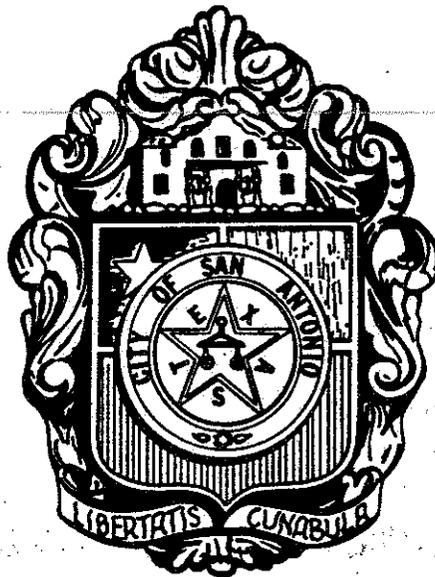


1981-1983

An
Agreement
Between
the City of San Antonio
and
the San Antonio Police Officers'
Association



October 1, 1981-September 30, 1983

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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.

ARTICLE I - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October, 1981 and shall remain in full force and effect until the 30th day of September, 1983, or until such time as it is superseded by a new contract between the parties, whichever occurs later.

ARTICLE II - DEFINITIONS

- A. "City" means the City of San Antonio.
- B. "Association" means the San Antonio Police Officers' Association.
- C. "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.
- D. "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 that 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 above and, in no event shall the total number of the Board exceed 23 members.
- E. "Employee" means any sworn Police Officer employed in the Police Department of the City with the exception of the Chief of Police.
- F. "Grievance" means any and all disputes arising under the Grievance Procedure in Article XII.

- G. "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.
- H. "Chief" means the Chief of Police of the City of San Antonio.
- I. "City Manager" means the City Manager of the City of San Antonio.
- J. "Commission" means the Fire and Police Civil Service Commission of the City of San Antonio.
- K. "Department" means the Police Department of the City of San Antonio.

ARTICLE III - ASSOCIATION RIGHTS

A. Association Recognition and Scope of Unit

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.

- 1. The City shall checkoff monthly Association fees, voluntarily and individually authorized, from each member. The procedure in effect during the previous contract year shall be continued.
- 2. The City shall notify the Association of any member who revokes his membership within thirty (30) days after the revocation of such membership.
- 3. The City shall deduct special assessments upon the request of the Association.

B. Time Off for Association Business

- 1. 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.
- 2. The Association's negotiating team, not to exceed six (6) members, shall be permitted to attend negotiating sessions with City representative, where such sessions are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled "Dog Watch" shift immediately preceding such negotiating sessions.

C. Bulletin Boards

1. The Association may maintain three (3) bulletin boards to be used by members of the Association. Bulletin boards will be located at the assembly room and the lobby of the second floor of the Police Headquarters Building and one at the Police Substation.
2. These boards shall be used only for the following notices:
 - a. Recreation and Social Affairs of the Association
 - b. Association Meetings
 - c. Association Elections
 - d. Reports of Association Committees
 - e. Rulings or Policies of the State or National Association
 - f. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations
3. 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.

D. 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.

E. Members of the Executive Board and Board of Directors shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed three (3) minutes. Prior to speaking at such roll-calls, the Association representative shall notify the shift supervisor that he intends to speak. Discussions by Association representatives shall pertain only to the recreation and social affairs of the Association; Association meetings; Association elections; reports on Association committees; activities of the state or national association with whom the Association is affiliated; and legislative enactment and judicial decisions affecting public employee labor relations. 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 Article XV, Step 6, of the grievance procedure.

ARTICLE IV - MANAGEMENT DUTIES TO THE ASSOCIATION

- A. The City shall provide the following materials to every employee:
1. A copy of special orders, general orders, training bulletins, and rules and regulations; and
 2. A copy of this Agreement.
- B. The City shall not engage in the following practices:
1. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.
 2. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization.
 3. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
 4. Discharge or discriminate against any employee 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 chosen to be represented by any employee organization.
 5. Discriminate against any employee protected under Title VII of the Civil Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this Agreement.
- C. The City recognizes its responsibility to a consistent interpretation and application of Departmental Rules and Regulations, Special Directives and Administrative Orders which govern the conduct of employees on the job.

ARTICLE V - NON-DISCRIMINATION BY THE ASSOCIATION

- A. No action shall be taken by the Association or any employee in the bargaining unit which constitutes discrimination under Title VII of the Civil Rights Act. The provisions of this Agreement shall be applied equally to all employees covered by the Agreement.
- B. The Association shall not cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization; or discriminate against

any employee because he or she has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this Agreement.

ARTICLE VI - NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whom-ever 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 not lock out any employee.

ARTICLE VII - MANAGEMENT RIGHTS

A. 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 statutory and Charter rights to:

1. Direct and schedule the work of its employees to include the scheduling of overtime work in a manner most advantageous to the City. Employee work schedules shall not be changed solely to avoid or curtail overtime pay.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City.
3. Discharge employees for just cause.
4. Maintain the efficiency of governmental operations.
5. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State laws.
6. Determine the methods, processes, means, and personnel by which operations are to be carried out.
7. 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.
8. Contract and subcontract when it is in the best interest of the City.

9. Use security personnel, which include, but are not limited to, such job classifications incorporated within 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.
 10. Use 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.
 11. 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 public safety organization, shall be performed by the employees.
- B. Subject to review by the City Manager, the Chief shall have the exclusive right to:
1. Establish departmental rules and regulations.
 2. Transfer employees within the Department to accomplish the mission of the Department in the most efficient manner.
- C. 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.

ARTICLE VIII - MAINTENANCE OF STANDARDS

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

ARTICLE IX - 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 employees, including, but not necessarily limited to, safety and specifications for equipment, discipline, departmental policies and proce-

dures, and other areas of common employee 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. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Committee. The Labor Relations Committee shall consist of four (4) members who shall serve for the term of this Agreement. The Association shall designate two (2) members, and the Police Chief shall designate two (2) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The Labor Relations Committee shall meet once per month at a time mutually agreeable to both parties and at such other times as mutually agreeable to both parties. The Chairmanship of the Committee shall rotate monthly; and, there shall be a written agenda of matters to be discussed. The Committee shall make its recommendations in writing to the Chief with copies to the Association and the City Manager or his designated representative. The Chief shall thereafter respond to the Committee's recommendations in writing within ten (10) working days from receipt thereof. A copy of the response will be sent to the Association and to the City Manager or his designated representative. An extension to Chief's response of an additional ten (10) working 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.

ARTICLE X - MAINTENANCE OF POLICE VEHICLES

The City shall insure that all Police vehicles assigned to Police 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. If, in the discretion of an employee, an assigned vehicle is not in safe condition, said employee 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 safe condition, and the employee disagrees with the supervisor's decision, said employee may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the employee's protest in writing.

ARTICLE XI - PROMOTIONS

Section 1. Promotion to Sergeant, Lieutenant, Captain and Deputy Chief

Promotional examination for the classifications of Sergeant, Lieutenant, Captain and Deputy Chief shall consist of two parts as follows:

- A. Written Examination - Shall consist of questions relating to the duties of the classification of the position to be filled. The

City shall announce all reading materials to be covered in the written promotional examination no more than one hundred twenty (120) days and no less than sixty (60) days prior to said examination. A score of 70% on the written examination shall be considered a passing score. In the event that written examination scores are the same, the ranking of those shall be done on the basis of seniority in rank, seniority in the Department and time of registration for the exam. Matters relative to construction of the test which are appealable to the Fire and Police Civil Service Commission pursuant to Article 1269M V.A.C.S. shall continue to be appealable and the decision of the Commission shall be final. Only the highest 20% of all test participants with passing scores or the highest 20 passing participants, whichever is greater, shall be allowed to continue on to the next phase of the examination process, the Assessment Center Examination.

B. Assessment Center Examination - The Assessment Center Board shall consist of three (3) members as follows:

1. Two persons from outside the Police Department and outside Bexar County who currently hold an administrative position in a Police Department or law enforcement agency in a jurisdiction of 200,000 or more population. One such person shall be selected by the City, one shall be selected by the Association. Both persons selected shall be at a rank equal to or above the rank of the vacancy to be filled.
2. One person from outside the Police Department who has held an administrative position in the field of Personnel Management, City Management, law enforcement administration or related field for a minimum of five (5) years to be selected by mutual agreement of the City and the Association.

In no event, however, shall any person serve on two consecutive Boards testing for promotion to the same rank unless a second Assessment Center Exam is given pursuant to Section C below.

A minimum score of 70% as determined by the Board as a whole on the composite factors evaluated by the Board on a consensus basis shall be required to pass the Assessment Center Examination. Failure of an applicant to obtain a passing score on the Assessment Center Examination shall disqualify the applicant from further consideration for one year from the date the written examination was administered. The results of the Assessment Center Examination shall be binding for one year and shall not be appealable to the Civil Service Commission or to arbitration through the grievance procedure.

The Assessment Center Examination date will be posted within five (5) days after completion of the written examination. A

brief explanation of the Assessment Center exercises shall be included in this posting. Prior to the Assessment Center Examination, all candidates will be given the opportunity to attend a classroom orientation period concerning the assessment center process. All Board members shall also receive an orientation in preparation for administration of the exam. The Assessment Center Examination will include exercises related to the duties and responsibilities of the job classification in question and shall include as a minimum an in-basket exercise, a leaderless group discussion and a structured interview. Feedback shall be provided in writing to each candidate in a "feedback" session by the members of the Assessment Center Board. The purpose of this session will be to provide each candidate with his/her score, what he/she excelled in, what areas he/she did poorly in, and what he/she might do to improve his/her performance in the future. The City will consult with the Association on issues related to guidelines for administration of and evaluation of the Assessment Center procedure.

- C. Eligibility List - Within 72 hours of the completion of the Assessment Center process, excluding weekends and holidays, an eligibility list shall be prepared and posted with the respective ranking of all applicants based on the following weights:

Written Exam Score	50%
Assessment Center Exam Score	<u>50%</u>
	100%

1 point for each year of service up to a maximum of 10 points	<u>10</u>
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110 Maximum Points

In the event the eligibility list established pursuant to this procedure is exhausted within 12 months from its posting and additional vacancies exist, the next 20% or 20 persons whichever is greater who passed the written exam shall be submitted to an Assessment Center Examination and a second list established for the balance of the 12-month period. The provisions of this Article notwithstanding the members of the first Assessment Center Board may be used for a second examination during the 12-month period.

EXAMPLE:

This shall serve as an example of scoring procedure for an individual employee on the examinations contained in this promotional procedure:

Written Exam	<u>96</u>
Assessment Center	Board Score (Consensus)
In-Basket Exercise	89
Leaderless Discussion	93
Structured Interview	83
Problem Solving	<u>87</u>
TOTAL	352
Assessment Center Score	<u>88</u>
Overall Exam Score	
Written	48
Assessment Center	44
Seniority Points	<u>10</u>
	<u>102</u>

ARTICLE XII - SENIORITY

- A. Seniority shall be defined as the length of service by an employee within his or her 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 platoon or bureau. Assignment of sections or districts shall not be subject to the provisions of this Article.
- B. When an Officer transfers from one platoon or bureau 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 prime relief days become open, the incoming Officer may, after serving in the platoon or bureau for six (6) months, then exercise his/her seniority in bidding for the prime time. 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 platoon or bureau; otherwise the incoming Officer is placed in this respective position as to date of rank and bids with others as the next days and dates become available.
- C. "All other factors being equal" is intended to relate to the total performance of an Officer. In the event an Officer is denied prime time 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.

- D. 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. Seniority shall be lost upon resignation, retirement, or discharge of an employee.
- E. 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 promotion list shall be the senior.

ARTICLE XIII - HOURS OF WORK

Employees who are not subject to shift work shall work eight consecutive hours except for interruptions for lunch periods. The work day 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 minutes for lunch. The work schedule shall be an average forty-hour work week. All employees who are required to work shifts shall report for roll-call fifteen minutes prior to the beginning of the shift. The shift shall consist of eight consecutive hours within which time shall be included a thirty (30) minute lunch break. Five (5) full shifts constitutes a work week.

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

ARTICLE XIV - OFF-DUTY EMPLOYMENT

The existing policies for off-duty employment shall prevail.

ARTICLE XV - 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 Fire and Police Civil Service Commission pursuant to Article 1269M V.A.C.S. are not subject to this procedure but are covered in Article XXII 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 employee agrees with the employer and the Union to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure herein. Any alleged violation(s) of Article IV., B.5. of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the employee to submit such issue(s) to this grievance procedure.

Section 2. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. In the event the employee 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 1 above shall be handled as follows:

Step 1) - Any employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.

Step 2) - If the grievance is not resolved at Step 1, the employee shall submit the grievance, in writing, to his intermediate supervisor within five (5) working days. The grievance shall be submitted on a form to be provided by the City and shall include (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature. The intermediate supervisor shall respond to the employee's grievance and shall render a decision, in writing, within five (5) working days.

Step 3) - If the grievance is not resolved at Step 2, the matter shall be submitted in writing by the employee to the Division Head within five (5) working days of the decision of the intermediate supervisor. The Division Head shall respond to the employee's grievance and shall render a decision in writing within five (5) working days.

Step 4) - If the grievance is not resolved at Step 3, the Association shall determine if a grievance exists. Said determination shall be made by an association grievance committee. The Chief shall appoint one voting member to the committee and may appoint two more non-voting members to the committee. The grievance committee shall meet and render its decision within ten (10) working days of the Step 3 ruling, including presentation of the grievance at Step 5 if such be the committee's determination.

In the event that the grievance committee decides that a grievance exists, the Association, representing the aggrieved employee, shall proceed to Step 5. In the event that the grievance committee decides that no grievance exists, there shall be no further action taken under this procedure.

Step 5) - If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have seven (7) business days to act on the grievance and render a decision in writing.

Step 6) - If the grievance is not resolved at Step 5, the matter shall be submitted in writing to the City Manager or his designated representative within five (5) business days from the decision at Step 5. The City Manager or his designated representative shall review the matter and shall render a decision in writing within ten (10) business days.

If the grievance has not been settled at Step 6, the parties shall have five (5) working days in which to appeal the grievance to arbitration for adjustment. Either party may initiate such an appeal. The appeal shall be submitted in writing to the person designated by each party to receive such appeals. 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 five (5) business days, may be submitted to arbitration for adjustment.

Section 4. Arbitration

If a grievance is submitted to arbitration, within five (5) working days, the City and the Association shall agree upon an arbitrator. 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 five (5) working days from receipt of the list, the Association and the City shall alternately strike the names on the list and the remaining name shall be the arbitrator.

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.

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.

ARTICLE XVI - WAGES

Wages shall be paid in accordance with the schedule outlined in Attachment 2, and incorporated herein.

ARTICLE XVII - DEATH IN FAMILY LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted three (3) working days off with pay. The immediate family shall be defined as the employee's mother, father, husband, wife, child, brother, sister, or other members of the immediate household. The mother-in-law and father-in-law of the employee are included.

ARTICLE XVIII - COURT AND CALL BACK PAY

A. Off-duty court time and call back shall be paid at the rate of time and one-half with a three (3) hour minimum, paid at double time with a three hour minimum on vacation days. 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 purposes of this Article. This provision applies to the following courts only:

1. Bexar County District Court
 2. Bexar County Courts-at-Law
 3. Bexar County Grand Jury
 4. Justice of the Peace Courts
 5. San Antonio Municipal Courts
 6. Civil Service Commission Hearing (when Officer is subpoenaed by the City).
- B. 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. The time is set at 10:00 a.m. to 11:00 a.m. Officers placed on stand-by shall be compensated as follows:
1. Stand-by, off-duty on regular work or relief day is one hour compensation at time and one-half.
 2. Stand-by, off-duty on vacation day is one hour compensation at double time.
- C. 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 for each successive day on stand-by at the applicable rate.
- D. Employees who are subpoenaed to testify outside the City of San Antonio are compensated by the State. If such State compensation is unduly delayed, the Police Department shall advance the payment to the employee and shall recover the sum of the payment when it is forthcoming from the State. Should the day of court time occur on a day off, the employee shall be given a day of compensatory time in lieu thereof.

ARTICLE XIX - CLOTHING ALLOWANCE

Each Officer shall receive a clothing allowance of \$300 per year payable quarterly at \$75 per quarter. In addition, each new Officer shall receive an initial clothing allowance of \$245.

ARTICLE XX - HOLIDAYS

- A. In the event an employee works on Christmas Eve Day, Christmas Day, Thanksgiving Day or New Year's Day, said employee shall be compensated at double time and one-half allocated as follows: a.) One day's pay at

straight time; b.) One day off to be taken as compensatory time; c) Four hours to be paid in compensatory time or cash at the discretion of the officer at the straight time rate. Employees who work on Easter Sunday will be compensated four (4) hours of compensatory time. Overtime hours worked on the above-mentioned holidays shall be compensated at the same rate as regular hours in accordance with the same formula.

- B. No Officer covered by this contract shall lose any holidays, vacation, or compensatory time he or she accumulated during the duration of this contract, unless after given written notice to take the holidays, vacation or compensatory time within a specified thirty (30) day period, the Officer fails to do so.

ARTICLE XXI - VACATIONS

The City shall provide employee vacation days on the basis of the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
1 - 15	15 Working Days
15 & Over	20 Working Days

Vacation days shall be accrued and credited as follows:

Officers having between 1-15 years of service shall accrue vacation at the rate of 1½ days per month.

On the date an Officer completes 15 years of service and on each anniversary date thereafter, he or she will be credited (on a lump sum basis) with five (5) additional days of vacation time.

Service shall be determined in accordance with existing policies.

ARTICLE XXII - OTHER LEAVE POLICIES

All other leave policies in effect at the beginning of the contract year shall remain in effect for the duration of the contract. The compensatory time policy outlined in the Chief's memorandum of October 15, 1976, shall remain unchanged during the life of this contract.

ARTICLE XXIII - LENGTH OF SERVICE

- A. The purpose of this Article is to permit evaluation of the performance of an employee with thirty or more years of service. It is the intent of this Article to allow employees with thirty or more years of service to continue said service where they have in the past, and do presently satisfy the standards of employment established by the Police Department.

- B. The length of service for all employees shall be set at thirty (30) years. "Years" shall be defined as that time in the Police Pension Plan.
- C. The Chief shall, after an employee's thirtieth year of service, review said employee's performance, and may continue the employee's service for a period of not less than one year.
- D. In the event that the Chief is not satisfied with the performance of an employee under this Article, the Chief shall appoint a Review Board composed of sworn Police Officers to evaluate the employee's performance and recommend retention or non-retention. The Review Board shall take the following criteria into consideration:
 - 1. Quality of Work History
 - 2. Degree of Responsibility
 - 3. Past Contributions
 - 4. Record of Achievements
 - 5. Presence or Absence of Past Disciplinary Actions
- E. In the event that the Review Board recommends the employee not be retained, the employee may file a grievance under the grievance procedure in this Agreement. If the grievance proceeds to Step 6, the arbitrator shall decide whether or not the Review Board properly applied the criteria in Section D above.

ARTICLE XXIV - PROBATIONARY PERIOD

- A. There shall be a six (6) month probationary period for all civil service promotional ranks. During the promotional probationary period, an employee may be demoted by the Chief to the rank from which he was promoted on the basis of the employee's inefficiency, incompetency, or inability to supervise.
- B. In the event that an employee is demoted under Section A above, said employee may file a grievance pursuant to the grievance procedure in this Agreement. If the grievance proceeds to Section 4 of the grievance procedure, the employee shall only raise to the arbitrator the issue of whether or not the employee was demoted for some reasons other than inefficiency, incompetency, or inability to supervise. The burden of proof shall be on the employee to demonstrate that the demotion was for some reason other than 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 employee to the promotional rank from which the employee was demoted.

- C. Upon demotion while holding a probationary promotion, an employee 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 employee would have been automatically entitled had the employee continuously remained in said competitive rank.
- D. Prior to becoming a Police Officer (probationary), Class 601, an employee is a Police Cadet (civilian) and is not in the bargaining unit. Upon completing the requirements of Police Cadet, the employee becomes a Police Officer (probationary) and shall serve a thirty (30) weeks probationary period. Upon successful completion of the probationary period the Officer becomes a Police Officer, Class 600, Step A and shall be entitled to all benefits and emoluments of that class. The Police Officer shall serve one year at Step A and then be moved to Step B of the pay schedule. Upon completion of five (5) years of commissioned service, the Police Officer is moved to Step C of the pay schedule. The provisions of this, paragraph D Article XXIV, as it pertains to the Police Officers (probationary) shall apply only to those employees who become probationary Police Officers after August 1, 1980.

ARTICLE XXV - DISCIPLINARY ACTIONS

- A. The Chief shall have authority to demote, temporarily suspend not to exceed thirty calendar days, or indefinitely suspend any employee for the causes set forth in the Rules and Regulations of the Civil Service Commission for Firemen and Policemen of the City. The employee may appeal such actions, if any, as provided herein.
- B. Prior to any such disciplinary action, the employee shall be given notice of contemplated disciplinary action, stating the action or actions contemplated and the reasons therefor, and notifying the employee that he may rebut the charges to the Chief, either orally, or in writing, within five (5) working days.
- C. After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend or indefinitely suspend an employee by personal service on the employee of a written statement of charges. If the Chief should be unable to secure personal service after due diligence, service may be made by placing it in the mail addressed to the employee's last known address along with delivery of the statement to the Association, and proof of such service shall be sufficient to support any disciplinary action.

A copy of such statement shall be promptly filed with the Personnel Director of the City.

The written statement shall point out the particular rule or rules alleged to have been violated by the employee and the specific act or

acts alleged to be in violation. In the event of demotion, suspension, or indefinite suspension, the statement informing the employee of disciplinary action and the reason(s) therefor shall also inform the employee that an appeal may be had by filing same in writing, with the Personnel Director, within ten (10) calendar days after receipt of said written statement, or, if alternate service is had as provided herein, within ten (10) calendar days from service upon the Association.

- D. Appeal from demotion, suspension or indefinite suspension shall be decided either by one arbitrator, selected according to this contract or by the Firemen's and Policemen's Civil Service Commission, at the option of the Officer. Upon receiving an appeal from an employee, the Personnel Director shall act immediately to notify the Association, the Chief and the City Manager of the appeal.

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

- E. If the appeal is for arbitration, the employee and the Personnel Director (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) days after the appeal is filed, the Director shall immediately 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 alternately strike the names on the list within five (5) working 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 immediately notified of his selection.

- F. The hearing shall be commenced, but need not be completed, within thirty (30) days of the arbitrator's selection. Delay in commencement of the hearing within thirty days may occur due to unavoidable conflicts with the arbitrator's schedule, or by mutual Agreement of parties and for no other reason. If the arbitrator selected cannot commence the hearing within sixty (60) days from his selection, and if the parties cannot agree upon a substitute within one day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make an award within thirty (30) days of the close of evidence in standard arbitration hearings, and

within five (5) days of the close of evidence in expedited arbitration hearings. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) days of the close of evidence at the hearing.

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.

The award of the arbitrator shall state 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.

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

1. Upon request of either party addressed to the opposing party at least two (2) days prior to the date of hearing, the parties shall exchange the names 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 arbitrator may exclude the testimony.
2. The arbitrator shall have the power to subpoena witnesses. Where the subpoena request is not opposed by a party, the City Personnel 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.
3. In all hearings under this section, the City shall prove its case by a preponderance of the evidence.
4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) 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, subject to 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 permitted to delay the hearing, and in no event shall discovery be requested within the three (3) days prior to the hearing.

5. 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.
6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- H. Unless otherwise provided in this contract, the arbitrator shall have all those powers and only those powers vested in the Commission under Article 1269M V.A.C.S., and the Commission Rules, with respect to suspensions, terminations, and demotions, with the sole exception of the power to amend such rules.
- I. Any notice or statement required to be filed by the Chief of Police or the employee in a disciplinary proceeding under Article 1269M, under Commission Rules, or under this contract, shall be filed with the Director of Personnel of the City.
- J. Hearings conducted by the Firemen's and Policemen's Civil Service Commission shall be in accordance with Article 1269M V.A.C.S.
- K. With respect to indefinite suspensions, temporary suspensions and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Article 1269M to appeal the Commission's decision, and no greater right.
- L. Unless otherwise provided in this contract, in cases of conflict, the provisions of this contract will control over Article 1269M Civil Service Commission Rules, and American Arbitration Association Rules; and Article 1269M and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association rules.
- M. A probationary employee may be discharged at the discretion of the Chief, without appeal to arbitration, to the Commission, or to any Court, at any time during the thirty (30) weeks probationary period.
- N. Notwithstanding any other provision of this contract, the Chief shall have authority to temporarily suspend an employee for a period of not less than thirty (30) nor more than ninety (90) working days, where the employee agrees to the suspension in writing. The employee shall have no right to appeal such agreed suspension, and no administrative or judicial body shall have power to review such a suspension or alter the terms of the Agreement.
- O. Any deadline or time restrictions set out in this contract 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 contract.

- P. Officers suspended up to a maximum of five (5) working days may, at the Chief's discretion, serve such suspension by working on off-duty hours without compensation at times and assignments designated by the Chief for a period equal to the suspension; or forfeiting accumulated time off (accumulated vacation leave or compensatory time) equal to the suspension. Approval of working off suspension time or forfeiting accumulated time by the Chief shall not be unreasonably withheld and may only be denied because of a consistent overall pattern of substandard performance. In the event a suspended officer working off a suspension fails to report as assigned or fails to perform the duties assigned in a satisfactory manner, the Chief shall have the authority to require the suspended officer to serve the balance thereof in the usual manner. Nothing in this Article shall be construed to limit the Chief's right to institute additional disciplinary action resulting from actions or events occurring during the time worked by a suspended officer working off his/her suspension, or forfeiting his/her accumulated time. 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 either worked off the suspension or forfeited accumulated time off equal to the suspension pursuant to this section.

ARTICLE XXVI - INTERNAL SECURITY INTERVIEW PROCEDURE

- A. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise.
- B. The interview shall take place at a location designated by the investigating Officer, usually at the Headquarters Police Station.
- C. The employee 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 interrogation. If an employee is directed to leave his post and report for interrogation to another command, his command shall be promptly notified of his whereabouts.
- D. The employee shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the employee of the allegations shall be provided.
- E. The interview 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 reasonably necessary.
- F. The member 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 as to prohibit the investigating Officer from informing the employee that his conduct can become the subject to disciplinary action resulting in disciplinary punishment.

- G. In all cases where an employee is to be interviewed concerning an alleged act which, if proven, may result in his dismissal from the service, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association before being interrogated. An attorney of his own choosing and/or a representative of the Association may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
- H. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.
- I. The employee shall be given an exact copy of any written statement he may execute.
- J. The refusal by an employee to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
- K. An employee shall have the right to have the interview tape recorded provided the employee furnishes the tape and the recorder. The tapes shall remain in the custody of the Police Department but shall be available for review by the employee or his designated representative in the event the interview may result in disciplinary action, or a grievance.

ARTICLE XXVII - INSURANCE

The City shall provide all Officers who qualify and who are in the bargaining unit with Family Medical Insurance and shall pay the full cost of said insurance. The insurance shall be the same group policy covering other City employees. Insurance specifications shall not be reduced during the life of this contract, however, the City reserves the right to change carriers at its discretion.

ARTICLE XXVIII - CERTIFICATION/EDUCATIONAL INCENTIVE PAY

- A. Educational Incentive Pay and Certification Pay shall be provided to employees who qualify for such payment prior to the beginning of each fiscal year. Officers who qualify after the first day of the fiscal year shall not receive payment under this article during that fiscal year but shall be entitled to payment during the immediately subsequent fiscal year.
- B. 1. Officers who hold an Intermediate Certificate issued by the Texas Commission on Law Enforcement Officers Standards and Education shall

receive \$10 dollars per month. Officers who hold an Advanced Certificate issued by the Texas Commission on Law Enforcement Officers Standards and Education shall receive \$20 dollars per month. Payment shall be made quarterly at the same time that clothing allowance is paid. 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.

2. Effective April 1, 1982, the amount to be provided as certification pay shall be increased to \$15 per month for an Intermediate Certificate and \$30 for an Advanced Certificate.
3. Effective October 1, 1982, the amount to be provided as certification pay shall be increased to \$20 per month for an Intermediate Certificate and \$40 per month for an Advanced Certificate.

C. Officers who hold Associate or Bachelors degrees shall receive Educational Incentive Pay. Educational Incentive Pay shall be at the following rates:

1. \$20 dollars per month for an Associate's Degree
2. \$40 dollars per month for a Bachelor's Degree

ARTICLE XXIX - LAW ENFORCEMENT RELATED COURSES

The following list of college courses are taught locally. Listed courses numbered one and two are included in curriculum of the San Antonio Police Department Cadet training. Probationary Officers will be required to successfully complete one other listed course before completing probation. Probationary Officers not successfully completing the requirement of three law enforcement courses before the end of their probationary period will be terminated. College course list:

1. Community Relations
2. Criminal Investigation
3. Legal Aspects
4. Local Government Police Management
5. Criminal Procedure
6. Juvenile Delinquency
7. Traffic
8. Supervision
9. Introduction of Law Enforcement
10. Penology
11. Conversational Spanish

ARTICLE XXX FUTURE NEGOTIATIONS ON PERSONNEL POLICIES

The City intends to retain a private consulting firm to review the organization, policies and procedures of the San Antonio Police Department. Included in that study will be a review of the various ranks and personnel/pay policies related to each rank. Therefore, the Association agrees that, upon request from the City during the term of this Agreement, the Association will, subject to the provisions on good faith bargaining contained in the Fire and Police Employee Relations Act, negotiate to reach Agreement with the City on amendments to this Agreement regarding the rank structure and personnel policies which may include, but shall not be limited to, pay policies, the number and titles of ranks, and promotional procedures. Negotiations shall cover rank and personnel policy issues relating to the management study only and no other issues may be introduced.

ARTICLE XXXI PSYCHOLOGICAL EVALUATION

The Chief shall have the authority at any time to require an officer to submit to psychological evaluation or treatment at the City's expense to be performed by a qualified psychologist, psychiatrist, counselor or therapist chosen by the City.

ARTICLE XXXII - 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.

ARTICLE XXXIII - CLOSING STATEMENTS

Section 1 - Stability of Agreement

No agreement, understanding, alteration or variation of the Agreement, terms of provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the employees to insist in any one or more instance, 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 employees to future performance of any such term or condition, and the obligations of the City and the employees 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 Article 1269M, Revised Civil Statutes of Texas, this Agreement shall prevail notwithstanding any such provision of Article 1269M.

Section 3 - Full and Final Scope of the Agreement

The parties agree that each has had 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 VIII), it is agreed that the employer shall not be subject to provide additional wages, compensation, or emoluments of any kind beyond that which is specified in this contract; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this contract, the compensation or emolument levied against the City shall be waived and disclaimed in toto. 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 the contract, legislation may become effective which would negate certain benefits or emoluments. An exception which is modified by this Agreement is the legislative action taken by the 65th Texas Legislature amending Article 1269M, Section 26B. The amendment becomes effective September 1, 1977 and it is the intent of this Agreement that the provisions of the amendment apply to San Antonio Police Officers.

Section 4 - Impasse Procedure

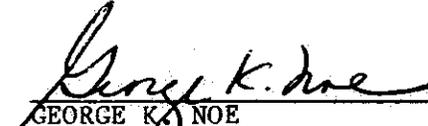
In the event the City and the Association reach an impasse in collective bargaining negotiations, as such impasse is defined in Vernon's Texas Civil Statute, Article 5154C-1, the parties shall abide by the impasse procedure set forth in the present City Ordinance No. 51838 which ordinance is set further in Attachment 3 hereto and incorporated herein by reference.

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 negotiation up to and including impasse resolution attempts.

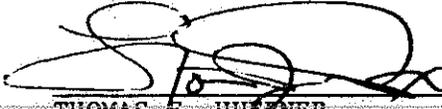
Signed this 19th day of November, 1981.


ROBERT RUDEWICK
Negotiator


GEORGE K. NOE
City Chief Negotiator

Signed this 19th day of November, 1981


ROBERT RUDEWICK
President, San Antonio Police
Officers' Association


THOMAS E. HUELNER
City Manager
City of San Antonio

ATTACHMENT NO. 1

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - These Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.
2. Appointment of Neutral Arbitrator - As agreed to in the basic contract.
3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
4. 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 any appointment, the prospective arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator or communicate the information to the parties.
5. Vacancy - ~~The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.~~
6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. Representation by Counsel - Any party may be presented at the hearing by counsel or other representative.
8. Attendance at Hearings - Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses. The arbitrator shall determine whether any other person may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The arbitrator may require witnesses to testify under oath.

11. No Stenographic Record - There shall be no stenographic record of the proceedings.
12. 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 within five (5) days.
13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
14. Evidence - The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
16. Close of Hearings - The arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgement on an Award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these Rules.
19. Time of Award - The Award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five (5) business days from the date of the closing of the hearing.
20. 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.

21. Delivery of Award to Parties - Parties shall accept as legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the AAA, addressed to such party as its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law.
22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. Interpretation and Application of Rules - The arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. All other Rules shall be interpreted and applied by the AAA, as Administrator.

ATTACHMENT NO. 2

WAGES

- A. The following monthly wage scales shall become effective the first full pay period after October 1, 1981:

<u>Class</u> <u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1132		
600	Police Officer	307	1302	1570	1659
603	Police Detective-Investigator	311	1794		
604	Police Sergeant	315	2063		
605	Police Lieutenant	321	2319		
606	Police Captain	325	2665		
608	Police Deputy Chief	329	3061		

- B. The following monthly wage scales shall become effective the first full pay period after July 1, 1982:

<u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1189		
600	Police Officer	307	1368	1648	1742
603	Police Detective-Investigator	311	1884		
604	Police Sergeant	315	2166		
605	Police Lieutenant	321	2435		
606	Police Captain	325	2798		
608	Police Deputy Chief	329	3214		

- C. The following monthly wage scales shall become effective the first full pay period after December 1, 1982:

<u>Class</u> <u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1272		
600	Police Officer	307	1464	1764	1864
603	Police Detective-Investigator	311	2016		
604	Police Sergeant	315	2318		
605	Police Lieutenant	321	2605		
606	Police Captain	325	2994		
608	Police Deputy Chief	329	3439		

D. The following monthly wage scales shall become effective the first full pay period after April 1, 1983:

<u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1323		
600	Police Officer	307	1523	1834	1939
603	Police Detective-Investigator	311	2097		
604	Police Sergeant	315	2410		
605	Police Lieutenant	321	2709		
606	Police Captain	325	3114		
608	Police Deputy Chief	329	3577		

E. Special Assignment Compensation:

Those Officers assigned to the S.W.A.T. team and/or the Bomb Squad, as of the first day of each month, shall receive four hours of compensatory time each month in the same manner as compensatory time is taken elsewhere in this Agreement.

558

AN ORDINANCE

51838

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.

SECTION (Guidelines limiting the scope of factfinding to:)

- 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 Firefighter;
- 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 5. (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 recommendations 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 to reduce in force or lay off employees because 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.

- e. Civil Service laws shall not be subject 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 14th day of February, 1980.

Lila Cockull
MAYOR

ATTEST: *Norma J. Rodriguez*
City Clerk

80-10

APPROVED AS TO FORM:

John J. [Signature]
for City Attorney

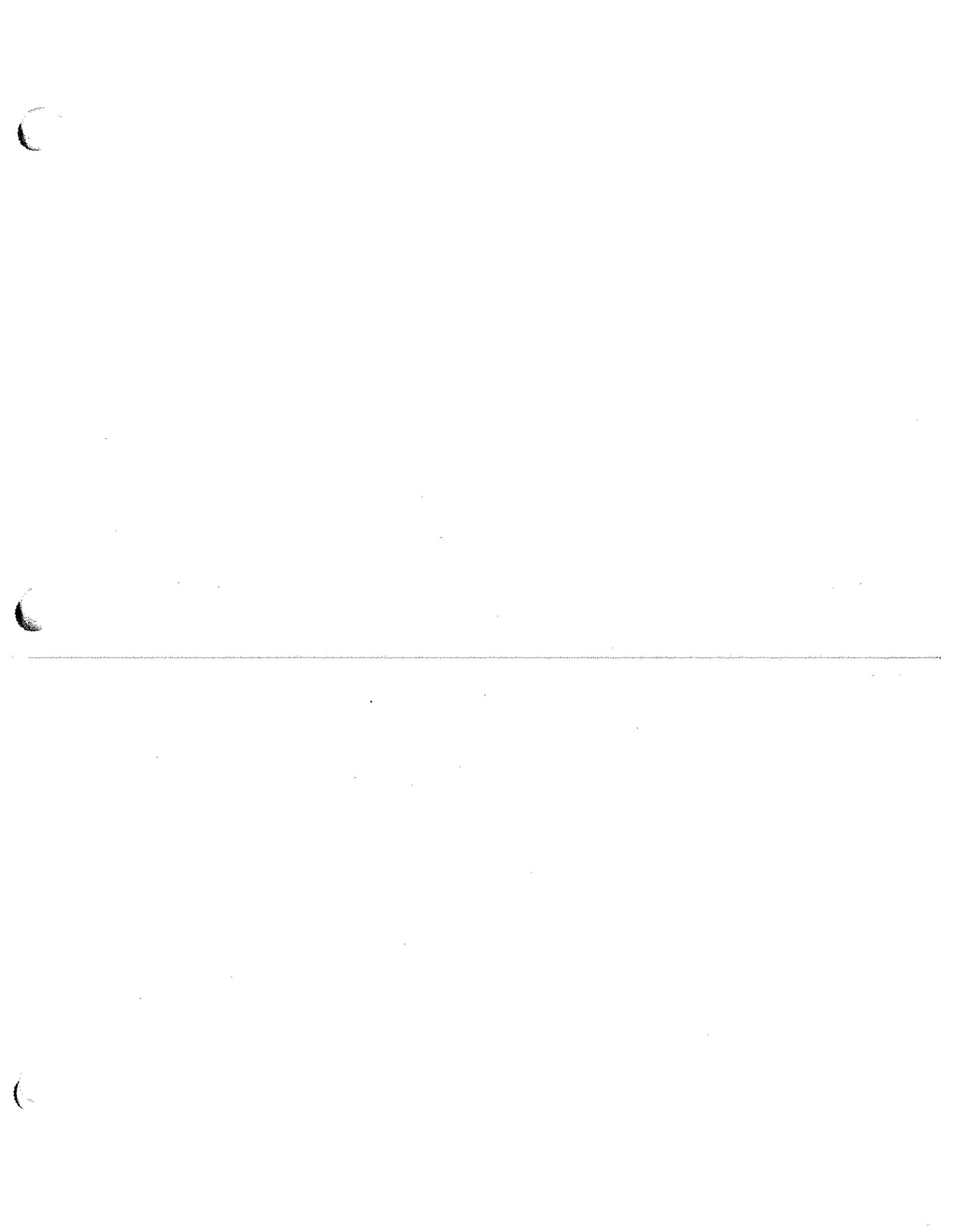
APPROVED AS TO FUNDS:

Carl L. White
Director of Finance

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