

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF SAN ANTONIO, TEXAS

AND

THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION



OCTOBER 1, 1994 THROUGH SEPTEMBER 30, 1998

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AND
THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION**

6/2/95

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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

This Agreement shall be effective as of the 1st day of October, 1994, and shall remain in full force and effect until the 30th day of September, 1998, or until such time as it is superseded by a new agreement between the parties, whichever occurs later, provided, however, that in no event shall this Agreement continue in effect after September 30, 2008.

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 the organization pursuant to the Constitution and By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined above, and in no event shall more than twenty (20) be allowed to attend meetings in an on-duty status.
- 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 XV.
- 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 Fighters and Police Officers Civil Service Commission of the City of San Antonio.
- K. "Department" means the Police Department of the City of San Antonio.
- L. "Longevity" means time in service in the department from the date the employee became a probationary police officer.
- M. "Seniority" means time in grade, i.e. rank.
- N. "Gender". Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

ARTICLE III.

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/POLPAC 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 one hundred and twenty (120) minutes from each employee's credited vacation time and credit the time deducted to a pool for use by the Association for state or federal legislative issues, the administration of this collective bargaining agreement, and attendance at labor relations function and seminars. Any employee 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 10 members who shall have the right to use Association Leave with a minimum notice of 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) days from the revocation or addition of the deduction.

G. The City shall deduct special assessments upon written request of the Association signed by the President, provided that the provisions of Section J below are complied with. The City shall require payment by the Association for the actual cost to set up each deduction plus 15 percent, not to exceed \$300.00.

H. The City shall deduct special assessments upon written request of CLEAT signed by the President of CLEAT and the President of the Association, provided that such request complies with the indemnification provisions of Section J below. The City shall require payment by CLEAT for the actual cost to set up each deduction plus 15 percent, not to exceed \$300.00.

I. 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.

J. 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.

K. 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.

L. 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 ten (10) working days to any employee 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 employees 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, with 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. 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.

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 worklife for the police officers of the City of

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 expires, the President shall be eligible to return to his previously-assigned shift and duty assignment.

D. The City shall grant legislative or political leave paid in accordance with Article III, Section 1(E) to a maximum of five (5) 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.

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 central station. Bulletin boards may be located at the assembly room and the lobby of the central station and in similar conspicuous locations at the other police stations and/or facilities.

B. These boards 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. 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 five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the shift supervisor that he intends to speak. 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 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

Section 1. The City shall provide the following materials to every employee:

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

Section 2. The City shall not engage in the following practices:

- A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.
- B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization.
- C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- D. Discharge or discriminate against any 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 chose to be represented by any employee organization.

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

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

Section 3. The City recognizes its responsibility to a consistent interpretation and application of Department Rules and Regulations, Special Directives and Administrative Orders which govern the conduct of employees on the job.

ARTICLE V.

Non-Discrimination by the Association

Section 1. 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 or of the Texas Commission on Human Rights Act. The provisions of this Agreement shall be applied equally to all employees covered by the Agreement.

Section 2. 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 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 impair the normal functions of the Department; nor 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 not lock out any employee.

ARTICLE VII.

Management Rights

Section 1. Subject to the terms of this Agreement, the Association recognizes the management of the City of San Antonio and the direction of the Police Department are vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing right of the City to operate and manage its affairs in all respects. The Association recognizes the City's statutory and Charter Rights to:

A. Direct and schedule the work of its 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. The City shall have the right to reschedule one forty (40) hour block per officer, annually, which shall not be subject to this Article. A forty (40) hour block of in-service training shall be provided annually to each officer by the City.

The City shall also have the right to reschedule an additional sixteen (16) hours per officer annually, in blocks of no less than eight (8) hours, at the Chief's discretion, which shall not be subject to this Article.

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

C. Discharge, demote, or suspend employees, pursuant to the requirements of Chapter 143 Local Government Code.

D. Maintain the efficiency of governmental operations.

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

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

G. Transfer any City operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any association, group, organization, union or labor organization whatsoever.

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

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

J. Use of civilians in the Police Department to perform duties which do not require a Commissioned Officer or the power of arrest. The scope of such duties include, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. Civilians performing such duties are not subject to the terms of this Agreement. This subject is covered in detail in Article XXXVII.

K. Establish classifications, job descriptions, and standards which provide the basis for recruiting and assignment. It is also understood that every duty connected with operations enumerated in job descriptions is not always specifically described. It is, nevertheless, intended that all duties relating to the present mission of the Police Department, as a public safety organization, shall be performed by the employees.

L. The Association recognizes the City's existing right, for purposes of clarification only effective January 1, 1986, to establish and enforce rules and regulations, special directives, and administrative orders, and amendments for the conduct of the mission of the Department subject to the terms of this Agreement. The Chief has the right to amend, suspend, and/or alter such rules and regulations subject to the terms of this Agreement and approval of the Commission.

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

Section 2. Subject to review by the City Manager, the Chief shall have the exclusive right to:

A. Establish departmental rules and regulations.

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

Section 3. Except as otherwise specifically provided in this Agreement, the City, acting through the City Manager and the Police Chief, shall retain all rights and authority to which, by law, it is its responsibility to enforce.

ARTICLE VIII.

Maintenance of Standards

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

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 procedures, 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. The Committee has no independent authority to bind either party with respect to any individual grievable topic. The Labor Relations Committee shall consist of four (4) members who shall serve for a one-year term. 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 on the second Tuesday of each 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 of the 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.

Safety and Equipment

Section 1. General.

The City shall maintain at all times an adequate quantity of modern, marked and unmarked vehicles, radios, and other essential equipment in sound working condition to ensure a safe work place for each employee and to maximize the Department's prime objectives of crime prevention, suppression, and detection. Such vehicles, radios, and other essential equipment must be replaced during periods of repair.

Section 2. Preventive Vehicle Maintenance Program.

The City shall ensure that all police vehicles assigned to the employees 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, at 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 a safe condition, and the employee disagrees with the supervisors decision, said employee may protest the supervisors decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the employees protest in writing and forward all copies to the employees division commander for final disposition.

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

Marked vehicles having 60,000 miles on their odometers, and assigned to the Uniform Division, must be retired from the Uniform Division fleet. An employee will not be required to operate a marked vehicle assigned to the Uniform Division having 60,000 miles or more on its odometer. Additionally, an employee will not be subject to disciplinary action for refusing to comply with an order to drive marked vehicles in the Uniform Division which had 60,000 miles or more on its odometer. Prior to 60,000 miles a vehicle may be retired from the Uniform Division fleet if considered unsafe by the head of the vehicle maintenance unit or a division commander. No officers in the Uniformed Division may be ordered to drive a patrol vehicle which has in excess of 60,000 miles.

Any vehicle retired from use in the Uniform Division pursuant to this agreement may be used by the Department in other divisions, provided that the vehicles are sound and safe to operate.

Section 3. Take-Home Cars.

The City shall provide to officers occupying the rank of Lieutenant or above a City-owned vehicle for the officer's use during his employment on active duty status and for the officer's use in driving to and from home. In lieu of a take-home vehicle, the Department may offer said officer a monthly car allowance of \$300 per month. An eligible officer may initially opt for a City-provided, unmarked vehicle (with less than 10,000 miles on its odometer) and/or the allowance as previously noted. During the period of June 1 to July 1 of each calendar year, the officer may elect to change from his car or car allowance. If an eligible officer opts for a vehicle, and the same is unavailable, such officer may draw the \$300.00 car allowance until the vehicle is furnished. The use of a City vehicle by an officer may be revoked by the Chief if the individual assigned the vehicle is not insurable per state minimum requirements. Each officer assigned a vehicle shall be required to use the vehicle in a manner consistent with Department policies. Any officer assigned a vehicle shall not be eligible to receive any car allowance, as otherwise provided by the City. The Chief has the sole discretion whether to assign or not assign or to remove a vehicle from any other officer in any rank below Lieutenant. Assignment by the Chief of a vehicle to another officer below the rank of Lieutenant shall not be grounds for filing of a grievance based upon the equal pay standards of Chapter 143 Local Government Code or any provision of this Agreement.

Section 4. Radios.

The City shall provide to each employee so requesting, one (1) permanently assigned hand-held police radio. A charger will be issued if necessary. These radios will be replaced in accordance with Department policies and regulations. However, in the event the radio needs to be replaced or repaired due to negligence or intentional abuse on the part of the employee to whom the radio is issued, the employee shall be required to reimburse the City for the costs, to be paid in no more than \$100-a-month installments. The cost of said radio and charger shall be, for purposes of the Section, based upon its depreciated value at a rate of 15% per year. Negligence or intentional abuse shall be determined by the Labor Relations Committee outlined in Article IX.

Until the City acquires a new radio system, employees residing outside of Bexar County shall not be eligible to request an issued radio. The City shall make available to employees, working approved police functions, a radio. If no radios are available for permanent issuance, the City shall have three hundred and sixty five (365) days to provide the necessary radios to conform to the request.

"Permanently issued or assigned radios" are those issued pursuant to an eligible employee requesting to have one issued to them and does not imply that the officer cannot later turn in their radios.

"Approved police functions" shall mean either a City function where the City provides security or an official function sanctioned and approved by the Chief of Police and functions for which a work permit has been issued.

Section 5. Bullet-Proof Vests.

The City shall provide to all employees a bullet-proof vest with a minimum standard of Threat Level III. Such vests shall meet the highest levels of specifications as determined by the Labor Relations Committee outlined in Article IX. Vests shall be provided to all new employees prior to the end of their first week as officers. Vests shall be replaced every five (5) years by making a proper request to the Division Commander, or at any time when obvious damage to the vest requires replacement. However, if it is determined by the Labor Relations Committee outlined in Article IX, that the damage done to the vest was caused by neglect or misuse on the part of the employee, then the employee shall pay a prorated share based on depreciation value calculated at a rate of 20% per year. One free fitting per year will be provided by the City. Additional fittings will be paid for by the employee.

Section 6. Labor Relations Committee as Equipment Advisory Committee.

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

B. When an employee loses and/or damages equipment assigned for purposes of employment, this committee shall cause to be conducted an investigation surrounding the facts causing the loss and/or damage. Upon completion of its investigation, the committee will make a determination as to the cause of the loss and/or damage and to what extent the employee is responsible for such loss and/or damage. The committee shall write a report of its findings which shall be forwarded to the Chief who may adopt, in whole or in part, or reject the committee's recommendations. The actions of the Chief in this regard shall not be subject to grievance and arbitration as provided for herein, if the Chief concurs in the recommendation of a majority of the committee or reduces the employee's responsibility for such loss or damage below the recommendation of the majority of the committee.

Section 7. Standardized Installation of Equipment.

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

ARTICLE XI.

Promotions

Section 1. Definitions.

A. **Seniority** - For purposes of this Section, each police officer shall be given one point on a promotional examination for each year as a classified police officer in the San Antonio Police Department. In no event shall the number of such seniority points exceed ten (10). "Classified police officer" is meant to include service as a probationary police officer. Seniority is defined as all years of service, whether interrupted or uninterrupted, on the San Antonio Police Department, and not merely the last continuous period of service.

B. **Eligibility** - Police promotional examinations shall be open to all police officers who have held a classified position with the San Antonio Police Department for two years or more, immediately below the rank for which the examination is to be held.

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

Section 2. Study Materials.

A. **Study Materials Committee** - On November 1 of each year, the Chief of Police shall establish a committee(s) for the selection of study materials for the written promotional examinations for each rank. Such materials which are selected shall be reviewed by the Chief of Police who shall make the final selection subject to approval by the Civil Service Commission. A listing of all potential materials from which promotional examination questions may be taken shall be posted annually each January for examinations to be administered within the one-year period beginning the following April. Such material may not be used unless available from publishing companies more than sixty (60) days prior to an examination.

B. **Reimbursement for Promotional Text Materials** -The City shall reimburse to each officer attaining a passing score of seventy percent (70%) on the written examination for the cost of text materials announced for said examination. Payment is conditioned upon the officer providing the City with receipts for the purchase of said text(s).

Section 3. Promotion to Detective Investigator and Sergeant.

All eligible promotional candidates shall be given an identical examination in the presence of each other. The promotional examination shall be entirely in writing and no part of such examination shall be by oral interview. All of the questions asked on the examination must be prepared and composed in such a manner that the grading of all examination papers can be promptly completed immediately after the examination is held. All examination papers shall be graded as they are completed, at the place where the examination is given, and in the presence of any candidates who wish to remain during the grading. The Civil Service Director is charged with the responsibility for preparation and security of all promotional examinations. The fairness and validity of any competitive promotional examination is the responsibility of the Civil Service Commission, the Director, and any municipal employee involved in the preparation or administration of the examination. The written examination shall consist of questions relating to the duties of the classification of the position to be filled. The Commission shall announce all reading materials to be actually covered and the number of questions from each in the written promotional examination no more than one hundred twenty (120) calendar days and no less than sixty (60) calendar days prior to said examination. A score of 70% on the written examination shall be considered a minimum passing score. The grade on a written promotional examination shall be based upon a maximum score of 100 points, which shall be determined entirely by the correctness of the answers to the questions. In establishing the eligibility list from a promotional examination, the grade for each candidate taking the examination shall be computed by adding that candidate's points for seniority, not to exceed ten (10), to the written grade.

In the event that written examination scores are the same, the ranking of those shall be done on the basis of seniority in rank as defined in this Article.

Each eligible promotional candidate shall have the opportunity to examine test source materials, his examination, and his answers, together with the grading of that examination within five (5) working days after said examination. The candidate may see the above, but may not remove the examination or copy any question used. Matters which are appealable to the Commission pursuant to Chapter 143 Local Government Code, V.A.C.S. shall continue to be appealable and the decision of the Commission shall be final. Candidates arriving after the appointed starting time of the examination will not be admitted or allowed to participate in the examination. The Commission shall announce the registration period for the examination to be given, and all candidates shall be required to register for said exam during the announced period, which period shall not be less than fifteen (15) days and no later registrations will be allowed.

Section 4. Promotion to Lieutenant and Captain.

Promotional examination for the classifications of Lieutenant and Captain shall consist of two (2) parts as follows:

A. **Written Examination** - All eligible promotional candidates shall be given the identical examination in the presence of each other. All of the questions asked on the examination must be prepared and composed in such a manner that the grading of all examination papers can be promptly completed immediately after the examination is held. All examination papers shall be graded as they are completed, at the place where the examination is given and in the presence of any candidates who wish to remain during the grading. The Civil Service Director is charged with the responsibility for preparation and security of all promotional examinations. The fairness and validity of the competitive promotional examination is the responsibility of the Civil Service Commission, the Director, and any municipal employee involved in the preparation or administration of the examination. The written examination shall consist of questions relating to the duties of the classification of the position to be filled. The Commission shall announce all reading materials to be actually covered and the number of questions from each in the written promotional examination no more than one hundred twenty (120) calendar days and no less than sixty (60) calendar days prior to said examination. A score of 70% on the written examination shall be considered a minimum passing score. The grade on a written promotional examination shall be based upon a maximum score of 100 points, which shall be determined entirely by the correctness of the answers to the questions. In the event that written examination scores are the same, the ranking of those shall be done on the basis of the seniority in rank as defined in this Article.

Each eligible promotional candidate shall have the opportunity to examine test source materials, his examination and his answers, together with the grading of that examination within ~~five (5) working days after said examination.~~ The candidate may see the above, but may not remove the examination or copy any question used. Matters relative to construction of the written test which are appealable to the Commission pursuant to Chapter 143 Local Government Code, V.A.C.S. shall continue to be appealable and the decision of the Commission shall be final. Candidates arriving after the appointed starting time of the examination will not be admitted or allowed to participate in the examination. The Commission shall announce the registration period for the examination to be given, and all candidates shall be required to register for said exam during the announced period which shall not be less than fifteen (15) calendar days and no late registrations will be allowed. 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. Seniority points are not included until after the Assessment Center examination.

B. **Assessment Center Examination** - The Assessment Center Board shall consist of a minimum 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. In the event that either party fails or refuses to select an arbitrator after receiving written notice from the Director no later than fifteen (15) days prior to the administration of the written examination, the selection will be made by the remaining party.

This shall not prohibit either party from replacing an assessor due to his inability to participate in the process after his initial selection. 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 a related field, for a minimum of five (5) years, to be selected by mutual agreement of the City and the Association.

The City and the Association may, by mutual agreement, change the number of assessors for an assessment center examination to provide for the efficient operation of the assessment center process. The Assessment Center Board shall, however, consist of an odd number of members, with each party appointing an equal number and the remaining member appointed by mutual agreement.

An alternate assessor shall be appointed by mutual agreement, consistent with Section B(1) above, who shall participate in the Assessment Center Examination as a non-evaluating member while attending all phases of the examination process. In the event a member of the Assessment Center Board begins the process but is unable to complete it, the alternate assessor shall serve as a replacement for the absent member for the balance of the Assessment Center process and evaluate the candidates for the remaining exercises.

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

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. The Assessment Center examination shall be held over a set period of time, announced by the Commission, but not exceeding seven (7) working days, excluding the candidate orientation. All candidates continuing in the Assessment Center process will be placed on Special Assignment, given Saturdays and Sundays as relief days, and relieved of normal duty for the duration of the Assessment Center and orientation. No officer shall be allowed premium pay to attend the Assessment Center process. Prior to the beginning of the Assessment Center, all candidates shall be given the opportunity to attend a classroom orientation period. Each individual exercise will be conducted on a separate day but in no case will a single exercise last more than one day for all candidates. In cases where the in-basket exercise is used, it will consist of two (2) portions, a written exercise and a clarification exercise, which may be conducted on separate days. Each exercise will be given in the presence of all participating candidates; however, the very nature of Assessment Centers necessitates some exercises being done on an individual and small group basis. In any event, all participants will complete the same exercise on the same day. 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 three (3) of the following exercises: (1) an in-basket exercise, (2) a leaderless group discussion, (3) a structured interview, and (4) a problem-solving exercise.

Feedback shall be provided in writing to each candidate in a "feed-back" session by the members of the Assessment Center Board. The purpose of this session will be to provide each candidate with his score, what he excelled in, what areas he did poorly in, and what he might do to improve his 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.

The Civil Service Director shall utilize the services of an outside consultant who will be responsible for all of the administration and preparation of the Assessment Center process.

C. **Eligibility List** - Within 72 hours of the completion of the Assessment Center process, excluding weekends and holidays, an eligibility list shall be established and posted. The Assessment Center Promotional Dispute Resolution Procedure as outlined in this Article shall not affect or alter the established date or life of the eligibility list. Any candidate whose promotion is delayed as a result of the Assessment Center Promotional Dispute Resolution Procedure shall be entitled to full back pay, benefits, and seniority retroactive to the last day his appointment was permissible under Chapter 143 Local Government Code. In establishing the eligibility list from the written and Assessment Center examination, the grade for each candidate taking the examination shall be completed by adding that candidate's points for seniority up to a maximum of ten (10) points calculated as of the date of the written examination based on the following weights:

Written Exam Score	60%
Assessment Center Exam Score	40%
	100%

1 point for each year of
service up to a maximum of

10 points 10

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 eligibility 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.

The results of the Assessment Center Examination shall not be appealable to the Commission or to arbitration through the grievance procedure, except as prescribed in this Article. No candidate shall be eliminated from eligibility for promotion as a result of his Assessment Center score.

EXAMPLE:

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

Written Exam 96

Assessment Center Board Score (Consensus)

In-Basket Exercise 89

Leaderless Discussion 93

Structured Interview 83

Problem Solving 87

TOTAL 352

Assessment Center Score 88

Overall Exam Score

Written (96 x .6=) 57.6

Assessment Center (88 x .4=) 35.2

1 point for each year
of service up to a
maximum of 10 points 10.0

TOTAL 102.8

Section 5. Assessment Center Promotional Dispute Resolution Procedure.

A. The purpose of this Section of this Article is to provide for the exclusive remedy available to officers who question or challenge the Assessment Center process.

B. Any officer who disputes or challenges the Assessment Center process as contained in this Article as it applies to him shall file a grievance within ten (10) calendar days of the posting of the results of the examination process with the Director of Human Resources of the City, which grievance must state in particular and with specifics the officer's objection to said process and/or result. Copies of all grievances so filed shall be provided to the Association.

C. Within fifteen (15) calendar days of the date of the posting of the results of the Assessment Center process, the City and the Association shall meet to review all such grievances timely filed and shall select an independent arbitrator from a list of qualified arbitrators previously agreed upon by the parties.

The selection of such arbitrator shall be accomplished by a random drawing of the name. The arbitrator so selected shall be notified promptly of his appointment and, simultaneously therewith, the parties in agreement with the arbitrator shall select a date for a hearing of all the grievances so submitted, which date shall be within thirty (30) calendar days.

D. At the date previously agreed upon, the independent arbitrator shall convene the hearing at a place mutually convenient to all parties. The arbitrator so selected shall hear and take evidence on all of the grievances that were timely filed by officers as previously described. The hearing shall continue from day to day until all such evidence has been received. A transcript by a duly authorized court reporter will be taken of the hearing and shall be the only official transcript thereof. All parties to the proceedings, including individual officers, shall be entitled to representation of their own choosing, the expense of which must be borne by the respective party.

E. The arbitrator so selected shall submit a written opinion on each grievance presented and/or heard by him, without the benefit of the submission of briefs by the City, the Association, and/or the affected officer. The decision of the arbitrator shall be brief and concise and shall recite:

1. The name of the grievant;
2. The issue presented;
3. The decision and award of the arbitrator.

Unless otherwise mutually agreed by the Association and the City, the decision of the arbitrator shall be rendered within fifteen (15) calendar days of the date the hearing was closed. The decision of the arbitrator shall be final and binding on the City, the Association, and the affected officer/grievant.

F. The fees and expenses of the arbitrator and of the official court reporter shall be borne equally by the Association and the City.

G. Should at any time after the decision and award of the arbitrator any affected officer/grievant contest or challenge the award of the arbitrator in any other legal proceeding, the following shall apply:

1. The decision and award of the arbitrator must be upheld, unless the officer/grievant can establish by clear and convincing evidence said award was not supported in whole or in part by substantial evidence and/or that the award of the arbitrator was capricious.

2. As a condition precedent to the filing of any subsequent action challenging the award of the arbitrator, the affected officer/grievant file a cost bond in the minimum amount of sum of the arbitrator's fees and expenses and the fees of the court reporter who took the transcript of the arbitration proceeding.

H. Should the Association and/or the City be a party to any action by an officer/grievant contesting and/or challenging the award of the arbitrator, the City and/or the Association may, pursuant to the terms of this Agreement, request the court or administrative body to which the action has been addressed to reimburse it/them for all costs of court, including but not limited to attorneys fees, for having to defend said action. This remedy shall be in addition to any other remedy to which the City and/or the Association may be entitled, including but not limited to those as specified above and/or elsewhere in this Agreement.

Section 6. Appointment to Deputy Chief.

The Chief of Police shall have the right to appoint four (4) Deputy Chiefs which shall be one rank immediately above the rank of Captain and one rank immediately below the Chief in the chain of command. All officers currently holding the rank of Deputy Chief shall be grandfathered into their positions and shall maintain all rights and privileges currently enjoyed by virtue of holding that rank. No positions within the rank of Deputy Chief shall be created other than by this Article and only two (2) of the existing positions may be abolished. Hereinafter, no position in the rank of Deputy Chief shall be filled other than by appointment. As vacancies occur in the rank of Deputy Chief, the Chief shall either appoint an officer or permanently abolish the position within ninety (90) days in accordance with this Section. Positions within the rank of Deputy Chief up to four (4) shall be filled by the Chief of Police at his sole discretion, within ninety (90) days of a vacancy occurring in that rank. Appointments to the rank of Deputy Chief shall be by the Chief at his sole discretion, provided that the employee promoted is a classified, sworn member of the San Antonio Police Department with a minimum of five (5) years seniority as defined in this Article in the Department.

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

Any person appointed to the rank of Deputy Chief may be suspended or demoted to the rank from which he was promoted at the sole discretion of the Chief without appeal to the Commission and/or Arbitration. Any person appointed to this rank may, further, voluntarily return to the rank from which he was promoted at any time. Upon demotion or voluntary return to the previously-held rank pursuant hereto, the employee shall receive thereafter the full benefits provided in Chapter 143 Local Government Code and this Agreement as if he had served in that rank on a continuous basis throughout his tenure as Deputy Chief. A person appointed to the rank of Deputy Chief may be terminated for cause, provided that such termination shall be subject to appeal in the same manner as applicable to all classified, uniformed employees in the Department.

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

Deputy Chiefs appointed by the Chief pursuant to Article XI, Section 5 of this Agreement, may receive administrative leave time for work performed in excess of their regularly-scheduled duties. Said leave time may be granted at the discretion of the Chief, subject to scheduling and manpower contingencies that may arise. Said discretionary leave time shall, in no event, exceed that amount of time that said Deputy Chiefs have accumulated in excess of the regularly-scheduled work week.

The pay provisions herein described for the classification of Deputy Chief are applicable to only those officers who hold the Deputy Chief rank as of October 1, 1988. Officers appointed to the Deputy Chief position by the Chief as provided for in Article IX, Section 5, supra, of this Agreement, shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year Captain's regular rate of pay. The officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles I; II; III; IV; V; VI; VII; IX; X Section 3; XI Section 6; XIV Section 1; XVI Sections 1 and 2; XVII; XIX; XX (without premium pay); XXI; XXII Sections 2, 3, 4, 5, 6, 8, 9, and 10; XXIII; XXVIII; XXIX; XXX Sections 3, 4, 5, 6, and 7; XXXI; XXXII; XXXIII; XXXIV; XXXV; XXXVI Sections 1, 2, 4, 5, and 6; XXXVII; and XXXVIII.

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

ARTICLE XII.

Seniority

Section 1. Seniority in this Article shall be defined as the length of service by an employee within his civil service classification. All other factors being equal, seniority is the determining factor in the assignment of relief days and vacation days and operates within a section or unit for purposes of this Article. Assignment of sections or districts shall not be subject to the provisions of this Article, except in Section 6.

Section 2. When an Officer transfers from one section or unit 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 section or unit for six (6) months, then exercise his 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 section or unit; otherwise, the incoming officer is placed in his respective position as to date of rank and bids with others as the next days and dates become available.

Section 3. "All other 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.

Section 4. Time spent in the Armed Forces on military leave of absence and other authorized leaves and time lost because of duty-connected disability shall be included in length of service.

Section 5. Seniority shall be a factor in promotions and layoff or recall consistent with State law and City ordinances and regulations. In the event of a tie in the seniority of two or more officers, the officer placing highest on the hiring or promotional list shall be the senior.

Section 6. Seniority for the Day, Evening, and Dog Watch Uniformed Patrol Shifts.

This Section applies only to those officers holding the rank of Patrolman or Detective Investigator assigned to the Day, Evening, or Dog Watch shifts of the Uniformed Patrol Division. To the extent that this Section differs with Sections 1, 2, 3, 4, or 5 above, this Section shall prevail so far as the affected shifts are concerned.

When an assignment is declared vacant in a section of the Day, Evening, or Dog Watch shifts of the Patrol Division, the opening shall be awarded to the most senior officer on that shift of the applicable rank who voluntarily requests that assignment. In the event no officer of the applicable rank from that shift requests the assignment, any officer of applicable rank from the remaining two shifts may request the position and it shall be awarded to the most senior officer.

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

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

Any officer covered by this Section may be removed from a position he occupies to another position within the three specified shifts, provided such is done on the basis of reverse seniority (i.e., beginning with the least senior person).

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

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

ARTICLE XIII.

Hours of Work

Section 1. General Provisions.

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 constitute 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.

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

Employees who have by practice worked an eight (8) consecutive hour work day, which included a thirty-minute lunch break, and are not specifically covered by the sections below, will continue to do so.

Section 2. Hours for Certain Patrol Division Units.

Employees working on the Daylight, Evening, or Dog Watch Shifts of the Patrol Division or the daylight or night shift of CID shall work an average forty (40) hour work week, with daily hours compensated at straight-time according to assignments as follows:

A. The Patrol Daylight Shift shall work from 6:30 a.m. to 2:30 p.m., with 30 minutes off for lunch and two 15 minute coffee breaks.

B. The Patrol Evening Shift shall work from 2:30 p.m. to 10:30 p.m., with 30 minutes off for lunch and two 15 minute coffee breaks.

C. The Patrol Dog Watch Shift shall work from 10:30 p.m. to 6:30 a.m., with 30 minutes off for lunch and two 15 minute coffee breaks.

Officers may be required to report for roll call 15 minutes prior to the beginning of the shift without additional compensation. Breaks are normally taken midway through the first half and midway through the second half of the tour of duty. The missing of any coffee and/or rest breaks because of the press of business shall not be grounds for overtime payment or for a grievance.

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

~~Section 3. Hours for Certain Units of the Criminal Investigation Division (CID).~~

Employees working on the daylight or night shift of CID shall work an average forty (40) hour work week, with daily hours compensated at straight-time as follows:

A. Employees below the rank of Lieutenant assigned to the daylight shift in CID may work from 7:30 a.m. to 6:00 p.m., with 30 minutes off for lunch and two 15 minute coffee breaks.

B. Employees below the rank of Lieutenant assigned to the night shift in CID may work from 7:00 p.m. to 5:30 a.m., with 30 minutes off for lunch and two 15 minute coffee breaks.

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

Breaks are normally taken midway through the first half and midway through the second half of the tour of duty. The missing of any coffee and/or rest breaks because of the press of business shall not be grounds for overtime payment or for a grievance. C.I.D. employees subject to the 10-hour, four-day work week shall include, but not be limited to, the following:

Burglary
Theft
Homicide
Robbery
Night Utility Detectives

Section 4. The Chief shall have the right to adjust the working hours, and starting or ending time of any shift, or the units of CID covered by the 10-hour work day, provided that such change does not cause an employee to work in excess of an average forty (40) hour work week. In no case shall any changes in starting or ending times of shifts covered by Sections 2 and 3 above exceed one hour in each calendar year. In the event the Chief decides to exercise his rights pursuant to this section, he shall notify the President of the Association in writing of the anticipated adjustment at least thirty (30) calendar days prior to implementation. The Association shall have fourteen (14) days from the date so notified to submit any comments or objections to the proposed change in writing to the Chief. If objection is expressed by the Association, representatives of the Association and the Chief shall meet to discuss the anticipated adjustment within the next succeeding five (5) days. This right shall not be subject to appeal pursuant to the grievance procedure contained in Article XV of this Agreement, with the sole exception that the issue of work in excess of the average forty (40) hour work week may be appealed pursuant to the grievance procedure. Nothing in this section shall be construed in any fashion to limit the Chief's right to establish the working hours of units not covered by Sections 2 and 3 above.

ARTICLE XIV.

City Property/Off-Duty Employment Office

Section 1. The existing policies for off-duty employment shall prevail, except that on matters involving jurisdiction or conflict of interest, the Chief shall have the right to amend the existing policies, subject to grievance procedure outlined in Article XV of this Agreement. Provided, however, this article shall no longer permit a distinction between public and private events nor between for-profit and non-profit entities.

Section 2. The City shall establish an office under the Chief staffed with a minimum in rank of one Sergeant, sworn support personnel, on-duty transportation and office equipment necessary to handle requests of employees to work at City facilities. Such office shall be located in the Convention Center complex. Office space only, without additional staffing, shall be provided at the Alamodome.

Section 3. Use of Sworn Personnel at City Facilities.

A. The City shall utilize only sworn employees for the purposes of providing security, crowd control, and other police-related activities at all City facilities.

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

- (1) The Convention Center Exhibit Halls and Banquet Halls
- (2) The HemisFair Arena
- (3) The Lila Cockrell Theater
- (4) Market Square
- (5) Market Square's Centre de Artes Ballroom; Fiesta Room; and Farmers Market
- (6) La Villita
- (7) The Alamodome
- (8) Municipal Auditorium

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

C. An officer may elect to be compensated by the City in compensatory time ("CT") in lieu of pay (but not a combination thereof) at the rate of 1.2 hours per hour worked as provided herein.

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

E. The City agrees to pay officers who work any Fiesta events and related activities in an off-duty capacity at double their regular rate of pay. The City agrees to maximize the use of off-duty personnel who have signed up on the volunteer roster, and to minimize the use of on-duty personnel, subject to the other provisions herein. Fiesta activities and events will be those that have previously been included in the official Fiesta calendar, and any new activities or events added to the calendar by the Fiesta Commission or the City. Events such as basketball games, concerts, or trade shows unrelated to Fiesta during the calendar days of Fiesta may be

paid at the regular overtime rate unless insufficient volunteers sign up for such events, then all volunteers whether or not from Fiesta volunteer roster shall receive Fiesta pay. Easter Sunday will not be covered under this Section but is covered under Article XX. Holidays, Section 1.

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

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

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

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

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 Commission pursuant to Chapter 143 Local Government Code are not subject to this procedure but are covered in Article XXVII 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 Association to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure herein. Any alleged violation(s) of Article IV., Section 2(F), of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the employee to submit such issue(s) to the grievance procedure.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the 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 knowledge of the occurrence or the event causing the problem. The supervisor will 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 (1) voting member to the committee and may appoint two (2) 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 Director of Human Resources or his designated representative within five (5) business days from the decision at Step 5.

The Human Resources Director or his designated representative shall within three (3) business days submit the matter to the City Manager or his designated representative who shall review the matter and shall render a decision in writing within ten (10) business days. The Human Resources Director or his designated representative shall obtain the response from the City Manager or his representative and contact the Chairman of the Association's Grievance Committee and/or the President of the Association of the response and results within three (3) business days.

If the grievance has not been settled at Step 6, the parties shall have five (5) working days from the date the Director of Human Resources notified the President and/or grievance committee chairman of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Human Resources Director or his designated representative. 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.

A grievance contesting action by the City Council or City Manager may be initiated at Step 4 within thirty (30) days of the employee's actual or constructive knowledge of the occurrence or event causing the problem.

The President of the Association or his designee may file a class action grievance on behalf of bargaining unit members similarly situated at Step 4 above within thirty (30) days of the employee's actual or constructive knowledge of the occurrence or event causing the problem.

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. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator.

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

Section 1. Wage Schedule.

Wages shall be paid in accordance with the schedule outlined in Attachment No. 2, and incorporated herein. Upon successful completion of thirty (30) weeks, an officer becomes a Police Officer, Class 600, Step A, and shall be entitled to all pay and benefits of that class. A Police Officer shall serve one (1) year in Step A and then will be moved to Step B of the pay schedule, upon completion of the education requirements contained in Article XXXI, Section 2. Upon completion of five (5) years of commissioned service, an officer is moved from Step B of the pay schedule to Step C.

Section 2. Pyramiding.

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

Section 3. Shift Differential Pay.

A. All police officers assigned to begin work after 12:00 p.m., including but not limited to shifts currently referred to as the Evening or "Dog Watch" shifts are to receive \$350 per month differential pay.

B. Each officer working an applicable shift for 80 hours or more of any calendar month shall be entitled to differential pay for that assignment for the full month. No partial payment shall be made for working less than one half of the calendar month.

Section 4. Longevity.

In addition to wages as set forth in the pay schedule, each officer's regular rate of pay shall be increased by three percent (3%) for each five (5) years of his longevity, to a maximum of thirty (30) years, i.e., a thirty year veteran would receive an additional eighteen percent (18%). On each officer's anniversary date which is not a multiple of five, he shall receive an eight dollar (\$8.00) increase in his longevity pay per month, provided, however, that he shall no longer receive monthly longevity pay of \$4.00 per year of service, to a maximum of twenty-five (25) years as is set forth in State law, and that the eight dollar (\$8.00) interim monthly adjustments will not increase any fifth year level.

Section 5. Standby Pay.

All qualified officers assigned to the S.W.A.T., K-9, Bomb, and Hostage Negotiating teams shall receive \$150 per month standby pay during each month of active assignment, in lieu of the compensatory time currently paid. Beginning October 1, 1996, standby pay shall be \$157 per month. All officers assigned to the K-9 Division shall receive three (3) hours of overtime compensation per work week, until such time as the Department opens the Training Academy, adequate housing and training facilities are available, and the canines are actually housed at the training facilities.

Section 6. Language Skills Pay.

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

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 Mother, father, spouse, child, brother, sister, grandparents, mother-in-law, and father-in-law, or other members of the immediate household residing with the employee.

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

ARTICLE XVIII.

Court and Call-Back Pay

Section 1. "Call back" as used in this Article means an officer having been released from duty and called back to report to duty by an appropriate supervisor or authority. Off-duty court time and call back shall be paid at the rate of time and one-half, with a three (3) hour minimum and paid at double time with a three (3) hour minimum on vacation and relief days. For purposes of this Article, a vacation period shall be defined as any three (3) consecutive days of paid leave (comp. time, holidays, annual leave) and any relief days occurring within that time period which has been previously scheduled in accordance with regular departmental policies. Relief days shall not be counted as a part of the three (3) day minimum specified above, provided, however, any relief days occurring during the scheduled vacation period which covers the time from the last hour worked before the start of the vacation period and continues until the first hour worked after the scheduled vacation period shall be considered a vacation day for the purpose of this Article. This provision applies to the following courts in work-related matters or the course of employment only:

- A. District Courts.
- B. County Courts-at-Law.
- C. Grand Juries.
- D. Justice of the Peace Courts.
- E. Municipal Courts.
- F. Civil Service Commission or Arbitration Hearing (when officer is subpoenaed by the City).
- G. Texas Alcoholic Beverage Commission hearings.

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

Section 2. It is understood that the Chief is responsible to deliver subpoenas issued by Bexar County and District Courts at an appropriate time to insure that officers are in court only when their presence is required. To accomplish the above, the Chief may place officers on a stand-by not to exceed one (1) hour in the morning and/or one (1) hour in the afternoon. An officer must receive specific notification from court liaison personnel, District Attorney personnel, County Court or District Court personnel, to be on afternoon standby. The "a.m." time is set at 10:00 a.m. to 11:00 a.m. The "p.m." time is set at 1:30 p.m. to 2:30 p.m. Officers placed on stand-by shall be compensated as follows:

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

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

Section 3. 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.

Section 4. Officers who are subpoenaed by other jurisdictions and have received compensation from those jurisdictions shall not be entitled to compensation as provided in this Article unless the officer turns over all funds received from the other jurisdiction to the office of the Chief of Police and validates his attendance by completing the necessary forms.

Section 5. For purposes of this Article, an officer shall be paid for all hours worked, including travel time, when traveling to courts outside a sixty- (60) mile radius of the city.

ARTICLE XIX.

Clothing Allowance

Each officer shall receive a clothing allowance of \$120.00 per year, payable quarterly (on the pay day of the first full pay period ending in January, April, July, and October of each year) at \$30.00 per quarter. In addition, each new officer shall receive an initial clothing allowance of \$245.

ARTICLE XX.

Holidays

Section 1. Holiday Accrual

Each employee shall be credited with one day of accrued holiday leave for each holiday adopted by the City Council for each year. Any employee whose start time for the work shift is on a premium holiday shall receive regular pay plus one and one-half times their regular rate of pay (with the accrued holiday plus 1/2 time in pay or compensation time, or without the accrued holiday in pay or compensatory time, at the employee's discretion). Any overtime accrued in excess of the employees regular duty hours, during the premium holiday, shall be at one and one half (1 1/2) times their regular rate of pay (in pay or in compensatory time at the officers discretion).

Premium Holidays include:

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

Section 2. Hours of Holiday

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

Section 3. Staffing of Holidays

The Chief has sole discretion to staff the Department on scheduled City holidays in accordance with Article VII, Section 1(A), of this Agreement. Such assignments are not subject to grievance or arbitration procedures. Any decrease in staffing on these days will be done by reverse seniority within the unit.

ARTICLE XXI.

Vacations

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

<u>Completed Years of Service</u>	<u>Vacation Time</u>
1 through 10	120 working hours (15 days)
11 through 15	160 working hours (20 days)
16 & Over	200 working hours (25 days)

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

A. Officers having 1 through 10 years of completed service shall accrue vacation at the rate of ten (10) hours per month.

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

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

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

ARTICLE XXII.

Miscellaneous Leave Provisions

Section 1. Leave Policies.

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

Section 2. Leave Pay Upon Separation.

A police officer who leaves the classified service for any reason shall receive a lump-sum payment in the full amount of his ending salary for the period of his accumulated compensatory time, holidays, sick leave (in accordance with entitlements as provided for by statute), bonus days, and vacation time, provided that such payment, in the case of vacation time, shall be based upon not more than ninety (90) days of accumulated vacation leave. Any police officer who leaves the classified service or loses his life as the result of a line of duty injury or illness or the beneficiaries of such police officer shall be paid the full amount of his salary for the total number of his days of accumulated leave.

Section 3. Sick Leave Buy Back.

In October of each calendar year, the City will buy back either in "pay" or in "compensatory time" at the officer's option, from any officer who requests same in writing on a form provided by the City (by the end of the first pay period in October) accumulated, unused sick leave for the preceding year (October 1 to September 30) on a two-for-one basis. The Accounting Unit will run in the Daily Bulletin during the month of September notification to the

officer to file, in writing, for the buy back. An officer may not "sell" back sick leave accumulated prior to the year (October 1 to September 30) and may only "sell" back those unused days of the fifteen (15) days currently accumulated. The City will pay the officer his amount due at the same time as other City employees are paid for their sick leave buy back but not later than Christmas Eve day.

Example: An employee accumulates fifteen (15) days of sick leave per annum. Should said employee not use any sick days in the year in which it was accumulated, he may "sell" back to the City all fifteen (15) days and receive therefor seven and one-half (7-1/2) days of gross pay, less legal deductions (i.e., FICA and Withholding), or sixty (60) hours of accumulated compensatory time.

Section 4. Bonus Days Leave.

Each officer shall be entitled to one (1) additional day of leave for each quarter of a calendar year (beginning January 1) of "perfect attendance". Officers off from duty for one of the following reasons are not eligible to receive the one (1) day perfect attendance bonus: time off for sick leave; off-job injury leave; military leave in excess of fifteen (15) days in a calendar year; leave without pay; stress leave; and suspensions. Full vacation days, holidays, and/or compensatory time usage that has not been scheduled and documented by the supervisor prior to the end of that officer's preceding day's shift will disqualify an officer from receiving the perfect attendance bonus. Holidays, relief days, special assignments, administrative leave (with or without pay), and time restored by the Commission or an Arbitrator shall not affect the officer's entitlement to the perfect attendance bonus.

A day as used in this Section of this Article shall equate to eight (8) hours, regardless of the number of hours in an officer's daily work schedule. An officer may accumulate no more than 320 hours of perfect attendance bonus day time.

Section 5. Compensatory Time Accrual.

Each officer may accumulate 480 hours of compensatory time.

Section 6. Holiday Leave Accrual.

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

Section 7. Savings Clause.

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

Section 8. Injury-on-Duty Leave.

Any officer may be granted Injury-on-Duty (IOD) Leave by the Chief of Police after 365 calendar days from the original date of injury if:

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

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

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

D. If it is determined by licensed physicians and reviewed by the Chief of Police that the second or subsequent treatment period is not a result of the original injury, the officer will have the IOD time rescinded and charged sick time. In the event the officer has no sick time on the books, he will forfeit any other type of accumulated leave on the books to equal this IOD time taken off. In the event the officer has no time on the books, he or she shall pay back the time at one-half of all vacation, holiday, and sick time accumulated until all IOD leave is satisfied.

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

Section 9. Jury Duty.

A leave of absence, without loss of regular pay, for a period not to exceed two (2) work weeks shall be granted to an officer upon his actual jury duty service, unless excused therefrom; provided, however, that such officer waives or remits to the City his jury fee and provides proof of jury service verified by the court liaison section and submitted to Police Accounting.

Section 10. Sick Leave Pool.

Each officer shall accumulate fifteen (15) days of sick leave, with pay, per calendar year.

When the total number of sick leave pool days drops below seven hundred (700), one (1) day of sick leave with pay from each officer participating in the program shall become part of the sick leave pool, and any remaining days shall continue to be credited to the individual officer.

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

Upon completion of the initial two month period of employment after graduation from the Academy, each officer shall have one and one-half (1.5) days of sick leave credited to the pool. In the event of separation from employment prior to completion of the probationary period, the City may adjust the pool for any sick leave credits not actually earned by the contributing probationary employee.

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

Each committee in rank shall consist of the following members, and a quorum must be present to grant or deny sick leave pool usage.

Deputy Chief:	1 Chairman	2 Members
Captain:	1 Chairman	4 Members
Lieutenant:	1 Chairman	6 Members
Sergeant:	1 Chairman	8 Members
Detective:	1 Chairman	8 Members
Patrolman	1 Chairman	8 Members

All committee members shall be appointed on or before October 1 of each year and shall serve one year terms. Any vacancies occurring during the course of the term shall be filled within fifteen (15) working days. No person shall be allowed to serve more than one (1) consecutive term. The City shall indemnify, defend, and hold harmless each committee member.

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

A. Officers may be considered for sick leave pool days after taking off fifteen (15) consecutive working days (or comparable hours) of continuous non-job-related illness or injury. The fifteen (15) consecutive working days used for eligibility shall not be refundable by committee or otherwise.

B. No officer shall be permitted to use more than 180 pool days for a single illness or injury.

C. Pool days may not be used for injuries or illnesses sustained in the line of duty, pregnancies, psychological, or chemically-induced illnesses or injuries.

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

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

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

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

H. Upon any employee being absent from duty ninety (90) working days as a result of a single illness or injury, the Chief may require the employee to submit to a medical examination to determine whether the employee is permanently disabled. When it is determined that an officer is permanently disabled, the Chief shall be entitled to terminate or retire the officer, whichever is applicable, according to law existing as of October 1, 1988.

Section II. Leaves of Absence.

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

accredited college or university of higher learning. the leave shall be granted on a semester-by-semester basis.

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

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

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

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

ARTICLE XXIII.

Working in a Higher Classification

Section 1. Definitions

Vacancy is an encumbered position that is not currently filled.

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

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

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

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

Section 2. Acting in a Higher Position

When a absence occurs in the positions of Sergeant, Lieutenant, Captain or Deputy Chief and said absence continues from day to day for a period in excess of 14 calendar days, the Chief, or his designee, shall assign an employee to act in the capacity of the absent position. If it be determined that an absence will continue in excess of 14 calendar days, and said position is determined by the Chief to be of critical importance, he may, at his sole discretion, fill said absence by appointing from the first day of absence. If another employee of the equivalent or higher rank is in a position to assume the responsibilities of the absent employee's position, then the Chief, or his designee, is not required to assign an employee to such position. During service in the acting capacity, the employee, so assigned, shall be compensated at the base salary of the higher position, plus his or her own longevity or seniority pay beginning on the date of such acting assignment by the Chief. Excepted from this provision is any absence created by operation of Article III of this agreement.

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

Section 3. Temporary Investigative/Undercover Assignment

A. When an employee holding the rank of Patrol Officer is temporarily assigned to perform investigative, or undercover work, outside his/her regular duties in the Criminal Investigative Division, the Traffic Investigation Unit, or Intelligence Unit (or its successors in function) said employee shall be compensated at the base salary of a Detective Investigator with the longevity or seniority pay of his/her permanent rank for all hours worked in that assignment beginning on the date of such acting assignment.

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

C. This section has been written in acceptance and reliance upon the resolution of all pre-existing controversies over investigative assignments, in accordance with the proposal dated December 7, 1994 from Captain Tyrone Powers to Skip Noe (which is the basis for Attachment 5), which was concluded with the consensus of the Association President. Both parties agree that the individuals and positions discussed in that memorandum were not performing the true duties of a higher classification.

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

Section 4. Exceptions and Grievability

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

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

Section 5. General

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

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

C. If an employee requests in writing the assignment of appropriate supervision and his request is unreasonably denied, the Chief of Police or his designee shall review such request and make the determination if appropriate supervision is available and make such adjustment as deemed necessary to rectify the situation. This may be accomplished by making a temporary higher classification appointment, a reassignment or any other action as determined by the Chief of Police or his designee. The determination by the Chief of Police or his designee shall be final and not subject to a grievance.

D. The Association and all members approving and ratifying this agreement have released any and all claims for additional compensation for alleged service in a higher classification, for all periods prior to the execution of this agreement, in accordance with the settlement and compromise of claims set forth in Article XXXVIII. The Association agrees not to abet any lawsuit seeking such a recovery for any officer who has worked in a higher classification prior to the adoption of this Article.

ARTICLE XXIV.

Initial Probationary Period

Section 1. Police Cadet

Prior to becoming a Police Officer (probationary), Class 601, an employee is a Police Cadet (602) (civilian) or a Police Service Officer (633) and is not in the bargaining unit. Upon successful completion of the requirements of Police Cadet, the employee becomes a Police Service Officer (633) or a Police Officer (601) (Probationary). On becoming a Probationary Police Officer (601) he/she shall serve a fifty-two (52) week probationary period.

Section 2. Police Service Officer

The City shall create a position known as Police Service Officer. This position shall be Class 633 Range 304. This position shall be created for the placement of cadets who have successfully completed their cadet training, have been placed in a ranking list by the Academy, awaiting a vacant 601 Probationary Police Officer position for them to occupy. A Police Service Officer (PSO) will be assigned such duties as determined by the Chief of Police but only those duties that can be assigned to other civilian personnel. When a vacancy occurs in the rank of Probationary Police Officer (601) the highest ranking PSO as determined by the cadet class ranking roster will then become a Probationary Police Officer (601). The date that the PSO becomes a Probationary Police Officer shall begin his/her 12 month probationary period.

i.e. On April 1, 1994 a cadet class 93C is preparing to complete their 26 weeks of training. At that time there are only 36 vacant positions on the department for a probationary patrolman. The cadet class 93C has 45 members who are eligible to graduate. On graduation 36 of the 45 cadets may graduate and receive their badges while the remaining 9 cadets will become Police Service Officers at the same time. These cadets may participate in all activities of the 36 graduating cadets but will not be certified as police officers. On Monday following graduation the Chief of Police will assign these 9 PSO's to duties that can be accomplished by civilian personnel within the City structure. (i.e. Expediter, call taker, records, etc.) When a vacancy occurs the PSO who ranked highest on the original list from the most senior cadet class will be promoted to Probationary Police Officer (601) and begin his 52 week probationary period.

Section 3. The fifty-two (52) week period following completion of the Police Academy shall consist of time spent by the officer in the performance of "service" for the City. Thus, periods in excess of fifteen (15) working days spent on leaves, vacations, suspensions, and/or other such absences during which the officer performs no "service" for the City or within the period the officer is assigned to "light duty" status shall be excluded from determining whether or not the officer has completed the fifty-two (52) week period herein specified.

Section 4. During the fifty-two (52) week initial period, the officer will be assigned to performing actual police patrol duties and shall not be eligible for any other special assignment during the term of this initial period.

Section 5. In no event shall probationary patrol officers supplant assigned positions or relief days. Probationary officers may only assume the Field Training Officers' and Sergeants days while actually riding with the Field Training Officer and may assume the Sergeant's relief days for the remainder of their initial fifty-two (52) week period.

Section 6. Following graduation from the Police Academy, during the employee's probationary period (the initial thirty (30) weeks following graduation) and during the twenty-two (22) weeks next following the completion of said probationary period, an employee may be disciplined or discharged without written notice and/or without cause at the discretion of the Chief. Such action shall not be reviewable by an arbitrator, the Commission, or any court. An employee does not become entitled to protection against discipline or discharge by the provisions of the civil service law or a disagreement, except upon completion of said fifty-two (52) week period. Upon successful completion of the full fifty-two (52) week period, the officer shall be eligible for all rights under this agreement.

Section 7. Upon completion of the requirements of the initial Academy, all officers shall be entitled to request the City to make direct deposits of their payroll checks, as are other non-probationary employees.

ARTICLE XXV.

Field Training Officers

Section 1. The Chief shall continue the Field Training Officer Program (FTOP) as a section of the Police Academy. The FTOP function will be to reinforce and update training given in the Academy in field operations. The primary purpose of the Program is to complete the education and training of probationary officers. Additionally, the program may be used to conduct continuing or remedial education or training for other Department personnel. While patrol officers may be used as Field Training Officers (FTO's) to conduct such training and education, they may not be used to supervise, investigate, or perform other duties performed by higher ranking officers.

Section 2. The minimum requirements for FTO's shall be established by the Chief, and any officer meeting such requirements shall be considered for a position in the program. Positions will be filled from qualified officer applicants based upon the standards enunciated by the Chief. There shall be a minimum of eighty (80) FTO's in the Department.

Section 3. The hours and assignment of FTO's shall be at the discretion of the Chief, realizing the need to accomplish the training and education of bargaining unit members as the primary purpose of the program. Officers assigned to the program shall be identified by an appropriate badge and/or emblem. Service as an FTO shall be voluntary.

Section 4. The program will be headed by a "Coordinator" who shall hold the rank of Lieutenant or above. The Coordinator shall have the power to recommend to the Chief the dismissal of any officer from the program on the basis of the officer's record while serving as an FTO.

Section 5. Field Officer Training Pay.

All officers permanently assigned to the FTO program, including the Coordinator, shall receive a \$250 per month pay supplement, in lieu of any compensatory time as previously provided. Beginning October 1, 1996, FTO Pay shall be \$265 per month.

ARTICLE XXVI.

Promotional Probationary Period

Section 1. There shall be 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.

Section 2. In the event that an employee is demoted under Section 1 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 inefficiency, incompetency, or inability to supervise. In the event that the arbitrator rules that the demotion was for some reason other than incompetency, inefficiency, or inability to supervise, the arbitrator shall rescind the demotion and restore the employee to the promotional rank from which the employee was demoted.

Section 3. 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.

ARTICLE XXVII.

Disciplinary Actions

Section 1. The Chief shall have authority to demote, suspend not to exceed thirty (30) calendar days, or indefinitely suspend (as provided for in Chapter 143 of Local Government Code) any employee for the causes set forth in the Rules and Regulations of the Commission. The employee may appeal such actions, if any, as provided for herein.

Section 2. 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.

Section 3. 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 Human Resources Director of the City.

Section 4. 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 Human Resources 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.

Section 5. For the purposes of this Article, the term arbitrator shall mean the same as a third-party hearing examiner as referred to in Chapter 143 Local Government Code. Appeal from demotion, suspension or indefinite suspension shall be decided either by one arbitrator, selected according to this agreement. Upon receiving an appeal from the employee, the Human Resources Director shall act immediately to notify the Association, the Chief, and the City Manager of the appeal.

Section 6. If the appeal is for arbitration, the employee and the Human Resources 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.

Section 7. The hearing shall be commenced, but need not be completed, within thirty (30) days of the arbitrator's selection. Delay in commencement the hearing within thirty (30) 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 (1) 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.

Section 8. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.

Section 9. 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.~~

Section 10. The following rules shall govern the conduct of arbitration hearings under this Section, and of certain preliminary matters;

A. 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.

B. The Arbitrator shall have the power to subpoena witnesses. Where the subpoena request is not opposed by a party, the City Human Resources Director shall issue the subpoena in the name of the Arbitrator and such issuance shall be considered the act of the arbitrator. If the subpoena is opposed, the moving party shall apply to the arbitrator for issuance of the subpoena.

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

D. 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.

E. 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.

F. Unless otherwise provided in this agreement, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

Section 11. Unless otherwise provided in this agreement, the Arbitrator shall have all those powers and only those powers vested in the Commission under Chapter 143 Local Government Code and the Commission Rules, with respect to suspensions, terminations, and demotions, with the sole exception of the power to amend such rules.

Section 12. Any notice or statement required to be filed by the Chief of Police or the employee in a disciplinary proceeding under Chapter 143 Local Government Code, under Commission Rules, or under this Agreement, shall be filed with the Director of Human Resources of the City.

Section 13. Hearings conducted by the Commission shall be in accordance with Chapter 143 Local Government Code.

Section 14. With respect to suspensions, indefinite suspension, temporary suspensions as defined in Chapter 143 Local Government Code and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Chapter 143 Local Government Code to appeal the Commission's decision, and no greater right.

Section 15. Unless otherwise provided in this Agreement, in cases of conflict, the provisions of this Agreement will control over Chapter 143 Local Government Code and American Arbitration Association Rules; and Chapter 143 Local Government Code and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association Rules.

Section 16. Notwithstanding any other provision of this Agreement, the Chief shall have authority to temporarily suspend an employee for a period of not less than thirty (30) nor more than ninety (90) 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.

Section 17. Any deadline or time restrictions set out in this Agreement with respect to disciplinary proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided by the Agreement.

Section 18. Officers suspended up to a maximum of thirty (30) working days may, at the Chief's discretion, forfeit either accumulated compensatory time, vacation, or holiday leave equal to the suspension. Approval of forfeiting time by the Chief shall not be unreasonably withheld and may only be denied because of a consistent overall pattern of substandard performance. The officer shall have (10) calendar days from receipt of notice of the suspension to decide whether or not he wishes to forfeit accumulated leave or exercise his appeal rights pursuant to Chapter 143 Local Government Code or the Grievance and Arbitration Procedures of this Agreement. The provisions of this Article shall apply solely to suspensions which are agreed to by the employee, and no appeal to the Commission or to arbitration may be instituted on suspensions where the employee has forfeited accumulated compensatory, vacation or holiday leave pursuant to the terms of this Article.

Section 19. Except as provided in this section of this Article, the Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences earlier than the 180th day immediately preceding the date on which the Chief suspends the officer. Only upon written notice in the original written statement of the Chief may any act or occurrence be admissible in a disciplinary hearing in accordance with this section. Solely to aid the Commission or arbitrator in the assessment of appropriate discipline and not to prove a charge of a violation of Civil Service Rules or for any other purpose, the Chief and the City may introduce evidence of prior disciplinary actions which have not been set aside on appeal as follows:

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

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

C. Where the Chief's original written charges allege acts of incompetence, all prior discipline for acts of incompetence may be introduced by the Chief or the City so long as adequate records are maintained in accordance with Section 21 below, at the time of the act for which discipline was assessed; and

D. Where the Chief's original written charges allege a violation of any other Civil Service Rule, the Chief and the City may introduce prior discipline for a violation(s) of the same rule within two (2) years immediately preceding the date of said written charges, so long as

adequate records are maintained in accordance with Section 21 below, at the time of the act for which discipline was assessed.

Section 20. The City shall develop records which, to the fullest extent possible, quantify the work done by each officer in each assignment. Such records shall be available by assignment upon specific request of officers appealing disciplinary actions or their representatives.

Section 21. Section 143.056 of the Local Government Code regarding procedures after felony indictment and certain misdemeanor complaints shall be modified to provide:

A. Should the Chief fail to charge the officer with a violation of Civil Service Rules within thirty (30) days following acquittal or dismissal of the criminal charges, the officer shall be reinstated with all back pay and benefits; and

B. 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 the 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 Commission pursuant to this Article.

ARTICLE XXVIII.

Internal Security Interview Procedure

Section 1. Internal Investigations - This procedure shall apply to all non-criminal investigations of misconduct by employees.

A. An interview of the charged employee shall take place at a location designated by the investigating employee, usually at the police facility to which the employee is assigned or the Internal Affairs Office. The employee may bring his supervisor with him to the interview.

B. The employee shall be informed of the rank, name and command of the employee in charge of the investigation, and the identity of all persons present during the interview. If an employee is directed to leave his post and report for interview to another command, the employee's assigned command shall be promptly notified of the employee's whereabouts.

C. The employee under investigation shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the employee of the allegations shall be provided.

D. 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 deemed necessary.

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

F. In all cases where an employee is to be interviewed concerning an alleged act which, if proven, may result in dismissal from the service, the employee under investigation 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 interviewed. An attorney of his own choosing and/or a representative of the Association may be present during the interview but may not participate in the interview except to counsel the employee.

G. If an employee is or maybe likely to be placed under arrest, that is if the employee under investigation is a suspect or the target of a criminal investigation, the employee shall be given his rights pursuant to the Miranda Decision.

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

I. The refusal by an employee to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

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

K. Neither an employee nor a representative of the Chief shall tape record a conversation between an employee and a representative of the Chief without disclosing intent to record prior to the conversation. Possession of a tape recording device within the Internal Affairs Unit, or possession while being interviewed by a representative of the Chief without disclosing its presence at the time of entry into the Internal Affairs Unit or at the time the interview commences outside the Unit shall be prima facie evidence of a violation under this section. Employees violating this section shall be subject to disciplinary action by the Chief.

Nothing in this section is to be construed to limit the authority of the Chief to authorize the wearing of a recording device during the investigation of criminal activity which may include employee involvement.

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

M. The Chief's office shall provide written notice, in a sealed envelope, to the individual officer of the final status of any complaint filed with the Internal Affairs Bureau where the officer in question had to respond in writing to the complaint.

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

Section 2. Chiefs Advisory Action Board (CAAB) as used in this section shall mean the combined Police portion of the Advisory Action Board and the Citizen's portion of the Advisory Action Board.

A. The Police portion of the Chief's Advisory Action Board shall consist of seven (7) members: a Deputy Chief, one Captain; one Lieutenant; one Sergeant; one Detective Investigator; and two Patrol Officers. The members shall be appointed by the Chief. The Chief shall designate either the Deputy Chief or the Captain on the Board to serve as the Chairperson of the Chief's Advisory Action Board. Those members shall serve for one hundred and eighty (180) calendar days.

B. Citizen Advisory Action Board

1. Beginning January 1, 1995, there shall be created a Citizen Advisory Action Board as part of the Chief's Advisory Action Board. This Board shall consist of two members sitting for each Board session. The members to serve at each meeting shall be selected on a rotating basis from a panel of 4 citizens of San Antonio appointed as set forth below. The Chairman shall be entitled to alter the rotating list in order to coordinate the schedules of the participants. The Chairman may approve agendas for matters not involving the use of force, bodily injury, or unlawful search or seizure, in instances where workload for the Board makes it necessary, which do not require the attendance of the citizen Board members. The Chairman shall schedule any complaint for civilian member participation, upon request by the officer or the complainant, if it is reasonably possible to do so based on the work load and availability of civilian members. Notice shall be given to the President of the Association. It is understood and agreed that the civilian members shall, nevertheless, be required to hear the full range of disciplinary cases and controversies presented to the Board, in order to develop an accurate sense of context and fairness.

2. Members of the panel for the Citizen Advisory Action Board shall be selected by the City Council, which shall first nominate and submit to the association a list of not less than 22, or more than 33 individuals for service. The association, or its designated committee, shall have two weeks to strike the list, approving at least 11 individuals. Each party agrees that the selections and the final list shall be representative of the diversity of the community. From the remaining individuals, the City Council shall select the 4 members to serve on the panel. The City Council

may select a new member to replace anyone removed from the panel by selecting from any remaining names on a list previously approved by the association, or by submitting eleven names to the association, which shall have one week to strike the list, approving at least 3 individuals.

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

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

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

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

C. The CAAB shall meet in the Chief's Conference Room, or other designated locations as determined by the Chairperson of the CAAB, in advance, at least twice each calendar month. The Chairperson shall prepare an agenda of cases to be considered, which shall be published forty-eight (48) hours prior to the meeting of the Board. The Chairperson of the CAAB is responsible for notification of all members of the CAAB as to the date and time of each meeting. Notification shall be made forty-eight (48) hours prior to the meeting of the Board.

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

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

F. The Chairperson of the CAAB, on recommendation from any member of the CAAB may elect to hear testimony from complainants or defendants. Attendance to these boards meetings where testimony is requested are entirely voluntary and complainants or defendants may elect to remove themselves at any stage of the questioning by either board without fear of reprisal. The Chairperson of the CAAB shall determine the manner in which all meetings shall be conducted and shall be the determining factor as to the hearing of testimony by any person.

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

H. Any matter which is brought before the CAAB, where a final ruling by the Chief of Police has occurred, the Chief of Police shall direct the Commander of the Internal Affairs Unit to notify the Complainant(s) and accused officer(s) as to the final disposition of the case within 15 business days.

"Right to privacy" shall mean only the right of any accused member of the department to have the allegations, facts, testimony and evidence brought before the Board held in confidence by the members hearing the case, and shall not extend to or include any public information or information imparted to the Board members from public information, or from individuals not officially connected to the Internal Security process. This paragraph shall not impair or effect the right of any person to make a report of facts to the Chief of Police, the District Attorney or the FBI, or to testify under subpoena, the rules of discovery, or order of any court.

Section 3. Review/Sunset Provision

The existence and operation of the Citizen Advisory Action Board set forth in this article shall expire after three years from the date of this agreement unless

- a. the City and the Association shall each evaluate its effectiveness favorably as defined below; or
- b. a neutral arbitrator shall evaluate its effectiveness favorably as defined below.

The City Council or its designated committee, and the Association or its designated committee, shall review the functioning of the Citizen Advisory Action Board, which review may be initiated by either, after 2 years of the functioning of the Board. The assessment shall be completed within 30 days after being initiated by either party. The effectiveness shall be determined by the final determination on the following questions:

1. Has there been any substantial breach of right to privacy by any citizen member of the Board? The significance of this factor is greater than those following, and the arbitrator shall recognize that the purpose this item is not to produce a technical result, but to serve as a strong deterrent against the abuse of the accused officer's rights to privacy.
2. Has any breach of right to privacy been limited to the citizen members, rather than the uniform members?
3. Has the City Council, Civil Service Commission or Chief of Police taken prompt remedial action to correct any release of confidential information, so as to restore confidence in the process?
4. Do the decisions of the citizen members demonstrate fairness based on a reasonable understanding of accepted professional policing standards?
5. Have citizen Board members satisfied the training and ride along requirements of the agreement?
6. Do the decisions of the Board show fairness and consistency?
7. Are the decisions of the Board reasonable and fair to the diverse groups that make up the community?

A substantial breach of the right to privacy shall not include a confidential private discussion with a close family member, or a personal or spiritual advisor provided that there is no further dissemination of the information.

Each party shall make a written determination answering "yes" or "no" to each question. Failure to respond shall be considered an agreed response. Agreed responses (the same answers on a question) shall be a final determination. If the factual determinations are predominantly adverse to the success of the process, each party shall reach a determination as to the remedial action, if any, that would resolve the problem and achieve success. Either party has the option of initiating a reopener of the agreement for this limited purpose, if a remedial proposal is made.

Disputed responses shall be submitted to an arbitrator in accordance with this agreement. The list shall only include individuals with experience in police disciplinary matters. The arbitrator shall evaluate the success and effectiveness of the process, based on the above criteria.

ARTICLE XXIX.

Benefits

Section 1. Active Police Officer Health Benefits

The City shall provide all active Police Officers who are eligible with family medical benefits and shall pay the full cost of said benefits. The minimum benefits provided are those as provided in the Master Contract Document for the City of San Antonio Employees Health Benefit Program dated May 1, 1995 and will be effective January 1, 1996. Provisions and benefits specified in the Master Contract Document shall not be reduced during the life of this agreement; however, the City reserves the right to change carriers or plan administrators at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this agreement, any reasonable determination of what medical service is medically necessary for a particular patient or any reduction in the usual and customary allowable charge will not be construed as a reduction in benefits.

Section 2. Retired Police Officer Health Benefits

A. The City shall also provide all retired Police Officers who are eligible with medical benefits ~~which shall be supplemental to Medicare benefits, once Medicare eligibility begins.~~ A "retired" Police Officer is one who is a member of the bargaining unit, who retired on or after the date of City Council approval of this agreement. The minimum benefits provided prior to Medicare eligibility are those provided in the Master Contract Document for the City of San Antonio Employees Health Benefit Program dated May 1, 1995. Provisions and benefits specified in the Master Contract Document shall not be reduced during the life of this agreement; however, the City reserves the right to change carriers or plan administrators at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this agreement, any reasonable determination of what medical service is medically necessary for a particular patient or any reduction in the usual and customary allowable charge will not be construed as a reduction in benefits:

Police Officers who retired on or after October 1, 1989 through the 30th day after the date of City Council approval of this agreement, and who became eligible for retiree medical benefits under the terms of the prior collective bargaining agreement between the City and the Association shall continue to receive retiree medical benefits in accordance with the prior agreement.

B. The City has established a trust fund for prefunded retiree health benefits, and is willing to increase its contribution levels with the purpose of establishing an actuarially sound retiree health benefit fund, evaluated over thirty years. The parties agree in principle that once an actuarially sound fund is established by current contribution levels, the responsibility for future contributions (made necessary by changes in circumstances, the economy, and the medical care system) is jointly shared by the parties, and shall be quantified and allocated by negotiation in future agreements, as necessary. During this agreement, the City will increase its current

monthly contributions by \$78.00 per employee beginning January 1, 1996 and then by an additional \$39.00 per employee for Fiscal Year 1996-97, and will contribute 8.5% of regular salary and wages in Fiscal Year 1997-98. During Fiscal Year 1997-98, the City will have an actuarial study completed on the fund. The study shall be conducted by Towers Perrin Company, if that firm is still being utilized for actuarial services by the City and the Pension Fund. If the firm is not being utilized (or if the responsible personnel currently handling those matters are not available with that firm) the City may select any other recognized actuarial firm with experience in handling self-funded municipal retiree health benefit programs. The study shall evaluate the amount of monthly contributions necessary to provide benefits under the fund for a minimum of thirty (30) years. The City shall provide such accurate and complete information as the actuary shall require. The assumptions utilized shall be determined by the actuary, provided that any material change in the assumptions shall be preceded by noticed to the City and the Association, and an opportunity for input or conferences prior to completion of the study. The cost of the study shall be borne 1/2 by the City, 1/4 by the Association and 1/4 by the San Antonio Professional Fire Fighters Association. The Association may request additional studies, revised assumptions, or developed scenarios as it may deem necessary from the same firm, by paying for such additional services. In the event that the study shows a higher contribution to be necessary than provided by the terms of this paragraph, the City will increase its contribution during the following budget year to the contribution amount shown to be necessary (based on actuarial computation of the normal cost for current employees, together with the additional amounts necessary to amortize the unfunded contingent liability over a 30 year period), not to exceed however, 9.6% of regular salary and wages.

C. The City and the Association agree that a study process needs to be established in order to evaluate and plan for the design, drafting, administration, and funding of future employee benefits. Each party is willing to participate in that process in connection with future collective bargaining sessions.

D. Either the City or the Association shall be entitled to reopen negotiations in connection with the separate funding and administration of the health benefits trust, after the conclusion of the third year under this agreement, in the event that the benefits applicable to members of the San Antonio Professional Fire Fighters Association have not been modified by a new collective bargaining agreement to substantially equal the benefits and pre-funding provisions under this agreement.

E. Spouses of retired Police Officers shall be eligible to receive the benefits as set forth in the Master Contract Document, until eligible for Medicare. Spouses of retired Police Officers shall pay a portion of the annual health plan to retain coverage at a rate based on the tenure of the Police Officer to whom the spouse was married. Beginning with a Police Officer who served 20 years or less, the spousal rate will be 30% of the health plan premium (the COBRA formula premium as enumerated in Chapter 2 of the Master Contract Document). From 21 years to 30 years of tenure, for each year of tenure above 20, the spousal rate will decrease by 3% of the health plan premium until it is 0% for a spouse of a Police Officer with 30 years of tenure. Once the retired Police Officer becomes eligible for Medicare, the spousal rate will become 0% of the annual health plan premium.

F. Spouses of deceased police officers shall be entitled to benefits provided for spouses of retired police officers, in the event that the deceased officer died in the line of duty, or was eligible for retirement at the time of death. Line of duty shall mean any occurrence wherein the officer was exercising the power and authority of a certified peace officer, whether or not scheduled for duty at the time of death. Spouses of officers not eligible for retirement or acting in the line of duty at the time of death shall be entitled to continue coverage by paying the applicable COBRA formula premium (as enumerated in Chapter 2 of the Master Contract Document), until death or remarriage.

G. Upon retirement, the Police Officer may elect to cover any other eligible dependents (other than spouse) in accordance with the Master Contract Document. The retiree shall pay 100% of the health plan premium (the COBRA formula premium as enumerated in Chapter 2 of the Master Contract Document) for each other eligible dependent.

Section 3. Active and retired Police Officers covered under this Agreement shall be granted the option of entering into or exiting from the flexible benefits program as provided for by the City to substitute for the basic program as outlined in Sections 1 and 2 above. Said option must be exercised by the active or retired Police Officer during the City's re-enrollment period between the dates of October 1 and December 31 of each calendar year.

Section 4. Medical benefits provided for herein as to retirees and their spouses shall be supplemental to Medicare/Medicaid benefits. Once the retiree or spouse is individually eligible for Medicare, each such person is required to apply for, purchase, and maintain Medicare benefits. Upon the death of a retiree police officer who became a police officer on or after October 1, 1988, the plan shall pay the applicable Part B Medicare premium for a surviving spouse until death or remarriage. The Plan Administrator may approve any alternate health care coverage provided by the spouse of a retired or deceased police officer, in lieu of Medicare coverage, to comply with this requirement. The health plan will serve as supplemental coverage as benefits or coverage levels not otherwise provided by Medicare, to the extent permitted by federal law.

Section 5. This agreement, and the Master Contract Document for Health Benefits adopted herein, shall control the available health benefits during the term of this agreement, for active police officers. The supplemental insurance coverage provisions for retired police officers and spouses shall control available health benefits during the term of this agreement for retired police officers and spouses.

Section 6. Health care benefits for active or retired Police Officers shall not be terminated, altered, modified or reduced except by amendments or successors to this Agreement.

Section 7. It is understood and agreed that the provisions of this agreement and the Master Contract Document for Health Benefits have been drafted in substantial and material reliance upon existing provisions of federal and state law concerning employee health benefits. Any change in federal or state law or regulations which changes the obligations of either party, the applicability or extent of Medicare benefits, or materially alters the assumptions underlying the actuarial analysis relied upon in negotiations shall entitle the City or the Association to reopen negotiations concerning health benefits.

ARTICLE XXX.

Supplemental Benefits

Section 1. Parking.

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

Section 2. Other Benefits

Beginning on the effective date of this agreement, the City will pay \$97.50 per month for each employee with dependent(s) and \$65.00 per month for each employee without dependent(s) for dental, optical and prepaid legal benefits under any plan or plans selected by the Association. These amounts paid by the City per employee per month as applicable will be adjusted as follows on the indicated dates:

<u>Date</u>	<u>Employees With Dependents</u>	<u>Employees Without Dependents</u>
October 1, 1995	\$104.50	\$68.00
October 1, 1996	112.50	71.50
October 1, 1997	121.50	75.00

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

The City shall not be required to make more than three separate payments in any pay period. The Association shall only be entitled to change the benefit providers twice during any City fiscal year.

Any benefit plan will provide to each officer a summary of the plans and will provide up-to-date copies of the Plan Documents to the City Human Resources Department, the Association Office, and the Police Department Accounting Office for inspection during normal business hours.

ARTICLE XXXI.

Educational Incentive Pay

Section 1. Educational Incentive Pay shall be provided immediately to employees who qualify for such payment by furnishing documented proof of an Associate's Degree or Bachelor's Degree to the Training Academy. Officers who hold Associate or Bachelors degrees shall receive Educational Incentive Pay. Educational Incentive Pay shall be at the following rates:

A. One-Hundred Fifty dollars (\$150.00) per month for an Associate's Degree.

B. Two Hundred Fifty dollars (\$250.00) per month for a Bachelor's Degree.

Section 2. Law Enforcement Related Courses.

A. Officers graduating from the Academy after August 1, 1987, shall be required to have a minimum of twenty-five (25) college accredited hours before the expiration of one year after the completion of the fifty-two week period following graduation from the academy.

B. Officers graduating from the Academy after January 1, 1989, shall be required to have a minimum of thirty-one (31) college accredited hours before the expiration of one year after the completion of the fifty-two week period following graduation from the Academy. The City shall ensure that, upon entrance to the Academy, each cadet is informed in writing of this requirement, the cadet acknowledges his understanding in writing, and the writing is made a permanent part of his file.

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

Officers shall be entitled to receive reimbursement for tuition, fees, and the price of required text(s) at a college or university for course hours in an accredited degree program in excess of the minimum number of college accredited hours in effect at the time of his having completed thirty (30) week or the fifty-two week period, whichever is applicable, following graduation from the Academy. Reimbursement shall be made in accordance with the following schedule:

<u>Course Grade</u>	<u>Amount of Reimbursement</u>
A	100%
B	75%
C	50%
D or F	0

Such reimbursements for tuition and fees shall not exceed amounts set by Texas state-supported institutions for similar or related courses and shall only be paid at Texas residency rates.

Officers entitled to receive reimbursement for tuition, fees, and the price of required text(s) shall be entitled to said reimbursement from the City of San Antonio, provided they are not otherwise receiving monies for taking courses from other sources, such as the "G.I. Bill", L.E.E.P., or scholarship programs, etc.

ARTICLE XXXII.

Certification Incentive Pay

Beginning October 1, 1996, officers who hold an Intermediate Certificate issued by the Texas Commission on Law Enforcement Officers Standards and Education shall receive Eighty Dollars (\$80.00) per month. Officers who hold an Advanced Certificate or higher issued by the Texas Commission on Law Enforcement Officers Standards and Education shall receive One Hundred and Twenty Dollars (\$120.00) 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.~~

ARTICLE XXXIII.

Psychological and/or Medical Examination

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

ARTICLE XXXIV.

City Protection for Police Officers

The City will defend in or out of court any Police Officer who incurs a charge or lawsuit as a result of the lawful performance of his duties pursuant to the provisions of City guidelines as adopted and approved under City Ordinance No. 62206 dated January 23, 1986, incorporated as Attachment "4", or as otherwise provided by law.

ARTICLE XXXV.

Employee Personnel Systems

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

- (1) To set the amount and type of relief days assigned to each station, including Police Headquarters;
- (2) To set the number of officers assigned to each work station; and
- (3) The actual personnel on a seniority basis assigned to each patrol shift at each police station, including Headquarters;

Additionally, this unit shall:

- (1) Maintain an updated, City-wide file of all officer requests for relief days and work station assignments; and
- (2) Process assignment of relief days, from said office, by seniority of requests on file pursuant to Article XII of this Agreement.

Section 2. In no event shall probationary patrol officers supplant assigned positions or relief days. Probationary officers may only assume the Field Training Officers' or Sergeants' relief days while actually riding with the Field Training Officer and may assume the Sergeant's relief days for the remainder of their initial fifty-two (52) week period.

Section 3. All relief days shall be filled within thirty (30) days.

Section 4. All Patrolmen shall spend five (5) years from the time of graduation from the Academy in the Patrol Division before being eligible for transfer to another department/division, provided, however, that where circumstances warrant, the Chief shall have the discretion to transfer an individual before completion of said five (5) years service to another department or division.

ARTICLE XXXVI.

Miscellaneous Provisions

Section 1. Service Revolver/Badge Upon Retirement.

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

Section 2. Service-Connected Death.

In the event of an officer being killed in the line of duty, over and above the City's life insurance/accidental insurance benefit, the City shall pay funeral expenses of \$5,000 to the officer's beneficiary as designated in the City's life insurance program.

Section 3. Special Assignments.

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

Section 4. Permanent Personnel File.

The City shall be required to maintain a permanent personnel file on each officer, pursuant to the requirements as outlined in House Bill No. 1368 enacted by the 70th Legislature effective September 1, 1987.

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

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

- A. The officer is under indictment or charged by an offense by information; or
- B. The officer is a party in a Civil Service hearing or a case in arbitration; or
- C. The photograph is introduced as evidence in a judicial proceeding.

Section 6. Pay Stub.

The City will utilize payroll check stubs with current data and new slots showing accrued balances of sick leave, bonus days, holidays unused, compensatory time, vacation time, and military leave.

Section 7. Family Assistance Officer.

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

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

The Chief shall have discretion to reimburse any officer, the replacement value (up to a maximum of \$250.00), for any personal item lost, damaged, or stolen (including clothing) as a result of on-duty employment. The Chief's decision in this regard shall be final and is not subject to grievance and/or arbitration.

ARTICLE XXXVII

Civilianization

Section 1.

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

1. Detention
2. Records
3. Court Liaison
4. Data Processing
5. Fleet Management
6. Crime Analysis
7. Facilities Management
8. Accounting and Payroll
9. Police Service Agent Program
10. Report Message Center
11. Fingerprint Classification (by attrition)
12. Communications (by attrition)
13. Research and Planning
14. Municipal Integrity
15. ICE (by attrition for shift differential)

Detectives assigned to the ICE unit at the time of City Council approval of this agreement who also receive shift differential pay will retain the shift differential pay if they are involuntarily reassigned from the ICE unit due to civilianization of the ICE unit.

Civilianization of the Communications unit will be implemented by the City to maintain the status quo as to unit staffing as it existed at the time of City Council approval of this agreement. The Association agrees to dismiss with prejudice Cause No. 92-CI-11196, styled San Antonio Police Officers Association, et al. v. City of San Antonio, et al., in the District Court, 224th Judicial District, Bexar County, Texas

Section 2

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

ARTICLE XXXVIII

Settlement of Pending Suits and Claims

Section 1. For and in consideration of the terms and concessions agreed to by the parties herein, including but not limited to the provisions for civilianization in Article XXXVII, and the provisions on working out of classification in Article XXIII, and in further consideration of the payment of one million dollars as a one time bonus to the members of the Association all as provided in Article XXIII of this agreement, and the position upgrades provided for in the schedule at Attachment 5, the Association and all individual members thereof holding or asserting rights by suit, claim, or grievance do release, abandon, and agree to dismiss with prejudice all such proceedings, arising from or related to the following subject matter;

1. Equipment Claims based upon Article X in the prior agreement;
2. Claims for additional compensation for working out of classification, which shall include pending and future claims, suits or interventions, and specifically includes Cause No. 92-CI-11196, styled San Antonio Police Officers Association, et al. v. City of San Antonio, et al., in the District Court, 224th Judicial District, Bexar County, Texas;
3. Asserted rights to additional funding for the retiree health benefit fund;
4. Parking claims based upon Article XXX in the prior agreement;
5. Any claim based in whole or in part on the use or employment of civilians in the department arising prior to the effective date of this agreement.
6. Any grievances which were filed or could have been filed relating to the matters and controversies encompassed in items 1 through 5.

The Association is acting as the exclusive agent of each member, as to all claims that arose or accrued during the period of prior agreements. The City is acting in reliance upon the exclusive agency of the Association, and the incorporation of any statutory claims under such agreements, as determined in Kierstead vs. City of San Antonio and Aguilar vs. City of San Antonio.

The Association and each of the members asserting such claims do agree to take any and all necessary and appropriate actions to conclude such proceedings, and to execute any release pertaining to same upon request by the City, provided however that this agreement provision shall be independently effective as a full and final release.

Section 2. The City agrees to indemnify the Association for any wages or benefits, for which the City is liable for as an employer, under this agreement, or applicable statutes, as determined by a final and non-appealable decision of any arbitrator, arbitration panel or court, and for attorneys fees allocated to those causes of action. This indemnity does not extend to damages, if any, awarded against the Association for which the City is not liable as an employer, or attorneys fees allocated to those causes of action.

Section 3. The difference between the one million dollar settlement amount, and the amount actually accepted and distributed under Article XXXIX to individual police officers, shall be maintained as a reserve fund, to cover expenditures in payment or settlement of all pending cases

with individual members of the association. In addition, should the amount of such payments or settlements exceed the undistributed amount, the City may reduce the amount of clothing allowance payments in Fiscal Year 1996-97 by an amount not to exceed \$100.00 in that year per police officer, in order to pay or settle such claims. Any such settlement shall be reasonable, based on the law and facts developed in the litigation. The City and the Association shall continue their cooperative efforts to defend and resolve pending cases and any cases filed on the same subject matter basis. In the event that any proposed settlement is not reasonable, in the opinion of the counsel of record for the association in those cases, the association may object to the settlement, and shall be entitled to the presentation of its objections in executive session of the City Council prior to any final approval or payment.

The City will invest the reserve fund amount in its pooled cash and investment system with interest earnings being credited on a pro rata basis. The interest earned will be commensurate with interest earned on all investments of pooled cash.

Section 4. The City and the Association agree that any consent decree or settlement approved by the City, the Association, the San Antonio Hispanic Police Officers Association, and the U.S. District Court in the case styled Captain Alex Torres, et al vs. City of San Antonio Police Department, et al, Number 94-CA-242 in the United States District Court, Western District of Texas may be implemented, as an amendment to this agreement.

ARTICLE XXXIX

Individual Bonuses

Each member police officer accepting the benefits of this agreement personally ratifies the terms and conditions of this agreement, accepts any changes herein, and releases all claims and causes of action against the City arising under the prior agreement and any extension thereof, as recited in the immediately preceding Article entitled "Settlement of Pending Suits and Claims." In addition to the agreement consideration of negotiated changes to wages, standards, and working conditions herein, the City will pay the amount of \$500.00 to each member of the Association that personally accepts and approves this agreement. Each member shall execute the Acceptance and Release form given in Attachment 6 and made a part of this agreement, in order to receive the \$500.00 amount, which is paid as a signing bonus and in settlement of outstanding controversies.

ARTICLE XXXX.

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 XXXXI.

Closing Statements

Section 1. Stability of Agreement.

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees as to such future performance shall continue in full force and effect.

Section 2. Civil Service.

In the event that any provision of this Agreement conflicts or is inconsistent with any provision of Chapter 143 Local Government Code, this Agreement shall prevail, notwithstanding any such provision of Chapter 143 Local Government Code.

Section 3. Full and Final Scope of the Agreement.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Subject to the Maintenance of Standards clause (Article VIII), it is agreed that the City shall not be subject to provide additional wages, compensation, or emoluments of any kind beyond that which is specified in this agreement ; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this Agreement , the compensation or emolument levied against the City shall be waived and disclaimed in 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 this Agreement , legislation may become effective which would negate certain benefits or emoluments.

Section 4. Impasse Procedure.

In the event the City and the Association reach an impasse in collective bargaining negotiations, as such impasse is defined in Vernon's V.A.T.S., Article 5154C-1, the parties shall

abide by the impasse procedure set forth in City Ordinance No. 51838. which ordinance is set forth in Attachment 3 hereto and incorporated herein by reference. This agreement, and the "contract" referred to in the ordinance are one and the same.

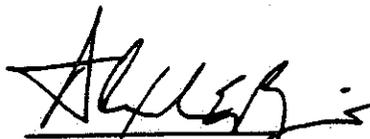
Section 5. No Bypass Agreement.

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

FOR THE CITY OF SAN ANTONIO;

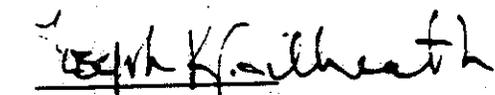

George K. Noe
Chief Negotiator

Date: 6-2-95

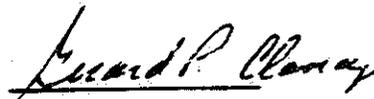

Alexander E. Briseño
City Manager

Date: 6-2-95

FOR THE SAN ANTONIO POLICE OFFICERS ASSOCIATION;


Joseph R. Gilbreath
C.L.E.A.T. General Counsel
Chief Negotiator

Date: 6/9/95


Gerard P. Clancy
President, SAPOA

Date: 6-2-95

ATTACHMENT 1
EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties

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

2. Appointment of Neutral Arbitrator

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

3. Qualifications of Neutral Arbitrator

No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstance likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace the arbitrator or communicate the information to serve promptly.

4. Vacancies

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

5. Date, Time and Place of Hearing

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

6. No Stenographic Record

There shall be no stenographic record of the proceedings.

7. Proceedings

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven days.

8. Posthearing Briefs

There shall be no posthearing briefs.

9. Time of Award

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

10. Form of Award

The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

ATTACHMENT NO. 2

WAGES

A. The following monthly wage scales shall become effective January 1, 1995 (3%):

No.	Title	Range	A	B	C
601	Police Officer (Probationary)	303	1972		
600	Police Officer	307	2270	2732	2889
603	Police Detective Investigator	311	3125		
604	Police Sergeant	315	3590		
605	Police Lieutenant	321	4037		
606	Police Captain	325	4640		
608	*Police Deputy Chief	329	5329		

B. The following monthly wage scales shall become effective October 1, 1995 (3%):

No.	Title	Range	A	B	C
601	Police Officer (Probationary)	303	2032		
600	Police Officer	307	2338	2814	2976
603	Police Detective Investigator	311	3219		
604	Police Sergeant	315	3697		
605	Police Lieutenant	321	4158		
606	Police Captain	325	4779		
608	*Police Deputy Chief	329	5489		

C. The following monthly wage scales shall become effective October 1, 1996 (4%):

No.	Title	Range	A	B	C
601	Police Officer (Probationary)	303	2113		
600	Police Officer	307	2432	2926	3095
603	Police Detective Investigator	311	3348		
604	Police Sergeant	315	3845		
605	Police Lieutenant	321	4324		
606	Police Captain	325	4971		
608	*Police Deputy Chief	329	5709		

D. The following monthly wage scales shall become effective October 1, 1997 (3%):

No.	Title	Range	A	B	C
601	Police Officer (Probationary)	303	2176		
600	Police Officer	307	2505	3014	3188
603	Police Detective Investigator	311	3448		
604	Police Sergeant	315	3960		
605	Police Lieutenant	321	4454		
606	Police Captain	325	5120		
608	*Police Deputy Chief	329	5880		

* Non-Appointed Deputy Chiefs

ATTACHMENT 3

City 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 4. 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 Cockrell
MAYOR

ATTEST: *Thomas J. Rodriguez*
City Clerk

80-10

APPROVED AS TO FORM: *John J. [Signature]*
City Attorney

APPROVED AS TO FUNDS: *Carl L. White*
Director of Finance

ATTACHMENT 4

City Ordinance 62206

FMS:lmc
1/23/86

CS21 AN ORDINANCE 62206

PROVIDING FOR THE INDEMNIFICATION OF CITY OFFICERS AND EMPLOYEES IN CONNECTION WITH LEGAL PROCEEDINGS ARISING FROM THE PERFORMANCE OF THEIR OFFICIAL DUTIES, INCLUDING THE COSTS OF LEGAL DEFENSE; PROVIDING A PROCEDURE FOR THE RETENTION OF COUNSEL WHERE NECESSARY, ESTABLISHING A PROCESS FOR CONTROLLING THE COURSE OF LITIGATION AND MINIMIZING THE COSTS THEREOF.

WHEREAS, the City Charter Section 151 states that "No officer or employee of the City shall be liable for damages for any act committed in the proper discharge of his duties"; and

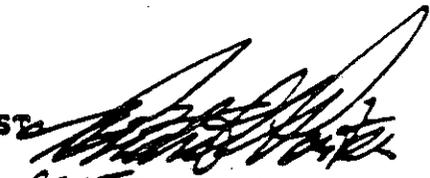
WHEREAS, City of San Antonio officials and employees are subject to litigation and liability for actions taken in the proper discharge of officials duties concerned with governmental and propriety functions; and

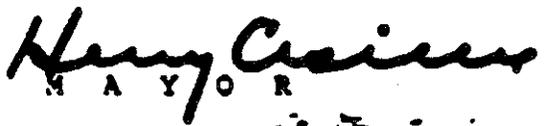
WHEREAS, this City Council wishes to shield officials and employees from the continual concern over possible liability for money damages and the cost of engaging legal council to defend actions undertaken in the course of employment, where those actions and conduct do not violate clearly established statutory or constitutional rights of which a reasonable person would have known, and where their actions and conduct is in the furtherance of a City policy; NOW THEREFORE:

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

The City of San Antonio hereby adopts the attached policy statement governing indemnification of employees and officers for damages payable by virtue of a final judgment or settlement of tort litigation and reimbursement for legal fees and costs.

PASSED AND APPROVED this 23rd day of January, 1986.

ATTEST 
CITY CLERK


MAYOR

86-04

APPROVED AS TO FORM: 
CITY ATTORNEY

PUBLIC OFFICIAL'S AND EMPLOYEE'S INDEMNIFICATION
FOR TORT LIABILITY AND LEGAL DEFENSE

I. Policy Statement

- A. The City will indemnify its employees for legal defense fees, expenses and costs, and damages payable by virtue of a final judgment or settlement arising from conduct or actions of the employee while within the course and scope of his/her employment and which actions were taken or performed in an objective and subjective good faith effort to perform the employees' duties according to
- (1) law
 - (2) the policies and regulations lawfully imposed by the City, and
 - (3) any lawful supervisory directives given to the employee, PROVIDED that:
 - (a) the terms of any settlement are subject to the approval of the City;
 - (b) any employee shall be entitled to retain their own counsel at their own expense.
- B. The City will indemnify its employees for legal defense expenses and costs associated with defense of any criminal action filed against an officer or employee arising from conduct or actions of the employee while in the course and scope of his/her employment (but not for the alleged criminal aspect of the conduct) which actions were taken or performed in an objective and subjective good faith effort to perform the employee's duties according to:
- (1) law;
 - (2) the policies and regulations lawfully imposed by the City;
 - (3) any lawful supervisory directives given to the employee.

The City shall not thereby incur any liability arising from criminal prosecution and conviction.

II. Responsibility

A. Representation - City

- (1) The City has the right and duty to provide legal representation through either the City Attorney, or in its discretion through the selection of

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outside legal counsel, to any individual (as defined) sued in connection with any claim for damages or other civil action arising out of the course of scope of employment, provided that such individual is entitled to indemnification as herein set forth.

- (2) The City shall approve or reject Counsel selected by the Defendant officer or employee in any criminal matter, but shall endeavor to approve the selection of the Defendant if the selection is reasonable.

B. Representation - Employee

- (1) Employees must comply in all respects with this policy in order to mature any rights to indemnity or defense expenses.
- (2) An employee may have his or her own counsel assist in the defense at the sole expense of the individual.
- (3) Employees shall cooperate fully with the City in preparation and presentation of the case, failure to do so shall waive such individual's right to representation and indemnity.

C. Indemnification - City

- (1) The City shall provide indemnification to an officer or employee found liable for the payment of any claim or damages, EXCLUDING PUNITIVE DAMAGES.
- (2) Whether the acts were done in good faith and within the course and scope of employment, shall be determined by the City, and such determination shall be final for the purposes of initial representation and indemnity; if, however, representation and indemnity have been denied by the City but upon a trial of the merits it is determined that the individual was acting in good faith and within the scope of employment, indemnification shall be granted and reasonable legal expenses incurred in the defense of the claim reimbursed.
- (3) The City shall not be liable for any settlement of any claim or suit effected without its consent.
- (4) The City reserves the right to assert any defense and make any settlement it deems expedient.

- (5) For any suit or claim arising under the Texas Tort Claims Act, the indemnity provided shall be limited to the statutory limits applicable to the City provided in said act.

III. Definitions

- A. Individual - the term as used in this policy is defined as all elected and appointed officials, employees, and volunteers including Firemen and Policemen of the City of San Antonio.
- B. Indemnification - providing security against damages, and exemption from incurred liabilities.

IV. Procedures

- A. When any employee of the City is served with process in an action, he or she shall request representation. The request shall be forwarded by the employee's department head to the City Attorney and the Risk Manager, simultaneously, and no later than the second day after service is made. Forwarding of the request does not relieve the employee of any duty or effect of the proceeding, and no right to representation at the City's expense shall mature, nor shall any attorney-client relationship be established until the appropriate determination has been made and the employee is notified of such determination.
- B. With the advice of the City Attorney, Risk Management shall determine whether or not to initially grant indemnity under this policy and shall ascertain whether to permit outside counsel for the employee. The City Attorney shall advise the Risk Manager if a conflict or potential conflict exists. If a conflict exists (being such a juxtaposition of interests, claims, defenses, or issues between the City or its employees, which under known or probable facts, would cause an ethical violation in the event of dual representation by a single attorney), Risk Management shall authorize the use of outside counsel and will either (1) designate counsel for the employee, or (2) approve the choice of the employee, if any. Risk Management will promptly notify the employee and furnish directly to the designated or approved counsel a copy of the City's three-party attorney-client fee contract. The employee does not have to utilize an attorney designated by Risk Management, but in utilizing his or her own attorney assumes the obligation to pay all costs, fees and expenses in the litigation.

If only a potential conflict exists, the City Attorney will so advise Risk Management. The Risk Manager shall make a determination in writing for the City as to whether or not the City will waive the conflict and

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agree to accept any litigation risk resulting from dual representation of the employee and the City by the City Attorney's Office. The Risk Manager shall determine to either (1) allow the employee to choose between outside counsel and the City Attorney's Office or (b) to deny approval of outside counsel.

Where time does not allow the completion of the conflict resolution process set forth in the foregoing paragraph, the Risk Manager will authorize the employee to contact the designated counsel to timely file an answer or to meet other procedural deadlines. The City will not pay legal expenses for any attorney not designated or approved for such purpose, but nevertheless selected by the employee. Upon being notified of the Risk Manager's decision for the City on a potential conflict, the City Attorney shall notify the employee by written communication and reveal the potential conflicts in such a manner as to allow the employee a full opportunity to accept representation by the City Attorney or seek representation by outside counsel. If the City has determined not to pay the cost of outside counsel, the employee shall be so informed, but shall further be informed that they should nevertheless utilize outside counsel should they decide that their legal interest require it. Should the employee elect to utilize an attorney or their own selection, he or she assumes the obligation to pay all costs, fees and expenses of the litigation. The City will pay an amount not to exceed \$75 for the employee to consult with an attorney of his or her choice on the necessity or advisability of separate representation. If the employee elects to accept dual representation by the City Attorney, he or she will sign and return for the file the original attorney-client disclosure letter signifying the client's understanding of the potential conflicts and his or her waiver thereof, and representation by the City Attorney will then begin.

- C. Where initial representation has been denied, no legally enforceable claim to indemnity or to defense expenses shall arise until after expiration of 45 days from the date of final judgement or final approval of settlement.

ATTACHMENT 5

Position Upgrade Schedule

Unit	Position Number	Action
Intelligence	17-01-03 0052	Upgrade to Detective
Intelligence	17-10-04 0095	Pay Higher Classification
Traffic Investigation Unit	17-04-04 0006	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0007	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0009	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0005	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0003	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0008	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0002	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0004	Upgrade to Detective
Narcotics	17-05-06 0006	Pay Higher Classification
Narcotics	17-05-06 0007	Pay Higher Classification
Narcotics	17-05-06 0008	Pay Higher Classification
Narcotics	17-05-06 0009	Pay Higher Classification
Homicide	17-05-02 0052	Upgrade to Detective
Homicide	17-05-02 0053	Upgrade to Detective
Homicide	17-05-02 0054	Upgrade to Detective
Homicide	17-05-02 0038	Upgrade to Detective
Youth Services	17-05-13 0005	Upgrade to Detective
Youth Services	17-05-13 0008	Upgrade to Detective
Youth Services	17-05-13 0006	Upgrade to Detective
Youth Services	17-05-13 0009	Upgrade to Detective
Youth Services	17-05-13 0029	Upgrade to Detective
Youth Services	17-05-13 0007	Upgrade to Detective
Youth Services	17-05-13 0004	Upgrade to Detective

CITY OF SAN ANTONIO

Interdepartmental Correspondence Sheet

TO: Skip Noe, Director of Management Services

FROM: Capt. Tyrone Powers, Commander of Fiscal Management

COPIES: File

SUBJECT: S.A.P.D. Contract

DATE: December 7, 1994

In reference to the side agreement made between myself and Jerry Clancy, President of the SAPOA. At our original meeting we discussed the positions within the Department currently held by patrol officers and which ones we felt should be held by Detective Investigators. It was my opinion that the positions currently in Intelligence (2), Traffic Investigations (8) and Narcotics (4) were positions that performed duties relating to Investigative work. Jerry Clancy went through this same list and in addition to these positions he selected Homicide (5) Youth Services (7), Crime Prevention (6) and Asset Seizure (1). This came to a total of 34 positions. After much discussion we came to the compromise listed below.

Intelligence - 2 Patrolmen positions - 1 positions which is currently vacant will be changed and upgraded to a Detective position. The other patrolman's position will remain but this person will be paid as a Detective so long as he remains in this position. This is a grant funded position. When and if he transfer/retires his position will be upgraded to a Detective position.

Traffic Investigation Unit - The eight (8) positions in this unit will be changed to Detective positions. This should be done as soon as possible after the contract is signed preferably in January or February. A transition period will be necessary to train new Detectives. The cost of sending the Detectives to school for the necessary training to replace the trained patrolmen would be \$26,824.

Narcotics - The four (4) positions currently held in this unit by patrolmen are in an undercover capacity and it is our decision to pay them the higher classification pay. This will continue for some time and we agreed to make an exception in the contract to cover officers who are assigned to outside agencies and to long term undercover assignments within the Department.

Homicide - There are currently five (5) patrolmen in the homicide unit. Under our agreement four (4) of these positions would be upgraded to Detective positions while the remaining position would be grandfathered so long as the person holding that position was still

there. If that person were to leave then we would fill that position with a Detective or a civilian. The position to be grandfathered is the Evidence Officer.

Youth Services - These seven (7) positions currently held by patrolmen are classified as Missing Persons Officers (6) and Intake officer (1). These seven (7) positions will be changed to Detectives.

In addition to this, one other position was grandfathered. This position was the position held by a patrolman in the Asset Seizure unit. In addition to this Jerry Clancy agreed that light duty positions would not be susceptible to higher classification pay if the person was temporarily placed in one of these units

Unit	Position	Intention
Intelligence	17-01-03 0052	Upgrade to Detective
Intelligence	17-10-04 0095	Pay Higher Classification
Traffic Investigation Unit	17-04-04 0006	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0007	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0009	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0005	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0003	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0008	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0002	Upgrade to Detective
Traffic Investigation Unit	17-04-04 0004	Upgrade to Detective
Narcotics	17-05-06 0006	Pay Higher Classification
Narcotics	17-05-06 0007	Pay Higher Classification
Narcotics	17-05-06 0008	Pay Higher Classification
Narcotics	17-05-06 0009	Pay Higher Classification
Homicide	17-05-02 0052	Upgrade to Detective
Homicide	17-05-02 0053	Upgrade to Detective
Homicide	17-05-02 0054	Upgrade to Detective
Homicide	17-05-02 0038	Upgrade to Detective
Youth Services	17-05-13 0005	Upgrade to Detective
Youth Services	17-05-13 0008	Upgrade to Detective
Youth Services	17-05-13 0006	Upgrade to Detective
Youth Services	17-05-13 0009	Upgrade to Detective
Youth Services	17-05-13 0029	Upgrade to Detective
Youth Services	17-05-13 0007	Upgrade to Detective
Youth Services	17-05-13 0004	Upgrade to Detective

It is our intention that on ratification of the Contract, we will upgrade 20 patrol officers positions to Detective Investigators and begin training the appropriate Detectives in the jobs necessary to replace these patrol officers as soon as possible. We are aware that, in some of the positions, this action may take up to one year to replace all of the incumbent officers. In addition to this we will begin as soon as possible (within the first pay cycle) to pay the four (4) patrol officers assigned to Narcotics and the one (1) patrol officer assigned to Intelligence higher classification pay as defined by Civil Service law.

ATTACHMENT 6

Acceptance and Release Form

RELEASE AGREEMENT

THIS IS A RELEASE of any and all claims owned or possessed by the undersigned, arising under the period of the former Collective Bargaining Agreement by and between the CITY OF SAN ANTONIO and the SAN ANTONIO POLICE OFFICER'S ASSOCIATION, in accordance with Article XXXVIII and XXXIX of the new Collective Bargaining Agreement ("CBA") dated _____, 1995.

The Undersigned Police Officer agrees:

1. That he/she has accepted the individual bonus provided for under the CBA in consideration for this release.

2. That no assignment of any claim or right has been made.

3. That this release is a full and final release of all claims for compensation covered by Article XXXVIII, arising during the period when the former CBA was in effect, whether same would be based on the contract alone, or rule, policy, statute, or other basis.

4. That the undersigned has read the applicable provisions of the new agreement, and has fully informed him or her self of the legal issues relevant to this release, and intends hereby to release all claims for compensation or payment in accordance with the terms of the new CBA, for and in exchange for the individual bonus payment, and the other considerations set forth in the new Agreement.

Witnessed by:

