

THE CITY OF SAN ANTONIO, TEXAS

AND

THE SAN ANTONIO PARK POLICE OFFICERS' ASSOCIATION

MEET AND CONFER

AGREEMENT

OCTOBER 1, 2013

TO

SEPTEMBER 30, 2015

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1 – Definitions

ARTICLE 2 – Effective Date and Term

ARTICLE 3 – General Contractual Provisions

3.1 Beneficiaries

3.2 Effect on Employee-Management Committee

3.3 Discretionary Powers

3.4 Scope and Preemption

ARTICLE 4 – Wages and Benefits

4.1 Pay Plan

4.2 COLA

4.3 Protection of Pay

4.4 Hours of Work

4.5 Non-Exempt

4.6 Honorably Retired Officers

4.7 K9 Officers

ARTICLE 5 – Certification Pay

ARTICLE 6 – Administrative Discipline

6.1 Administrative Reassignment in Lieu of Suspension Without Pay

6.2 Disciplinary Action

6.3 Officer Bill of Rights

ARTICLE 7 – Line of Duty Illness or Injury Leave of Absence

7.1 Leave of Absence

7.2 Duration

7.3 Benefit

7.4 Return to Duty

7.5 Review by the Chief

ARTICLE 8 – Court Pay

ARTICLE 9 – Uniform Clothing: Issuance and Maintenance Allowance

ARTICLE 10 – Reduction in Force

ARTICLE 11 – Severability

ARTICLE 12 – Law Applicable

MEET & CONFER AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas home-rule municipal corporation (“City”), acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2013 and the San Antonio Park Police Officers’ Association (“Association”), both of which may be referred to herein collectively as the “Parties.”

WHEREAS, Senate Bill 772 amended Chapter 142 of the Texas Local Government Code, Subchapter B, to allow municipal police officers who are not covered by collective bargaining to seek the right to meet and confer about the terms and conditions of their employment; and

WHEREAS, the law, as amended by Senate Bill 772, took effect September 1, 2007; and

WHEREAS, pursuant to this state law, the meet and confer process was required to be initiated by presentation of a petition from a police officers’ association, signed by the majority of all police officers, with certain exceptions, that requests recognition of the association as the sole and exclusive bargaining agent for all covered police officers employed by the municipality; and

WHEREAS, the process was initiated on September 5, 2007, when such a petition was submitted to the City Council of the City of San Antonio, by the San Antonio Park Police Officers’ Association, seeking recognition as the sole and exclusive bargaining agent for all covered police officers; and

WHEREAS, the City of San Antonio granted recognition of the San Antonio Park Police Officers’ Association by vote of the San Antonio City Council on October 4, 2007, without holding an election by the voters of the City of San Antonio; and

WHEREAS, the City of San Antonio and the San Antonio Park Police Officers’ Association engaged in meet and confer deliberations, and reached an agreement on the terms set forth in this agreement; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

ARTICLE 1
DEFINITIONS

1.1 "Police officer," "officer," or "peace officer" means:

- (a) a full-time employee of the City of San Antonio,
- (b) who is required as a condition of such employment to be commissioned by the Texas Commission on Law Enforcement Officer Standards and Education,
- (c) is not covered by a collective bargaining agreement adopted under Chapter 174 of the Texas Local Government Code,
- (d) is not employed as an officer of the San Antonio Police Department,
- (e) is not governed by Chapter 143 of the Texas Local Government Code, and
- (f) is not a Department's Chief or Captain.

1.2 A "law-enforcement function" is an activity entrusted by law to persons identified in Article 2.12 of the Texas Code Criminal Procedure, and should be considered co-extensive with any of the duties set forth in Article 2.13 of the Texas Code of Criminal Procedure and activities directly related to the performance of those duties. A "law-enforcement function" accomplishes an identifiable Article 2.13 duty or power; it is not an activity done to qualify, enable, or make an officer ready to perform such duty or power should the need to do so arise in the future. "Law enforcement function" includes patrolling. For officers whose assigned duties include providing law-enforcement training to other officers, "law-enforcement function" includes the provision of such training.

1.3 "Base pay" means an officer's pay exclusive of any and all incentives, enhancements, and/or additions. For instance, an employee's annual "base pay" under the City of San Antonio Step Pay Plan is the amount stated in the table entry corresponding to the employee's grade and step. Incentives, enhancements, and/or additions include, but are not limited to, incentive pay, certification pay, shift differential, and/or any other pay that increases an officer's compensation above base pay.

1.4 "Regular hourly rate of pay" means the hourly pay rate used to calculate overtime owed, if any, under the Fair Labor Standards Act, for the seven-day work period during which the overtime was worked.

1.5 "Work period" means a regularly repeating seven-day period beginning at 12:00 a.m. each Saturday and ending the instant before the next work period begins.

1.6 "Chief" is the person holding the office of the Chief of an officer's Department, or, if an officer does not serve under the Chief, the Director of the municipal department for which the officer works.

1.7 "Association" means the San Antonio Park Police Officers' Association as the sole and exclusive bargaining agent for all officers.

ARTICLE 2

EFFECTIVE DATE AND TERM

This Agreement shall take effect on: (1) the date on which it is ratified by the Association by conducting a secret ballot election at which the majority of the police officers to be covered by the Agreement vote in favor of ratifying this Agreement, or (2) the effective date of the ordinance approving this Agreement by majority vote of the City Council of the City, whichever is later, and shall remain in effect until September 30, 2015. The provisions of this Agreement are effective only during the term of the agreement and dissolve upon its expiration.

ARTICLE 3

GENERAL CONTRACTUAL PROVISIONS

3.1 Beneficiaries: The terms and conditions of this Agreement shall benefit only a "police officer," "officer," or "peace officer," as those terms are defined herein.

3.2 Effect on Employee-Management Committee: The Association acknowledges and agrees that the Employment-Management Committee process provided for in Ordinance No. 99630 has been superseded by a Meet and Confer process for all officers represented by the Association. In lieu of that Committee process, the City agrees to meet with the Association at least twice per fiscal year in order to seek input into administrative directives or other policies and procedures affecting the covered officers. These meetings will be of an informal nature and are not intended to be an extension of the Meet and Confer process, nor affect the local control of the City over wages, hours and other conditions of employment of its employees. The Association shall continue to have a seat at Employment-Management Committee meetings, but shall be excluded from discussion on matters to which the Meet and Confer process applies, as determined by the City's Director of Human Resources.

3.3 Discretionary Powers: Authority and/or discretion granted by this Agreement to the Chief may be exercised by a person designated by the Chief.

3.4 Scope and Preemption: During its term and to the extent of any conflict, this Agreement preempts all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the law enforcement agency or municipality or by a division or agent of the municipality, such as a personnel board or a civil service commission. All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department concerning matters addressed in Articles 4, 5, 8, and 9 which require more or less of, or place qualitatively different obligations on the City and/or an officer than provided in Articles 4, 5, 8 and 9, are inconsistent with those Articles and are hereby superseded while those Articles are effective under this Agreement. Officers are not entitled to any employment benefits, conditions, protections, or privileges provided for in Chapter 143 of the Texas Local Government Code. No collective bargaining agreement, or part thereof, between the City and the San Antonio Police Officers Association

applies to or covers officers. Officers are not eligible to participate in or benefit from the health insurance plan provided to San Antonio Police Department officers. Officers are not eligible to participate in or benefit from the Fire and Police Retiree Health Care Fund. Officers are not eligible to take promotional examinations for SAPD classifications, including but not limited to Detective/Investigator, Sergeant, Lieutenant, or Captain.

ARTICLE 4

WAGES AND BENEFITS

4.1 Pay Plan: The City's Step Pay Plan has been fully implemented for all officers covered by this Agreement.

4.2 COLA: Officers will receive the Council approved Cost of living Adjustment ("COLA") for Fiscal Year 2014 and Fiscal Year 2015. Pay Plan steps applicable to the City's workforce, added to the Pay Plan or created by City Council, which become effective during the term of this Agreement shall apply to officers as they apply to the balance of the workforce.

4.3 Protection of Pay: An officer who leaves service as an officer covered by this Agreement in order to enter the San Antonio Police Department Academy shall be paid the greater of the officer's Pay Plan pay, fixed as of the date the officer leaves service as an officer covered by this Agreement, or full pay as a San Antonio Police Department Cadet or San Antonio Police Department Officer, for 18 months after leaving service as an officer covered by this Agreement, so long as the officer remains in continuous service as a San Antonio Police Department Cadet or San Antonio Police Department Officer.

4.4 Hours of Work: All Officers shall be paid overtime for hours, or parts thereof, worked in excess of 40 in a work period. The overtime rate shall be calculated under the Fair Standards Act (FLSA) overtime computation principles, notwithstanding that the FLSA does not require payment for overtime until an officer has worked 43 hours in a pay period.

4.5 Non-Exempt: Park police lieutenants and airport police lieutenants shall be considered non-exempt employees.

4.6 Honorably Retired Officers: Each officer who honorably retires after 20 years (or more) service as a law enforcement officer licensed in the State of Texas, at least 15 of which have been served as an officer who meets the definition in Section 1.1, above, shall be given his or her service handgun and badge at no charge and reasonable access to the firing range used by the officer's Department.

4.7 K9 Officers: The pay and working conditions for Airport Police K9 officers in San Antonio Airport Police Standard Operating Procedures Field Operations, Procedure 916(A), shall remain in effect during the term of this Agreement.

ARTICLE 5

CERTIFICATION PAY

All officers who attain certification by the Texas Commission on Law Enforcement shall receive monthly certification pay corresponding to the officer's certification level, in the following amount:

	Current Certification Pay
Basic Peace Officer	\$50.00
Intermediate Peace Officer	\$75.00
Advanced Peace Officer	\$125.00
Master Peace Officer	\$175

ARTICLE 6

ADMINISTRATIVE DISCIPLINE

6.1 Administrative Reassignment in Lieu of Suspension Without Pay:

(a) If a peace officer is arrested or indicted for a felony or charged with a Class A or B misdemeanor, the Chief or the Chief's designee may temporarily reassign the officer to administrative duty. The officer shall be notified in writing of the reassignment.

(b) Officers who have been reassigned under this Article are prohibited from riding in any marked police vehicle or performing any job task that requires him/her to exercise arrest authority. This reassignment is in no way intended to reflect an opinion on the merits of the arrest or indictment or complaint.

(c) Conviction of a felony constitutes grounds for immediate termination. Conviction of a Class A or B misdemeanor constitutes grounds for discipline up to and including termination, within the sole discretion of the Chief.

6.2 Disciplinary Action:

(a) Officers are subject to disciplinary procedures in the General Manual or Police and Procedure Manual governing their department.

(b) Each officer who receives notice of proposed or contemplated-discipline consisting of suspension without pay or termination shall be afforded an in-person meeting with the Chief, in which the officer is provided a reasonable opportunity to offer argument of mitigation or innocence of the charges and may be represented by counsel, if the officer provides written notice to the Chief's office within five (5) business days (Saturdays, Sundays and City holidays are not business days) of the officer's receipt of the notice of proposed or contemplated

discipline. The Chief will provide the officer at least two opportunities for the in-person meeting, during the Chief's regular business hours, to occur in the ten business days following notice by the officer. No officer who has timely provided notice under this article may be assessed suspension without pay or termination unless the officer has been offered the in-person meeting with the Chief in compliance with this provision.

6.3 Officer Bill of Rights:

1. Counsel.

- (a) Officers are entitled to representation by counsel during the disciplinary appeal process.
- (b) Officers are entitled to representation by counsel during the pre-disciplinary meeting with the Chief, as provided in Section 6.2 (b).
- (c) An officer who is the subject of an administrative investigation that may result in suspension or termination may have counsel present during the interview, but counsel may not participate in the interview except to assert any rights afforded to the officer, and only in a manner which does not impair the ability of the investigator to conduct the interview and obtain information directly from the officer. Delay of an investigative interview, including delay due to the unavailability of counsel, impairs the ability of the investigator to conduct the interview and obtain information directly from the officer. However, if the investigator determines that his ability to conduct the interview is impaired due to the unavailability of counsel, the investigator shall notify and obtain the approval of his or her supervisor prior to continuing the investigative interview outside the presence of the officer's counsel. If, during the course of the interview, the investigator determines the officer's counsel is disrupting and impeding the interview, the investigator may exclude counsel from the remainder of the interview.

2. Use of Information Obtained from Subject of Internal Administrative Investigation. An officer who is the subject of an internal administrative investigation that may result in suspension or termination may be ordered to provide responsive information as part of the investigation. The responsive information provided by the officer shall be subject to the privileges against use in a criminal proceeding set forth in *Garrity*.

3. Statement by Officer under Investigation. An officer who is the subject of an internal administrative investigation that may result in suspension or termination and who provides a written statement may obtain a copy of the written statement. If the officer gives an oral statement in the course of such an investigation, and if the oral statement is recorded or transcribed, the officer may obtain a copy of the statement.

4. Complaints Against Officers. The provisions of the Texas Government Code, Title 6, Chapter 614, Subchapter B, regarding complaints against officers, apply to officers covered by this Agreement. In addition, an officer who is the subject of an internal administrative investigation that may result in suspension or termination shall be informed of the general nature of any alleged misconduct and the policy and/or procedures that are alleged to have been violated prior to being interrogated or asked to otherwise respond as part of the investigation.

5. **Polygraph Examinations.** The provisions of the Texas Government Code, Title 6, Chapter 614, Subchapter E, regarding polygraph examinations, apply to officers covered by this Agreement.

ARTICLE 7

LINE OF DUTY ILLNESS OR INJURY LEAVE OF ABSENCE

7.1 Leave of Absence: The City shall provide a leave of absence to a peace officer who incurs or sustains a illness or injury while performing a law-enforcement function for the City of San Antonio. This leave of absence shall not be available to a peace officer who suffers employment-related injuries or illnesses that do not occur while performing a law-enforcement function.

7.2 Duration:

(a) The leave of absence shall be for a period commensurate with the nature of the qualifying illness or injury and shall terminate when the peace officer is first able to return to work, either in full or modified-duty status.

(b) No officer is entitled to leave under this Article after the first anniversary of the date of the qualifying injury or illness. On-duty exacerbations or aggravations of qualifying illnesses or injuries shall be treated as if sustained on the date of the original qualifying illness or injury.

7.3 Benefit:

(a) During the leave of absence, the officer is entitled to receive as weekly pay the difference between (i) the officer's worker's compensation weekly income benefit and (ii) the base pay the officer would have received for a 40-hour workweek.

(b) When a benefit is due under part (a) of this section for less than a full week of leave, the peace officer shall be paid in the same ratio as the number of hours of leave of absence taken by the officer in the corresponding week bears to 40 hours.

(c) A benefit due under this article shall commence to be paid within three weeks of the date that the third party administrator for worker's compensation notifies the City that this injury qualifies as a work related injury.

7.4 Return to Duty: After returning from a leave of absence under this Article, a peace officer shall resume the same or equivalent duties held by the officer before the leave commenced. However, nothing in this section shall be construed to entitle any reinstated employee to any right, benefit or position of employment other than any right, benefit, or position to which the employee would have been entitled had the leave not been taken.

7.5 Review by the Chief: The Chief may review whether circumstances surrounding an injury sustained on patrol or during training were incurred while performing a law-enforcement function for the City of San Antonio.

ARTICLE 8
COURT PAY

8.1 When the City requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7 during hours when the officer is not regularly scheduled to be on duty, the City shall credit the officer a minimum of three (3) hours of work or the actual time spent by the officer in compulsory attendance at the proceeding, whichever is greater.

8.2 The City shall credit an officer for actual time spent appearing live at a hearing before the City of San Antonio's Civil Service Commission, or participating, at the request of the City or the prosecuting authority in a criminal prosecution, in a telephone hearing before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty.

8.3 Hours credited under this Article shall be paid at the officer's regular hourly rate of pay, unless the total number of hours worked and credited to the officer during the work period exceeds 40, in which case all hours over 40 shall be paid at 1.5 times the officer's regular hourly rate of pay.

8.4 The Chief of an officer's department may elect to credit the officer with compensatory time in lieu of payment, in conformity with Section VII of Administrative Directive 4.48. Compensatory time credits shall be awarded hour-for-hour unless the total number of hours worked or credited to the officer during the work period exceeds 40, in which case 1.5 hours of compensatory time shall be credited for each hour exceeding 40.

8.5 This Article shall not obligate the City to pay or credit compensatory time to an officer (a) called or subpoenaed to testify in any proceeding unrelated to matters observed or occurring in the course and scope of the officer's employment for the City, or (b) called or subpoenaed to testify by a person who is not the City or the prosecuting authority in the proceeding to which the officer was subpoenaed.

8.6 The Chief is vested with discretion to credit an officer with compensatory time for travel to and from a proceeding for which the officer is entitled to credit under this Article if the proceeding is outside Bexar County. It is intended that this discretion should be liberally exercised in favor of the officer. Compensatory time under this Article shall be credited in the manner described in the second sentence of Section 8.4.

8.7 List of applicable venues:

- (a) Federal and State District Courts, including pre-trial conferences with the prosecuting authority
- (b) County Courts at Law
- (c) Grand Juries
- (d) Justice of the Peace Courts
- (e) Municipal Courts

- (f) Hearings of the Texas Alcoholic Beverage Commission
- (g) Administrative License Revocation Hearings
- (h) Pardon and Parole Hearings

8.8 When the City or the prosecuting authority in a criminal prosecution places an officer on standby to be available to appear and give testimony at a proceeding before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty, and the officer is not summoned to physically appear at the venue, the officer shall be credited with one (1) hour of work. An officer who receives a credit under any other section of this Article is ineligible to receive a credit under this section for the same day.

8.9 Stacking and Multiple Appearances.

(a) This Article shall be construed to prevent stacking or doubling of time credits. Therefore, whenever an officer is required to appear at more than one proceeding under conditions described in section 8.1 of this Article, and the officer's initial reporting times at each proceeding fall within a three hour time-span, the total time credited to the officer shall be computed as if the officer had appeared at only one proceeding. The time credit shall be calculated by counting all hours spent in compulsory attendance between the officer's earliest reporting time and the officer's final dismissal from any of the proceedings.

(b) Notwithstanding section 8.9(a), an officer may receive two separate credits under this Article when:

- i) the officer attends a proceeding under conditions described in section 8.1 of this Article,
- ii) is required to attend a second proceeding under conditions described in section 8.1 of this Article, and
- iii) the officer's initial reporting time for the second proceeding is more than three hours later than the time the officer is required to report for the first proceeding.

(c) Under no circumstance shall an officer receive credit under this Article for more than:

- i) six (6) hours, or
- ii) the actual time spent in compulsory attendance between the officer's earliest reporting time and the officer's final release from any and all of the proceedings at which the officer is required to appear on a single day, whichever is greater.

8.10 An officer is not regularly scheduled to be on duty if:

- (a) the City of San Antonio requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7,
- (b) the officer is scheduled to be on leave at the time of the proceeding, and

(c) the officer had requested the leave before receiving notice, in any form, of the date and time the officer's compulsory attendance at the proceeding would be required.

8.11 All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

ARTICLE 9

UNIFORM CLOTHING: ISSUANCE AND MAINTENANCE ALLOWANCE

9.1 The City shall provide the following uniforms and equipment to each newly hired officer:

- (a) Five (5) regulation uniform shirts with official, regulation insignia. The officer may choose how many of the shirts have long and/or short sleeves;
- (b) Five (5) regulation uniform trousers;
- (c) One (1) regulation uniform jacket with official, regulation insignia;
- (d) One (1) set of regulation uniform rainwear;
- (e) One (1) regulation uniform hat, including hat band, strap and hat badge;
- (f) One (1) leather equipment-and-accessory belt of the type required to be worn by officers of the officer's Department, and;
- (g) One (1) set of leather accessories of the type required to be worn by officers of the officer's department.
- (h) One (1) National Institute of Justice ("NIJ"), U.S. Department of Justice compliant ballistic vest less than five (5) years old.

9.2 Except as set forth in Section 9.3, each officer shall maintain, repair, and replace his or her uniforms, equipment, and accessories. When an officer purchases replacement uniform shirts, the City shall provide official, regulation insignia. In order to ensure that each officer satisfies this obligation, each eligible officer shall be paid a quarterly allowance of \$210.00 at the beginning of each quarter of the fiscal year that begins October 1, 2013, and \$320 at the beginning of each quarter of the fiscal year that begins October 1, 2014. An officer is eligible for the quarterly allowance on the earlier of 1) the officer's first anniversary of law-enforcement employment with the City, or 2) the first anniversary of the date the items specified in Section 9.1 are furnished.

9.3 The City shall repair or replace an officer's damaged or destroyed uniforms, equipment, and/or accessories, of the type described in Paragraph 9.1, if the Chief determines that the damage or destruction warrants replacement and occurred while the officer performed duties required by the officer's employment with the City of San Antonio. This provision is intended to be the exception rather than the rule. The City shall not be required to repair or replace uniforms, equipment, and/or accessories damaged or destroyed by age or normal wear and tear. The Chief's

determination in this respect is final and binding, subject only to appeal to the Director of Human Resources, whose decision in this respect is not subject to further review.

9.4 An officer, upon separation from law-enforcement employment with the City, shall surrender all of his or her uniforms and equipment of the type described in section 9.1 of this Article to the Chief.

9.5 This Article does not apply to or affect the City's or a Department's policies and practices concerning weapons, which are not part of an officer's uniform clothing.

9.6 All regulations, standard operating procedures, general manual provisions, administrative directives, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

ARTICLE 10

REDUCTION IN FORCE

For purposes of applying Rule XIX, § 1.b. of the Municipal Civil Service Rules of the City of San Antonio to officers, "longevity" means the length of the officer's continuous service as a full-time sworn law enforcement officer who would be covered by this Agreement.

ARTICLE 11

SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

ARTICLE 12

LAW APPLICABLE

12.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

12.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

CITY OF SAN ANTONIO

Erik J. Walsh
(Signature)

Printed
Name: Erik J. Walsh

Title: Deputy City Manager

Date: 9/30/13

Approved as to Form:
[Signature]
City Attorney

SAN ANTONIO PARK POLICE
OFFICERS' ASSOCIATION

Brady L. Wise
(Signature)

Printed
Name: BRADY LEE WISE

Title: PRESIDENT, SAPPOA

Date: 9/23/13