

LAW OFFICES OF RICKY J. POOLE

ATTORNEY AND COUNSELOR

Civil Trials

Mediation

Civil Appeals

APRIL 5, 2019

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

VIA ELECTRONIC TRANSMISSION

Re: City of San Antonio / International Association of Fire Fighters, Local 624
Fifteen Day Extension No. 1

Dear Mr. Segovia:

Please accept the following correspondence as a response to your letter of April 4, 2019. I disagree with your opinion that “doing what we have been doing over the past ten sessions leaves no reasonable expectation of resolution.” If that was the case in past negotiations sessions that I have been involved in, and bargaining had simply stopped after the first ten meetings because of early roadblocks in the negotiations process, the City of San Antonio and its fire fighters would not have been able to reach agreements in the last two bargaining cycles. There is an art to negotiations, as well as a give and take. Both sides must be willing to listen to the major concerns of the other side and attempt to address those concerns – sometimes through significant compromise.

Instead of reflexively invoking arbitration as many on the City’s side anticipated would be the Union’s strategy from Day 1 of these negotiations, Local 624 has instead attempted to utilize the bargaining process as a mechanism to voice its very real concerns to the City, and has offered solutions to those concerns that we believe firefighters will ultimately be able to accept and approve following a tentative agreement to a new contract. So far, the City has seemed to be oblivious to those concerns, and intractable in its position regarding solutions. This dynamic does not bode well for negotiations.

Still, it was the fire fighters who, at our last meeting, presented a proposal to extend our deadline to collectively bargain by fifteen (15) days – the maximum extension allowed under Chapter 174. No concessions were sought from the City as part of Local 624’s extension request. The City’s response was to attach conditions to any extension – something that no prior administration – to my knowledge – has ever done in the history of collective bargaining in San Antonio. In the past, both sides – even at the worst of times – were able to agree on one thing – sitting at the table and negotiating a contract – even if “negotiating” sometimes meant yelling and screaming at each other – is always a better choice than the other potentially available options. The current administration does not appear to understand that fundamental tenant of bargaining. I am very disappointed that Mayor Nirenberg, after repeatedly urging the fire fighters to come to the table over the last many months, has shown no leadership in trying to move these negotiations forward towards a potential agreement. His office has been completely silent since negotiations began on February 6, 2019. Leaders need to lead. That has not been the case regarding these negotiations and this administration.

Despite these realities, Local 624 remains committed to collective bargaining for now, because we continue to believe that the best interests of the public are served by an agreement that is reached through the blood, sweat and tears of listening to each other at the table and finding acceptable solutions that are fair to both sides. That is not always an easy process.

If the City believes that mediation will better assist the parties in reaching the goal of a new collective bargaining agreement, then we will listen to the City and participate in mediation. We do so for the greater good of continuing a dialogue between the parties. We hope our example of listening and addressing the needs communicated by the City is something that the City can learn from as these negotiations move forward. If not, if it truly does appear that this process is – for the first time in the history of collective bargaining in San Antonio – simply too broken to accomplish its objectives – we will explore other available avenues. For now, we choose to negotiate.

With that understanding, please see attached extension. I have made some changes to the document you sent to me and I am happy to discuss those changes with you and the basis for same at your convenience tonight or tomorrow morning. I want you to know that the language I have changed was necessitated by Local 624's membership. For that reason, my strong preference is for the City to review and sign the extension as is, and to return a signed PDF copy to me no later than noon tomorrow, Saturday, April 6, 2019. As I have said numerous times, my goal is to preserve the rights of the parties as those rights exist today, so that no additional procedural advantage is gained by either side through this extension. If that is not the City's intent as well, please let me know. As always, feel free to contact me with any questions – 210-██████████.

Respectfully,



RICKY J. POOLE