

**CITY OF SAN ANTONIO AND
SAN ANTONIO POLICE OFFICERS ASSOCIATION
COLLECTIVE BARGAINING PROCESS**

Agreed Ground Rules February 26, 2021


1. **Collective Bargaining Teams.** Each party to the collective bargaining negotiations will have a bargaining team consisting of no more than 10 (10) members. This does not Alter Article 3, Section 3(B) of the Collective Bargaining Agreement (CBA). Only the respective bargaining teams can engage in bargaining discussions. Each team member delegates full authority to remaining team members in the event of absence. Each party can bring substantive experts who are not team members to assist with respect to specific topics subject to negotiation. Each team shall designate one or two Chief Spokespersons.
2. **Deadline for Initial Proposals.** By no later than March 12, 2021, the third negotiating meeting, each party will (a) present its initial proposal on each topic it desires to discuss during these negotiations; and (b) make its initial proposals concerning all economic issues. A party's failure to present a proposal on a topic by the third negotiating meeting, does not preclude it from making a later proposal about that topic if the other party listed the topic or presented a proposal on that topic prior to the deadline. Either party can make counterproposals and additional proposals on all topics for which an initial proposal has been made.
3. **Bargaining Schedule/Duration.** The parties agree that the sixty (60) day bargaining period under Texas Local Gov't Code §174.152(a) will commence with the first Bargaining Session on February 26, 2021, and end on April 27, 2021. This bargaining period may be extended in fifteen (15) day increments as authorized by Texas Local Gov't Code §174.152(b). Both parties agree to use all reasonable efforts to reach an agreement on all identified topics as expeditiously as is permitted by the seriousness of the issues in dispute. After the bargaining period commences, the parties agree to meet as often as necessary in furtherance of this goal, and in any event, no less than once each ten (10) days. The parties agree to meet on the following dates: February 26, March 5 (12:30 p.m. start time), March 12, March 19, March 23, March 30, April 9, April 16, and April 19.
4. **Tentative Agreements.** When the parties have reached a tentative agreement as to an existing or new article, the agreement shall be reduced to writing and signed by the Chief Spokesperson(s) for each party. Each Chief Spokesperson shall maintain a copy of all tentative agreements reached. The parties expressly acknowledge that such agreements are tentative, and become final only if agreement is reached on all articles/topics in the negotiations.
5. **Amendment of Ground Rules.** The parties may amend these ground rules at any time by written mutual agreement.
6. **Deliberations.** Bargaining Sessions will be held during normal business hours, unless otherwise mutually agreed. Bargaining Sessions will not exceed eight (8) hours except by

mutual agreement. Either party may call a caucus when necessary.

7. **Open Meetings.** All Bargaining Sessions shall be open to the public as required by Texas Local Gov't Code §174.108. However, both parties' private caucuses are closed to the public and to members of the other bargaining team. Meetings shall be posted under the Texas Open Meetings Act for an agreeable location. Posting shall be handled by the City Attorney's Office, which will need advance notice for 72 hour posting. Although the sessions are open to the public, only bargaining team members, the bargaining teams' attorneys, resource persons and designated consultants will be entitled to speak during the Bargaining Sessions.
8. **Record of Negotiations.** Both parties shall have the right to record the Bargaining Sessions, and shall, upon request, provide a copy of any such recordings to the other party at actual cost. The City shall record the Bargaining Sessions, and its recordings shall be the presumptive official record of what occurred at the Bargaining Sessions. However, the Association's recordings may be used to establish errors or omissions in the official record.
9. **Good Faith Negotiations.** The parties agree to the principle of good faith bargaining and shall each strive to reach a mutual agreement that is consistent with the intent and purpose of Texas Local Gov't Code Chapter 174 (the Fire and Police Employee Relations Act).
10. **Economic Data & Documents.** Both sides will provide copies of all economic data and comparisons to the other side contemporaneously with discussion of the issues. All requests for documents or statistics maintained by the City shall be processed in accordance with the Texas Gov't Code Chapter 552 (the Texas Public Information Act), but will be expedited as much as possible so as not to delay or defeat the bargaining process.
11. **Use of Subcommittees.** The parties may designate members from their respective bargaining teams to form subcommittees to work on complex issues outside the Bargaining Sessions. Any tentative accords reached by such subcommittees will be presented for final review and approval in subsequent Bargaining Sessions. Any subcommittee shall consist of three (3) or fewer members from each team. Subcommittee will meet for work purposes in a support role, and their ideas and work product shall be the subject of full discussion at Bargaining Sessions before any issues are resolved or tentatively agreed upon.
12. **Final Agreement.** When the bargaining teams have reached a tentative agreement on all proposals, the agreements thus reached will be compiled in a single instrument and submitted to the City Council and the Association's Members for ratification. Upon ratification by the Council and the Association's Members, the collective bargaining agreement shall be binding and enforceable as provided in Texas Local Gov't Code §174.109.

Agreed in Joint Discussions Feb. 24, 2021.


Elizabeth Provencio
For the City


Ron DeLord
For the Association