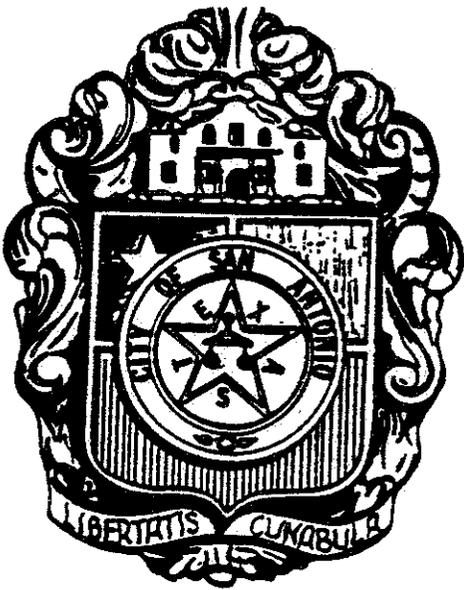


1986-1988





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**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

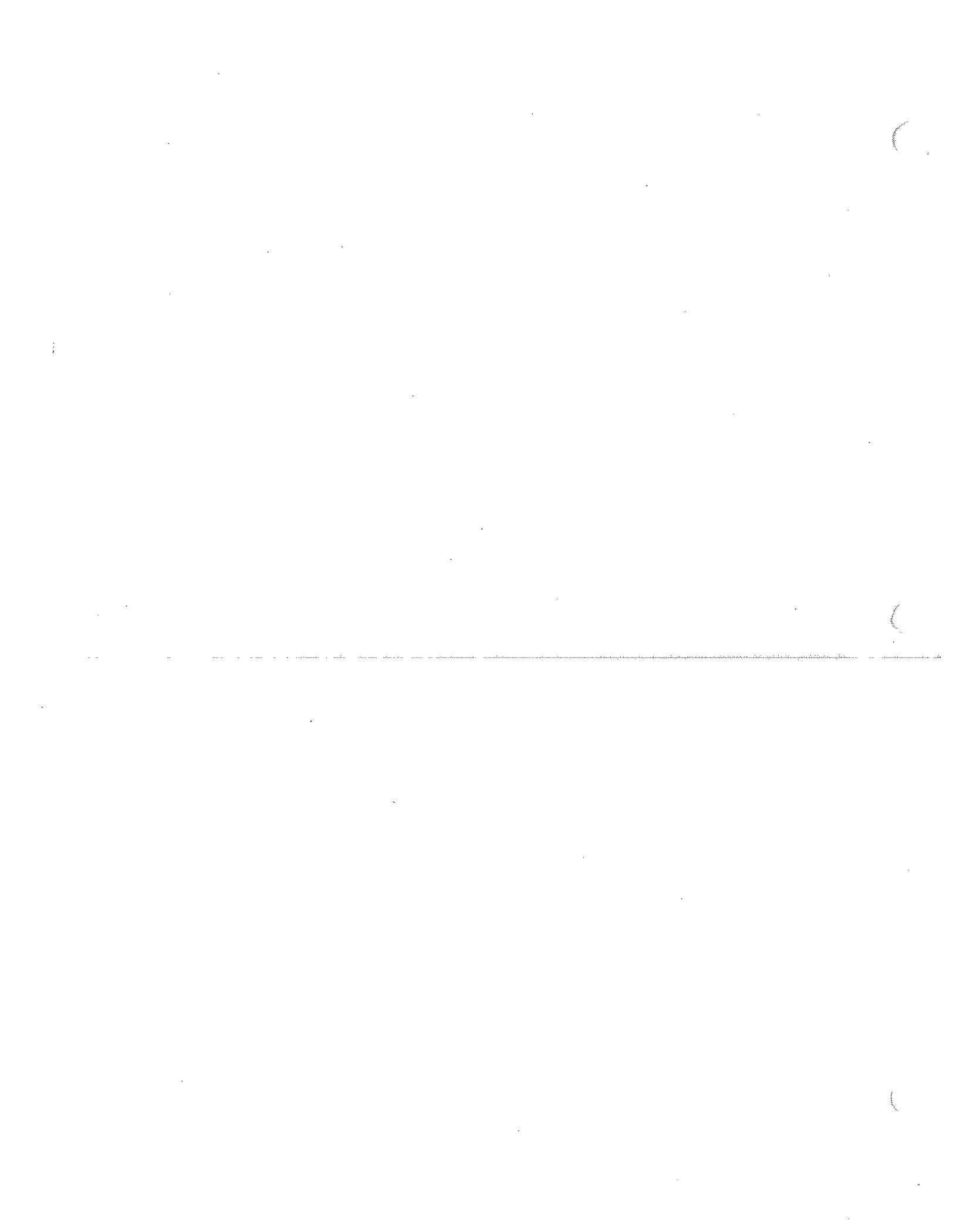
**THE CITY OF SAN ANTONIO, TEXAS**

**AND**

**THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION**

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October 1, 1986 through September 30, 1988



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## PREAMBLE

The following Agreement by and between the City of San Antonio, Texas, hereinafter referred to as the City, and the San Antonio Police Officers' Association, hereinafter referred to as the Association is recorded, in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Police Officers. Therefore, this Agreement is intended to be in all respects in the public interest.

## **ARTICLE I.**

### Duration

This Agreement shall be effective as of the 1st day of October, 1986, and shall remain in full force and effect until the 30th day of September, 1988, or until such time as it is superseded by a new contract between the parties, whichever occurs later.

## **ARTICLE II.**

### Definitions

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

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

- D. **"Board of Directors"** means those members of the Association who are duly elected, or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined above, and in no event shall 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. Dues Checkoff.**

A. The City shall check off monthly Association/POLPAC dues from each individual member who has voluntarily authorized Association dues deductions. The letter requesting Association dues checkoff shall be signed by the President of the Association.

B. The City shall check off monthly CLEAT dues from each individual member who has voluntarily authorized CLEAT dues deductions. The letter requesting CLEAT dues checkoff shall be signed by both the President of CLEAT and the President of the Association.

C. The City shall notify the Association and/or CLEAT in writing of any member who revokes his authorization for dues deduction including POLPAC within thirty (30) days from the revocation of the deduction.

D. The City shall deduct special assessments upon written request of the Association signed by the President and Secretary of the Association, provided that the provisions of Section G below are complied with.

E. 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 G below. The City may charge a reasonable administrative fee for such deduction.

F. 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.

G. The City shall not be obligated to check off dues or deduct any sum provided 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.

H. 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.

### **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 attend negotiating sessions with City representatives, where such sessions are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled "Dog Watch" shift immediately preceding such negotiating sessions.

C. 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.

#### **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 three (3) minutes. Prior to speaking at such roll calls, the Association representative shall notify the shift supervisor that he intends to speak. Discussions by Association representatives shall pertain only to the recreation and social affairs of the Association; Association meetings; Association elections; reports 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. 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 40-hour block per officer, annually, which shall not be subject to this Article. Beginning January 1, 1988, one forty-hour block of in-service training shall be provided annually to each officer by the City.

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 Article 1269(m).

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.

**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.**

##### **Vehicles**

**Section 1.** 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.

**Section 2.** The City shall provide to officers occupying the rank of Captain 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. 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 Captain. Assignment by the Chief of a vehicle to another officer below the rank of Captain shall not be grounds for the filing of a grievance based upon the equal pay standards of 1269(m) or any provision of this Agreement.

## **ARTICLE XI.**

### **Promotions**

**Section 1. Study Materials.** 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 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.

The annual posting, and promotion requirements shall not apply to testing procedures commenced before the date this Agreement is signed.

**Section 2. Promotion to Detective Investigator and Sergeant.** Promotional examination for the classifications of Detective Investigator and Sergeant shall consist of one part as follows:

**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 passing score. In the event that written examination scores are the same, the ranking of those shall be done on the basis of seniority in rank, longevity in the Department, and time of registration for the exam. Matters relative to construction of the test which are appealable to the Commission pursuant to Article 1269(m) V.A.C.S. shall continue to be appealable and the decision of the Commission shall be final.

**Section 3. Promotion to Lieutenant, Captain and Deputy Chief.** Promotional examination for the classifications of Lieutenant, Captain, and Deputy Chief shall consist of two (2) parts as follows:

A. **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 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 passing score. In the event that written examination scores are the same, the ranking of those shall be done on the basis of seniority in rank, longevity in the Department, and time of registration for the exam. Matters relative to construction of the test which are appealable to the Commission pursuant to Article 1269(m) V.A.C.S. shall continue to be appealable and the decision of the Commission shall be final. Only the highest 20% of all test participants with passing scores or the highest 20 passing participants, whichever is greater, shall be allowed to continue on to the next phase of the examination process, the Assessment Center Examination.

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

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

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. Prior to the Assessment Center Examination, all candidates will be given the opportunity to attend a classroom orientation period concerning the assessment center process. All Assessment Center Board members shall also receive an orientation in preparation for administration of the exam. The Assessment Center Examination will include exercises related to the duties and responsibilities of the job classification in question and shall include as a minimum an in-basket exercise, a leaderless group discussion, and a structured interview. Feedback shall be provided in writing to each candidate in a "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.

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

Written Exam Score	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 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. 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	 <u>88</u>
 Overall Exam Score	
Written (96 x .6 =)	57.6
Assessment Center (88 x .4 =)	35.2
Seniority Points	<u>10.0</u>
TOTAL	102.8

**Section 4. Promotion to Assistant Chief.** The City shall have the right to create the rank of Assistant Chief which shall be one rank immediately above the rank of Deputy Chief and one rank immediately below the Chief in the chain of command. The City shall have the right to establish no more than two (2) positions within the rank of Assistant Chief. Positions within the rank of Assistant Chief shall be filled by the Chief at his sole discretion, provided that the employee promoted is a classified, uniformed member of the San Antonio Police Department with a minimum of five (5) years longevity in the Department. Persons holding this rank shall be subject to overall City

policies and regulations and while holding this rank shall not be subject to the provisions of Article 1269(m), V.A.C.S. or any of the provisions of this Agreement.

Any person holding the rank of Assistant 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 holding 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 Article 1269(m) and this Agreement as if he had served in that rank on a continuous basis throughout his tenure as Assistant Chief. A person holding the rank of Assistant 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.

Nothing in this Section shall be construed to require the City to create the rank or to establish and fill the maximum number of positions authorized herein. Nothing, further, in this Section 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.

## 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 to one of the four shifts from the 6-2 patrol shift 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.

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.

Effective October 1, 1986, 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 \$60.00 per month differential pay.

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 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.

**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 greivance. C.I.D. employees subject to the 10-hour, four-day work week shall include, but not be limited to, the following:

Burglary

Theft

Homicide

Robbery

Night Utility Detectives

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

#### **ARTICLE XIV.**

##### **Off-Duty Employment**

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.

## 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 Article 1269(m), V.A.C.S. are not subject to this procedure but are covered in Article XXVI 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(E), 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.

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## ARTICLE XVI.

### Wages

**Section 1.** 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 five (5) years of commissioned service, the officer is moved to Step C of the pay schedule.

**Section 2.** Where an employee is eligible for more than one rate of pay, he shall receive only one of those rates at a time, though it shall be the higher rate.

## 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 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. The time is set at 10:00 a.m. to 11:00 a.m. Officers placed on stand-by shall be compensated as follows:

- A. Stand-by, off-duty and regular work or relief day is one hour compensation at time and one-half.
- B. Stand-by, off-duty on vacation 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.

#### **ARTICLE XIX.**

##### **Clothing Allowance**

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.

#### **ARTICLE XX.**

##### **Holidays**

**Section 1.** In the event an employee works on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, or Easter Sunday, said employee shall be compensated at triple time and one-half allocated as follows: (a) one day's pay at straight time; (b) one day off to be taken as compensatory time; (c) one-half day to be paid in compensatory time or cash at the discretion of the Officer at the straight-time rate, and (d) one day off to be taken as one accumulated holiday or one day of compensatory time, at the employee's option. 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, a day shall consist of the number of hours an employee is regularly scheduled to work on each day (i.e., 8 hours or 10 hours, dependent upon the employee's shift/division assignment).

**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.

**ARTICLE XXII.**

**Miscellaneous Leave Provisions**

**Section 1.** 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.** A police officer who leaves the classified service for any reason shall receive a lump-sum payment in the full amount of his salary for the period of his accumulated vacation time, provided that such payment 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 vacation leave.

**Section 3.** In October of 1987, and in each October thereafter, 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. 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.** Effective beginning April 1, 1987, 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. Vacation days, holidays, and/or compensatory time usage that has not been scheduled by the supervisor in advance 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.

**Section 5.** Effective October 1, 1986, each officer may accumulate 180 hours of compensatory time. Beginning October 1, 1987, each officer may accumulate 280 hours of compensatory time. Beginning January 1, 1988, each officer may accumulate 380 hours of compensatory time.

**Section 6.** 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.

### ARTICLE XXIII.

#### Reopener

Any time after May 1, 1987, and before September 30, 1987, upon the request of either party, the parties shall meet, confer, and bargain in good faith over provisions in this Agreement relating to seniority, employee wellness, limited duty, and other non-economic issues relating thereto. With regard to employee wellness, 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 foregoing. The impasse procedure set forth in Attachment "3" hereto and incorporated herein by reference in Section 4 of Article XXXIV 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. All employees in classes starting after February 1, 1987, shall, upon completion of the requirements of Police Cadet, become police officers (probationary) and shall serve a fifty-two (52) week probationary period. The parties recognize that the probationary period contemplated by Section 7(b) of Article 6243(f), V.A.C.S., (or its successor), has been thirty (30) weeks. Thirty (30) weeks shall continue to be the probationary period required for membership in the pension system notwithstanding the provisions of this Article. Likewise, the incremental pay raises will continue to be awarded in accordance with previous time increments, notwithstanding the provisions of this Article. (See Article XVI)

**Section 2.** The thirty (30) week or fifty-two (52) week initial probationary period, whichever is applicable, shall consist of time spent by the officer in the performance of "service" for the City. Thus, periods in excess of fifteen (15) working days spent on leaves, vacations, suspensions, and/or other such absences during which the probationary 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 thirty (30) week or fifty-two (52) week probationary period herein specified.

**Section 3.** During the fifty-two (52) week initial probationary period, the probationary officer will be assigned to performing actual police patrol duties and shall

not be eligible for any other special assignment during the term of his probationary period.

**Section 4.** The Chief of Police shall establish a Field Training Officer (FTO) program subject to this Agreement. That program will define the duties and responsibilities of FTO's, the method of selecting FTO's, the qualifications of FTO's, and distribution of FTO's. Probationary officers will ride with FTO's. Service as an FTO shall be voluntary.

#### **ARTICLE XXV.**

##### **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 XXVI.**

### **Disciplinary Actions**

**Section 1.** The Chief shall have authority to demote, temporarily suspend not to exceed thirty (30) calendar days, or indefinitely suspend 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 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 Article 1269(m). Appeal from demotion, suspension or indefinite suspension shall be decided either by one arbitrator, selected according to this contract or by the Commission, at the option of the officer. 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.

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.

**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 Article 1269(m) V.A.C.S., and the Commission Rules, with respect to suspensions, terminations, and demotions, with the sole exception of the power to amend such rules.

**Section 12.** Any notice or statement required to be filed by the Chief of Police or the employee in a disciplinary proceeding under Article 1269(m), 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 Article 1269(m) V.A.C.S.

**Section 14.** With respect to indefinite suspension, temporary suspensions and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Article 1269(m) 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 Article 1269(m) Commission Rules, and

American Arbitration Association Rules; and Article 1269(m) and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association Rules.

**Section 16.** An initial probationary employee may be discharged or disciplined, at the discretion of the Chief, without appeal to arbitration, to the Commission, or to any Court, at any time during the thirty (30) week or fifty-two (52) week (whichever is applicable) probationary period.

**Section 17.** 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 18.** 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 19.** Officers suspended up to a maximum of five (5) 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 Article 1269(m) 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 20.** 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 21.** 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.

#### **ARTICLE XXVI.**

##### **Internal Security Interview Procedure**

**Section 1.** The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise.

**Section 2.** The interview 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. 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.** 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.

## **ARTICLE XXVII.**

### **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.** Employees covered by this Agreement shall be granted the option of entering the flexible benefit program to substitute for the basic program. Once an employee elects to enter this program, he may not return to the basic program in effect at this time.

## **ARTICLE XXVIII.**

### **Supplemental Benefits**

**Section 1.** The City shall reimburse employees for parking expenses at the rate of \$10.00 per month. This \$10 per month will be paid quarterly with the clothing allowance provided in Article XIX and will reflect reimbursement for parking. The City shall use its best efforts to obtain or create parking spaces in the vicinity of the Police Department Headquarters which may be leased by police officers on a monthly basis on a "first come, first served basis". Such spaces shall be rented at the prevailing monthly rate for parking in the area, such rate shall at a minimum cover the cost to the City for lease of such spaces. Payment for such leased spaces shall be on a payroll deduction basis. The City may lease spaces on the employee carpool lot to officers for reasonable monthly charge during the hours outside the normal carpool lot operations. The City ~~retains the authority to implement reasonable and necessary rules and procedures for~~ implementation of this benefit.

**Section 2.** Beginning July 1, 1987, 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. Plan III includes employees and family dental insurance coverage, accidental death and dismemberment insurance for the employee and family, a blood insurance plan that covers the employee and family and an income protection plan for the employee in the event of accident, injury, or illness.

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

Beginning July 1, 1988, 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 \$18.00 per month for each employee and \$39.00 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.

#### **ARTICLE XXIX.**

##### **Certification/Educational Incentive Pay**

**Section 1.** Educational Incentive Pay and Certification Pay shall be provided to employees who qualify for such payment prior to the beginning of each fiscal year (October 1 through September 30). Officers who qualify after the first day of the fiscal year shall not receive payment under this Article during that fiscal year but shall be entitled to payment during the immediately subsequent fiscal year.

**Section 2.** 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 3.** 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.
- B. Forty dollars (\$40.00) per month for a Bachelor's Degree.

### **ARTICLE XXX.**

#### **Law Enforcement Related Courses**

Prior to the completion of one year of service after probation, an officer shall be required to have a minimum of twenty-five (25) college accredited hours. Officers who fail to complete the above requirement shall not be allowed to move into the "Class B" police officer pay status until the requirement is 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. This article shall apply to all police officers graduating from the San Antonio Police Department's training bureau after August 1, 1987. Officers who have all the college accredited hours required by this section shall not be required to meet the additional standards outlined above.

Effective with the first summer session of 1987, 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 twenty-five (25) undergraduate hours 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.

**ARTICLE XXXI.**

**Psychological Examination**

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

**ARTICLE XXXII.**

**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 XXXIII.**

**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 XXXIV.**

##### **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 Article 1269(m), V.A.T.S., this Agreement shall prevail, notwithstanding any such provision of Article 1269(m).

**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,

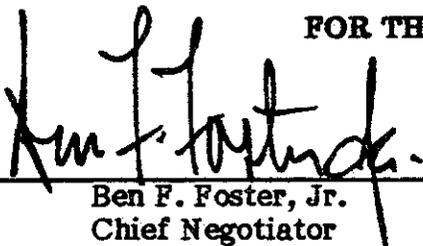
whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Subject to the Maintenance of Standards clause (Article VIII), it is agreed that the employee shall not be subject to provide additional wages, compensation, or emoluments 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:

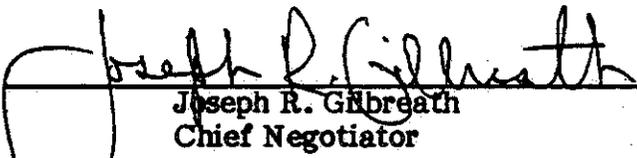
  
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Ben F. Foster, Jr.  
Chief Negotiator

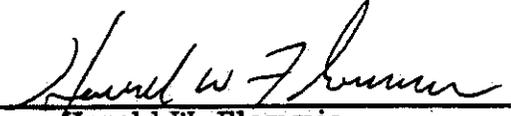
  
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Louis J. Fox  
City Manager

Date: 2/27/87

Date: 2/27/87

FOR THE SAN ANTONIO POLICE OFFICERS ASSOCIATION

  
\_\_\_\_\_  
Joseph R. Gmbrecht  
Chief Negotiator

  
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Harold W. Flammia  
President, SAPOA

Date: 3/2/87

Date: 3/2/87

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## 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 or communicate the information to the parties.
5. **Vacancy** - The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.
6. **Time and Place of Hearing** - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. **Representation by Counsel** - Any party may be presented at the hearing by counsel or other representative.
8. **Attendance at 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 the first full pay period after April 1, 1986:

<u>Class</u>					
<u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1641		
600	Police Officer	307	1889	2273	2404
603	Police Detective-Investigator	311	2600		
604	Police Sergeant	315	2987		
605	Police Lieutenant	321	3359		
606	Police Captain	325	3861		
608	Police Deputy Chief	329	4435		

B. The following monthly wage scales shall become effective October 1, 1987 (4%):

<u>No.</u>	<u>Title</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>
601	Police Officer (Probationary)	303	1707		
600	Police Officer	307	1965	2364	2500
603	Police Detective-Investigator	311	2704		
604	Police Sergeant	315	3106		

605	Police Lieutenant	321	3493
606	Police Captain	325	4015
608	Police Deputy Chief	329	4612

C. The following monthly wage scales shall become effective April 1, 1988 (2%):

<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		

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

## AN ORDINANCE

51838

ESTABLISHING A BINDING IMPASSE PROCEDURE IN THE EVENT AN IMPASSE IS REACHED DURING THE COLLECTIVE BARGAINING PROCESS WITH THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION OR WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 624; ESTABLISHING THE CONDITIONS UNDER WHICH THE IMPASSE PROCEDURE WILL BECOME INVALID AND VOID; REITERATING THE CITY'S AUTHORITY AND INTENTION TO DISCIPLINE ANY FIREFIGHTER OR POLICE OFFICER ENGAGING IN A STRIKE; AND PROVIDING FOR THE TERMINATION OF THE ORDINANCE IN MARCH of 1981.

WHEREAS, the courts of the State of Texas have found to be unconstitutional a portion of the impasse procedure contained in the Fire and Police Employee Relations Act; and

WHEREAS, the findings of the courts leave the City and the Fire and Police Associations without an acceptable impasse procedure in the event contract talks reach impasse; and

WHEREAS, the City intends to bargain in good faith with its Firefighters and Police Officers, while insuring that Firefighters and Police Officers are discouraged from engaging in any kind of strike or job action; and

WHEREAS, the City intends for this ordinance to be effective only long enough for the parties to bargain an impasse procedure and establish it by contract;  
NOW THEREFORE:

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

SECTION 1. (Normal bargaining) The City shall engage in collective bargaining in accordance with the provisions of the Firemen's and Policemen's Employee Relations Act, and shall use the services of a mediator when appropriate.

SECTION 2. (Factfinding to be used) In the event of an impasse, a factfinding panel shall ascertain the facts and make recommendations.

SECTION 3. (Composition of the factfinding panel) Factfinding shall be accomplished by a factfinding panel of three (3) members. One (1) member shall be appointed by the Association, one (1) by the City, and the third (neutral) shall be as agreed upon or, if unable to reach agreement, selected through the American Arbitration Association procedure. The cost of the neutral shall be shared equally. The Association's member, if paid, shall be paid by the Association, and the City shall pay for the City representative, if any cost is involved.

SECTION 4. (Guidelines limiting the scope of factfinding ):

- a. The overall compensation in the current contract including direct salary and fringe benefits;
- b. A comparison of wages, hours and conditions of employment of San Antonio Police Officers and Firefighters with the wages, hours, and conditions of employment of other public and private employees in the local labor market area performing similar services and with other employees generally in public and private employment in comparable cities in the State of Texas and the City of San Antonio;
- c. The hazards of employment, physical, educational, and mental qualifications, job training and skills required of a San Antonio Police Officer or Firefighter;
- d. The cost of living in San Antonio relative to other communities;
- e. The rate of increase in the cost of living for the preceding twelve-month period using localized data to the fullest extent feasible;
- f. Any current national or state policies or guidelines with respect to compensation, and the extent to which such guidelines are followed in the comparable public and private sectors set forth in Section 4b. above.

SECTION 5. (Action upon recommendations of the factfinding panel) The findings and recommendations of the factfinding panel shall not be made public for seven (7) days. If, within seven (7) days after factfinding, the parties have failed to agree to a contract, the findings and recommendations of the factfinding panel shall be made public. If, within ten (10) days after the recommendations have been made public the parties have not agreed to a contract, the major unresolved issues shall at the request of either party be submitted to a referendum election which shall be binding on the parties.

SECTION 6. (Conduct of the referendum)

- a. The election shall be held on the first date permissible under state law.
- b. The party rejecting the factfinder's recommendation shall pay 3/4 of the cost of the referendum; the other party 1/4 of the cost.
- c. Each party shall be entitled to submit two (2) and only two (2) unsettled issues to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues.
- d. Certain rights are reserved to City management and are not subject to referendum. They are:
  - (1) The right to hire, direct, transfer and assign employees.
  - (2) The right to reduce in force or lay off employees because of lack of work or funds. (All reductions shall be in accordance with Civil Service laws)
  - (3) The right to determine appropriate staffing levels and work performance standards; along with the quality and quantity of services to be offered to the public; and the means and methods of offering those services.
  - (4) The right to discharge for cause.
  - (5) The right to use security personnel, which include, but are not limited to such job classifications incorporated with the Classification Manual as Airport Security Guard, Park Ranger, Lifeguard, School Crossing Guard, and Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.
  - (6) The right to use civilians in the Police Department and the Fire Department to perform duties which do not require a commissioned officer or the power of arrest.

- e. Civil Service laws shall not be subject to referendum.
- f. The City shall not place on the referendum ballot any issue that would reduce any existing direct economic benefit accruing to association members.
- g. Polling places shall be consolidated to the maximum degree feasible in accordance with applicable state and federal laws.

SECTION 7. (The procedure void in case of a strike) Should an Association cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of its department; or in any manner encourage members to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, the City shall render null and void the impasse procedure established by this ordinance by giving written notice to this effect to the president of the Association.

SECTION 8. (Disciplinary action) By this ordinance, the City reaffirms its right and intent to discipline any Firefighter or Police Officer who engages in any action listed in Section 7 above, in addition to whatever other remedies may be available to the City at law or in equity.

SECTION 9. (Time limitation of the ordinance) This ordinance is intended to provide an impasse procedure for the 1980 bargaining year only. It is intended to provide an opportunity for the Firefighter and Police Associations and the City to bargain an impasse procedure and include such a procedure as a permanent provision of the contract. Accordingly, this ordinance shall become invalid and void after March 31, 1981.

PASSED AND APPROVED THIS 14<sup>th</sup> day of February, 1980.

*Lila Cockrell*  
MAYOR

ATTEST: *Norma J. Rodriguez*  
City Clerk.

80-10

APPROVED AS TO FORM: *Tom Farley*  
for City Attorney

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

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1/23/86

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

*[Signature]*  
CITY CLERK

*[Signature]*  
MAYOR

86-04

APPROVED AS TO FORM:

*[Signature]*  
CITY ATTORNEY

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

I. Policy Statement

A. The City will indemnify its employees for legal defense fees, expenses and costs, and damages payable by virtue of a final judgment or settlement arising from conduct or actions of the employee while within the course and scope of his/her employment and which actions were taken or performed in an objective and subjective good faith effort to perform the employees' duties according to

- (1) law
- (2) the policies and regulations lawfully imposed by the City, and
- (3) any lawful supervisory directives given to the employee, PROVIDED that:
  - (a) the terms of any settlement are subject to the approval of the City;
  - (b) any employee shall be entitled to retain their own counsel at their own expense.

B. The City will indemnify its employees for legal defense expenses and costs associated with defense of any criminal action filed against an officer or employee arising from conduct or actions of the employee while in the course and scope of his/her employment (but not for the alleged criminal aspect of the conduct) which actions were taken or performed in an objective and subjective good faith effort to perform the employee's duties according to:

- (1) law;
- (2) the policies and regulations lawfully imposed by the City;
- (3) any lawful supervisory directives given to the employee.

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

II. Responsibility

A. Representation - City

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

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

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

#### B. Representation - Employee

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

#### C. Indemnification - City

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

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

### III. Definitions

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

### IV. Procedures

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

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

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

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

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

