

2022 Collective Bargaining Negotiations
City of Laredo and the Laredo Fire Fighters Association, Local 872

TENTATIVE AGREEMENT

No Change to:

ARTICLE 6

THE RIGHTS OF MANAGEMENT

6.1 Except as otherwise specifically provided in this Agreement, the Association recognizes that the City has the sole and exclusive right to exercise all rights or functions of management.

6.2 The exercise of the rights of management will be consistent with the overall goals and objectives of the City and of the Laredo Fire Department. The below enumerated rights of management are not all-inclusive but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly provided in the Agreement. Without limiting the generality of the foregoing, as used herein the term "Rights of Management" includes:

- a. Directing the work of all Fire Department Employees to include the scheduling of regular and overtime work, and the modification of work schedules;
- b. Hiring, promoting, demoting, transferring, assigning, and retaining Employees in positions within the City, subject to the provisions of Chapter 143 of the Texas Local Government Code;
- c. Suspending or discharging Employees for just cause subject to Chapter 143 of the Texas Local Government Code;
- d. Maintaining the efficiency of governmental operations and determining Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- e. Relieving Employees from duties because of lack of work, subject to Chapter 143 of the Texas Local Government Code;
- f. Utilizing the Fire Department in emergency situations to protect life and property in any natural disaster or conflagration;
- g. Determining the methods, processes, means, and personnel by which operations are to be carried out;
- h. Determining the safety, health, and property protection measures for the Fire Department;
- i. Selecting, promoting, or transferring firefighters to supervisory or other positions subject

to the provisions of Chapter 143, Texas Local Government Code;

- j. Determining policy affecting the selection or training of firefighters;
- k. Establishing, modifying, and enforcing of Fire Department rules, regulations and orders;
- l. Transferring work from one position to another within the Classified Service of the Fire Department subject to the provisions of Chapter 143, Texas Local Government Code;
- m. Determining the rank and number of firefighters within each rank in accordance with the provisions of Chapter 143, Texas Local Government Code;
- n. Transferring firefighters from one house, district, or division to another;
- o. Scheduling operations and determining the number and duration of hours of assigned duty per week pursuant to Article 10, "Duty Hours";
- p. Establishing classifications, job descriptions, and the standards that provide the basis for assignment and recruitment of personnel; and
- q. Exercising the right to use civilians in the Fire Department to perform duties that do not require a certified firefighter and do not replace positions or duties currently being held or performed by certified firefighters except as mutually agreed to by the City and the Association.

6.3 The foregoing rights lie exclusively in the Employer. Nothing in this Article circumvents or changes Chapter 143, unless specifically expressed elsewhere in this Agreement. Except as otherwise specifically provided in this Agreement, the Employer, acting through the City Manager and Fire Chief, shall retain all rights and authority which by law are their responsibility to enforce.

6.4 No management rights as herein set forth, shall be exercised in an arbitrary or capricious manner.

6.5 In matters not specifically covered by language within this Agreement, the City shall have the clear right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure.

Tentatively agreed, subject to agreement on the entire contract, on this 15th day of SEPTEMBER, 2022 at 2:47 p. .m.



For the City



For the Association

Raymond F. Reese Stevens
Printed Name

Carlos R. Lozano
Printed Name