

City Proposal 3/30/21

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 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.

C. 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 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.

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 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 or Treasurer](#) expires, the President, [Vice President or Treasurer](#) shall be eligible to return to ~~their~~^{his} previously assigned shift and duty assignment.

[The leave for the Vice President and Treasurer shall be taken from Association Business Leave pool.](#)

D. The City shall grant Association leave paid in accordance with Article 3, Section 2(E) to a maximum of ~~eight~~^{ten} (8~~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 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, [bargaining unit members who are running for Association office or shift representative and wish to make a statement concerning an election within the Association.](#) 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 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.

Date: _____

For the City

For the Association