

LAW OFFICES OF RICKY J. POOLE

ATTORNEY AND COUNSELOR

Civil Trials

Mediation

Civil Appeals

JULY 2, 2019

Mr. Andrew Segovia
OFFICE OF THE CITY ATTORNEY
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

**VIA ELECTRONIC TRANSMISSION
AND HAND DELIVERY**

Re: City of San Antonio / International Association of Fire Fighters, Local 624
Determination of Impasse and Invocation of Arbitration

Dear Mr. Segovia:

By and through this correspondence, and pursuant to Article XIV, Section 169 of the San Antonio City Charter, the International Association of Fire Fighters, Local 624 hereby provides written notice to the City of San Antonio, declaring the current negotiations between Local 624 and the City of San Antonio are at an impasse. The parties initially attempted to reach consensus on a new collective bargaining agreement through open negotiations under Chapter 174 of the Texas Local Government Code for ten (10) meetings and sixty (60) days. Just prior to statutory impasse, Local 624 offered to extend the time to negotiate by an additional fifteen (15) days, and Local 624 accepted the City's condition that future negotiation sessions take place in a confidential mediation setting. We have now conducted mediation sessions through five (5) more agreed extensions, totaling ninety (90) additional days. Despite hundreds of hours of combined effort, the parties remain far apart on the two primary concerns for San Antonio fire fighters: fire fighter healthcare for each member and their families, and fire fighter wages that have remained flat and stagnant for the last five years. Additionally, San Antonio fire fighters continue to be very concerned with the City's treatment of first responders diagnosed with cancer, as well as the current worker's compensation process, which Local 624 believes would substantially benefit from an ADR component. Finally, Local 624 seeks additional Floating Vacation Shifts in both Fire Suppression and EMS, to allow fire fighters greater flexibility in the use of their already-accrued vacation time. With regard to these issues, as well as any additional issues which the City may identify are in dispute, Local 624 now invokes binding arbitration, as provided for under Article XIV, Section 169(1) of the San Antonio City Charter.

Local 624 does not take this step lightly. There are many that believed that once Prop C was approved by the citizens of San Antonio, Local 624 would opt to immediately invoke arbitration. That did not happen. As the sixty (60) day deadline for statutory collective bargaining approached, others surmised that Local 624 was merely biding its time and would invoke arbitration just prior to statutory impasse. That did not happen. In fact, Local 624 was the first party to call for an extension of traditional bargaining beyond the sixty (60) day deadline. Still others opined that Local 624 would likely declare impasse just prior to the mayoral runoff election. Once again, that did not take place. Instead, Local 624 has gone back to the drawing board time and again in an effort to reach an agreement that would be beneficial to fire fighters, while addressing the fiscal impact of a new contract on San Antonio taxpayers. Unfortunately, the current process has not resulted in a new collective bargaining agreement and Local 624 now believes that both sides will benefit from the finality of an arbitrator's decision with regard to the issues in contention.

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The City has previously taken the position that it welcomes arbitration should Local 624 wish to arbitrate the contract. Moreover, the City has on more than one occasion recognized that a majority of the registered voters of San Antonio have conferred the authority to declare impasse and invoke arbitration on Local 624, and that the City would not challenge the will of the people. While Local 624 has done its due diligence and explored all other potential options prior to coming to the decision to arbitrate, Local 624 has reached the conclusion that the best path forward to resolve the current dispute requires arbitration as set forth in the City Charter.

Pursuant to City Charter Article XIV, Sections 169(1) and (2), arbitration by my calendar must commence on or before August 16, 2019. The parties are each required to designate one arbitrator within fifteen (15) days of this written notice, on or before July 17, 2019. I look forward to working with you as we proceed through this process. Please feel free to contact me with any questions.

Respectfully,



RICKY J. POOLE

RJP:sm
cc: Local 624

**RECEIVED BY THE CITY ATTORNEY, AND ACCEPTED ON BEHALF
OF THE CITY OF SAN ANTONIO ON THIS 2ND DAY OF JULY, 2019:**

Mr. Andrew Segovia
or his Authorized Designee
City of San Antonio