

1979-1980



CONTRACT - 79-80

AN AGREEMENT  
BETWEEN  
THE CITY OF SAN ANTONIO  
AND  
THE SAN ANTONIO  
POLICE OFFICERS' ASSOCIATION  
\*\*\*\*\*  
FISCAL YEAR 1979-1980

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PREAMBLE

The following agreement by and between the City of San Antonio, Texas, hereinafter referred to as the City, and the San Antonio Police Officers' Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Police Officers. Therefore, this agreement is intended to be in all respects in the public interest.

ARTICLE I - DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of August, 1979, and shall remain in full force and effect until the 31st day of July, 1980, or until such time as it is superseded by a new contract between the parties, whichever occurs later.

ARTICLE II - DEFINITIONS

- A. "City" means the City of San Antonio.
- B. "Association" means the San Antonio Police Officers' Association.
- C. "Executive Board" means those members of the Association duly elected, selected, or appointed members of the Board of Directors of that organization.
- D. "Employee" means any sworn Police Officer of the City with the exception of the Chief of Police.
- E. "Grievance" means any and all disputes arising under the Grievance Procedure in Article XVI.
- F. "Chief" means the Chief of Police of the City of San Antonio.
- G. "City Manager" means the City Manager of the City of San Antonio.

ARTICLE III - ASSOCIATION RIGHTS

A. Association Recognition and Scope of Unit

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

1. The City shall checkoff monthly Association, fees voluntarily and individually authorized, from each member. The procedure in effect during the previous contract year shall be continued.
2. The City shall notify the Association of any member who revokes his membership within the seven (7) working days after the effective date of this agreement.
3. The City shall deduct special assessments upon the request of the Association.

**B. Time Off for Association Business**

1. The Executive Board shall have the right to visit the premises of the Police Department for the purpose of administering this agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.
2. The Association's negotiating team, not to exceed six members, shall be permitted to attend negotiating sessions with City representatives, where such sessions are scheduled during working hours, without loss of pay.

**C. Bulletin Boards**

1. The Association may maintain two (2) bulletin boards to be used by members of the Association. Bulletin boards will be located at the assembly room and the lobby of the second floor.
2. These boards shall be used only for the following notices:
  - a. Recreation and Social Affairs of the Association
  - b. Association Meetings
  - c. Association Elections
  - d. Reports of Association Committees
  - e. Rulings or Policies of the State or National Association
  - f. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations
3. Notices or announcements shall not contain anything political, or anything reflecting on the City, any of its employees, or any labor organization among its employees.

4. Members of the Executive Board who are on duty shall be permitted to attend the two regularly scheduled board meetings each month, subject to emergency recall. The Association shall insure the immediate response capability of these Officers.

ARTICLE IV - MANAGEMENT DUTIES TO THE ASSOCIATION

- A. The City shall provide the following materials to every employee:
  1. A copy of special orders, general orders, training bulletins, and rules and regulations; and
  2. A copy of this agreement.
- B. The City shall not engage in the following practices:
  1. Interfere with, restrain, or coerce employees in the exercise of rights granted in this agreement.
  2. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization.
  3. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
  4. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this agreement; or because he has formed, joined or chosen to be represented by any employee organization.
  5. Discriminate against any employee protected under Title VII of the Civil Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this agreement.
- C. The City recognizes its responsibility to a consistent interpretation and application of Departmental Rules and Regulations, Special Directives and Administrative Orders which govern the conduct of employees on the job.

ARTICLE V - NON-DISCRIMINATION BY THE ASSOCIATION

- A. No action shall be taken by the Association or any employee in the bargaining unit which constitutes discrimination under Title VII of the Civil Rights Act. The provisions of this agreement shall be applied equally to all employees covered by the agreement.
- B. The Association shall not cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization; or discriminate against any employee because he or she has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this agreement.

ARTICLE VI - NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City. The City shall not lock out any employee.

ARTICLE VII - MANAGEMENT RIGHTS

- A. Subject to the terms of this agreement, the Association recognizes the management of the City of San Antonio and the direction of the Police Department are vested exclusively in the City, and nothing in this agreement is intended to circumscribe or modify the existing right of the City to operate and manage its affairs in all respects. The Association recognizes the City statutory and Charter rights to:
1. Direct and schedule the work of its employees to include the scheduling of overtime work in a manner most advantageous to the City. Employee work schedules shall not be changed solely to avoid or curtail overtime pay.
  2. Hire, promote, demote, transfer, assign and retain employees in positions within the City.
  3. Discharge employees for just cause.
  4. Maintain the efficiency of governmental operations.
  5. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State laws.
  6. Determine the methods, processes, means, and personnel by which operations are to be carried out.

7. Transfer any City operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any association, group, organization, union or labor organization whatsoever.
  8. Contract and subcontract when it is in the best interest of the City.
  9. Use security personnel, which include, but are not limited to, such job classifications incorporated within the Classification Manual as Airport Security Guard, Park Ranger, Lifeguard, School Crossing Guard, and Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.
  10. Use civilians in the Police Department to perform duties which do not require a commissioned Officer or the power of arrest. The scope of such duties include, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. Civilians performing such duties are not subject to the terms of this agreement.
  11. Establish classifications, job descriptions, and standards which provide the basis for recruiting and assignment. It is also understood that every duty connected with operations enumerated in job descriptions is not always specifically described. It is, nevertheless, intended that all duties relating to the present mission of the Police Department, as a public safety organization, shall be performed by the employees.
- B. Subject to review by the City Manager, the Chief shall have the exclusive right to:
1. Establish departmental rules and regulations.
  2. Transfer employees within the Department to accomplish the mission of the Department in the most efficient manner.
- C. Except as otherwise specifically provided in this agreement, the City, acting through the City Manager and the Police Chief, shall retain all rights and authority to which by law it is its responsibility to enforce.

ARTICLE VIII - MAINTENANCE OF STANDARDS

All standards, privileges, and working conditions enjoyed by the City of San Antonio Police Officers at the present time, which are not included in this agreement, shall remain unchanged for the duration of the agreement.

ARTICLE IX - LABOR RELATIONS COMMITTEE

The City and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor Relations Committee. The Labor Relations Committee shall discuss the working conditions of employees, including, but not necessarily limited to, safety and specifications for equipment, discipline, departmental policies and procedures, and other areas of common employee interest. The Committee shall recommend to the Police Chief changes in any of these working conditions where necessary, and the Chief shall communicate his decision to the Committee in writing. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Committee. The Labor Relations Committee shall consist of four (4) members who shall serve for the term of this agreement. The Association shall designate two (2) members, and the Police Chief shall designate two (2) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The Labor Relations Committee shall meet once per month at a time mutually agreeable to both parties and at such other times as mutually agreeable to both parties. The Chairmanship of the Committee shall rotate monthly; and, there shall be a written agenda of matters to be discussed. The Committee shall make its recommendations in writing to the Chief of Police with a copy to the City Manager. No matter within the jurisdiction of the Committee shall be discussed by the Association at a higher administrative level until it has been discussed by the Committee.

ARTICLE X - MAINTENANCE OF POLICE VEHICLES

The City shall insure that all Police vehicles assigned to Police Officers are in a safe condition and shall maintain a preventive maintenance program for Police vehicles. The Chief shall assign a supervisor to the vehicle maintenance shop for the purpose of inspecting the safety of Police vehicles. If, in the discretion of an employee, an assigned vehicle is not in safe condition said employee shall notify the supervisor assigned to the vehicle maintenance shop that the vehicle is not in a safe condition. The supervisor assigned to the vehicle maintenance shop shall make the decision as to

the safety of the Police vehicle. In the event that the supervisor assigned to the vehicle maintenance shop deems the Police vehicle to be in safe condition, and the employee disagrees with the supervisor's decision, said employee may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the employee's protest in writing.

#### ARTICLE XI - PROMOTIONS

An employee taking a promotional examination shall only be placed on a promotional eligibility list when said employee scores a minimum of seventy percent (70%) on the written examination. The City shall announce all reading materials to be covered in any written promotional examination no more than eighty (80) days and no less than sixty (60) days prior to said examination. Personnel evaluations shall not be considered in any promotional examination, except as a tie breaker consistent with the provisions of 1269M and the Rules and Regulations of the Firemen's and Policemen's Civil Service Commission. Vacancies to be filled by promotion and for which there is an eligibility list shall be filled within fifty (50) days of the occurrence of the vacancy.

#### ARTICLE XII - SENIORITY

- A. Seniority shall be defined as the length of service by an employee within his or her civil service classification. All other factors being equal, seniority is the determining factor in the assignment of relief days and vacation days and operates within a platoon or bureau.
- B. When an Officer transfers from one platoon or bureau to another, there shall be no bumping of a less senior Officer out of relief days or vacation days to which the less senior Officer has been assigned. However, when prime relief days become open, the incoming Officer may then exercise his/her seniority in bidding for the prime time. Vacation shall be handled in the same manner in that no Officer shall be denied vacation already scheduled; but during the next round of vacation assignments, the senior Officer chooses before the junior Officer. In the event of a simultaneous transfer, i.e., one Officer is moved out at the same time another Officer is moved in, the incoming Officer is not entitled to assume the relief days and vacation days of the outgoing Officer even though his seniority is greater than other Officers in the platoon or bureau; otherwise the incoming Officer is placed

in his respective position as to date of rank and bids with others as the next days and dates become available.

- C. "All other factors being equal" is intended to relate to the total performance of an Officer. In the event an Officer is denied prime time because of "unequal factors", it shall not be for an isolated instance of poor or substandard performance, but it may come about because of a consistent pattern of overall substandard performance.
- D. Time spent in the Armed Forces on military leave of absence and other authorized leaves and time lost because of duty connected disability shall be included in length of service. Seniority shall be lost upon resignation, retirement, or discharge of an employee.
- E. Seniority shall be a factor in promotions and layoff or recall consistent with State law and City ordinances and regulations. In the event of a tie in the seniority of two or more Officers, the Officer placing highest on the hiring or promotion list shall be the senior.

#### ARTICLE XIII - HOURS OF WORK

Employees who are not subject to shift work shall work eight consecutive hours except for interruptions for lunch periods. The work day shall conform to those hours set by the City Manager for the other City employees who work regular non-shift work. The hours presently prescribed are from 7:45 A.M. to 4:30 P.M. with forty-five minutes for lunch. The work schedule shall be an average forty-hour work week. All employees who are required to work shifts shall report for roll-call fifteen minutes prior to the beginning of the shift. The shift shall consist of eight consecutive hours within which time shall be included a thirty (30) minute lunch break. Five (5) full shifts constitute a work week.

City policy has for some time permitted two fifteen (15) minute coffee and/or rest breaks per day when they can be taken without a serious interference with the work at hand. Such breaks are normally taken mid-morning and mid-afternoon for employees working non-shift, and for shift workers at a comparable time during the shift. This policy shall continue to apply to the Police Force, however, the missing of any coffee and/or rest breaks because of the press of business shall not be grounds for overtime payment or for a grievance.

#### ARTICLE XIV - OFF-DUTY EMPLOYMENT

The existing policies for off-duty employment shall prevail.

ARTICLE XV - GRIEVANCE PROCEDURE

The City and the Association agree that disputes involving the interpretation, application or enforcement of a specific clause of this Collective Bargaining Agreement shall constitute a grievance under this procedure. (Disciplinary appeals are covered under another article of the agreement.) The City and the Association shall bear the expense of the arbitrator equally. The City shall bear the expense of any witnesses called by the City, and the Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally any other expenses incidental to an arbitration case. Grievances as defined above shall be settled in the following manner:

Step 1 - Any employee having a complaint which is felt to be an abridgment of this contract, or to conditions or relationships prohibited by the contract, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor is required to render a decision within three working days.

Step 2 - If the grievance is not resolved at Step 1, it shall be presented in writing to an intermediate supervisor. The intermediate supervisor is required to render a decision within five (5) working days. The employee shall have at this step, and every step thereafter, the right of representation by an Association representative.

Step 3 - If the grievance is not resolved at Step 2, it shall be presented to the Division Head in writing. If within five (5) working days the grievance has not been settled, it shall be submitted to Step 4.

Step 4 - If the grievance is not resolved at Step 3, the Association shall determine if a grievance exists. Said determination shall be made by an association grievance committee. The Chief shall appoint one (1) voting member to the committee

and may appoint two (2) more non-voting members to the committee. In the event that the grievance committee decides that a grievance exists, the Association, representing the aggrieved employee, shall proceed to Step 5. In the event that the grievance committee decides that no grievance exists, there shall be no further action taken under this procedure.

Step 5 - If a grievance does exist, it shall be presented in writing to the Chief for adjustment.

Step 6 - If the grievance has not been settled at Step 5, it shall be presented in writing to the City Manager.

Step 7 - If within five (5) business days the grievance has not been settled by the City Manager, it shall at the request of either party then be submitted to arbitration for adjustment. Since the City may also grieve against the Association, any grievance by the City against the Association will be filed directly with the President of the Association; and, if not settled within five (5) business days may be submitted to arbitration for adjustment.

Arbitration arising out of this agreement shall be handled according to the following procedure:

Within five (5) working days the City and the Association shall mutually agree upon an arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days after receipt of the list, the City and the Association shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The Expedited Labor Arbitration Rules attached to this agreement as Attachment 1, and incorporated herein, shall apply whenever a grievance under this grievance procedure is submitted to arbitration. The arbitrator's award is final and binding, except that the arbitrator shall not have the power to add to, modify, amend or delete any terms or provisions of this agreement.

#### ARTICLE XVI - WAGES

Wages shall be paid in accordance with the schedule outlined in Attachment 2, and incorporated herein.

ARTICLE XVII - DEATH IN FAMILY LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted three (3) working days off with pay. The immediate family shall be defined as the employee's mother, father, husband, wife, child, brother, sister, or other members of the immediate household. The mother-in-law and father-in-law of the employee are included.

ARTICLE XVIII - COURT AND CALL BACK PAY

- A. Off-duty court time and call back shall be paid at the rate of time and one-half with a three (3) hour minimum; paid at double time with a three hour minimum on vacation days. This provision applies to the following courts only:
1. Bexar County District Court
  2. Bexar County Courts-At-Law
  3. Bexar County Grand Jury
  4. Justice of the Peace Courts
  5. San Antonio Municipal Courts
  6. Civil Service Commission Hearing (when Officer is subpoenaed by the City)
- B. It is understood that the Chief is responsible to deliver subpoenas issued by Bexar County and District Courts at an appropriate time to insure that Officers are in court only when their presence is required. To accomplish the above, the Chief may place Officers on a stand-by not to exceed one (1) hour. The time is set at 10:00 A.M. to 11:00 A.M. Officers placed on stand-by shall be compensated as follows:
1. Stand-by, off-duty on regular work day or relief day is one hour compensation at time and one-half.
  2. Stand-by, off-duty on vacation day is double time.
- C. It is understood that the City of San Antonio is planning to initiate an arraignment court, docket court or some similar system which will result in Officers having to appear in Municipal Court only when an actual hearing is scheduled. If for some unforeseen reason the arraignment court is not activated, the Chief shall arrange court schedules to accomplish the most efficient utilization of both the Officer's and the court's time.

- D. When an Officer, on off-duty status, is required to be on stand-by for several days in succession on the same subpoena, compensation may be claimed for each successive day on stand-by at the applicable rate.
- E. Employees who are subpoenaed to testify outside the City of San Antonio are compensated by the State. If such State compensation is unduly delayed the Police Department shall advance the payment to the employee and shall recover the sum of the payment when it is forthcoming from the State. Should the day of court time occur on a day off, the employee shall be given a day of compensatory time in lieu thereof.

ARTICLE XIX - CLOTHING ALLOWANCE

Each Officer shall receive a clothing allowance of \$300 per year payable quarterly at \$75 per quarter on or before:

October 31, 1980  
 January 31, 1981  
 April 30, 1981  
 July 31, 1981

In addition, each new Officer shall receive an initial clothing allowance of \$245.

ARTICLE XX - HOLIDAYS

- A. In the event an employee works on Christmas Eve Day, Christmas Day, Thanksgiving Day or New Years Day, said employee shall be compensated at double time and one-half allocated as follows: A) One Day's Pay at Straight Time; B) One Day Off to be Taken as Compensatory Time; C) Four Hours to be Paid in Compensatory Time or Cash at the Discretion of the Officer at the Straight Time Rate. Employees who work on Easter Sunday will be compensated four (4) hours of compensatory time.
- B. No Officer covered by this contract shall lose any holidays, vacation, or compensatory time he or she accumulated during the duration of this contract, unless, after given written notice to take the holidays, vacation or compensatory time within a specified thirty (30) day period, the Officer fails to do so.

ARTICLE XXI - VACATIONS

The City shall provide employee vacation days on the basis of the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
1 - 15	15 Working Days
15 and Over	20 Working Days

Vacation days shall be accrued and credited as follows:

Officers having between 1-16 years of service shall accrue vacation at the rate of 1 1/4 days per month.

On the date an Officer completes 15 years of service and on each

Vacation days shall be accrued and credited as follows:

Officers having between 1-16 years of service shall accrue vacation at the rate of  $1\frac{1}{4}$  days per month.

On the date an Officer completes 15 years of service and on each anniversary date thereafter, he or she will be credited (on a lump sum basis) with five (5) additional days of vacation time.

Service shall be determined in accordance with existing policies.

#### ARTICLE XXII - OTHER LEAVE POLICIES

All other leave policies in effect at the beginning of the contract year shall remain in effect for the duration of the contract. The compensatory time policy outlined in the Chief's memorandum of October 15, 1976, shall remain unchanged during the life of this contract.

#### ARTICLE XXIII - LENGTH OF SERVICE

- A. The purpose of this Article is to permit evaluation of the performance of an employee with thirty or more years of service. It is the intent of this Article to allow employees with thirty or more years of service to continue said service where they have in the past, and do presently satisfy the standards of employment established by the Police Department.
- B. The length of service for all employees shall be set at thirty (30) years. "Years" shall be defined as that time in the Police Pension Plan.
- C. The Chief shall, after an employee's thirtieth year of service, review said employee's performance, and may continue the employee's service for a period of not less than one year.
- D. In the event that the Chief is not satisfied with the performance of an employee under this Article, the Chief shall appoint a Review Board composed of sworn Police Officers to evaluate the employee's performance and recommend retention or non-retention. The Review Board shall take the following criteria into consideration:
1. Quality of Work History
  2. Degree of Responsibility
  3. Past Contributions
  4. Record of Achievements
  5. Presence or Absence of Past Disciplinary Actions

- E. In the event that the Review Board recommends the employee not be retained, the employee may file a grievance under the grievance procedure in this agreement. If the grievance proceeds to Step 6, the arbitrator shall decide whether or not the Review Board properly applied the criteria in Section D above.

ARTICLE XXIV - PROBATIONARY PERIOD

- A. There shall be a six (6) month probationary period for all civil service promotional ranks. During the promotional probationary period, an employee may be demoted by the Chief to the rank from which he was promoted on the basis of the employee's inefficiency, incompetency, or inability to supervise.
- B. In the event that an employee is demoted under Section A above, said employee may file a grievance pursuant to the grievance procedure in this agreement. If the grievance proceeds to Step 6 of the grievance procedure, the employee shall only raise to the arbitrator the issue of whether or not the employee was demoted for some reason other than inefficiency, incompetency, or inability to supervise. The burden of proof shall be on the employee to demonstrate that the demotion was for some reason other than incompetency, or inability to supervise. In the event that the arbitrator rules that the demotion was for some reason other than incompetency, inefficiency, or inability to supervise, the arbitrator shall rescind the demotion and restore the employee to the promotional rank from which the employee was demoted.
- C. Upon demotion while holding a probationary promotion, an employee shall resume the competitive rank from which appointed and the salary shall be in accordance with said competitive rank with service time credited as continuous time in that competitive rank and with all salary increases to which the employee would have been automatically entitled had the employee continuously remained in said competitive rank.
- D. A Police Officer (probationary) shall serve a six (6) months probationary period and upon successful completion thereof, shall be entitled to reclassification to class number 0600 Police Officer. This reclassification entitles the employee to all benefits and emoluments previously accruing to the newly acquired Police Officer classification; except that for one hundred eighty (180) additional days the employee shall serve an apprenticeship. During the apprenticeship period the Police Officer may be discharged at the discretion of the Chief without appeal to the Commission and not subject to any grievance procedure whatever in the same manner as applies to the Police Officer (probationary).

ARTICLE XXV - DISCIPLINARY ACTIONS

- A. The Chief shall have authority to demote, temporarily suspend not to exceed thirty working days, or indefinitely suspend any employee for the causes set forth in the Rules and Regulations of the Civil Service Commission for Firemen and Policemen of the City. The employee may appeal such actions as provided herein.
- B. Prior to any such disciplinary action, the employee shall be given notice of contemplated disciplinary action, stating the action or actions contemplated and the reasons therefor, and notifying the employee that he may rebut the charges to the Chief, either orally or in writing, within a reasonable time.
- C. After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend or indefinitely suspend an employee by personal service on the employee of a written statement of charges. If the Chief should be unable to secure personal service after due diligence, service may be made by placing it in the mail addressed to the employee's last known address along with delivery of the statement to the Association, and proof of such service shall be sufficient to support any disciplinary action.

A copy of such statement shall be promptly filed with the Personnel Director of the City.

The written statement shall point out the particular rule or rules alleged to have been violated by the employee and the specific act or acts alleged to be in violation. Said statement shall inform the employee that he has ten (10) days after receipt thereof to file a written appeal with the Personnel Director. If alternate service is had as provided herein, the employee shall have ten (10) days from service upon the Association.

Appeal from demotion, suspension or indefinite suspension shall be decided either by one arbitrator, selected according to this contract or by the Firemen's and Policemen's Civil Service Commission, at the option of the Officer.

- D. Upon receiving an appeal from an employee, the Personnel Director shall act immediately to notify the Association, the Chief and the City Manager of the appeal. If the appeal is for arbitration, the employee and the Chief (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten days after the appeal is filed, the Director shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The Parties may mutually agree on one of the seven neutrals. If they do not so agree, the Parties shall alternately strike the names on the list within five working days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be

immediately notified of his selection.

E. The hearing shall be commenced, but need not be completed, within thirty days of the arbitrator's selection. Delay in commencement of the hearing within thirty days may occur due to unavoidable conflicts with the arbitrator's schedule, or by mutual agreement of parties and for no other reason. If the arbitrator selected cannot commence the hearing within sixty days from his selection, and if the parties cannot agree upon a substitute within one day of so learning, another arbitrator shall be selected from a new list of seven names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make an award within thirty days of the close of evidence in standard arbitration hearings, and within five days of the close of evidence in expedited arbitration hearings. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven days of the close of evidence at the hearing.

A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.

The award of the arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the discipline imposed is upheld, or whether some lesser discipline is substituted.

F. The following rules shall govern the conduct of arbitration hearings under this section, and of certain preliminary matters:

- (1) Upon request of either party addressed to the opposing party at least 2 days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. In the absence of good or excusable cause the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness, the arbitrator may exclude the testimony.

- (2) The arbitrator shall have the power to subpoena witnesses. Where the subpoena request is not opposed by a party, the City Personnel Director shall issue the subpoena in the name of the arbitrator, and such issuance shall be considered the act of arbitrator. If the subpoena is opposed, the moving party shall apply to the arbitrator for issuance of the subpoena.
  - (3) In all hearings under this section, the City shall prove its case by a preponderance of the evidence.
  - (4) The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three days of the request, the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as is appropriate to the nature of the case, subject to rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within the three days prior to the hearing.
  - (5) All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
  - (6) Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- G. The arbitrator shall have all powers vested in the Commission under Article 1269m, V.A.C.S., and the Commission Rules, with respect to suspensions, terminations, and demotions, except the power to amend such rules.
- H. Any notice or statement required to be filed by the Chief of Police or the employee in a disciplinary proceeding under Article 1269m, under Commission Rules, or under this contract, shall be filed with the Director of Personnel of the City.
- I. Hearings conducted by the Firemen's and Policemen's Civil Service Commission shall be in accordance with Article 1269m, V.A.C.S.

- J. With respect to indefinite suspensions, temporary suspensions, and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Article 1269m to appeal the Commission's decision, and no greater right.
- K. Unless otherwise provided in this contract, in cases of conflict, the provisions of this contract will control over Article 1269m, Civil Service Commission Rules, and American Arbitration Association Rules; and Article 1269m and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association rules.
- L. A probationary employee may be discharged at the discretion of the Chief, without appeal to arbitration, to the Commission, or to any court, at any time during the twelve-month period subsequent to being commissioned as a Police Officer.
- M. Notwithstanding any other provision of this contract, the Chief shall have authority to temporarily suspend an employee for period of not less than 30 nor more than 90 working days, where the employee agrees to the suspension in writing. The employee shall have no right to appeal such agreed suspension, and no administrative or judicial body shall have power to review such a suspension or alter the terms of the agreement.
- N. Any deadline or time restrictions set out in this contract with respect to disciplinary proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadlines and time restrictions provided by the contract.

ARTICLE XXVI - INTERNAL SECURITY INTERVIEW PROCEDURE

- A. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise.
- B. The interview shall take place at a location designated by the investigating Officer, usually at the Headquarters Police Station.

- C. The employee shall be informed of the rank, name and command of the Officer in charge of the investigation, and the identity of all persons present during the interrogation. If an employee is directed to leave his post and report for interrogation to another command, his command shall be promptly notified of his whereabouts.
- D. The employee shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the employee of the allegations shall be provided.
- E. The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- F. The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating Officer from informing the employee that his conduct can become the subject to disciplinary action resulting in disciplinary punishment.
- G. In all cases where an employee is to be interviewed concerning an alleged act which, if proven, may result in his dismissal from the service, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association before being interrogated. An attorney of his own choosing and/or a representative of the Association may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
- H. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.
- I. The employee shall be given an exact copy of any written statement he may execute.
- J. The refusal by an employee to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
- K. An employee shall have the right to have the interview tape recorded provided the employee furnishes the tape and the recorder. The tapes shall remain in the custody of the Police Department but shall be available for review by the employee or his

designated representative in the event the interview may result in disciplinary action, or a grievance.

#### ARTICLE XXVII - INSURANCE

The City shall provide all Officers who qualify and who are in the bargaining unit with Family Medical Insurance and shall pay the full cost of said insurance. The insurance shall be the same group policy covering other City employees. The coverage shall be effective August 1, 1979 for Officers presently covered, and as soon thereafter as the rules and regulations of the insurance carrier permit for those Officers who qualify but are not presently covered and who desire coverage. Insurance specifications shall not be reduced during the life of this contract, however, the City reserves the right to change carriers at its discretion.

Insurance benefits to be increased August 1, 1979 include: Basic room rate to become \$55.00; Major Medical Room Rate \$70.00; Major Medical Lifetime \$500,000; and, Life Insurance equal to 12 months base rate salary.

#### ARTICLE XXVIII - CERTIFICATION PAY

As of the effective date of this contract, Officers who hold the intermediate certificate and the advanced certificate shall receive certification pay. The rate shall be five (5) dollars per month for the intermediate certificate or ten (10) dollars per month for the advanced certificate. Payment shall be made quarterly at the same time as the clothing allowance is paid.

Officers qualifying after the effective date of this contract are not covered by this Article.

#### ARTICLE XXIX - LAW ENFORCEMENT RELATED COURSES

The following list of college courses are taught locally. Listed courses numbered one and two are included in curriculum of the San Antonio Police Department Cadet training. Probationary Officers will be required to successfully complete one other listed course before completing probation. Probationary Officers not successfully completing the requirement of three law enforcement courses before the end of their probationary period will be terminated. College course list:

1. Community Relations
2. Criminal Investigation
3. Legal Aspects
4. Local Government Police Management
5. Criminal Procedure
6. Juvenile Delinquency
7. Traffic
8. Supervision
9. Introduction of Law Enforcement
10. Penology
11. Conversational Spanish

ARTICLE XXX - SAVINGS CLAUSE

Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE XXXI - CLOSING STATEMENTS

Section 1 - Stability of Agreement

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the employees to insist in any one or more instance, upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees to such future performance shall continue in full force and effect.

Section 2 - Civil Service

In the event that any provision of this agreement conflicts or is inconsistent with any provision of Article 1269m, Revised Civil Statutes of Texas, this agreement shall prevail notwithstanding any such provision of Article 1269m.

Section 3 - Full and Final Scope of the Agreement

The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Subject to the Maintenance of Standards Clause (Article VIII), it is agreed that the employer shall not be subject to provide additional wages,

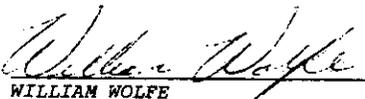
compensation, or emoluments of any kind beyond that which is specified in this contract; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this contract, the compensation or emolument levied against the City shall be waived and disclaimed in toto. It is additionally agreed that except as specifically modified by this agreement, benefits and emoluments provided Police Officers by State legislation shall remain in effect throughout the term of the agreement, notwithstanding the fact that during the life of the contract legislation may become effective which would negate certain benefits or emoluments. An exception which is modified by this agreement is the legislative action taken by the 65th Texas Legislature amending Article 1269m, Section 26B. The amendment becomes effective September 1, 1977 and it is the intent of this agreement that the provisions of the amendment apply to San Antonio Police Officers.

Signed this 1 day of AUGUST, 1979

  
WILLIAM WOLFE  
Negotiator

  
CLAUDE C. MC RAVEN  
City Chief Negotiator

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1979

  
WILLIAM WOLFE  
President, San Antonio Police  
Officers' Association

  
THOMAS E. HUEBNER  
City Manager  
City of San Antonio

ATTACHMENT NO. 1

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - These Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.
2. Appointment of Neutral Arbitrator - As agreed to in the basic contract.
3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
4. Qualifications of Neutral Arbitrator - No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator or communicate the information to the parties.
5. Vacancy - The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.
6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. Representation by Counsel - Any party may be represented at the hearing by counsel or other representative.
8. Attendance at Hearings - Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses. The arbitrator shall determine whether any other person may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The arbitrator may require witnesses to testify under oath.
11. No Stenographic Record - There shall be no stenographic record of the proceedings.
12. Proceedings - The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing within five days.
13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
14. Evidence - The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

EXPEDITED LABOR ARBITRATION RULES, CONTINUED

15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
16. Close of Hearings - The arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an Award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these Rules.
19. Time of Award - The Award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five business days from the date of the closing of the hearing.
20. Form of Award - The Award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
21. Delivery of Award to Parties - Parties shall accept as legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law.
22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. Interpretation and Application of Rules - The arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. All other Rules shall be interpreted and applied by the AAA, as Administrator.

ATTACHMENT NO. 2

WAGES

A. Wage scales for the duration of this contract are as follows:

<u>CLASS</u> <u>NO.</u>	<u>TITLE</u>	<u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	916		
600	Police Officer	307	1054	1270	1343
603	Police Detective-Investigator	311	1452		
604	Police Sergeant	315	1669		
605	Police Lieutenant	321	1877		
606	Police Captain	325	2157		
608	Police Inspector	329	2478		

B. These wage scales become effective the first pay period on or after August 1, 1979.

