

City Proposal 3/29/24

ARTICLE 6. UNION ACTIVITY

Section 1. Union Activity on Department Property.

Union members or officers shall not conduct Union business on City time except as specified by this Agreement or as further authorized by the City Manager or the Fire Chief. The Union may hold meetings pertinent to Union business on Fire Department property, provided that permission for such meeting is obtained in advance from the Fire Chief or her/his designated representative.

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

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

The determination by the Fire Chief that Union meetings on Fire Department property or the work of an individual Union member on City time as provided herein shall be binding unless or until it has been determined through the Grievance Procedure found in Article 30, of this Agreement that the Chief has unreasonably exercised her/his authority granted pursuant to this Article. The Union will be allowed a scheduled four (4) hour orientation class with Fire Cadets within the first two (2) weeks of entering the Fire Academy. The Union shall submit an outline of their presentation to the Chief in advance.

Section 2. Negotiating Committee.

A maximum of three (3) members of the Union Negotiating Committee shall be granted time off with pay (excluding additional pay) for the purpose of attending negotiating meetings between the City and the Union when such meetings occur during the regularly scheduled working time of the employees. Time off shall only be for reasonable transportation time to and from the meeting site, direct route, and the actual time required in the meeting itself. An employee on such administrative leave shall be compensated as though the employee was at work on her/his regularly-scheduled assignment so that the employee will suffer no reduction in her/his normal, weekly pay for having participated in negotiations (and/or meetings directly relating thereto and actual travel time--direct route--to and from said meetings) at her/his regular rate of pay and applicable scheduled FLSA overtime.

Section 3. City Facilities.

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

Section 4. Union Leave Pool.

A. On October 1 of each year ~~Effective the first full pay period after October 1 of each year~~ in accordance with Article 17, Section 2, three (3) additional hours vacation leave per filled Fire Fighter position per year, as recorded on the active payroll of the last pay period paid in September of the previous fiscal year, will be deducted to establish and maintain a pool of leave hours. These hours will be available effective October 1 of every year. 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.
- B. 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.

Section 5. Bulletin Boards.

The City shall allow the Union to use the Fire Department bulletin board at each location. These boards shall be used only for the following notices:

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

Notices of announcements, including reports of Union committees shall not contain anything reflecting upon the City, any of its employees, or any labor organizations among its employees. The notice of Union endorsement of political candidates shall consist of a simple, straight-forward listing of the candidates, without editorializing their merits and void of any remarks about their opponents.

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

Section 6. Radio, MDT, and Electronic Mail Announcements.

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

Section 7.

The City agrees to provide the Union President with the written copy of announcements intended for dissemination generally to Department employees. Copies of such announcements shall be placed in a mail slot to be maintained for the Union President at the Department's Administrative Offices.

Date: _____

For the City

For the Association