THE CITY OF SAN ANTONIO, TEXAS

AND

THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION

October ~~September~~ 1, 2021 ~~2016~~

Through

September 30, _____ ~~2021[1]~~

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[1] Cover Sheet: **TBD**

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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.

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ARTICLE 1
Duration[2]

This Agreement shall be effective upon ratification of the membership and approval of the City Council. All pay increases, leave, or changes in benefits, shall be implemented in accordance with the respective timelines outlined herein. The provisions of this contract shall only apply to those members who are City employees at the time of the signing of this agreement or hired after the signing of this agreement. This agreement shall remain in effect until the 30th day of September, ____ ~~2021~~, or until such time as it is superseded by a new agreement between the parties, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30th, ___ ~~2029~~.

The City agrees that negotiations for the contract beginning October 1, ____ ~~2021~~ will commence no later than January, ____ ~~2021~~. The City and the Association agree to make good faith efforts to reach an agreement before October 1, ____ ~~2021~~.

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[2] A1 Duration – **TBD**

ARTICLE 2
Definitions

A. "Association" means the San Antonio Police Officers' Association.

B. "Board of Directors" means those members of the Association who are duly elected, or appointed and serve as members of the Board of Directors of the organization pursuant to the Constitution and By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined below, and in no event shall more than twenty (20) be allowed to attend meetings in an on-duty status.

C. "Calendar days" means each day inclusive of weekends and holidays.

D. "Chief' means the Chief of Police of the City of San Antonio.

E. "City" means the City of San Antonio.

F. "City Manager" means the City Manager of the City of San Antonio.

G. "Commission" means the Fire Fighters and Police Officers Civil Service Commission of the City of San Antonio.

H. "Days" as used in Article 28 and Article 29 for disciplinary action shall be defined as an eight (8) hour day.

I. "Department" means the Police Department of the City of San Antonio.

J. "Employee" means an employee of the City of San Antonio.

K. "Executive Board" means those six (6) members of the Association who are elected, or appointed to fill the offices of President, Vice President, Secretary, Treasurer, Parliamentarian, and Sergeant-at-Arms of the Association.

L. "Gender" Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

M. "Grievance" means any and all disputes arising under the Grievance Procedure in Article 15.

N. "Longevity" means time in service in the Department from the date the employee became a probationary Police Officer.

0. "Member" means either member of the Association or member of the bargaining unit.

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P. "Officer" means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police.

Q. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

R. "Working days" means each day exclusive of weekends and holidays.

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ARTICLE 3
Association Rights

Section 1. Recognition.

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.

Section 2. Payroll Deductions.

A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions. The letter requesting Association dues deduction shall be signed by the President of the Association.

B. The City shall deduct monthly CLEAT dues from each individual member who has voluntarily authorized CLEAT dues deductions. The letter requesting CLEAT dues deduction shall be signed by both the President of CLEAT and the President of the Association.

C. The City shall deduct monthly POLPAC dues from each member who has voluntarily authorized POLPAC dues deductions. The letter signed by the President of the Association requesting POLPAC dues deductions shall declare that the request has been approved by a majority vote of the Board of Directors and of the membership of the Association.

D. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association, CLEAT, or POLPAC dues deductions and not in uniform, must identify himself and personally sign the appropriate form in the Police Department Accounting Office at Headquarters.

E. On October 1st of each year the City shall deduct six (6) hours from each officer's credited vacation time and credit the time deducted to a pool for use by the Association. Any officer not desiring the deduction shall notify the Accounting Office in the same manner as in subsection D above during the month of September of each year for the following fiscal year. Requests for leave under this section shall be made in writing by the Association President to the Chief. The Association President shall annually submit a list of the names of ten (10) members who shall have the right to use Association Leave with a minimum notice of twenty-four (24) hours. This list of members eligible for expedited use of Association Leave may be amended no more than once in each calendar quarter. All others using Association Leave shall be required to submit the leave request no less than five (5) calendar days in advance of the anticipated date of leave. Such request will be granted, except in the case of emergencies or where the same would impair the operations of the Department or where the granting of the same would adversely affect the welfare of the citizens of San Antonio.

F. The City shall notify the Association and/or CLEAT in writing of any member who revokes or adds his authorization for dues deduction including POLPAC within thirty (30) calendar days

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from the revocation or addition of the deduction.

G. The amount of dues or assessments shall be the amount set forth in the letter or request signed by the President of the Association and/or CLEAT.

H. The City shall not be obligated to deduct dues or deduct any sum provided for herein until the respective organization provides a legal and binding letter from the President or legally authorized agent of the Association and/or CLEAT agreeing to indemnify, defend and hold the City harmless against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by the City for purposes of complying with the provisions of this Article.

I. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association and/or CLEAT in accordance with the procedures established by the Finance Director.

J. Whenever an Association member dies, and the City is notified as provided herein, the City will automatically deduct twice the amount of dues from each Association member's payroll during the month immediately following the Association member's death. In the case of multiple applicable deaths in a month the Association may have the double deductions spread over a period of months upon reasonable notice to the City. As with other deductions, said amount will be forwarded directly to the Association, provided, however that the Association will reimburse the amount of the increased deduction within fourteen (14) calendar days to any member who makes a written request for such reimbursement to the President of the Association. The Association will disburse the additional dues collected to the designated beneficiary or beneficiaries of the deceased member. Any member may designate or change beneficiaries as provided by policy or rule of the Association. Any Association member who requests reimbursement of dues collected from benefits after another member dies, and officers who are not Association members, shall not be eligible for the benefits provided in this Section. The Association shall be responsible to notify the City before the deduction of the double dues occurs.

Section 3. Time Off for Association Business.

A. 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.

B. The Association's negotiating team, not to exceed six (6) members, shall be permitted to meet with the Association President or to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled Dog Watch "C" shift immediately preceding such negotiating sessions.

The City agrees that the President of the Association will be placed on special assignment during the term of his presidency. The special assignment will give the Association President the latitude

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to deal with the duties of his presidency while retaining the privileges of his employment, while the Chief of Police retains the right to recall him to duty during an emergency or special event involving overriding need for the protection of the citizens of San Antonio.

For the purposes of accounting, the President, Vice President and Treasurer of the Association will be assigned to the Accounting Office. It will be the responsibility of the President of the Association to notify and submit proper paperwork to the Accounting Office accounting for all personal leave time to include but not limited to compensatory, vacation, holiday, bonus day, military leave, and sick time. [3]

The Chief of Police reserves his existing authority to revoke special assignment for the Association President during emergencies or when the welfare of the citizens of San Antonio is placed in jeopardy. The Association President, as part of his Association duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing police facilities and to inspect equipment that will improve the quality of work life for the police officers of the City of San Antonio whom he represents. In addition, he will participate as the duly elected representative of those men and women of the Association in any discussion that may affect the quality of worklife, health, and well being of any Association member. It is understood that the President, Vice President and Treasurer of the Association shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. When the term of the President, Vice President and Treasurer expires, the President, Vice President and Treasurer shall be eligible to return to their ~~his~~ previously assigned shift and duty assignment.

D. The City shall grant Association leave paid in accordance with Article 3, Section 2(E) to a maximum of ten (10) Officers at any given time at the request of the Association President. Such request will be granted, except in the case of emergencies or where the same would impair the operations of the Department or where the granting of the same would adversely affect the welfare of the citizens of San Antonio. An additional five (5) members shall be eligible for Association Business Leave for conferences, occasions, events or meetings when the need for such additional personnel is legitimate, no more than five (5) times per year. It is understood and agreed that a request under this exception shall be subject to modification or denial by the Chief where a reasonable basis exists, taking into account the staffing needs of the Department.

Section 4. Bulletin Boards.

A. The Association may maintain one (1) bulletin board at each of the decentralized stations or other police facilities and two (2) bulletin boards at the headquarters building. Bulletin boards may be located at the assembly room and the lobby of the headquarters building and in similar conspicuous locations at the other police stations and/or facilities. The Association may utilize Department e-mail and video technology to disseminate bulletin board information subject to the following terms. All e-mail transmissions shall have prior approval of the Chief. The use of video equipment is limited to the playing of Association provided videotapes in compliance with Section

[3] A3, Sec. 3 – SAPOA proposal 2-26-2021 (additional language will be provided at next session)

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6 of this Article. The Association representative who accompanies the video is responsible for its content complying with Section 6. In the event no Association representative is present, the Association President is responsible. The President of the Association shall have off-site access to the City mainframe computer and SAPD intranet.

B. The bulletin boards, e-mail, and video presentations shall be used only for the following notices:

(1) Recreation and Social Affairs of the Association.

(2) Association Meetings.

(3) Association Elections.

(4) Reports of Association Committees.

(5) Rulings or policies of the State or National Association.

(6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.

C. 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.

Section 5. Members of the Board of Directors.

Members of the Board of Directors who are on duty shall be permitted to attend the two (2) regularly scheduled board meetings each month, and up to two (2) specially called Board of Directors meetings per fiscal year. Such members of the Board of Directors who are on duty shall be subject to emergency recall, and the Association shall insure the immediate response capability of these Officers.

Section 6. Addressing of Shift Roll Call Meetings, In-Service Training and Police Academy Cadet Classes.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to represent the Association and Board of Directors shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed ten (10) minutes. Prior to speaking at such roll calls, the Association representative shall notify the appropriate supervisor that he intends to speak.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to represent the Association and Board of Directors shall be permitted to speak at in-service training for a period not to exceed one (1) hour. The President of the Association shall notify the Academy Commander in writing in November of the preceding year of the Association's

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intent to use a one (1) hour block with the yearly in-service training beginning in January of each year. The Academy Commander shall schedule the one (1) hour block and notify the Association in writing of the dates and time to appear.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to represent the Association and Board of Directors shall be permitted to speak to each Police Academy cadet class for a period not to exceed three (3) hours. Unless mutually agreed upon, such speaking shall be scheduled in no less than two (2) one (1) hour thirty (30) minute blocks. The Association shall provide a lesson plan to the Academy Commander and shall permit staff monitoring to assure compliance under this section.

Discussion by Association representatives shall pertain only to the recreation and social affairs of the Association; Association meetings; Association elections, reports of Association committees; activities of the State or National Association with whom the Association is affiliated; and legislative enactment, judicial decisions affecting public employee labor relations, legal assistance plans, and contract benefits and rights. Discussions by Association representatives shall not contain anything political or anything reflecting on the City or any of its employees or any labor organization among its employees. There shall be no prior restraint or censure by shift supervisors of Association representatives during roll-call discussions. In the event an Association representative allegedly violates this section, such alleged violation shall be subject to the Grievance Procedure.

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ARTICLE 4
Management Duties to the Association

Section 1.

The City shall provide the following materials to every officer:

A. A copy of special orders, general orders, training bulletins, rules and regulations, Texas Penal Code, Traffic Laws and Code of Criminal Procedure; and

B. A copy of this Agreement.

Section 2.

The City shall not engage in the following practices:

A. Interfere with, restrain, or coerce Officers in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any Officer 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 chose to be represented by any employee organization.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement. For example, condoning a practice of Officers volunteering to circumvent this Agreement on job assignments, relief days, hours worked, or compensation would obviously violate this provision.

F. Discriminate against any Officer protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this Agreement.

Section 3. Consistent Interpretation.

The City recognizes its responsibility to a consistent interpretation and application of Department Rules and Regulations, Special Directives and Administrative Orders, which

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govern the conduct of Officers on the job.

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ARTICLE 5
Non-Discrimination by the Association

Section 1.

No action shall be taken by the Association or any Officer in the bargaining unit which constitutes discrimination under Title VII of the Civil Rights Act or of the Texas Commission on Human Rights Act. The provisions of this Agreement shall be applied equally to all Officers covered by the Agreement.

Section 2.

The Association shall not cause or attempt to cause an Officer to discriminate against another employee or Officer because of the employee's or Officer's membership or non-membership in any employee organization; or discriminate against any employee or Officer because he has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this Agreement.

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ARTICLE 6
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 refuse to cross any picket line by whoever established, where such refusal would interfere with or impede the performance of the Officer's duties as an employee of the City. The City shall not lock out any Officer.

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ARTICLE 7
Management Rights

Section 1.

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's statutory and Charter Rights to:

A. Direct and schedule the work of its Officers, to include the scheduling of overtime work in a manner most advantageous to the City. Officer work schedules shall not be changed solely to avoid or curtail overtime pay. The City shall have the right to reschedule up to eighty (80) hours of training per Officer per year. These hours shall include required TCOLE training and may include in-service hours but the City is not required to use the entire eighty (80) hours each year.[4]

B. Hire, promote, demote, transfer, assign and retain Officers in positions with the City.

C. Discharge, demote, or suspend Officers, pursuant to the requirements of Chapter 143 Local Government Code and further and fully agreed to in Article 28, Disciplinary Actions, of this Agreement.

D. Maintain the efficiency of governmental operations.

E. Lay off Officers from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State laws.

F. Determine the methods, processes, means, and personnel by which operations are to be carried out.

G. 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.

H. Contract and subcontract when it is in the best interest of the City.

I. Use security personnel, which include, but are not limited to, such job classifications incorporated within the Classification Manual as Airport Police Officer, Park Police, Life Guard, School Crossing Guard, Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.

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[4] A7, Sec. 1 (A) – **Note**: Waiting for COSA proposed language

J. Use of 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. This subject is covered in detail in Article 39.[5]

K. 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 Officers.

L. The Association recognizes the City's existing right to establish and enforce rules and regulations, special directives, administrative orders, and amendments for the conduct of the mission of the Department subject to the terms of this Agreement. The Chief has the right to amend, suspend, and/or alter such rules and regulations subject to the terms of this Agreement and approval of the Commission.

M. Any person, whether sworn or unsworn, wishing to address Police Officer roll calls on any subject (except bargaining unit members who are running for Association office or shift representative and wish to make a statement concerning an election within the Association) must receive written permission from the Chief of Police or President of the Association. When permission is granted by the President of the Association, the restrictions involving subject matter and time outlined in Article 3, Section 6, shall apply.

Section 2.

Subject to review by the City Manager, the Chief shall have the exclusive right to:

A. Establish Departmental rules and regulations.

B. Transfer Officers within the Department to accomplish the mission of the Department in the most efficient manner.

Section 3.

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.

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[5] A7, Sec. 1 (J) – **Note**: Waiting for COSA proposed language

ARTICLE 8
Maintenance of Standards

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

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ARTICLE 9
Labor Relations Committee

Section 1. 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 Officers, including, but not necessarily limited to, safety and specifications for equipment, discipline, Departmental policies and procedures, uniform specifications and other areas of common Officer 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. The Committee has no independent authority to bind either party with respect to any individual grievable topic. The Labor Relations Committee shall consist of four (4) members who shall serve at the direction of their appointing authority. The Association shall designate two (2) members, and the Police Chief shall designate two (2) members. There shall be a written agenda of matters to be discussed. Officers desiring items placed on the written agenda shall forward the matter in writing to the Office of the Chief of Police with a copy to the President of the Association. The Committee shall make its recommendations in writing to the Chief with copies to the Association and the City Manager. The Chief shall thereafter respond to the Committee's recommendations in writing within fourteen (14) calendar days from receipt thereof. A copy of the response will be sent to the Association and to the City Manager. An extension of the Chief s response of an additional fourteen (14) calendar days shall be granted by the Committee upon request of the Chief. 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.

Section 2. Labor Relations Subcommittees.

The Labor Relations Committee may appoint subcommittees as necessary. Such subcommittees shall report to the Labor Relations Committee and the Labor Relations Committee shall make final recommendations in writing to the Chief of Police as outlined above.

Section 3. Defense of Officials.

It is understood and agreed that individual city employees serving on the Committee are acting in the course and scope of their employment, even though designated by the Association, and as such are entitled to defense and indemnity under the terms of the City's existing risk management, insurance and defense programs, in the event that the recommendations of the Committee become the basis of claims or litigation.

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ARTICLE 10
Safety and Equipment

Section 1. General.

The City shall maintain at all times an adequate quantity of modern, marked and unmarked vehicles, radios, and other essential equipment in sound working condition to ensure a safe work place for each Officer and to maximize the Department's prime objectives of crime prevention, suppression, and detection. Such vehicles, radios, and other essential equipment must be replaced during periods of repair. Any recommendations by the Labor Relations Committee in Article 9, above, for the purchase and use of advanced technological improvements in equipment (e.g., EO Tech electronic sight; tire spikes), shall be considered evidence that such improvements contribute to a safe work place for each officer. Any recommendations by the Labor Relations Committee shall take into consideration City budget cycles and priorities.

Section 2. Preventive Vehicle Maintenance Program.

The City shall ensure that all police vehicles assigned to the Officers are in 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. The Chief may assign either a sworn Officer or civilian to this position, except that in the event that a civilian is assigned, there shall be no reduction or loss of sworn positions in the Police Department as a result of the assignment of a civilian. If at the discretion of an Officer, an assigned vehicle is not in safe condition, said Officer 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 a safe condition, and the employee disagrees with the supervisor's decision, said Officer may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the officer's protest in writing and forward all copies to the Officer's Division Commander for final disposition.

The Vehicle Maintenance Supervisor shall maintain records on the maintenance of all police vehicles. When a vehicle reaches the 30,000 miles odometer reading, a review of the vehicle's maintenance record will be conducted. If deemed necessary, the Vehicle Maintenance Supervisor may request an exhaustive mechanical evaluation be performed on the vehicle. Any Officer may request an exhaustive mechanical evaluation of police vehicle when the vehicle reaches the 30,000-mile mark. This inspection will be accomplished in a timely manner or another vehicle will be provided for the Officer.

Chevrolet Tahoe and Ford Crown Victoria marked vehicles having 100,000 miles on their odometers and assigned to the uniform division, must be retired from the uniform division fleet. An Officer will not be required to operate a marked Chevrolet Tahoe or Ford Crown Victoria vehicle assigned to the uniform division having 100,000 miles or more on its odometer. Additionally, an Officer will not be subject to disciplinary action for refusing to

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comply with an order to drive marked Chevrolet Tahoe or Ford Crown Victoria vehicles in the uniform division which had 100,000 miles or more on its odometer. Prior to 100,000 miles, a Chevrolet Tahoe or Ford Crown Victoria vehicle may be retired from the uniform division fleet if considered unsafe by the head of the vehicle maintenance unit or a Division Commander. No Officers in the uniform division may be ordered to drive a Chevrolet Tahoe or Ford Crown Victoria patrol vehicle which has in excess of 100,000 miles. Any vehicle retired from use in the uniform division pursuant to this agreement may be used by the Department in other divisions, provided that the vehicles are sound and safe to operate.

Ford Explorer Police Interceptor marked vehicles will be retired at 70,000 miles pending the results of a pilot program test group. The City and the Association agree to a pilot program to evaluate a test group of 56 Ford Explorer Police Interceptors (8 at each substation and traffic bureau) with a replacement life cycle of 00,000 miles. The Labor Relations Committee, outlined in Article 9, will monitor the test group and evaluate the relevant data. At the conclusion of the pilot test group, the Labor Relations Committee will recommend to the Police Chief a new Ford Explorer Police Interceptor replacement schedule based on the evaluation. For the purposes of this pilot program the decision of the Police Chief will be implemented only if the Chief follows the recommendations of the committee.

Section 3. Take-Home Cars.

The City shall provide to Officers occupying the rank of Lieutenant or above a City-owned vehicle for the Officer's use during his employment on active duty status and for the Officer's use in driving to and from home. In lieu of a take-home vehicle, the Department may offer said officer a monthly car allowance of $300 per month. An eligible officer may initially opt for a City-provided, unmarked vehicle (with less than 100,000 miles on its odometer) or the allowance as previously noted. During the period of June 1 to July 1 of each calendar year, the Officer may elect to change from his car or car allowance. If an eligible Officer opts for a vehicle, and the same is unavailable, such officer may draw the $300.00 car allowance until the vehicle is furnished. The use of a City vehicle by an Officer may be revoked by the Chief if the individual assigned the vehicle is not insurable per state minimum requirements. Each Officer assigned a vehicle shall be required to use the vehicle in a manner consistent with Department policies. Any Officer assigned a vehicle shall not be eligible to receive any car allowance, as otherwise provided by the City. The Chief has the sole discretion whether to assign or not assign or to remove a vehicle from any other officer in any rank below Lieutenant. Assignment by the Chief of a vehicle to another Officer below the rank of Lieutenant shall not be grounds for filing of a grievance based upon the equal pay standards of Chapter 143 of the Local Government Code or any provision of this Agreement.

Section 4. Radios.

The City shall provide to each Officer, one (1) hand-held police radio and charger. These radios will be replaced in accordance with Department policies and regulations. However, in the event the radio needs to be replaced or repaired due to negligence or intentional abuse on the part of the Officer to whom the radio is issued, the Officer shall be required to

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reimburse the City for the costs. The cost of said radio shall be, for purposes of the Section, based upon its actual value at the time of loss. Negligence or intentional abuse and the actual value (considering depreciation value) of the radio shall be determined by the Labor Relations Committee outlined in Article 9.

Section 5 Soft Body Armor.

The City shall provide to all Officers the option of selecting soft body armor with a minimum standard of Threat Level III-A or Threat Level II. Such vests shall meet the highest levels of specifications as determined by the Labor Relations Committee outlined in Article 9. Vests shall be provided to all new Officers prior to the end of their first week as Officers. Vests shall be replaced every five (5) years by making a proper request to the Division Commander, or at any time when obvious damage to the vest requires replacement. However, if it is determined by the Labor Relations Committee outlined in Article 9, that the damage done to the vest was caused by neglect or misuse on the part of the Officer, then the Officer shall pay the actual value considering replacement costs, depreciation, utility value, and market value of the vest as determined by the Labor Relations Committee at the time of the loss. One free fitting per year will be provided by the City.

Section 6. Ammunition.

In addition to the ammunition provided by the Department for mandatory in-service firearms training, each Officer is entitled to one hundred (100) rounds of .40 caliber ammunition per year. The Department shall provide all initial and annual ammunition required for annual qualification with a rifle or shotgun, regardless of whether the weapon is Department issued.

Section 7. Labor Relations Committee as Equipment Advisory Committee.

The Labor Relations Committee as outlined in Article 9, in addition to its other duties, shall serve as the Equipment Advisory Committee. This Committee shall meet for the purpose of reviewing specifications, testing, and making recommendations to the Chief as to the purchase of all police-related equipment. For purposes of this Section, police-related equipment includes, but is not limited to, communications equipment, vehicles, vehicle light bars, weapons, specialized or technical investigative equipment, training aids, and computer-related equipment and materials. Police-related equipment does not include chairs, desks, office supplies, maintenance supplies, or other non-specialized equipment or materials purchased on a City-wide basis for all departments.

When an Officer loses and/or damages equipment assigned for purposes of employment the Labor Relations Committee shall cause to be conducted an investigation surrounding the facts causing the loss or damage. Upon completion of its investigation, the committee will make a determination as to the cause of the loss or damage and to what extent the Officer is responsible for such loss and/or damage. The Committee shall write a report of its findings which shall be forwarded to the Chief. An Officer who disagrees with the findings of the Committee may appeal the Committee's recommendation to the Chief. The Chief may adopt,

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in whole or in part, or reject the Committee's recommendations. The actions of the Chief in this regard shall not be subject to grievance and arbitration as provided for herein, if the Chief concurs in the recommendation of a majority of the Committee or reduces the Officer's responsibility for such loss or damage below the recommendation of the majority of the Committee.

Section 8. Reimbursement Procedures.

Officers may utilize payroll deductions to reimburse the City for lost or damaged equipment. Payroll deductions must be set at fifty dollars ($50.00) per payday unless the Officer agrees to higher payments. It shall be the obligation of the officer to coordinate such repayment with the Police Department Accounting Office.

Officers desiring to reimburse the City for lost or damaged equipment outside of payroll deductions may do so as long as such mandatory payments are no less than fifty dollars ($50.00) per pay day. Nothing herein prohibits the Officer from agreeing to higher payments. All reimbursements paid outside of payroll deduction are due within five (5) calendar days of the payday.

Regardless of the method of payment, all payments must begin no later than the second pay day after the final ruling by the Chief.

After all administrative appeals are exhausted, Officers failing to reimburse the City or who fail to pay according to the selected pay schedule above shall be deemed insubordinate to the Chief of Police and may be disciplined up to and including termination.

Section 9. Standardized Installation of Equipment.

The City agrees it will standardize the location of all equipment in all marked vehicles whenever possible.

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ARTICLE 11
Promotions

Section 1. Definitions.

A. **Seniority** - For purposes of this Article, each Police Officer shall be given one point on a promotional examination for each year as a classified Police Officer in the San Antonio Police Department. In no event shall the number of such seniority points added to a passing score exceed ten (10). In addition, Patrol Officers who are testing for Detective Investigator shall receive an additional point for holding a Master Peace Officer Certification; an additional point for fifteen (15) years of time in rank as a Patrol Officer; and an additional point for twenty (20) years of time in rank as a Patrol Officer not to exceed a total of thirteen (13) points with the total to be added to the overall final passing score of the promotional examination for Detective Investigator. Detective Investigators who are testing for the rank of Sergeant will also receive in addition to the one (1) point on a promotional examination for each year as a classified police officer up to ten (10) points of seniority, an additional point for holding a Master Peace Officer Certification; an additional point for five (5) years time in rank as a Detective Investigator; and an additional point for ten (10) years time in rank as a Detective Investigator not to exceed a total of thirteen (13) points with the total to be added to the overall final passing score of the promotional examination for Sergeant. "Classified Police Officer" is meant to include service as an initial probationary Police Officer and probation after promotion. Seniority is defined as all years of service, whether interrupted or uninterrupted, on the San Antonio Police Department, and not merely the last continuous period of service.

B. **Eligibility** - Police promotional examinations shall be open to all Police Officers who have held a classified position with the San Antonio Police Department for two (2) years or more, immediately below the rank for which the examination is to be held. Promotional examinations to the rank of Detective Investigator shall be open to only those officers within the classification of a Class C or higher patrol officer; no Officer shall be permitted to take a promotional examination to the rank of Detective Investigator until being in the classification of a Class C or higher Patrol Officer.

C. **Seniority in Rank** - Time Within a Classified Police Officer Rank. The Officer with the most time in a classified rank shall be considered the senior. Officers promoted on the same day shall be promoted at least one minute apart to establish seniority in rank. Seniority in rank for newly hired Police Officers shall be determined by their ranking on the eligibility list and effective with their appointment to probationary Police Officer.

D. **Return From Military Service** - Effective with the signing of this Agreement, officers who were serving on active military duty as members of the armed forces and who were eligible promotional candidates according to the rules as set out by USERRA when a Department promotional exam was offered, who did not take the exam, may apply within 30-calendar days after notice by the City of their rights and obligations under this subsection upon their return to the Department from active military duty, to take

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the next available promotional exam given for that rank for which they are currently eligible. If the Officer's score would have resulted in a promotion if it had been achieved on the exam(s) missed due to active military service, the Officer must be promoted to the next available vacancy in that rank. Seniority in rank and retroactive back pay owed will be established as of the date the Officer would have been promoted based on the score made at the time, as if he or she had not been on active military service. This provision is intended to comply with requirements of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and to supersede the terms of Section 143.032(b) of the Texas Local Government Code. This Agreement does not prevent the City from taking steps to comply with USERRA under unique or special circumstances

Section 2. Study Materials.

A. **Study Materials Committee** - The Chief shall establish a separate committee for the selection of proposed study materials for each promotional examination by rank (written and/or Video Recorded Assessment). This committee will be comprised of two members appointed by the Chief and two members appointed by the President of the San Antonio Police Officers Association and shall be facilitated by the Training Academy Commander. This Committee will consult with the test consulting company to assure support from the job analysis throughout the materials selection process. Each member of the Committee will sign a pledge of confidentiality, agreeing to not release any information pertaining to any study materials selected by the Committee to be forwarded to the Chief in order to maintain the security of the selection process. Members of the Committee shall rank the material collectively and forward their recommendations to the Chief. Study materials for all ranks shall not be the same for any two consecutive years. The exceptions include, the Texas Penal Code, the Code of Criminal Procedures, the General Manual, the Collective Bargaining Agreement and if developed, the promotional study book for the Department.

This Committee will also make recommendations for the Video Recorded Assessment criteria based on job relatedness, responsibility and consistent with the recommendations for legal compliance, of the consulting company. After reviewing the recommendations, the Chief shall consult with the test consulting company to assure support from the job analysis. After his consultation, the Chief shall make the final decision and forward his selections and/or changes to the consulting company hired by the City to create the test. The committee membership will be changed after each testing cycle. The committee members appointed by both the Chief and the President of the Association will hold the same rank or higher as the position being tested for.

Failure to comply with the confidentiality pledge may result in disciplinary action ranging from a written reprimand to indefinite suspension.

B. **Promotional Text Materials** - The City shall limit the promotional material for all ranks to two hundred (200) pages of text except for text taken from the Texas Penal Code, the Code of Criminal Procedures, the General Manual, and the Collective Bargaining Agreement. For purposes of this section, two hundred pages of text shall be defined as text that averages

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approximately 750 words per page. An Officer may not file any grievance or appeal based on the limitations involving pages of text and words. In the alternative to the 200 page limitation from one or more textbooks, the City may develop a promotional study book with advice by the Testing Consulting Company and input from the Association, which shall not be subject to the 200 page limitation. Once the SAPD promotional study book is implemented, the City shall not use any other text books other than the Texas Penal Code, the Code of Criminal Procedures, the General Manual, and the Collective Bargaining Agreement. The promotional study book may be revised annually. The City shall attempt to obtain the publisher's permission to duplicate and distribute to the candidates the study materials without incurring any fee, cost, penalty or liability to the publishers, and if it does obtain this permission, the City will bear the expense of the printing or reproduction of the study materials for distribution to eligible candidates. However, the City will not be required to perform the aforementioned printing, reproduction, and dissemination of the study materials if the permission of the publishers to do so cannot be obtained without any cost, penalty, or liability to the publishers. Where the City cannot obtain such permission, the City will make arrangements to ensure that all of these study materials (e.g., textbooks) are available at one or more locations within the City for purchase by the candidates. Candidates who purchase study materials and who score seventy percent (70%) or higher on each of the examinations applicable to the promotion sought will be reimbursed for the price of the study materials.

After the Chief has made his selections, the City Human Resources Department will pick up the study materials. The study materials will be printed and/or reproduced under circumstances which will promote security. The Human Resources Department will verify the completeness of the packets. No question will be included in the written examination unless it derives its source from the study material.

Until the adoption of the SAPD promotional study book(s) the date and location that the study materials will be made available for candidates to pick up or the location where the study materials may be purchased will be announced in the Daily Bulletin for five (5) consecutive working days. Until the adoption of the SAPD promotional study book(s) in accordance with this Section, the study materials shall be either announced as to location for purchase or provided to eligible candidates during a period which is not less than ninety (90) calendar days prior to the examination. If the City has developed a promotional study book for the Department, the announcement and provision of such materials shall be not less than 365 calendar days prior to the examination. Once the study materials are provided to the candidates, the material will not be altered in any manner, other than to update change in law and Department policy.

The City may provide notice of a promotional examination and the study materials before an eligibility list has expired, and prior to the existence of any vacancy, and no Officer shall have any right or claim based on eligibility dates as a result, provided that the City complies with all Chapter 143 requirements.

Section 3. Promotion to Detective Investigator, Sergeant, Lieutenant and Captain.

A. The City shall engage an outside bonded consultant to prepare written

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promotional examinations for each rank.

Beginning at least one hundred and twenty (120) calendar days before the administration of the examination, the City will announce in the Daily Bulletin the date of the examination and the location and dates that any eligible officer may register for the examination. This announcement will run for five (5) consecutive working days. Candidates for the promotional examinations shall register for the examination between one hundred and fifteen (115) and one hundred and five (105) calendar days before the written examination.

Except as provided in Section l (D), all eligible candidates for promotion to a particular rank shall be given the identical written examinations applicable to that rank in the presence of each other. The written examinations will consist of multiple choice written questions, which shall have predetermined correct answers to enhance the objectivity of the written examination.

The preparer of the written examination shall deliver the examination sealed and numbered to the Civil Service Director who is charged with the responsibility for the security of all written promotional examinations. The written examination shall remain sealed until opened in the presence of the participants.

All of the questions asked on the written examination must be prepared and composed in a manner that the grading of all examination papers can be completed immediately after the examination is held. All written examination papers shall be graded as they are completed, at the place where the written examination is given, and in the presence of any candidates who wish to remain during the grading. Written examination grading will be performed within fifty (50) feet of any entrance or exit from the examination room in open view of all candidates. A minimum passing score of seventy percent (70%) out of a possible one hundred percent (100%) (unless a qualified consultant shall determine a different cut off score, based on the statistical validity of the test, which shall be subject to Commission review and approval) is required on each promotional examination (written or written plus assessment) applicable to the rank to which the officer seeks promotion.

Each eligible promotional candidate shall have the opportunity to examine written test source materials and their own graded examination paper and answers within five (5) consecutive working days after the examination. The candidate may see the above material, but may not remove the graded examination paper from the Human Resources Department.

Candidates arriving after the appointed starting time of the examination will not be admitted or allowed to participate in the examination.

All questions formulated by the outside consultant for the written examination (and their correct answers) shall be derived from the materials selected by the Chief as study materials in accordance with Section 2. Matters relative to the construction of any promotional written examination which are appealable to the Civil Service Commission pursuant to Chapter 143, Local Government Code, shall continue to be appealable and the decision of the Commission shall be final.

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B. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Detective Investigator and Sergeant shall consist of one (1) written examination which shall not exceed either one hundred (100) multiple choice questions or two (2) hours in length. If the City complies with the conditions in subsection (D) below, the promotional examination during 2013 for Sergeant may include an assessment portion in accordance with the provisions below.

C. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Lieutenant and Captain shall consist of a written examination which shall not exceed one hundred (100) multiple choice questions or two (2) hours in length and a Video Recorded Assessment which shall be weighted as set forth below.

D. **Sergeant Assessment**

(1) In order to commence a sergeant assessment, the City agrees to the following:

- To successfully complete and implement an SAPD Promotional Text for each rank;
- To implement a Supervisory Leadership Training Program for all candidates for promotion to a civil service supervisory tested rank; and
- To implement a mentorship program for all new supervisors.

(2) Upon successful completion of the above requirements, the City shall be entitled to implement each of the provisions of this Agreement concerning Video Recorded Assessment which shall become applicable and shall apply that to the Sergeant examination, with the sole exception that the Video Recorded Assessment shall be weighed at twenty percent (20%) and the written examination shall be weighted at eighty percent (80%) which is set forth below (subparagraphs E, F, G, H, L, M, N, and 0). The Consulting Company will conduct three orientation sessions for candidates at least one month in advance of the written examination. The orientation component will be designed to familiarize eligible candidates on the Video Recorded Assessment requirements and process. The Consulting Company or the City may not deem the orientation mandatory, since participation in the orientation is totally voluntary. The City will schedule at least three (3) orientation sessions at different times, and will provide a DVD copy of all three (3) orientation sessions upon request to any eligible promotional candidate.

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E. The Consulting company hired by the City will design the Assessment cadre using a variety of exercises that may include: In-Basket; Problem Solving/Analysis; Oral Resumes/Structured Interviews; Leaderless Group Presentation; Role Playing; Memo/Report Writing; Oral Presentation/Plan Preparation; Staff Meeting; Special Event/Operations; and others as they are established and determined to be reasonably valid predictors of job related characteristics. The Consulting Company is not required to utilize all of the exercises above, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank and as recommended by the Study Materials Committee.

F. The Consulting Company shall also select the assessors who shall meet the following criteria:

1. Equivalent rank to the promotion, or above, from a municipal police agency from cities with a population of 200,000 or greater;

2. Shall not reside in the San Antonio Standard Metropolitan Statistical area;

3. Shall not be related within the second degree to any candidate for promotion;

4. Shall not personally know any candidate for promotion;

5. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and

6. Shall not be a current or former employee of the City of San Antonio, SAPD or any other entity legally related to or controlled by the City of San Antonio.

G. The Consulting Company will conduct three orientation sessions for candidates at least one month in advance of the written examination. The orientation component will be designed to familiarize eligible candidates on the Video Recorded Assessment requirements and process. The Consulting Company or the City may not deem the orientation mandatory, since participation in the orientation is totally voluntary. The City will schedule at least three (3) orientation sessions at different times, and will provide a DVD copy of all three (3) orientation session, upon request to any eligible promotional candidate.

H. The assessors selected by the Consulting Company will assess the candidates for the rank being tested.

I. The total score for the rank of Lieutenant shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum of 100 x .40	40 Pts. Plus

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Video Recorded Assessment Score	Maximum of 100 x .60	60 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Maximum Possible Points		110 Pts.

J. The total score for the rank of Captain shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum of 100 x .30	30 Pts. Plus
Video Recorded Assessment Score	Maximum of 100 x. .70	70 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Maximum Possible Points		110 Pts.

K. After the Video Recorded Assessment scoring has been completed for the Sergeant examination under this Agreement, the total score shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum 100 x .80	80 Pts. Plus
Video Recorded Assessment Score	Maximum of 100 x .20	20 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Other Points (Section 1 (A))	Maximum of 3	3 Pts.
Maximum Possible Points		113 Pts.

L. A final official rank order list shall be created of all eligible candidates in accordance with all the promotional procedures set forth herein. The final list of eligible candidates for the rank of Lieutenant and Captain shall remain in effect for eighteen (18) months. The final list of eligible candidates for the rank of Detective Investigator and Sergeant shall remain in effect for twelve (12) months. When the Sergeant assessment is initiated, the final list of eligible candidates for the rank of Sergeant will increase from twelve (12) to eighteen (18) months.

M. The Video Recorded Assessment may be appealed using a Second Review Process as established and overseen by the Consulting Company. The decision of the Consulting Company regarding appeals using the "Second Review Process" shall be final and binding.

N. The consulting company will be responsible for the security of the Video Recorded Assessment process.

Section 4. Requirements After Promotion.

A. Officers promoted to Detective Investigator, Sergeant, Lieutenant or Captain shall attend a mandatory investigator (Detectives), supervisory or management (Sergeant, Lieutenant and Captain) training program designed for that rank of no less than 40-hours prior to or after being promoted. Officers who are promoted to the rank of Detective Investigator, Sergeant,

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Lieutenant, or Captain and who have not attended the mandatory training program shall be required to attend the required training within sixty (60) calendar days of promotion.

B. Officers promoted to Detective Investigator, Sergeant, Lieutenant or Captain shall be assigned to one or more Officers of equal rank for on-the-job field training for a period of no less than one (1) calendar month during their probationary period. Officers promoted to the rank of Captain shall be required to complete their on-the-job field training assigned to and physically working with a Captain assigned to the Patrol Division at a police substation.

C. Within forty-eight (48) months after being promoted, Officers promoted to Lieutenant shall be required as a condition of maintaining the rank to complete with a passing grade at least sixty (60) hours of college credits or achieve an Associate's degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof to the Chief of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

D. Within sixty (60) months after being promoted, Officers promoted to Captain shall be required as a condition of maintaining the rank to obtain a Bachelor's Degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof of completion to the Chief of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

E. If the Officer fails to complete the mandatory college requirements within the prescribed time period after promotion, the Officer will be allowed to appeal the demotion only if exigent circumstances or an emergency situation occurred which would have prevented the Officer from completing the requirements.

F. If an Officer is promoted to the next higher rank before completing the educational requirements for his previous rank, the time requirements remain in effect for completion of the appropriate educational requirements for that previous rank. For example, an Officer is promoted to Lieutenant on January 1, 2001 and has forty-eight (48) months to complete sixty (60) hours of college credits or achieve an Associate's degree. The Officer is promoted to Captain on January 2, 2004 without achieving the college hours or the degree. The Officer will have until December 31, 2004 to obtain sixty (60) hours of college credit or an Associate degree.

Section 5. Appointment to Deputy Chief.

The Chief of Police shall have the right to appoint a total of six (6) Deputy Chiefs which shall be one rank immediately above the rank of Captain and one rank immediately below the Assistant Chief in the chain of command. This Article shall create no positions within the rank of Deputy Chief other than by this Article. As vacancies occur in the rank of Deputy Chief, the Chief of Police shall either appoint an Officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to

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appoint and the position is permanently abolished, the position of Deputy Chief shall revert to the rank of Captain or Lieutenant, whichever is applicable. Appointments to the rank of Deputy Chief shall be by the Chief of Police at his sole discretion, provided that the Officer promoted is a Captain or a Lieutenant provided the Lieutenant has a minimum of two (2) years in rank.

Officers appointed to this rank shall be subject to overall City policies and regulations and while appointed to this rank shall not be subject to the provisions of Chapter 143, Local Government Code, or any provision of this Agreement, unless specifically so provided by this Article.

Officers appointed to the rank of Deputy Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within forty-eight (48) months after being appointed. Deputy Chiefs who have already obtained a Master's Degree prior to being appointed to the rank of Deputy Chief, shall present proof of completion to the Chief of Police within seven (7) calendar days of being appointed to the rank. Deputy Chiefs who have not obtained a Master's Degree, must complete and make a passing grade on at least nine (9) hours of Master's Degree requirements in an approved Master's Degree program every twelve (12) months after being appointed to the rank of Deputy Chief until such time as a Master's Degree is awarded. Deputy Chiefs will submit proof of the completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Master's Degree is obtained. Deputy Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten (10) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Any Officer appointed to the rank of Deputy Chief may be demoted to their last tested civil service rank at the sole discretion of the Chief of Police without appeal to the Commission and/or Arbitration. Any Officer appointed to this rank may, further, voluntarily return to their last tested rank at any time. Upon demotion or voluntary return to the previously-held rank pursuant hereto, the Officer shall receive thereafter the full benefits provided in Chapter 143, Local Government Code, and this Agreement as if he had served in that rank on a continuous basis throughout his tenure as Deputy Chief, and any other non-tested appointed rank. An Officer appointed to the rank of Deputy Chief may be terminated for cause, provided that such termination shall be subject to appeal in the same manner as applicable to all classified uniformed Officers in the Department.

Except for the position of Deputy Chief, nothing in this Article shall be construed to require the City to create the rank or establish and fill the maximum number of positions authorized herein. Further, nothing in this Article shall be construed to limit any existing right of the City to create ranks and establish positions in accordance with State law and City Charter.

Deputy Chiefs appointed by the Chief of Police pursuant to this Section of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the

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scheduling and manpower contingencies that may arise.

Officers appointed to the Deputy Chief position by the Chief of Police as provided for in Article 11, Section 5, supra, of this Agreement, shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year Captain's base pay at Step B plus longevity. The Officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles 1; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section 6; 14 Section 1; 16 Sections 2; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; 23; 29; 30; 31; 32; 33; 34; 35; 36 Sections 1, 2, 4, 5, 6; 37 and 38.

The City agrees to defend, indemnify, and hold harmless the Association and its Officers, agents, representatives, and Officers from any action, at law or in equity, brought by any Deputy Chief or other member(s) of the unit regarding this Section.

Section 6. Appointment of Assistant Chief.

The Chief of Police shall have the right to appoint two (2) Assistant Chiefs which shall be one rank immediately above the rank of Deputy Chief and one rank immediately below the Chief of Police in the chain of command. This Article shall create no positions within the rank of Assistant Chief other than by this Article. As vacancies occur in the rank of Assistant Chief, the Chief of Police shall either appoint an Officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to appoint and the position is permanently abolished, the position of Assistant Chief shall revert to the rank of Captain or Lieutenant, whichever is applicable. Appointments to the rank of Assistant Chief shall be by the Chief of Police at his sole discretion, provided that the Officer promoted is a Deputy Chief, Captain or a Lieutenant provided that the Lieutenant has a minimum two (2) years in rank).

Officers appointed to this rank shall be subject to overall City policies and regulations and while appointed to this rank shall not be subject to the provisions of Chapter 143, Local Government Code, or any provision of this Agreement, unless specifically so provided in this Article.

Effective October 1, 2005, as to Officers appointed thereafter only, Officers appointed to the rank of Assistant Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within thirty-six (36) months after being appointed. Effective upon the execution of this Agreement, if a Captain or Lieutenant is appointed to Assistant Chief they shall have forty eight (48) months in order to obtain a Master's Degree from an accredited college or university. Assistant Chiefs who have already obtained a Master's Degree prior to being appointed to the rank of Assistant Chief, shall present proof of completion to the Chief of Police within seven (7) calendar days of being appointed to the rank. Assistant Chiefs who have not obtained a Master's Degree must complete and make a passing grade on at least one-third of any Master's Degree requirements they have left to obtain in an approved Master's Degree program every twelve (12) months after being appointed to the rank of Assistant Chief until such time as a Master's Degree is awarded. Assistant Chiefs will submit proof of the

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completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Master's Degree is obtained. Assistant Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten (10) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Any Officer appointed to the rank of Assistant Chief may be demoted to their last tested civil service rank at the sole discretion of the Chief of Police without appeal to the Commission and/or Arbitration. Any Officer appointed to this rank may, further, voluntarily return to their last tested rank at any time. Upon demotion or voluntary return to the previously-held tested rank pursuant hereto, the Officer shall receive thereafter the full benefits provided in Chapter 143, Local Government Code, and this Agreement as if he had served in that rank on a continuous basis throughout his tenure as Assistant Chief, and any other non-tested appointed rank. An Officer appointed to the rank of Assistant Chief may be terminated for cause, provided that such termination shall be subject to appeal in the same manner as applicable to all classified uniformed Officers in the Department.

Assistant Chiefs appointed by the Chief of Police pursuant to this Section of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the scheduling and manpower contingencies that may arise.

Officers appointed to the Assistant Chief position by the Chief of Police as provided for in Article 11, Section 6, supra, of this Agreement, shall be compensated at an annual salary of not less than eight percent (8%) above the rate of a Deputy Chief s base pay plus longevity (a 30 year Captains base pay at Step B + .18 times that base pay). The Officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles of this Agreement: Articles 1; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section 6; 14 Section 1; 16 Sections 2; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; 23; 29; 30; 31; 32; 33; 34; 35; 36 Sections 1, 2, 4, 5, 6; 37 and 38.

The City agrees to defend, indemnify, and hold harmless the Association and its officers, agents, representatives, and Officers from any action, at law or in equity, brought by any Assistant Chief or other member(s) of the unit regarding this Section.

Section 7. Uniformed Evidence Detective Initiative[6]

~~In the 2009 - 2014 Agreement, the Chief implemented an expansion in the Detective Investigator classified job description in accordance with the provisions of this Article to include 154 Detective Investigator positions. Even if they are on an existing eligibility list,~~ Officers promoted to Detective Investigator on or after March 4, 2011 ~~the classification change~~ shall be subject to assignment in both the traditional Detective Investigators positions and in Uniformed Evidence Detective (U.E.D.) patrol assignments. Should they choose to waive their "grandfathered" status,

[6] A11, Sec. 7 – SAPOA proposal 2-26-2021

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Detective Investigators currently assigned to the Crime Scene Unit may be assigned by the Chief to Uniformed Evidence Detective Patrol assignment. Additionally, all other Detective Investigators promoted prior to the amended Detective Investigator job classification, who do not opt into the initiative, shall not be ordered to accept assignments to U.E.D. positions, but any Detective Investigator who voluntarily opts into the initiative and a U.E.D. assignment, shall be subject to such assignment from that point forward and shall be subject to the new classified job description for the Detective Investigator rank. Officers on a current Detective Investigator eligibility list will be subject to a promotion with assignment to a U.E.D. slot upon the implementation date of the initiative. When a detective investigator promotion is accepted, the Officer is subject to the new Detective Investigator classification and all assignments including assignments. Given the full implementation of this change in the classified Detective Investigator position, sole control over staffing levels in all positions and ranks shall be within the authority of the Chief and the City Council in accordance with the Provisions of Chapter 143. As implementation of the UEDI is completed the 70%-30% civilian to uniform balance, as per Article 39, of the current CSI unit will be phased out on a pro rata basis with the departure of uniformed officers from the unit. Any new Major Crimes CSI or similar unit that is created in the future will retain sworn supervisors for civilians.

Section 8.

Any promotional exam approved by the Civil Service Commission prior to the signing of this Agreement will be handled in accordance with the previous Agreement, except as specifically provided for Detectives on any current eligibility list in Section 7 above.

Section 9. Study on Improving the Promotional Process

The City and the Association agree that the purpose of the promotional process is to promote the best qualified or suited candidates for advancement in the San Antonio Police Department; and that all subjective and objective police promotional standards or models for selecting the best qualified or suited candidate should be considered, including but not limited to, employee performance review. The City and the Association agree that within ninety (90) calendars days of the effective date of this Agreement, the Parties shall select representatives to review police promotional standards or models in an effort to improve the selection of the best qualified or suited candidates for advancement. If the parties reach an agreement that requires the amendment of this Agreement, the Association and the City may seek ratification of this Agreement, and if approved by the majority of Association member voting and a majority of the City Council voting, it shall be attached as a part of this Agreement. [7]

Section 10 9. Preemption.

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive order, local ordinance, City policy Civil Service Commission rule or other City or rule, which is in conflict with or is inconsistent with this Agreement and the

[7] A11, Sec 9 – SAPOA proposal 2-26-2021

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procedures developed hereunder, including for example and not by way of limitation any contrary provisions of Sections 143.028, 143.029, 143.031, 143.032, 143.033, 143.034, 143.35 and 143.036.

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ARTICLE 12
Seniority

Section 1. Seniority Defined.

Seniority in this Article shall be defined as the length of service by an officer within his 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 section, unit, or detail for purposes of this Article. Assignment of sections or districts shall not be subject to the provisions of this Article, except in Section 6.

Section 2. Six-Month Requirement.

When an Officer transfers from one section, unit, or detail 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 premium relief days become open, the incoming officer, including Officers newly-promoted, may, after serving in the section, unit, or detail for six (6) months, then exercise his seniority in bidding for the premium relief days. 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 section, unit, or detail; 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.

Section 3. "All Other Things Being Equal" Defined.

"All other factors being equal" is intended to relate to the total performance of an officer. In the event an Officer is denied premium relief days 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.

Section 4. Military or Duty-Connected Disability.

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.

Section 5. Seniority Tie-Breaker.

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 promotional list shall be the senior.

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Section 6. Certain Officer Transfer Rights.

This Section applies only to those Officers holding the rank of Patrol Officer, Detective Investigator or Sergeant assigned to the Day (A Shift), Evening (B Shift), Dog Watch (C Shift), or the T shift of the Patrol Division. To the extent that this Section differs with Sections 1, 2, 3, 4, or 5 above, this Section shall prevail so far as the affected shifts are concerned.

When an assignment is declared vacant in a section of the Day (A Shift), Evening (B Shift), Dog Watch (C Shift), or the T shift of the Patrol Division, the opening shall be awarded to the most senior officer on that shift of the applicable rank who voluntarily requests that assignment. In the event no officer of the applicable rank from that shift requests the assignment, any officer of applicable rank from the remaining shifts may request the position and it shall be awarded to the most senior officer. If the only officers voluntarily requesting the assignment have not been assigned to one of the Patrol Division shifts for six months (and therefore have no seniority rights), the position shall be awarded to the officer whose seniority rights will be reinstated soonest, regardless of their actual seniority on the Department. Detectives assigned to the Patrol Division as Uniformed Evidence Detectives shall participate in a separate SCHARDS system.

Once an officer has been transferred, he will then be able to exercise his seniority based on the next available opening on that shift; provided, however, that officers transferring from outside the affected shifts shall not be eligible to exercise their seniority rights until six months have expired from entry into the affected shifts with the sole exception that officers transferring from one of the Patrol shifts to another Patrol shift shall be entitled to use his seniority in bidding on vacancies in conformance with this Section immediately.

Officers transferring from one of the Patrol shifts to another shift or to another unit or division shall lose their vacation request time and will have to put in for a new vacation schedule based on available openings on that shift.

Any officer covered by this Section may be removed from a position he occupies to another position within the specified shifts, provided such is done on the basis of reverse seniority (i.e., beginning with the least senior person). Probationary officers have no protection under this article. The Manpower Allocation Detail or the FTO Coordinator controls probationary officer assignments.

Nothing in this Article shall be construed to limit in any fashion any right currently vested in the City by virtue of this Agreement, except as explicitly modified by this Article and such modification shall be limited solely to the specific provisions of this Article. These rights include, but are not limited to, the right to determine when a vacancy exists, to determine the number of positions to be assigned to a division or shift, to transfer any person from the shifts

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covered by this Article to any position outside of those shifts, to make assignments of officers not covered by this Article, and to make assignments of officers affected by this Article in conformance with the provisions contained herein.

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ARTICLE 13
Hours of Work

Section 1. General Provisions.

A. Work Period. Officers will continue to work a seven-day work period in accordance with past practice, as opposed to other work periods under the Fair Labor Standards Act. A "work period" means a regularly repeating seven day calendar cycle that consists of five, 8 hour or four 10 hour days.

B. Contractual Overtime Provision. By past practice and through this Agreement, the City has established a pay pattern that allows Officers to receive overtime payment in pay or compensatory time for any hours outside of the Officer's regularly scheduled shift or workday. Nothing in the Agreement including Section l(C) below is intended, designed, or will change this practice. The City agrees it will continue to pay Officers for overtime in pay or compensatory time in accordance with this Agreement for any hours outside of the Officer's regularly scheduled shift or workday.

C. FLSA 207k Partial Exemption. The City and the Association agree, that under the federal Fair Labor Standards Act, the City is entitled to the 43-hour exemption from payment of FLSA statutory overtime compensation. This means that the City is not required by federal law to pay overtime to Officers until after the Officer has worked 43 hours in a workweek. Within the context of this Agreement however, the City shall continue to pay all contractual compensation in accordance with Article 8 Maintenance of Standards, and in accordance with Section B above, which is enforceable by the grievance procedure of this Agreement. However, the City retains the right under Article 7, Management Rights, to change any process, accounting procedure, forms, periods, or other aspects of accounting practices if it reasonably determines that such change is necessary to comply with state or federal overtime law. The City and the Association agree that the City shall not be obligated in any FLSA enforcement lawsuit to pay overtime until a 43-hour threshold is reached.

Section 2. Local Government Code Section 142.0015 Override.

Section 142.0015 of the Local Government Code provides among other things, that officers may not be required to work over 40 hours in a week unless an "emergency" has been declared. Texas law, including but not limited to Section 174.006(a) of the Local Government Code, allows the parties to this Agreement to override and change that standard, and the parties expressly agree to override it. Accordingly, the Chief or any supervisor shall continue to be entitled to require work by officers beyond the regularly scheduled shift hours in a day, and over and above the 40 regularly scheduled hours within a seven-day work period. This practice, which the parties agree is both legal and proper without the need for a declaration of "emergency," will continue as a benefit to both the City and the Association, as a contract

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provision which has been continuously in effect under all previous collective bargaining agreements. Any claim for additional wages based upon Section 142.0015 is expressly waived in consideration of the finalization of this agreement.

Section 3. Non-Shift Schedules

Officers who are not subject to shift work, or covered by other provisions of this Agreement, shall work eight (8) consecutive hours except for interruptions for lunch periods. The workday 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 (45) minutes for lunch.

Section 4. Break Periods.

City policy has for some time permitted two fifteen (15) minute coffee and/or rest breaks per day when they can be taken without serious interference with the work at hand. Such breaks are normally taken mid-morning and mid-afternoon for Officers working non-shift, and for shift workers at comparable time during the shift. This policy shall continue to apply to the Department; 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.

Notwithstanding this provision for compensation as to lunch, coffee, and/or rest breaks, Officers remain within full coverage and benefits, not limited to life insurance, health insurance, and Texas Workers' Compensation Act, if the Officers are traveling to or from lunch or breaks or during lunch or break time and are performing activities that are in furtherance of the affairs or business of police work. This shall apply unless the activities are specifically excluded by the provisions of the Texas Worker's Compensation Act and the rules of the Texas Workers' Compensation Commission, or are excluded by the standards set fotth in Article 36 of this Agreement.

Officers who have by practice worked an eight (8) or ten (10) consecutive hour workday, which included a thirty or forty-five minute lunch break, and are not specifically covered by the sections below will continue to do so.

Section 5. Hours for Certain Patrol Division Units.[8]

Patrol Officers working on the Daylight ("A" Shift), Evening ("B" Shift), or Dog Watch ("C" Shift), or on the "T" shift of the Patrol Division shall work a seven (7) day work period, with daily hours compensated at straight-time according to assignments as follows:

Patrol Officers on the Patrol Daylight "A" Shift shall work from 6:00 a.m. to 2:00 p.m., with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. Supervisors for this

[8] A13, Sec. 5 – **Note**: Waiting for COSA proposed language

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shift shall work from 5:30 a.m. to 1:30 p.m.

Patrol Officers on the Patrol Evening "B" Shift shall work from 1:30 p.m. to 9:30 p.m., with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work from 1:00 p.m. to 9:00 p.m.

Patrol Officers on the Patrol Dog Watch of Night "C" Shift shall work from 10:30 p.m. to 6:30 a.m., with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work from 10:00 p.m. to 6:00 a.m.

Patrol Officers on the Patrol "T" Shift shall work from 5:00 p.m. to 3:00 a.m. with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks. Supervisors for this shift shall work from 4:30 p.m. to 2:30 a.m. There shall be an overlapping shift change with one roll call.

The Downtown Foot/Bicycle Patrol Unit officers shall be assigned to work one of two (2) ten- hour shifts per day, daylight shift 7:30 a.m. to 5:30 p.m. or 5:30 p.m. until 3:30 a.m., with thirty minutes off for lunch and two fifteen (15) minute coffee breaks.

All supervisors assigned to patrol shifts shall report thirty (30) minutes prior to their shift and complete the shift thirty (30) minutes prior to scheduled shift hours with the exception of Bike Patrol.

If an Officer requests a thirty (30) minute meal break and is denied such request because of press of business a second time within such shift, and as a result thereof requests thirty (30) minutes of compensatory time or pay at straight time, said officer must submit an "incident report" to the Section Sergeant as to the reasons why the officer could not take said meal break. The granting of or the refusal to grant the compensatory time or pay at straight time by the Section Sergeant shall be final and binding on the officer, with no rights of appeal to the Commission and/or grievance and arbitration as provided elsewhere in this Agreement.

The City will continue to compensate Officers who work shifts for the thirty minute lunch, coffee and/or rest breaks; however, the time permitted by this article for those time periods shall in no event constitute time actually worked by an Officer unless that Officer is ordered by a supervisor to resume duties, or obtains supervisory authorization to do so.

Section 6. Hours for Certain Units.[9]

Officers working on the daylight or night shift of CID or who are assigned to positions equivalent to those assigned to CID and who investigate criminal cases, file charges and dispositions, or who work in an undercover capacity shall work a seven (7) day work period with daily hours compensated at straight-time as follows:

[9] A13, Sec. 6 – **Note**: Waiting for COSA proposed language

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A. Officers below the rank of Lieutenant assigned to the daylight shift in CID or equivalent as described above may work from 7:45 a.m. to 5:45 p.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

B. Officers below the rank of Lieutenant assigned to the night shift in CID or equivalent as described above may work from 7:00 p.m. to 5:00 a.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

C. Officers above the rank of Sergeant in the units operating under the ten (10) hour work day shall continue to work a tour of duty consisting of eight (8) hours and forty-five (45) minutes, with forty-five (45) minutes for lunch and two fifteen (15) minute coffee breaks, and shall be entitled to Saturday and Sunday as their regularly assigned relief days.

D. All existing schedules for units or Officers not specifically provided for in this Article remain under the discretion of the Chief.

E. Officers subject to the ten (10) hours, four (4) day workweek shall include, but not be limited to, the following or successors in function:

Off-Duty Employment Property Crimes Homicide
Robbery Sex Crimes
Night C.I.D. Detectives Repeat Offenders Program
Technical Investigations Detail Financial Crimes
Vehicle Crimes Wrecker Service

Officers assigned to the above units will continue to work the hours currently prescribed for those units and with lunch and break hours currently provided. It is not the intent of either the City or the Association to delete any unit currently operating under a four (4) day workweek as of the effective date of this Agreement.

Breaks are normally taken midway through the first half and midway through the second half of a tour of duty. 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.

Section 7. Adjustment of Working Hours.[10]

The Chief shall have the right to adjust the working hours, and starting and ending time of any shift, or the units of C.I.D. covered by the ten (10) hour work day provided that such change does not cause an employee to work in excess of an average forty (40) regularly scheduled hours in a work period. In no case shall any changes in starting and ending times of shifts covered by Section 5 and 6 above exceed one hour in each calendar year. In the event the Chief decides to exercise his rights pursuant to this section, he shall notify the President of the Association in writing of the anticipated adjustment at least thirty (30)

[10] A13, Sec. 7 – **Note**: Waiting for COSA proposed language

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calendar days prior to implementation. The Association shall have fourteen (14) calendar days from the date so notified to submit any comments or objections to the proposed change in writing to the Chief. If objection is expressed by the Association, representatives of the Association and the Chief shall meet to discuss the anticipated adjustment within the next succeeding seven (7) calendar days. This right shall not be subject to appeal pursuant to the grievance procedure contained in Article 15 of this Agreement, with the sole exception that the issue of regularly scheduled work in excess of the average forty (40) hours in a workweek may be appealed pursuant to the grievance procedure. Nothing in this section shall be construed in any fashion to limit the Chief s right to establish the working hours of units not covered by Sections 5 and 6.

Section 8. [11]

~~Both parties to this Agreement have a mutual interest in the maintenance of a "T" shift in the Patrol Division in order to accomplish better Officer availability and coverage during peak periods for police response and patrol activity. The "T" shift was created and fully implemented in the 2009 – 2014 Agreement. The parties agreed that after full implementation of the "T" shift, at or above 226 allocated positions, the Chief shall have the final authority to determine any later reallocation of Officers among the four shifts, and to manage staffing based upon the need for service, call loads, and other demands on shift personnel. It was further agreed that no grievance would be authorized after full implementation was achieved.~~

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[11] A11, Sec. 8 – SAPOA proposal 2-26-2021 / **Note**: Delete Sec. 8 covered in Sec. 5 Hours for Certain Patrol Division Units

ARTICLE 14
City Property/Off-Duty Employment Office[12]

Section 1. Introduction.

The existing policies for off-duty employment shall prevail, except that on matters involving jurisdiction or conflict of interest, the Chief shall have the right to amend the existing policies, subject to grievance procedure outlined in Article 15 of this Agreement. Provided, however, this article shall no longer permit a distinction between public and private events nor between for- profit and non-profit entities.

Section 2. Off Duty Office.

The City shall establish an office staffed with a minimum in rank of one Sergeant, sworn support personnel, on-duty transportation and office equipment necessary to handle requests of officers to work at City facilities. Such office shall be located in the Convention Center complex. Office space only, without additional staffing, shall be provided at the Alamodome.

Section 3. Use of Sworn Personnel at City Facilities.

A. The City shall utilize only sworn Officers for the purposes of providing security, crowd control, and other police-related activities at all City facilities. This shall not include ticket takers, badge checkers, or individuals whose duty is to enforce house rules. The Association recognizes that the City has legitimate reasons to work with performers or entertainer's special security needs. The City shall include in every contract for the use of City facilities that any vendor or lessee using said facility shall use only sworn Officers procured through the off-duty employment office for security, crowd control and other police-related activities while using the facility, and that number of Officers determined to be necessary by the off-duty employment office shall be paid by the vendor or lessee.

For the purposes of this article, City facilities shall include only the following:

(1) The Convention Center Exhibit Halls and Banquet Halls or future expansions

(2) The Lila Cockrell Theater

(3) Market Square

(4) Market Square's Centro de Artes Ballroom; Fiesta Room; and Farmers Market

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[12] A14 – **Note**: Waiting for COSA language

(5) La Villita

(6) The Alamodome

(7) Municipal Auditorium (unless and until it is transferred to another entity, public or private, as to its ownership or operation)

B. All Officers assigned to work at City facilities on an off-duty basis shall be compensated as follows. Police Officers, regardless of seniority or other compensation, shall be paid at 1.2 times the officer's straight time rate (not including longevity) for an Officer at Step C of the salary schedule found in Attachment 2 of this agreement. All supervisors, regardless of rank or seniority, shall be paid at 1.2 times the straight time hourly rate for a Sergeant at Step A of the salary schedule (not including longevity) if working in a supervisory capacity for the vendor. The straight time rate shall be computed by multiplying the Officer's appropriate monthly rate from Attachment 2 by twelve (12) months and dividing that product by 2080 hours in a work year. All payments will be made utilizing the Officer's bi-weekly payroll check.

C. The office of the Chief of Police shall have the responsibility of staffing all City facilities with sworn Officers. The number of officers needed at any one such prope1iy or facility shall be within the exclusive prerogative of the Chief. The Chief shall establish and maintain a Department Procedure for administering this Section. The Procedure shall include sign-up, notification on a rotating basis, and other policies necessary for the administration of this Section.

D. The City agrees to pay Officers who work any Fiesta events and related activities in an off-duty capacity at Fiesta Pay, which shall be base plus longevity, times two (2). The City agrees to maximize the use of off-duty personnel who have signed up on the volunteer roster, and to minimize the use of on-duty personnel, subject to the other provisions herein. Fiesta activities and events will be those that are defined in the Official Fiesta Calendar published each year by the City and the Fiesta Commission. Events such as basketball games, concerts, or trade shows unrelated to Fiesta during the calendar days of Fiesta shall be paid at the regular overtime rate unless insufficient volunteers sign up for such events, then all volunteers whether or not from Fiesta volunteer roster shall receive Fiesta pay. Easter Sunday will not be covered under this Section but is covered under Article 20, Holidays, Section 1.

E. The City and the Association shall not grant any exceptions to this Article, with the sole provision being that Officers who "volunteer" their time without remuneration, of any type, may work charitable events. "Volunteers" are not exempt from the requirements for off-duty employment at City facilities, even where such volunteers under this paragraph are working on City facilities, and written permission for volunteers to work at City facilities must be approved by the Office of the Chief or his designee.

F. Nothing in this Article precludes the City from utilizing personnel from private security companies to provide day-to-day security for any of the facilities listed in paragraph A

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above.

G. The City shall first be required to call or otherwise make available the opportunity for off-duty placement to SAPD personnel, and then to non-SAPD certified peace officer City employees. After having done so, the City may fill any remaining need for certified personnel with employees of other agencies outside the City organization.

H. The Association, on behalf of the Department, will apply and coordinate any paperwork necessary to comply with the Private Security Act of Texas.

I. Section 7(p)(l) of the Fair Labor Standards Act makes special prov1s10ns for Officers of public agencies that, at their own option, perform off-duty employment. This FLSA section provides that the City may facilitate the employment or affect the conditions of the Officer's off-duty employment. Additionally, the City may keep a roster and select from the roster, negotiate the Officers pay, retain a fee for administrative expenses, require the individuals who are hiring the officers to pay the costs directly to the City and establish procedures for the Officers to receive their pay, and require Officers to observe normal standards of conduct during their off-duty employment and enforce such requirements through disciplinary action

Since the off-duty employment provision was placed into the Agreement in 1988, the City and the Association have worked together to assure compliance. The Agreement of 1988 established an off-duty employment office and established off-duty compensation at the rate of 1.5 times an Officer's overtime rate in accordance with the Officer's rank. This was renegotiated in 1994 and reduced to 1.2 times the straight time for an Officer at Step C. Additionally in 1994, the City agreed to provide Officers the opportunity to take compensatory time instead of pay for off-duty purposes. This was considered a pass through of the pay benefit and was not intended or designed to impugn the separate and independent employer relationship outlined in Section 7. This Agreement removes the compensatory time payment allowance to eliminate any challenge to that relationship. In furtherance of the Agreements, the City has paid Officers in the rare instances where vendors did not pay. This was considered an important benefit to Officers and not designed or intended to alter the separate and independent status of outside interests utilizing City facilities. The City and the Association have a continued relationship within the scope of the Agreement that allows the City to negotiate Officer pay rates and conditions of off-duty employment while maintaining a separate and independent status from the individuals contracting to utilize City facilities and off-duty Police Officers.

J. Officers participating in the off-duty employment opportunities provided through this Agreement are working off-duty for the lessees of city facilities and not for the City or the Department. In the event of any ruling or holding by a Court or any determination by the Department of Labor that non-payment by vendors makes the City liable for FLSA overtime as the employer of Officers, the City may require that officers sign an agreement agreeing to look solely to the vendor for payment; provided, however, that the City will implement reasonable practices for collection of accounts in order to

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achieve collection of such amounts in a commercially reasonable manner.

K. In the event of any ruling or holding by a Court or any determination by the Department of Labor that results in altering or changing the benefits provided by this Agreement under this Article or challenges the ability of the City to determine compensation under this Article, the Association agrees that the City shall not be subject to provide additional wages, compensation, or incentives of any kind beyond that which is specified in this Article for purpose of off-duty employment at City facilities. To assure this outcome, the City and the Association agree to meet within ten (10) calendar days of the ruling, holding, or determination in an effort to resolve any conflicts with this Agreement. In the event that a compromise cannot be reached within the ten (10) calendar day window period, the City and the Association will submit all unresolved issues within thirty (30) calendar days before a neutral arbitrator selected by the parties. If the parties are unable to agree on an arbitrator, the parties will each submit the name of a qualified neutral person with DOL, judicial, or litigation experience in overtime and FLSA compliance in matters involving law enforcement officers. The two neutrals will select a third qualified neutral with the same experience who shall serve as the chairman of the arbitration panel. The dispute shall be submitted to the arbitration panel within ten (I 0) calendar days of their appointment. The hearing shall be conducted under Rules 5-10 of the Expedited Labor Arbitration Rules appended hereto as Attachment I . The arbitration panel shall determine a decision within thirty (30) calendar days of their appointment. The arbitration panel's authority is limited to all claims or issues under this section; however under no case shall the arbitration panel issue a ruling that has the effect of changing compensation rates provided by this section. The decision shall be final and binding on all parties, and this process shall be exclusive for all claims or issues relating to the ruling, holding or determination which initiates the process. Officers seeking redress for off-duty employment grievances not relating to such issues shall do so on an individual basis and in accordance with the Grievance procedure of this Agreement.

L. Officers shall be paid, in addition to the compensation for hours worked for lessees using City facilities, the City "special event" parking rate, which shall be an additional cost charged to the lessee as a part of total Officer security costs. This parking reimbursement shall be paid for one parking rate per day.

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ARTICLE 15
Grievance Procedure

Section 1. Scope of Procedure.

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this grievance procedure. Disciplinary matters which are subject to the jurisdiction of the Commission pursuant to Chapter 143 Local Government Code are not subject to this procedure but are covered in Article 28 of this Agreement. Where a statutory claim is asserted before any administrative agency or court, which claim(s) arises from the same factual occurrence made the basis of a grievance, the grievance shall be abated until final disposition or settlement of such claim(s), unless the Officer agrees with the employer and the Association to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure herein. Any alleged violation(s) of Article 4, Section 2(F), of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the officer to submit such issue(s) to the grievance procedure.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the officer or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

Section 3. Steps.

A grievance within the scope of this procedure as defined in Section I above shall be handled as follows:

Step 1. Any Officer having a matter which is felt to be a grievance, first must within twenty-one (21) calendar days of the actual or constructive knowledge of the occurrence or the event causing the problem submit such grievance in writing to the Association with a copy to his immediate supervisor. Said determination of whether a grievance exists shall be made by an Association Grievance Committee. The Chief may appoint one (1) non-voting member of the Committee. The Committee may exclude the Chief s appointed member from deliberations. If the Association exercises this right, the Chief of Police shall be entitled to exclude Association representatives from any administrative meeting, procedure, or process, where their presence or participation has been allowed, notwithstanding the provisions of Article 8. The Association Grievance Committee shall meet and render its decision in writing within thirty (30) calendar

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days of the receipt of the written grievance by the officer.

In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved officer, shall prepare a formal written grievance on behalf of the aggrieved Officer and proceed to Step 2. Nothing herein prohibits the City from challenging whether a grievance is timely.

It is the intent of the parties to attempt to resolve disputes and grievances over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Association from meeting and conferring with the City, Chief or their designees in an attempt to resolve the alleged grievance before the time limits in Step 1 expire.

Step 2. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have fourteen (14) calendar days to act on the grievance and render a decision in writing.

Step 3. If the grievance is not resolved at Step 2, the matter shall be submitted in writing to the Human Resources Director within seven (7) calendar days from the decision at Step 2.

The Human Resources Director shall within five (5) calendar days submit the matter to the City Manager who shall review the matter and shall render a decision in writing within fourteen (14) calendar days. The Human Resources Director shall obtain the response from the City Manager or his representative and notify the President of the Association of the response and results within five (5) calendar days.

Step 4. If the grievance has not been settled at Step 3, the parties shall have seven (7) calendar days from the date the Human Resources Director notified the President of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Human Resources Director. 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 seven (7) calendar days, may be submitted to arbitration for adjustment.

Section 4. Arbitration.

If a grievance is submitted to arbitration, within fourteen (14) calendar days, the City and the Association shall agree upon an arbitrator. The parties may mutually agree to elect to use a panel arbitrator or expedited process pursuant to the provisions in Article 28 (Disciplinary Actions). For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within fourteen (14) calendar days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator.

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The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules which are found as Attachment 1 to this Agreement and are incorporated herein by reference.

Upon written request delivered at least seven (7) calendar days prior to the date of the hearing, a party to the proceeding shall provide to the opposing party the names and addresses 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 parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar 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, consistent with, but not bound by, the 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 requested within seven (7) calendar days prior to the hearing.

The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association.

The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

Section 5. Miscellaneous Provisions.

A grievance contesting action by the City Council or City Manager shall be filed at Step 3 instead of Step 2.

The President of the Association may file a class action grievance on behalf of bargaining unit members similarly situated at Step 1 within twenty-one (21) calendar days of the officer or officers' actual or constructive knowledge of the occurrence or event causing the problem.

The Chief s representative to the Association Grievance Committee may submit for the Committee's consideration any evidence that the grievance has been addressed or resolved in a previous grievance or an arbitrator's award. If the current grievance, or an issue of the current grievance, is determined by the Grievance Committee to have been previously resolved, the current grievance, or the issue of the current grievance, will be deemed as denied by the

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Grievance Committee and the grievant will be bound by the previous resolution.

With the exception of all grievances filed prior to the date of execution of this Agreement, if a grievance has not been finally resolved within three hundred and sixty five (365) calendar days from the date of appeal to arbitration, and no mutually agreed time extensions exist or are requested by either party to the grievance, the grievance will be deemed to have expired. Grievance extensions will not be unreasonably denied under this paragraph.

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ARTICLE 16
Wages

Section 1. Wage Schedule.[13]

~~Effective October 1, 2016 and to be paid the week of October 10, 2016, a 3% lump sum payment.~~

~~The lump sum payment will be based on each bargaining unit employee's total compensation earned during the twelve month period ending September 1, 2016. Total compensation includes base pay, longevity, supplemental pay and overtime pay. Total compensation does not include compensation earned through off duty employment assignments.~~

~~Effective October 1, 2017, an across-the-board 3% wage increase.~~

~~Effective October 1, 2018, an across-the-board 3% wage increase.~~

~~Effective October 1, 2019, an across-the-board 3% wage increase.~~

~~Effective October 1, 2020, an across-the-board 2% wage increase.~~

~~Effective April 1, 2021, an across-the-board 3% wage increase.~~

If the members of the fire fighters' bargaining unit reach an agreement on a contract that provides a base pay increase which is greater than 14% over the term of their Agreement (which shall include the full period from expiration of their last agreement, whether or not pay changes apply to all or any portion of prior or "retro" periods), the members of the police officers' bargaining unit will receive an across-the-board increase equal to the amount over 14% afforded to fire fighters. This provision shall only apply during the primary term of this agreement, and not to any extension or "evergreen" periods.

The average base pay calculation for the fire fighters' bargaining unit outlined above will be determined after offsetting the value of any base pay increase to the fire fighters agreed to in exchange for health benefits or other economic concessions. There shall only be an offset for purposes of this formula if there is a direct correlation between concessions on current economic benefits and base pay. Accordingly, if any potential across-the-board increase to the police officers' bargaining unit under this provision is determined to apply, it will be equal to the average afforded to the fire fighters minus the offset.

A. Police Officer Rank Step Schedule.

Wages shall be paid in accordance with the schedule outlined in Attachment No. 2, and incorporated herein. A Police Officer shall serve one (1) year in Step A and then will be moved to Step B of the pay schedule, upon completion of the education requirements

[13] A16, Sec. 1 – **TBD**

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contained in Article 33, Section 2. Upon completion of five (5) years of commissioned service, an Officer is moved from Step B of the pay schedule to Step C.

Police Officers with at least ten (10) years seniority in rank and forty (40) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step D which shall be two percent (2%) increase above a Step C.

Police Officers with at least fifteen (15) years seniority in rank and sixty (60) accredited college hours or twenty (20) years seniority in rank shall be eligible for Step E which shall be two percent (2%) increase above a Step D.

Police Officers with at least twenty (20) years seniority in rank and sixty (60) accredited college hours or twenty-five (25) years seniority in the rank shall be eligible for Step F which shall be two percent (2%) above a Step E.

Those Police Officers who have achieved Step D, E or F may be identified by an appropriate insignia approved by the Chief to be worn on the sleeve of the uniform shirt and/or jacket.

B. Detective Rank Step Schedule.

Detectives with at least five (5) years seniority in rank and forty (40) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be three percent (3%) increase above Step A, i.e., entry level into the Detective rank.

Detectives with at least ten (10) years' seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step C that shall be three percent (3%) increase above Step B.

Detectives with at least fifteen (15) years seniority in rank and sixty (60) accredited college hours or twenty (20) years seniority in the rank shall be eligible for Step D that shall be two percent (2%) above Step C.

C. Sergeant Rank Step Schedule.

Sergeants with at least five (5) years seniority in rank and sixty (60) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Sergeant rank.

Sergeants with at least ten (10) years seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step B.

D. Lieutenant Rank Step Schedule.

Lieutenants with at least five (5) years seniority in rank and sixty (60) accredited college hours

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or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Lieutenant rank.

Lieutenants with at least ten (10) years seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step B.

E. Captain Rank Step Schedule

Captains with at least five (5) years seniority in rank and a Bachelor's degree or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Captain rank.

Captains with at least ten (10) years seniority in rank and a Bachelor's degree or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step B.

Section 2. Pyramiding.

Where an Officer is eligible for more than one rate of overtime pay, he shall receive only one of those rates at a time, though it shall be the higher rate.

Section 3. Shift Differential Pay.

A. All Police Officers permanently assigned to begin work after 12:00 p.m.; including but not limited to shifts currently referred to as the Evening "B" "Dog Watch" "C" or "T" shifts are to receive $350 per month differential pay.

B. Only Officers permanently assigned to or on Special Assignment approved through the offices of Division Commanders to begin work after 12:00 p.m. shall receive shift differential pay. Officers on special assignment must work an applicable shift for eighty (80) hours or more of any calendar month to be entitled to differential pay for that assignment for the full month.

C. Officers who are permanently assigned to begin work after 12:00 p.m. and who by assignment have the discretion in their working hours must work an applicable shift for eighty hours or more of any calendar month to be entitled to differential pay for that assignment for the full month.

Section 4. Longevity Pay.

In addition to wages as set forth in the pay schedule, each Officer's base pay shall be increased by three percent (3%) for each five (5) years of his longevity, to a maximum of thirty (30) years, i.e., a thirty year veteran would receive an additional eighteen percent (18%). On each Officer's anniversary date which is not a multiple of five, he shall receive an eight dollar ($8.00) increase

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in his longevity pay per month, provided, however, that he shall no longer receive monthly longevity pay of $4.00 per year of service, to a maximum of twenty-five (25) years as is set forth in State law, and that the eight dollar ($8.00) interim monthly adjustments will not increase any fifth year level.

Section 5. Standby Pay.

All qualified Officers assigned to S.W.A.T., K-9, Bomb, Bomb alternates, Meth Lab Certified Detectives, and Crisis Negotiating teams shall receive One Hundred Fifty-Seven Dollars ($157.00) per month standby pay during each month of active assignment. All Officers assigned to the K-9 Detail shall receive three (3) hours of overtime compensation per workweek and an additional hour-and-one-half (1-1/2) hours of overtime compensation per workweek for each additional animal. Such overtime compensation shall be provided for the housing and feeding of assigned canines. The parties agree that an accurate computation of hours of work caring for a police Dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. If a police dog is retired (taken out of service by the City) the Chief of Police shall award the police dog to the Officer if the Officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.

Section 6. Language Skills Pay.

Each Officer shall be entitled to Language Skills Pay upon satisfactory completion of the testing requirements for proficiency as set forth in Administrative Directive 4.38. The amount shall not be less than the amount payable to other City employees. Any Officer who has not taken or passed the proficiency test shall not be assigned to or required to use second language skills on the job, provided that any Officer whose personal judgment indicates that using a second language is appropriate to the safe and expeditious handling of police business should be willing to do so. No discipline may be imposed for differences in the exercise of such judgment.

Section 7. Helicopter Assignment Pay.

All Officers who are assigned to the Helicopter Unit shall be compensated at One Hundred Fifty-Seven Dollars ($157.00) per month of active assignment. The City shall pay the costs of all required training and seminars needed to maintain the Officer's flight eligibility, certifications and licensing. The City shall continue to provide all safety equipment, including flight helmets, flight suits, and gloves.

Section 8. Drug Recognition Experts.

Officers who are certified by the Sam Houston State University program, and recertified periodically as required by Department policy, and who are assigned by the Chief to provide drug recognition expertise to other members of the Department, shall receive One Hundred Dollars ($100.00) per month for each month of active assignment.

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Section 9. Volunteers in Policing.

Officers (not to exceed the rank of Sergeant) assigned as Volunteers in Policing coordinators, up to a maximum of seven (7), shall receive One Hundred Fifty-Seven Dollars ($157.00) per month for each month of active assignment. The Chief may at his discretion cancel (or reactivate) the Volunteers in Policing assignment pay at any station should the number of civilian volunteers actively participating in the program drop to a number no longer justifying the Volunteers in Policing assignment pay.

Section 10. Overtime, Regular Rate, and other Pay Calculations.

Overtime, pension, Fiesta pay, court and call-back pay, holiday pay, longevity, education, shift differential, FTO, incentive pay (i.e. SWAT, helicopter, VIP, crisis negotiation, K-9, instructors and bomb tech), certification pay and language skills pay will be paid in accordance with this Agreement and past practice.

The Association agrees that, for the term of this agreement (including any extension period), all past pay practices under the terms "regular rate of pay," "rate of pay," or "regular pay" in the previous agreement, including those which have been calculated and paid based on base pay or base pay plus longevity (examples below) are deemed as proper pay practices under the prior agreement and will remain proper under this agreement. Should any grievance contesting the definition or calculation of pay or "regular rate of pay" be filed after August 1, 2003, contesting such "regular rate of pay" issues, it is the position of the Association that said grievance is without merit and will be immediately resolved in accordance with the agreed and accepted past pay practice. This provision is intended to assure that the City will have no such retroactive liability for such pay practices, and has been relied upon by the City in accepting and approving this agreement. This agreed condition is essential to this agreement.

Therefore, in the event of any successful Officer(s) claims, by grievance or lawsuit, under the terms "regular rate of pay," "rate of pay," or "regular pay"' the Association agrees to share in the liability by special assessment and pay for such claims at the ratio of 50% Association, 50% City. To the extent that any such matters are asserted by suit, the Association shall provide and pay for cooperating joint defense counsel, or pay 50% of the City's cost of defense:

In accordance with arbitration rulings, sick leave buy back and sick leave upon separation pay shall be calculated to include all incentives as used in that calculation for an individual Officer. For purposes of Section 9 of this Article, incentives are defined as those pay additions that apply to an individual Officer. This would include but not be limited to the various assignments pays such as FTO, SWAT, helicopter, SAFFE, and VIP. Also included would be any applicable educational pay, shift differential pay, language skills pay, and certification pay.

Should this Agreement create any new pay categories, such categories shall be included for overtime, pension, and leave upon separation computation unless specifically excluded by

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wording within the applicable section.

This section does not have the effect of altering the duty to pay overtime when required by the FLSA at 1.5 times the "regular rate of pay" as defined by federal law; the parties recognize, however, that this agreement, portions of which predate the FLSA, has not used the term "regular rate of pay" in the manner defined by the statute.

The computation for the calculation of longevity pay will be base pay at the officer's appropriate step multiplied by the percentage increase of the Officer's longevity position plus $8 for each additional year up to a maximum of 4 years.

5 Years	3%
10 Years	6%
15 Years	9%
20 Years	12%
25 Years	15%
30 Years	18%

H. Pay Examples

Longevity: A 22-year patrol officer in step E would make $4,912for base pay times 12% for longevity plus an additional sixteen dollars total for years 21 and 22. (($4,912* .12) +16 = $605.44).

Fiesta Pay shall be double time: Base plus longevity times two (2).

All Past Pay Practices in relation to Court and Call-Back shall continue, except as changed and modified by this agreement.

Court and Call back shall continue to be paid at one and one-half (1.5) x "regular rate of pay" for actual time worked. However, Court and Call back shall never be paid in an amount less than 3 hours x 1.5 x base pay plus longevity. The officer will be given whichever amount of pay is higher but not both.

The Holiday and Premium Holiday rate of pay shall be as follows: Holiday pay shall be compensated at double time, which is the regular rate of pay (inclusive of all the subject officer's incentives or add-on pays) for the day worked, plus credit for the holiday, which is accrued additional leave time; and double time and one half (2.5) on a Premium Holiday, (which is pay for the day worked and accrued additional leave time or payment), depending on which type of Holiday was worked. This is inclusive of all incentive pays for calculation of regular rate of pay for this article.

Example: Regular Holiday: An officer works Memorial Day, 2010, the officer gets paid his regular compensation for the work day and has already been paid incentives for the month. An

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additional day is credited for accrued leave, and not as pay.

Example: Premium Holiday - a step E patrol officer on dogwatch with a Bachelor's degree making $4,912 per month base with 20 years would receive $589.44 per month in longevity. He will receive $350 per month for shift-differential and $315 per month for a Bachelor's degree. $4,912 + $589.44 + $350 + $315 = $6,166.44 per month times 12 months = $73,997.28 divided by 2080 hours worked per year = $35.58 per hour.

In this example for a premium holiday, the officer would receive 20 hours (8 hrs. X 2.5 rate) compensation for an 8 hour day. (20 X $35.58= $711.60), which may be taken as follows:

1. Eight hours regular day wages plus 12 hours compensatory time.

2. Eight hours regular day wages plus 12 hours at $35.58per hour.

3. Eight hours regular day wages plus 8 hours compensatory time and 4 hours at $35.58 per hour.

4. Eight hours regular day wages plus 4 hours compensatory time and 8 hours at $35.58 per hour In the event that an officer works a ten (10) hour work day then the same logic would apply in calculating their compensability.

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ARTICLE 17
Death in Family Leave

In the event of a death in the immediate family of an Officer, the Officer shall be granted consecutive working days off with pay according to the following schedule:

Officers working a five-day forty hour week will be granted four (4) consecutive working days off.

Officers working a four-day forty hour week will be granted three (3) consecutive working days off.

The immediate family shall be defined as mother, father, legal spouse, child, brother, sister, half-siblings, grandparents, spouses' grandparents, great-grandparents, spouses' great-grandparents, mother-in-law, father-in-law, grandchildren, step-parent, step-children and other members of the immediate household residing with the Officer.

Unless exclusive permission is received from the Chief of Police, the working days as outlined by this Section shall be taken within fourteen (14) calendar days from the date of the death of the family member.

Officers on military leave during the time of death of an immediate family member shall not be entitled to the provisions of this Article.

In the case of a death of friends or relatives outside the immediate family, or if an Officer wishes to perform service as a pallbearer, an Officer may request other types of accrued leave. The leave must be approved in advance by the Officer's supervisor.

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ARTICLE 18
Court and Call-Back Pay

Section 1.

"Call back" as used in this Article means an Officer having been released from duty for fifteen (15) or more minutes and called back to report to duty by an appropriate supervisor or authority. Officers failing to complete assigned duties and/or tasks within their assigned tour of duty and are called back or held over to complete the assigned duties and/or tasks within fifteen minutes from being released from duty are not subject to "call-back" as outlined in this Article. Additionally, Officers who voluntarily report to duty prior to roll call and are ordered to perform a duty and/or task are not subject to "call-back" as provided in this Article. However, Officers may submit for time and a half (1-1/2) overtime extending from the end of their tour of duty until such time the assignment has been completed (including court time) and they are released by the appropriate supervisor or from the time they are ordered to perform a duty and/or task upon reporting early to work until the beginning of the tour of duty.

Off-duty court time and call back shall be paid at the rate of time and one-half, with a three (3) hour minimum and paid at double time with a three (3) hour minimum on vacation and relief days.

An off-duty Officer who attends court or a pretrial conference and is dismissed for the remainder of the day before three (3) hours time has elapsed is entitled to three (3) hour minimum. An off-duty Officer who attends court or a pretrial conference in the morning, is released for lunch, and returns to complete his attendance in court or the pretrial conference, is compensated for the actual time spent in court or conference, inclusive of the time he initially reported until final dismissal by the appropriate authority. For example:

- Off-duty Officer Jones attends 150th District Court or Municipal Court 6 at 1000 hours. The judge releases Officer Jones for lunch at 1200 hours with instructions to return at 1300 hours. Ultimately, Officer Jones is dismissed from court at 1400 hours. Officer Jones submits one card for four (4) hours compensation.

When an off-duty Officer attends one court and is released or dismissed prior to the expiration of the three (3) hour time frame and is required to attend a second court immediately after the expired three (3) hours, the Officer will be compensated for two (2) separate three (3) hour court callbacks. For example:

- Off-duty Officer Sanchez attends 150th District Court or Municipal Court 6 at 0800 hours and is finally released at 0900 hours. He then attends 130th District Court or Municipal Court 1 at 1100 hours and is dismissed at 1130 hours. Officer Sanchez submits two (2) cards, each for a three (3) hour minimum.

When an off-duty Officer is requested in more than one court/pretrial conference on the same day, he will be compensated for attending only one (1), if the other appearance times are within three (3) hours of the first one. For example:

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- Off-duty Officer Jones attends 130th District Court or Municipal Court 1 at 1000 hours and is dismissed at 1100 hours. He then appears in County Court 2 at 1130 hours and is finally dismissed at 1200 hours. Officer Sanchez submits one card for three (3) hours compensation.

This provision applies to the following courts in work-related matters or the course of employment only:

A. District Courts.

B. County Courts-at-Law.

C. Grand Juries.

D. Justice of the Peace Courts.

E. Municipal Courts.

F. Civil Service Commission or Arbitration Hearing (when an officer is subpoenaed by the City).

G. Texas Alcoholic Beverage Commission hearings.

H. Federal Court.

I. Administrative License revocation Hearings (ALR).

J. Pre trial conferences.

K. Pardon and Parole hearings.

For purposes of this Article, a vacation period shall be defined as any three (3) consecutive days of paid leave (comp. time, holidays, annual leave) and any relief days occurring within that time period which has been previously scheduled in accordance with regular Departmental policies. Relief days shall not be counted as a part of the three (3) day minimum specified above, provided, however, any relief days occurring during the scheduled vacation period which covers the time from the last hour worked before the start of the vacation period and continues until the first hour worked after the scheduled vacation period shall be considered a vacation day for the purpose of this Article. Relief day shall be defined as covering the time from the last hour worked before the start of the relief day and continues until the first hour worked after the scheduled relief day for the purposes of this Article unless it occurs within one and a half (1 ½) hours of the end of the Officer's duty shift on the last day the Officer worked.

An off-duty Officer who is subpoenaed for and participates in a telephone ALR Hearing set by a

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judge will be compensated for one (1) hour at a rate of time and one-half and paid at double time rate if he is on vacation or on his relief day. In the event the telephone ALR Hearing exceeds one (1) hour, the Officer will be compensated for the actual time spent testifying in the ALR Hearing.

When an Officer is subpoenaed by the respondent to a Civil Service or Arbitration hearing he will be granted compensatory time at the rate of one hour per hour required to satisfy the subpoena to a maximum of three (3) hours.

Section 2.

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 in the morning and/or one (1) hour in the afternoon. An Officer must receive specific notification from court liaison personnel, District Attorney personnel, County Court or District Court personnel, to be on afternoon standby. The "a.m." time is set at 10:00 a.m. to 11:00 a.m. The "p.m." time is set at 1:30 p.m. to 2:30 p.m. Officers placed on stand-by shall be compensated as follows:

A. Stand-by, off-duty on regular work day is one-hour compensation at time and one-half.

B. Stand-by, off-duty on vacation or relief day is one-hour compensation at double time.

C. When an Officer is placed on standby, the Officer must be available by his phone during the specified time period. If the Officer is not available by his phone during the specified time period, the Officer will not be compensated.

D. For an Officer to be placed on standby, he must receive specific notification from Court Liaison Detail personnel, from a judge, or from a district/county prosecutor or District Clerk. When an Officer is placed on standby by a judge or district/county court prosecutor or District Clerk, he must notify the Court Liaison Detail.

E. Officers who are notified by court liaison to appear in court and are subsequently canceled by a proper authority will receive the following:

1. If canceled after 4:30 p.m. of the day before the assigned court appearance date, compensation will be paid according to Section 2, A or B above.

2. If cancelled upon arrival at the assigned court, Section 1 of this Article applies.

Section 3.

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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 as in Section 2 above for each successive day on standby at the applicable rate. Approval for standby for more than three (3) days must be received from the Court Liaison prior to being on standby.

Section 4.

Officers who are subpoenaed by other jurisdictions and have received compensation from those jurisdictions shall not be entitled to compensation as provided in this Article unless the Officer turns over all funds received from the other jurisdiction to the office of the Chief of Police and validates his attendance by completing the necessary forms.

Section 5.

For purposes of this Article, an Officer shall be paid for all hours worked, including travel time, when traveling to courts outside a sixty (60) mile radius of the city.

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ARTICLE 19
Clothing Allowance[14]

Each new Officer shall receive an initial clothing allowance of $480.00.

~~Effective October 1, 2016 the clothing allowance shall be $1,840.00 per year. The clothing allowance will be payable monthly at $60.00 per month. In addition, a one-time payment of $1,120.00 will be paid during the first pay period after October 1, 2016.~~

~~Effective October 1, 2017 the clothing allowance shall be $1,940.00 per year. The clothing allowance will be payable monthly at $60.00 per month. In addition, a one-time payment of $1,220.00 will be paid during the first pay period after October 1, 2017.~~

~~Effective October 1, 2018 the clothing allowance shall be $2,040.00 per year. The clothing allowance will be payable monthly at $60.00 per month. In addition, a one-time payment of $1,320.00 will be paid during the first pay period after October 1, 2018.~~

~~Effective October 1, 2019 the clothing allowance shall be $2,140.00 per year. The clothing allowance will be payable monthly at $60.00 per month. In addition, a one-time payment of $1,420.00 will be paid during the first pay period after October 1, 2019.~~

Effective October 1, 2020 the clothing allowance shall be $2,240.00 per year. The clothing allowance will be payable monthly at $60.00 per month. In addition, a one-time payment of $1,520.00 will be paid during the first pay period after October 1, 2020.

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[14] A19 Clothing Allowance – **Note**: removed expired language

ARTICLE 20
Holidays

Section 1. Holiday Accrual.

Each Officer shall be credited with one day of accrued holiday leave for each holiday adopted by the City Council for each year. Any Officer whose start time for the work shift is on a premium holiday shall receive regular pay plus one and one-half times their base pay plus longevity (with the accrued holiday plus one and one -half times in pay or compensation time, or without the accrued holiday in pay or compensatory time, at the Officer's discretion). Any overtime accrued in excess of the Officer's regular duty hours, during the premium holiday, shall be at one and one half (1 ½) times their base pay plus longevity (in pay or in compensatory time at the Officer's discretion).

Premium Holidays include:

1. New Year's Day,
2. Easter Sunday,
3. Independence Day,
4. Thanksgiving Day,
5. Christmas Eve Day,
6. Christmas Day,
7. New Year's Eve Day

Section 2. Hours of Holidays.

For purposes of this Article, holiday pay and premium holiday pay shall be paid to the Officer if the start time for the Officer's work shift begins during the holiday or premium holiday. Holiday and premium holiday pay shall be paid according to Article 16.

Section 3. Staffing of Holidays.

The Chief has sole discretion to staff the Department on scheduled City holidays in accordance with Article 7, Section l (A), of this Agreement. Such assignments are not subject to grievance or arbitration procedures. Any decrease in staffing on these days will be done by reverse seniority within the details of the unit. Article 12, Seniority, Section 2, applies to this section in that no junior officer will be bumped out of working a premium holiday, if the senior Officer has not been assigned to the section, unit, or detail six months prior to the premium holiday.

Section 4. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and the procedures developed hereunder, including for

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example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047.

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ARTICLE 21
Vacations

Section 1. The City shall provide Officers vacation time on the basis of the following schedule:

Years of Service	Vacation Time
1 through 10	126 working hours
11 through 15	166 working hours
More than 15	206 working hours

Section 2. Vacation time shall be accrued and credited as follows:

A. Officers shall accrue vacation at the rate of ten (10) hours per month, plus an additional six (6) hours on each anniversary date thereafter.

B. On the date an Officer completes then (10) years of service and on each anniversary date thereafter, he will be credited (on a lump sum basis) with forty (40) additional hours of vacation time.

C. On the date an Officer completes fifteen (15) years of service and on each anniversary date thereafter, he will be credited (on a lump sum basis) with forty (40) additional hours of vacation for a total of eighty (80) hours.

D. For purposes of this Article, anniversary date is defined as the annual annibversary of the officer's beginning probation with the Department.

Section 3. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047.

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ARTICLE 22
Miscellaneous Leave Provisions

Section 1. Leave Policies.

All other leave policies in effect at the beginning of this agreement year shall remain in effect for the duration of the Agreement.

Section 2. Leave Pay Upon Separation.[15]

A Police Officer who leaves the classified service for any reason shall receive a lump-sum payment in the full amount of his ending salary for the period of his accumulated compensatory time, holiday hours, sick leave hours (as provided by statute), bonus hours, and vacation hours, provided that such payment, in the case of vacation hours, shall be based upon not more than seven hundred and twenty (720) hours of accumulated vacation leave. The beneficiaries of any police officer who loses his life as the result of an injury or illness in the course and scope of employment or while employed as an Officer shall be paid the full amount of his salary for the total number of his hours of accumulated leave.

Section 3. Leave Buy Back.

The City will buy back or convert either in "pay" or in "other forms of leave," at the officer's discretion up to 120 unused sick leave hours on a one-for-one basis provided that the officer requests same in writing on a form provided by the City by the end of the first pay period in October; and the officer has a balance after the buy back of not less than 400 hours accumulated sick leave, Sick leave buy back will be paid at the regular rate of pay, which includes the incentive pay used in overtime calculations, applicable to the officer at the time the payment is actually paid to the officer for the leave buy back.

Each October, the City will buy back or convert either in "pay" or in "other forms of leave," at the officer's discretion up to 8 unused bonus leave hours on a one-for-one basis provided that the officer requests same in writing on a form provided by the City by the end of the first pay period in October; and the officer has a balance after the buy back of not less than 400 hours accumulated bonus leave. Bonus leave buy back will be paid at the regular rate of pay, which includes the incentive pay used in overtime calculations, applicable to the officer at the time the payment is actually paid to the officer for the leave buy back.

The City shall distribute funds in cash or as other forms of leave. The City agrees to allow Officers to adjust their paycheck the pay period before or after the sale of leave hours in order for the officer to make contributions to their deferred compensation plan.

The Accounting Unit will run in the Daily Bulletin during the month of September notification to the Officer to file, in writing, for the leave buy back. The City will pay the Officer his amount due at the same time as other City employees are paid for their leave buy back but not later than

[15] A22, Sec. 2 Leave Pay Upon Separation – **Note**: Waiting for COSA language

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Christmas Eve day.

Section 4. Bonus Hours Leave.

Each Officer shall be entitled to 8-hours of leave for each quarter of a calendar year (beginning January 1) of "perfect attendance." Officers off from duty for one of the following reasons are not eligible to receive the 8-hour perfect attendance bonus: time off for sick leave; off-job injury leave; military leave in excess of 120 hours in a calendar year; leave without pay; stress leave; and suspensions. Full vacation days, holidays, and/or compensatory time usage that has not been scheduled and documented by the supervisor prior to the end of that officer's preceding day's shift will disqualify an Officer from receiving the perfect attendance bonus. Holidays, relief days, special assignments, administrative leave (with or without pay), and time restored by the Commission or an Arbitrator shall not affect the officer's entitlement to the perfect attendance bonus.

An officer may accumulate no more than 400 hours of perfect attendance bonus hour time.

In the event that an officer has reached the maximum number of Bonus Hours that may be accrued, the excess Bonus Hours may be converted to vacation leave or holiday leave at the discretion of the officer.

Section 5. Compensatory Time Accrual.

Each Officer may accumulate 480 hours of compensatory time.

Section 6. Holiday Leave Accrual.

Each officer may accumulate up to a maximum of three hundred and twenty (320) hours of holiday leave at the rate of at least eighty (80) hours per year.

Section 7. Leave Conversion.

For purpose of clarification only, the following chart details the type of leave and what amounts over the accumulated maximum may be converted into at the discretion of the officer. Officers who have maximum accumulation in leave accrual that cannot be converted into other categories because of maximum accumulation in those categories are subject to Section 8 of this Article.

- Holiday (320 maximum hours) into Vacation
- Vacation (720 maximum hours) into Holiday
- Bonus (400 maximum hours) into Vacation/Holiday
- Sick (1:1) (as applicable per Section 3 above) into Compensatory Time/Holiday/Vacation

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Section 8. Savings Clause.

No officer covered by this agreement shall lose any holiday, vacation, compensatory or bonus hours he accumulated during the duration of this agreement that exceeds the maximum permitted accrual amount allowed by this Agreement, unless, after being given written individual notice to take the holiday, vacation, compensatory or bonus hours within a specified period not less than thirty (30) calendar days, the officer fails to do so.

Section 9. Flex Relief Days

Armed Forces Reserve or National Guard members will be entitled to flex relief days, (RDs), once a month for the purpose of meeting their two-day reserve/guard training commitment. This benefit is in addition to the annual fifteen (15) day military leave policy IAW Federal law.

Section 10. Injury-on-Duty Leave.

Any Officer may be granted Injury-on-Duty (100) Leave by the Chief of Police after three hundred and sixty-five (365) calendar days from the original date of injury if:

A. Medical documentation from the Officer's physician is provided showing additional medical treatment or procedures are needed and are as a result of the original injury.

B. When presented with such medical documentation, the Chief shall have the right to require the Officer to be evaluated by a physician as designated by the City for confirmation of the findings of the Officer's physician. Should the determination of the City's designated physician be different than that of the Officer's designated physician, the two of them shall select a third physician who shall be supplied all pertinent and relevant records of the officer. This third physician shall evaluate said records and, if necessary as determined by him, conduct an additional medical evaluation of the Officer involved. The determination of this third physician shall be final and binding on parties and not subject to appeal to the Commission and/or grievance and arbitration as provided for in this Agreement. Should the determination of the third, independent physician agree with the Officer's physician, the City shall bear the cost of this third physician's evaluation.

If this third physician's evaluation agrees with the evaluation of the City's designated physician, the cost of the third physician's evaluation and examination shall be borne by the Officer.

C. The Officer will not be charged any sick leave during any second or other occurring period of an original IOD incident, but will be granted immediate IOD leave.

D. If it is determined by licensed physicians that the second or subsequent treatment period is not a result of the original injury, the Officer will have the IOD time rescinded and charged sick time. In the event the Officer has no sick time on the books, he will forfeit any other type of accumulated leave on the books to equal this IOD time taken off.

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In the event the Officer has no time on the books, he or she shall pay back the time at one-half of all vacation, holiday, and sick time accumulated until all IOD leave is satisfied.

E. The Chief of Police shall have the final authority and it will no longer be necessary to submit such requests to the City Manager's Office, or City Council, for approval and extended IOD leave. In the event such additional IOD leave is denied, the employee will retain the right to appeal the denial to the City Manager and City Council.

Section 11. Jury Duty.

A leave of absence, without loss of regular pay, shall be granted to an Officer upon his actual jury duty service, unless excused there from; provided, however, that such Officer waives or remits to the City his jury fee and provides proof of jury service verified by the court liaison section and submitted to Police Accounting.

Section 12. Sick Leave Pool.

Each officer shall accumulate 120 hours of sick leave, with pay, per calendar year.

When the total number of sick leave pool hours drops below 5,600, 8 hours of sick leave with pay from each officer participating in the program shall become part of the sick leave pool, and any remaining hours shall continue to be credited to the individual officer.

Officers having opted not to participate will not, under any circumstances, be allowed to enter the pool at any later date. Any Officer who voluntarily drops out of the pool may not, under any circumstances, be allowed to re-enter the pool. Notification to the Accounting Unit must be provided, in writing, by the Officer who drops out of the pool. The Accounting Unit shall include a copy of this report in the Officer's file, and must forward a copy to the Chief s Office for inclusion in the Officer's permanent "201" file. A copy must also be sent to the Association within thirty (30) calendar days of the date the Officer requests to drop out of the sick leave pool. No Officer shall be eligible to draw sick leave pool days until one (1) of his sick days is credited to the pool.

Upon completion of the initial two-month period of employment after graduation from the Academy, each Officer shall have 12 hours of sick leave credited to the pool. In the event of separation from employment prior to completion of the probationary period, the City ay adjust the pool for any sick leave hours not actually earned by the contributing probationary Officer. When an Officer retires or dies, any sick leave accumulated by the Officer that would have otherwise been forfeited shall be credited to the sick leave pool.

The Chief of Police and the President of the Association shall each appoint an equal amount of officers to a committee in rank to administer the sick leave pool. The Committee shall then elect a chairman. The resulting vacancy will be filled by the opposite appointing officer from that receiving the chairmanship. Example: If the Chief of Police appointee is elected chairman, the Association President shall appoint for the created vacancy.

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The Chief of Police will select one Sergeant, one Detective and one Patrol Officer. The Association President will select one Detective and two Patrol Officers. In cases where an officer applies for sick leave pool benefits and holds a rank higher than sergeant, the Chief and President of the Association will each appoint one person of rank equal to or higher than held by the requesting Officer.

All committee members shall be appointed on or before October 1 of each year and shall serve one-year terms. Any vacancies occurring during the course of the term shall be filled within twenty-one (21) calendar days. No person shall be allowed to serve more than one (I) consecutive term. The City shall indemnify, defend, and hold harmless each committee member.

The following requirements determine when a committee may consider when sick leave pool hours may be drawn. A decision by the committee shall be final.

A. Officers may be considered for sick leave pool hours after taking off 120 consecutive working hours of continuous non-job-related illness or injury. The 120 consecutive working hours used for eligibility shall be from an Officer's own accumulated leave and will not be refundable by the Committee or otherwise. The Department shall reimburse the Officer for any type of leave hours used in excess of the 120 consecutive working hours, if reimbursement is approved by the Sick Leave Committee.

B. No officer shall be permitted to use more than 1440 pool hours for a single illness or injury.

C. Pool hours may not be used for injuries or illnesses sustained in the line of duty.

D. The number of hours in the pool shall be solely for the benefit of officers with extended injuries or illnesses, and such hours shall not revert to the accumulated sick leave of individual officers.

E. Pool time may only be used for disability, which is defined as a non-job-related injury or illness, which prevents an Officer from fully performing assigned duties in all major divisions of the Department.

F. The Committee Chairman may at any time or at the request of the Chief of Police reconvene the Committee for further consideration should evidence come forward that would affect the outcome of a Committee decision after a decision has been reached. The Committee by majority vote may extend, reduce, approve, cancel, or deny a pool usage, as the evidence requires.

G. Officers desiring consideration for pool usage may be required to submit to medical examination by a City doctor and may be required to produce medical records, doctor's orders, and any other material necessary to render a decision by the committee.

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H. Upon any Officer being absent from duty 18-work weeks as a result of a single illness or injury, the Chief may require the Officer to submit to a medical examination to determine whether the officer is permanently disabled. When it is determined that an Officer is permanently disabled, the Chief shall be entitled to terminate or retire the officer, whichever is applicable, according to law existing.

I. Officers applying to the Sick Leave Pool Committee for reimbursement of hours used in excess of 120 hours must do so within one year of return to duty, following the illness or injury.

Section 13. Leaves of Absence.

The Chief may grant a leave of absence, without pay, to a maximum of five (5) officers, which granting shall not be unreasonably withheld. The primary purpose of this leave shall be to provide the officer with additional education in law enforcement related areas. Request for leave under this section for the purpose of the Officer continuing full-time formal education at an institution of higher learning shall be given priority. The duration of the leave shall be for a period of time as determined by the Chief, but in no event for a period to exceed three (3) calendar years. Should the leave be for the purpose of pursuing continued formal education at an accredited college or university of higher learning, the leave shall be granted on a semester-by- semester basis.

A leave of absence under this Section shall not be considered a break in service for promotional or seniority purposes. Officers on leave of absence shall not be eligible to apply for or take promotional examinations while on such leave.

An Officer on an approved leave of absence under this Section must return to regular assignment with the City for a period at least equal to the length of his leave. Should an officer fail to return to his regular assignment for such period, the leave taken shall be considered as a break in service for purposes of promotion, seniority, pay, and/or pension.

The Chief of Police may recall an Officer from a leave of absence granted under this Section in the case of an emergency for the duration of the emergency.

Officers on leave of absence may continue pension payments, and the City shall match such payments according to the requirements of state law. However, all other forms of compensation shall be withheld until such Officer returns to full-time status with the Department.

Section 14. Balanced Work Life Environment Study [16]

The Parties agree that creating a balanced work life environment is crucial to maintaining a mentally and physically healthy officer while meeting the work needs of the department; that it is in the best interests of SAPD to allow certain officers to have extended unpaid leave and adaptable work schedules; and that the future needs of SAPD in recruiting highly qualified men and women

[16] A22, Sec. 14 – SAPOA proposal 2-26-2021

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will be greatly enhanced and give SAPD a distinct advantage over competing law enforcement agencies that do not have a balanced work life environment.

No later than ninety (90) calendar days after the effective date of this Agreement, the Chief and Association shall meet and confer over a work life study to create policies and/or amendments to this Agreement, including but not limited to:

- Extended unpaid leave for officers who have an urgent need to care for their children, spouse, parents or family members and return to full time active duty at a later date; and
- Flex time, part time and job sharing work schedules for officers who have an urgent need to cease working full time for a designated period of time and return to full time active duty at a later date.

If the Chief and the Association reach an agreement on amending this Agreement, the agreement is effective only if the members of the bargaining unit ratify and the City Council approves the agreement.

Section 15. Family Leave Provisions [17]

New Family Leave

Members are eligible to receive up to six continuous weeks of New Family Leave at 100% of their compensation after the birth or initial placement of a new child in connection with adoption or foster. The leave must be used within the 12 calendar months following the birth or new placement of a child.

Receiving Employee Eligibility:

1. Birthing and non-birthing parent(s)

2. Employee(s) must be listed on the birth certificate or adoption/foster paperwork

3. New placement of a child age 17 or younger as an adoption or foster

4. Birth or new placement of a child must take place while the employee is actively employed with the City

5. Employees requesting parental leave must apply for FMLA as outlined in AD 4.20, Family and Medical Leave Act

Amount, Time Frame and Duration

[17] A22, Sec. 15 – SAPOA proposal 2-26-2021 / **Note**: Amended from AD 4.4 Leave Administration October 1, 2020

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1. A maximum of six continuous weeks of leave paid at 100% of compensation may be taken once within a rolling 12 month calendar year after the birth or initial placement of a child.

2. An employee may elect to use New Family Leave prior to, subsequent to or in lieu of any accrued leave.

3. Paid holidays taking place while an employee is out on New Family Leave do not extend the period; however, the employee will continue to accrue Annual and Personal Leaves.

4. New Family Leave runs concurrently with any FMLA leave entitlement available to the employee.

5. Requests, which include the dates that the employee wishes to use New Family Leave, must be received by the HR Department at least 30 days prior to the date the employee expects the birth or new placement of a child (or as soon as possible if the event was not foreseeable).

6. HR, whose decision is final, has the right to interpret and deny (or terminate) all New Family Leave requests. New Family Leave requests shall not be unreasonably denied.

Section 16. Phased Down Study [18]

The Parties agree that during the first six (6) months of the Agreement a Committee shall be formed to be comprised of five members to be determined by the City Manager and five (5) members to be determined by the Association to study the concept of a Phase Down transition program that attempts to benefit both Parties.

A Phase Down transition program not dissimilar to what the City of Houston has in place for the following concepts:

- Allowing officers to take leave and payout of balances for sick, vacation, and exception vacation in biweekly amounts(s) until it runs out, with no pay increases and no accruals of vacation, exception vacation, sick leave or holidays; and/or
- Lump sum payment(s) spread out over 2 or more years

Shall be referred to the Committee for study and recommendation to the Parties regarding fiscal, legal, staffing and practical implications of full and partial implementation of such a program.

Both Parties agree that should a formal positive recommendation be forthcoming by a majority vote of the Committee and accepted by the City Manager during the first three (3) years of the Agreement, the Parties shall reopen the Agreement for the sole and exclusive purpose of negotiating this issue. It is understood that no other issues shall be a part of this reopener clause.

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[18] A22, Sec. 16 – SAPOA proposal 2-26-2021

Section 17. ~~14.~~ Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047.

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ARTICLE 23
Working in a Higher Classification

Section 1. Definitions.

"Vacancy" is an encumbered position that is not currently filled.

"Absence" is a position that is currently filled but the individual currently occupying that position is not currently present for duty.

"Investigative assignment" is any assignment that requires investigation where that individual, as part of his job assignment, is from time to time responsible for filing a charge and disposition if one is necessary.

"Undercover assignment" is any assignment that requires investigation where that individual, as part of his job assignment, will work in plainclothes without revealing his identity or occupation in furtherance of an assigned police function and is working for a unit within Criminal Investigation and Intelligence.

Support and assistance functions shall include telephone answering, transport of materials or property, initial or follow-up information intake, or filing or copying functions.

Section 2. Acting In A Higher Position.

When an absence occurs in the positions of Sergeant, Lieutenant, Captain, Deputy Chief or Assistant Chief, and said absence continues from day to day for a period in excess of seven (7) calendar days, the Chief shall assign an Officer to act in the capacity of the absent position. If it is determined that an absence will continue in excess of seven (7) calendar days, and said position is determined by the Chief to be of critical importance, he may, at his sole discretion, fill said absence by appointing from the first day of absence. If another Officer of the equivalent or higher rank is in a position to assume the responsibilities of the absent Officer's position, then the Chief is not required to assign an officer to such position. During service in the acting· capacity, the Officer so assigned shall be compensated at the base salary of the higher position, plus his or her own longevity or seniority pay beginning on the rate of such acting assignment by the Chief. Excepted from this provision is any absence created by operation of Article 3 of this agreement.

If a vacancy is not filled within thirty (30) calendar days in the rank of Sergeant, Lieutenant, Captain, Deputy Chief or Assistant Chief, and the position is not eliminated, then the Chief shall appoint temporarily from the next lower rank some Officer to fill that position until a permanent officer is assigned to fill said vacancy.

Section 3. Temporary Investigative/Undercover Assignment.

A. When an Officer holding the rank of Patrol Officer is temporarily assigned to perform investigative or undercover work outside his/her regular duties in the Criminal

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Investigative Division, the Traffic Investigation Unit, or Intelligence Unit (or its successors in function) said Officer shall be compensated at the base salary of a Detective Investigator with the longevity or seniority pay of his/her permanent rank for all hours worked in that assignment beginning on the date of such acting assignment.

B. The City is entitled to assign Patrol Officers to support and assistance functions in criminal investigative divisions without paying higher classification pay. The City may also assign Patrol Officers within the Department for support and assistance functions as workload requires, without paying higher classification pay.

C. It is understood and recognized that the City may assign Patrol Officers to undercover functions within the Department or with outside agencies, provided that higher classification pay shall be applicable.

Section 4. Exceptions and Grievability.

A. All appointments to a higher classification position shall be done in writing with the approval of the Chief of Police. No Officer will be paid for the performance of higher level work without prior written authorization. The Chief of Police shall unilaterally determine the guidelines for working in a higher classification position and the procedures for which such authorization will be obtained.

B. Any Officer who works voluntarily in an assignment for which sole compensation is in an overtime capacity shall not be eligible to receive higher classification in addition to the overtime pay. (i.e. Patrol Officer working overtime vice assignment will only receive their normal overtime rate for hours worked in said assignment).

Section 5. General.

A. A position may not be occupied by Officer(s) of lower rank, as described above for a period in excess of one hundred and eighty (180) calendar days except for officers working for or assigned to outside agencies (i.e. Drug Enforcement Administration, Federal Bureau of Investigation, etc.) or Officers working temporary undercover assignments for the Police Department.

B. An Officer who works in the acting capacity of a higher position will only be compensated for the hours or days that the Officer actually works in that position and is present to carry on the duties of the higher position. Officers will be compensated in whole hours with a minimum of one-hour. Any hours actually worked over four (4) shall be compensated for a full day.

C. If an Officer requests in writing the assignment of appropriate supervision and his request is unreasonably denied, the Chief of Police shall review such request and make the determination if appropriate supervision is available and make such adjustment as deemed necessary to rectify the situation. This may be accomplished by making a temporary higher

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classification appointment, a reassignment or any other action as determined by the Chief of Police. The determination by the Chief of Police shall be final and not subject to a grievance.

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ARTICLE 24
Police Cadet Hiring Guidelines

Any individual wishing to be considered for employment as a cadet in the San Antonio Police Department must complete the following application and examination process.

Section 1. Submission of Proper Application.

To be considered for the position of police cadet, each applicant must first submit a proper application as defined by the Department. A proper application will include, but is not limited to, a questionnaire that solicits information on an applicant's personal information/history, criminal history, driving record, financial history, employment history, and academic background. The information submitted shall be used by the Department to determine whether the applicant meets both the minimum qualifications and suitability requirements as set forth in the Fire and Police Commission Rules and is therefore eligible for processing, to include testing and potential hiring. Nothing in this article precludes the Department from finding a candidate unsuitable or unqualified after the testing phase. Applicants who are disqualified for failing to meet minimum qualifications per Civil Service Commission Rule VII may appeal the disqualification to the Civil Service Director. Applicants found unsuitable per Civil Service Rule IX may appeal to the Fire and Police Civil Service Commission.

Section 2. Testing of Applicants.

a) The Knowledge, Skills, and Abilities exam ("KSA exam") will be administered to each applicant who is deemed eligible for processing to take the KSA exam, in accordance with Section 1 above. The examination may include testing for counterproductive work behaviors or other similar tests which are job related and validated. KSA exams shall be conducted as needed at a suitable time and location as determined by the Department and may be administered by the Human Resources Department or the Police Department. Each applicant must take the KSA exam and the physical fitness evaluation to continue processing. The City may also utilize a reading comprehension test as a condition for taking the KSA exam. Applicants will be tested to measure the same knowledge, skills and abilities. However, all examinations are not required to be identical.

b) Applicants may be administered exams individually or in a group, at different times and different locations, and the order of the various exams may be changed.

c) An applicant undergoing the physical fitness evaluation must meet or exceed each fitness standard during a single evaluation, practice or final, to successfully complete the evaluation. Applicants will be afforded the opportunity to attend a candidate orientation. Applicants will be allowed two (2) practice evaluations and a final evaluation. In the event an applicant fails the two (2) practice evaluations the applicant will be allowed to take one (1) final retest within twenty eight (28) calendar days of the first evaluation. If an applicant is found unsuitable during the fitness evaluation, the applicant will be ineligible to reapply for six (6) months from the date of their KSA exam.

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d) An applicant who fails to pass the KSA exam may retake the exam after a period of six (6) months from the date of their KSA exam. Applicants will be required to restart the process at Section 1. Submission of Proper Application.

e) Under no circumstances will an applicant be eligible to take a KSA exam within six months of the applicant's most recent examination. Applicants currently processing or on an eligibility list who wish to retest, must first withdraw their current application.

f) A maximum of five (5) additional points will be awarded to the score of the KSA exam of a qualified applicant with a cut off score of 70% (unless a qualified consultant shall determine a different cut off score, based on the statistical validity of the test), if the applicant provides sufficient proof prior to the exam, as follows:

1) Honorable Discharge from the military with at least 180 consecutive days of active duty service. The recently separated or Active Duty, Active Reservists or National Guard member will be awarded five points after receiving a letter from the military members' last/current Commander stating that the military member will receive an Honorable Discharge based on current conditions and has served at least 180 consecutive days of active duty. (5 points)

2) TCOLE peace officer certification of Intermediate or higher or five (5) years experience as a full-time licensed peace officer/law enforcement officer. (2 points)

3) Bachelor's Degree or higher from an accredited learning institution of higher education. (2 points)

4) Associates Degree from an accredited learning institution of higher education. (1 point)

5) Local Resident (an individual residing within the corporate city limits of the City of San Antonio for 180 consecutive days or more at the time of taking the KSA examination. (5 ~~1~~ point)[19]

Section 3. Background Investigation.

A complete background investigation will be conducted by sworn SAPD officers into the applicant's general personal reputation, education, military history, driving record, arrest record, drug usage, employment history, and financial history. The background investigation will be conducted by of the Police Department to determine suitability in accordance with the Fire and Police Commission Rules.

Section 4. Assessment Board Interview.

[19] A24, Sec. 2(f)(5) – SAPOA proposal 2-26-2021

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A panel composed of three (3) sworn trained assessors selected from sworn personnel of the Department will assess the applicant's character and qualifications. The assessment panel may be done in person and video taped, or done on video and assessed by the panel from the video record. The assessment interview process and structure shall be reviewed, developed and validated from time to time by a qualified consultant. The assessment will be conducted to determine suitability in accordance with Fire and Police Commission Rule IX, Section 10.

Section 5. Medical, Polygraph, and Psychological Examinations.

Applicants who receive a conditional offer of employment will be required to pass a medical examination, polygraph examination, and psychological examination as required by the Personnel Rules of The City of San Antonio Fire Fighters' and Police Officers' Civil Service Commission.

Section 6. Appointment.

Once applicants successfully pass all phases of the process as described in Sections 1-5 of this Article they will be added to an eligibility list based upon their ranking from the KSA exam (including any additionally awarded points as listed above). In the event that the City's testing consultant provides a scored assessment board interview, the City may combine that score with the KSA exam score for candidate ranking purposes. The eligibility list shall be dynamic and remain continually active. In the event of equal scores, the date and time of application will be the tie-breaker, with the earliest date and time being given preference. The City's testing consultant may determine a statistically valid band of scores, and all scores falling within the valid statistical band shall be treated as the same score for purposes of processing and selection. The Fire and Police Commission shall receive reports on the progress and status of the eligibility list. No certification of the list prior to processing or hiring shall be required. Appointments to the position of police cadet are made by the Department Head (Chief of Police) based upon candidates who have completed processing. If not otherwise disqualified, found unsuitable or appointed to a cadet class, the application shall expire twelve months from the date added to the eligibility list. These applicants will be eligible to reapply and complete processing as outlined in Sections 1-5 of this Article. The Chief may hire a candidate to begin an academy training class at a date in the future.

Section 7. Local Gov't Code Section 174.006.

Pursuant to Section 174.006 of the Texas Local Government Code, the parties to this Collective Bargaining Agreement intend for the terms of this Article to prevail over any conflicting terms of Texas Local Government Code Chapter 143, Subchapter B**,** Sections 143.021, 143.022, 143.023, 143.024, 143.025 and 143.026 and over any conflicting terms in the Personnel Rules of the Firefighters' and Police Officers' Civil Service Commission of the City of San Antonio. The Civil Service Commission will no longer be required to approve the exam, or to publish or post an exam notice, or to certify an eligibility list or persons from the list for review and selection. Selections shall be made by the Police Chief and not by the city's Chief Executive.

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In superseding these Sections of Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process while providing all candidates a fair opportunity for consideration.

Section 8. Legacy Preferences.

Each applicant who is either a natural-born or adopted child of a police officer who previously suffered a line-of-duty death shall be ranked at the top of any eligibility list in which said applicant receives a minimum cut off score on that respective eligibility exam. The applicant who is the child of a deceased police officer must otherwise satisfy all of the requirements for eligibility for a beginning position in the Police Department as outlined in Sections 1-5 of this Article.

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ARTICLE 25
Initial Probationary Period

Section 1. Police Cadet.

Prior to becoming a Police Officer (probationary), Class 601, an employee is a Police Cadet (602) (civilian) and is not in the bargaining unit. Upon successful completion of the requirements of Police Cadet, the employee becomes a Police Officer (601) (Probationary). On becoming a Probationary Police Officer (601) he/she shall serve a fifty-two (52) week probationary period.

Section 2. Exclusions from the Police Initial Probationary Period.

Periods of twenty-one (21) continuous calendar days or more during which the Officer is on sick or injury leaves, vacations, suspensions, and/or light duty shall be excluded from determining whether or not the Officer has completed the fifty-two (52) week probationary period.

Section 3. Special Assignment.

During the fifty-two (52) week initial period, the officer will be assigned to performing actual police patrol duties and shall not be eligible for any other special assignment during the term of this initial period.

Section 4. Non-Supplanting.

In no event shall probationary patrol officers supplant assigned positions or relief days. Probationary officers may only assume the Field Training Officer's relief days while actually riding with the Field Training Officer or temporary RD's as assigned by the Patrol Assignment Coordinator for training and review procedures.

Section 5. Probationary Dismissal.

Following graduation from the Police Academy, during the Officer's probationary period an Officer may be disciplined or discharged without written notice and/or without cause at the discretion of the Chief. Such action shall not be reviewable by an arbitrator, the Commission, or any court. An Officer does not become entitled to protection against discipline or discharge by the provisions of the civil service law or this agreement, except upon completion of said probationary period. Upon successful completion of the probationary period, the Officer shall be eligible for all rights under this agreement.

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ARTICLE 26
Field Training Officers

Section 1. Field Training Officer Program.

The Chief shall continue the Field Training Officer Program (FTOP) as a section of the Police Academy. The FTOP function will be to reinforce and update training given in the Academy in field operations. The primary purpose of the Program is to complete the education and training of probationary Officers. Additionally, the program may be used to conduct continuing or remedial education or training for other Department personnel. While patrol officers may be used as Field Training Officers (FTO's) to conduct such training and education, they may not be used to supervise, investigate, or perform other duties performed by higher-ranking Officers.

Section 2. FTO Minimum Requirements.

The minimum requirements for FTO's shall be established by the Chief, and any Officer meeting such requirements shall be considered for a position in the program. Positions will be filled from qualified Officer applicants based upon the standards enunciated by the Chief. The selection and removal of an Officer from the FTO program shall be at the discretion of the Chief and not subject to the grievance procedure. There shall be a minimum of eighty (80) Patrol Officer FTO' s in the Department.

Section 3. Hours and Assignment, Emblem, and Voluntary Service.

The hours and assignment of FTO's shall be at the discretion of the Chief, realizing the need to accomplish the training and education of bargaining unit members as the primary purpose of the program. Officers assigned to the program shall be identified by an appropriate badge and/or emblem. Service as an FTO shall be voluntary.

Section 4. FTO Coordinator.

The program will be headed by a "Coordinator" who shall hold the rank of Lieutenant or above. The Coordinator shall have the power to recommend to the Chief the dismissal of any officer from the program on the basis of the Officer's record while serving as an FTO.

Section 5. Field Training Officer Pay.

All Officers permanently assigned to the FTO program, including the Coordinator, shall receive a $265.00 per month pay supplement, in lieu of any compensatory time as previously provided.

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ARTICLE 27
Promotional Probationary Period

Section 1.

There shall be a six (6) month probationary period for all civil service promotional ranks commencing the date the Officer is actually promoted. Salary, benefits and seniority within the promotional rank commences the date the Officer was eligible for the promotion pursuant to this Agreement and Chapter 143 of the Local Government Code. During the promotional probationary period, an Officer may be demoted by the Chief to the rank from which he was promoted on the basis of the Officer's inefficiency, incompetence, or inability to supervise.

Section 2.

In the event that an Officer is demoted under Section 1 above, said officer may file a grievance pursuant to the grievance procedure in this Agreement. If the grievance proceeds to arbitration, the Officer shall only raise to the arbitrator the issue of whether or not the Officer was demoted for some reasons other than inefficiency, incompetency, or inability to supervise. The burden of proof shall be on the officer to demonstrate that the demotion was for some reason other than inefficiency, 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 officer to the promotional rank from which the Officer was demoted.

Section 3.

Upon demotion while holding a probationary promotion, an Officer 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 officer would have been automatically entitled had the Officer continuously remained in said competitive rank.

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ARTICLE 28
Disciplinary Actions

Section 1. Authority of the Chief.

The Chief shall have authority to demote and/or suspend not to exceed forty-five (45) calendar days, or indefinitely suspend (as provided for in Chapter 143 of Local Government Code) any Officer for the causes set forth in the Rules and Regulations of the Commission. The Officer may appeal such actions, if any, as provided for herein. Nothing contained herein prevents the Chief and the accused Officer from reaching an agreed settlement on any matter so long as both parties concur in writing in advance of said settlement. Officers suspended for three (3) days or less who appeal the suspension shall not serve the suspension unless a suspension with loss of pay is awarded by an arbitrator.

Section 2. Contemplated Disciplinary Action.

Prior to any such disciplinary action, the Officer shall be given notice of contemplated disciplinary action by personal service, stating the action or actions contemplated and the reasons therefore, and notifying the Officer that he may rebut the charges to the Chief, either orally, or in writing, within seven (7) calendar days. If the Chief should be unable to secure personal service of the contemplated disciplinary action after due diligence, service may be made by placing the notice in certified mail addressed to the Officer's last known address along with delivery of the statement to the Association, and proof of such service shall be sufficient to provide notice to the Officer of his right to rebut the contemplated disciplinary action to the Chief.

Section 3. Written Statement of Charges.

After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend, or indefinitely suspend an Officer by service in accordance with this Article on the officer of a written statement of charges addressed to the Civil Service Commission. A copy of the disciplinary statement shall be promptly filed with the Human Resources Director of the City.

The written statement shall point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation. In the event of demotion, suspension, or indefinite suspension, the statement informing the officer of disciplinary action and the reason(s) for the action ~~therefore~~ shall also inform the Officer that an appeal may be made ~~had~~ by filing ~~same~~ an appeal in writing with the Human Resources Director, within fifteen (15) calendar days after receipt of ~~said~~ this written statement unless the case is automatically appealed due to alternate service via mail to the officer. [20]

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[20] A28, Sec. 3 Written Statement of Charges – COSA proposal 2-12-2021 / **AGREED**

Section 4. Notice of Right to Appeal.

The Chief or the Chief's authorized designee shall not be required to deliver in person a written statement of charges to the Officer being suspended. The written statement of suspension shall be deemed to have been delivered upon the officer when the written statement (1) is hand- delivered to the suspended Officer by the Chief, the Chief s authorized designee, or by a designated messenger; (2) is delivered to an attorney representing the suspended Officer, or (3) mailed as provided below. A written statement is deemed delivered to the Officer's attorney by handing it to the attorney or by leaving it with another attorney in the attorney's office or a member of the attorney's staff, or by delivering it by any other means that the attorney consented to in writing. If the City attempts in good faith to deliver the written statement as provided in this Section ~~herein~~, but the ~~such~~ attempts are unsuccessful, the written statement may be mailed by certified mail to the last known address of the suspended Officer. Service is complete upon mailing and the ~~suspension shall be automatically appealed to arbitration as of the date of mailing~~ Officer or Officer's attorney has thirty (30) calendar days to appeal after service by mail, or the matter will be dismissed. ~~The Officer is still required to file a proper notice of appeal not less than ten (10) calendar days prior to the arbitration date~~. [21]

Section 5. Arbitrator Defined.

For the purposes of this Article, the term arbitrator shall mean the same as a third-party hearing examiner as referred to in Chapter 143 of the Local Government Code. Appeal from demotion, suspension or indefinite suspension shall be decided by one (1) arbitrator, selected according to this agreement. Upon receiving an appeal from the Officer, the Human Resources Director shall act promptly to notify the Association, the Chief, and the City Manager of the appeal.

Section 6. Arbitration Selection and Scheduling.

The counsel for the Officer and the counsel for the Chief of Police shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the Human Resources Director shall within five (5) business days from the expiration of the fourteen (14) calendar days request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one of the seven (7) neutrals. If they do not so agree, the parties shall alternatively strike the names on the list within seven (7) calendar 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 promptly notified of his selection. The parties will not have ex parte communication with the arbitrator. Communication with the arbitrator will be through the counsel for the Chief of Police and the counsel for the Officer jointly.

Section 7.

The hearing shall be commenced, but need not be completed, within ninety (90) calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods

[21] A28, Sec. 4 Notice of Right to Appeal - COSA proposal 2-12-2021 / SAPOA counter 2-26-2021

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may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual agreement of parties and for no other reason. However, if the arbitrator selected cannot commence the hearing within ninety (90) calendar days from his selection, and there is no agreement to extend the hearing to a later date by the parties, the parties shall attempt to agree on a substitute arbitrator. If the parties cannot agree upon a substitute within seven (7) calendar days of so learning, another arbitrator shall be selected from a new list of seven (7) names promptly requested from the American Arbitration Association, according to the procedure set out herein. The arbitrator shall make an award within thirty (30) calendar days of the close of evidence or after receipt of brief's if any in arbitration hearings, and within seven (7) calendar days of the close of evidence in expedited arbitration hearings under 143.057 of the Local Government Code. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within such time as is agreed to by the parties, or as directed by the arbitrator.

Section 8.

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.

[COSA Proposal Sec. 9]

Section 9.

The arbitrator may not substitute his/her judgment for the judgment of the Chief on discipline. The award of the Arbitrator shall state whether the Chief's original written statement and charges are or are not supported by substantial evidence considering the reliable and probative evidence in the record as a whole ~~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. This agreement authorizes an arbitrator to reduce an indefinite suspension to a period greater than 45 days.~~ [22]

[SAPOA Counter Sec. 9]

Section 9.

The award of the Arbitrator shall state whether the Chief's original written statement and charges are or are not supported by a preponderance of the evidence considering the reliable and probative evidence in the record as a whole ~~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. This agreement authorizes an arbitrator to reduce an indefinite suspension to a period greater than 45 days.~~ If the arbitrator holds the Chief's original written statement and

[22] A28, Sec. 9 – COSA proposal 2-12-2021

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charges are supported by a preponderance of the evidence considering the reliable and probative evidence in the record as a whole, the arbitrator may mitigate the Chief's disciplinary action only if the disciplinary action is not consistent with comparative disciplinary actions issued by the Chief against other similarly situated officers. The Chief may present evidence of prior relevant sustained disciplinary action against the Officer that the Chief used to determine the disciplinary action if the Chief outlined the prior disciplinary action in the original written statement and charges. This agreement authorizes an arbitrator to reduce an indefinite suspension to a period greater than 45-days. [23]

Section 10.

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

A. Both parties shall provide, at least twelve (12) calendar days prior to the date of the hearing, the names and addresses 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 parties, in writing, may request discovery from each other concerning the case. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request, the request shall be deemed denied. The requesting patty may then apply to the Arbitrator who shall order such discovery as is appropriate to the nature of the case, consistent with, but not bound by, the 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 requested within seven (7) calendar days prior to the hearing.

B. The arbitrator shall have the power to subpoena witnesses. Where the subpoena request is not opposed by a party, the Human Resources Director shall issue the subpoena in the name of the Arbitrator and such issuance shall be considered the act of the arbitrator. If the subpoena is opposed, the moving party shall apply to the arbitrator for issuance of the subpoena. The City will serve subpoenas on any City employee; otherwise the party issuing the subpoenas shall be responsible for obtaining service.

~~C. In all hearings under this Section, the City shall prove its case by a preponderance of the evidence.~~[24]

C. ~~D.~~ 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.

D. E. Unless otherwise provided in this Agreement, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

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[23] A28, Sec. 9 – SAPOA counter 2-26-2021

[24] A28, Sec. 10 (C) - COSA proposal 2-12-2021 / **Note**: SAPOA can agree to deletion IF in SAPOA proposed Sec. 9

Section 11.

~~Unless~~ Except otherwise provided in this Agreement, the arbitrator shall have all those powers and only those powers vested in the Commission under Chapter 143 of the Local Government Code and the Commission Rules~~, with respect to suspensions, indefinite suspension, and demotions, with the sole exception of the power to amend such rules~~. [25]

Section 12.

Any notice or statement required to be filed by the Chief ~~of Police~~ or the Officer in a disciplinary proceeding under Chapter 143 of the Local Government Code, under Commission Rules, or under this Agreement, shall be filed with the Human Resources Director of the City. [26]

Section 13.

Hearings conducted by the Commission shall be in accordance with Chapter 143 of the Local Government Code except that the Commission may not substitute its judgment for the judgment of the Chief on discipline. [27]

Section 14.

Unless otherwise provided in this Agreement, with respect to demotions, suspensions, and indefinite suspensions as defined in Chapter 143 of the Local Government Code the Officer shall have such right to appeal the arbitrator's decision to district court as he is given in Chapter 143 of the Local Government Code to appeal the Commission's decision, and no greater right.

Section 15.

Unless otherwise provided in this Agreement, in cases of conflict, the provisions of this Agreement will control over Chapter 143 of the Local Government Code, and any other civil service provision or rule, and American Arbitration Association Rules; and Chapter 143 of the Local Government Code, and any other civil service provision, and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association Rules. Once an Officer receives a formal notification from Internal Affairs, the officer may initiate a written request to the Chief to waive the normal investigative track through Internal Affairs for the investigation to be submitted to an expedited disciplinary track, however in no event can the expedited disciplinary track be requested within thirty (30) ~~sixty (60)~~ calendar days of the expiration of the complaint's one-hundred-and-eighty (180) calendar day timeline in Chapter 143 of the Local Government Code. Both the Officer and the Chief must agree to submit a matter to the expedited disciplinary track for an expedited disciplinary finding. An expedited disciplinary finding is an agreement by the Officer and the Chief that disciplinary

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[25] A28, Sec. 11 – COSA proposal 2-12-2021 / **Question**: Why COSA deleted what was appealable?
[26] A28, Sec. 12 – COSA proposal 2-12-2021 / **AGREED**
[27] A28, Sec. 13 – COSA proposal 12-12-2021 / **Question**: Why COSA amended section?

action is warranted and enacted, but did not proceed through the conventional track. Any disciplinary action resulting from the expedited disciplinary track must be agreed upon by the Officer and the Chief, and must be enacted within thirty (30) calendar days of the parties' agreement to expedite the disciplinary process, but under no circumstances later than the time limitation as expressed and proscribed in Chapter 143 of the Local Government Code, as applicable. Absent an agreement by both the Chief and the Officer, the matter will continue through the regular investigative procedure. [28]

[COSA proposal Sec. 16]

Section 16.

Notwithstanding any other provision of this Agreement, the Chief shall have authority to suspend an Officer ~~for a period of not more than ninety (90) calendar days, or implement an agreed disciplinary action~~ for any length of suspension only where the Officer agrees to the disciplinary action in writing. An agreed disciplinary action is an agreement between the Officer and the Chief that may include, but is not limited to, any one, or combination of, a suspension, demotion, or non-disciplinary actions such as professional counseling, re-training, or re-assignment. The Officer shall have no right to appeal such agreed disciplinary actions, and no administrative or judicial body shall have power to review such a suspension or alter the terms of the Agreement. [29]

[SAPOA proposal Sec. 16]

Section 16.

Notwithstanding any other provision of this Agreement, the Chief shall have authority to suspend an Officer for a period of not more than one hundred and twenty (120) ~~ninety (90)~~ calendar days, or implement an agreed disciplinary action only where the Officer agrees to the disciplinary action in writing. An agreed disciplinary action is an agreement between the Officer and the Chief that may include, but is not limited to, any one, or combination of, a suspension, demotion, or non-disciplinary actions such as professional counseling, re-training, or re-assignment. The Officer shall have no right to appeal such agreed disciplinary actions, and no administrative or judicial body shall have power to review such a suspension or alter the terms of the Agreement. [30]

Section 17.

Any deadline or time restrictions set out in this Agreement 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 deadline and time restrictions provided by the Agreement.

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[28] A28, Sec. 15 – COSA proposal 2-12-2021/ **AGREED**
[29] A28, Sec. 16 – COSA proposal 2-12-2021
[30] A28, Sec. 16 – SAPOA counter 2-26-2021

Section 18.

Officers suspended up to a maximum of forty-five working days may, at the Chief s discretion, forfeit either accumulated compensatory time, vacation, bonus time or holiday leave equal to the suspension. Approval of forfeiting time by the Chief shall not be unreasonably withheld and may only be denied because of a consistent overall pattern of substandard performance. The Officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he wishes to forfeit accumulated leave or exercise his appeal rights pursuant to Chapter 143 of the Local Government Code or the Grievance and Arbitration Procedures of this Agreement. The provisions of this Section shall apply solely to suspensions which are agreed to by the Officer, and no appeal to the Commission or to arbitration may be instituted on suspensions where the Officer has forfeited accumulated compensatory, vacation, bonus time or holiday leave pursuant to the terms of this Article.

[COSA proposal Sec. 19]

Section 19.

A. Misconduct. ~~Except as provided in this section of this Article, the Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences earlier than the one hundred and eightieth (180th) calendar day immediately preceding the date on which the Chief suspends or demotes the Officer. The Chief may introduce evidence or otherwise complain of any felony Penal Code violation, a felony violation of the Controlled Substance Act, a Class A or B Misdemeanor committed by an officer so long as the evidence or complaint is filed within one hundred and eighty (180) calendar days of the Department's first knowledge of the act, provided however, that the statute of limitation for criminal judicial action against the officer involved has not expired.~~ In the original written statement of charges and in any disciplinary hearing conducted pursuant to this Agreement, the Chief may not complain of an act that is discovered earlier than the 180th day preceding the date the Chief suspends the Officer. The act is deemed discovered when a supervising officer of the rank of Sergeant or above has actual knowledge of the act. ~~This amendment language shall not be applied retroactively. Only upon written notice in the original written statement of the Chief may any act or occurrence be admissible in a disciplinary hearing in accordance with this section.~~ [31]

[SAPOA counter Sec. 19]

Section 19.

A. Minor Misconduct. Minor misconduct is defined as slight variances to Department policies, procedures, responsibilities, and expectations. Except as provided in this section of this Article, the Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences earlier than the one hundred and eightieth (180th) calendar day immediately preceding the date on which the Chief suspends or demotes the Officer.

[31] A28, Sec. 19 (A) – COSA proposal 2-12-2021

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B. Major Misconduct. Major Misconduct is significant variances to Department policies, procedures, responsibilities, and expectations to include serious behavior infractions, excessive/unnecessary use of force, acts showing lack of good moral character, discrimination, acts causing inability to testify in court, and use of unauthorized intoxicants on duty. In the original written statement of charges and in any disciplinary hearing conducted pursuant to this Agreement, the Chief may not complain of an act that is discovered earlier than the 180th day preceding the date the Chief suspends the Officer. The act is deemed discovered when a supervising officer of the rank of Sergeant or above has actual or constructive knowledge of the act.

~~The Chief may introduce evidence or otherwise complain of any felony Penal Code violation, a felony violation of the Controlled Substance Act, a Class A or B Misdemeanor committed by an officer so long as the evidence or complaint is filed within one hundred and eighty (180) calendar days of the Department's first knowledge of the act, provided however, that the statute of limitation for criminal judicial action against the officer involved has not expired. This amendment language shall not be applied retroactively. Only upon written notice in the original written statement of the Chief may any act or occurrence be admissible in a disciplinary hearing in accordance with this section.~~ [32]

B. Certain Criminal Conduct. The Chief may order an indefinite suspension based on an act classified as a felony or Class A or B misdemeanor after the 180-day period following the date of the discovery of the act by the department if the department head considers delay to be necessary to protect a criminal investigation of the person's conduct. If the Chief intends to order an indefinite suspension after the 180-day period, the Chief must file with the attorney general a statement describing the criminal investigation and its objectives within 180 days after the date the act complained of occurred. [33]

C. Evidence. Solely to aid the Commission or arbitrator in the assessment of appropriate discipline and not to prove a charge of a violation of Civil Service Rules or for any other purpose, the Chief and the City may introduce evidence of any prior disciplinary actions ~~which have not been set aside on appeal as follows:~~ [34]

~~A. Where the Chief's original written charges include alleged violations of Civil Service Rules constituting acts of intentional violence, the Chief and the City may introduce prior discipline on such other violations found to have been committed within five (5) years immediately preceding the date of said written charges;~~

~~B. Where the Chief's original written charges include alleged violations of Civil Service Rules concerning drug or alcohol abuse, any prior discipline on such violations found to have been committed within ten (10) years immediately preceding the date of said written charges;~~

~~C. Where the Chief's original written charges allege acts of incompetence, all prior~~

[32] A28, Sec. 19 (A) – SAPOA counter 2-26-2021
[33] A28, Sec. 19 (B) – COSA proposal 2-12-2021 / **AGREED**
[34] A28, Sec. 19 (C) – COSA proposal 2-12-2021

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~~discipline for acts of incompetence may be introduced by the Chief or the City so long as adequate records are maintained in accordance with Section 20 below, at the time of the act for which discipline was assessed; and~~

~~D. Where the Chief's original written charges allege a violation of any other Civil Service Rule, the Chief and the City may introduce prior discipline for a violation(s) of the same rule within two (2) years immediately preceding the date of said written charges, so long as adequate records are maintained in accordance with Section 20 below, at the time of the act for which discipline was assessed.~~

~~E. Upon execution of this Agreement, suspensions of three (3) working days or less that were not appealed by the Officer shall be automatically reduced to a written reprimand two (2) years after the date the suspension was served on the Officer if the Officer did not have a sustained complaint for the same rule within two (2) years from the date the suspension was served on the officer. Suspensions that were appealed to the Commission or Arbitrator by the Officer are not eligible to be reduced to a written reprimand under this Section. The original suspension paperwork sent to the Commission will reflect the conditions of this Section to reduce the applicable suspension to a written reprimand. The reduction of any suspension contained within this subsection does not qualify for any form of reimbursement to the employee.~~

Section 20.

The City shall develop records, which, to the fullest extent possible, quantify the work done by each Officer in each assignment. Such records shall be available by assignment upon specific request of Officers appealing disciplinary actions or their representatives.

Section 21.

Section 143.056 of the Local Government Code regarding procedures after felony indictment and certain misdemeanor complaints shall be modified to provide:

A. The Officer shall ~~has the burden to~~ provide written notice to the Chief's office when the Officer's criminal matter is resolved. Should the Chief fail to charge the Officer with a violation of Civil Service Rules within thirty (30) calendar days following written notice by the Officer of the Officer's acquittal or dismissal of the criminal charges, the officer shall be reinstated with all back pay and benefits; and [35]

B. In the event an Officer has been demoted or suspended, either temporarily or indefinitely, for any action which results in the Officer being indicted for a felony or charged with a misdemeanor of Class B or above, no further action may be taken on the Officer's appeal until the completion of trial on the merits on those charges; except that a hearing on an officer's appeal may be initiated prior to completion of trial on the merits by mutual agreement between the City and the Officer. Delay of an appeal pending the results of criminal proceedings as specified above shall apply both to appeals to arbitration and appeals to the Commission pursuant to this

[35] A28, Sec. 21 – COSA proposal 2-12-2021 / SAPOA counter 2-26-2021

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Article.

Section 22.

Pursuant to Section 17, 19 and 21, the Chief or his counsel and the Officer and his counsel may mutually agree in writing to extend the 180-day deadline for disciplinary proceedings by delaying the execution of the disciplinary written statement of charges, if any, to a date no later than thirty (30) calendar days after the final adjudication of the criminal charge pending. By entering into a mutually agreeable written agreement, neither party intends to create, nor does a written waiver directly or indirectly create a past practice.

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ARTICLE 29
Internal Security Interview Procedure

Section 1. Investigations Through The Chain Of Command.

Minor allegations of misconduct made against officers which are of the type set out in the Complaint Matrix contained in the General Manual shall be investigated within the Officer's chain of command within twenty-one (21) calendar days of receipt of the written complaint. The Captain of the station/section will conduct the investigation under procedures and guidelines set out in the General Manual. Such an investigation of the Officer shall be confined to the written complaint, and that complaint only. If the Officer is the rank of Captain or above, or if the Officer has no Captain in their chain of command, the Officer's Division Commander, Bureau Commander, or Chief of Police or designee will investigate. Suspensions, if imposed, may be for up ~~to three (3) calendar days~~ to five (5) working days (maximum 40 working hours) if approved by the Chief. If the accused Officer does not agree with the final terms of the contemplated disciplinary decision within five (5) calendar days, the case will be forwarded to the Internal Affairs Unit for further investigation. Suspensions agreed to by an Officer may not be appealed to or altered by the Commission, an arbitrator, or by any court. Investigations through the chain of command do not entitle the Officer to have an attorney present during interviews with his commanding officer, but nothing herein prohibits an officer from seeking advice from an attorney or an Association representative provided it is within the five (5) day time limit. The Officer will be advised in writing of the procedures applicable to the line complaint investigative process by the Captain prior to providing a report or response. Officers shall have a reasonable opportunity to consult with counsel before writing a response, statement, or report resulting from a complaint. The term "complaint" has used in this article does not include questions about performance of duty raised by the Supervisor or fellow Officers.[36]

Section 2. Internal Affairs Investigations.

This procedure shall apply to all non-criminal investigations of misconduct by officers except investigations through the chain of command conducted under Section 1 above.

A. An interview of the charged Officer shall take place at a location designated by the investigating Officer, usually at the police facility to which the Officer is assigned or the Internal Affairs Office. If the Officer is required to complete written interrogatories the Officer must do so at the facility designated by the investigating Officer, and the Officer may not remove the interrogatories (or any copy of the interrogatories) from the designated facility. ~~, at the Officer's request, such interrogatories shall be provided to the officer on a computer disk so that the officer may complete such interrogatories at a location other than a police facility. The Officer must return the completed interrogatories in accordance with a written agreement between the officer and the investigator in charge of the investigation. An Officer who requests to complete the interrogatories in this manner will do so during their off duty time and will not be compensated by the Department in any way. When the interrogatories are completed, the Officer shall return the computer disk and their responses to the~~

[36] A29, Sec. 1 Investigations Thru Chain Of Command – COSA proposal 2-12-2021 / **AGREED**

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~~investigator in charge of the investigation for review and clarification by either party. The Officer will sign the printed copy of the report in the presence of the investigator.~~ [37]

B The Officer 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 interview. If an Officer is directed to leave his post and report for interview to another command, the Officer's assigned command shall be promptly notified of the Officer's whereabouts.

[COSA proposal Sec. 2, Subsection C]

C. The Officer under investigation shall be informed twenty-four (24) ~~forty-eight (48)~~ hours prior to being interrogated or asked to otherwise respond to an investigation of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided; the Officer shall be allowed to review but not copy body worn camera recordings involving the incident ~~verbatim or photocopy any complaints, affidavits, other written statements, GPS/AVL readouts, video recordings, audio recordings, and photographs,~~ which have been gathered as part of the administrative investigation. The Officer shall not release the provided information to any person other than his attorney or representative. [38]

[SAPOA counter proposal Sec. 2, Subsection C]

C.

(1) The Officer under investigation shall be informed a reasonable period of time ~~forty-eight (48) hours~~ prior to being interrogated or asked to otherwise respond to an investigation of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided;

(2) When the Officer arrives for the interview, the Officer shall be allowed to review but not copy verbatim or photocopy any complaints, affidavits, other written statements, GPS/AVL readouts, video recordings, audio recordings, and photographs, which have been gathered as part of the administrative investigation. The Officer shall not release the provided information to any person other than his attorney or representative. [39]

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[37] A29, Sec. 2 (A) – COSA proposal 2-12-2021 / **AGREED**
[38] A29, Sec. 2 (C) – COSA proposal 2-12-2021
[39] A29, Sec. 2 (C) – SAPOA counter 2-26-2021

[COSA proposal Sec. 2, Subsection D]

D. The interview/interrogatories 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 deemed necessary. Except in exigent circumstances where the seriousness of the complaint warrants an extended interrogation, or when the complaint will expire within sixty (60) calendar days, an Officer shall not be required to submit to any single interview/interrogatories for longer than eight (8) ~~six (6)~~ hours not including the time to review body worn camera footage. The interviewing Officer shall advise the Officer being interviewed of an estimated time for the interview process. Interview sessions may be held on consecutive days until the interview process is completed. ~~Provisions in Subsection A regarding the removal of interrogatories do not apply to this subsection~~.[40]

[SAPOA proposal Sec. 2, Subsection D]

D. The interview/interrogatories 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 deemed necessary. Except in exigent circumstances where the seriousness of the complaint warrants an extended interrogation, or when the complaint will expire within sixty (60) calendar days, an Officer shall not be required to submit to any single interview/interrogatories for longer than eight (8) ~~six (6)~~ hours. The interviewing Officer shall advise the Officer being interviewed of an estimated time for the interview process. Interview sessions may be held on consecutive days until the interview process is completed. ~~Provisions in Subsection A regarding the removal of interrogatories do not apply to this subsection.~~[41]

E. The Officer 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 so as to prohibit the investigating Officer from informing the Officer under investigation that this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

F. In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in any disciplinary action, the Officer under investigation shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing or a representative of the Association before being interviewed. An attorney of his own choosing or a representative may be present during the interview. A representative may not be a Police Officer who is related to the respondent, or a supervisor with involvement in the incident being investigated. Such representative may not participate in the interview except to counsel the Officer, or to assert any rights afforded to the Officer under this article in a manner which does not impair the ability of the investigator to conduct the interview and obtain information directly from the Officer. At any time during the interview the Officer under investigation may request to consult with his attorney or representative in private, prior to continuing the interview, provided that the investigator may impose reasonable limits on such conferences in order to complete a meaningful

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[40] A29, Sec. 2 (D) – COSA proposal 2-12-2021
[41] A29, Sec. 2 (D) – SAPOA counter 2-26-2021

investigative interview and to obtain a written statement or response from the Officer in the Officer's own words.

G. If an Officer is or maybe likely to be placed under arrest, that is if the Officer under investigation is a suspect or the target of a criminal investigation, the Officer shall be given his rights pursuant to the Miranda Decision. Nothing in this subsection shall be construed to limit the authority of the Chief to conduct administrative investigations nor shall anything in this subsection be construed to relieve the Officer of his obligation to fully cooperate with said investigations, to comply with the Rules and Regulations and Procedures of the San Antonio Police Department, or to provide thorough, complete and truthful responses to requests for written statements and written interrogatories in connection with said administrative investigations. In all investigations where the Officer is subject to a companion or concurrent criminal investigation, the Department shall .ensure that any officer's statement gathered as part of the administrative investigation shall not be released to the criminal investigating entity, except as required by a subpoena or required to be disclosed by law or Court decision.

H. The Officer under investigation shall be given an exact copy of any written statement he may execute.

I. The refusal by an Officer to answer pertinent questions concerning any administrative matter may result in disciplinary action.

J. An Officer shall have the right to have the interview tape or digitally recorded, provided the Officer furnishes the tape and the recorder and advises all parties of the recording prior to the beginning of the interview session. The tapes or digital file shall remain in the custody of the Internal Affairs Unit of the Police Department but shall be available for review by the Officer or the Officer's designated representative in the event the interview may result in disciplinary action, or a grievance.

K. No conversation between an Officer and an investigating officer may be recorded without disclosure prior to the conversation by the party making the recording, that it will be recorded. Prior to entering the Internal Affairs office, an Officer must disclose the existence of any recording device in his possession or be subject to disciplinary action. The Chief may authorize the wearing of a concealed recording device during any criminal investigation which may involve an Officer.

L. A polygraph examination may be required of an Officer by the Chief only in the strictest confidence and where the complainant, and any complaining witnesses who give a written statement have been examined and found wholly truthful by a licensed examiner. The fact that an examination is ordered or administered and the results thereof shall not be disclosed by the Chief or the examiner to any person, except following execution of a written agreement between the Chief and the examined Officer.

M. The Chief's office shall provide written notice, in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Internal Affairs Unit where

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the Officer in question had to respond in writing to the complaint.

N. The results of a formal investigation will be forwarded to the Advisory Action Board for recommendations.

Section 3. Chief's Complaint and Administrative Review ~~Advisory Action~~ Board.[42]

Chief's Complaint and Administrative Review ~~Advisory Action~~ Board (CCARB ~~CAAB~~) as used in this section shall mean the combined Police portion of the ~~Advisory Action~~ Complaint and Administrative Review Board and the Citizen's portion of the Complaint and Administrative Review ~~Advisory Action~~ Board.

A. The Police portion of the ~~Chief's Advisory Action Board~~ CCARB shall consist of seven voting members: a Deputy Chief who shall serve as chairperson; one Captain; one Lieutenant; one Sergeant; one Detective Investigator; and two Patrol Officers. The members shall be appointed by the Chief. Those members shall serve for one hundred and eighty (180) calendar days.

~~B. Except as specifically provided for in this article, the Chief's Advisory Action Board (CAAB) will be conducted in accordance with the San Antonio Police Department's General Manual.~~

B. ~~C~~. The Citizen Advisory Action Board shall act as the Citizen's portion of the CCARB.

1. This Board shall be comprised of seven (7) appointees selected from a panel of fourteen (14) available members appointed as set fo1th below. Of the initial seven (7) appointees, 3-4 appointees shall be replaced following the expiration of 180-days from the date of their first Board meeting with 3-4 members of the panel of fourteen (14) not having served on the Board in the previous 180-days. The rotation of Board members shall continue until such time as all fourteen (14) members have served on the Board and after such time shall continue with no Board appointee serving for more than two (2) consecutive 180-day periods. The Chairman shall be entitled to alter the rotating list in order to coordinate the schedules of the participants. The Chairman may approve agendas for matters not involving the use of force, bodily injury, or unlawful search or seizure, in instances where workload for the Board makes it necessary, which do not require the attendance of the citizen Board members. The Chairman shall schedule any complaint for civilian member participation, upon request by the Officer or the complainant; if it is reasonably possible to do so based on the workload and availability of civilian members. Notice shall be given to the President of the Association. It is understood and agreed that the civilian members shall, nevertheless, be required to hear the full range of disciplinary cases and controversies presented to the Board, in order to develop an accurate sense of context and fairness.

2. Members of the panel for the Citizen Advisory Action Board shall be selected by the City Council from a list of names provided by the City Manager. Prior to providing names to

[42] A29, Sec. 3 Chief's Advisory Action Board – COSA proposal 2-12-2021 / **AGREED**

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the Council, the City Manager shall solicit applications from qualified citizens of good character, and objective ability, and shall recruit qualified individuals as necessary to have a sufficient list for consideration. The City Manager shall determine whether or not to recommend each of the individuals who apply. In addition, the Chief of Police shall determine whether or not to recommend each of the individuals. The input and recommendation of the San Antonio Police Officer's Association shall also be obtained as to each of the individuals. The City Council shall receive a compilation of the applicants along with the separate recommendations by the City Manager, the Chief of Police, and the Association. Each party agrees that the selections and the final list shall be representative of the diversity of the community. The City Council may select a new member to replace anyone removed from the panel by selecting from any remaining names, or from a new list provided in accordance with the forgoing provisions in the event of vacancies.

3. Citizens appointed to serve on the panel shall meet the minimum requirements for eligibility established under state statute for service on the Fire and Police Civil Service Commission and shall take an oath of office as members of the panel. In addition, no person shall be appointed to serve on this panel who has been indicted for a felony or a crime of moral turpitude, or officially charged with a Class A or B Misdemeanor. Members of the panel shall serve at the pleasure of the City Council, which may remove them, or replace them at any time, with or without cause. Members shall have no right to the position, and shall not be entitled to removal proceedings or a hearing. If not removed or replaced, a member shall serve for a two (2) year period. The City Ethics ordinance shall apply to all members of the Citizen Advisory Action Board.

4. Appointment and selection for the meetings of the Board shall be accomplished in sufficient time to be able to provide each appointee with not less than twenty-four (24) hours of training, including orientation work at Professional Standards, and one shift on the ride along program. The responsibility for the training of each new member of the panel shall fall upon the Commander of the Professional Standards Section.

C. Right to Privacy

1. ~~5.~~ An accused Officer has a right to privacy and all members of the CAAB shall respect that right to privacy, and shall have a duty to maintain the confidentiality of privileged information. Each member of the Uniform and Citizen Board shall sign a pledge of confidentiality, agreeing to maintain the right of privacy as to privileged matters under applicable law. Any violation of this right shall be grounds for disqualification or removal from the panel, as set forth below. "Right to privacy" shall mean only the right of any accused Officer of the Department to have the allegations, facts, testimony and evidence brought before the Board held in confidence by the members hearing the case, and shall not extend to include any public information or information imparted to the Board members from public information, or from individuals not officially connected to the Internal Security process. The Chairman shall keep and maintain all records of the Board, and no members shall have or maintain any records other than during the meetings of the Board, or on Department premises, in connection with their official duties. This article shall not be interpreted to impair or effect the right of any person, including the citizens on the Board, to make report of facts to the Chief of Police, the District Attorney, or the FBI, or to testify under subpoena, the rules of discovery, or order of any court; nor shall this article be

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interpreted to impair or affect the rights of any Officer under *Garrity vs. New Jersey* or its progeny and *Miranda vs. Arizona* or its progeny

2. ~~6.~~ If any member of the Citizen Advisory Action Board is accused by an Officer of a violation of the right to privacy, the Civil Service Commission shall convene and if a determination is made that a member of the Citizen Advisory Action Board violated an Officer's right to privacy, then the Civil Service Commission may remove that member. If the breach of privacy involves a direct report of confidential information by the member to the public or the press, removal by the Civil Service Commission shall be mandatory. In any event, the Civil Service Commission shall send a report of its findings and action to the City Council. The purpose of these hearings shall be to protect the interests of accused Officers and the complainants, and shall not give rise to any rights on the part of the member accused of a breach of right to privacy.

D. Except as specifically provided for in this article, the CCARB will be conducted in accordance with the San Antonio Police Department General Manual.

E. D. All members of the ~~Chief's Advisory Action Board~~ CCARB shall be given the opportunity to review each case that will be presented for consideration subject to the Chief's approval of exceptions, based on workload, as noted above.

F. ~~E.~~ The Chairperson of the ~~Chief's Police Advisory Action Board~~ CCARB shall be responsible for the maintenance of the confidentiality of all files submitted for review by the CAAB.

G. F. The Chairperson of the CCARB CAAB, on recommendation from any member of the CCARB CAAB may elect to hear testimony from complainants or responding Officers. Attendance to these boards meetings where testimony is requested are entirely voluntary and complainants or responding Officers may elect to remove themselves at any stage of the questioning by either board without fear of reprisal. The Chairperson of the CCARB CAAB shall determine the manner in which all meetings shall be conducted and shall be the determining factor as to the hearing of testimony or attendance by any person. No responding Officer or complainant shall have the right to be represented by counsel, but may be accompanied by an observer.

H. ~~G.~~ Each board shall make independent recommendations and forward these recommendations to the Chief of Police. Such recommendations are advisory only and are not binding on the Chief. The Citizen Advisory Action Board may not conduct a separate independent investigation but may recommend to the Chief of Police that further investigations should be undertaken.

J. ~~H.~~ Any matter which is brought before the CCARB CAAB, where a final ruling by the Chief of Police has occurred, the Chief of Police shall direct the Commander of the Professional Standards Section to notify the Complainant(s) and accused Officer(s) as to the final disposition of the case within twenty-one (21) calendar days.

Section 4. **Crash Evaluation and Review Board** ~~**Chief's City Vehicle Accident Advisory**~~

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~~**Action Board.**~~ [43]

A. The Chief's Advisory Action Board as described in Section 3 of this Article will no longer review cases involving City motor vehicle accidents. All cases involving City motor vehicle accidents previously assigned to ~~the Chief's Advisory Action Board~~ Crash Evaluation and Review Board will be assigned to the Chief's City Vehicle Accident Advisory Action Board in accordance with this section.

B. The ~~City Vehicle Accident Advisory Action~~ Crash Evaluation and Review Board will consist of one (1) Captain, one (1) Sergeant, one (1) Detective Investigator and two (2) Patrol Officers appointed by the Chief. The Captain shall serve as chairperson. Members shall serve from January through June or from July through December of each calendar year.

C. Except as specifically provided for in this Article, the Chief's City Vehicle Accident Advisory Action Board will be conducted in accordance with General Manual provisions and the Chief s Advisory Action Board outlined in this Article.

D. An Officer will be retrained for an accumulation of points or the number of accidents at the Chief s discretion. The occurrence of two chargeable accidents within a two-year period will serve as a baseline for the Chief or the Board to review individual cases and training needs. Ultimately, retraining will be determined on the basis of severity of the accidents, which may drastically differ from one case to another.

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[43] A29, Sec. 4 Chief's City Vehicle Accident Advisory Action Board – COSA proposal 2-12-2021 / **AGREED**

ARTICLE 30
Health Benefits

Section 1. Police Active Health Benefits Working Group.

The City and the Association agree in principle that health benefit costs and market based health plans are issues that will be reviewed in the next collective bargaining cycle. The City and the Associations further agree to establish a health benefits working group. The City will provide access to claims information of a statistical and financial nature (consistent with medical privacy laws), third party vendor contracts, and other information necessary to perform its function. The Working Group shall be afforded training opportunities which shall be paid for respectively by each representing organization (Association or City).

The working group will have the following responsibilities:

1 . Review City's uniformed health benefit plan, usage trends and cost trends.

2. The City will provide and review with the Association the claims, cost/experience reporting forms which are currently being provided to the Association's Health Benefit Consultant.

3. Identify Master Contract Document language clarification issues for discussion in the next round of negotiations.

4. Participate in future Requests for Proposals for vendors as to benefits products and services, by providing input, evaluation and suggestions to the City officials designated by the City Manager to carry out the selection and administration process.

5. Conduct or purchase a health benefits survey of other public entities for comparison with City's plan and design and experience.

6. Create an educational forum to inform Officers of the costs associated with health benefits and the increasing need to address increasing costs.

7. Provide the City and the Associations with suggestions regarding possible cost-saving initiatives to incorporate into future benefits programs.

Section 2. Active Police Officer Health Benefits

The City shall provide all active Police Officers who are eligible with family medical benefits as agreed upon herein. The minimum benefits provided are those as stated in the Master Contract Document for the City of San Antonio, San Antonio Professional Firefighters Association and San Antonio Police Officer's Association Bargaining Unit (hereinafter referred to as "Master Contract Document") which is attached and incorporated herein as Attachment 6. Provisions and

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benefits specified in the Master Contract Document shall not be reduced during the life of this Agreement; however, the City reserves the right to change carriers or plan administrators at any time at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this Agreement, a determination of what medical service is medically necessary for a particular patient or any reduction in the usual and customary charge for that medical service, will not be construed as a reduction in benefits; provided that the determination is made in accordance with the procedures and criteria described in the Master Contract Document.

Active Police Officers covered under this Agreement shall be granted the option of entering into or exiting from the civilian benefits program as provided for by the City to substitute for the basic program as outlined in this Agreement. Said option must be exercised by the active Police Officer during the re-enrollment period between the dates of October 1, and December 31, of each calendar year.

Section 3.

This agreement, and the Master Contract Document for health benefits adopted herein, shall control the available health benefits during the term of this agreement, for active Police Officers.

Section 4.

Health care benefits for active Police Officers shall not be terminated, altered, modified or reduced during the term of the Agreement, except by amendments or successors to this Agreement.

Section 5.

It is understood and agreed that the provisions of this agreement and the Master Contract Document for health benefits have been drafted in substantial and material reliance upon existing provisions of federal and state law concerning employee health benefits. Any change in federal or state law or regulations which changes the obligations of either party, the applicability or extent of Medicare benefits, or materially alters the assumptions relied upon in negotiations shall entitle the City or the Association to reopen negotiations concerning health benefits.

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Section 6.

Effective January 1, 2017, bargaining unit employees will be offered two health plans with plan designs and employee contributions described below:

Cost Sharing Item		VALUE PLAN		CDHP	
		IN Network.	Out of Network	IN Network.	Out of Network
Annual Deductible	Individual Family	$500 $1,000	$1,500 $3,000	$3,000 $6,000	$4,500 $9,000
Coinsurance Percentage		20%	40%	0%	0%
Max. Out-of-Pocket (Includes deductible and co-pays)	Individual Family	$1,000 $3,000	$3,000 $6,000	$3,000 $6,000	$4,500 $9,000
Office Visit Co-Pay		$25 PCP-$50 SPEC	40% after deductible	0% after deductible	0% after deductible
Emergency Room Co-Pay		$250	40% after deductible	0% after deductible	0% after deductible
Urgent Care Center Co-Pay		$50	40% after deductible	0% after deductible	0% after deductible
Pharmacy	Separate Brand Drug Deductible or out of pocket cap Rx – 30 day Tier 1/Tier 2 / Tier 3 Rx – 90 day Tier 1/ Tier 2 / Tier 3	$100 $10/$25/$40 $20/$50/$80	40% after deductible	0% after deductible 0% After Ded. Preventive Drugs Subject to Co-Pay $10/$25/$40 0% After Ded. Preventive Drugs Subject to Co-Pay $20/$50/$80	0% after deductible

The two plans are covered in detail in Attachment 5 and the Master Contract Document (Attachment 6) which are the controlling documents.

Employee Monthly Contributions					
	2017	2018	2019	2020	2021
	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP
EE Only	$0.00 / $0.00	$0.00 / $0.00	$0.00 / $0.00	$0.00 / $0.00	$0.00 / $0.00
EE & Spouse	$75.00 / $0.00	$83.00 / $0.00	$91.00 / $0.00	$100.00 / $0.00	$110.00 / $0.00
EE & Children	$50.00 / $0.00	$55.00 / $0.00	$61.00 / $0.00	$67.10 / $0.00	$73.81 / $0.00
EE & Family	$125.00 / $0.00	$138,00 / $0.00	$151.00 /. $0.00	$161.10 /. $0.00	$182,71 / $0.00

Health Savings Account Annual Contributions (only for CDHP)					
	2017	2018	2019	2020	2021
	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP
EE Only	$0.00 / $1,500.00	$0.00 / $1,500.00	$0.00 / $1,500	$0.00 / $1,500	$0.00 / $1,500
EE & Spouse	$0.00 / $1,500.00	$0.00 / $1,500.00	$0.00 / $1,500	$0.00 / $1,500	$0.00 / $1,500
EE & Children	$0.00 / $1,500.00	$0.00 / $1,500.00	$0.00 / $1,500	$0.00 / $1,500	$0.00 / $1,500
EE & Family	$0.00 / $1,500.00	$0.00 / $1,500.00	$0.00 / $1,500	$0.00 / $1,500	$0.00 / $1,500

Health Savings Account Contributions for CDHP will continue during evergreen. Employee contributions beyond 2021 will increase by 10% annually during evergreen.

The above years are plan (currently calendar) years. Employee monthly contributions will increase by 10% over the prior year's contribution every year during the life of the agreement (including during evergreen). Out of network claims will be capped at the in network

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allowable amounts under both the Value and CDHP plans.

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ARTICLE 31
Retiree Health Benefits

House Bill 2751, enacted by the Texas Legislature effective October 1, 2007, removed retiree health benefits from the collective bargaining process. Retiree health benefits are now governed exclusively by the provisions of Vernon's Texas Civil Statutes Annotated, Article 6243(q), a copy of which, in its current form, is attached hereto as Attachment 7. The provisions governing retiree health benefits contained in the Collective Bargaining Agreement in effect at the time House Bill 2751 was enacted are attached hereto as Attachment 7.

In the event the Texas Legislature repeals Article 6243(q) or any successor in function, the provisions of Article 6243(q) shall remain in effect until such time as the Association and the City shall negotiate retiree health benefits into this Agreement.

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ARTICLE 32
Supplemental Benefits

Section 1. Parking.

The City will provide each on-duty Officer with free parking on the Police lot itself or a lot adjacent to the Police building to which the Officer is assigned. Should the City not provide such parking, the Association may acquire such parking and require the City to fully compensate it for all related costs and expenses.

Section 2. Other Benefits.

A. Definitions. The term "Trusts" as used in this section shall refer to the San Antonio Police Officers and Fire Fighters Benefit Plan and Trust, which provides optical and dental services, and San Antonio Police Officers and Fire Fighters Prepaid Legal Plan and Trust, which provides legal services to members of the San Antonio Police Department and the San Antonio Fire Department.

B. Amounts. During the term of this Agreement the City will pay a monthly amount for each Officer as shown by the schedule below for dental, optical and prepaid legal benefits Trusts. Furthermore, neither the City nor the Association may change the amounts paid or allocated for the respective benefits as shown in the schedule during the term of this Agreement.

	Optical / Dental	Pre-Paid Legal
Employees with dependents	$89.50	$32.00
Employees without dependents	$43.50	$32.00

C. Audits. The Association shall ensure that the Trusts will conduct annual independent audits at no additional cost to the City. The Association shall further ensure that the Trusts shall provide a copy of each annual independent audited financial report to the City, through its Finance Director, within thirty (30) calendar days of receipt of the audit by the respective Trust.

The City reserves the right, at its sole discretion, to conduct an audit of said benefit plans at the City's expense any time during the term of this Agreement. Should the City decide to conduct such an audit, the Association shall ensure that the Trusts make available to the City all relevant documentation within a reasonable time.

D. Use of Benefits. With respect to the Prepaid Legal Benefits, it is understood that no officer may use the benefits for the purpose, in whole or in part, of implementing and/or initiating legal action against the City, any of its agents, officers, and/or assigns.

E. Exclusive Trust. The Association shall ensure that all funds paid by the City pursuant to this Section are used for the exclusive benefit of the employees and that said funds shall not be commingled with the funds of any other organization, entity, or Association, nor shall said funds be used for any other purpose other than that provided for herein.

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F. Payment and Change in Plans. During the term of this Agreement, the Association may change providers for Supplemental Benefits (Dental/Optical and Legal). In the event that the Association makes a proposal to change benefit providers, the Association shall submit the same in writing to the City.

G. Copies of Trust Plan. The Association will provide up-to-date copies of the Trust Plan Documents to the Human Resources Department of the City and the Association Office.

H. Determination Letter. It shall be the sole responsibility of the Association to maintain the tax- exempt status of the benefit received under this Section. In accordance therewith, the Association shall provide to the City, through its Director of Finance, a copy of the Internal Revenue Service Determination Letter regarding the tax-exempt status of the benefit received under this Section. The City shall receive said letter no later than ten (10) calendar days from commencement of this Agreement.

I. In an effort to coordinate the provisions outlined in this Article with the scheduled collective bargaining cycle with the San Antonio Professional Firefighters' Association, the City and the Association agree to reopen any portions of this Article during such negotiations in order to facilitate the development of a consistent approach and language in both Agreements. The parties shall have the same statutory duty to bargain in good faith as to all issues which relate to the benefits under this Agreement.

In the event the City and the San Antonio Professional Firefighters' Association, IAFF Local 624, ratify a new collective bargaining agreement that ceases City's contributions to the San Antonio Police Officers and Fire Fighters Prepaid Legal Plan and Trust on behalf of fire fighters, the City will not be required to continue its contributions for police officers. In lieu of the City's contribution to the Prepaid Legal Plan, the City will contribute $32.00 per month per employee to each employee as a voluntary qualified supplemental insurance incentive.

If the Association desires to continue a Prepaid Legal Plan and Trust, with or without participation of the San Antonio Professional Firefighters' Association, the Association may by secret ballot of its members determine the contribution of an Officer to the Prepaid Legal Plan and Trust. The Association shall notify the City in writing as to the monthly deduction amount, and the City shall commence making such deductions from the pay of each Officer no later than two pay periods following such notice.

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ARTICLE 33
Educational Incentive Pay

Section 1. Degree Required.

Educational Incentive Pay shall be provided immediately to Officers who qualify for such payment by furnishing documented proof of an Associate's, Bachelor's, Master's or Doctorate Degree to the Training Academy. Officers who hold Associate's, Bachelor's, Master's Degree or Doctorate shall receive Educational Incentive Pay. All college hours must come from an "Accredited College or University." For purposes of this Agreement, an institution of higher education must be accredited by a state education department, or by either the Southern Association of Colleges and Schools or a similar regional association recognized by the United States Department of Education. In cases where the validity of a college or university accreditation is raised, outside of this definition, the Chief, at his discretion, may accept or reject the question of any university's accreditation.

Payment shall be made monthly.

Officers without college or university degrees shall be paid Educational Incentive Pay for college hours earned at the following rates:

65 to 94 college hours	$60.00 per month
95 to 124 college hours	$90.00 per month
125 to 154 college hours	$120.00 per month
155 to 184 college hours	$150.00 per month
185 to 214 college hours	$180.00 per month
215 to 229 college hours	$210.00 per month
230 or more college hours	$240.00 per month

Officers with college or university degrees shall be paid Educational Incentive pay at the following rates:

Associates Degree	$215.00 per month	
Bachelor's Degree	$315.00 per month	
Master's Degree	$335.00 per month	
Doctors or Equivalent	$350.00 per month	

Nothing in this article should be construed to entitle an Officer to receive educational incentive pay pursuant to this section for both college hours and a college degree.

Section 2. Law Enforcement Related Courses.

A. Officers graduating from the Academy shall be required to have a minimum of thirty-one (31) college accredited hours before the expiration of one year after the completion of the thirty (30) week period following graduation from the Academy. The City shall ensure that,

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upon entrance to the Academy, each cadet is informed in writing of this requirement, the cadet acknowledges his understanding in writing, and the writing is made a permanent part of his file.

B. Officers who fail to complete the above requirement(s) shall not be allowed to move into the "Class B" Police Officer pay status until the requirements are met. Officers shall be required to show proof of achieving the above required college hours prior to being moved into "Class B" Police Officer pay status. Officers who have all the college accredited hours required by this section shall not be required to meet the additional standards outlined above.

Officers shall be entitled to receive reimbursement for tuition, fees, on-campus parking and the price of required text(s) at a college or university for course hours in an accredited degree program. Reimbursement shall be made in accordance with the following schedule:

Course Grade	Amount of Reimbursement
A	100%
B	90%
C	80%
D or F	0%

C. Officers who are enrolled in an accredited college or university and who under an approved college or university master's or doctorate degree plan are required to complete any course that is not assigned a grade, will upon successful completion of the course, be reimbursed by the City at 100% upon presentation of documentation of payment to the registrar's office of the college or university at the end of the semester of the required course.

D. The City shall reimburse bargaining unit employees for tuition under the following circumstances:

1. The tuition rate will not exceed the tuition rate charged by the UTSA for a similar degree program, but if UTSA does not have a similar degree program the rate will not exceed the tuition rate charged by the nearest Texas public state school with a similar degree program; and

2 Such reimbursement for tuition and fees shall only be paid at Texas residency rates; and

3. City tuition reimbursement is secondary to other sources such as grants or scholarships.[44]

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[44] A33, Sec. 2 (D)(1) – SAPOA proposal 2-26-2021

ARTICLE 34
Certification and Instructors Pay

Section 1. Certification Pay.

Basic Certification

Officers who hold a Basic Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive Fifty ($50.00) Dollars per month.

Intermediate Certification

Officers who hold an Intermediate Certificate shall receive One Hundred and Sixty Dollars ($160.00) per month.

Advanced Certification

Officers who hold an Advanced Certificate shall receive Two Hundred Dollars ($200.00) per month).

Masters Certification

Officers who hold a Master's Certificate shall receive Two Hundred and Forty Dollars ($240.00) per month).

Section 2. Instructors Certificate.

Officers who hold an active or inactive Instructors Certificate issued by the Texas Commission on Law Enforcement Standards and Education shall receive Twenty Dollars ($20.00) per month regardless of the Certificate held.

Payment shall be made monthly. The Chief shall have the right to require the Officer to produce a copy of the certificate or other valid verification prior to approval for the employee to receive such payments. Only officers who have obtained Texas Instructors Certificate (T.I.C.) through Departmental approval will be eligible for T.I.C. pay. Officers who possess T.I.C., whether active or in-active prior to April 1, 2004, will automatically qualify for T.I.C. pay.

Officers who are actively involved in teaching or instructing citizens or other Police Officers may request, through their chain-of-command, inclusion in the next academy sponsored Texas Commission on Law Enforcement Standards and Education Instructors Training Course. Admittance shall not be unreasonably denied, however, admittance shall be at the discretion of the Academy Commander and limited based on available classroom size.

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ARTICLE 35
Psychological and/or Medical Examination

Section 1. Psychological and/or Medical Evaluation.

The Chief shall have the authority at any time to require an Officer to submit to psychological evaluation or treatment and/or medical evaluation, at the City's expense, to be performed by a qualified psychologist, psychiatrist, counselor, therapist, or medical doctor chosen by the City. An Officer ordered either to submit to such an evaluation or to submit to a "fitness for duty" evaluation pursuant to Section 143.081 of the Local Government Code, must authorize, in writing, the release of the results of the examination to the Chief, as the Officer's employer. If indicated by the evaluation, the Chief may order an Officer to undergo treatment by an appropriate health care practitioner of the officer's choosing.

Section 2. Commitment to Effective Drug Interdiction Program.

The City and the Association agree that officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of officers and the public to ensure that officers are not substances impaired. In order to further their joint interest in protecting officers and the public, the City and the Association agree to mandatory drug testing as described in this section.

A. One Hundred Percent (100%) of Officers of all ranks, including the Chief, shall be susceptible to mandatory drug testing during each calendar year on a fair and impartial statistical basis at the City's expense. The fair and impartial statistical basis (in which each Officer has an equal chance of being selected during a calender year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the Officer shall be tested upon being selected by the computer.

The City and the Association have a mutual interest in ensuring that drug impaired Officers do not perform law enforcement duties. The City and the Association agree that the purpose of the mandatory drug testing policy is not to punish an officer who has not violated the Police Department's rules, regulations, policies or procedures. The City and the Association are committed to the principle that the mandatory drug testing policy for officers is designed and shall be administered to result in disciplinary action only against those Officers who have violated the Police Department's rules, regulations, policies or procedures.

Where an Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel will document the circumstances surrounding the inability or unwillingness. The officer will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under observation. Reasonable amounts of fluids may be given to the Officer to encourage urination. Failure to provide a sample may be considered a refusal to submit to a drug test.

Officers shall have the right to request that their urine sample be stored in case of legal disputes.

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The urine sample will be submitted to the designated testing facility where a sample will be maintained for a period of one-year. Officers may at their own expense request to have the test for urine, blood and/or hair administered at a qualified physician's office or certified testing laboratory, accompanied by the testing personnel provided such testing is administered within five (5) hours after notification by the Chief (and the sample shall be properly handled by a certified testing laboratory).

B. Drug testing shall consist of a two-step procedure:

1. Initial screening test.

2. Confirmation test.

Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test.

The City and the Association will agree within one hundred and eighty (180) calendar days as to a SAMHSA/CAP FUDTP certified laboratory selected to conduct drug testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody and have a demonstrated technical expertise and proficiency in urinalysis and shall comply with all requirement of SAMHSA/CAP FUDTP. The City shall require any laboratory selected for collecting samples to conduct a background investigation on those laboratory personnel involved in the collecting or handling of an unsealed sample. In addition, the City shall require any laboratory selected for collecting samples to use only employees who have not been arrested by Officers of the San Antonio Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in the collecting or handling of an unsealed sample collected from an Officer. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result.

All records pertaining to the Department required drug tests shall remain confidential except to the extent used in a disciplinary process and appeal. Drug test results and records shall be stored in a locked file under the control of the Chief. The Chief will maintain original copies submitted by the laboratory. No access to these files shall be allowed without written approval of the Chief.

C. The City and the Association agree to a zero tolerance policy for the use of drugs and alcohol while on duty or driving a City vehicle, and also agree to require post-accident mandatory drug/alcohol testing of any officer involved in a vehicular accident in a City vehicle which results in a death, injury to any person requiring medical treatment or significant property damage (as determined by a supervisor) which for a vehicle is a damage rating of 3 or more, as defined in the Texas Department of Transportation Vehicle Damage Guide for Traffic Crash Investigator. Drug testing shall be in accordance with the testing guidelines set forth in subsection (B) above. Alcohol testing shall be by breathalyzer or other recognized scientific process. The assigned severity code, resulting in a decision to test/not test is non-grievable.

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D. Nothing in this section shall be construed to prohibit the Chief from conducting a drug test on an Officer based upon reasonable suspicion in accordance with the guidelines as set forth by this section.

E. For the purposes of this section:

1. "drug testing" shall be defined as the compulsory production and submission of urine by an Officer for chemical analysis to detect the presence of prohibited drug usage.

2. "reasonable suspicion" shall be defined as a judgment/conclusion that a person is unable to safely and/or effectively perform their duties due to the suspected influence of drugs, alcohol, or inhalants. Reasonable suspicion is based on specific, observable facts that an officer may be under the influence of drugs, alcohol, or inhalants.

3. "drug/alcohol testing" shall be defined for post-accident incidents as the compulsory production and submission of urine, breath, or blood for analysis to detect the presence of prohibited drug(s) or alcohol.

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ARTICLE 36
City Protection for Police Officers

The City will defend in or out of court any Police Officer who incurs a charge or lawsuit as a result of the lawful performance of his duties pursuant to the provisions of City guidelines as adopted and approved under City Ordinance No. 83927 incorporated as Attachment "4", excluding Section 1. "Definitions" Subsection 8B, V and VI, which shall not apply, or as otherwise provided by law.

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ARTICLE 37
Employee Personnel Systems

Section 1. Police Personnel Unit.

The City shall implement a Police Personnel Unit. Such unit shall be staffed with a minimum of one (1) Sergeant or above, support personnel, and the operational equipment, i.e., computers. At the discretion of the Chief and without limiting his authority to determine the manpower and/or staffing needs of any unit and/or the Department as a whole, this unit's primary functions shall be to make recommendations to the Chief:

1. To set the amount and type of relief days assigned to each police station;

2. To set the number of Officers assigned to each work station and the actual personnel on a seniority basis assigned to each patrol shift at each police station.

B. Additionally, this unit shall:

1. Maintain an updated, City-wide file of all Officer requests for relief days and work station assignments; and

2. Process assignment of relief days, from said office, by seniority of requests on file pursuant to Article 12 of this Agreement.

Section 2. Thirty (30) Day Requirement.

All premium relief days shall be filled or abolished in accordance with current practice within thirty (30) calendar days. For purposes of this section, premium relief days shall be defined as Thursday/Friday, Friday/Saturday, Saturday/Sunday, and Sunday/Monday. If any shifts are established with a four-day work week, premium relief days for those shifts shall be defined as: (i) Thursday/Friday/Saturday; (ii) Friday/Saturday/Sunday; (iii) Saturday/Sunday/Monday and Sunday/Monday/Tuesday.

A. Thirty (30) Calendar Day Exception

The thirty (30) calendar day requirement shall be waived from February 24 through the last day of Fiesta each year. Officers having transferred into any assignment and who meet their six (6) month requirement for seniority eligibility during the Fiesta break will be eligible only for premium days that become available after their six month eligibility has been met.

For example, an Officer who meets his six-month requirement on March 15th would not be eligible for any premium relief days that become available before that date.

It is agreed and understood that only prime relief days that become available during the waived Fiesta period can be guaranteed to the most eligible Officer under this exception clause. All non-

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premium relief days that would have become available as a result of the guaranteed transfer that would have taken place were it not within the Fiesta period, and that are not premium relief days will be filled in accordance with available openings after the waived Fiesta period ends. All premium relief days being vacated during the Fiesta period shall be filled within thirty (30) calendar days after the last day of Fiesta.

While it is understood that situations may arise when there will be legitimate reasons for eliminating a particular set of relief days, premium relief days shall not be abolished for the purpose of compliance with this section.

Section 3. Nepotism.

No Officer shall be allowed to work under the direct supervision of a relative. Relatives may be co-workers in the same division. No Officer shall be allowed to exercise his seniority in applying for positions that would place him under the direct supervision of a relative. No supervisory Officer shall be allowed to exercise his seniority in applying for positions that would place him in direct supervision of a relative. For the purposes of this section, relative means persons related through blood or marriage, and include spouses, parents, children, brothers or sisters, and in-laws standing in the same relationships.

Section 4. Personnel Career Activity System.

All Officers requesting transfers to positions outside of the patrol shifts will utilize the Personnel Career Activity System (PCAS).

When Division Commanders are authorized to fill a current vacancy or newly created position, the Division Commanders shall request the position be advertised in the Daily Bulletin for a period of not less than four (4) calendar days. Only Division Commanders shall request the list of qualified candidates from the Manpower Allocations Detail.

All officers who hold the rank of Patrol Officer or Detective Investigator who apply for a position through PCAS and who are not selected, and who request same in writing through the chain of command o the Captain of the Unit to which the officer was not selected, shall be given the true reason for rejection in writing within fourteen (14) calendar days of the date the request was received by the non-selecting Captain.

Within fourteen (14) calendar days of receiving a written rejection, an affected officer may submit a written appeal to the Deputy Chief who supervises the non-selecting Captain. The Deputy Chief shall affirm the rejection or overturn the rejection in writing within fourteen (14) calendar days of receipt of the appeal.

Appeals and responses under this section are not subject to Article 15 (Grievance Procedure) of this Agreement, nor may be used in any official proceeding, unless such response includes a violation of Article 4, Section 2 (Management Duties to the Association) of this Agreement.

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ARTICLE 38
Miscellaneous Provisions

Section I. Service Handgun/Badge Upon Retirement.

Each Officer who retires from the force shall be given their service handgun and badge at no charge.

Section 2. Service-Connected Death.

In the event of an Officer's death in the course and scope of employment, over and above the City's life insurance/accidental insurance benefit, the City shall pay funeral expenses of $10,000 payable within 10 calendar days to the Officer's beneficiary as designated in the City's life insurance program and provide at no cost the Officer's badge and service handgun to that beneficiary if otherwise legal.

Section 3. Special Assignments.

A. Except as provided elsewhere in this Agreement, the City shall have a right to place Officers on special assignment. Officers placed on special assignment on an involuntary basis shall work the assignment for a maximum of sixty (60) calendar days. At the end of the sixty (60) calendar day period, the Chief of Police may extend the term, based on extenuating circumstances. Officers whose assignment exceeds the original sixty (60) calendar day period shall relinquish their seniority and relief days from the original, permanent assigned unit. Officers who object to the continuation of the special assignment after the sixty (60) calendar day period shall be returned to their assigned unit. Officers returning to an original unit from a special assignment that exceeded the sixty (60) calendar day limit must re-bid on relief days, based on the next available opening (no six (6)-month waiting period unless the special assignment goes beyond one hundred and eighty (180) calendar days, in which case the officer will be required to wait the six (6) months).

B. Officers placed on special assignment on a voluntary basis may work the assignment for a maximum of one hundred and eighty (180) calendar days. Officers whose assignment exceeds the original one hundred and eighty (180) calendar day period shall relinquish their seniority and relief days from their original, permanent assigned unit. Officers returning to their original unit from a special assignment that exceeded one hundred and eighty calendar days must re-bid on relief days, based on the next available opening.

Section 4. Permanent Personnel File.

The City shall be required to maintain a permanent personnel file on each Officer, pursuant to the requirements as outlined in Section 143.089, Local Government Code or its successor in function.

Section 5. Exception to Open Records Act (Officer File Photo).

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Contained within each Officer's permanent personnel file shall be a photograph(s) as defined by No. 474, Article 2.12 of the Code of Criminal Procedure. The same shall not be released to the public or the press where the same would endanger the life or the physical safety of the officer unless:

A. The Officer is under indictment or charged by an offense by information; or

B. The Officer is a party in a Civil Service hearing or a case in arbitration; or

C. The photograph is introduced as evidence in a judicial proceeding.

Section 6. Pay Stub.

The City will utilize electronic or paper payroll check stubs with current data showing accrued balances of sick leave, bonus leave, accrued holidays, compensatory time, vacation time, and military leave.

Section 7. Family Assistance Officer.

The Chief shall appoint a Family Assistance Officer. The Family Assistance Officer will be relieved of regular duty on a case-by-case basis in order to assist the families of officers who die or are seriously injured while on active duty, or suffer a catastrophic illness in making appropriate arrangements and completing necessary paperwork.

Section 8. Reimbursement for Lost, Damaged, or Stolen Items.

The Chief shall have discretion to reimburse any Officer, the replacement value (up to a maximum of $250.00), for any personal item lost, damaged, or stolen (including clothing) as a result of on-duty employment. The Chief shall also have the discretion to reimburse any Officer the replacement value, equivalent to the specifications for a Department approved personal rifle or shotgun as determined by the Firearms Proficiency Control Officer or Training Academy Commander's designee, for a personal rifle or shotgun lost, damaged, or stolen as a result of on-duty employment. The Chief s decision in this regard shall be final and is not subject to grievance and/or arbitration.

Section 9. Physical Fitness.

The City and the Association are committed to a healthy, physically fit and well-trained police department. In demonstrating this commitment, Officers who participate and meet standards as established in a police academy sponsored wellness program or who score the standards set out in this section during annual in-service training shall be awarded the administrative leave incentives outlined herein.

During October of each year preceding the starting date of each yearly in-service training, the

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Chief and the President of the Association shall appoint three (3) members each (six total) to a physical fitness panel. It will be the sole responsibility of this panel to set point values, time limits, and the necessary requirements for the wellness program and for achieving incentives for the next year's in-service. The Chief and Association shall provide written notice of their appointees to the physical fitness panel at least thirty (30) calendar days before the panel is scheduled to meet. Through the use of both the most current Physical Fitness Standard number scale criteria, and the previous year testing results, the panel will set standards which best create a performance curve of the Department and provide incentives based on performance according to sex and age groupings. The panel shall reach an agreement on all items relating to point values, time limits, or necessary requirements, and all recommendations shall be forwarded to the Chief. The Chief can veto any recommendation and return the recommendation to the panel for re-examination. The Training Academy Commander shall act as the non-voting moderator and will be responsible to ensure the panel meets at the required stated time.

A. Academy Sponsored Wellness Program.

Officers may elect to participate in a personalized wellness program individually designed for the Officer by the fitness panel. Officers participating in personalized programs will have administrative leave incentives set by fitness panel. Personalized incentives will be awarded in accordance with personalized goals and objectives met by the individual officer involved. The Chief or designee will approve all panel approved individual wellness programs and award incentives of eight (8) to forty (40) hours in accordance with this Agreement and the success of the individual Officer in achievement of the designed goals and objectives which will be measured by the fitness test.

B. In-Service Physical Standards.

A PT staff member will monitor each Officer's sit-ups, push-ups, vertical jump, mile and one-half run, dummy drag and stationary or bicycle ride. The sit-ups, push-ups, weight control and vertical jump will be monitored on a one-on-one basis.

C. Incentives.

Officers who successfully complete any combination of exercises and who score within the pre-designated total point range will receive the corresponding physical fitness incentive of sixteen (16) to forty (40) administrative leave hours.

Officers who participate in the physical fitness program for three consecutive years during in-service and who do not receive an incentive shall receive one-day administrative leave for their participating in the program. For purposes of this section the physical fitness panel shall define participation for each year.

Officers may select five of the six events (which may include but shall not be limited to, sit ups, push ups, vertical jump, mile and one half run and/or walk, stationary or bicycle ride, and sprint, wall, drag) in which to participate in to achieve their goal. Weight loss is not an event but will be

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counted towards the Officers overall score. No points will be subtracted for not participating in any individual event.

Officers on light duty, that have a documented injury will need to provide the Academy PT staff with a copy of their 172-form in order to reschedule a make-up with the PT staff. Officers who cannot participate in the physical fitness portion of their scheduled in-service due to a documented injury will have sixty (60) calendar days from the date they return to full duty in order to complete this portion of their in-service and qualify for the administrative leave hours.

Officers who attend their scheduled in-service but miss participating in the physical fitness portion due to Departmental business or other emergency, but not a documented injury, have thirty (30) calendar days from their scheduled in-service date to reschedule a make-up with the PT staff.

The award of administrative leave or lack thereof shall not be the grounds for a grievance. Decision by Academy staff as to the actual individual completion times or individual completion of exercise requirements shall be final. This leave shall be awarded the second pay period of the following quarter in which the Officer earned the administrative leave hours and the Officer has 365 calendar days from the date posted to the individual Officer's leave bank to use it.

Section 10. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047 and 143.089.

Section 11. Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel.

The City and the Association agree that officers covered by the Meet & Confer Agreement between the City of San Antonio and San Antonio Park Police Officers Association, including but not limited to Park Police, Airport Police, Code Abatement Officers and Deputy City Marshals, are not members of the bargaining unit covered by and have no rights under the Agreement between the City of San Antonio and the San Antonio Police Officers Association. The parties agree that members of the bargaining unit covered by the Meet & Confer Agreement between the City of San Antonio and the San Antonio Park Police Officers Association and/or San Antonio Airport Police Officers Association are not officers who have been hired in substantial compliance with Chapter 143 pertaining to civil service police positions, and are not officers who must have knowledge of work within the San Antonio Police Department in their duties, jobs, and responsibilities. This provision preempts any contrary provisions of Chapter 143 which might otherwise be applicable to such officers covered by the Meet & Confer Agreement between the City of San Antonio and San Antonio

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Park Police Officers Association, and/or San Antonio Airport Police Officers Association and preempts any rights, privileges, or benefits to such officers which might arguably result from the creation of additional civil service positions.

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ARTICLE 39
Civilianization[45]

Section 1.

Notwithstanding any provision in this agreement to the contrary (if any), and without altering any other provision of this Agreement, the City is authorized to civilianize the following positions or units, and any civilianization action heretofore taken by the City is hereby ratified and approved by the Association.

1. Court Liaison
2. Facilities Management
3. Communications
4. Research and Planning
5. Municipal Integrity
6. Crime Scene Unit
7. UCR/Report Review
8. Youth Services
9. Vehicle Storage

In addition to the listed functions above, the administrative services positions titled Service and Support Office as reflected on the attached Organizational Chart, shall be a civilian position irrespective of the fact that portions of the job description carried out by that position have previously been the responsibility of sworn civil service personnel. It is understood and agreed, however, that the civilian position shall at no time supervise or command sworn civil service personnel.

The City agrees to maintain staffing levels in the Crime Scene Unit at no less than 30% sworn officers, not to include supervisors, it being understood that any reduction in the percentage of sworn officers shall be by attrition or enhanced authorized staffing only. It is understood and agreed, however, that when the Chief implements the UED program under Article 11, this percentage may be reduced pro-rata with the transfer of personnel to other assignments in accordance with Article 11 Section 7. The Chief will meet with Association representatives from time to time to make sure that implementation protocols and procedures for patrol and dispatch sufficiently provide for the safety of officers, the safety of civilian employees and the public generally, and effective prosecution. The lead incident commander of the shooting investigation

[45] A39 Civilianization – **Note**: Linked to A7 Management Rights, Sec. 1 (J) – Waiting for COSA language

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team shall be a sworn Officer.

Officers and Detectives assigned to Vehicle Storage, Communications and Youth Services at the time of the City Council approval of this Agreement who also receive shift differential pay will retain the shift differential pay if they are involuntarily reassigned due to civilianization of the units until they voluntarily transfer to a job assignment without shift differential.

The City shall notify the Association President at least ninety (90) calendar days prior to civilianization of Vehicle Storage, Communications, Youth Services and jobs traditionally performed by sworn officers and shall consult, and reach mutual agreement, with the Association President over the effects of such civilianization. The City agrees the effect of civilianization shall not reduce the authorized number of sworn Police Officers, Detectives or Supervisors.

Section 2.

The City of San Antonio may additionally utilize civilians in any position created in the future, that does not require the individual to have and exercise the power of arrest under the standards for distinguishing between classified and civilian positions set forth in *Lee v. City of Houston,* or any later decision by the Supreme Court of Texas.[46]

Section 3. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 143.001 through 143.027 and 143.041 through 143.047.

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[46] A39, Sec. 2 – **Note**: Waiting for COSA language

ARTICLE 40
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.

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ARTICLE 41
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 Officers to insist in any one or more instances, 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 Officers to future performance of any such term or condition, and the obligations of the City and the Officers as 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 Chapter 141, 142, or 143 of the Local Government Code or any other civil service provision, this Agreement shall prevail, notwithstanding any such provision of Chapter 141, 142, or 143 of the Local Government Code or any other civil service provision.

Section 3. Full and Final Scope of the Agreement.

The parties agree that each has had the 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 8), it is agreed that the City shall not be subject to provide additional wages, compensation, or emoluments of any kind beyond that which is specified in this agreement; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this Agreement, the compensation or emolument levied against the City shall be waived and disclaimed in-to. 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 this Agreement, legislation may become effective which would negate certain benefits or emoluments.

Section 4. Impasse Procedure.

In the event the City and the Association reach an impasse in collective bargaining negotiations, as such impasse is defined in Chapter 174 of the Local Government Code, the parties shall abide by the impasse procedure set forth in City Ordinance No. 51838, which ordinance is set forth in Attachment 3 hereto and incorporated herein by reference. This agreement, and the "contract" referred to in the ordinance are one and the same.

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Section 5. No Bypass Agreement.

The parties hereto agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Association. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations up to and including impasse resolution attempts.

Section 6. Indemnity.

The indemnity provided herein by the City shall be permitted to the extent, and only to the extent, permitted by Texas Law.

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FOR THE CITY OF SAN ANTONIO:

Sheryl L. Sculley
City Manager

Jeffrey Londa
Chief
Negotiator

Date: '\ •Z.."3 - \b

Date: \ O \ \ D \ \ \ _.o

William McManus
Police Chief

Date:-i)n/;L

.4 L

Martha Sepeda
Acting City
Attorney

Date: C\.-:L;-I!@

Erik Walsh
Deputy City Manager

Date: 9/23/16

d C . Lt

Ronald G. DeLord
Chief Negotiator

Date 10/12/16
:

--+' ---+-Y---'

Michael F. He
President, SAPOA
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Date: / .. j

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ATTACHMENT 1
EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties

These procedures shall apply whenever the parties have agreed to arbitrate under them, the Streamlined Labor Arbitration Rules, or the Expedited Labor Arbitration Rules of the American Rules, or the Expedited Labor Arbitration Rules of the American Arbitration Association, in the form obtaining when the arbitration is initiated.

2. Appointment of Neutral Arbitrator

The AAA shall appoint a single neutral arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.

3. 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 circumstance likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace the arbitrator or communicate the information to serve promptly.

4. Vacancies

The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.

5. Date, Time and Place of Hearing

The arbitrator shall fix the date, time and place of hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally or by facsimile.

6. No Stenographic Record

There shall be no stenographic record of the proceedings.

7. 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 to be held within seven days.

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8. Posthearing Briefs

There shall be no posthearing briefs.

9. Time of Award

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the closing of the hearing.

10. 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.

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ATTACHMENT 2
WAGES

A. The following monthly wage scales shall become effective October 1, 2016:

Title	A	B	C	D	E	F
Police Officer	$4,099	$4,932	$5,264	$5,369	$5,475	$5,584
Police Detective Investigator	$5,740	$5,910	$6,085	$6,207		
Police Sergeant	$6,520	$6,649	$6,782			
Police Lieutenant	$7,302	$7,448	$7,597			
Police Captain	$8,379	$8,547	$8,717			
Police Deputy Chief	$11,598					
Police Assistant Chief	$12,526					

B. The following monthly wage scales shall become effective October 1, 2017 (3%):

Title	A	B	C	D	E	F
Police Officer	$4,222	$5,080	$5,422	$5,530	$5,639	$5,752
Police Detective Investigator	$5,912	$6,087	$6,268	$6,393		
Police Sergeant	$6,716	$6,848	$6,985			
Police Lieutenant	$7,521	$7,671	$7,825			
Police Captain	$8,630	$8,803	$8,979			
Police Deputy Chief	$11,946					
Police Assistant Chief	$12,902					

C. The following monthly wage scales shall become effective October 1, 2018 (3%):

Title	A	B	C	D	E	F
Police Officer	$4,349	$5,232	$5,585	$5,696	$5,808	$5,924
Police Detective Investigator	$6,090	$6,270	$6,456	$6,585		
Police Sergeant	$6,917	$7,054	$7,195			
Police Lieutenant	$7,747	$7,902	$8,060			
Police Captain	$8,889	$9,068	$9,248			
Police Deputy Chief	$12,304					
Police Assistant Chief	$13,289					

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D. The following monthly wage scales shall become effective October 1, 2019 (3%):

Title	A	B	C	D	E	F
Police Officer	$4,479	$5,389	$5,752	$5,867	$5,983	$6,102
Police Detective Investigator	$6,272	$6,458	$6,649	$6,783		
Police Sergeant	$7,125	$7,266	$7,411			
Police Lieutenant	$7,979	$8,139	$8,301			
Police Captain	$9,156	$9,340	$9,525			
Police Deputy Chief	$12,673					
Police Assistant Chief	$13,687					

E. The following monthly wage scales shall become effective October 1, 2020 (2%):

Title	A	B	C	D	E	F
Police Officer	$4,569	$5,497	$5,867	$5,984	$6,102	$6,224
Police Detective Investigator	$6,398	$6,587	$6,782	$6,918		
Police Sergeant	$7,267	$7,411	$7,559			
Police Lieutenant	$8,139	$8,301	$8,467			
Police Captain	$9,339	$9,526	$9,716			
Police Deputy Chief	$12,927					
Police Assistant Chief	$13,961					

F. The following monthly wage scales shall become effective April 1, 2021 (3%):

Title	A	B	C	D	E	F
Police Officer	$4,706	$5,662	$6,043	$6,164	$6,285	$6,411
Police Detective Investigator	$6,590	$6,785	$6,986	$7,126		
Police Sergeant	$7,485	$7,633	$7,786			
Police Lieutenant	$8,383	$8,550	$8,722			
Police Captain	$9,619	$9,812	$10,007			
Police Deputy Chief	$13,315					
Police Assistant Chief	$14,380					

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ATTACHMENT 3 CITY ORDINANCE 51838

AN ORDINANCE **5 1838**

ESTABLISHING A BINDING IMPASSE PROCEDURE IN THE EVENT AN IMPASSE IS REACHED DURING THE COLLECTIVE BARGAINING PROCESS WITH THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION OR WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 624; ESTABLISHING THE CONDITIONS UNDER WHICH THE IMPASSE PROCEDURE WILL BECOME INVALID AND VOID; REITERATING THE CITY'S AUTHORITY AND INTENTION TO DISCIPLINE ANY FIREFIGHTER OR POLICE OFFICER ENGAGING IN A STRIKE; AND PROVIDING FOR THE TERMINATION OF THE ORDINANCE IN MARCH of 1981.

WHEREAS, the courts of the State of Texas have found to be unconstitutional a portion of the impasse procedure contained in the Fire and Police Employee Relations Act; and

WHEREAS, the findings of the courts leave the City and the Fire and Police Associations without an acceptable impasse procedure in the event contract talks reach impasse; and

WHEREAS, the City intends to bargain in good faith with its Firefighters and Police Officers, while insuring that Firefighters and Police Officers are discouraged from engaging in any kind of strike or job action; and

WHEREAS, the City intends for *this ordinance to be effective only long enough for the parties to bargain an impasse procedure and establish it by contract; NOW THEREFORE:*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. (Normal bargaining) The City shall engage in collective bargaining in accordance with the provisions of the Firemen's and Policemen's Employee Relations Act, and *shall use the services of a mediator when appropriate.*

SECTION 2. (Factfinding to be used) In the event of an impasse, a factfinding panel shall ascertain the facts and make recommendations.

SECTION 3. (Composition of the factfinding panel) Factfinding shall be accomplished by a factfinding panel of three (3) members. One (1) member shall be appointed by the Association, one (1) by the City, and the third (neutral) shall be as agreed upon or, *if unable to reach agreement, selected through the American Arbitration Association procedure. The cost of the neutral shall be shared equally. The Association's member, if paid, shall be paid by the Association, and the City shall pay for the City representative, if any cost is involved.*

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ATTACHMENT 3

CITY ORDINANCE 51838

'&CTION 4. (Guidelines iting the scope of factfinding >:)

a. The overall compensation in the current contract including direct salary and fringe benefits;

b. A comparison of wages, hours and conditions of employment of San Antonio Police Officers and Firefighters with the wages, hours, and conditions of employment of other public and private employees in the local labor market area performing similar services and with other employees generally in public and private employment in comparable cities in the State of Texas and the City of San Antonio;

c. The hazards of employment, physical, educational, and mental qualifications, job training and skills required of a San Antonio Police Officer or Firefigh'ter;

d. The cost of living in San Antonio relative to other communities;

e. The rate of increase in the cost of living for the preceding twelve-month period using localized data to the fullest extent feasible;

f. Any current national or state policies or guidelines with respect to compensation, and the extent to which such guidelines are followed in the comparable public and private sectors .set forth in Section 4b. above.

SECTION S. (Action upon recommendations of the factfinding panel) The findings and recommendations of the factfinding panel shall not be made public for seven (7) days. If, within seven (7) days after factfinding, the parties have failed to agree to a contract, the findings and recommendations of the factfinding panel shall be made public. If, within ten (10) days after the reconunendations have been made public the parties have not agreed to a contract, the major unresolved issues shall at the request of either party be submitted to a referendum election which shall be binding on the parties.

SECTION 6. (Conduct of the referendum)

a. The election shall be held on the first date permissible under state law.

b. The party rejecting the factfinder 's recommendation shall pay 3/4 of the cost of the referendum; the other party 1/4 of the cost.

c. Each party shall be entitled to submit two (2) and only two (2) unsettled issues to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues.

d. Certain rights are reserved to City management and are not subject to referendum. They are:

(1) The right to hire, direct, transfer and assign employees.

(2) The right t: reduce in force or lay off employees becauq of lack of work or funds. (All reductions shall be in accordance with Civil Service laws)

(3) The right to determine appropriate staffing levels and work performance standards; along with the quality and quantity of services to be offered to the public; and the means and methods of offering those services.

(4) The right to discharge for cause.

(5) The right to use security personnel, which include, but are not limited to such job classifications incorporated with 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.

(6) The right to use civilians in the Police Department and the Fire Department to perform duties which do not require a commissioned officer or the power of arrest.

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ATTACHMENT 3
CITY ORDINANCE 51838

e. *Civil Service laws S. not JRagei.JJ JFfot to referendum.*
f. *The City shall not place on the referendum baLlot any issue that would reduce any existing direct economic benefit accruing to association members.*
g. *Polling places shall be consolidated to the maximum degree feasible in accordance with applicable state and federal laws.*

SECTION 7. (The procedure void in case of a strike) Should an Association cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of its department; or in any manner encourage members 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 render null and void the impasse procedure established by this ordinance by giving written notice to this effect to the president of the Association.

SECTION 8. (Disciplinary action) By this ordinance, the City reaffirms its right and intent to discipline any Firefighter or Police Officer who engages in any action listed in Section 7 above, in addition to whatever other remedies may be available to the City at law or in equity.

·sECTION 9. (Time limitation of the ordinance) This ordinance is intended to provide an impasse procedure for the 1980 bargaining year only. It is intended to provide an opportunity for the Firefighter and Police Associations and the City to bargain an impasse procedure and include such a procedure as a permanent provision of the contract. Accordingly, this ordinance shall become invalid and void after March 31, 1981.

PASSED AND APPROVED THIS ay of , 1980.

.ATTEST: J. V. Lila Cockrell
MAYOR

City Clerk \ 0--)

8 0 - 10

APPROVED AS TO FORM: ... ?cnifl\/r
City Attorney

APPROVED AS TO FUNDS: I IA,(_ :X_ . !
Director of Finance

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ATTACHMENT 3

CITY ORDINANCE 51838

""ITY OF SAN ANTONIC'

l nterdepartment Correspon dence Sheet

TO: *The Mayor and City Council*

FROM: *Claude C. McRaven, Employee Relations Coordinator*

COPIES TO: *file*

SUBJECT: *An Impasse Procedure for Collective Bargaining*

Date February *11, 1980*

Background

The proposed ordinance is submitted in accordance wit:h the Council's directive (Resolution of December 13, 1979) to develop an impasse procedure to be utilized during the 1980-'81 Fire and Police Contract Negotiations, in the event the parties fail to reach agreement.

It is felt: the procedures outlined offer the best compromise available to insure good faith bargaining for the upcoming contract talks. The ordinance is designed to self-destruct after the 1980 negotiations; and any impasse procedure beyond this time period should be bargained and included in future contracts, if agreement: can be reached.

Conclusion and Recommendation

The ordinance provides an impasse proedure which is workable and which is in the best: interest of the City. It: is recommenped for adoption wit, the understanding that: all parties will negotiate in good faith toward agreement: on a reasonable and •..rorkable procedure to be included in future contracts.

Claude - McRaven
Employee Relations Coordinator

·ccMcR:sas

·Recommend.ation Approved:

Ths £.Huebner

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ATTACHMENT 4
CITY ORDINANCE 83927

JS
4/18/96
#33

AN ORDINANCE 8 3 92 7

ADOPTING THE CITY'S OFFICER AND EMPLOYEE LIABILITY PLAN POLICY AND REPLACING ORDINANCE NO. 62206, ADOPTED IN JANUARY 1986.

* -* * * *

WHEREAS, the current Ordinance adopted as Ordinance No. 62206, in January 1986, lacks procedural detail and clarity, causing concerns as to "acts" covered and excluded under the Indemnification Policy; lacks detail in procedures that officers and employees need to follow in order to be entitled to indemnification; and causes confusion as to when the City will pay for employee's outside counsel, and

WHEREAS, a new Ordinance is needed to define "acts" and to formalize the procedural process; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. This Ordinance formally adopts the City of San Antonio Officer and Employee Liability Plan Policy ("the Plan"). It replace Ordinance No. 62206, adopted in January 1986. The Plan indemnifies City officers and employees in connection with legal proceedings arising from the performance of their duties.

SECTION 2. This Policy will clarify the rights and responsibilities of the City, and of the officer or employee, and will simplify the process of responding in a timely manner to the initiation of litigation. The Plan shall consist of the policies, rights, and duties embodied in this Ordinance, and shall be implemented and administered as provided by this Ordinance.

SECTION 3. The proposed Ordinance defines "acts" that are covered and excluded. If the City denies coverage, the Plan member may seek a determination from the court as to whether they are entitled to coverage; it will formalize the procedural process, in that officers and employees are given specific procedures in order to request indemnification.

SECTION 4. The City Attorney or his designee will represent the Plan member unless a conflict arises, then the Plan member must select an approved private attorney for representation. The City will not pay for any costs or legal fees incurred by the Plan member if they utilize an attorney not approved by the City Attorney and Risk Manager, unless required by law.

SECTION 5. The Plan does not affect police/fire personnel under their present labor contracts.

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ATTACHMENT 4

CITY ORDINANCE 83927

SECTION 6. Formal adoption of this Ordinance will not necessitate a current budget amendment, as expenditures will be approved on a case-by-case basis in connection with each individual lawsuit.

SECTION 7. This Ordinance shall be effective on April 25, 1996.

.PASSED AND APPROVED this **11th** day of April, 1996.

/A.

Y O R

ArIBST

ASSISTANT City Clerk

APPROVED AS TO FORM: .,;L-

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ATTACHMENT 4

ORDINANCE 83927

The City of San Anton io Officer and Employee Lia bility Plan Policy

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Section 1. Definitions.

The following terms, as used in this Ordinance, shall have the following meanings unless the context requires otherwise:

I "Act" includes an omission or failure to Act.

2. "City" means the City of San Antonio, Texas.

3. "City Vehicle" means a vehicle or any mobile equipment leased to, or owned by CITY.

4. "Claim" means any claim made or suit brought against the City and/or a Plan Member for damage or injury alleged to be caused by a Covered Act.

5. "Claims Board" means the CITY's Self-Insurance Claims Board created by the Program Ordinance.

6. "Coverage Determination Action" means an action by a Plan Member to determine coverage under the Plan pursuant to Section 7 of this Ordinance.

7. "Covered Act" means any act or omission of a Plan Member while constituting no waiver of immunities, that:

(a) occurs during the discharge of the Plan Member's official duties,

(b) is within the course and scope of the Plan Member's office, employment, or assigned work with the CITY, as applicable, or

(c) constitutes, or is alleged or asserted to constitute, negligence on the part of the Plan Member.

(d) occurs during incidental medical services or first aid (including transportation) at the scene of an accident or injury by any Plan Member not regularly engaged in the medical profession.

(e) occurs while rendering medical services (including transportation) by emergency medical technicians, paramedics, nurses and aides employed by the CITY while in. the course of their employment as such.

(f) occurs while a Plan Member is carrying out their authorized duties related to the CITY's public safety activities.

(g) occurs while a Plan Member is using a CITY Vehicle, or one hired by or on behalf of the CITY, provided the use is with the permission of the CITY, or

(h) arises from the use of a Non-Owned Automobile by a Plan Member while such automobile is being used in the business of the CITY.

(i) ·arises from an act or omission of a Plan Member while they are acting the course of their duties as a member of the Claims Board.

8. ·"Excluded Action" means any Claim against a Plan Member:

(a) by the CITY; or

(b) ·that results from (i) an intentional or knowing violation of a penal law (including an administrative agency rule having the force and effect of law) committed by, or with the knowledge and consent of, the Plan Member; (ii) an act of fraud committed by, or at the direction of the Plan Member; (iii) official misconduct, a willful or wrongful act or omission, or an act or omission constituting gross negligence committed by, or at the direction of, the Plan Member; (iv) an act of conspiracy or collusion by the Plan Member against the CITY; or (v) knowing or intentional violation by the Plan Member of any ordinances, policies or procedures of the CITY, or of lawful orders, instructions or directives of CITY management; or (vi) an intentional or knowing violation of employment rules or policies; or

(c) that arises while the Plan Member is using or operating a CITY vehicle or other CITY property or equipment with no authority to do so; or

·(d) ·that asserts or alleges liability assumed by the Plan Member under a contract, unless the Plan Member is authorized by the CITY to enter into the contract; or

(e) ·that includes a joinder by the Plan Member of a claim or suit of the member against the CITY for benefits under the Plan; or

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(f) ·for damages that are not recoverable against the CITY; or

·(g) Jor damages the CITY is precluded from paying under Section l 02.002, Texas· Civil Practice and Remedies Code, Vernon's Texas Codes Annotated, or for payments in excess of the limitations on payments by the CITY prescribed by Section 102.003, Texas Civil Practice and Remedies Code, Vernon's Texas Codes Annotated; or

(h) that includes exemplary damages.

9. "Excluded Loss" means any of the following:

·(a) any Loss that arises out of an Excluded Action; or

(b) any Loss the CITY is precluded from paying by law; or

(c) any Loss arising out of a Claim resulting from a Covered Act that occurred before the Plan took effect, unless the Board at its discretion, extends coverage; or

(d) any Loss arising out of a claim resulting from a Covered Act that occurs while the Plan is in effect if (i) the Plan Member experiencing the Loss becomes legally obligated to pay the Loss after the Plan is terminated, and (ii) such Claim or Legal proceeding were barred by any statute of limitations when instituted; or

(e) any Loss arising out of a Claim resulting from a Covered Act that occurs after the Plan is terminated.

10. ·"Loss" means (i) the damages, excluding exemplary damages, that a Plan Member or former Plan Member is legally obligated to pay on account of a Claim; and (ii) amounts paid, or agreed to be paid, by the CITY pursuant to Section 3(b) and 4 of this Ordinance, to compromise or settle a Claim in .order to avoid the risk expense and uncertainty of litigation.

"Loss Expenses" means any of the following:

(a) the CITY's expense in investigating or defending a claim that may result in a Plan Claim; and

(b) the costs taxed against a Plan Member in a suit that results in a Plan Claim and any pre-judgment or post-judgment interest for which the Plan Member is liable; and

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(c) the reasonable expenses of a Plan Member incurred at the CITY's request m connection with a Claim that may result in a Plan Claim; and

(d)_ any attorneys' fees ordered by a court to be paid by a Plan Member in a suit arising out of a Claim that results in a Plan Claim.

12. "Non-Owned Automobile" means an automobile which is neither a CITY Vehicle nor one hired by the CITY.

13 "Plan" means the City of San Antonio Officer and Employee Liability Plan, as established by this Ordinance.

14. "Plan Claim" means any Plan Loss, together with the Plan Loss Expenses that result from the Claim giving rise to such Plan Loss.

15 "Plan Loss" means any Loss that is not an Excluded Loss

16._ "Plan Loss Expenses" means any Loss Expenses, except those incurred in connection with an Excluded Action.

17 "Plan Member" means an individual who at the time of a covered Act is

(a) an employee of the CITY;

(b) the Mayor, and any other member of the City Council;_

(c) a member of (i) a CITY board, commission, or committee created by charter, ordinance, or resolution of the CITY, or (ii) the board of directors of any nonprofit corporation created under the authority of the City Council as an instrumentality of the CITY, unless by specific contract provision the CITY does not provide coverage.

18. "Program Ordinance" means Ordinance No. 83926 (which establishes the CITY's Self-Insurance), as from time to time amended.

Section 2. Plan Established.

The CITY hereby establishes the "City of San Antonio Officer and Employee Liability Plan" which shall consist of the policies, rights, and duties embodied in this Ordinance. The Plan shall be implemented and administered as provided by this Ordinance.

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Section 3. Defense and Settlement.

(a) The CITY will defend any suit, except an Excluded Action, against a Plan Member or former Plan Member that results from a covered Act occurring prior to termination of the Plan, even if the suit is groundless or fraudulent.

(b) The CITY may investigate, negotiate, or settle any Claim, as the CITY determines necessary or appropriate.

Section 4. Payment of Plan Claims.

(a) The funds will pay each Plan Claim subject to any limitations contained in the Program Ordinance No. 83926, subject to the provisions of State law.

(b) This Ordinance will in no way alter any CITY tort or contract liability existing the date of its' passage. More specifically, this Ordinance will not alter contractual obligations in either San Antonio Firefighters or San Antonio Police, labor contracts existing the date of this Ordinance's passage.

(c) This Ordinance does not include payment, by the CITY, of exemplary damages on the behalf of a Plan Member.

(d) To BE ENTITLED TO PAYMENT BY THE FUNDS FOR ANY PLAN CLAIM, A PLAN MEMBER MUST:

(1) give notice of loss;

(2) notify the Claims Board in writing, within a reasonable time to be determined by the Board, after receipt of any written or oral notice of any Claim that may result in a Plan Claim but in any event not later than two (2) working days after receipt of such notice;

(3) cooperate fully with the Claims Board, City Attorney, Risk Management, the CITY and, upon the request of the Claims Board, assist in making settlement, in the conduct of any suit, and in enforcing any right of contribution or indemnity against an individual or organization who may be liable for the Act giving rise to a Claim, or to the CITY because of the payment by the CITY of a Plan Claim;

(4) cooperate fully in the investigation and defense of any Plan Claim made against the Plan Member including but not limited to, attendance at any hearing or trial held in connection with a Plan Claim and assisting in discovery, securing and giving evidence and obtaining the attendance of witnesses;

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(5) not give any oral or written statement or enter into any stipulation or agreement concerning a Claim resulting in a Plan Claim, except upon advice of the City Attorney or his designee or when questioned by a police officer at the scene of an accident;

(6) not, except at the Plan Member's own cost, voluntarily make any payment, assume any obligation, or incur any expense with respect to any Claim resulting in a Plan Claim without the consent of the Claims Board;

(7) deliver to the City Attorney or his designee, promptly upon receipt, but no later than two (2) working days, any demand, summons, notice, or other process received by the Plan Member in connection with any Claim that may result in a Plan Claim;

(8) comply with the claims administrative procedure of the Claims Board; and

(9) perform the duties and comply with the requirements imposed on the Plan member by this Ordinance or by the Program Ordinance.

Section 5. Legal Representation.

(a) The CITY will provide legal representation for a Plan Member or former Plan Member in a Claim, except an Excluded Action, in which the asserted or alleged liability of the member results from a Covered Act occurring prior to termination of the Plan.

(b) The City Attorney or his designee, and the Risk Manager, shall select, supervise and/or retain, if applicable, attorneys, experts, and investigators he deems necessary in connection with the defense of any Plan Claim.

(c) The City Attorney or his designee shall be authorized to pursue all cross-claims, counter claims, and/or affirmative defenses on behalf of a Plan Member or former Plan Member.

(d) If the City Attorney determines that there exists a potential conflict of interest for the City Attorney to represent a Plan Member (pursuant to Subsection (a) of this Section), the CITY will pay the reasonable fee of an a private attorney approved by the City Attorney and Risk Manager to represent the Plan Member.

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(e) If the Plan Member utilizes an attorney not selected and approved by the City Attorney and Risk Manager, the Plan Member assumes all responsibility for all associated costs, fees, and expenses, except those required by law that the CITY pay.

Section 6. Assi gnment.

Ifpayment of a Plan Claim or legal representation is provided to a Plan Member under the Plan, the CITY is assigned the Plan Member's rights of recovery against any individual or organization to the extent of the CITY's payment or liability for payment. A Plan Member shall execute and deliver to the Claims Board such documents as are necessary to secure this right of assignment in the sole opinion of the City Attorney or his designee. A Plan Member shall not do anything after a Plan Claim is incurred to prejudice this right.

The Plan Member shall:

-(a) cooperate fully with the Claims Board and, upon the request of the Claims Board, assist in making settlement, in the conduct of any suit, and in enforcing any right of contributions or indemnity against an individual or organization who may be liable to the CITY because of the payment by the CITY of a Plan Claim;

(b) attend any hearing or trial held in connection with a Plan Claim and assist in discovery, securing and giving evidence, and obtaining the attendance of witnesses.

Section 7. Determination of Coverage.

If the CITY denies coverage under the Plan to a Plan Member, the Plan Member may seek a determination of whether the member is entitled to such coverage from a court of proper jurisdiction.

-Section 8. No Creation of Cause of Action.

NOTHING CONTAINED IN THIS ORDINANCE SHALL BE CONSTRUED AS CREATING A RIGHT OR CAUSE OF ACTION AGAINST THE CITY OR A PLAN MEMBER OR AS GIVING A RIGHT TO A THIRD PARTY TO INSTITUTE OR MAINTAIN A SUIT THAT WOULD NOT OTHERWISE EXIST UNDER LAW AS A LEGAL CLAIM AGAINST THE CITY OR A PLAN MEMBER.

Section 9. Indemnification of Claims Board.

In the course of carrying out its responsibilities, the Claims Board and its members shall be indemnified and held harmless by the CITY for any act or omission and the Program shall pay all attorney fees necessary in its defense and fully recognize the members' official immunity.

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Section 10. Ad ministration of Plan.

The Claims Board is responsible for the administration of the Plan in accordance with its terms, subject to the superior authority of the City Manager and approval by the City Council. In the course of carrying out this responsibility, the Claims Board shall interpret and apply the provisions of this Ordinance.

Section 11. Other Insurance.

The Self-Insurance afforded by this Ordinance is primary self-insurance. When this self- insurance is primary and the Plan Member has other insurance which is stated to be applicable to the Plan Claim, the amount of the Fund's liability under this Ordinance shall not be reduced by the existence of such other insurance.

Section 12. Construction, Amendment, Repeal, and Termination.

-The Rules of Construction, as found in the Code Interpretation Act, shall apply in interpreting this Ordinance. This Ordinance may be repealed or amended at any time, subject to existing rights of Plan Members under Section 4 of this Ordinance, in which case the provisions of this Ordinance shall govern, all save and except, continuing obligations under prior indemnity ordinances.

Section 13. Conflicts With Other Ordinances.

This Ordinance shall not operate to repeal or affect any other ordinance of the CITY except to the extent that the provisions thereof are inconsistent or in conflict with this Ordinance, in which case the provisions of this Ordinance shall govern.

Section 14. Severability.

That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phase of this Ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of the Ordinance.

Section 15. Governmental Regulations.

The regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public.

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Section 16. Payments Subject to Appropriation.

All amounts payable under this Ordinance are subject to available and appropriated funding, and applicable law.

Section 17. No Right to Fund by Plan Mem ber.

This Ordinance does not grant or vest any right to any Plan Member in, or to, the

Funds administered by the Program Ordinance or any other funds of the City of San Antonio.

Section 18. Effective Date of Plan.

The program shall become effective on April 25, 1996, 12:01 a.m. and shall continue in effect until terminated by the City Council.

Section 19. Effective Date of Ord i nance.

This Ordinance shall become effective upon its final adoption by the City Council.

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ATTACHMENT 4

CITY ORDINANCE 83927 "2. 3

CITY OF SAN ANTONI t.NUA ITEM N0._____

FINANCEDEPARTMENT

Office of the Director

TO: - Mayor and City Council

FROM: Nora W. Chavez, Director of Finance and Lloyd Garza. City Attorney

COPIES: I. Rolando Bono. Assistant City Manager: Frank Garza. First Assistant City Attorney: Richard Ramirez. Assistant Director of Finance: Bruce Birdwell. Risk Manager: File

SUBJECT: Ind.emnification Ordinance

Date: March 26. 1996

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SUMMARY AND RECOMMENDATIONS:

This Ordinance formally adopts the City of San Antonio Officer and Employee Liability Plan Policy ("the Plan"). It replaces Ordinance No. 62206, adopted in January 1986. The Plan indemnifies City officers and employees in connection with legal proceedings arising from the performance of their duties. This Policy will clarify the rights and responsibilities of the City, and of the officer or employee, and will simplify the process of responding in a timely manner to the initiation of litigation. The Plan does not affect police/fire personnel under their present labor contracts. The Plan shall consist of the policies, rights, and duties embodied in this Ordinance, and shall be implemented and administered as provided by this Ordinance.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION:

The current Ordinance was adopted as Ordinance No. 62206, in January 1986, but lacks procedural detail and clarity, causing concerns as to "acts" covered and excluded under the Indemnification Policy. The Ordinance also lacks detail in procedures that officers and employees need to follow in order to be entitled to indemnification; and causes confusion as to when the City will pay for employee's outside counsel.

The proposed Ordinance defines "acts" that are covered and excluded. If the City denies coverage, the Plan member may seek a determination from the court as to whether they are entitled to coverage. In addition, it will formalize the procedural process, in that officers and employees are given specific procedures in order to request indemnification. The City Attorney or his designee will represent the Plan member unless a conflict arises, then the Plan member must select an approved private attorney for representation. The City will not pay for any costs or legal fees incurred by the Plan member if they utilize an attorney not approved by the City Attorney and Risk Manager, unless required by law.

ATTACHMENT 4

CITY ORDINANCE 83927

FINANCIAL IMPACT:

Formal adoption of this Ordinance will not necessitate a current budget amendment, as expenditures will be approved on a case-by-case basis in connection with each individual lawsuit.

COORDINATION:

The Finance Department and the City Attorney's Office have jointly developed this Ordinance for consideration.

Lloyd Garza
City Attorney

Director of Finance

Approved:

[redacted]

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