

ARTICLE 3.

MANAGEMENT RIGHTS

Section 1.

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

- A. Direct the work of its employees to include the scheduling of overtime work.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to Civil Service regulations and/or terms of this Agreement.
- C. Suspend or discharge employees for just cause, subject to Civil Service regulations and/or the terms of this Agreement.
- D. Maintain the efficiency of governmental operations.
- E. Relieve employees from duties due to lack of work, subject to Civil Service regulations and/or the terms of this Agreement.
- F. Utilize the Fire Department in emergency situations to protect life and property.
- G. Use civilians in the Fire Department to perform duties which do not require a sworn certified Fire Fighter. In this regard, the City is authorized to civilianize the following positions or units:
 - 1. Fiscal Management
 - 2. Personnel
 - 3. Clerical
 - 4. Emergency Management
 - 5. Delivery
 - 6. Fire Services/Vehicle Maintenance (with exception of not less than one (1) Fire Captain or higher position)
 - 7. EMS Supply (provided the City hires a civilian that has some medical background and/or holds a paramedic certification)

8. Building Maintenance
9. Information Systems
10. The Union recognizes the City's existing right to transfer personnel who currently are assigned to the Fire Marshall's Office, performing plan checking and review tasks for sprinkler and fire alarms, under the Uniform Building and Fire Codes. Neither the City nor the Union concedes any aspect of its position on civilianization with respect to other tasks or positions as a result of this compromise. This agreement will not be considered a precedent and is not admissible as evidence in any other controversy or proceeding involving civilianization.

Civilians performing duties which do not require a sworn certified Fire Fighter, and civilians performing duties civilianized pursuant to the position/unit list contained herein are not subject to the terms of this Agreement.

- H. Determine the methods, processes, means, and personnel by which operations are to be carried out.

THE UNION UNDERSTANDS AND AGREES THAT:

Section 2.

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

Date: _____

For the City

For the Association