management.
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
Union members or officers.

Section 1. Union Activity on Department Property.

ARTICLE VI

23, 1986, incorporated as Attachment "A."
While City Edelweiss is adopted and approved under City Ordinance No. 62206 dated January
as a result of the further performance of his duties pursuant to the provisions of
the City will depend on guilt or merit of the Firefighter 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 heretofore approved by the City.

Section 5. 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, acknowledgment of receipt shall be the burden of the superior
in rank, the employee, a copy of such new directive, rule, special order
communicated to the employees at a briefing of employees by their superiors
Actual time required in the meeting itself shall only be for reasonable transportation time to and from the meeting site and
the meeting occurs during the regularly scheduled working time of the employees. Time off for the purpose of attending negotiating meetings between the City and the Union when such meetings are to express, a
maximum of three (3) members of the Union
Section 2. Negotiating Committee. The minimum time shall be granted time off with pay (excluding additional pay) for

advance notice. The Union shall submit an outline of their presentation to the Chief in
the Fire Academy. The Union shall submit an outline of their presentation to the Chief in
four (4) hours of orientation class with Fire Cadets within the first two (2) weeks of entering
authority granted pursuant to this Article. The Union will be allowed a scheduled
in Article XXIX of this Agreement that the Chief has unreasonably exercised his
be binding unless or until it has been determined through the grievance procedure found
property of the work of an individual Union member on City time as provided herein shall
the determination by the Fire Chief that Union meetings on Fire Department

to this Section.

the Union or any of its members on City time and/or Fire Department property pursuant
Notwithstanding the provisions hereof, political activity shall not be conducted by

Department duties.

at their work location as long as such business does not interfere with their Fire
Union officials and committee members may conduct Union business on City time
Chief or his designated representative.

The Union may hold meetings pertinent to Union business on Fire Department
property, provided that permission for such meetings is obtained in advance from the Fire

Chief.
additional compensation. The Fire Chief, when properly notified, shallGranted said
administrative leave will be compensated at his regular rate of pay and is entitled to no
administered seminars, workshops, and conventions designated by the Union. A Firefighter on such
advance as to the dates and identity of individual members participating in such
the Union President. The Union shall notify the Chief at least seven (7) calendar days in
attending seminars, workshops, and conventions, and conventions at any given time upon the request of
(480) hours per fiscal year to those individuals selected by the Union for the purpose of
The City shall grant administrative leave up to a maximum of four hundred eighty
own time away from the Department premises.
meetings, conferences, seminars, or other Union functions on the employees.
Nothing in this Article is intended to restrict or prohibit employees from attending
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.
Exceeding the number of Executive Board members collectively elected (15) occasions per
Executive Board members. In no event, however, shall the total number of occasions where time off is
members, when such meetings occur on the regularly scheduled work shift of said Executive Board
Executive Board members will be granted. Section 4. Other Activities. Any Union Executive Board member shall be granted
private organizations.
receipt of the same conditions that they are made available to other such
prevent the Union from utilizing City facilities, available to private organizations on a
Section 2. City Facilities. Nothing in this Article is intended to prohibit or

their merits and hold of any remarks about their opponents.
consist of a simple, straightforward listing of the candidates, without editorializing among its employees. The notice of union endorsements of political candidates shall entail the operations of the Department, or where the granting of same would adversely affect the welfare of the citizens or bon animo.
imperative the instances of emergencies, or where the same would administratively leave, except in the instances of emergencies, or where the same would

Notifications of announcements, including reports of union committees shall not contain

provisions of the following paragraphs:

1. Union endorsements of political candidates shall be in accordance with the
   provisions of the following paragraphs:

   a. Minutes of union meetings which do not violate the provisions of the
   b. Legislative endorsements and judicial decisions affecting employees.
   c. International Association of Fire Fighters and Fire Association Notices.
   d. Reports of union committees.
   e. Union elections.
   f. Union meetings.
   g. Recreation and Social Affairs.

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

administratively 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 any voluntary and individually authorized by the member. A deduction specified 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 those deductions to the notified following notification pursuant to thirty (30) days within thirty (30) days. The President and Financial Secretary shall notify the President of the Constitution and By-laws of the Union and shall be authorized by each member with the Financial Secretary of the Union and the President of Finance. Due shall be set in accordance with each member of the Union in the amount certified to be current by the Financial Secretary of the Union. The City agrees that on each pay day, it shall deduct Union dues from each member.

PAYROLL DEDUCTION OF DUES

ARTICLE VII

Announcement complies with the provisions of Section 5 above. Chancellor of the Union, which approval shall not be unreasonable within the time of this contract, special announcements, etc. All announcements shall first be approved by the Union. The Union will be allowed use of these mediums for the purposes of pertinent information. The Union will be.

Section 6, Radio, MDT, and Electronic Media Announcements. The Union will be.

The City to revoke this concession and such reversion is subject to the Grefewance. The Union President or his designated representative shall be responsible for the contents of the above notice. Any violation of the provisions of this article shall entitle the Union President or his designated representative shall be responsible for the.
the number of complaints and, in all cases, reserves the right to speak, visit with the

as in the past, to mitigate grievances at all informal and formal levels in order to reduce

place in jeopardy. The Union President, as part of his Union duties, reserves the right,

Union President during emergencies or when the welfare of the citizens of San Antonio is

The City agrees that the President of the Union will be placed on special

Special Assignment of Association President

ARTICLE VIII

Deduction will be charged or affected

organization or of deductions for any other purpose, provided, however, that no present

payment of dues and fees to Local Union No. 524, to the exclusion of any other

Section 4. This Article shall apply only to payroll deductions authorized for the

deduction of dues and special assessments,

harmless from any cause of action instituted by any individual as a result of the City's

satisfaction of same. The City, The Union agrees to indemnify, and hold the City

promptly refund to the City any amount paid to it in error upon presentation of

deducted as dues and assessments pursuant to this Section. The Union agrees to

Section 3. The City will be obligated to remit to the Union only those sums
ARTICLE IX.

MUTUALS FOR THE DURATION OF THIS AGREEMENT.

ARTICLE X.

MAINTENANCE OF STANDARDS

ARTICLE XI.

It is understood that the President of the Union shall not suffer any loss of participation as the duly-elected representative of men and women of the Union in any discussion that may affect the quality of workplace, health, and well-being of any Union members.

It is the President of the City of San Antonio whom the President in addition, he will for the Pierce safety of the City of San Antonio whom the President is not entitled to tour existing fire facilities and to review existing equipment towards the goal of improving the quality of workplace men and women who are members of the Union, as well as to tour existing fire facilities where such refusal would refuse to cross any picket line by whomever established, wherever such refusal would disrupt, impede, or otherwise impair the normal functions of the Department, not to The Union shall not cause, counsel, or permit its members to strike, slow down.

NO STRIKES, NO TROKOUTS
be at liberty to discuss pending grievances and/or issues of mutual interest and/or
In addition to the establishment of committees, the Chief and the President shall
committee, and an equipment committee.
meetings and a vehicle accident committee, joint occupational safety and health
In addition to such other committees as they shall choose to establish, there shall be
necessary committees with specific goals and objectives of mutual benefit and concern.
heath and safety, and other such matters. They shall be authorized to jointly appoint
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 (it

LABOR MANAGEMENT RELATIONS

ARTICLE XI

PROCEDURES OF THIS AGREEMENT

ARTICLE X

NON-DISCRIMINATION

ARTICLE XI

The City, the Chief, and the President agree that neither shall willfully
interfere with or impede the performance of the employee duties as an employee of

Section 2. Alleged violations of Section 1, as well as claims of discrimination made
duties of the position.

Section 1. Alleged violations of Section 1, as well as claims of discrimination made

color, creed, national origin, sex, age or handicap if otherwise entitled to fulfill the
discriminate against any employee, member, or prospective member, because of race,

Section 1. Both the City and the Union agree that neither shall willfully

The City, the Chief shall not look out any employee.
ENGINER -- Beginning 6th month
2,706.00

ENGINER -- Promotion through 6th month
2,654.00

FIRE PITCHER -- Beginning 6th month
2,468.00

FIRE PITCHER -- Beginning the nineteenth month
2,422.00

FIRE PITCHER -- Beginning of employment
2,182.00

Eighth month of employment

FIRE PITCHER -- Beginning of probation through

MONTHLY SALARY

CLASSIFICATION

Monthly base salaries, effective October 1, 1988:

Section I. Employees in the following classifications shall receive the following wages:

ARTICLE XIII

are not on duty, such employees shall attend on their own time. except that meetings which are scheduled at times when Union members who work shifts
committees shall be conducted on City time without loss of pay by committee members,
so as to cause the least possible interference with existing duties. The work of said
Any committees desiganted shall meet at times and places authorized by the Chief
employees of the Department.

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

2,975.00

Beginning 6th month

Engineer --

2,919.00

Promotion through 6th month

Engineer --

2,715.00

Beginning 6th month

Firefighter --

2,664.00

Beginning employment through 6th month

Firefighter --

Beginning the sixteenth month

Firefighter --

4,400.00

Sixteenth month of employment

Firefighter --

Beginning of promotion through

Firefighter --

Beginning the sixteenth month

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
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.

ARTICLE XI

OVERTIME

Per year of service payment called for in Chapter 141.032 Local Government Code, per month dollar ($8.00) payment as noted herein shall be in lieu of the four dollar ($4.00) per month dollar ($0.00) increase in monthly adjustments will not increase any fifth year level. The eight dollar ($8.00) increase in his longevity pay per month, and the eight dollar per month (8) each fire fighters anniversary date which is not a multiple of five (5), the shall receive.

On each fire fighters anniversary to a maximum of thirty (30) years, if a fire fighter is a thirty-year scheduled, each fire fighter's base pay shall be increased by three percent (3%) for each year effective beginning October 1, 1990, in addition to wages as set forth in the pay schedule.

Section 3. Longevity

- Non-appointed Assistant Chiefs

- Assistant Chief -- $5,005.00
- District Chief -- $4,367.00
- Captain -- $3,816.00
Being counted as productive time for P.L.54A purposes,
twenty-seven (27) hours of overtime paid per year as a result of scheduled vacation leave
under a twenty-one (21) day cycle; each employee shall take no more than
three week’s gross regular salary.

Worked in excess of 160 hours times the quotient of 159, divided into the employee’s
receive overtime pay based on the following: 1.5 times the number of hours actually
of one hundred eighty-nine (189) 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 eighty-nine (189) hours per twenty-one (21) day work cycle, accordingly,
receive time and one-half (11/2) 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.

106 times the number of hours actually worked in excess of 160 hours times the quotient of
hours actual times the number of hours actually worked by said employee in excess of one hundred five (105) during the twenty-one
of one hundred sixty-nine (169) hours per twenty-one (21) day 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 be assigned a fifty-six (56) hour
Section 2. All Fire Suppression employees who are called back to work when they are on duty shall
Section 2. All employees who are called back to work when they are off duty shall
An average of 42 hours work per week.

4. Fire Alarm shall be the following regular hours:

Regular Medical Technicians and Emergency Medical Service Dispatchers and

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

the change of hours.

provided herein. Any additional changes must be by mutual consent between the City

sixty (60) days notification in writing to the Union unless expiration to notification is

Chief may make no more than one change per section per contract, and then only after

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 renegotiation votes by the City Council and the Union Members.

over those subjects. It is understood that anything agreed to during such re-negotiation shall

shall meet within sixty (60) days following such notice to begin contract 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 reopen on the subjects embodied in

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

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

Applicable to the same hours of work, only the higher rate(s) of compensation shall be
Section 2. Speckled Employees in the Fire Department Repairs Shops.

Vacation scheduling must be equitable throughout the year.

Four hours off prior to working. This applies to overtime and working time.

If personnel are on a response at shift change, personnel must have twenty-four (24) continuous hours, except for leave, etc.

Administrative purposes (sick leave, annual leave, military leave, other leave, disciplinary action, military)

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42 Hour Work Week - Schedule for One Employee

Consisting of Twenty-Four (24) consecutive hours.

Work shift shall begin at 7:00 a.m. and end at 7:00 a.m. the following day.

Beginning at 7:00 a.m. Sunday and ending twenty-four (24) days later. The work period is four (4) consecutive weeks or twenty-four (24) days.

B. The work period is four (4) consecutive weeks or twenty-four (24) days.
at 7:00 a.m. and shall end at 5:00 a.m. The hours of the first 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 5:00 p.m. and end at 7:00 a.m. The hours of the day shift shall begin at 7:00 a.m. and end at 5:00 p.m. The hours of the evening shift shall begin at 5:00 p.m. and end at 7:00 a.m. The hours of the day shift shall begin at 7:00 a.m. and end at 5:00 p.m.

D. A forty (40)-hour, ten (10)-hour-per-day, four (4)-day work week.

A. A forty (40)-hour, five (5)-day work week.

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 the Arson Division shall work.

Section 6. Arson Employees assigned to the Arson Division shall work.

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56 Hour Work Week - Schedule for One Employee

One (1) work shift shall equal two (2) working days.

Beginning at 12:00 noon the following day, consisting of twenty-four (24) consecutive hours.

Twelve-coo (twelve) days later, the work shift shall begin at 12:00 noon and end at 12:00 noon the following (twenty-one) days later. The work period is three (3) consecutive weeks or twenty-one (21) days beginning at 12:00 noon Sunday and ending at 12:00 noon Sunday.

An average fifty-six (56) hour work week. The work period is three (3) consecutive days.

Assignment of Arson Division employees assigned to the Arson Division, shall work the following regular hours:

Section 7. Fire Fighting.

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Afternoon.

(45) minutes for lunch, and two (2) 15 minute breaks (1) in the morning and one (1) in the afternoon.
Employee assigned or detailed to specialized training, i.e., Hazard, National Training Period in accordance with the provisions of the Fair Labor Standards Act, not to exceed a forty (40) hour work week over the duration at the discretion of the Emergency Medical Service.

Section 6. Employees Assigned to Specialized Training.

P. CHIEF PURSUANT TO SECTION 1 OF THIS ARTICLE, personal at work on a rotating basis and compensated as specified by this Agreement. The scheduled provided herein may be changed or modified by the holder to work on a rotating basis and compensated as specified by this Agreement.

R. In the event an arson investigator is required when none is scheduled or when scheduled personnel are not available to respond, he shall be called back.

Section 6. Employees Assigned to Arson Investigations.

F. Employees assigned to arson investigations shall not be paid for overtime or for shift work.

D. Each employee shall work each scheduled for two (2) consecutive weeks and

C. Each employee shall work each scheduled for two (2) consecutive weeks and
Section 8. Transfer from one shift schedule to another. An employee who is transferred and, as a result, changes from one shift assignment to another (e.g., afternoon), lunch and two (2) fifteen (15) minute breaks, one (1) in the morning, and one (1) in the afternoon.

Section 7. Pre-employment, Airworthiness Coordinator, and Other Unlicensed Employees.

(40) hour work week.

The D.M.'s Division and are covered by PTSA guidelines relative to a forty (40) hour work week. Employees assigned or detailed to Paramedic Training are considered part of C. most expedient mode (and class time required while on specialized training).

May not exceed current P.L.S.A. cycle average and such employees' schedule may be adjusted to compensate for reasonable, most direct route and overtime, as per their regular assignment. Total hours worked
This return to duty.

For that shift, he must provide a return-to-work certificate signed by a physician upon
holding. If a person requests annual leave and is denied and the employee cells in sick
suppression and one in PM), 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 PM)
400's office for those assigned to PM Suppression and 800's office for PM). The 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.
(2) 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

- 20 days
- 15 days

vacation

ARTICLE XXII

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 XVII
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, the Chief shall be entitled to bereavement leave as provided in the immediate family, and, as a result, is required by the military to make up the death in the immediate family during the occurrence of a death in the immediate family

rather than law, grandchild, or other members of the immediate household.

rather than the death.

The immediate family shall be defined as the employee’s mother, father, mother-in-law, and spouse, child, brother, sister, grandchild, and

rather than the death.

following the death.

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

following the death.

A. Employees working the suppression, fire alarm, and other emergency personnel 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

PREVAILMENT TRAVERSE

ARTICLE XIX

HOLIDAYS

ARTICLE XVIII
transferred to the employee.

employee has graduated from the Fire Academy, at which time ownership will be
and suspenders. These items shall remain the property of the Fire Department until the
employee shall be issued the heavy fire fighting pants, heavy fire fighting coat, boots,
Section 3. As a substitute for the initial $500.00 clothing allowance, each new
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 4. Effective October 1, 1991, 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 2. Effective October 1, 1990, 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 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
Section 1. Effective upon the execution of this Agreement.

ARTICLE XX

procedures of this Agreement.

provided, however, that such dental shall be subject to the existence and exploitation
Section 2. HAZ-MAT Incentive

Per month incentive during their active assignment, personnel assigned to the Hazardous Material (Hazardous Material Team) shall receive a $100.00

Effective with the signing of this Agreement.

Section 2. HAZ-MAT Incentive

Effective with the signing of this Agreement.

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Employee receiving degrees after October 1 of each year shall not be eligible for

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.

$250.00 (per month thereafter) for the duration of this Agreement.

March 1 through September 30, 1989, and two hundred fifty dollars

March 1 through September 30, 1989, and two hundred fifty dollars

A. Those Fire Fighters holding an Associate's Degree shall receive twenty-five

A. Those Fire Fighters holding an Associate's Degree shall receive twenty-five

dollars ($250.00) per month thereafter for the duration of this Agreement.

dollars ($250.00) per month thereafter for the duration of this Agreement.

B. Those Fire Fighters holding a Bachelor's Degree shall receive fifty dollars

B. Those Fire Fighters holding a Bachelor's Degree shall receive fifty dollars

March 1 through September 30, 1989, and one hundred fifty dollars

March 1 through September 30, 1989, and one hundred fifty dollars

shall determine the appropriateness of the degree and such determination shall be final.

shall determine the appropriateness of the degree and such determination shall be final.

ARTICLE XXI

ARTICLE XXI

Section I. Educational Pay

Section I. Educational Pay

ARTICLE XXI

ARTICLE XXI

neat those work locations.

neat those work locations.

Number 1, Fire Alarm, Arson, and EMS Dispatch, adequate parking space adjacent to or

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

The City shall provide, without cost to the employees assigned to Fire Station

PARING

PARING

ARTICLE XXI
Paragraphs transfer or be assigned to a position outside of PMS and/or Aviation and yet the Department and Activity works as a Paramedic in PMS or Aviation should a These amounts shall be paid the Paramedic for 30 long as the individual is employed by

Beginning 3rd year of service as a Paramedic $250.00 per month

Beginning 4th year of service as a Paramedic $200.00 per month

Beginning 5th year thru

Beginning of Assignment thru

Service as a Paramedic with the City.

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

Section 5. Paramedic Certification Pay. Beginning upon the execution of this

Paragraphs in order to best accomplish this mission.

City. The Chief shall have the right to adjust work schedules of employees receiving

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

(as certification is maintained."

City-approved course of instruction shall receive a $50.00 per month incentive for as

Section 2. R.M.T. Certification Pay. Effective October 1, 1989, employees holding
Create an additional position in the same classification. This agreement, the position from which the recipient the special duty will last more than one (1) calendar year beginning no earlier than the signing of the agreement. This special duty does not create a position but it said duty is subject to the next higher rank than the rank they occupy for the duration of the assignment. Analyst, video specialists, etc., and when doing so will agree to compensate as The Fire Chief may assign personnel to special tasks or duties, i.e., computer.

Section 6. Special Duty Pay.

Made for working less than one-half (1/2) of the calendar month. No partial payment shall be provided for the assignment for the full month. No partial payment shall be for one-half (1/2) or more of any calendar month shall be entitled to the incentive pay as each B.M.I.T. or Paramedic assigned to EMS or Aviation working an applicable shift 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 for the amount of the incentive differential. Should his existing P.M.S. or Aviation continue to be through no section of his own and he later returns to EMS or Aviation and has determined the amount of the incentive differential, should his remaining P.M.S. or Aviation.

For a Paramedic who forfeits all accumulated service as a Paramedic for purposes of per month B.M.I.T. certification, Pay. A Paramedic voluntarily leaving P.M.S. and/or time and at his own expense at a City-sponsored school, he shall be eligible for the $60.00 but not Paramedic certification Pay. Should a Firefighter receive training on his own maintenance his Paramedic certification, he shall be entitled to B.M.I.T. certification Pay.
Section 7. Arson Assignment Pay

To appointed pay for the full month. No partial assignment for one-half (1/2) or more of any calendar month shall be entitled.

I. Each certified arson investigator assigned to arson working an applicable

assignment pay during each month of actual assignment.

II. Effective October 1, 1994, all qualified employees assigned to the Arson

Division shall receive three hundred fifty dollars ($350.00) per month

assignment pay during each month of actual assignment.

III. Effective October 1, 1990, all qualified employees assigned to the Arson

Division shall receive two hundred fifty dollars ($250.00) per month

assignment pay during each month of actual assignment.

IV. Effective October 1, 1989, all qualified employees assigned to the Arson

Division shall receive one hundred seventy dollars ($170.00) per month

assignment pay during each month of actual assignment.

V. Effective October 1, 1987, all qualified employees assigned to the Arson

Division shall receive one hundred twenty dollars ($120.00) per month

assignment pay during each month of actual assignment.

VI. Effective October 1, 1985, all qualified employees assigned to the Arson

Division shall receive one hundred forty dollars ($140.00) per month

assignment pay during each month of actual assignment.

VII. Effective October 1, 1983, all qualified employees assigned to the Arson

Division shall receive one hundred sixty dollars ($160.00) per month

assignment pay during each month of actual assignment.

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

held by full-time employees so designated for the duration of the designation.

B. The fire chief may assign an employee as airport coordinator and, when

appropriate,
C. All employees who utilize sick leave in conjunction with scheduled work required to provide a return-to-work certificate signed by a physician.

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 granted three continuous days of a return-to-work certificate signed by a physician. All other employees will be granted working days (one shift) of sick leave if sick leave shall be required to provide consecutive working days (two shifts) for the twenty-four hours period ending at 12:00 a.m. the next calendar month.

Section 2. The following rules shall apply to the use of sick leave: Notification to the Fine Department.

Section 1. Employees shall be allowed sick leave without requiring a physician’s signature.

ARTICLE XXIII
SICK LEAVE

Section 6. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

Section 5. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

Section 4. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

Section 3. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

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Section 4. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

Section 3. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.

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Section 1. Reopener shift differential pay. In the event the Chief elects to pay employees for working less than one-half (1/2) of the calendar month, payment shall be made for working less than one-half (1/2) of the calendar month without providing sick leave.
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 hour work day.

4. Fire Alarm: One (1) undocumented absence is equal to one (1) twelvete (12) hour work day.

3. Personnel other than PMS/PRE Flight Division: One (1) undocumented absence is equal to one (1) twelvete (12) hour work day.

2. PMS: One (1) undocumented absence is equal to one (1) twelvete (12) hour work day.

1. PRE Flight Division: One (1) undocumented absence is equal to one (1) twelvete (12) hour work day.

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

Section A, B, or C above.

D. After six (6) undocumented absences during each calendar year, all employees shall be required to provide a return-to-work certificate signed by a physician for each absence due to sick leave, except as specifically provided in Section B of this Article. For purposes of this Article, a return-to-work certificate signed by a physician for each absence due to sick leave, regardless of duration, which does not require a return-to-work certificate pursuant to Section B above, shall be defined as any absence due to sick leave, regardless of duration, which does not require a return-to-work certificate pursuant to Section B above.

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 three hundred sixty-five (365) calendar days for the same or related illness or injury.

2. Any Fire Fighter who desires not to participate will occur October 1, 1989. The Firefighter shall be entitled to the benefits outlined below for a period not to exceed other leaves, sick leave or other related leave, vacation, and all and in the event the said Fire Fighter has used all of his sick leave, vacation, and all diagnosed by a physician as temporary and such diagnosis is provided to the City in writing, in the event a Fire Fighter is suffering from an illness or injury which has been

VOLUNTEERING FOR SICK OR INJURED FIRE FIGHTERS

ARTICLE XXV.

Agreement and/or State Law.

The Chief of Fire shall enforce rules and regulations in accordance with this Nothing in this Article shall be construed to limit in any fashion the right of that section.

Specialized training, he shall immediately become subject to the provisions of
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.

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.

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.

The Committee shall designate members to work and the schedule they are to work from the list of volunteers.

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.

Guidelines and procedures for scheduling of this work shall be submitted by the Executive Board of Local 624 and approved by the Chief.

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.

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.
For accumulation will be limited to one (1) detoxification only per individual.

within one (1) year from the date of accident, injury, or illness. Treatment
out-patient, and discharge planning procedures. Claims must be submitted
pre-admission certificaiton, continuous stay review, second surgical opinion,
approval hereunder may implement a utilization review program to include
specialist chosen by the City to administer the plan of plans as

C. calendar year.

B. 31 of each

Preliminary to retirement between the dates of January 1 and January 31 of each
outlined in "A," above. Said option must be exercised by the respective Pire
provision is made by the City to substitute for the basic program as
the option of entering into or exiting from the Nextaede benefit insurance
Pire parties and future retirees covered by this Agreement shall be granted

P. to change careers at its discretion.

Reduced during the life of this contract, however, the City reserves the right
1981, through September 30, 1983. Insurance specifications shall not be
and the San Antonio Professional Pire parties Association dated October 1,
were provided pursuant to the Agreement between the City of San Antonio
said insurance. The benefits provided are to the minimum specifications as
bargaining unit with Family Medical Insurance and shall pay the full cost of

A. The City shall provide all the Pire parties who qualify and who are in the

Section I. Family Medical Insurance

ARTICLE XXV.
the City will pay $1,700 per month for each Fire Fighter without dependents) and $3,900.

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

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

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

ten retirement, the Fire Fighters' may elect to cover any other lawful

B. Fire contributions are contributed an amount equal to $3,000.00.

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

corrective with the payment of the retirement allowance provided for herein at

his payroll check quarterly at one hundred sixty ($160.00) per year, automatically deducted from

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

individually of the individual employee. The City's contributions shall be sixty-seven dollars

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

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

eligible. The City, and the Fire Fighters' contributions for these benefits

Medicare/Medicaid benefits that are Medicare/Medicaid benefits provided for herein shall be integrated with

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

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

after October 1, 1993, and their spouse, if elected, The Fire Fighters' are those Fire Fighters which are members of the bargaining unit and reside on

Department elsewhere. In this Article shall be provided relocations. Relocations

Beginning October 1, 1989, medical benefits are provided employees of the
of increased premiums shall be provided to the City by CLEAT.

Plan I. In order to obtain the increased amounts as specified, notice from the Trustees of increased premiums for coverage under the CLEAT Benefit Plan and Trust is required for each Firefighter per month. Each Firefighter will pay up to a maximum of $72.00 written notice of any increase in premiums, the City will pay up to a maximum of $72.00 on each Firefighter's share of the increased premium for coverage under the CLEAT Benefit Plan and Trust.

Beginning with the execution of this agreement, the City will pay $5.90 per month for each Firefighter for coverage under the CLEAT Benefit Plan and Trust.

Section 2. Application Plan I. Beginning after July 1, 1990, and within thirty (30) days of written notice of any increase in premiums, the City will pay up to a maximum of $72.00 on each Firefighter's share of the increased premium for coverage under the CLEAT Benefit Plan and Trust.

Beginning with the execution of the agreement, the City will pay $5.90 per month for each Firefighter for coverage under the CLEAT Benefit Plan and Trust.

Beginning after July 1, 1990, and within thirty (30) days of written notice of any increase in premiums, the City will pay up to a maximum of $72.00 on each Firefighter's share of the increased premium for coverage under the CLEAT Benefit Plan and Trust.

Beginning with the execution of the agreement, the City will pay $5.90 per month for each Firefighter for coverage under the CLEAT Benefit Plan and Trust.
Reimbursement of mileage expenses shall result in the employee's receipt and reimbursement 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 be turned in to the Chief of each quarter on October 1, January 1, April 1, and July 1 of the Federal year. In order to be reimbursed for mileage expenses, a Fire Fighter shall deposit to the next station at his assigned or temporary assigned duty station, mileage will be paid after reporting to his assigned or temporary assigned duty station. Mileage will be paid to the next station at his assigned or temporary assigned duty station. Mileage will be paid to another station after reporting to the next station.

Section 1. Should a Fire Fighter be ordered to another station after reporting to

MISCHELANEOUS

ARTICLE XXVI

Office for inspection during normal business hours.

Instruments to the City Personnel Department, the Union Office, and the Fire Chief's

Section 5. Trust Instruments. The CLEAT Benefit Plan and Trust will provide to

and/or assigns.

Implementation and/or initiation legal action against the City, any of its agents, officers,

Section 4. Pre-Paid Legal Insurance. Beginning on or before October 1, 1991, the

City will pay up to a maximum of $38.00 per month for each Fire Fighter with or without
extend the duration of an employee's light-duty assignment.

...on the recommendation of a qualified physician. The Chieftain in his sole discretion, may
extend the duration of a qualified physician, not to exceed one (1) calendar year from the date of the assignment based
on said recommendation. The Chieftain shall not be unreasonable in withholding the right to assign (which assignment shall not be unreasonable within the applicable law).

Section 4. Effective with the execution of this Agreement, the Chieftain shall have

the authority at any time to require a Fire Fighter

and a copy provided to each Fire Fighter.

Section 1. The City shall make a copy of this Agreement available at each station

hours per day.

Section 2. Except when workload dictates or in the case of regular absences or

departmental announcements, all stations shall be on selective call for twenty-four (24)

hours per day.

Section 3. Exempt when workload dictates or in the case of regular absences or

suspension of the employee. No appeal rights pursuant to local government Code Chapter 143.

The provisions of this article shall apply solely to suspensions which are agreed to

leave of excercise his appeal rights pursuant to local government Code Chapter 143.

leave notice of the suspension to decide whether or not he wishes to contest the action

equal to the suspension. The employee shall have ten (10) calendar days from his receipt

of notice of the suspension. The employee's decision, in writing, shall be in accordance with the

employee's decision, final, and irrevocable and time of holiday leave.

Section 2. Employees suspended up to a maximum of sixty (60) working days may, at

and examination shall be borne by the Fire Fighter.

The City's designated physician, the cost of the third physician's evaluation of the evaluation. If this third physician's evaluation agrees with the evaluation of the City's designated physician, the City shall bear the cost of the third physician's evaluation with the Fire Fighter's physician's determination and/or grievance and arbitration as provided for in this agreement. Should the binding on the parties and not subject to appeal to the Commission and/or

Fire Fighter involved, the determination of this third physician shall be final and determinable by him, conducted an additional medical evaluation of the Fire Fighter. Any third physician shall be supplied all pertinent and relevant records of the Fire Fighter, designated physicians shall evaluate said records and, if necessary, as determined by the City's designated physician and a third physician selected from the list of the City's designated physicians by the Fire Department.

When presented with such medical documentation, the other shall have the right to require the Fire Fighter to be evaluated by a physician as designated by the City. The determination of the finding of the physician. Should the designated physician be different than that of the City's designated physician, the Fire Department shall have the right to require the Fire Fighter to be evaluated by a physician as designated by the City.

As a result of any injury, medical treatment or procedures are needed and are as a result of any injury, medical treatment or procedures are needed and are as a result of

Any Fire Fighter shall be granted additional time-of-duty leave by the Fire Chief.
other authorization while on duty or in the work place is detrimental to the
substance by members of the bargaining unit without proper prescription or
Therefore, it is understood that the use of alcohol, drugs, or other controlled
required in order to carry out the mission of the Fire Department.
It is agreed that efficiency and safety in the work place is necessary and

Section 1 General

DRUGS AND ALCOHOL

ARTICLE XXIII

Office, or City Council, for approval.

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

The Chief shall have the authority and it will no longer be necessary to

expenditure is paid back in full.

stock time, accumulated thereafter by the Fire Fighter, until such time

reimbursement 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

stock time in the event the Fire Fighter has no stock time on the books, he will

have the line-of-duty time reimbursed and charged to

second or subsequent treatment period is not a result of the original injury.

If it is determined by licensed physicians and reviewed by the Chief that the

leave.

If 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

The Fire Fighter will not be charged any sick leave during any second or
B. In addition to reasonable suspicion testing as provided above, the parties
provided by this agreement,

employees' constitutional, statutory, or other legal rights, including right
for permits random testing of any employee, or testing in violation of any
or alcohol and/or controlled substance abuse. This article in no way establishes
the reasonable suspicion standard in detecting symptoms and effects of
adequately train its supervisory personnel who have authority to investigate
terms of this agreement. In this regard, it is understood that the City shall
existe; in accordance with proper procedure and applicable law, as well as the
approved and recognized medical procedures; provided reasonable suspicion
performance and to require employees to submit to various special,
possible alcohol or drug abuse by participating unit members which impairs job
A. The Union acknowledges and recognizes the right of the City to investigate

Section 2. Investigation (Testing)

could be elided by such program.

as well as encourage the participation of bargaining unit members who
is endeavoring in implementation of a drug and alcohol rehabilitation program,
abuse. The Union further agrees to support and work with the City in
program of awareness and education of the danger and effects of drug and
It is further agreed that the parties will work toward development of a
the rules and regulations of the Fire Department.
operation of the Department and is clearly prohibited by this agreement and
positive result on the second test does not imply that disciplinary action will
be commenced by a second positive finding using the GC-MS test procedure. A
second test will be required of the results, unless the initial positive result is
confirmed by a second positive finding (GC-MS test). No disciplinary action may be taken, nor
followup, more extensive test (i.e., the gas chromatography - Mass
spectroscopy, GC-MS test) if the results are not confirmed by a
second test. If a positive result shows a positive result, such result shall be confirmed by a
second test which is tested under the provisions of this Article and whose

C. Procedures and results.

consistent with the City's need to preserve the integrity of the test
method which assures the employee's privacy to the greatest extent possible.

In a test, and shall take the test, and the City must administer the same. In a
test setting, and shall take the test, and the City must administer the same. In a

subsubsection 3.

assignment is the result of a positive test. All employees subject to tests under

result of involuntary assignment to an affected position, unless said

position is not in the interest of the employees with an affirmative position, unless said

in the interest of the employees with an affirmative position, unless said

procedures in accordance with applicable law as set forth in the

procedures in accordance with applicable law as set forth in the

subsections. Testing must be approved pursuant to recognized medical

to extremely dangerous materials and (2) the administration of controlled

assignment requires (1) the carrying of a firearm (2) contact with or access
to hazardous materials to Haz-Mat, Paramedic, and/or Airman units where the
assignment 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:

Section 1. Scope of Procedure

The purpose of this article is to provide a just, equitable and expeditious method for resolving disputes between the City and the Union concerning all aspects of the employment relationship between the City (or employees) and bargaining unit employees, and concerning the bargaining relationship between the City and the bargaining unit employees as negotiated by the Agreement itself.

ARTICLE XIX

Investigations, Search, or the Imposition of Discipline.

Including but not limited to what the Union may consider as unwarranted or unreasonable, any employee member of the bargaining unit by reason of the application of this Article, or negotiations its rights and obligations to faculty and property represented by the Regulations, the Union as the bargaining agent of employees covered by this Agreement, shall in the work place and the proper enforcement of the Department's rules and regulations at the work place and the proper enforcement of the Department's rules and regulations in the work place. and the prevention of such abuse and strongly supports the prohibition of the use of drugs or abuse of such substances under any condition and further agrees to cooperate toward unconditionally opposed to the use of alcohol or drugs in the work place as well as the immediate authoritative action. Any additional coordination tests requested by the employee on the original sample must be paid for by the employee.

If requested by the employee, any additional coordination tests requested by the employee at a later date, must be retained for a period of one (1) year for coordination at a later date, and other applicable action. A portion of the original sample automatically be taken, but only that an employee may then be subject to.
Grumble/complaint/compromise procedure.

Prohibited Employment discrimination shall not be subject to the

D. Claims alleging violation of Article XI, Section 1, or State or Federal Laws

except those of such remedy, such matter(s) may not thereafter be appealed to

exhaustion of such remedy, such matter(s) may not thereafter be appealed to

et al, to the Grumble/complaint/compromise procedure called for herein. Upon the

individually and/or in behalf of a class or a number of its members shall be submitted, if

Union claims of violation of statutory and/or constitutional rights as to it

appealed to court except as provided by this Article.

C. Dispute or constitutional claims, such matters may not thereafter be

statutory or constitutional claims to use the Grumble/complaint/compromise procedure to raise

process, and no dispute may be filed concerning the same subject matter.

If the employee elects to use the Grumble/complaint/compromise procedure to raise

dispute of claim will be resolved in such lawsuit and/or administrative

electors to file a lawsuit and/or administrative appeal provided that once the employee has

submitted to the Grumble/complaint/compromise procedure or may be pursued by means

B. Employee claims of violation of statutory and/or constitutional rights may be

administerable remedy.

In response to any suit or claim filed with a court of law and/or

Grumble/complaint/compromise in the interest of shall be the basis for a plea in

procedure as called for herein. Failure to initially pursue

this agreement shall be submitted, if at all, to the Grumble/complaint/compromise

A. All disputes concerning the interpretation and/or application of the terms of

Unknown Service
the envelope. Where a deadline falls on a Saturday, Sunday, or legal holiday, the
provides an appeal, an appeal of response by mail. Its timeliness shall be judged by the postmark on
on the date of the party, actual receipt of an appeal of response. When either party
union or employee, at their option, to proceed to the next step. Time limits begin to run
limit of any step shall be considered a denial of the grievance, which will allow the
court with a time limit set forth in this article. Failure by the court to meet the time
comply with the employee may file suit in the grievance is referred to the court. In the
taken, provided, that where the grievance concerns a matter with the jurisdiction of
procedure, the grievance shall be considered satisfied and no further action need be
even the employee or union fails to meet the time limit at any step of the grievance
this article, unless such time limits are waived or extended by mutual agreement. In the
section 2. Time Limit. The parties shall adhere to the time limits set forth in
said arbitrator shall likewise be provided for in this agreement.
called for in section (a) thereof. The powers, duties, and/or obligations of
the examining shall be of the seven (7) pre-selected, qualified neutrals as
proceeded to the optional appeal of disciplinary matters to a hearing examiner,
disciplinary matters to a hearing examiner, should the employee elect to
44.307 is repealed or amended to eliminate the optional appeal of
under a just-cause standard, if Texas Local Government Code Section
employees, said election will be subject to the grievance/arbitration procedure
Grievance/arbitration procedure, provided that such matters, at the
Local Government Code Chapter 45 shall not be subject to the
Disciplinary matters subject to the appeals procedure provided by Texas

E.
Step I. If a grievance is found to exist for reasons stated by the employee or
the employer retains the option to file suit if his/her grievance is rejected at
Grievance committee matters appealable to court, e.g., statutory violations,
to exist, no further action shall be required; provided, that if any employee
Grievance committee decides in its sole discretion that no grievance is found
days from receipt thereof in which to act on the grievance; if the Union
Article IX. The Union Grievance committee shall have ten (10) calendar
incorporated herein through the maintenance of standards Clause round at
standards' includes all statutory or other non-contractual provisions
standards' arided to must be identifled, as used herein, 'maintenance of
statement, if any, sought (4) the employee's signature, and (5) where
paragraphing agreement which has been violated? (d) the remedy or
Grievance and the facts on which it is based; (2) the section of the collective
form to be provided by the City and must include (1) a brief statement of the
constructive knowledge of the event, the Grievance shall be submitted on a
one hundred eighty (180) calendar days of the Grievances, actual or
considered, as Grievance rising non-contractual issues must be filed within
Grievances actual or constructive knowledge of the event. In order to be
contractual issues must be filed within thirty (30) calendar days of the
the Union Grievance committee and simultaneously by end of next business
matter which is filed to be a grievance shall submit the Grievance in writing to

A. Step I. The Union or any employee covered by this agreement having a

Section 3. Steps of Grievance Procedure

holiday.

deadline will be extended to the next day which is not a Saturday, Sunday, or legal
shall select an Arbitration/Hearing Examiner by Random Drawing the name of
Examiner is requested, within five (5) business days the City and the Union
A. If a Grievance is submitted to Arbitration or an employee appeal to a Hearing

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
Step 4. If the Grievance is not resolved at Step 3, the Union Grievance

D. 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
Step 3. If a Grievance is not resolved at Step 2, the Union Grievance

C. 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 City Manager or his designated representative within ten (10) calendar days
the City Manager or his designated representative to exist, the matter shall be submitted to
Step 2. If a Grievance is believed to exist, the Grievance shall be forwarded with the original Grievance.

B. ended by the Committee will be forwarded with the original Grievance. Any additional basis for the Grievance

other reasons known to the Committee, the Committee shall process the
bear its own attorney's fees and costs. Each party will
bear its own attorney's fees and the cost of the hearing transcript. The following expenses shall be shared equally by the parties:

Section 5. Witnesses and Expenses

A. Mutual Agreement.

B. The arbitrator shall issue his/her award within thirty (30) days of receipt of the transcript, or receipt of the arbitrator or receipt of the hearing, as the case may be.

C. The respective party.

representation of their own choosing, the expenses of which must be borne by the respective party. Both parties to the proceeding shall be entitled to produce witnesses to the proceeding and shall be the only official court reporter. A transcript of the proceeding shall be prepared. A transcript by a duly-authorized individual who has been present at the hearing shall continue from day to day until all evidence has been submitted. The transcript of all evidence presented as raised by timely-filed evidences, shall be presented to all parties, the arbitrator shall hear and take a place mutually convenient to all parties. The arbitrator shall convene the hearing at a date previously agreed upon, the arbitrator shall be notified promptly of his appointment and, simultaneously therewith, shall be notified of all evidence presented as raised by timely-filed evidences. The arbitrator so selected shall be notified of the date of the hearing. The parties in agreement with the arbitrator shall select a date for a hearing.

one of seven (7) pre-selected, qualified neutrals. The panel of seven (7) shall
A. This section applies to all issues involving the application or interpretation of
such time preparation thereof, nor shall he be entitled to administrative leave for any
The employee shall not be compensated for time spent at the hearing and/or in
the witness appearance.
B. or administrative leave from the City.
C. Witnesses shall be scheduled by agreement between the parties so as not to
District and/or who is not scheduled for duty shall be due no compensation
Any witness called by the Union and/or the Employee who has not been
expected testimony has been provided, the City may give (6) days in advance
The individual's identity and a brief statement as to the relevancy of this
The witness called is scheduled for duty when called to appear;
straight-time rate; provided, however:
The City shall compensate all witnesses called by either party at their
Interpretation involves the maintenance of standards provision, and the
This Agreement provides, that where the sole issue of contract
Section 6. Arbitrators Authority--Contractual Cases.
merely duplicative or cumulative. If the arbitrator determines the testimony
determine whether or not the testimony of the witness is required or is
under the Authority, based upon the summary statement of the witnesses, to
the Authority, based upon the summary statement of the witnesses, to
Withdrawal from the City, and/or


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

A. In all cases where 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

B. For issues subject to this section, the award of the arbitrator shall be final

C. The arbitrator shall have full power to take steps necessary to ensure a fair

D. The arbitrator shall have the authority to provide in his/her award for such

and fair hearing.

E. In the proceeding's course, consistent with the right of all concerned to a full

witness subpoenaes and taking reasonable steps to ensure that no undue delays

and delays, reasonably necessary to the other party, provision of its case; ordering a

arbitration and providing information in its possession or control, which is

hearing for all concerned, which power shall include, but is not limited to:

modifying the terms of this Agreement as negotiated between the parties.

this Agreement, he/she shall have no authority to add to, subtract from, or

the arbitrator shall be limited to interpreting and applying the provisions of

and binding upon the City, Union, and employees. In making this/her award,
D. 

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

C. 

except by mutual agreement of the parties.

D. In no case shall the period for discovery exceed ninety (90) days, unless otherwise mutually agreed upon by the parties, or by order of the arbitrator. The arbitrator shall hold a conference, by telephone or otherwise, to set a reasonable period for discovery and a hearing.

E. 

The arbitrator is authorized to issue subpoenas, to resolve disputes concerning the discovery process, as soon as appropriate, and to enter such other orders as may be necessary to effectuate the discovery process.

F. In cases where the arbitrator believes the parties will be entitled to engage in contract and non-contractual claims, the arbitrator's award as to contract
used here, "party" shall mean the Union and/or the City (must file a cost bond)
the award of the arbitrator and/or the commission, the affected party (as
the award of the arbitrator and/or the commission was capricious).

B. As a condition precedent to the filing of any subsequent action challenging
arbitrator and/or the commission was capricious, in whole or in part by substantial evidence and/or that the award of the
upheld, unless the contesting party can establish the award was not supported
A. The decision and award of the arbitrator and/or the commission must be
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.
agency proceeding until the exhaustion of remedies provided for in this Agreement, have
agency, or other regulatory body, except as provided in Article XXI, failure to do so
agency, or other regulatory body, except as provided in Article XXI, failure to do so
serve commission prior to proceeding to a court of law, state or federal administrative
shall be required to exhaust all available remedies through grievance and/or the Civil
Section 1. Exhaustion. The City, the Union, and the parties agree that hereinafter,

EXHAUSTION OF REMEDIES

ARTICLE XX

Section 1. Exhaustion. The City, the Union, and the parties agree that hereinafter,
damages, including injunctive and equitable relief, compensatory and exemplary
award, including injunctive and equitable relief, compensatory and exemplary
referred to a court with jurisdiction over such matter would be entitled to
The arbitrator shall have the authority to resolve in his/her award for such
Last continuous period of service.

or uninterrupted, on the San Antonio Fire Department, and not merely the

Fire Fighter. Seniority is defined as all years of service, whether interrupted

(10). Classified Fire Fighter is meant to include service as a probationary

Department. In no event shall the number of such seniority points exceed ten

for each year as a classified Fire Fighter in the San Antonio Fire

point added to only the passing score on any written promotional examination

A. Seniority - For purposes of this article, each Fire Fighter shall be given one

Section I. Definitions.

PROMOTIONS

ARTICLE XXIX

Including but not limited to those as specified above and/or elsewhere in this Agreement,

This remedy shall be in addition to any other remedy to which the party may be entitled,

Including but not limited to reasonable attorneys' fees, for having to defend said action,

When the action has been addressed to reimbursement in the full amount of all costs of court,

Pursuant to the terms of this Agreement, request the court or administrative body to

and/or challenging the award of the arbitrator and/or the Commissioner, the party may,

Section 3. Should any party be a part to any action by any other party concerning

Proceedings.

the fees of the court reporter who took the transcript of the arbitration

In the minimum amount of the sum of the arbitrator's fees and expenses and
4. A Fire Lieutenant who has completed two (2) continuous years of service as a Fire Fighter shall be eligible for promotion to the rank of Captain.

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

6. A Fire Chief shall be eligible for promotion to the rank of Fire Commissioner. The two (2) year period required for eligibility on promotion shall commence with the date he was promoted to Fire Lieutenant. The two (2) continuous years of service required for eligibility on promotion to the rank of Fire Commissioner shall commence with the date he entered the Academy.
time of the posting of the study materials list.
April. Such materials may not be used unless available from publishing companies at the
promotion 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 Chief
promotional examinations for each rank. Such materials which are selected shall be be
shall establish a committee(s) for the selection of study materials for the written
November 1 of each year, the Chief

Firing picturesque
Firing picturesque list and effective with their appointment to promotionary
Firing picturesque shall be determined by their ranking on their promotionary
placement on the eligibility list. Seniority in rank for newly-hired Firing
Officers promoted on the same day shall be promoted based on their
promotion by the most time in a classified rank shall be considered the senior.

C. Seniority in rank - Time within a classified Firing picturesque rank. The officer

For such exam as it were given on the nineteenth (90th) day,
such Firing picturesque 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 Firing picturesque that would become

In the event the scheduling of a promotional examination is prior to the
examination process, the Assessment Center Board, the top 20 (twenty) shall be allowed to continue on to the next phase of the examination. All test participants with passing grades, up to a maximum of 100% 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. A score of 70% on the written examination shall be considered the minimum score for appointment to the position to be filled. All notice of written examination classification of the position to be filled. In accordance with Chapter 145 of Local Government Code and the rules established by the Fire Chief and Police Chief and published on study materials shall be in accordance with Chapter 145 of Local Government Code and the rules established by the Fire Chief and Police Chief and published on study materials shall be in accordance with Chapter 145 of Local Government Code and the rules established by the Fire Chief and Police Chief.

Section 2. Promotion to Lieutenant, Captain, and Colonel shall be filled by competitive written examination in the ranks of Fire Chief, Lieutenant, Captain, and Colonel.

A. Written Examination - Shall consist of questions relating to the duties of the office of District Chief shall consist of two parts as follows:

1. Examination for Promotion to District Chief: The examination for promotion to the rank of District Chief shall consist of two parts as follows:

   a. 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 Captain. Promotion to District Chief: In the event all those captains fail the written portion of the examination, 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 promotion which follows:

   b. Promotion to Lieutenant, Captain, and Colonel: Promotion to the rank of Lieutenant, Captain, and Colonel shall be filled by competitive written examination in the ranks of Fire Chief, Lieutenant, Captain, and Colonel.
Assessment Center Process, excluding weekends and holidays, on eligibility

C. Eligibility List - Within seventy-two (72) hours of the completion of the
Commission of Arbitration through the Grievance Procedure.

b. Commission for re-examination, the result of the Assessment Center shall be
published 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
Relieve of an applicant to obtain a passing score on the Assessment
Board shall be required to pass the Assessment Center Board.

5. A minimum score of 70% on the composite scores evaluated by the
Assessment Center Board for use in their examination.

4. The City and the Union shall agree on guidelines to be presented to the
management, Item: Science, or a related field, for a minimum of five (5)
administrative position in the field of personnel management, City
one person from outside the San Antonio Fire Department who has held

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

2. One shall be selected by the City;

1. Assessment Center Board shall consist of three members as follows:

57
Section 7. Assessment Center Promotional Dispute Resolution Procedure

A. The purpose of this Section is to provide for the exclusive remedy available to officers who question or challenge the assessment of promotion the Chief shall have all rights and privileges as contained in Chapter 143 Agreement, the parties understand and agree that in considering a dispute, the provisions of this Notwithstanding the provisions of this Section 6, Chief's Review of Promotions

The Pro Becoming period shall count as time in Grade in the new rank. remain in said competitive rank. If the promotional period is successfully completed, the employee would have been automatically entitled and the employee continuously entitled in that competitive rank and with all salary increases to which the continuous time in said competitive rank with said competitive rank with service time credited as salary. An employee shall resume the competitive rank from which appointed and the promotion, an employee shall resume the competitive rank from which appointed while holding a 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 Promotion

For promotional ranks of Lieutenant, Lieutenant:

1. Written Exam Score - 50%
2. Assessment Center Score - 50%

Based on the following weights:

1. 100%

1. 100%
D. At the date previously agreed upon, the independent arbitrator or "neutral"
so submitted, which date shall be within thirty (30) calendar days, 
the arbitrator or "neutral" shall select a date for a hearing of all the grievances 
appointment and, simultaneously therewith, the parties in agreement with the 
appointment, and, simultaneously therewith, the parties in agreement with this 
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 
arbitrators. Failure of the parties to agree to this third, mutually-selected individual, who shall act as an independent 
third, mutually-selected 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 
consistent with this Article as it applies to him shall file a grievance within ten 
contemplated 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 

the following shall apply:

Any affected party, plaintiff, defendant, or other party who has an interest in the award of the arbitrator may file an appeal at any time after the decision and award of the arbitrator or neutral.

P. The fees and expenses of the arbitrator or neutral and the official court reporter shall be borne equally by the union and the city.

The union and the affected party, plaintiff, defendant, or other party shall be notified and binding on the city, unless otherwise mutually agreed by the union and the city, the decision of the arbitrator or neutral.

1. The name of the neutral.

2. The issue presented.

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

The decision of the arbitrator or neutral shall be brief and concise and shall submit a written opinion on each representation of their own choosing, the expenses of which must be borne by the parties representing the parties, including individual officers, shall be entitled to the hearing and shall be the only official transcript thereof. All parties to the hearing and shall be the only official transcript thereof. A transcript by a duly authorized court reporter will be taken of the proceedings.
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 been 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 "neutrality," the City and/or the Union may, pursuant to the terms of this Prieur/Reliant controverting and/or challenge the award of the arbitrator or H. Should the Union and/or the City be a party to any action by an Party who took the transcript of the arbitration proceedings.

sum of the arbitrator's fees and expenses and the fees of the court Prieur/Reliant must file a cost bond in the minimum amount of the etablishing the award of the arbitrator or "neutrality," the affected Prieur/Reliant as a condition precedent to the filing of any subsequent action capitulations.

evidence and/or that the award of the arbitrator or "neutrality" was evidence said award was not supported in whole or in part by substantial unless the Prieur/Reliant can establish by clear and convincing

The decision and award of the arbitrator or "neutrality" must be upheld!

I.

2.
A person appointed to a rank of assistant chief, deputy chief, director chief, or captain, occupies a rank of either assistant chief, deputy chief, director chief, or captain, promoted in a classified, sworn member of the San Antonio Fire Department and the San Antonio Police Department, subject to the provisions of this section. Appointments to this rank shall be subject to presidential approval and subject to the provisions of the San Antonio Fire Code and the San Antonio Police Code. A person appointed to a rank of assistant chief, deputy chief, director chief, or captain, shall have the right to appoint or remove, in the rank of assistant chief, deputy chief, director chief, or captain, shall have the right to appoint or remove, and shall maintain all rights and privileges currently enjoyed by virtue of holding that rank. No additional positions within the rank of chief of command shall be created other than by this article. Hereafter, no position in the rank immediately below the rank of assistant chief and rank below the chief shall be transferred into their positions and shall maintain all rights and privileges currently enjoyed by virtue of holding that rank.
The Fire Fighters so assigned shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of pay. The Fire Fighters so appointed to the Deputy Chief position by the Chief shall not less than fifteen percent (15%) above the rate of pay for a 30-year District Chief's regular rate of pay. Article XXIX, Section 8, of this Agreement, shall be compensated at an annual salary of Fire Fighters so appointed to the Assistant Chief position by the Chief or appointed for in accordance with State law and the City Charter. 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 Deputy Chief, subject to the conditions set forth in this Agreement. Nothing in this Article, nothing in this Article, and all other provisions applicable to all classified, uniformed employees in the Department, except the provisions of Assistant or Deputy Chiefs, nothing in this Article, and all other provisions applicable to all classified, uniformed employees in the Department, except the provisions of Assistant or Deputy Chiefs, shall be subject to appeal in the same manner as provided that such termination shall be subject to appeal in the same manner as
Standards Article IX of this Agreement.

Section 2. 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 Chief, in his sole discretion, shall have the authority to suspend or discharge said employee. In the sole discretion, they shall have the authority to suspend or discharge said Agreement and all provisions of Chapter 145 Local Government Code with the exception that the Agreement and all provisions of this Article, the employee shall be subject to all provisions of this Article. In the event, a Fire Fighter is subject to those provisions of this Article and shall be entitled as a pro-rated period. The pro-rated period shall be extended by a pro-rated period to an employee covered by the provisions of this Article. Upon completion of the Academy, an employee shall be entitled as a pro-rated period. Upon completion of the Academy, an employee shall be entitled to any member of the bargaining unit covered by this Agreement or not subject to any Article, the employee shall be entitled as a pro-rated period. Fire Fighter Trainees shall hold the rank of Fire Fighter (Pro-rated). The pro-rated period shall be extended by a pro-rated period. Persons enrolled in the initial Fire Academy shall hold the position of Fire Fighter Trainees and shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles 117, Section 8, Article 7, Section 2, Article 7, Section 2, Article 7, Section 2, Article 7, Section 2.
Proceeding the date of said written charges:

where the other’s official written charges include alleged violations of

...
Fell by reason of the invalidity of any other portion of the provision, or a change in the location or place of business of either party, or if the agreement, transfer, or assignment of either party hereto or by a change of control or merger, or if a provision or clause or a portion thereof reserved for amendment, is held to be invalid, it being the intention of the parties that this Agreement, the Agreement, transfer, or assignment of either party hereto or by a change of control or merger, and no provision therein contained shall be affected, this Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE XXV

MEGGER TRANSFER, ANNEXATION, AND LOCATION
REGULATIONS OF CHANGES IN MANAGEMENT, CONSOLIDATION, AGREEMENT, BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES.

ARTICLE XXVI

Charged act, so long as adequate records are maintained, a violation of two (2) years immediately preceding the date the prior discipline for acts of incompetence may be introduced by the Chief of the City.
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

**ARTICLE XXVI**

**DURATION OF AGREEMENT**

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 specifically
Section 2. The Parties understand and agree that where they have agreed to a specifically
Statutes.

This Agreement shall prevail, notwithstanding any such provision of the Civil Service contracts or is inconsistent with any provision of Chapter 122 Local Government Code,
Section 2. Additionally, in the event that any provisions of this Agreement

Parties to this Agreement understand and agree 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 heretofore, 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 specifically in this collective bargaining. This Agreement constitutes the full and complete Agreement of Section 1. The Parties agree that each has had full and unrestricted right and

**DECLARATION OF THE PRELIMINARY SCOPE OF AGREEMENT**

**ARTICLE XXVII**
For the International Association of Fire Fighters and Local 694:

Date: 8/7/89

John Anderson
President, Local 694

For the City of San Antonio:

Date: 8/7/89

Robert Perrier
Chief Negotiator
Personnel Director

Date: 8/7/89

City Manager

The parties as indicated below: with full authority and in his representative capacity hereby execute this Agreement
authority and in his representative capacity, and the unions Chief Negotiator acting
In witness whereof, the City, through its Chief Negotiator acting with full

Section 2. Whenever wages, rates of pay, or any other matter requiring

After September 30, 2002, the Agreement, in effect terminated by mutual agreement, shall continue in effect unless otherwise agreed to by the parties thereto.

The Agreement shall not be altered or amended in any manner except by mutual written agreement in writing signed by an authorized representative of each party.

Section 4. This Agreement shall be effective from September 1, 1989 and shall continue in effect until August 31, 1990, and shall be automatically renewed for an additional one-year period unless terminated or otherwise modified by mutual agreement by the parties thereto.
SECTION 2. (Facilitating) (Facilitating panel) (Facilitating panel shall be accommodated panel).

In the event of an impasse, a facilitating panel shall be accommodated panel. The panel shall select the facts and make recommendations.

SECTION 3. (Facilitating panel to be used) (In the event of an impasse, a facilitating panel shall be accommodated panel.

NOW, THEREFORE:

WHEREAS, the city council desires for this ordinance to be effective on March 18, 1983.

AN ORDINANCE

February 28, 1983

ATTACHMENT 3
The rights to use security personnel, which include, but are not limited to:

1. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

2. The right to use security personnel for the purposes and means and methods of security services.

3. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

4. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

5. The right to use security personnel, which include, but are not limited to:

6. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

7. The right to use security personnel, which include, but are not limited to:

8. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

9. The right to use security personnel, which include, but are not limited to:

10. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.

11. The right to use security personnel, which include, but are not limited to:

12. The right to determine appropriate staffing levels and work performance levels in accordance with employee standards.
This ordinance shall become invalid and void after March 31, 1980. It is intended to provide an opportunity for theFirefighters' and Police Association and the city to bargain in good faith, to negotiate, and enter into a collective bargaining agreement for the 1980 bargaining year. The ordinance is intended to provide an impasse procedure and include such a procedure as a permanent provision of the contract.

SECTION 9. (Same Title as Ordinance) By this ordinance, the city recognizes its right to associate, by appropriate action, to the city at law or in equity, to the city at law or in equity, to the city at law or in equity.

SECTION 8. (Protestatory action) By this ordinance, the city may, at law or in equity, to the city at law or in equity, to the city at law or in equity.

By this ordinance, the city may, at law or in equity, to the city at law or in equity, to the city at law or in equity.

Assessment, MARCH 21, 1990.

MAYOR F.L. CANTRELL

ATTORNEY: THOMAS B. CHAMBERS
Passed and approved this 27th day of June, 1989.

General Fund budgets thereafter as appropriate.

No. #48993 to Activity No. 20 and allocated to the EMS and amount of $332,482.00 is appropriated in the General Fund Index in the current year ending September 30, 1999, and the Emergency Services Fund, for the Medical Services Fund, for the

医疗紧急服务基金的要求。

第二部分。实施。实施

Attachment A through September 30, 1992. A copy of the agreement shall be set out

and constitutions of Employment and compensation, and other terms and conditions of Employment with Local 624, International Association of

协议, 以及工会与市之间的集体谈判协议。

WHEREAS, the City Manager is authorized to negotiate a collective

collective bargaining agreement with the Local.

WHEREAS, the membership of the Local 624, have ratified said

agreement and the City now authorize the execution of the agreement and the membership of the Local 624, have ratified said

agreement and the City Manager shall implement the execution of the agreement.

WHEREAS, the City Manager is authorized to negotiate a new collective bargaining agreement with the Local 624, International Association of

collective bargaining agreement with the Local.

WHEREAS, the City Manager is authorized to negotiate a new collective bargaining agreement with the Local.

**AN ORDINANCE**

AN ORDINANCE

6/22/89

APR: 1/92

(48)
meetings directly relating thereto and actual travel
pay for having participated in negotiations and/or
weekly employee will suffer no reduction in his normal,
shall be compensated as though the employee was at work
such individual employee on such administrative leave
(excluding additional pay), the parties maintain that
union representatives will be granted time off with pay
union meetings), where in the parties have agreed that
Executive Board Members' time off for attendance at
activities, at page 8 of that section deals with union
negotiation committee, at page 7, and section 4, other

1. As to Article VI, "union activity", section 2,
referred by association members:

October 1, 1989, through September 30, 1992, the same having been
agreement that has been negotiated between them and effective
interpretation of the language of the collective bargaining
hereby mutually agree and stipulate to the following
representative, duly authorized and underwritten representatives,'nherein referred "association or union", by and through their
Local 64, San Antonio Professional Police Officers Association
the City of San Antonio, Texas (hereinafter "City") and

LETTER OF MUTUAL INTENT
purposes, it is intended that a Five Figure weekly leave be other than productive time for PISA hours of overtime pay per year as a result of vacation leave being counted as productive time for PISA. Each employee shall lose no more than twenty-seven (27) days, under a twenty-one (21) day cycle, as to Article XI, "Overtime," Section 4, at page 17, 4. July 3, 1989.

the terms, upon signing of this agreement, shall mean the parties agree that for the purposes of this contract

3. Individually selected.

administrative leave up to a maximum of 240 hours to for the first year of this agreement, shall grant beginning June 1, through September 30. Thus, the City, a pro rata basis for the first year of the agreement would intend the application of such provision to be on leave to individuals to attend seminars, the parties

would to the granting of a maximum of 480 hours administrative activities, at page 8, wherein the parties have agreed, 2. As to Article VI, "Union Activity," Section 4, other

scheduled PISA overtime.

said meetings (at his regular rate of pay and applicable

including actual travel time--direct route--to and from

attendance at regularly-scheduled union meetings
time--direct route--to and from said meetings) or in
distinction, they are reassigned to BMS.
certification pay purposes, if, at the center's
credit for all years prior service in EMS assignment for
education which is assigned to the training shall be given
certification at their own expense by continuing
careers that the training who maintain their paramedic
Paramedic certification pay, at page 27, the parties
Page 24, the term "immediate family" does not include
as to Article XIX, "Incentive Pay" Section 5,
Step-Parents.
Page 24, the term "immediate family" does not include
as to Article XIX, "Incentive Pay" Section 1, at
maximum 160 hours.

6. As to Article XIX, "Incentive Pay" Section 1, at
a schedule incorporating a maximum 28 day schedule with a
for example, he must be sure and work out some type of
incorporate ESA standards into the training schedule.
the training. The paramedics assigned or detailed to EMS training shall
intended that the medical director will assure that
assigned to specialized, training, paragraph A, it is
5. As to Article XIX, "Overtime" Section 6, "employee
\[That Fiscal Year\]
against the first three (3) vacation periods taken in
PLSA overtime (6) hours per group will be charged.
PLSA overtime (6) hours per group splits two cycles. Also, the
only one cycle of PLSA overtime per scheduled vacation
As to Article XXII, "Incentive Pay", Section 5, Paramedic Certification Pay, at page 28, last paragraph, the parties intend that the administrative leave shall not cause to deny incentive pay in these circumstances. However, a Paramedic who would otherwise be entitled to receive the incentive pay supplemental for Injured Fire Fighters would no longer be entitled to the provisions of Article XIV, "Volunteering for Sick Leave".

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", page 29, 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 for 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 365 calendar days of leave immediately following the
13. As to Article XXIX, "Grievance Procedure", Section I, paragraphs 2 and 4, the parties further agreed that the provisions at 143.057 of the Texas Labor Code shall apply. The parties further agreed that as to Article XXIX, "Grievance Procedure", Section I, paragraphs 2 and 4, the parties further agreed that in the event that the grievance procedure is invoked, the procedures set forth in this Agreement shall apply. The parties further agreed that in the event that the grievance procedure is invoked, the procedures set forth in this Agreement shall apply.

14. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

15. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

16. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

17. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

18. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

19. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

20. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.

21. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement. The grievance procedure shall be conducted in accordance with the procedures set forth in this Agreement.
Therefore, any absence in excess of thirty
By the Actuarial Figure in actual services with the
24, the two-year period referred to must be time spent
as to Article XXI, Section 1(b), "Promotions", at page
be in excess of an hourly rate of $10.00 per hour.
charged by the attorney involved but, in no event, shall
actuarial hourly rate as established and customary
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 the award
proceedings, sue in a court of law, then that court has
grievance/arbitration or civil service commission
Article XXI, should either party having pursued
reasonable attorney's fees as defined below. As to
"prevailing party" (singularity)
that award the prevailing party,
defense of the city to a grievance is specified by the
grievance upon which the rules is specified as that the
case and that should be applicable as to "normal"
17. As to Article XXVII, "Grievance Procedure", Section 5, on page 4, the
arbitration may be pursued.

16. As to Article XIX, "Grievance Procedure", Section 1, on page 44, the
scope of procedure, paragraph "d", on page 19, the
prevailing practice was based upon a precedent,
should a Grievant allege extraordinary facts that indicate
that the prevailing workers compensation, provided, however, that
parties include, in the term "Grievance Procedure", claims
involving workers compensation, provided, however, the
parties include the term "Grievance Procedure", in the term "Arbitration Procedure", paragraph "d", on page 19, the

15. As to Article XXVII, "Promotions", the parties agree that
the May 30, 1989, districts other than the
time assessment center process will not be utilized for
the party agreement that

14. As to Article XXIX, "Promotions", the parties agree that
position of lieutenant as of 2/1/89, the time spent on
position of lieutenant as of 2/1/89, the time spent on
he would be entitled for promotional examination to the
work on a line of duty injury for thirty-one (31) days.
Furthermore is an injury, as of 2/1/89, he is off from
time equal to the time of his absence. Example: A Fire
recessed to remain in that position for a period of
(20) consecutive days will cause the Firefighter to be

13. As to Article XXVII, "Promotions", the parties agree that
position of lieutenant as of 2/1/89, the time spent on
position of Firefighter is an injury, as of 2/1/89, he is off from
time equal to the time of his absence. Example: A Fire
recessed to remain in that position for a period of
(20) consecutive days will cause the Firefighter to be
to disciplinary appeal period and the decision to demote shall not be subject to review by the parties during such disciplinary action. The parties understand that the decision of the City Manager shall be final and binding. Unions, however, may appeal to the City Manager's decision.

18. AS TO ARTICLE XXXI, "Disciplinary Action" Section 5, Procedural Examination(s) contemplated hereunder, employee's failure to provide the results of the examination(s) is imposed by the Department for the purpose of determining the union's right to grieve the action. The procedure of the City Manager's decision, directly to the extent allowed by law, the City Manager's decision, and to obey a command for which discipline may be imposed, a refusal to do so, the same shall constitute a "Resignation or refusal to agree to be examined and evaluated by the City Manager's decision for which discipline may be imposed, in accordance with the guidelines established by the City Manager's decision."