

NOTICE OF INDEFINITE SUSPENSION WITHOUT PAY

Engineer John Williams
San Antonio Fire Department
315 S. Santa Rosa
San Antonio, Texas 78207

MAY3 '19 12:38PM

CITY OF

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

SAN ANTONIO HR

Commissioners and Engineer John Williams:

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 suspend Engineer John Williams from the San Antonio Fire Department without pay for an indefinite period, beginning on the 3 day of May, 2019.

Eng. Williams 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 Eng. Williams and which are grounds for 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 Eng. Williams 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 Eng. Williams has violated are as follows:

2.02 ABIDE BY LAWS AND DEPARTMENTAL ORDERS:

B. ORDERS, RULES, REGULATIONS, DIRECTIVES, POLICIES AND PROCEDURES: Members shall abide by the Rules and Regulations, Departmental roles and responsibilities, administrative orders, directives, policies and procedures of the San Antonio Fire Department.

4.01 TRUTHFULNESS OF MEMBERS: Members shall speak the truth at all times. Reports and written communications from any Member shall also reflect the truth.

4.02 GIVING INFORMATION IN DEPARTMENTAL INVESTIGATIONS: Members shall cooperate fully in departmental investigations and shall not withhold information pertinent to the investigation. Any Member who, when so directed by a superior officer, refuses to answer questions or render statements, material, etc., relevant in any Departmental personnel investigation shall be guilty of neglect of duty and subject to disciplinary action.

10.06 RESTRICTIONS ON ACTIVITIES WHILE SICK, INJURED, OR ON LIMITED DUTY:

- A. REMAIN AT RESIDENCE: Members, while on sick or injury leave, shall remain at their place of residence unless absence from their place of residence is authorized by Department policy.
- B. NO EXTRA EMPLOYMENT: Members shall neither engage in any outside employment nor work any city overtime while on sick or injured leave. This overtime restriction may be waived in an emergency, at the discretion of the Fire Chief.

14.06 OUTSIDE EMPLOYMENT:

- A. PERMISSION REQUIRED: No Member of the Department shall engage in any outside employment, nor own, operate, or have any financial interest in any business activity without the written permission of the Fire Chief.
- B. WORKING ON OUTSIDE JOBS: Members shall not engage in outside gainful employment while trading time.


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

On or about November 20, December 2, and December 14, 2018, Engineer Williams was absent from his assigned shift for the San Antonio Fire Department and submitted sick leave for his absence. On those same days, Eng. Williams worked an off-duty job for Hydro Pros, an IV hydration therapy business. The Department incurred overtime expense to provide cover for Eng. Williams' shifts. On December 22, 2018, Eng. Williams was absent from his assigned shift for the San Antonio Fire Department and entered a shift trade off. On that same day, Eng. Williams worked an off-duty job for Hydro Pros. Eng. Williams did not submit a request for off duty employment with Hydro Pros nor had he been given permission to work that off duty job. On February 12, 2019, Deputy Chief Yvette Granato ordered Eng. Williams to respond to written

interrogatories and he was reminded of his obligation to be truthful and to cooperate fully in departmental investigations. Interrogatory number 6 asked "Have you ever used sick leave from SAFD to work another job?" Eng. Williams responded "No." This answer was untruthful. Eng. Williams' actions tended to bring reproach upon himself and the SAFD.

Eng. Williams's violation of the cited rules is the basis for these charges and the reason for his indefinite suspension without pay.

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

5/3/19
Date

1030
Time


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CITY OF

SAN ANTONIO HR

NOTICE OF RIGHT OF APPEAL

I hereby acknowledge receipt of a copy of the foregoing indefinite suspension without pay 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.


Eng. John Williams

May 3 2019
Date

10:30
Time

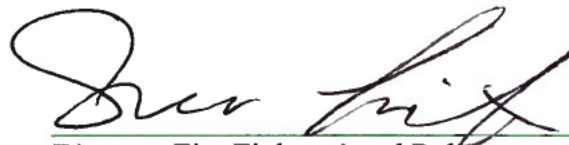
WITNESSED BY:


Signature

May 3 2019
Date

10:30
Time

FILED on this the 03 day of May, 2019, with the Fire Fighters' and Police Officers' Civil Service Commission.


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

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CITY OF

SAN ANTONIO HR

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Engineer John Williams was issued an indefinite suspension on May 3, 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, Engineer John Williams 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 Engineer John Williams have agreed to settle this disciplinary matter; **NOW THEREFORE**:

FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN:

SECTION 1. Engineer John Williams 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 May 3, 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 Engineer John Williams is hereby reduced to a twenty-two day suspension without pay beginning May 7, 2019.

SECTION 3. IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, AND IN CONSIDERATION OF SAID REDUCTION OF DISCIPLINE, ENGINEER JOHN WILLIAMS 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 4. ENGINEER JOHN WILLIAMS, 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

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SAN ANTONIO HR

CONSEQUENTIAL DAMAGES, KNOWN OR UNKNOWN, ASSERTED OR NOT, ARISING OUT OF THE AFORESAID SUSPENSION.

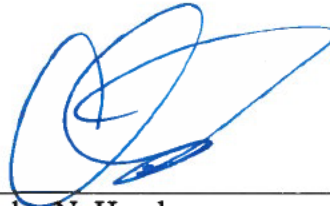
SECTION 5. Should there be any contention, now or in the future, that the terms of this agreement conflict with or are inconsistent with those of the Collective Bargaining Agreement between the City of San Antonio and Local 624 International Association of Fire Fighters, which was executed on June 27, 2011, Engineer John Williams agrees that the provisions of this agreement prevail.

SECTION 6. Engineer John Williams 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. Engineer John Williams 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 May 3, 2019.



John Williams
Engineer



Charles N. Hood
Fire Chief

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SAN ANTONIO HR