

AJP:lmc
10/6/88

AN ORDINANCE **68062**

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION PERTAINING TO WORKING CONDITIONS AND COMPENSATION FOR THE PERIOD OCTOBER 1, 1988 THROUGH SEPTEMBER 30, 1992; SAID AGREEMENT HAVING BEEN REACHED THROUGH THE COLLECTIVE BARGAINING PROCESS PURSUANT TO THE FIRE AND POLICE EMPLOYEE RELATIONS ACT; AND PROVIDING FOR CERTAIN MONETARY ADJUSTMENTS IN CONNECTION THEREWITH.

* * * * *

WHEREAS, the City and the San Antonio Police Officers' Association, pursuant to the Fire and Police Employee Relations Act, have negotiated a new Collective Bargaining Agreement pertaining to compensation and working conditions for police officers for the period of October 1, 1988 through September 30, 1992; and

WHEREAS, authorization is now required for the City Manager to execute said Agreement on behalf of the City; NOW THEREFORE:

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

SECTION 1. The City Manager is authorized to execute an agreement with the San Antonio Police Officers Association governing compensation and working conditions for sworn police officers in the Police Department for the period commencing October 1, 1988 through September 30, 1992. A copy of the Agreement is set out in Attachment A.

SECTION 2. The City Manager, through the Director of Budget and Research is authorized to distribute the necessary funds in the estimated amount of \$1.3 million dollars from General Fund Non Departmental Account No. 80-02-30, Index No. 415893 to the individual Departments as needed upon ratification and execution of said contract by all the concerned parties.

PASSED AND APPROVED this 6th day of OCTOBER, 1988.

ATTEST: *Anna S. Rodriguez*
CITY CLERK

Henry Cisneros
MAYOR

APPROVED AS TO FORM: *Tom Stanley*
CITY ATTORNEY

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF SAN ANTONIO, TEXAS
AND
THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION

October 1, 1988 through September 30, 1992

ATTACHMENT A

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ATTACHMENTS

- Attachment A - Expedited Labor Arbitration Rules
- Attachment 2 - Wages
- Attachment 3 - An Ordinance (Impasse Procedure)
- Attachment 4 - An Ordinance (Indemnification)

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, 1988, and shall remain in full force and effect until the 30th day of September, 1992, or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided, however, that in no event shall this Agreement continue in effect after September 30, 2002.

ARTICLE II.

Definitions

- A. "City" means the City of San Antonio.
- B. "Association" means the San Antonio Police Officers' Association.
- C. "Executive Board" means those six (6) members of the Association who are elected, or appointed to fill the offices of President, Vice President,

Secretary, Treasurer, Parliamentarian, and Sergeant-at-Arms of the Association.

- D. **"Board of Directors"** means those members of the Association who are duly elected, or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined above, and in no event shall 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 deduction 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. Effective beginning October 1, 1988, and thereafter on each successive October 1st, the City shall deduct sixty (60) minutes from each officer's credited vacation time and credit the total minutes to a pool for use by the Association in legislative and political activities, except that should any officer so notify the Department Accounting Office prior to October 1st of any applicable year that no deduction shall be made from his credited vacation time. Such notice shall be in writing and the Accounting Office shall send a copy of it to the Association within thirty (30) days. Should any officer willingly and voluntarily give or provide additional minutes of credited leave time to the pool, he may do so in a writing which is delivered to the Accounting Office, who then will furnish a copy to the Association within thirty (30) days. The Accounting Office shall provide the Association with a statement as to the leave balance in this pool every sixty (60) days. -

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.

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 may charge a reasonable administrative fee for such deduction.

I. The amount of dues or assessments shall be the amount set forth in the letter of 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. In compliance with the Constitution and By-Laws of the Association, the City has been notified that the Board of Directors of the Association has approved the doubling of monthly dues of its membership for one month, to provide an amount equal to one month's dues as a death benefit for Association members killed in the line of duty. The Association informed its membership, by mail, of its intent in this regard and that if 200 of its members requested an election on the issue by submission of a 5x8 report to the President of the Association, an election would be held. The City has been informed that only two (2) members of the Association requested such an election.

Therefore, the parties have agreed that whenever an employee is killed in the line of duty the City will automatically deduct twice the amount of dues from each Association member's payroll during the month immediately following the employee's death. As in the case of 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 officer who makes a written request for such reimbursement to the President of the Association. Any officer not a member of the Association or any officer who requests reimbursement shall not be eligible for the benefits provided in this Section of this Agreement.

Section 3. Time Off for Association Business.

A. The Executive Board shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. The Association's negotiating team, not to exceed six (6) members, shall be permitted to meet with the Association President or to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled "Dog Watch" 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 San Antonio whom he represents. In addition, he will participate as the duly-elected representative of those men and women of the Association in any discussion that may affect the quality of worklife, health, and well-being of any Association member. It is understood that the President of the Association shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. When the term of the President 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. Discussions 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, and rules and regulations; 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 chosen 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 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.

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. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Committee. The Labor Relations Committee shall consist of four (4) members who shall serve for 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 at a time mutually agreeable to both parties and at such other times as mutually agreeable to both parties. The Chairmanship of the Committee shall rotate monthly; and, there shall be a written agenda of matters to be discussed. The Committee shall make its recommendations in writing to the Chief with copies to the Association and the City Manager or his designated representative. The Chief shall thereafter respond to the Committee's recommendations in writing within ten (10) working days from receipt thereof. A copy of the response will be sent to the Association and to the City Manager or his designated representative. An extension to Chief's response of an additional ten (10) working days shall be granted by the Committee upon request of the Chief. No matter within the jurisdiction of the Committee shall be discussed by the Association at a higher administrative level until it has been discussed by the Committee.

ARTICLE X.

Safety and Equipment

Section 1. General.

The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, radios, and other essential equipment in sound working condition to ensure a safe workplace and for each officer to maximize his potential in support of 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 police officers are in safe condition and shall maintain a preventive maintenance program for police vehicles. The Chief shall assign a supervisor to the vehicle maintenance shop for the purpose of inspecting the safety of police vehicles. If, in the discretion of an employee, an assigned vehicle is not in safe condition, said employee shall notify the supervisor assigned to the vehicle maintenance shop that the vehicle is not in a safe condition. The supervisor assigned to the vehicle maintenance shop shall make the decision as to the safety of the police vehicle. In the event that the supervisor assigned to the vehicle maintenance shop deems the police vehicle to be in a safe condition, and the employee disagrees with the supervisor's decision, said employee may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the employee's protest in writing.

Vehicles assigned to officers shall be subject to an exhaustive checkup, including a thorough diagnostic evaluation of all parts critical to the safety of the vehicle's

operation, at least once at 30,000 miles. After the checkup and before returning the vehicle to use, the supervisor assigned to the Vehicle Maintenance Shop must recommend in writing the continuation of its use or its repair or replacement, and send a copy to the appropriate division commander. The division commander will forward a copy down the chain of command to the station Lieutenant. Vehicles having 50,000 miles on their odometers must be retired from the Patrol and/or Traffic Divisions. It shall be the responsibility of the assigned officer to notify the supervisor of the Vehicle Maintenance Shop, in writing, requesting the appropriate action be taken at the 30,000 and 40,000 mile intervals. They may be used by the Department in other divisions, provided that the same are mechanically sound and safe to operate and have been repainted.

Section 3. Take-Home Cars.

A. 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 October 1 to November 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 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 the filing of a grievance based upon the equal pay standards of Chapter 143 Local Government Code or any provision of this Agreement.

B. Beginning October 1, 1988, officers responsible for yeoman duty shall no longer receive roll call compensation. Such officers shall report to and end their shifts thirty (30) minutes prior to other personnel in their unit.

Section 4. Take-Home Car Pilot Program.

During the fiscal year 1988/89, the Chief will implement a pilot program, under the direction of the Research and Planning Division, lasting for the duration of this Agreement, wherein uniformed officers may take home marked cars. The program shall utilize existing vehicles and shall consist of a minimum of fifty (50) vehicles, new or low mileage vehicles, within the Department. "Low mileage" shall be less than 5,000 miles on the odometer. Such vehicles shall be assigned to officers residing in a designated geographic area of the City, in order that a meaningful evaluation can be made as to the effect of providing such vehicles. The program shall be in all respects sufficient to enable the City to continue an effective cost-benefit analysis in terms of the welfare and benefit to the citizens of San Antonio and their guests. This study will be conducted to determine (among other things) the number of additional vehicles necessary to effectuate the purposes of the program in years two (2), three (3), and four (4), so that an effective evaluation of the pilot program can be made. Upon completion of each

segment of the program, recommendations will be made to the Chief concerning the program's effect and usefulness to the citizens of San Antonio. Thereafter, the Chief shall consider such recommendations in making any determinations as to the assignment of vehicles to officers for take home purposes.

Section 5. Four-Day Work Week.

At any time during the term of this Agreement, the Chief will call an election(s) among officers assigned to a unit with a four-day work week in CID for the purpose of that unit's voting on whether or not they wish to continue the current schedule or have available to them a car/car allowance option. In the event the election(s) results in the majority of the officers in that unit voting for the car/car allowance program, the Chief may eliminate the four (4) day work week in that unit of CID, as provided in Article XIII, Section 3, by offering to each officer then assigned to such four-day work week an option of a take-home vehicle or a car allowance, in the amount of \$300.00 per month. Each officer, at his option, may choose the monthly car allowance or the take-home vehicle. This option shall be applicable to positions within Burglary, Theft, Homicide, Robbery, and Night Utility Detective Units. Within thirty (30) days of the election adopting the car/car allowance program or upon thirty (30) days of an officer's entry into one of the affected units, he must opt for a car or he will receive the allowance. Once an officer has opted for the car allowance, he shall not be eligible to exercise the option for a take-home vehicle, except at the Chief's discretion. Once an officer leaves his assignment within these units, he shall no longer be eligible for the options contained herein. Failure of any of the affected units to elect this option will result in this Section of this Agreement being void in relation to that unit.

Section 6. Radios.

Beginning October 1, 1989, the City will cause to be issued to each Officer one hand-held police radio. A charger will be issued if necessary. These radios will be replaced in accordance with existing 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 Officer to whom the radio is issued, the Officer 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 the purposes of this Section, based upon its depreciated value calculated at a rate of 15% per year.

Section 7. Bullet-Proof Vests.

The City shall provide to all officers a bullet-proof vest with a minimum standard of Threat Level II. Such vests shall meet the highest levels of specifications as determined by a joint Department and Association Committee, who will recommend to the Chief a brand(s) of vest which meets the established minimum standards. 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 proper request through the chain of command to the Division Commander, or at any time when obvious damage to the vest requires replacement. One free fitting per year will be provided by the City. Additional fittings will be paid for by the officer.

Section 8. Car Wash.

The City agrees to keep one (1) automatic car wash and vacuum system in good working order at all police substations, and Headquarters, with the sole exception being the Northside Substation, until a car wash is built therefor, which shall occur during the

life of this Agreement. They shall be available on a twenty-four (24) hour basis and have no more than a forty-eight (48) hour down-time for maintenance and repairs. In the event that the car wash is inoperable, an officer may be reimbursed up to a maximum of \$8.00 per wash and \$1.50 per vacuum in any one twenty-four (24) hour period.

Section 9. Patrol Car Cages.

As to vehicles placed in service after October 1, 1988, the City shall install a cage in each marked vehicle. Additionally, the City agrees to provide cages for all newly-purchased vehicles as they are brought on-line. This Section shall not apply to Uniformed Patrol cars assigned to Detectives, Sergeants, and Lieutenants.

Section 10. Shotguns and Racks.

In fiscal year 1989-90, the City agrees to install one shotgun rack and shotgun in each marked vehicle. All new vehicles put in service will contain such apparatus. Such racks will be standardized by make of vehicle and replaced or modified as vehicle models and makes change.

Section 11. Mobile Digital Terminal's (M.D.T.'s)

The City agrees to provide one (1) on-board computer system, i.e., (Mobile Digital Terminal) for each marked vehicle, including fleet additions, no later than the expiration of this Agreement.

Section 12. Equipment Advisory Committee.

A. The Chief shall establish a committee(s) in conjunction with the Association for the purpose of reviewing specifications, testing, and making recommendations to the Chief as to the purchase of all police-related equipment. The committee shall have an equal number of appointments from the Association and the

Chief, and one (1) appointment that is mutually agreed upon. The committee shall have a Chairman of at least the rank of Sergeant or above and consist of members who will actually use the equipment on a regular basis. 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 officer loses and/or damages equipment assigned to him, 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 officer is responsible for such loss 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 be subject to grievance and arbitration as provided for herein.

Section 13. Standardized Installation of Equipment.

The City agrees that during the life of this Agreement it will standardize the location of all equipment in all marked vehicles purchased after the date of this Agreement, i.e., all communication equipment, spotlights, shotgun racks, toggle switches, sirens, and MDT's will be installed in an identical manner in the same make vehicles.

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 that 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 - Effective October 1, 1988, 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

Comission, 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 late 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 or 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.

Beginning after January 1, 1989, 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	<u>40%</u>
	100%
1 point for each year of service up to a maximum of 10 points	<u>10</u>

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	<u>96</u>
Assessment Center	Board Score (Consensus)
In-Basket Exercise	89
Leaderless Discussion	93
Structured Interview	83
Problem Solving	<u>87</u>

TOTAL 352

Assessment Center Score 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 Personnel 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 must file a cost bond in the minimum amount of the 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 part 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 their 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 platoon or bureau 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 platoon or bureau to another, there shall be no bumping of a less senior officer out of relief days or vacation days to which the less senior officer has been assigned. However, when prime relief days become open, the incoming officer may, after serving in the platoon or bureau for six (6) months, then exercise his seniority in bidding for the prime time. Vacation shall be handled in the same manner in that no officer shall be denied vacation already scheduled; but, during the next round of vacation assignments, the senior officer chooses before the junior officer. In the event of a simultaneous transfer, i.e., one officer is moved out at the same time another officer is moved in, the incoming officer is not entitled to assume the relief days and vacation days of the outgoing officer, even though his seniority is greater than other officers in the platoon or bureau; otherwise, the incoming officer is placed in 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, Dog Watch, and Power Uniformed Patrol Shifts.

This Section applies only to those officers holding the rank of Patrolman or Detective Investigator assigned to the Day, Evening, Dog Watch, or Power 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, Dog Watch, or Power 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 three 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 four 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, from the Uniformed Foot and/or Court Patrol shifts, 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 four 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 four shifts covered by this Article to any position outside of those four 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 "5x8" 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, Dog Watch, or Power 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 7:30 a.m. to 3:30 p.m., with 30 minutes off for lunch and two 15 minute coffee breaks.
- B. The Patrol Evening Shift shall work from 3:30 p.m. to 11:30 p.m., with 30 minutes off for lunch and two 15 minute coffee breaks.
- C. The Patrol Dog Watch Shift shall work from 11:30 p.m. to 7:30 a.m., with 30 minutes off for lunch and two 15 minute coffee breaks.
- D. The Patrol Power Shift shall work from 5:15 p.m. to 3:15 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 "5x8" 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

The provisions of this Section of this Article shall become null and void if the results of the election(s) contemplated in Section 5 of Article X are to adopt a car/car allowance option.

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.

Off-Duty Employment

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.

Section 2. Use of Off-Duty Personnel, City-Owned Facilities.

A. Beginning no later than April 1, 1989, the City shall utilize only off-duty, sworn employees for the purposes of providing security, crowd control, and other police-related activities at all City facilities.

For the purposes of this Section, City facilities shall include all City owned, and/or City operated, and/or City leased properties and/or facilities.

B. The office of the Chief of Police shall have the responsibility of staffing all City facilities with off-duty 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 an off-duty City facility special order for the purposes of 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. All officers assigned to work will do so at their normal time and one-half

(1-1/2) overtime rate in accordance with the rank of the officer working such assignment.

C. The City shall establish an office under the Chief staffed with a minimum in rank of one Sergeant, support personnel, and office equipment necessary for handling requests of all sworn employees to work overtime at City facilities. Such office shall be located in the Convention Center Banquet Hall complex.

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

Section 3. Fiesta.

Effective October 1, 1988, 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 and minimize the use of on-duty personnel. Fiesta activities and events will be those that fall during the official calendar days of Fiesta as established by the City. Easter Sunday will not be covered under this Section but rather is covered under Article XX, Holidays, Section 1.

Section 4. Grand Prix.

Effective October 1, 1988, the City agrees to pay officers who work Grand Prix events and related activities in an off-duty capacity at double their regular rate of pay.

Section 5. Overtime Payment - Fiesta Events/Grand Prix.

The City agrees to pay officers for all Fiesta and Grand Prix related overtime within fifteen (15) days of receiving the appropriate request from the officer. The officer shall within five (5) working days from the last day of the event activities submit

the appropriate request for overtime/compensatory time to the Police Accounting Office.

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 this grievance procedure.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

Section 3. Steps.

A grievance within the scope of this procedure as defined in Section 1 above shall be handled as follows:

- Step 1. Any employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.
- Step 2. If the grievance is not resolved at Step 1, the employee shall submit the grievance, in writing, to his intermediate supervisor within five (5) working days. The grievance shall be submitted on a form to be provided by the City and shall include (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly

been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature. The intermediate supervisor shall respond to the employee's grievance and shall render a decision, in writing, within five (5) working days.

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

Step 4. If the grievance is not resolved at Step 3, the Association shall determine if a grievance exists. Said determination shall be made by an association grievance committee. The Chief shall appoint one (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 Personnel or his designated representative within five (5) business days from the decision at Step 5.

The Personnel 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 Personnel 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 Personnel 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 Personnel 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. Effective October 1, 1988, 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 \$120 per month differential pay.

B. Effective October 1, 1989, 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 \$170 per month differential pay.

C. Effective October 1, 1990, 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 \$250 per month differential pay.

D. Effective October 1, 1991, 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.

E. Each officer working an applicable shift for one half 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.

Effective beginning October 1, 1990, 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.

Beginning October 1, 1988, 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. 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.

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 purposes 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

Section 1. Each officer shall receive a clothing allowance of \$500 per year, payable quarterly (on the payday of the first full pay period ending in January, April, July, and October of each year) at \$125 per quarter. In addition, each new officer shall receive an initial clothing allowance of \$245.

Section 2. Beginning October 1, 1989, 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. In the event an employee works on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day (beginning 1989), New Year's Day, or Easter Sunday, said employee shall be compensated at triple time and one-half for all hours worked within that twenty-four (24) hour period. Holiday pay shall, at the option of the officer, be compensated in pay or compensatory time, or any combination thereof, at triple time and one-half. All hours worked over the regular assigned shift on that day by an officer shall be compensated at the triple-time-and-one-half rate (in pay or in compensatory time, at the officer's discretion).

Section 2. For purposes of this Article, holiday pay shall be for all hours or segments thereof actually worked on each specified holiday between 0001 hours to 2400 hours (24-hour period) of the designated holiday.

Section 3. The Police 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.

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 contract 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 Bureau 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.

Beginning October 1, 1988, each officer may accumulate 480 hours of compensatory time.

Section 6. Holiday Leave Accrual.

Beginning October 1, 1989, 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 contract shall lose any holidays, vacation, or compensatory time he accumulated during the duration of this contract that exceeds the maximum permitted accrual amount allowed by this Agreement, unless, after being given written 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.

On January 1, 1989, the City shall deduct one and one-half (1.5) sick days from every participating officer to establish a sick leave pool.

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.

Any officer currently a member of the bargaining unit and having completed the initial fifty-two weeks of employment after graduation from the Academy who desires not to participate in the sick leave pool must personally notify the Accounting Bureau in writing not less than ten (10) days prior to January 1, 1989. The Accounting Bureau shall

include a copy of this report in the officer's file, and forward a copy to the Chief's office for inclusion in the permanent "201" and a copy to the Association within thirty (30) days of denial to participate. Officers opting not to participate will not, under any circumstances, be allowed to enter the pool at any later date. 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 fifty-two (52) week 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.

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.

<u>Deputy Chief:</u>	<u>1 Chairman</u>	<u>2 Members</u>
<u>Captain:</u>	<u>1 Chairman</u>	<u>4 Members</u>
<u>Lieutenant:</u>	<u>1 Chairman</u>	<u>6 Members</u>
<u>Sergeant:</u>	<u>1 Chairman</u>	<u>8 Members</u>
<u>Detective:</u>	<u>1 Chairman</u>	<u>8 Members</u>
<u>Patrolman:</u>	<u>1 Chairman</u>	<u>8 Members</u>

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.

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 11. 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.

Reopener

Section 1. During calendar year 1989, the parties must meet, confer, and bargain in good faith over provisions in this Agreement relating to seniority, employee wellness (including limited duty assignments), alternative promotion procedures other than Assessment Centers, and other non-economic issues relating thereto. With regard to employee wellness (including limited duty assignments), the negotiations will seek agreement requiring drug testing, physical and mental fitness, medical and psychological examinations, rehabilitation programs, and the policies and procedures necessary to

implement the same. It is understood that anything agreed to herein shall be subject to ratification by a majority vote of the Association members.

Section 2. During calendar year 1990, the parties must meet, confer, and bargain in good faith for the exclusive purpose of rewriting language contained in this Agreement, in an effort to clarify said language, if needed, and effectively represent the intent of the parties hereto. It is understood that anything agreed to herein shall be subject to ratification by a majority vote of the Association members.

Section 3. The impasse procedure set forth in Attachment "3" hereto and incorporated herein by reference in Section 4 of Article XXXVII shall not apply to this Article or any negotiations pursuant thereto.

ARTICLE XXIV.

Initial Probationary Period

Section 1. Prior to becoming a police officer (probationary), Class 601, an employee is a Police Cadet (civilian) and is not in the bargaining unit. Upon completing the requirements of Police Cadet the employee becomes a Police Officer (Probationary) and shall serve a thirty (30) week probationary period.

Section 2. Upon a police officer's successful completion of the thirty (30) week probationary period, the officer shall be entitled to enrollment in the Firemen's and Police Officer's Pension Fund.

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 period 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 contract rights.

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. Beginning on or before April 1, 1989, the Chief shall establish a 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.

Beginning on or before April 1, 1989, 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.

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 Personnel 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 Personnel Director, within ten (10) calendar days after receipt of said written statement, or, if alternate service is had as provided herein, within ten (10) calendar days from service upon the Association.

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 contract. Upon receiving an appeal from the employee, the Personnel 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 Personnel Director (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) days after the appeal is filed, the Director shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one of the seven (7) neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) working days after receipt of the list, and the remaining name shall be the arbitrator.

All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.

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 Personnel Director shall issue the subpoena in the name of the Arbitrator and such issuance shall be considered the act of the arbitrator. If the subpoena is opposed, the moving party shall apply to the arbitrator for issuance of the subpoena.

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 contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

Section 11. Unless otherwise provided in this contract, 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 Contract, shall be filed with the Director of Personnel 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 Contract, in cases of conflict, the provisions of this Contract 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 Contract, the Chief shall have authority to temporarily suspend an employee for a period of not less than thirty (30) nor more than ninety (90) 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 Contract with respect to disciplinary proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided by the Contract.

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 ten (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 Services 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. Advisory Action Board.

A. There shall be created an Advisory Action Board consisting of seven (7) members. These members shall consist of a Deputy Chief, who shall act as Chairman of the Board; one Captain; one Lieutenant; one Sergeant; one Detective Investigator; and two Patrol Officers. The members shall be appointed by the Chief. Those members occupying the positions of Deputy Chief, Captain, and Lieutenant shall serve for a one (1) year period. The positions occupied by the Sergeant, Detective Investigator, and Patrol Officer classifications shall serve for three (3) calendar months. The appointment of the members serving three-month offices shall be made in a staggered fashion from all shifts on a rotating basis.

B. The Board shall meet at the Chief's Conference Room, or other designated locations as agreed upon by the Board in advance, at least twice each calendar month. The Chairman of the Board shall prepare an agenda of cases to be considered, which shall be published forty-eight (48) hours prior to the meeting of the Board.

C. The recommendations of the Board on each case considered shall be forwarded to the Chief. Such recommendations are advisory only and are not binding on the Chief.

D. The Chairman shall be responsible for the maintenance of the confidentiality of all files submitted for the Board's review.

Section 2. An interview of the charged officer shall take place at a location designated by the investigating officer, usually at the police facility to which the officer is assigned or the Internal Affairs Office. The officer may bring his supervisor with him to the interview.

Section 3. The employee shall be informed of the rank, name and command of the Officer in charge of the investigation, and the identity of all persons present during the interrogation. If an employee is directed to leave his post and report for interrogation to another command, his command shall be promptly notified of his whereabouts.

Section 4. The employee shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the employee of the allegations shall be provided.

Section 5. The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

Section 6. 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 officer from informing the employee that

this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

Section 7. In all cases where an employee is to be interviewed concerning an alleged act which, if proven, may result in his dismissal from the service, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association before being interrogated. An attorney of his own choosing and/or a representative of the Association may be present during the interrogation but may not participate in the interrogation except to counsel the employee.

Section 8. If an employee is under arrest or is likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.

Section 9. The employee shall be given an exact copy of any written statement he may execute.

Section 10. The refusal by an employee to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

Section 11. 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 Police Department but shall be available for review by the employee or his designated representative in the event the interview may result in disciplinary action, or a grievance.

Section 12. Neither an employee nor a representative of the Chief shall tape record a conversation between an employee and representative of the Chief without disclosing his intent to record prior to the conversation.

Section 13. A polygraph examination may be required of a police officer 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 officer must agree to submit to an examination. 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 officer.

Section 14. 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.

ARTICLE XXIX.

Insurance

Section 1. The City shall provide all officers who qualify and who are in the bargaining unit with family medical insurance and shall pay the full cost of said insurance. The benefits provided are to the minimum specifications as were provided pursuant to the Agreement between the City of San Antonio and the San Antonio Police Officers Association dated October 1, 1981, through September 30, 1983. Insurance specifications shall not be reduced during the life of this contract, however, the City reserves the right to change carriers at its discretion.

Section 2. Officers and future retirees covered by this Agreement shall be granted the option of entering into or exiting from the flexible benefit insurance program as provided for by the City to substitute for the basic program as outlined in Section 1, above. Said option must be exercised by the respective officer or retiree between the dates of January 1 and January 31 of each calendar year.

Section 3. The insurance carrier chosen by the City to administer the plan or plans as specified herein may implement a utilization review program to include pre-admission certification, continued stay review, second surgical opinion, out-patient, and discharge planning procedures. Claims must be submitted within one (1) year from the date of accident, injury, or illness. Treatment for alcoholism will be limited to one (1) detoxification only.

Section 4.

A. Beginning October 1, 1989, medical benefits as are provided employees of the Department elsewhere in this Article shall be provided retirees. "Retirees" are those officers who are members of the bargaining unit and retire on or after October 1, 1989, and their spouse, if elected. It is understood that medical benefits provided for herein shall be integrated with Medicare/Medicaid benefits to which an officer would otherwise be eligible. The City's contribution for these benefits shall be at least \$117.00 per month per officer. These benefits shall not be available to any officer until he has contributed an amount equal to \$3,000.00, minus \$50.00 per month of service subsequent to October 1, 1989.

B. Upon retirement the officer may elect to cover any other lawful dependents (other than spouse) at 100% of the then current cost of retiree dependent medical benefits at actual claims cost.

ARTICLE XXX.

Supplemental Benefits

Section 1. Parking Reimbursement.

The City shall reimburse employees for parking expenses at the rate of \$10.00 per month. this \$10.00 per month will be paid quarterly with the clothing allowance provided in Article XIX and will reflect reimbursement for parking. This section shall be null and void effective October 1, 1989.

Section 2. Parking.

Beginning October 1, 1989, the Chief will implement a new parking plan which provides 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 3. Dental Benefit Plan.

Beginning October 1, 1988, the City will pay \$15.00 per month for each employee without dependent(s) and \$33.00 per month for each employee with dependent(s) for coverage under Plan III of the C.L.E.A.T. Benefit Plan and Trust, which plan includes dental coverage. Beginning January 1, 1989, the City will pay \$17.00 per month for each employee without dependent(s) and \$37.00 per month for each employee with

dependent(s) for coverage under Plan III of the C.L.E.A.T. Benefit Plan and Trust., which plan includes dental coverage.

Beginning July 1, 1990, within thirty (30) days written notice of any increase in premiums from the Trustees of the C.L.E.A.T. Benefit Plan and Trust, the City will pay up to a maximum of \$20.00 per month for each employee and \$42.00 per month for each employee and dependent(s) for coverage under said trust. Should the notice of increased premiums exceed the maximum payout by the City, any sum over and above the premium for an employee and or an employee and dependent(s) shall be deducted from each affected employee's paycheck, unless the affected employee notifies the City Finance Department that he wishes to cancel coverage. Should any employee cancel coverage, he shall not be entitled to any benefits or payments in lieu thereof under this section. Premium payments to the Trust shall be paid before the first day of each month of coverage.

Section 4. Optical Plan.

Beginning October 1, 1988, the City will pay \$5.30 per month for each officer without dependent(s) and \$15.00 per month for each officer with dependent(s) for coverage under the C.L.E.A.T. Benefit Plan and Trust Optical Plan I. Beginning July 1, 1989, the City will pay up to a maximum of \$7.00 per month for each officer without dependent(s) and \$17.50 per month for each officer with dependent(s) for coverage under the C.L.E.A.T. Benefit Plan and Trust Optical Plan I. In order to obtain the increased amounts as specified, notice from the Trustees of increased premiums shall be provided the City by C.L.E.A.T.

Section 5. Prepaid Legal Insurance.

Beginning October 1, 1988, the City will pay \$30.00 per month for each officer with or without dependent(s) for coverage under the C.L.E.A.T. Benefit Plan and Trust Prepaid Legal Plan I. It is understood, however, that no officer may utilize the benefits of the prepaid legal plan provided for here 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. Beginning July 1, 1989, the City will pay up to a maximum of \$38.00 per month for each officer with or without dependent(s) for coverage under the C.L.E.A.T. Benefit Plan and Trust Prepaid Legal Plan I. In order to obtain the increased amount as specified, notice from the Trustees of increased premiums shall be provided the City by C.L.E.A.T.

Section 6. Trust Instruments.

The C.L.E.A.T. Benefit Plan and Trust will provide to each officer a summary of the plans and will provide up-to-date copies of the Trust Instruments to the City Personnel Department, the Association Office, and the Police Department Accounting Office for inspection during normal business hours.

ARTICLE XXXI.

Educational Incentive Pay

Section 1. Effective October 1, 1988, 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 Bureau. Officers who hold Associate or Bachelors degrees shall receive Educational Incentive Pay. Educational Incentive Pay shall be at the following rates:

A. Twenty dollars (\$20.00) per month for an Associate's Degree, which rate shall be increased to \$150 per month as of October 1, 1989.

B. Forty dollars (\$40.00) per month for a Bachelor's Degree, which rate shall be increased to \$250 per month as of October 1, 1989.

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 (52) 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

Section 1. Officers who hold an Intermediate Certificate issued by the Texas Commission on Law Enforcement Officers Standards and Education shall receive Twenty Dollars (\$20.00) per month. Officers who hold an Advanced Certificate issued by the Texas Commission on Law Enforcement Officers Standards and Education shall receive Forty Dollars (\$40.00) 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.

Section 2. Beginning October 1, 1990, the provisions of Section 1, above, shall become null and void and officers shall no longer receive certification incentive pay for the holding of Intermediate or Advanced Certificates in lieu of Article XVI, Section 4 Longevity.

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. On or before April 1, 1989, 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, to have the unit functional and on-line by April 1, 1989. 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.

Effective October 1, 1988, each officer who retires from the force shall be given his service revolver 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.

Beginning April 1, 1989, 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.

Beginning no later than January 1, 1989, 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, up to a maximum of \$250.00, for any personal item lost, damaged, or stolen 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.

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 XXXVIII.

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 contract; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this Contract, the compensation or emolument levied against the City shall be waived and disclaimed in toto. It is additionally agreed that, except as specifically modified by this Agreement, benefits and emoluments provided police officers by State legislation shall remain in effect throughout the term of the Agreement, notwithstanding the fact

that during the life of the Contract, legislation may become effective which would negate certain benefits or emoluments.

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.

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:

Ben F. Foster, Jr.
Chief Negotiator

Louis J. Fox
City Manager

Date: _____

Date: _____

FOR THE SAN ANTONIO POLICE OFFICERS ASSOCIATION

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

Harold W. Flammia
President, SAPOA

Date: _____

Date: _____

ATTACHMENT 1

EXPEDITED LABOR ARBITRATION RULES

1. **Agreement of Parties** - These Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.
2. **Appointment of Neutral Arbitrator** - As agreed to in the basic contract.
3. **Initiation of Expedited Arbitration Proceeding** - Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
4. **Qualifications of Neutral Arbitrator** - No person shall serve as neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator of communicate the information to the parties.
5. **Vacancy** - The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.
6. **Time and Place of Hearing** - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. **Representation by Counsel** - Any party may be presented at the hearing by counsel or other representative.
8. **Attendance at Hearing** - Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses. The arbitrator shall determine whether any other person may attend the hearing.
9. **Adjournments** - Hearings shall be adjourned by the arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. **Oaths** - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The arbitrator may require witnesses to testify under oath.
11. **No Stenographic Record** - There shall be no stenographic record of the proceedings.
12. **Proceedings** - The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing within five (5) days.

13. **Arbitration in the Absence of a Party** - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
14. **Evidence** - The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. **Evidence by Affidavit and Filing of Documents** - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.
16. **Close of Hearings** - The arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
17. **Waiver of Rules** - Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
18. **Serving of Notices** - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these Rules.
19. **Time of Award** - The Award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five (5) business days from the date of the closing of the hearing.
20. **Form of Award** - The Award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
21. **Delivery of Award to Parties** - Parties shall accept as legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law.
22. **Expenses** - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. **Interpretation and Application of Rules** - The arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. All other Rules shall be interpreted and applied by the AAA, as administrator.

ATTACHMENT NO. 2

WAGES

A. The following monthly wage scales shall become effective October 1, 1988 :

<u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1741		
600	Police Officer	307	2004	2411	2550
603	Police Detective-Investigator	311	2758		
604	Police Sergeant	315	3168		
605	Police Lieutenant	321	3563		
606	Police Captain	325	4095		
608	* Police Deputy Chief	329	4704		

B. The following monthly wage scales shall become effective October 1, 1992 (10%):

601	Police Officer (Probationary)	303	1915		
600	Police Officer	307	2204	2652	2805
603	Police Detective-Investigator	311	3034		
604	Police Sergeant	315	3485		
605	Police Lieutenant	321	3919		
606	Police Captain	325	4505		
608	* Police Deputy Chief	329	5174		

* Non-Appointed Deputy Chiefs

ATTACHMENT 3

AN ORDINANCE

ESTABLISHING A BINDING IMPASSE PROCEDURE IN THE EVENT AN IMPASSE IS REACHED DURING THE COLLECTIVE BARAGINING 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 Firefighter 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 teh 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 service 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, 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 peace 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 function 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 _____ day of _____, 1986.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM: _____
City Attorney

APPROVED AS TO FUNDS: _____
Director of Finance

ATTACHMENT "4"

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:

MAYOR

CITY CLERK

APPROVED AS TO FORM: _____

CITY ATTORNEY