

**ARTICLE 6 - UNION ACTIVITY**

**Sections 1-3.** [Same as 2020-2024 CBA]

**Section 4.** Union Leave Pool.

Effective the first full pay period after October 1 of each year in accordance with Article 17, Section 2, ~~three (3)~~ six (6) additional hours vacation leave per filled Fire Fighter position per year will be deducted to establish and maintain a pool of leave hours. This leave will establish a pool of paid time to be granted to individuals selected by the Union to conduct Union business hereinafter referred to as "Union Leave." Leave usage will be governed by the following guidelines:

1. No carry-over of leave pool hours.
2. Limit to the number of persons off at any given time: Fire-3, EMS-2, and one (1) each from Services, Arson, Fire Prevention, Training, and Communications.
3. Limit to the number of persons off per Firefighting company-1.
4. Not more than six (6) persons off at the same time.
5. Leave increment must be equal to or greater than eight (8) hours for Firefighting or EMS divisions and four (4) hours for all forty (40) hour divisions.
6. Where leave increments are above the minimum hours, said increments must be not less than two (2) hours.
7. Request for leave must be made by the Union President or her/his designee.
8. Request for leave must be directed to the Fire Chief or her/his designee, via e-mail or fax.
9. Request for leave must be received at the Fire Chief's Office prior to 12:00p.m., (noon), of the shift prior to the shift of leave usage.
10. Request for leave must be in writing, signed by the Union President or her/his designee, include the names and assignments of employees selected to be on Union Leave and indicate the duration of leave requested for each employee.
11. Employees participating in initial specialized training, (Paramedic or Arson), shall not be authorized to utilize Union Leave while participating in said training.
12. The Fire Chief may deny a request for Union Leave where said request is for an employee assigned to the following positions: Special Projects, Professional Standards, Personnel, Training, Services, Fire Prevention, Arson, Special Teams Coordinator, Safety Officer, and personnel performing special projects receiving higher classification. However, members of

the Union Executive Board in any such position shall be subject to Section 4.A.13. of this Article.

13. The Fire Chief may deny a request for Union Leave where approval of said request would be operationally detrimental to the Department. In the event that the Chief denies such a request, the Union may request the reason for the denial. If this occurs the Fire Chief shall explain the reason for said denial in writing.

14. The Fire Chief retains the right to recall employees to duty during an emergency or special event involving an overriding need for protection of the citizens of San Antonio.

Nothing in this Article has any effect on rights and prerogatives of the Union, employees, or the Fire Chief with respect to employees attending meetings, conventions, conferences, seminars, or other Union functions on the employee's own time or Union lay-off time.

**Sections 5-7.** [Same as 2020-2024 CBA]

## **ARTICLE 17 - VACATIONS**

**Section 1.** [Same as 2020-2024 CBA]

**Section 2. Additional Vacation Hours.**

In addition to the vacation accrual amounts outlined in Section 1 of this Article, beginning the first full pay period after October 1, of each year, each employee shall receive an additional ~~3~~ 6 hours of vacation each fiscal year. This Section provides hours for Article 6, Section 4 Union Leave.

**Sections 3-7.** [Same as 2020-2024 CBA]

**ARTICLE 17 - VACATIONS**

**Sections 1-2.** [Same as 2020-2024 CBA]

**Section 3.** Floating Vacation Shifts (FVS).

- A. Except as provided in Section 3, Perfect Attendance Leave, an employee may request from her/his accrued vacation leave, up to four (4) shifts. This leave is to be taken from her/his scheduled vacation.
- B. An employee must apply in writing no less than prior to the beginning of the shift (or the workday, for 40 hour employees) prior to the shift being taken. Selection will be made on a first-come, first-served basis, by log date and time entry at a location to be designated by the Division Head.
- C. There will be a maximum of the ~~four (4)~~ six (6) employees allowed off on FVS per shift (~~two (2)~~ three (3) in Fire Suppression and ~~two (2)~~ three (3) in EMS, and one (1) additional FVS per year per paramedic), with the exception of holidays or the day before or after a holiday. If a person requests a floating vacation shift and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon her/his return to duty.
- D. Upon the effective date of this agreement, an additional four (4) employees will be allowed off on defined payback floating vacation shift ("Defined Payback FVS") per shift (an additional two (2) in Fire Suppression and two (2) in EMS), with the exception of holidays or the day before or after a holiday. If an employee requests a Defined Payback FVS and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon his/her return to duty. At the time the bargaining unit employee makes the request for a Defined Payback FVS, the Fire Chief will provide up to three optional dates from the employee's remaining scheduled vacation days during the same calendar year and the employee shall, at that time, select the pay-back date from the options provided or the employee may choose not to use a Defined Payback FVS.

**Sections 4-8.** [Same as 2020-2024 CBA]

**ARTICLE 20 - UNIFORM ITEMS AND PERSONAL PROTECTIVE EQUIPMENT**

**Section 1.** Uniforms.

A. Uniform Commissary. [As proposed by City, 06-24-24.]

B. [Same as 2020-2024 CBA]

C. Uniform Credit System

1. The City shall establish a uniform credit system under a revised commissary contract whereby each employee shall have a ~~five hundred dollars (\$500.00)~~ six hundred and sixty dollars (\$660) credit assigned to that employee to allow the employee to acquire and maintain her/his/her uniform items, not classified as PPE. Each employee shall be assigned a ~~five hundred dollar (\$500.00)~~ credit each fiscal year thereafter, which shall be adjusted to reflect changes in the CPI-W during the prior fiscal year. “Fiscal year” shall hereinafter refer to the period from October 1<sup>st</sup> through September 30<sup>th</sup>.

2-6. [Same as 2020-2024 CBA]

D. Additional Clothing Allowance

Effective October 1, 2024, it is the Parties’ intent to reallocate the Employees’ clothing allowance to Employees’ base salary. ~~2012, each employee shall receive an additional clothing allowance of three hundred and sixty (\$360.00) per fiscal year. Effective October 1, 2013, each employee’s clothing allowance shall increase to seven hundred and twenty (\$720.00) per fiscal year. Such amounts shall be paid during the month of October in the off cycle by separate check or direct deposit as the City shall determine.~~

E-H. [Same as 2020-2024 CBA]

**Section 2.** [Same as 2020-2024 CBA]

**ARTICLE 23 - SICK LEAVE**

**Sections 1-5.** [As proposed by City, 06-24-24]

**Section 6.** Other Provisions.

- A. After an employee who is eligible for regular retirement has an absence in excess of thirty (30) consecutive working days, the Chief has the right to require a physician's certificate and may require the employee to submit to a Fitness for Duty Examination.
- ~~B. The Union recognizes the City's existing right to contact or attempt to contact an employee either in person or by telephone in a reasonable manner while s/he is on sick leave. Failure of the employee to be at her/his residence, at a location pre-coordinated with her/him.~~
- ~~C. Supervisor, or attending medical treatment shall be grounds for disciplinary action in accordance with existing rules and regulations. The Chief will establish a procedure for discretionary exemptions from this rule and the provisions of Section 2 for individuals with long term illnesses, injuries or extended hospitalization.~~
- D. The Union recognizes the City's existing right to enforce a policy that the provision of fraudulent medical documentation or deliberately erroneous statements in connection with the provisions of this article shall be grounds for disciplinary action in accordance with the rules and regulations.
- E. Nothing in this Article shall be construed to limit in any fashion the right of the Chief to enforce rules and regulations or administrative policies that are not in conflict with this Agreement or State Law.

**Section 7.** [As proposed by City, 06-24-24]

## SAPFFA Proposal (Health Benefits), 06-24-2024

### ARTICLE 25 - HEALTH BENEFITS

**Sections 1-4.** [Same as 2020-2024 CBA]

**Section 5.** ~~Effective April 1, 2020, b~~ Bargaining unit employees will continue to be offered two health plans with plan designs and employee contributions described in the chart below with the understanding that IRS required changes will be applied in accordance with required laws and regulations:

[CHART. As proposed by City, 06-24-24, except for proposed changes to Pharmacy Co-Pays.]

The pharmacy coverage is as outlined in the CVS Value formulary or its equivalent if a new PBM is selected during the contract term.

Employee Monthly Contributions and CDHP plan Health Savings Account contributions are as follows:

[CHART]

The above years are plan (currently calendar) years. ~~The first year plan for 2020 begins in April and ends in December. Payments made by covered members (employees, plus any dependent(s)) that have accumulated toward the deductible and out of pocket maximums will credit toward the first year of the new health plan ending December 31, 2020. Subsequent years 2021, 2022, 2023, 2024, and any evergreen period will be in calendar years (January through December).~~ Employee monthly contributions (under the Value plan) will increase by ~~10%~~ the same percentage as any base salary raise over the prior year's contribution every year during the life of the agreement (~~including~~ during evergreen annual increases will be the same percentage used in the last year of the CBA). Out-of-network claims will be capped at the in network allowable amounts under both the Value and CDHP plans.

Health Savings Account Contributions for CDHP shall be 50% of the applicable deductible for each participating member. City HSA contributions will continue during evergreen.

**Sections 6-7.** [As proposed by City, 06-24-24]

**SAPFFA Proposal (Miscellaneous), 06-24-2024**

**ARTICLE 27 - MISCELLANEOUS**

**Sections 1-9.** [Same as 2020-2024 CBA]

**Section 10.** [As proposed by City, 06-24-24, except that benefit should be 168, not 160, hours]

**ARTICLE 29 -DRUGS AND ALCOHOL**

**Sections 1-3.** [Same as 2020-2024 CBA]

**Section 4.** Random Testing

A-F. [Same as 2020-2024 CBA]

G. The random testing program shall not test for marijuana metabolites a/k/a Tetrahydrocannabinolic Acid (THCA). Post-accident and reasonable suspicion testing programs shall continue to test for marijuana metabolites a/k/a Tetrahydrocannabinolic Acid (THCA).

**Section 5.** Threshold Levels Revealed by Testing

The parties have agreed that the following levels shall be determinative in any drug testing administered under this Article.

A. The drugs that will always be screened and the initial and confirmatory test cutoff levels to be used include all that are listed in the Mandatory Guidelines for Federal Workplace Drug Testing Programs established by the Department of Health and Human Services (DHHS) and published in the Federal Register. In January of each calendar year, additional drugs will be included or removed from the drug testing panel as drugs are authorized or deauthorized for use by fire department employees in the course and scope of their duties and for which testing protocols exist. Cut-off levels for any additional drugs will be established by the DHHS-certified testing laboratory and must approved by the Union. Initially, the additional drugs used in the fire department which will be included for testing are Diazepam and Midazolam (both Benzodiazepines), Ketamine, Fentanyl, and Buprenorphine. Benzodiazepines have an initial cut-off of 300 ng/ml and a confirmatory cut-off of 200 ng/ml. Ketamine has an initial and confirmatory cut-off level of 100 ng/ml. Fentanyl has an initial cut-off of 500 pg/ml and a confirmatory cut-off of 300 pg/ml. Buprenorphine has an initial cut-off of 5 ng/ml and a confirmatory cut-off of 2 ng/ml.

B-D. [Same as 2020-2024 CBA]

**Section 6.** General.

A-D. [As proposed by City, 06-24-24]

E. At this time, the City has not identified an MRO who will determine whether a positive test for THCA is consistent with a validly issued THCA prescription or with the performance of safety sensitive job duties; as a result, a positive test for THCA will be reported as a positive



to the City. Only prescriptions issued under Texas' Compassionate Use statute will be considered.

F. [Same as 2020-2024 CBA]

**Sections 7-9.** [Same as 2020-2024 CBA]