

NOTICE OF INDEFINITE SUSPENSION

Lieutenant Brandon Griffin
San Antonio Fire Department
315 S. Santa Rosa
San Antonio, Texas 78207

Fire Fighters' and Police Officers' Civil
Service Commission
111 Soledad, Suite 123
San Antonio, Texas 78205

APR 18 '19 10:14AM
CITY OF
SAN ANTONIO HR

Commissioners and Lt. Griffin:

Under and by the virtue of the authority vested in me by Chapter 143, Municipal Civil Service, Subtitle A, Title 5, V.T.C.A. Local Government Code, I do hereby indefinitely suspend Lt. Brandon Griffin from the San Antonio Fire Department effective April 17, 2019.

Lt. Griffin has violated Subsection C of Rule XIII of the City of San Antonio Fire Fighters and Police Officers Civil Service Commission Rules which were adopted on February 23, 1998, by the Fire and Police Civil Service Commission as the Civil Service Rules for the Fire and Police Departments of the City of San Antonio. The particular civil service rules violated by Lt. Griffin and which are grounds for indefinite suspension are as follows:

Rule XIII, Subsection C(12): Violation of an applicable fire or police department rule, or special order.

The Rules and Regulations of the San Antonio Fire Department which Lt. Griffin has violated were those approved by the Firemen's and Policemen's Civil Service Commission on February 10, 2003, to be effective March 7, 2003. The particular rules thereof which Lt. Griffin has violated are as follows:

2.02 ABIDE BY LAWS AND DEPARTMENTAL ORDERS:

A. LAWS: Members shall abide by the laws of the United States and the State of Texas, and ordinances of the City of San Antonio.

3.01 CONDUCT AND BEHAVIOR: Members, whether on-duty or off-duty, shall be governed by the ordinary and reasonable rules of good conduct and behavior, and shall not commit any act tending to bring reproach or discredit on themselves or the Department.

4.07 NEGATIVE PUBLIC IMAGE: Members shall not engage in any activity tending to create a negative public perception of the Fire Department.

4.09 USE OF INTOXICANTS:

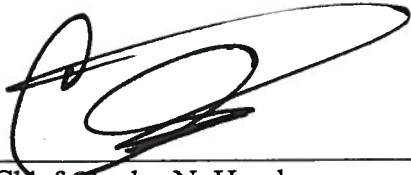
B. INTOXICATION: Members shall not at any time be intoxicated while on-duty. No Member shall report for duty exhibiting the odor of intoxicants, or any of the elements, effects, behavior or appearance of intoxication. Members shall not, under any circumstances, be intoxicated while in public to the extent that may damage the reputation of the Department.

The acts committed by Lt. Griffin which violated the aforementioned Civil Service Rules and Fire Department Rules are as follows:

On or about January 30, 2019 at approximately 2:17 a.m., while off duty, Lt. Brandon Griffin was stopped by a member of the Bexar County Sheriff's Office who observed him driving his vehicle in the wrong direction of traffic, disregarding a traffic sign and making an unsafe lane change. Lt. Griffin informed the deputy that he was driving home after a Spurs game at which he had two beers. The deputy noted a faint smell of alcohol and requested that Lt. Griffin take a Field Sobriety Test, which Lt. Griffin agreed to and which revealed indications of intoxication. A blood alcohol test performed indicated his blood alcohol level to be 0.158. Lt. Griffin was arrested and charged with Driving While Intoxicated. Lt. Griffin's actions tended to bring reproach upon himself and the SAFD.

Lt. Griffin's violation of the cited rules is the basis for these charges and the reason for his indefinite suspension.

An original of this disciplinary suspension order is being filed with the Fire Fighters' and Police Officers' Civil Service Commission.



Fire Chief Charles N. Hood

4/17/19
Date

1600
Time

NOTICE OF RIGHT OF APPEAL

I hereby acknowledge receipt of a copy of the foregoing indefinite suspension and further acknowledge that I have been notified that I have ten days to file a written appeal of this suspension with the Fire Fighters' and Police Officers' Civil Service Commission for hearing before the Commission or an independent third party hearing examiner. I also understand that if I appeal to the hearing examiner, I waive all rights of appeal to a District Court, except as provided by subsection (j) of Section 143.057 of Title 5, V.T.C.A. Local Government Code.


Lieutenant Brandon Griffin

4/17/19
Date

1600
Time

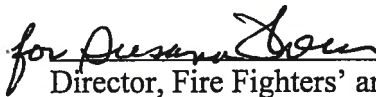
WITNESSED BY:


Signature

4-17-19
Date

4:01 pm
Time

FILED on this the 18 day of April, 2019, with the Fire Fighters' and Police Officers' Civil Service Commission.


Director, Fire Fighters' and Police
Officers' Civil Service Commission

APR 18 '19 10:14AM

CITY OF

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RELEASE AND SETTLEMENT AGREEMENT

APR 18 10 15 AM
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WHEREAS, Lieutenant Brandon Griffin was issued an indefinite suspension on April 7, 2019, by Fire Chief Charles N. Hood for violations of civil service rules and regulations of the San Antonio Fire Department as stated in the notice of suspension; and

WHEREAS, Lt. Griffin has the right to appeal, but has not yet appealed, said suspension to the San Antonio Firefighters and Police Officers Civil Service Commission or a third-party arbitrator; and

WHEREAS, Chief Hood and Lt. Griffin have agreed to settle this disciplinary matter; **NOW THEREFORE**:

FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN:

SECTION 1. Lt. Brandon Griffin admits that he violated the rules of the Fire Fighters' and Police Officers' Civil Service Commission and of the San Antonio Fire Department set out in the Notice of Indefinite Suspension issued on April 7 2019, and admits to the truth of the facts stated in the factual basis in said notice of indefinite suspension.

SECTION 2. The aforementioned indefinite suspension without pay of Lt. Griffin is hereby reduced to a seventy-five day suspension without pay beginning April 19, 2019.

SECTION 3. Lt. Griffin agrees that within fourteen days of the beginning of the aforementioned seventy-five day suspension, he will begin an appropriate rehabilitation program, as determined by a drug and/or alcohol abuse evaluation expert. Lt. Griffin shall provide verification, authored by the program administrator, of his successful completion of said program to the Fire Chief within fourteen days of completion of the program. The failure of Lt. Griffin to begin said program within the required time, to successfully complete said program, or to provide verification of his successful completion of said program to the Fire Chief within the required time shall constitute the resignation of Lt. Griffin from the San Antonio Fire Department and employment with the City of San Antonio. The requirements of this section shall be considered satisfied if Lt. Griffin has begun an appropriate rehabilitation program, as determined by a drug and/or alcohol abuse evaluation expert, prior to the execution of this agreement, successfully completes said program, and provides verification, authored by the program administrator, of his successful completion of said program to the Fire Chief within fourteen days of the execution of this agreement or of the completion of the program, whichever occurs later.

SECTION 4. Lt. Griffin agrees that, following completion of the rehabilitation program provided for in Section 3 of this agreement, he will submit to counseling with a mental health professional, at his own expense, as frequently as deemed necessary by said professional and until such time as that professional agrees that counseling is no longer needed. Said counseling shall begin within thirty days of the execution of this agreement or of the completion of the rehabilitation program, whichever occurs later. Lt. Griffin agrees to authorize, in writing, said

professional to report to the Fire Chief whether he has complied with the aforementioned requirements. Lt. Griffin shall provide a copy of said authorization to the Fire Chief within forty-five days of the execution of this agreement or of the completion of the rehabilitation program, whichever occurs later. The failure of Lt. Griffin to submit to counseling as frequently and for as long as deemed necessary, to begin counseling within the required time, or to provide the aforementioned authorization within the required time shall constitute the resignation of Lt. Griffin from the San Antonio Fire Department and employment with the City of San Antonio.

SECTION 5. Any arrest in any jurisdiction of Lt. Griffin for driving while intoxicated after the execution of this agreement shall constitute the resignation of Lt. Griffin from the San Antonio Fire Department and employment with the City of San Antonio.

SECTION 6. In addition to the reporting requirements of Sections 3 and 4 of this agreement, Lt. Griffin shall, on the tenth day of each month following the execution of this agreement, notify the Fire Chief, in writing, of the status of his efforts to comply with the requirements of Sections 3 and 4. This requirement shall remain in effect until such time as Lt. Griffin has fully complied with the requirements of Sections 3 and 4. Lt. Griffin agrees to the imposition of a five-day suspension without pay for any instance in which he fails to comply with this section. Lt. Griffin waives his right to appeal the imposition of discipline issued pursuant to this section and agrees that he will not file an appeal of any disciplinary action so taken.

SECTION 7. On or about January 30, 2019, Lt. Griffin was arrested by the Bexar County Sheriff's Office for driving while intoxicated. Lt. Griffin shall provide written notice to the Fire Chief of any hearing or proceeding, and the outcome of the hearing or proceeding, conducted in connection with the aforementioned criminal incident. Said notification must be provided within 10 business days after the hearing or proceeding. Additionally, Lt. Griffin shall provide written notice to the Fire Chief of any resolution, and the nature of the resolution, of any criminal prosecution pursued against him in connection with the aforementioned incident. Said notification must be provided within 10 business days after the resolution of the criminal prosecution. Lt. Griffin agrees to the imposition of a five-day suspension without pay for any instance in which he fails to comply with this section. Lt. Griffin waives his right to appeal the imposition of discipline issued pursuant to this section and agrees that he will not file an appeal of any disciplinary action so taken.

SECTION 8. IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, AND IN CONSIDERATION OF SAID REDUCTION OF DISCIPLINE, LIEUTENANT GRIFFIN DOES HEREBY RELINQUISH AND WAIVE ANY RIGHT TO APPEAL SAID SUSPENSION TO THE FIREFIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A THIRD-PARTY ARBITRATOR, THE DISTRICT COURT, OR ANY OTHER COURT HAVING COMPETENT JURISDICTION AND THAT THIS AGREEMENT IS INTENDED TO BE A FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER ASSERTED OR NOT HAVING YET BEEN ASSERTED, ARISING OUT OF THE AFORESAID SUSPENSION.

SECTION 9. LIEUTENANT GRIFFIN, FOR HIMSELF, HIS HEIRS, EXECUTORS, AND ASSIGNS, DOES HEREBY RELEASE, DISCHARGE, AND ACQUIT THE CITY OF SAN ANTONIO, TEXAS, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, AND CHARLES N. HOOD, HIS HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, INCLUDING THOSE ARISING OUT OF CHAPTER 554 OF THE TEXAS GOVERNMENT CODE, CLAIMS, OR DEMANDS FOR DAMAGES, COSTS, EXPENSES, COMPENSATION, OR CONSEQUENTIAL DAMAGES, KNOWN OR UNKNOWN, ASSERTED OR NOT, ARISING OUT OF THE AFORESAID SUSPENSION.

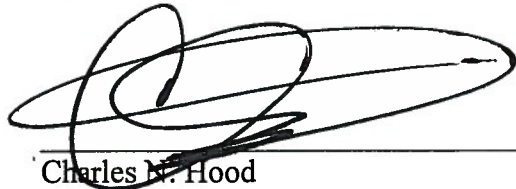
SECTION 10. Should there be any contention, now or in the future, that the terms of this agreement conflict with or are inconsistent with those of the Collective Bargaining Agreement between the City of San Antonio and Local 624 International Association of Fire Fighters, which was executed on June 27, 2011, Lt. Griffin agrees that the provisions of this agreement prevail.

SECTION 11. Lt. Griffin acknowledges that he has been given an opportunity to review this agreement with the International Association of Fire Fighters, Local 624, and his attorney or other representative. Lt. Griffin acknowledges that he has carefully read this Release and Settlement Agreement, he knows and understands the contents of the agreement, and he is satisfied with the contents of the agreement.

EXECUTED IN DUPLICATE ORIGINALS on April 17, 2019.



Brandon Griffin
Lieutenant



Charles N. Hood
Fire Chief

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