

City Proposal 3/12/21

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 | Prepaid Legal Plan |
|------------------------------|----------------|--------------------|
| 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. If a copy of the independent audit is not provided to the City within 30 days of receipt by the Association then the City may suspend payment of the City’s contribution until a copy of the audit is submitted to the City. A requirement of it financial audit to be submitted to the City, includes information on expenditures, matters, and individuals provided benefits under the Legal Fund. The report shall provide the following information:

- The type of beneficiary receiving the service (i.e., member, spouse, dependent);
- The type of legal representation provided (i.e. criminal, divorce);
- The status of the proceeding; and
- The cost of the services provided to date.

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. Further, benefits shall be equally accessible to spouses for all types of coverage enumerated in the Summary Plan Document and at the same coverages, if any, as provided to the participants, including but not limited to divorce proceedings and, for a period of three (3) years, to former spouses and participants in child custody and child support proceedings and contempt of court/enforcement of family court orders. Provision of legal advice and representation for criminal-related matters benefit is limited to use by dependents only.

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.

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.

Date: _____

For the City

For the Association

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