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Title: **San Antonio, City of and San Antonio Police Officers' Association (SAPOA) (2002)**

K#: **800423**

Location: **TX San Antonio**

Employer Name: **San Antonio, City of**

Union: **San Antonio Police Officers' Association (SAPOA)**

Local:

SIC: **9221**

NAICS: **922120**

Sector: **L**

Number of Workers: **1400**

Effective Date: **10/01/02**

Expiration Date: **09/30/06**

Number of Pages: **142**

Other Years Available: **Y**

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF SAN ANTONIO, TEXAS

AND

THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION

October 1, 2002
Through
September 30, 2006

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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 1
Duration

This Agreement shall be effective as of the 1st day of October, 2002. All pay increases, leave, or changes in benefits, shall be implemented in accordance with the respective timelines outlined herein. The retroactive provisions of this contract shall only apply to those members who are City employees at the time of the signing of this agreement or hired after the signing of this agreement. This agreement shall remain in effect until the 30th day of September, 2006, or until such time as it is superceded by a new agreement between the parties, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30th, 2016.

The City agrees that negotiations for the contract beginning October 1, 2006 will commence no later than January, 2006. The City and the Association agree to make good faith efforts to reach an agreement before October 1, 2006.

ARTICLE 2
Definitions

A. **"Association"** means the San Antonio Police Officers' Association.

B. **"Board of Directors"** means those members of the Association who are duly elected, or appointed and serve as members of the Board of Directors of the organization pursuant to the Constitution and By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined above, and in no event shall more than twenty (20) be allowed to attend meetings in an on-duty status.

C. **"Calendar days"** means each day inclusive of weekends and holidays.

D. **"Chief"** means the Chief of Police of the City of San Antonio.

E. **"City"** means the City of San Antonio.

F. **"City Manager"** means the City Manager of the City of San Antonio.

G. **"Commission"** means the Fire Fighters and Police Officers Civil Service Commission of the City of San Antonio.

H. **"Department"** means the Police Department of the City of San Antonio.

I. **"Employee"** means an employee of the City of San Antonio.

J. **"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.

K. **"Gender"** Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

L. **"Grievance"** means any and all disputes arising under the Grievance Procedure in Article 15.

M. **"Longevity"** means time in service in the department from the date the employee became a probationary police officer.

N. **"Member"** means either member of the Association or member of the bargaining unit.

O. **"Officer"** means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police.

P. **"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.

Q. **"Working days"** means each day exclusive of weekends and holidays.

ARTICLE 3
Association Rights

Section 1. Recognition.

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

Section 2. Payroll Deductions.

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

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

C. The City shall deduct monthly POLPAC dues from each member who has voluntarily authorized POLPAC dues deductions. The letter signed by the President of the Association requesting POLPAC dues deductions shall declare that the request has been approved by a majority vote of the Board of Directors and of the membership of the Association.

D. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association, CLEAT, or POLPAC dues deductions and not in uniform, must identify himself and personally sign the appropriate form in the Police Department Accounting Office at Headquarters.

E. On October 1st of each year, the City shall deduct four (4) hours from each officer's credited vacation time and credit the time deducted to a pool for use by the Association. Any officer not desiring the deduction shall notify the Accounting Office in the same manner as in subsection D above during the month of September of each year for the following fiscal year. Requests for leave under this section shall be made in writing by the Association President to the Chief. The Association President shall annually submit a list of the names of ten (10) members who shall have the right to use Association Leave with a minimum notice of twenty-four (24) hours. This list of members eligible for expedited use of Association Leave may be amended no more than once in each calendar quarter. All others using Association Leave shall be required to submit the leave request no less than five (5) calendar days in advance of the anticipated date of leave. Such request will be granted, except in the case of emergencies or where the same would impair the operations of the Department or where the granting of the same would adversely affect the welfare of the citizens of San Antonio.

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

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

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

I. The amount of dues or assessments shall be the amount set forth in the letter or request signed by the President of the Association and/or CLEAT.

J. The City shall not be obligated to deduct dues or deduct any sum provided for herein until the respective organization provides a legal and binding letter from the President or legally authorized agent of the Association and/or CLEAT agreeing to indemnify, defend and hold the City harmless against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by the City for purposes of complying with the provisions of this Article.

K. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association and/or CLEAT in accordance with the procedures established by the Finance Director.

L. Whenever an Association member dies, and the City is notified as provided herein, the City will automatically deduct twice the amount of dues from each Association member's payroll during the month immediately following the Association member's death. In the case of multiple applicable deaths in a month the Association may have the double deductions spread over a period of months upon reasonable notice to the City. As with other deductions, said amount will be forwarded directly to the Association, provided, however that the Association will reimburse the amount of the increased deduction within ten (10) working days to any member who makes a written request for such reimbursement to the President of the Association. The Association will disburse the additional dues collected to the designated beneficiary or beneficiaries of the deceased member. Any member may designate or change beneficiaries as provided by policy or rule of the Association. Any Association member who requests reimbursement of dues collected from benefits after another member dies, and officers who are not Association members, shall not be eligible for the benefits provided in this Section. The Association shall be responsible to notify the City before the deduction of the double dues occurs.

Section 3. Time Off for Association Business.

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

B. The Association's negotiating team, not to exceed six (6) members, shall be permitted to meet with the Association President or to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled Dog Watch "C" 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.

For the purposes of accounting, the President of the Association will be assigned to the Accounting Office. It will be the responsibility of the President of the Association to notify and submit proper paperwork to the Accounting Office accounting for all personal leave time to include but not limited to compensatory, vacation, holiday, bonus day, military leave, and sick time.

The Chief of Police reserves his existing authority to revoke special assignment for the Association President during emergencies or when the welfare of the citizens of San Antonio is placed in jeopardy. The Association President, as part of his Association duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing police facilities and to inspect equipment that will improve the quality of worklife for the police officers of the City of San Antonio whom he represents. In addition, he will participate as the duly elected representative of those men and women of the Association in any discussion that may affect the quality of worklife, health, and well being of any Association

member. It is understood that the President of the Association shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. When the term of the President expires, the President shall be eligible to return to his previously assigned shift and duty assignment.

D. The City shall grant Association leave paid in accordance with Article 3, Section 2(E) to a maximum of five (5) officers at any given time at the request of the Association President. Such request will be granted, except in the case of emergencies or where the same would impair the operations of the Department or where the granting of the same would adversely affect the welfare of the citizens of San Antonio.

Section 4. Bulletin Boards.

A. The Association may maintain one (1) bulletin board at each of the decentralized stations or other police facilities and two (2) bulletin boards at the central station. Bulletin boards may be located at the assembly room and the lobby of the central station and in similar conspicuous locations at the other police stations and/or facilities. The Association may utilize Department e-mail and video technology to disseminate bulletin board information subject to the following terms. All e-mail transmissions shall have prior approval of the Chief. The use of video equipment is limited to the playing of Association provided videotapes in compliance with Section 6 of this Article. The Association representative who accompanies the video is responsible for its content complying with Section 6. In the event no Association representative is present, the Association President is responsible.

B. The bulletin boards, e-mail, and video presentations 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. Addressing of Shift Roll Call Meetings, In-Service Training and Police Academy Cadet Classes.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to represent the Association and Board of Directors shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the appropriate supervisor that he intends to speak.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to represent the Association and Board of Directors shall be permitted to speak at in-service training for a period not to exceed thirty (30) minutes. The President of the Association shall notify the Academy Commander in writing in November of the preceding year of the Association's intent to use a thirty (30) minute block with the yearly in-service training beginning in January of each year. The Academy Commander shall schedule the thirty (30) minute block and notify the Association in writing of the dates and time to appear.

Members of the Executive Board, members of the bargaining team, persons appointed by the Association to

represent the Association and Board of Directors shall be permitted to speak to each Police Academy cadet class for a period not to exceed three (3) hours. Unless mutually agreed upon, such speaking shall be scheduled in no less than two (2) one (1) hour thirty (30) minute blocks. The Association shall provide a lesson plan to the Academy Commander and shall permit staff monitoring to assure compliance under this section.

Discussion by Association representatives shall pertain only to the recreation and social affairs of the Association; Association meetings; Association elections, reports of Association committees; activities of the State or National Association with whom the Association is affiliated; and legislative enactment, judicial decisions affecting public employee labor relations, legal assistance plans, and contract benefits and rights. 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 15, Step 6, of the Grievance Procedure.

ARTICLE 4
Management Duties to the Association

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

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

B. A copy of this Agreement.

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

A. Interfere with, restrains, or coerces officers 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 officer because he has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chose to be represented by any employee organization.

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

F. Discriminate against any officer 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 officers on the job.

ARTICLE 5
Non-Discrimination by the Association

Section 1. No action shall be taken by the Association or any officer 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 officers covered by the Agreement.

Section 2. The Association shall not cause or attempt to cause an officer to discriminate against another employee or officer because of the employee's or officer's membership or non-membership in any employee organization; or discriminate against any employee or officer because he has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this Agreement.

ARTICLE 6
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 officer's duties as an employee of the City. The City shall not lock out any officer.

ARTICLE 7
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 officers, to include the scheduling of overtime work in a manner most advantageous to the City. Officer work schedules shall not be changed solely to avoid or curtail overtime pay. The City shall have the right to reschedule one forty (40) hour block per officer, annually, which shall not be subject to this Article. A forty (40) hour block of in-service training may be provided annually to each officer by the City.

The City shall also have the right to reschedule an additional forty (40) hours per officer annually, which is or will be Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) approved training, in blocks of no less than eight (8) hours, at the Chief's discretion, which shall not be subject to this Article.

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

C. Discharge, demote, or suspend officers, pursuant to the requirements of Chapter 143 Local Government Code and further and fully agreed to in Article 27, Disciplinary Actions, of this Agreement.

D. Maintain the efficiency of governmental operations.

E. Lay off officers 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 Police Officer, Park Police, Life Guard, School Crossing Guard, Municipal Guard, which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similar related skills.

J. Use of civilians in the Police Department to perform duties which do not require a Commissioned Officer or the power of arrest. The scope of such duties include, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. Civilians performing such duties are not subject to the terms of this Agreement. This subject is covered in detail in Article 37.

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 officers.

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

M. Any person, whether sworn or unsworn, wishing to address Police Officer roll calls on any subject (except bargaining unit members who are running for Association office or shift representative and wish to make a statement concerning an election within the Association) must receive written permission from the Chief of Police or President of the Association. When permission is granted by the President of the Association, the restrictions involving subject matter and time outlined in Article 3, Section 6, shall apply.

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

A. Establish departmental rules and regulations.

B. Transfer officers 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 8
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 9
Labor Relations Committee

Section 1. 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 officers, including, but not necessarily limited to, safety and specifications for equipment, discipline, departmental policies and procedures, and other areas of common officer interest. The Committee shall recommend to the Police Chief changes in any of these working conditions where necessary, and the Chief shall communicate his decision to the Committee in writing. The Committee has no independent authority to bind either party with respect to any individual grievable topic. The Labor Relations Committee shall consist of four (4) members who shall serve for a one-year term. The Association shall designate two (2) members, and the Police Chief shall designate two (2) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The chairmanship of the Committee shall rotate once every three (3) months, and, there shall be a written agenda of

matters to be discussed. Officers desiring items placed on the written agenda shall forward the matter in writing to the Office of the Chief of Police with a copy to the President of the Association. The Committee shall make its recommendations in writing to the Chief with copies to the Association and the City Manager. 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. An extension of the Chief's response of an additional ten (10) working days shall be granted by the Committee upon request of the Chief. No matter within the jurisdiction of the Committee shall be discussed by the Association at a higher administrative level until it has been discussed by the Committee.

Section 2. Labor Relations Subcommittees.

The Labor Relations Committee may appoint subcommittees as necessary. Such subcommittees shall report to the Labor Relations Committee and the Labor Relations Committee shall make final recommendations in writing to the Chief of Police as outlined above.

ARTICLE 10
Safety and Equipment

Section 1. General.

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

Section 2. Preventive Vehicle Maintenance Program.

The City shall ensure that all police vehicles assigned to the 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. The Chief may assign either a sworn officer or civilian to this position, except that in the event that a civilian is assigned, there shall be no reduction or loss of sworn positions in the Police Department as a result of the assignment of a civilian. If at the discretion of an officer, an assigned vehicle is not in safe condition, said officer 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 officer may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the officer's protest in writing and forward all copies to the officer's division commander for final disposition.

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

Marked vehicles having 60,000 miles on their odometers and assigned to the Uniform Division, must be retired from the Uniform Division fleet. An officer will not be required to operate a marked vehicle assigned to the Uniform Division having 60,000 miles or more on its odometer. Additionally, an officer will not be subject to disciplinary action for refusing to comply with an order to drive marked vehicles in the Uniform Division which had 60,000 miles or more on its odometer. Prior to 60,000 miles a vehicle may be retired from the Uniform Division fleet if considered unsafe by the head of the vehicle maintenance unit or a division commander. No officers in the Uniform Division may be ordered to drive a patrol vehicle, which has in excess of 60,000 miles. Any vehicle retired from use in the Uniform Division pursuant to this agreement may be used by the Department in other divisions, provided that the vehicles are sound and safe to operate.

Section 3. Take-Home Cars.

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

Section 4. Radios.

The City shall provide to each employee so requesting, one (1) permanently assigned hand-held police radio. A charger will be issued if necessary. These radios will be replaced in accordance with Department policies and regulations. However, in the event the radio needs to be replaced or repaired due to negligence or intentional abuse on the part of the officer to whom the radio is issued, the officer shall be required to reimburse the City for the costs. The cost of said radio shall be, for purposes of the Section, based upon its actual value at the time of loss. Negligence or intentional abuse and the actual value considering replacement costs, depreciation, utility value, and market value of the radio shall be determined by the Labor Relations Committee outlined in Article 9.

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

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

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

Section 5. Soft Body Armor

The City shall provide to all officers the option of selecting soft body armor with a minimum standard of Threat Level III-A or Threat Level II. Such vests shall meet the highest levels of specifications as determined by the Labor Relations Committee outlined in Article 9. Vests shall be provided to all new officers prior to the end of their first week as officers. Vests shall be replaced every five (5) years by making a proper request to the Division Commander, or at any time when obvious damage to the vest requires replacement. However, if it is determined by the Labor Relations Committee outlined in Article 9, that the damage done to the vest was caused by neglect or misuse on the part of the officer, then the officer shall pay the actual value considering replacement costs, depreciation, utility value, and market value of the vest as determined by the Labor Relations Committee at the time of the loss. One free fitting per year will be provided by the City. Additional fittings will be paid for by the officer.

Section 6. Ammunition

In addition to the ammunition provided by the Department for mandatory in-service firearms training, each officer is entitled to one hundred (100) rounds of ammunition per year. The ammunition must be used at the academy and the Department shall retain the brass.

Section 7. Labor Relations Committee as Equipment Advisory Committee.

A. The Labor Relations Committee as outlined in Article 9, in addition to its other duties, shall serve as the Equipment Advisory Committee. This committee shall meet for the purpose of reviewing specifications, testing, and making recommendations to the Chief as to the purchase of all police-related equipment. For purposes of this Section, police-related equipment includes, but is not limited to, communications equipment, vehicles, vehicle light bars, weapons, specialized or technical investigative equipment, training aids, and computer-related equipment and materials. Police-related equipment does not include chairs, desks, office supplies, maintenance supplies, or other non-specialized equipment or materials purchased on a Citywide basis for all departments.

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

Section 8. Reimbursement Procedures.

A. Officers may utilize payroll deductions to reimburse the City for lost or damaged equipment. Payroll deductions must be set at fifty dollars ($50.00) per payday unless the officer agrees to higher payments. It shall be the obligation of the officer to coordinate such repayment with the Police Department Accounting Office.

B. Officers desiring to reimburse the City for lost or damaged equipment outside of payroll deductions may do so as long as such mandatory payments are no less than fifty dollars ($50.00) per pay day. Nothing herein prohibits the officer from agreeing to higher payments. All reimbursements paid outside of payroll deduction are due within five (5) calendar days of the payday.

C. Regardless of the method of payment, all payments must begin not less than the second pay day after the final ruling by the Chief.

D. After all administrative appeals are exhausted, officers failing to reimburse the City or who fail to pay according to the selected pay schedule above shall be deemed insubordinate to the Chief of Police and may be disciplined up to and including termination.

Section 9. Standardized Installation of Equipment.

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

ARTICLE 11
Promotions

Section 1. Definitions.

A. **Seniority** - For purposes of this Section, each police officer shall be given one (1) point on a promotional examination for each year as a classified police officer in the San Antonio Police Department. In no event shall the number of such seniority points exceed ten (10). "Classified police officer" is meant to include service as a probationary police officer. Seniority is defined as all years of service, whether interrupted or uninterrupted, on the San Antonio Police Department, and not merely the last continuous period of service.

B. **Eligibility** - Police promotional examinations shall be open to all police officers who have held a

classified position with the San Antonio Police Department for two (2) years or more, immediately below the rank for which the examination is to be held. Effective April 1, 2006, promotion to the rank of Detective Investigator shall be open to only those officers within the classification of a Class C or higher patrol officer.

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

Section 2. Study Materials.

A. **Study Materials Committee** - The Chief shall establish a committee for the selection of proposed study materials for each written promotional examination. This committee may vary in number and in composition, but shall be chaired by the Training Academy Commander. This committee may be composed of individuals who are selected from within or outside of the Department, provided that if members from outside the department are selected, they may not consist of more than 50% of the committee. This committee shall meet at appropriate times to review submitted materials. When the need arises to administer a promotional examination for any rank, this committee shall convene and select proposed materials, which are pertinent to the rank for which the promotional examination is being administered. Members of the committee shall rank the material separately and forward their rankings to the Chief. The Chief shall, after reviewing the rankings, make the final decision and forward his decision to the Consulting Company hired by the City to create the test. Study materials for all ranks shall not be the same for any two consecutive years. The exceptions include, the Texas Penal Code, the Code of Criminal Procedures, the General Manual, and the Collective Bargaining Agreement. .

B. **Promotional Text Materials** - The City shall limit the promotional material for all ranks to two hundred (200) pages of text except for text taken from the Texas Penal Code, the Code of Criminal Procedures, the General Manual, and the Collective Bargaining Agreement. For purposes of this section, two hundred pages of text shall be defined as text that averages approximately 750 words per page. An officer may not file any grievance or appeal based on the limitations involving pages of text and words. The City shall attempt to obtain the publisher's permission to duplicate and distribute to the candidates the study materials without incurring any fee, cost, penalty or liability to the publishers, and if it does obtain this permission, the City will bear the expense of the printing or reproduction of the study materials for distribution to eligible candidates. However, the City will not be required to perform the aforementioned printing, reproduction, and dissemination of the study materials if the permission of the publishers to do so cannot be obtained at any cost, or penalty, or liability to the publishers. Where the City cannot obtain such permission, the City will make arrangements to ensure that all of these study materials (e.g., textbooks) are available at one or more locations within the city for purchase by the candidates. Candidates who purchase study materials and who score seventy percent (70%) or higher on each of the examinations applicable to the promotion sought will be reimbursed for the price of the study materials.

After the Chief has made his selections, the City Human Resources Department will pick up the study materials. The study materials will be printed and/or reproduced under circumstances, which will promote security. The Human Resources Department will verify the completeness of the packets. No question will be included in the examination unless it derives its source from the study material.

The date and location that the study materials will be made available for candidates to pick up or the location where the study materials may be purchased will be announced in the Daily Bulletin for five (5) consecutive working days. In accordance with this Section, the study materials shall be either announced as to location for purchase or provided to eligible candidates during a period which is not more than twenty five (25) nor less than fifteen (15) calendar days prior to the examination.

Section 3. Promotion to Detective Investigator, Sergeant, Lieutenant and Captain.

A. The City shall engage an outside bonded consultant to prepare written promotional examinations for each rank.

Beginning at least eighty-five (85) calendar days before the administration of the examination, the City will

announce in the Daily Bulletin the date of the examination and with the location and dates that any eligible officer may register for the examination. This announcement will run for five (5) consecutive working days. Candidates for the promotional examinations shall register for the examination between eighty (80) and seventy (70) calendar days before the written examination.

All eligible candidates for promotion to a particular rank shall be given the identical examinations applicable to that rank in the presence of each other. The examinations will consist of multiple choice written questions, which shall have predetermined correct answers to enhance the objectivity of the examination.

The preparer of the examination shall deliver the examination sealed and numbered to the Civil Service Director who is charged with the responsibility for the security of all promotional examinations. The examination shall remain sealed until opened in the presence of the participants.

All of the questions asked on the examination must be prepared and composed in a manner that the grading of all examination papers can be completed immediately after the examination is held. All examination papers shall be graded as they are completed, at the place where the examination is given, and in the presence of any candidates who wish to remain during the grading. Examination grading may be performed within fifty (50) feet of any entrance or exit from the examination room in open view of all candidates. A score of seventy percent (70%) (out of a possible 100%) on each examination applicable to the rank to which the officer seeks promotion shall be considered a minimum passing score.

Each eligible promotional candidate shall have the opportunity to examine test source materials and their own graded examination paper and answers within five (5) working days after the examination. The candidate may see the above material, but may not remove the graded examination paper from the Human Resources Department.

Candidates arriving after the appointed starting time of the examination will not be admitted or allowed to participate in the examination.

All questions formulated by the outside consultant (and their correct answers) shall be derived from the materials selected by the Chief as study materials in accordance with this Section.

Matters relative to the construction of any promotional written examination which are appealable to the Civil Service Commission pursuant to Chapter 143, Local Government Code, shall continue to be appealable and the decision of the Commission shall be final.

B. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Detective Investigator and Sergeant shall consist of one (1) examination session which shall not exceed either one hundred (100) multiple choice questions or two (2) hours in length.

C. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Lieutenant and Captain shall consist of an examination session in the morning which shall not exceed one hundred (100) multiple choice questions or two (2) hours in length and an afternoon session on the same day with questions which may be based upon video and/or written scenarios as determined by the outside consultant in consultation with the City. The answers to the questions in the afternoon session shall also be multiple choice with no set number of questions, but the examination shall be limited to two (2) hours. All video presentations, written scenarios and questions shall be validated as job-related. The afternoon session examination shall not be weighted more than thirty percent (30%) of the overall written examination.

Section 4. Requirements After Promotion.

The following applies to promotional examinations given after January 1, 2001. These requirements do not apply to officers promoted prior to December 31, 2000.

A. Officers promoted to detective investigator, sergeant, lieutenant or captain shall attend a mandatory investigator (detectives), supervisory or management (sergeant, lieutenant and captain) training program designed for that rank of no less than 40-hours nor more than 80-hours prior to or after being promoted. Officers who are promoted to the rank of detective investigator, sergeant, lieutenant, or captain and who have not attended

the mandatory training program shall be required to attend the required training within sixty (60) calendar days of promotion.

B. Officers promoted to detective investigator, sergeant, lieutenant or captain shall be assigned to one or more officers of equal rank for on-the-job field training for a period of no less than one (1) calendar month during their probationary period. Officers promoted to the rank of captain shall be required to complete their on-the-job field training, assigned to and physically working with a captain assigned to the patrol division at a police substation.

C. Within forty-eight (48) months after being promoted, officers promoted to lieutenant shall be required as a condition of maintaining the rank to complete with a passing grade at least sixty (60) hours of college credits or achieve an Associate's degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof to the Chief of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

D. Within sixty (60) months after being promoted, officers promoted to captain shall be required as a condition of maintaining the rank to obtain a Bachelor's Degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof of completion to the Chief of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

E. If the officer fails to complete the mandatory college requirements within the prescribed time period after promotion, the officer will be allowed to appeal the demotion only if exigent circumstances or an emergency situation occurred which would have prevented the officer from completing the requirements.

F. If an officer is promoted to the next higher rank before completing the educational requirements for his previous rank, the time requirements remain in effect for completion of the appropriate educational requirements for that previous rank. For example, an officer is promoted to Lieutenant on January 1, 2001 and has forty-eight months to complete sixty (60) hours of college credits or achieve an Associate's degree. The officer is promoted to Captain on January 2, 2004 without achieving the college hours or the degree. The officer will have until December 31, 2004 to obtain sixty (60) hours of college credit or an Associate degree.

Section 5. Appointment to Deputy Chief.

A. The Chief of Police shall have the right to appoint a total of five (5) Deputy Chiefs which shall be one rank immediately above the rank of Captain and one rank immediately below the Assistant Chief in the chain of command. This Article shall create no positions within the rank of Deputy Chief other than by this Article. As vacancies occur in the rank of Deputy Chief, the Chief of Police shall either appoint an officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to appoint and the position is permanently abolished, the position of Deputy Chief shall revert to the rank of Captain. Positions within the rank of Deputy Chief up to five (5) shall be filled by the Chief of Police at his sole discretion, within ninety (90) calendar days of a vacancy occurring in that rank. Appointments to the rank of Deputy Chief shall be by the Chief of Police at his sole discretion, provided that the officer promoted is a Captain with a minimum of two (2) years in the rank. Effective October 1, 2005, the two year seniority requirement for appointment to the rank of Deputy Chief from the rank of Captain shall be reduced to one year. At the Chief's discretion, in the event less than two (2) Captains are qualified, the minimum time in rank required by this section shall be reduced by six (6) months and shall continue to be reduced in six (6) month increments until such time at least two (2) Captains qualify. For purposes of this section, seniority in rank shall not apply in reaching the second qualified Captain. All Captains promoted within ninety (90) days of the second qualifying Captain, who are otherwise qualified, shall be considered eligible for promotion to Deputy Chief.

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

For clarification purposes, effective upon execution of this agreement and effective with the promotion of any officer to the rank of Deputy Chief after October 1, 2002, those officers appointed to the rank of Deputy Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within forty-eight (48) months after being appointed. Deputy Chiefs appointed after October 1, 2002, who have already obtained a Masters Degree prior to being appointed to the rank of Deputy Chief, shall present proof of completion to the Chief of Police within seven calendar days of being appointed to the rank. Deputy Chiefs who have not obtained a Masters Degree, must complete and make a passing grade on at least 9 hours of Masters Degree requirements in an approved Masters Degree program every 12 months after being appointed to the rank of Deputy Chief until such time as a Masters Degree is awarded. Deputy Chiefs will submit proof of the completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Masters Degree is obtained. Deputy Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

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

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

Deputy Chiefs appointed by the Chief of Police pursuant to Article 11, Section 5 of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the scheduling and manpower contingencies that may arise.

Officers appointed to the Deputy Chief position by the Chief of Police as provided for in Article 11, Section 6, supra, of this Agreement, shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year Captain's base pay plus longevity. The officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles 1; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section 5 and 7; 14 Section 1; 16 Sections 1 and 2; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; 23; 28; 29; 30; 31; 32; 33; 34; 35; 36 Sections 1, 2, 4, 5, 6; and 37.

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

Section 6. Appointment of Assistant Chief

The Chief of Police shall have the right to appoint two (2) Assistant Chiefs which shall be one rank immediately above the rank of Deputy Chief and one rank immediately below the Chief of Police in the chain of command. This Article shall create no positions within the rank of Assistant Chief other than by this Article. As vacancies occur in the rank of Assistant Chief, the Chief of Police shall either appoint an officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to appoint and the position is permanently abolished, the position of Assistant Chief shall revert to the rank of Captain. Positions within the rank of Assistant Chief shall be filled up to two (2) by the Chief of Police at his sole discretion, within ninety (90) calendar days of a vacancy occurring in that rank. Appointments to the rank of Assistant Chief shall be by the Chief of Police at his sole discretion, provided that the officer promoted is a Deputy Chief with a minimum of two (2) years in rank. Effective October 1, 2005, the two year seniority requirement for appointment to the rank

of Assistant Chief from the rank of Deputy Chief shall be reduced to one year. At the Chief's discretion, in the event less than two (2) Deputy Chiefs are qualified, the minimum time in rank required by this Section shall be reduced by six (6) months and shall continue to be reduced in six (6) month increments until such time at least two (2) Deputy Chiefs qualify. For purposes of this section, seniority in rank shall not apply in reaching the second qualified Deputy Chief. All Deputy Chiefs promoted within ninety (90) days of the second qualifying Deputy Chief, who are otherwise qualified, shall be considered eligible for promotion to Assistant Chief.

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

For clarification purposes, effective upon execution of this agreement and effective with the promotion of any officer to the rank of Assistant Chief after October 1, 2002, those officers appointed to the rank of Assistant Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within twenty four (24) months after being appointed. Effective October 1, 2005, as to officers appointed thereafter only, officers appointed to the rank of Assistant Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within thirty-six (36) months after being appointed. Assistant Chiefs appointed after October 1, 2002, who have already obtained a Masters Degree prior to being appointed to the rank of Assistant Chief, shall present proof of completion to the Chief of Police within seven calendar days of being appointed to the rank. Assistant Chiefs who have not obtained a Masters Degree must complete and make a passing grade on at least one-half of any Masters Degree requirements they have left to obtain in an approved Masters Degree program every twelve (12) months after being appointed to the rank of Assistant Chief until such time as a Masters Degree is awarded. Effective October 1, 2005, Assistant Chiefs who have not obtained a Masters Degree must complete and make a passing grade on at least one-third of any Masters Degree requirements they have left to obtain in an approved Masters Degree program every twelve (12) months after being appointed to the rank of Assistant Chief until such time as a Masters Degree is awarded. Assistant Chiefs will submit proof of the completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Masters Degree is obtained. Assistant Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority. Officers who were grandfathered as Deputy Chief's in Section 5 shall be additionally grandfathered under this section.

Any officer appointed to the rank of Assistant Chief may be demoted to the civil service rank from which he was promoted at the sole discretion of the Chief of Police without appeal to the Commission and/or Arbitration. Any officer appointed to this rank may, further, voluntarily return to the rank from which he was promoted at any time. Upon demotion or voluntary return to the previously-held rank pursuant hereto, the officer shall receive thereafter the full benefits provided in Chapter 143, Local Government Code, and this Agreement as if he had served in that rank on a continuous basis throughout his tenure as Assistant Chief. An officer appointed to 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 officers in the Department.

Assistant Chiefs appointed by the Chief of Police pursuant to Article 11, Section 6 of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the scheduling and manpower contingencies that may arise.

Officers appointed to the Assistant Chief position by the Chief of Police as provided for in Article 11, Section 6, supra, of this Agreement, shall be compensated at an annual salary of not less than eight percent (8%) above the rate of a Deputy Chief's base pay plus longevity(a 30 year Captains base pay + .18 times that base pay). The officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles 1; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section 5 and 7; 14 Section 1; 16 Sections 1 and 2; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; 23; 28; 29; 30; 31; 32; 33; 34; 35; 36 Sections 1, 2, 4, 5, 6; and 37.

The City agrees to defend, indemnify, and hold harmless the Association and its officers, agents, representatives,

and officers from any action, at law or in equity, brought by any Assistant Chief or other member(s) of the unit regarding this Section.

Section 7. Evergreen Limitations.

Effective October 1, 2006, should a new Agreement between the City and the Association not have been reached, and the parties are operating under Article 1 of this Agreement, and should a position in the rank of Assistant Chief or Deputy Chief become vacant, the Chief of Police shall not permanently promote any officer to the rank of Assistant Chief or Deputy Chief until ninety (90) calendar days after a new Agreement between the parties is signed.

It is understood and agreed however, that the Chief of Police may, at his discretion, temporarily appoint or pay higher classification to an eligible officer until such time a new Agreement is finalized and the vacant position permanently filled. Additionally, should such a situation arise as outlined above, no vacant position in the rank of Assistant Chief or Deputy Chief shall revert to any lower position and such position shall remain vacant, unless at the Chief's discretion temporarily filled or higher classification paid, regardless of any time limitations outlined in this Article or Civil Service Law.

Effective with the date of signing of a new Agreement, the Chief of Police shall have ninety (90) calendar days to fill or abolish the vacant position. Should the Chief of Police choose to abolish the position, the vacated position shall revert to the rank of Captain.

ARTICLE 12
Seniority

Section 1. Seniority Defined.

Seniority in this Article shall be defined as the length of service by an officer within his civil service classification. All other factors being equal, seniority is the determining factor in the assignment of relief days and vacation days and operates within a section, unit, or detail 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. Six-Month Requirement.

When an Officer transfers from one section, unit, or detail 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, including officers newly-promoted, may, after serving in the section, unit, or detail for six (6) months, then exercise his seniority in bidding for the prime time. Vacation shall be handled in the same manner in that no officer shall be denied vacation already scheduled; but, during the next round of vacation assignments, the senior officer chooses before the junior officer. In the event of a simultaneous transfer, i.e., one officer is moved out at the same time another officer is moved in, the incoming officer is not entitled to assume the relief days and vacation days of the outgoing officer, even though his seniority is greater than other officers in the section, unit, or detail; 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 Things Being Equal" Defined.

"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. Military or Duty-Connected Disability.

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 Tie-Breaker.

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. Certain Officer Transfer Rights.

This Section applies only to those officers holding the rank of Patrol Officer assigned to the Day (A Shift), Evening (B Shift), or Dog Watch (C Shift) 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 (A Shift), Evening (B Shift), or Dog Watch (C Shift) shifts of the Patrol Division, the opening shall be awarded to the most senior officer on that shift of the applicable rank who voluntarily requests that assignment. In the event no officer of the applicable rank from that shift requests the assignment, any officer of applicable rank from the remaining two shifts may request the position and it shall be awarded to the most senior officer.

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

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

Any officer covered by this Section may be removed from a position he occupies to another position within the three specified shifts, provided such is done on the basis of reverse seniority (i.e., beginning with the least senior person). Probationary officers have no protection under this article. The Human Resources Unit or the FTO Coordinator controls probationary officer assignments.

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

Section 7. Personnel Career Activity System.

All officers requesting transfers to positions outside of the three uniform patrol shifts will utilize the Personnel Career Activity System (PCAS).

All officers who hold the rank of patrol officer or detective investigator who apply for a position through PCAS and who are not selected, and who request same in writing through the chain of command to the Captain of the Unit to which the officer was not selected, shall be given the true reason for rejection in writing within ten (10) working days of the date the request was received by the non-selecting Captain.
Within ten (10) working days of receiving a written rejection, an affected officer may submit a written appeal to the Deputy Chief who supervises the non-selecting Captain. The Deputy Chief shall affirm the rejection or overturn the rejection in writing within ten (10) working days of receipt of the appeal.

Appeals and responses under this section are not subject to Article 15 (Grievance Procedure) of this Agreement, nor may be used in any official proceeding, unless such response includes a violation of Article 4, Section 2 (Management Duties to the Association) of this Agreement.

ARTICLE 13
Hours of Work

Section 1. General Provisions.

A. Work Period. Officers will continue to work a seven-day work period in accordance with past practice, as opposed to other work periods under the Fair Labor Standards Act. A "work period" means a regularly repeating seven day calendar cycle that consists of five, 8 hour or four 10 hours days.

B. Contractual Overtime Provision. By past practice and through this Agreement, the City has established a pay pattern that allows officers to receive overtime payment in pay or compensatory time for any hours outside of the officer's regularly scheduled shift or workday. Nothing in the Agreement including Section 1(C) below is intended, designed, or will change this practice. The City agrees it will continue to pay officers for overtime in pay or compensatory time in accordance with this Agreement for any hours outside of the officer's regularly scheduled shift or workday.

C. FLSA 207k Partial Exemption. The City and the Association agree, that under the federal Fair Labor Standards Act, the City is entitled to the 43-hour exemption from payment of FLSA statutory overtime compensation. This means that the City is not required by federal law to pay overtime to officers until after the officer has worked 43 hours in a workweek. Within the context of this Agreement however, the City shall continue to pay all contractual compensation in accordance with Article 8 Maintenance of Standards, and in accordance with Section B above, which is enforceable by the grievance procedure of this Agreement. However, the City retains the right under Article 7, Management Rights, to change any process, accounting procedure, forms, periods, or other aspects of accounting practices if it reasonably determines that such change is necessary to comply with state or federal overtime law. The City and the Association agree that the City shall not be obligated in any FLSA enforcement lawsuit to pay overtime until a 43-hour threshold is reached.

Section 2. Local Government Code Section 142.0015 Override.

Section 142.0015 of the Texas Local Government Code provides among other things, that officers may not be required to work over 40 hours in a week unless an "emergency" has been declared. Texas law, including but not limited to Section **174.006(a)** of the Texas Local Government Code, allows the parties to this Agreement to override and change that standard, and the parties expressly agree to override it. Accordingly, the Chief or any supervisor shall continue to be entitled to require work by officers beyond the regularly scheduled shift hours in a day, and over and above the 40 regularly scheduled hours within a seven-day work period. This practice, which the parties agree is both legal and proper without the need for a declaration of "emergency," will continue as a benefit to both the City and the Association, as a contract provision which has been continuously in effect under all previous collective bargaining agreements. Any claim for additional wages based upon Section 142.0015 is expressly waived in consideration of the finalization of this agreement.

Section 3. General Provisions .

Officers who are not subject to shift work shall work eight (8) consecutive hours except for interruptions for lunch periods. The workday 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 (45) minutes for lunch.

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

the press of business shall not be grounds for overtime payment or for a grievance.

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

The City will continue to compensate officers who work shifts for the thirty minute lunch, coffee and/or rest breaks; however, the time permitted by this article for those time periods shall in no event constitute time actually worked by an officer unless that officer is ordered by a supervisor to resume duties, or obtains supervisory authorization to do so. Notwithstanding this provision for compensation as to lunch, coffee, and/or rest breaks, officers remain within full coverage and benefits, not limited to life insurance, health insurance, and Texas Workers' Compensation Act, if the officers are traveling to or from lunch or breaks or during lunch or break time and are performing activities that are in furtherance of the affairs or business of police work. This shall apply unless the activities are specifically excluded by the provisions of the Texas Worker's Compensation Act and the rules of the Texas Workers' Compensation Commission, or are excluded by the standards set forth in Article 34 of this Agreement.

Officers who have by practice worked an eight (8) or ten (10) consecutive hour workday, which included a thirty or forty-five minute lunch break, and are not specifically covered by the sections below will continue to do so.

Section 4. Hours for Certain Patrol Division Units.

Officers working on the Daylight (A Shift), Evening (B Shift), or Dog Watch (C Shift) Shifts of the Patrol Division or the daylight or night shift of CID shall work a seven (7) day work period, with daily hours compensated at straight-time according to assignments as follows:

The Patrol Daylight "A" Shift shall work from 6:00 a.m. to 2:00 p.m. or from 6:30 a.m. to 2:30 p.m., with thirty (30) minutes for lunch and two fifteen (15) minute coffee breaks.

The Patrol Evening "B" Shift shall work from 2:00 p.m. to 10:00 p.m. or from 2:30 p.m. to 10:30 p.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

The Patrol Dog Watch or Night "C" Shift shall work from 10:00 p.m. to 6:00 a.m. or from 10:30 p.m. to 6:30 a.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

The Downtown Foot/Bicycle Patrol Unit officers shall be assigned to work one of two (2) ten-hour shifts per day, daylight shift 7:30 a.m. to 17:30 p.m. or 17:30 p.m. until 3:30 a.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

Section 5. Hours for Certain Units.

Officers working on the daylight or night shift of CID or who are assigned to positions equivalent to those assigned to CID and who investigate criminal cases, file charges and dispositions, or who work in an undercover capacity shall work a seven (7) day work period with daily hours compensated at straight-time as follows:

A. Officers below the rank of Lieutenant assigned to the daylight shift in CID or equivalent as described above may work from 7:30 a.m. to 6:00 p.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

B. Officers below the rank of Lieutenant assigned to the night shift in CID or equivalent as described above may work from 7:00 p.m. to 5:30 a.m., with thirty (30) minutes off for lunch and two fifteen (15) minute coffee breaks.

C. Officers above the rank of Sergeant in the units operating under the ten (10) hour work day shall

continue to work a tour of duty consisting of eight (8) hours and forty-five (45) minutes, with forty-five (45) minutes for lunch and two fifteen (15) minute coffee breaks, and shall be entitled to Saturday and Sunday as their regularly assigned relief days.

D. Officers subject to the ten (10) hours, four (4) day workweek shall include, but not be limited to, the following:

Off-Duty Employment
Property Crimes
Homicide
Robbery
Sex Crimes
Night C.I.D. Detectives
Repeat Offenders Program
Surveillance Detail
Financial Crimes
Vehicle Crimes
Wrecker Service

Officers assigned to the above units will continue to work the hours currently prescribed for those units and with lunch and break hours currently provided. It is not the intent of either the City or the Association to delete any unit currently operating under a four (4) day workweek as of the effective date of this Agreement.

Breaks are normally taken midway through the first half and midway through the second half of a 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 6. Adjustment of Working Hours.

The Chief shall have the right to adjust the working hours, and starting and ending time of any shift, or the units of C.I.D. covered by the ten (10) hour work day provided that such change does not cause an employee to work in excess of an average forty (40) regularly scheduled hours in a work period. In no case shall any changes in starting and ending times of shifts covered by Section 4 and 5 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 15 of this Agreement, with the sole exception that the issue of regularly scheduled work in excess of the average forty (40) hours in a workweek 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 4 and 5 above.

ARTICLE 14
City Property/Off-Duty Employment Office

Section 1. Introduction

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 15 of this Agreement. Provided, however, this article shall no longer permit a distinction between public and private events nor between for-profit and non-profit entities.

Section 2. Off Duty Office

The City shall establish an office under the Chief staffed with a minimum in rank of one Sergeant, sworn support

personnel, on-duty transportation and office equipment necessary to handle requests of officers to work at City facilities. Such office shall be located in the Convention Center complex. Office space only, without additional staffing, shall be provided at the Alamodome.

Section 3. Use of Sworn Personnel at City Facilities.

A. The City shall utilize only sworn officers for the purposes of providing security, crowd control, and other police-related activities at all City facilities. This shall not include ticket takers, badge checkers, or individuals whose duty is to enforce house rules. The Association recognizes that the City has legitimate reasons to work with performers or entertainer's special security needs. The City shall include in every contract for the use of City facilities that any vendor or lessee using said facility shall use only sworn officers procured through the off-duty employment office for security, crowd control and other police-related activities while using the facility, and that number of officers determined to be necessary by the off-duty employment office shall be paid by the vendor or lessee.

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

(1) The Convention Center Exhibit Halls and Banquet Halls or future expansions
(2) The Lila Cockrell Theater
(3) Market Square
(4) Market Square's Centro de Artes Ballroom; Fiesta Room; and Farmers Market
(5) La Villita
(6) The Alamodome
(7) Municipal Auditorium

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

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

D. The City agrees to pay officers who work any Fiesta events and related activities in an off-duty capacity at double their base pay plus longevity. The City agrees to maximize the use of off-duty personnel who have signed up on the volunteer roster, and to minimize the use of on-duty personnel, subject to the other provisions herein. Fiesta activities and events will be those that are defined in the Official Fiesta Calendar published each year by the City and the Fiesta Commission. Events such as basketball games, concerts, or trade shows unrelated to Fiesta during the calendar days of Fiesta shall be paid at the regular overtime rate unless insufficient volunteers sign up for such events, then all volunteers whether or not from Fiesta volunteer roster shall receive Fiesta pay. Easter Sunday will not be covered under this Section but is covered under Article 20, Holidays, Section 1.

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

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

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

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

I. Section 7(p)(1) of the Fair Labor Standards Act makes special provisions for officers of public agencies that, at their own option, perform off-duty employment. This FLSA section provides that the City may facilitate the employment or affect the conditions of the officer's off-duty employment. Additionally, the City may keep a roster and select from the roster, negotiate the officers pay, retain a fee for administrative expenses, require the individuals who are hiring the officers to pay the costs directly to the City and establish procedures for the officers to receive their pay, and require officers to observe normal standards of conduct during their off-duty employment and enforce such requirements through disciplinary action.

Since the off-duty employment provision was placed into the Agreement in 1988, the City and the Association have worked together to assure compliance. The Agreement of 1988 established an off-duty employment office and established off-duty compensation at the rate of 1.5 times an officers overtime rate in accordance with the officer's rank. This was renegotiated in 1994 and reduced to 1.2 times the straight time for an officer at Step C. Additionally in 1994, the City agreed to provide officers the opportunity to take compensatory time instead of pay for off-duty purposes. This was considered a pass through of the pay benefit and was not intended or designed to impugn the separate and independent employer relationship outlined in Section 7. This Agreement removes the compensatory time payment allowance to eliminate any challenge to that relationship. In furtherance of the Agreements, the City has paid officers in the rare instances where vendors did not pay. This was considered an important benefit to officers and not designed or intended to alter the separate and independent status of outside interests utilizing city facilities. The City and the Association have a continued relationship within the scope of the Agreement that allows the City to negotiate officer pay rates and conditions of off-duty employment while maintaining a separate and independent status from the individuals contracting to utilize city facilities and off-duty police officers.

J. Officers participating in the off-duty employment opportunities provided through this Agreement are working off-duty for the lessees of city facilities and not for the City or the Department. In the event of any ruling or holding by a Court or any determination by the Department of Labor that non-payment by vendors makes the City liable for FLSA overtime as the employer of officers, the City may require that officers sign an agreement agreeing to look solely to the vendor for payment; provided, however, that the City will implement reasonable practices for collection of accounts in order to achieve collection of such amounts in a commercially reasonable manner.

K. In the event of any ruling or holding by a Court or any determination by the Department of Labor that results in altering or changing the benefits provided by this Agreement under this Article or challenges the ability of the City to determine compensation under this Article, the Association agrees that the City shall not be subject to provide additional wages, compensation, or incentives of any kind beyond that which is specified in this Article for purpose of off-duty employment at city facilities. To assure this outcome, the City and the Association agree to meet within 10 days of the ruling, holding, or determination in an effort to resolve any conflicts with this Agreement. In the event that a compromise cannot be reached within the 10 day window period, the City and the Association will submit all unresolved issues within 30 days before a neutral arbitrator selected by the parties. If the parties are unable to agree on an arbitrator, the parties will each submit the name of a qualified neutral person with DOL, judicial, or litigation experience in overtime and FLSA compliance in matters involving law enforcement officers. The two neutrals will select a third qualified neutral with the same experience who shall serve as the chairman of the arbitration panel. The dispute shall be submitted to the arbitration panel within 10 days of their appointment. The hearing shall be conducted under Rules 5-10 of the Expedited Labor Arbitration Rules appended hereto as Attachment 1. The arbitration panel shall determine a decision within 30-days of their appointment. The arbitration panel's authority is limited to all claims or issues under this section, however under no case shall the arbitration panel issue a ruling that has the effect of changing compensation rates provided by this section. The

decision shall be final and binding on all parties, and this process shall be exclusive for all claims or issues relating to the ruling, holding or determination which initiates the process. Officers seeking redress for off-duty employment grievances not relating to such issues shall do so on an individual basis and in accordance with the Grievance procedure of this Agreement.

L. Officers shall be paid, in addition to the compensation for hours worked for lessees using City facilities, the City "special event" parking rate, which shall be an additional cost charged to the lessee as a part of total officer security costs. This parking reimbursement shall be paid for one parking rate per day.

ARTICLE 15
Grievance Procedure

Section 1. Scope of Procedure.

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this collective bargaining Agreement shall be subject to this grievance procedure. Disciplinary matters which are subject to the jurisdiction of the Commission pursuant to Chapter 143 Local Government Code are not subject to this procedure but are covered in Article 27 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 officer 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 4., Section 2(F), of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the officer to submit such issue(s) to the grievance procedure.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the officer 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 officer 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 officer's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor will render a decision within three (3) working days.

Step 2. If the grievance is not resolved at Step 1, the officer 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 officer's signature. The intermediate supervisor shall respond to the officer'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 officer to the Division Head within five (5) working days of the decision of the intermediate supervisor. The Division Head shall meet with the grievant in an effort to resolve the grievance if the grievant makes such a written request and shall render a decision in writing within fifteen (15) 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 may appoint one (1) non-voting member of the committee. The committee may exclude the Chief's appointed member from deliberations. The grievance committee shall meet and render its decision within twenty (20) working days of the Step 3 ruling, including presentation of the grievance at Step 5, if such be the committee's determination. If the Association exercises this right, the Chief of Police shall be entitled to exclude Association representatives from any administrative meeting, procedure, or process, where their presence or participation has been allowed, notwithstanding the provisions of Article 8.

In the event that the grievance committee decides that a grievance exists, the Association, representing the aggrieved officer, 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) working 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 Human Resources Director within five (5) working days from the decision at Step 5.

The Human Resources Director shall within three (3) working days submit the matter to the City Manager who shall review the matter and shall render a decision in writing within ten (10) working days. The Human Resources Director 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) working days.
If the grievance has not been settled at Step 6, the parties shall have five (5) working days from the date the Budget and Employee Services Director notified the President and/or grievance committee chairman of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Human Resources Director. 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) working 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) calendar days of the officer's actual or constructive knowledge of the occurrence or event causing the problem.

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

With the exception of all grievances filed prior to the date of the execution of this Agreement, if at Step 2 or Step 3, it is determined by the responder that the current grievance or an issue of the current grievance has already been addressed and resolved in a previous grievance or arbitrator's ruling, the responder may forward the previously resolved grievance or arbitrator's ruling to the Grievance Committee without further response. Taking into consideration the previously resolved grievance or arbitrator's ruling, the Grievance Committee will review the current grievance within sixty (60) calendar days from the city's response and if it is determined that specifics which are material to the current grievance were not addressed by the previously resolved grievance or arbitrator's ruling, the current grievance will be returned to the appropriate Step and the process continued from the date forwarded to the Grievance Committee for review. If the current grievance, or an issue of the current grievance, is determined by the Grievance Committee to have been previously resolved, the current grievance, or the issue of the current grievance, will be deemed as denied by the Grievance Committee and the grievant will be bound by the previous resolution.

With the exception of all grievances filed prior to the date of execution of this Agreement, if a grievance has not been finally resolved within three hundred and sixty five (365) calendar days from the date of appeal to arbitration, and no mutually agreed time extensions exist or are requested by either party to the grievance, the grievance will be deemed to have expired. Grievance extensions will not be unreasonably denied under this paragraph.

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.
Upon written request delivered at least three (3) working days prior to the date of the hearing, a party to the proceeding shall provide to the opposing party the names and addresses 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 parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within three (3) working 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, consistent with, but not bound by, the 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 requested within three (3) working days prior to the hearing.

The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association.

The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

ARTICLE 16
Wages

Section 1. Wage Schedule.

A. Police Officer Rank Step Schedule.

Wages shall be paid in accordance with the schedule outlined in Attachment No. 2, and incorporated herein. Upon successful completion of thirty (30) weeks, an officer becomes a Police Officer, Class 600, Step A, and shall be entitled to all pay and benefits of that class. A Police Officer shall serve one (1) year in Step A and then will be moved to Step B of the pay schedule, upon completion of the education requirements contained in Article 31, Section 2. Upon completion of five (5) years of commissioned service, an officer is moved from Step B of the pay schedule to Step C.

Police Officers with at least ten (10) years seniority in rank and forty (40) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step D which shall be two percent (2%) increase above a Step C.

Police Officers with at least fifteen (15) years seniority in rank and sixty (60) accredited college hours or twenty (20) years seniority in rank shall be eligible for Step E which shall be two percent (2%) increase above a Step D.

B. Detective Rank Step Schedule.

Detectives with at least five (5) years seniority in rank and forty (40) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be three percent (3%) increase above Step A, i.e., entry level into the Detective rank.

Detectives with at least ten (10) years' seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step C that shall be three percent (3) increase above Step B.

C. Sergeant Rank Step Schedule.

Sergeants with at least five (5) years seniority in rank and sixty (60) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Sergeant rank.

D. Lieutenant Rank Step Schedule.

Lieutenants with at least five (5) years seniority in rank and sixty (60) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Lieutenant rank.

E. Captain Rank Step Schedule

Captains with at least five (5) years seniority in rank and a Bachelors degree or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Captain rank.

Section 2. Pyramiding.

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

Section 3. Shift Differential Pay.

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

B. Only officers permanently assigned to or on Special Assignment approved through the offices of Division Commanders to begin work after 12:00 p.m. shall receive shift differential pay. Officers on special assignment must work an applicable shift for eighty (80) hours or more of any calendar month to be entitled to differential pay for that assignment for the full month.

C. Officers who are permanently assigned to begin work after 12:00 p.m. and who by assignment have the discretion in their working hours must work an applicable shift for eighty (80) hours or more of any calendar month to be entitled to differential pay for that assignment for the full month.

Section 4. Longevity Pay.

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

Section 5. Standby Pay

All qualified officers assigned to the S.W.A.T., including S.W.A.T. alternates, K-9, Bomb, and Crisis Negotiating

teams shall receive One Hundred Fifty-Seven Dollars ($157.00) per month standby pay during each month of active assignment. All officers assigned to the K-9 Detail shall receive three (3) hours of overtime compensation per workweek. Such overtime compensation shall be provided for the housing and feeding of assigned canines.

Section 6. Language Skills Pay.

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

Section 7. Helicopter Assignment Pay.

All officers who are assigned to the Blue E.A.G.L.E. helicopter unit shall be compensated at One Hundred Fifty-Seven Dollars ($157.00) per month of active assignment. The City shall pay the costs of all required training and seminars needed to maintain the officer's flight eligibility, certifications and licensing.

Section 8. Volunteers in Policing.

Effective November 1, 2003, officers (not to exceed the rank of sergeant) assigned, as Volunteers in Policing coordinators, up to a maximum of seven (7), shall receive One Hundred Fifty-Seven Dollars ($157.00) per month for each month of active assignment. The Chief may at his discretion cancel (or reactivate) the Volunteers in Policing assignment pay at any station should the number of civilian volunteers actively participating in the program drop to a number no longer justifying the Volunteers in Policing assignment pay.

Section 9. Overtime, Regular Rate, and other Pay Calculations

A. Overtime, pension, Fiesta pay, court and call-back pay, holiday pay, longevity, education, shift differential, FTO, incentive pay i.e. SWAT, helicopter, VIP, crisis negotiation, K-9, instructors and bomb tech, certification pay and language skills pay will be paid in accordance with this Agreement and past practice.

B. The Association agrees that, for the term of this agreement (including any extension period), all past pay practices under the terms "regular rate of pay," "rate of pay," or "regular pay" in the previous agreement, including those which have been calculated and paid based on base pay or base pay plus longevity (examples below) are deemed as proper pay practices under the prior agreement and will remain proper under this agreement. Should any grievance contesting the definition or calculation of pay or "regular rate of pay" be filed after August 1, 2003, contesting such "regular rate of pay" issues, it is the position of the Association that said grievance is without merit and will be immediately resolved in accordance with the agreed and accepted past pay practice. This provision is intended to assure that the City will have no such retroactive liability for such pay practices, and has been relied upon by the City in accepting and approving this agreement. This agreed condition is essential to this agreement.

C. Therefore, in the event of any successful officer(s) claims, by grievance or lawsuit, under the terms "regular rate of pay," "rate of pay," or "regular pay'" the Association agrees to share in the liability by special assessment and pay for such claims at the ratio of 50% Association, 50% City. To the extent that any such matters are asserted by suit, the Association shall provide and pay for cooperating joint defense counsel, or pay 50% of the City's cost of defense.

D. Notwithstanding this agreement the City and the Association agree that "regular rate of pay" is negotiable, and that during the next contract negotiations between the parties, the way pay is calculated for longevity, Fiesta Pay, and court and call back pay will be subject to the negotiation process.

E. In accordance with arbitration rulings, sick leave buy back and sick leave upon separation pay shall be calculated to include all incentives as used in that calculation for an individual officer. For purposes of Section 9 of this Article, incentives are defined as those pay additions that apply to an individual officer. This would include but not be limited to the various assignments pays such as FTO, SWAT, helicopter, SAFFE, and VIP. Also included

would be any applicable educational pay, shift differential pay, language skills pay, and certification pay.

F. Should this Agreement create any new pay categories, such categories shall be included for overtime, pension, and leave upon separation computation unless specifically excluded by wording within the applicable section.

G. This section does not have the effect of altering the duty to pay overtime when required by the FLSA at 1.5 times the "regular rate of pay" as defined by federal law; the parties recognize, however, that this agreement, portions of which predate the FLSA, has not used the term "regular rate of pay" in the manner defined by the statute.

H. The computation for the calculation of longevity pay will be base pay at the officer's appropriate step multiplied by the percentage increase of the officer's longevity position plus $8 for each additional year up to a maximum of 4 years.

5 years	3%
10 years	6%
15 years	9%
20 years	12%
25 years	15%
30 years	18%

I. Pay Examples

Longevity: A 22-year patrol officer in step E would make $3,985 for base pay times 12% for longevity plus an additional sixteen dollars total for years 21 and 22. (($3,985 * .12)+16 = $494.20)

Fiesta Pay shall be double time: Base plus longevity times two (2)

All Past Pay Practices in relation to Court and Call-Back shall continue.
Court and Call back shall continue to be paid at one and one-half (1.5) x "regular rate of pay" for actual time worked. However, Court and Call back shall never be paid in an amount less than 3 hours x 1.5 x base pay plus longevity. The officer will be given whichever amount of pay is higher but not both.

All Past Pay Practices in relation to Holiday Pay shall continue until January 1, 2006 (See Below).
Holiday Pay shall continue to be double time for non-premium days at base plus longevity times two (2) and for premium holidays at base plus longevity times double time and one half (2.5). On January 1st 2006, the Holiday and Premium Holiday rate of pay shall be increased to be paid as follows: Holiday pay shall begin to be compensated at the regular rate of pay (inclusive of all the subject officer's incentives or add-on pays) times double (2) time (on regular holiday) or double time and one half (2.5) (on premium holiday) depending on which type of Holiday worked. This is inclusive of all incentive pays for calculation of regular rate of pay for this article.

EXAMPLE: On January 1, 2004, a step E patrol officer making $3,985 per month base with 20 years would receive $478.20 per month in longevity. $3,985 + $478.20 = $4,463.20 per month times 12 months = $53,558.40 divided by 2080 hours worked per year = $25.75 per hour.

In this example for a premium holiday, the officer would receive 20 hours (8 hrs. X 2.5 rate) compensation for an 8 hour day. (20 X $25.75 = $515.00)

AFTER January 1st, 2006, a similar step E patrol officer on dogwatch with a Bachelors degree making $4,279 per month base with 20 years would receive $513.48 per month in longevity. He will receive $350 per month for shift-differential and $300 per month for a Bachelors degree. $4,279 + $513.48 + $350 +$300 = $5,442.48 per month times 12 months = $65,309.76 divided by 2080 hours worked per year = $31.40 per hour.

In this example for a premium holiday, the officer would receive 20 hours (8 hrs. X 2.5 rate) compensation for an 8 hour day. (20 X $31.40 = $628.00)

ARTICLE 17
Death in Family Leave

In the event of a death in the immediate family of an officer, the officer shall be granted consecutive working days off with pay according to the following schedule:

Officers working a five-day forty hour week, will be granted four (4) consecutive working days off.
Officers working a four-day forty hour week, will be granted three (3) consecutive working days off.

The immediate family shall be defined as mother, father, legal spouse, child, brother, sister, half-siblings, grandparents, great-grandparents, mother-in-law, father-in-law, grandchildren, step-parent, step-children and other members of the immediate household residing with the officer.

Unless exclusive permission is received from the Chief of Police, the working days as outlined by this Section shall be taken within fourteen (14) calendar days from the date of the death of the family member.

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

In the case of a death of friends or relatives outside the immediate family, or if an officer wishes to perform service as a pallbearer, an officer may request other types of accrued leave. The leave must be approved in advance by the officer's supervisor.

ARTICLE 18
Court and Call-Back Pay

Section 1. "Call back" as used in this Article means an officer having been released from duty for fifteen (15) or more minutes and called back to report to duty by an appropriate supervisor or authority. Officers failing to complete assigned duties and/or tasks within their assigned tour of duty and are called back or held over to complete the assigned duties and/or tasks within fifteen (15) minutes from being released from duty are not subject to "call-back" as outlined in this Article. Additionally, officers who voluntarily report to duty prior to roll call and are ordered to perform a duty and/or task are not subject to "call-back" as provided in this Article. However, officers may submit for time and a half (1-1/2) overtime extending from the end of their tour of duty until such time the assignment has been completed (including court time) and they are released by the appropriate supervisor or from the time they are ordered to perform a duty and/or task upon reporting early to work until the beginning of the tour of duty.

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

A. District Courts.
B. County Courts-at-Law.
C. Grand Juries.
D. Justice of the Peace Courts.
E. Municipal Courts.
F. Civil Service Commission or Arbitration Hearing (when officer is subpoenaed by the City).
G. Texas Alcoholic Beverage Commission hearings.
H. Federal Court.
I. Administrative License revocation Hearings (ALR).
J. Pre trial conferences.

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

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

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

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

C. Officers who are notified by court liaison to appear in court and are subsequently canceled by a proper authority will receive the following:

1. If canceled after 4:30 p.m. of the day before the assigned court appearance date, compensation will be paid according to Section 2, A or B above.

2. If canceled upon arrival at the assigned court, Section 1 of this Article applies.

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 as in Section 2 above, for each successive day on standby at the applicable rate. Approval for standby for more than three (3) days must be received from the Court Liaison prior to being on standby.

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

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

ARTICLE 19
Clothing Allowance

The clothing allowance shall be $480.00 per year, payable monthly at $40.00 per month. In addition, each new officer shall receive an initial clothing allowance of $480.00.

ARTICLE 20
Holidays

Section 1. Holiday Accrual

Each officer shall be credited with one day of accrued holiday leave for each holiday adopted by the City Council for each year. Any officer whose start time for the work shift is on a premium holiday shall receive regular pay plus one and one-half times their base pay plus longevity (with the accrued holiday plus 1/2 time in pay or compensation time, or without the accrued holiday in pay or compensatory time, at the officer's discretion). Any overtime accrued in excess of the officer's regular duty hours, during the premium holiday, shall be at one and one half (1 ½) times their base pay plus longevity (in pay or in compensatory time at the officer's discretion).
Premium Holidays include:

1. New Year's Day,
2. Easter Sunday,
3. Independence Day,
4. Thanksgiving Day,
5. Christmas Eve Day,
6. Christmas Day,
7. New Year's Eve Day (Effective October 1, 2003)

Section 2. Hours of Holiday

For purposes of this Article, holiday pay and premium holiday pay shall be paid to the officer if the start time for the officer's work shift begins during the holiday or premium holiday. The payment of holiday and premium holiday pay will increase on January 1, 2006 and be paid according to Article 16.

Section 3. Staffing of Holidays

The Chief has sole discretion to staff the Department on scheduled City holidays in accordance with Article 7, Section 1(A), of this Agreement. Such assignments are not subject to grievance or arbitration procedures. Any decrease in staffing on these days will be done by reverse seniority within the details of the unit. Article 12, Seniority, Section 2, applies to this section in that no junior officer will be bumped out of working a premium holiday, if the senior officer has not been assigned to the section, unit, or detail six months prior to the premium holiday.

ARTICLE 21
Vacations

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

Completed Years of Service	Vacation Time
1 through 10	124 working hours (15.5 days)
11 through 15	164 working hours (20.5 days)
16 & Over	204 working hours (25.5 days)

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

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

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

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

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

ARTICLE 22
Miscellaneous Leave Provisions

Section 1. Leave Policies.

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

Section 2. Leave Pay Upon Separation.

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

Section 3. Sick Leave Buy Back.

The City will buy back or convert either in "pay" or in "other forms of leave," at the officer's discretion up to ten (10) unused sick leave days for the preceding year (October 1 to September 30) on a one-for-one basis provided that the officer requests same in writing on a form provided by the City by the end of the first pay period in October; and the officer has a balance after the buy back of not less than fifty (50) accumulated sick days. In addition, the City will buy back or convert either in "pay" or in "other forms of leave," at the officer's discretion up to five (5) remaining unused sick leave days for the preceding year (October 1 to September 30) on a two-for-one basis, provided that the officer requests same in writing, on a form provided by the City, by the end of the first pay period in October; and the officer has a balance after the buy back of not less than fifty (50) accumulated sick days. Sick leave buy back will be paid at the regular rate of pay which includes the incentive pays used in overtime calculations.

For the purposes of this section, "other forms of leave" shall not include Bonus Leave days.

The City shall distribute funds in cash or as other forms of leave. The City agrees to allow officers to adjust their paycheck the pay period before or after the sale of sick leave days in order for the officer to make contributions to their deferred compensation plan.

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

Section 4. Bonus Days Leave.

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

A day as used in this Section of this Article shall equate to eight (8) hours, regardless of the number of hours in an officer's daily work schedule. An officer may accumulate no more than 400 hours of perfect attendance bonus day time. This increase shall be effective January 1st, 2004.

In the event that an officer has reached the maximum number of Bonus Days that may be accrued, the excess Bonus Days may be converted to vacation leave or holiday leave at the discretion of the officer.

Section 5. Compensatory Time Accrual.

Each officer may accumulate 480 hours of compensatory time.

Section 6. Holiday Leave Accrual.

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

Section 7. Leave Conversion

For purpose of clarification only, the following chart details the type of leave and what amounts over the accumulated maximum may be converted into at the discretion of the officer. Officers who have maximum accumulation in leave accrual that cannot be converted into other categories because of maximum accumulation in those categories are subject to Section 8 of this Article.

Holiday (320 maximum hours) into Vacation
Vacation (720 maximum hours) into Holiday
Bonus Day (400 maximum hours) into Vacation/Holiday
Sick (1:1) (as applicable per Section 3 above) into Compensatory Time/Holiday/Vacation

Officers who as per Section 3 above and who have a remaining total of ninety (90) or more sick days after the sale or conversion on a 1:1 basis, may at the discretion of the officer convert up to the five (5) remaining sick days accumulated during the annual period at 2:1. Officers who desire to convert sick time to compensatory time may convert only up to the maximum 480 hours of compensatory time.

Section 8. Savings Clause.

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

Section 9. Injury-on-Duty Leave.

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

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

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

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

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

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

Section 10. Jury Duty.

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

Section 11. Sick Leave Pool.

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

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

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

Any officer not currently a member of the sick leave pool, as outlined by this Article, shall be given a two (2) week grace period to enter into this sick pool. Officers entering the program under this grace period will be required to forfeit eleven (11) days of accumulated sick leave to the pool prior to entry. The beginning and ending date of the grace period will be mutually agreed to by the Chief and the President of the Association within ninety (90) calendar days after this Agreement is executed.

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

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

The Chief of Police will select one sergeant, one detective and one patrol officer. The Association President will select one detective and two patrol officers. In cases where an officer applies for sick leave pool benefits and holds a rank higher than sergeant, the Chief and President of the Association will each appoint one person of rank equal to or higher than held by the requesting officer.

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

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

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

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

C. Pool days may not be used for injuries or illnesses sustained in the line of duty.

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

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

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

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

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

Section 12. Leaves of Absence.

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

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

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

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

emergency for the duration of the emergency.

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

ARTICLE 23
Working in a Higher Classification

Section 1. Definitions

"Vacancy" is an encumbered position that is not currently filled.

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

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

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

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

Section 2. Acting in a Higher Position

When a absence occurs in the positions of Sergeant, Lieutenant, Captain, Deputy Chief or Assistant Chief, and said absence continues from day to day for a period in excess of fourteen (14) calendar days, the Chief shall assign an officer to act in the capacity of the absent position. If it be determined that an absence will continue in excess of fourteen (14) calendar days, and said position is determined by the Chief to be of critical importance, he may, at his sole discretion, fill said absence by appointing from the first day of absence. If another officer of the equivalent or higher rank is in a position to assume the responsibilities of the absent officer's position, then the Chief is not required to assign an officer to such position. During service in the acting capacity, the officer, so assigned, shall be compensated at the base salary of the higher position, plus his or her own longevity or seniority pay beginning on the date of such acting assignment by the Chief. Excepted from this provision is any absence created by operation of Article 3 of this agreement.

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

Section 3. Temporary Investigative/Undercover Assignment

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

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

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

Section 4. Exceptions and Grievability

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

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

Section 5. General

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

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

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

ARTICLE 24
Initial Probationary Period

Section 1. Police Cadet

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

Section2. Police Initial Probationary Period.

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

Section3. Special Assignment.

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

Section4. Non-Supplanting.

In no event shall probationary patrol officers supplant assigned positions or relief days. Probationary officers may only assume the Field Training Officer's relief days while actually riding with the Field Training Officer or temporary RD's as assigned by the Patrol Assignment Coordinator for training and review procedures.

Section5. Probationary Dismissal.

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

Section6. Probationary Direct Deposit.

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

ARTICLE 25
Field Training Officers

Section 1. Field Training Officer Program.

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

Section 2. FTO Minimum Requirements.

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

Section 3. Hours and Assignment, Emblem, and Voluntary Service.

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

Section 4. FTO Coordinator.

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

Section 5. Field Training Officer Pay.

All officers permanently assigned to the FTO program, including the Coordinator, shall receive a $265.00 per month pay supplement, in lieu of any compensatory time as previously provided.

ARTICLE 26
Promotional Probationary Period

Section 1. There shall be a six (6) month probationary period for all civil service promotional ranks commencing the date the officer is actually promoted. Salary, benefits and seniority within the promotional rank commences the date the officer was eligible for the promotion pursuant to this Agreement and Chapter 143. During the promotional probationary period, an officer may be demoted by the Chief to the rank from which he was promoted on the basis of the officer's inefficiency, incompetence, or inability to supervise.

Section 2. In the event that an officer is demoted under Section 1 above, said officer may file a grievance pursuant to the grievance procedure in this Agreement. If the grievance proceeds to Section 4 of the grievance procedure, the officer shall only raise to the arbitrator the issue of whether or not the officer was demoted for some reasons other than inefficiency, incompetency, or inability to supervise. The burden of proof shall be on the officer 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 officer to the promotional rank from which the officer was demoted.

Section 3. Upon demotion while holding a probationary promotion, an officer 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 officer would have been automatically entitled had the officer continuously remained in said competitive rank.

ARTICLE 27
Disciplinary Actions

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

Section 2. Prior to any such disciplinary action, the officer shall be given notice of contemplated disciplinary action by personal service, stating the action or actions contemplated and the reasons therefor, and notifying the officer that he may rebut the charges to the Chief, either orally, or in writing, within five (5) working days. If the Chief should be unable to secure personal service after due diligence, service may be made by placing the notice in the mail addressed to the officer'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.

Section 3. After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend, or indefinitely suspend an officer by personal service on the officer 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 officer'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. Service of notice in accordance with this section shall constitute suspension or other disciplinary action for purposes of adherence to any contractual or statutory limitations period. A copy of such statement shall be promptly filed with the Human Resources Director of the City.

Section 4. The written statement shall point out the particular rule or rules alleged to have been violated by the officer and the specific act or acts alleged to be in violation. In the event of demotion, suspension, or indefinite suspension, the statement informing the officer of disciplinary action and the reason(s) therefor shall also inform the officer that an appeal may be had by filing same in writing with the Human Resources Director, within ten (10) calendar days after receipt of said written statement, or, if alternate service is had as provided herein, within ten (10) calendar days from service upon the Association.

Section 5. For the purposes of this Article, the term arbitrator shall mean the same as a third-party hearing

examiner as referred to in Chapter 143 Local Government Code. Appeal from demotion, suspension or indefinite suspension shall be decided by one arbitrator, selected according to this agreement. Upon receiving an appeal from the officer, the Human Resources Director shall act immediately to notify the Association, the Chief, and the City Manager of the appeal.

Section 6. If the appeal is for arbitration, the officer and the Human Resources Director (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) working 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 fifteen (15) 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 sixty (60) calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods 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) calendar days from his selection, and if the parties cannot agree upon a substitute within one (1) work 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 arbitrator shall make an award within thirty (30) calendar days of the close of evidence or after receipt of brief's if any in standard arbitration hearings, and within five (5) working 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 such time as is agreed to by the parties, or as directed by the arbitrator.

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 written request delivered at least three (3) working days prior to the date of the hearing, a party to the proceeding shall provide to the opposing party the names and addresses 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 parties, in writing, may request discovery from each other concerning the case. Should the opposing party not agree to provide the requested information within three (3) working 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, consistent with, but not bound by, the 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 requested within three (3) working days prior to the hearing.

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

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

D. 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.

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

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

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

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

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

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

Section 16. Notwithstanding any other provision of this Agreement, the Chief shall have authority to temporarily suspend an officer for a period of not less than thirty (30) calendar days nor more than ninety (90) calendar days, where the officer agrees to the suspension in writing. The officer shall have no right to appeal such agreed suspension, and no administrative or judicial body shall have power to review such a suspension or alter the terms of the Agreement.

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

Section 18. Officers suspended up to a maximum of forty-five (45) working days may, at the Chief's discretion, forfeit either accumulated compensatory time, vacation, bonus time or holiday leave equal to the suspension. Approval of forfeiting time by the Chief shall not be unreasonably withheld and may only be denied because of a consistent overall pattern of substandard performance. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he wishes to forfeit accumulated leave or exercise his appeal rights pursuant to Chapter 143 Local Government Code or the Grievance and Arbitration Procedures of this Agreement. The provisions of this Article shall apply solely to suspensions which are agreed to by the officer, and no appeal to the Commission or to arbitration may be instituted on suspensions where the officer has forfeited accumulated compensatory, vacation, bonus time or holiday leave pursuant to the terms of this Article.

Section 19. Except as provided in this section of this Article, the Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences earlier than the 180th calendar day immediately preceding the date on which the Chief suspends the officer. The Chief may introduce evidence or otherwise complain of any felony Penal Code violation or a felony violation of the Controlled Substance Act committed by an officer so long as the evidence or complaint is filed within 180 days of the Department's first

knowledge of the act. Provided however, that the statute of limitation for criminal judicial action against the officer involved has not expired. This amendment language shall not be applied retroactively. Only upon written notice in the original written statement of the Chief may any act or occurrence be admissible in a disciplinary hearing in accordance with this section. Solely to aid the Commission or arbitrator in the assessment of appropriate discipline and not to prove a charge of a violation of Civil Service Rules or for any other purpose, the Chief and the City may introduce evidence of prior disciplinary actions which have not been set aside on appeal as follows:

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

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

C. Where the Chief's original written charges allege acts of incompetence, all prior discipline for acts of incompetence may be introduced by the Chief or the City so long as adequate records are maintained in accordance with Section 20 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 20 below, at the time of the act for which discipline was assessed.

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

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

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

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

ARTICLE 28
Internal Security Interview Procedure

Section 1. Internal Investigations.

This procedure shall apply to all non-criminal investigations of misconduct by officers.

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

B. The officer 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 interview. If an officer is directed to leave his post

and report for interview to another command, the officer's assigned command shall be promptly notified of the officer's whereabouts.

C. The officer under investigation shall be informed forty-eight (48) hours prior to being interrogated or asked to otherwise respond to an investigation of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The officer shall be allowed to review but not copy verbatim or photocopy any complaints, affidavits, or other written statements, which have been gathered as part of the administrative investigation. The officer shall not release the provided information to any person other than his attorney or representative.

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

E. The officer 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 officer under investigation that this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

F. In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in any disciplinary action, the officer under investigation shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing or a representative of the Association before being interviewed. An attorney of his own choosing or a representative may be present during the interview. A representative may not be a police officer who is related to the respondent, or a supervisor with involvement in the incident being investigated. Such representative may not participate in the interview except to counsel the officer, or to assert any rights afforded to the officer under this article in a manner which does not impair the ability of the investigator to conduct the interview and obtain information directly from the officer. At any time during the interview the officer under investigation may request to consult with his attorney or representative in private, prior to continuing the interview, provided that the investigator may impose reasonable limits on such conferences in order to complete a meaningful investigative interview and to obtain a written statement or response from the officer in the officer's own words.

G. If an officer is or maybe likely to be placed under arrest, that is if the officer under investigation is a suspect or the target of a criminal investigation, the officer shall be given his rights pursuant to the Miranda Decision. Nothing in this subsection shall be construed to limit the authority of the Chief to conduct administrative investigations nor shall anything in this subsection be construed to relieve the officer of his obligation to fully cooperate with said investigations, to comply with the Rules and Regulations and Procedures of the San Antonio Police Department, or to provide thorough, complete and truthful responses to requests for written statements and written interrogatories in connection with said administrative investigations. In all investigations where the officer is subject to a companion or concurrent criminal investigation, the Department shall ensure that any officer's statement gathered as part of the administrative investigation shall not be released to the criminal investigating entity, except as required by a subpoena or required to be disclosed by law or Court decision.

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

I. The refusal by an officer to answer pertinent questions concerning any administrative matter may result in disciplinary action.

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

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

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

L. A polygraph examination may be required of an 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 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.

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

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

Section 2. Chief's Advisory Action Board.

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

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

B. Except as specifically provided for in this article, the Chief's Advisory Action Board (CAAB) will be conducted in accordance with the San Antonio Police Department's General Manual.

C. Citizen Advisory Action Board

1. This Board shall consist of two members sitting for each Board session. The members to serve at each meeting shall be selected on a rotating basis from a panel of six (6) citizens of San Antonio appointed as set forth below. The Chairman shall be entitled to alter the rotating list in order to coordinate the schedules of the participants. The Chairman may approve agendas for matters not involving the use of force, bodily injury, or unlawful search or seizure, in instances where workload for the Board makes it necessary, which do not require the attendance of the citizen Board members. The Chairman shall schedule any complaint for civilian member participation, upon request by the officer or the complainant; if it is reasonably possible to do so based on the workload and availability of civilian members. Notice shall be given to the President of the Association. It is understood and agreed that the civilian members shall, nevertheless, be required to hear the full range of disciplinary cases and controversies presented to the Board, in order to develop an accurate sense of context and fairness.

2. Members of the panel for the Citizen Advisory Action Board shall be selected by the City Council, which shall first nominate and submit to the association a list of not less than twenty-two (22), or more than thirty-three (33) individuals for service. The association, or its designated committee, shall have two (2) weeks to strike the list, approving at least eleven (11) individuals. Each party agrees that the selections and the final list shall be representative of the diversity of the community. From the remaining individuals, the City Council shall select the six (6) members to

serve on the panel. The City Council may select a new member to replace anyone removed from the panel by selecting from any remaining names on a list previously approved by the association, or by submitting eleven (11) names to the association, which shall have one-week to strike the list, approving at least three (3) individuals.

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

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

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

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

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

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

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

G. The Chairperson of the CAAB, on recommendation from any member of the CAAB may elect to hear testimony from complainants or defendants. Attendance to these boards meetings where testimony is requested are entirely voluntary and complainants or defendants may elect to remove themselves at any stage of the

questioning by either board without fear of reprisal. The Chairperson of the CAAB shall determine the manner in which all meetings shall be conducted and shall be the determining factor as to the hearing of testimony by any person.

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

I. Any matter which is brought before the CAAB, where a final ruling by the Chief of Police has occurred, the Chief of Police shall direct the Commander of the Professional Standards Section to notify the Complainant(s) and accused officer(s) as to the final disposition of the case within fifteen (15) working days.

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

Section 3. Chief's City Vehicle Accident Advisory Action Board

A. Effective with the execution of this Agreement, the Chief's Advisory Action Board as described in Section 2 of this Article will no longer review cases involving city motor vehicle accidents. All cases involving city motor vehicle accidents previously assigned to the Chief's Advisory Action Board will be assigned to the Chief's City Vehicle Accident Advisory Action Board in accordance with this section.

B. The City Vehicle Accident Advisory Action Board will consist of one (1) Captain, one (1) sergeant, one (1) detective investigator and two (2) patrol officers appointed by the Chief. The Captain shall serve as chairperson. Members shall serve from January through June or from July through December of each calendar year.

C. Except as specifically provided for in this Article, the Chief's City Vehicle Accident Advisory Action Board will be conducted in accordance with General Manual provisions and the Chief's Advisory Action Board outlined in this Article.

D. An officer will be retrained for an accumulation of points or the number of accidents within a two-year period at the Chief's discretion. The occurrence of two chargeable accidents within a two-year period will serve as a baseline for the Chief or the board to review individual cases and training needs. Ultimately, retraining will be determined on the basis of severity of the accidents, which may drastically differ from one case to another.

ARTICLE 29
Benefits

Section 1. Active Police Officer Health Benefits*

A. The City shall provide all active Police Officers who are eligible with family medical benefits and shall pay the full cost of said benefits as agreed upon herein. The minimum benefits provided are those as stated in the Master Contract Document for the City of San Antonio Uniform Employees and Uniform Prefund Retirees Health Benefit Program (hereinafter referred to as "Master Contract Document") which is attached hereto and incorporated herein as Attachment 6. . Provisions and benefits specified in the Master Contract Document shall not be reduced during the life of this Agreement; however, the City reserves the right to change carriers or plan administrators at any time at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this Agreement, a determination of what medical service is medically necessary for a particular patient or any reduction in the usual and customary allowable charge for that medical service will not be construed as a reduction in benefits; provided that the determination is made in

accordance with the procedures and criteria described in the Master Contract Document.

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

Section 2. Retired Police Officer Health Benefits

A. **Retiree Benefits.** The City shall also provide all retired Police Officers who are eligible with medical benefits. Retiree medical benefits shall be supplemental to Medicare benefits, only if the retiree is eligible for Medicare. Retirees shall not be required to purchase Medicare coverage if they have not qualified with the full 40 quarters for Medicare Part A. Upon reaching the age and established qualification criteria for Medicare eligibility, medical benefits under the Master Contract Document as primary coverage shall no longer be applicable, and medical benefits provided under the Master Contract Document shall convert to supplemental coverage only in accordance with the provisions set forth in the Master Contract Document. Once the retiree is eligible for Medicare, the retiree is required to apply for purchase and maintain Medicare Part B benefits. The benefits provided prior to Medicare eligibility are stated in the Master Contract Document.

Provisions and benefits specified in the Master Contract Document shall not be reduced during the life of this Agreement; however, the City reserves the right to change carriers or plan administrators at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this agreement, any reasonable determination of what medical service is medically necessary for a particular patient, or any reduction in the usual and customary allowable charge will not be construed as a reduction in benefits, provided that the determination is made in accordance with the procedures and criteria described in the Master Contract Document.

Police Officers who retired on or after October 1, 1989 and before July 1, 1995, who became eligible for retiree medical benefits under the terms of the Collective Bargaining Agreement executed June 1, 1995, between the City and Association shall continue to receive retiree medical benefits in accordance with that prior Collective Bargaining Agreement. Retiree medical benefits for Police Officers, who retire on or after July 2, 1995, shall be determined in accordance with collectively bargained agreements and the Master Contract Document between the City and the Association in effect when the service or treatment is provided.

B. 1. Contributions. The City has established a trust fund for prefunded retiree health care benefits for all eligible retired Police Officers (hereinafter referred to as "the Fund") and, along with the police officers has increased its contribution levels for the purpose of establishing an actuarially sound retiree health benefit fund, evaluated over thirty years. The parties agreed in principle in 1995 that once an actuarially sound fund was established by current contribution levels, the responsibility for future contributions (made necessary by changes in circumstances, the economy, and the medical care system) would be jointly shared by the parties, and would be quantified and allocated by negotiation in future agreements. The City and the Association agree that "jointly shared" shall be defined as sharing on a 1/3 police officer, 2/3 City total annual contribution amount necessary to satisfy the actuarial needs of the fund.

Until November 1, 2003, the City shall contribute to the Fund a monthly amount equal to 9.4% of base pay plus longevity of all eligible police officers. Until November 1, 2003, all eligible police officers shall continue to contribute to the Fund a monthly amount of $20.00 each and every month.

Effective November 1, 2003, the City will increase its contributions to the Fund by $20.00 per month based on the number of all eligible police officers.

Officers of the San Antonio Police Department will contribute total monthly amounts as follows into the Prefunded Retirement Health Care Fund: beginning November 1, 2003 – (an additional $20) $40; April 1, 2004 -(an additional $10) $50; October 1, 2004 - (an additional $10) $60; and April 1, 2005 -(an additional $10) $70..

B.2. Actuarial Study. The City and the Associations are conducting an actuarial study with a valuation

date of April 1, 2003. The City and the Associations (including the Local 624 IAFF) agree to conduct an additional actuarial study by March 31, 2005.The cost of the studies shall be paid by the City and deducted from its contribution to the Fund. The City and the Association may select any recognized actuarial firm with experience in handling self-funded municipal retiree health benefit programs.

The study shall evaluate the amount of monthly contributions necessary to provide benefits under the Fund and amortize the unfunded contingent liability up to a maximum of forty (40) years. The City and the Associations shall work with the Retiree Health Care Fund Board to obtain such accurate and complete information, as the actuary shall require. The assumptions utilized shall be determined by the actuary, provided that any material change in the assumptions shall be preceded by notice to the City and the Association, and an opportunity for input or conferences prior to completion of the study. Additionally, the City and the Associations shall provide written notice to the Retiree Health Care Fund Board of any meetings with the actuary to enable two (2) representatives of the Retiree Health Care Fund Board to attend.

The Association and City may request additional studies, revised assumptions, or develop scenarios, as it may deem necessary from the same firm, by paying for such additional services and deducting said amount from contributions to the fund. In the event that the March 31, 2005 study shows a higher contribution to be necessary (based on the actuarial computation of the normal cost for current employees, together with the additional amounts necessary to amortize the unfunded contingent liability up to a maximum of 40 years) The City and the Association agree to reopen negotiations to determine the contributions, if necessary, for the fiscal year commencing October 1, 2005. The City and SAPOA agree and acknowledge that the Retiree Health Care Fund is the responsibility of the City, police officers, and firefighters and all parties shall be present at any negotiations that occur on this topic in either collective bargaining process. Failure of either party to attend will not preclude the parties to continue negotiations. The City agrees to notify both Associations regarding these negotiations.

B. 3. Fact-finding Panel. The parties have agreed to utilize a fact-finding panel to determine the historic level of overall contributions by the officers and the City. The term "overall" shall mean the contributions, which have been made or agreed to be made since the beginning of the 1988 Collective Bargaining Agreement through the ending date of this Agreement, assuming contributions per its term. After October 1, 2004, the City and the Association shall contact, in writing, the Human Resources Director, who will request a list of seven (7) qualified neutrals experienced in retiree health care fund matters from the American Arbitration Association. The parties may mutually agree on the selection of a fact-finding panel of three (3). If they do not so agree, the parties shall alternately strike up to two (2) names each from the list of seven (7) qualified neutrals within twenty (20) calendar days after receipt of the list. The remaining three (3) names on the list shall comprise the fact-finding panel. The fact-finding panel shall be immediately notified of the collective sessions. The parties agree to commence fact-finding no later than forty-five (45) calendar days from selection of the panel.

The Association and the City will provide to the panel information to enable the panel to determine the past credits, allowances, and contributions from the Police Officers and City to the Fund. The panel must make a decision based on the contractual agreement and any bargaining history, which is necessary to address ambiguities and to determine concessions not reflected in the agreements. The panel may hear evidence and arguments on all theories of contribution or credit by either party, and shall determine which are relevant or meritorious.

B. 4. Panel Adjustment. The fact-finding process mentioned above in B. 3. may include the IAFF, Local 624, if they agree to reopen negotiations to participate. In such event, the Human Resources Director shall obtain a list of nine (9) qualified neutrals experienced in retiree health care fund matters from the American Arbitration Association, from which the City and each Association, respectively, may strike two (2) names from the list, resulting in a panel of three (3), and the process shall proceed in the same manner as described in B.3. above. A separate determination shall be made regarding the historic level of overall contributions by the firefighters and the City.

B.5. Contribution Adjustments. The City will seek to renegotiate the agreement with the San Antonio FireFighters, IAFF, Local 624, which became effective June 3, 2002 and will expire September 30, 2005,to increase contributions. If the firefighters are not willing to adjust the contributions as necessary, the City agrees to make up the contribution to the 9.4%, together with the lost investment return no later than twelve (12) months after the effective date of the next firefighter agreement.

It is understood and agreed, however, that the police officers shall have no duty or obligation to increase contributions as a result of any delay in increasing City or firefighter contributions under their separate Collective Bargaining Agreement.

C. Nothing herein shall prevent the parties from mutually agreeing to a new schedule of benefits based upon actuarial projections or agreeing to transfer to the PreFund Trust the obligation and responsibility of establishing and maintaining a schedule of benefits based upon actuarial projections. The Association has obtained this provision to meet and confer on the basis of its commitment and agreement that any change, by contract or legislation, which removes any control over contributions and/or benefit levels from the City and the Association shall be subject to collective bargaining. The City and the Association agree that the 1/3 police officer, 2/3 City funding ratio is in the best interest of both the City and the police officers. The City and the Association recognize 1% of the FY2006 base wage increase of 4% is attributable to the agreement by both parties defining "jointly shared" in Section 2.B.1. to mean 1/3 police officer, 2/3 City, in a manner comparable to the pension funding ratio. Any alternation of this definition as defined in 2.B.1 or ratio by future legislation, unless approved or endorsed by the City Council, which departs from or overrides the 1/3 police officer and 2/3's City total annual contribution will result in the discontinuation of that 1% of the base wage level. Both parties agree to work together, in any capacity necessary, to maintain the agreed upon ratio and definition of "jointly shared" and the 1% base wage increase.

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

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

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

Section 3. Retired Police Officers covered under this Agreement shall be granted the option of entering into or exiting from the flexible benefits program as provided for by the City to substitute for the basic program as outlined in Section 2 above. Said option must be exercised by the retired Police Officer during the City's re-enrollment period between the dates of October 1 and December 31 of each calendar year. Officers who retire from the San Antonio Police Department and who become employed by the City as a full time permanent civilian employee shall have the option of enrolling in the civilian flexible benefits program provided by the City as primary coverage at which time medical benefits provided under the Master Contract Document shall convert to secondary coverage in accordance with the provisions set forth in the Master Contract Document. A retired police officer may choose not to enroll in the civilian flexible benefits program in which case the medical benefits provided under the Master Contract Document shall be primary.

Section 4. Medical benefits provided for herein as to retirees and their spouses shall be supplemental to Medicare/Medicaid benefits. Once the spouse is individually eligible for Medicare, each such person is required to

apply for, purchase, and maintain Medicare benefits. Upon the death of a retiree police officer who became a police officer on or after October 1, 1988, the plan shall pay the applicable Part B Medicare premium for a surviving spouse until death or remarriage. The Plan Administrator may approve any alternate health care coverage provided by the spouse of a retired or deceased police officer, in lieu of Medicare coverage, to comply with this requirement. The health plan will serve as supplemental coverage as benefits or coverage levels not otherwise provided by Medicare, to the extent permitted by federal law.

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

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

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

Section 8. The City and the Association agree that no less than six months prior to the contractual reopener required in the fourth year of this Agreement, a committee will be jointly convened to discuss the feasibility of inclusion of Hearing Aids in the Master Health Document for officers retiring after October 1, 2003. Consideration will include, but not be limited to, inclusion as part of all benefits provided, inclusion as a separate individually costed benefit; requirements for eligibility; and number of aids provided within a designated year span.

Section 9. Health Benefits Re-opener - In an effort to coordinate the provisions outlined in this article with the scheduled collective bargaining cycle of the San Antonio Professional Firefighters' Association, due to begin prior to the expiration of the IAFF agreement in 2005, the City and the Association agree to reopen any portions of this Article during such negotiations in order to facilitate the development of a consistent approach and language in both agreements. The parties shall have the same statutory duty to bargain in good faith as to all issues which relate to the health and retirement health benefits under these agreements.

- **Amendments to the Master Contract Document**

A. **Federal Statutes.** In accordance with Number 4, Conformity with Federal Statutes, of Chapter 15, General Provisions, of the Master Contract Document, the Master Contract Document is hereby amended to incorporate:
   1. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended;
   2. The Mental Health Parity Act of 1996 (MHPA) as amended;
   3. The Newborns' and Mothers' Health Protection Act of 1996 (NMHPA) as amended; and
   4. The Women's Health and Cancer Rights Act of 1996 (WHCRA) as amended.

B. **Preventive Services**. Effective November 1, 2003, Number 19, Preventive services, of Chapter 4, Covered Medical Expenses, of the Master Contract Document is hereby revised to read follows:

19. Preventive services:
   (a) One routine pap smear (doctor's procedure charge, lab expenses and office visit) per calendar year for female covered persons;

(b) One routine mammogram per calendar year for female covered persons age thirty-five (35) and over;

(c) One (1) routine physical examination per calendar year for an **eligible employee only**.
  (1) If performed by the employee's own physician, covered services will be limited to a preventative medicine examination, blood chemistry profile, thyroid function (TSH), fecal occult blood, urinalysis, electrocardiogram, body fat measurement, health risk appraisal, stress and personality profile, and nutritional analysis, subject to the deductible and coinsurance as stated herein.
  (2) If performed at the Occupational health Clinic, at 401 West Commerce, the Plan will cover a complete blood count, cholesterol and glucose screening; blood pressure check; height and weight evaluation; and a health assessment questionnaire at 100%.

(d) A physical examination for the detection of prostate cancer and prostate-specific antigen test used for the detection of prostate cancer for each male enrolled in the Plan who is:
  (1) at least 50 years of age and asymptomatic; or
  (2) at least 40 years of age with a family history of prostate cancer or another prostate cancer risk factor.

C. Amendment or Termination of Plan. Number 2, Amendment or Termination of Plan, of Appendix A of Chapter 18, Appendices-Summary of Accident and Health Benefits, third paragraph, is hereby revised to change the date of the Collective Bargaining Agreement between the City and the San Antonio Police Officers Association from 1998-2002 to the effective date of this agreement, as agreed to the parties pursuant to Article 1. Duration.

D. **Prescription Drug Benefits.** The following prescription drug benefits shall become effective January 1, 2003, or at such time when the contract between the City and the San Antonio Police Officer's Association containing such provisions becomes effective, whichever is later:

*In Network Pharmacy***using prescription drug program:

Participant Co-payment	
Retail 30 day supply	
Generic	$ 0
Brand without Generic	20%
Brand with Generic	20%
Retail 90 day supply	
Generic	$ 0
Brand without Generic	20%
Brand with Generic	20%
Mail Order 90 day supply	
Generic	$ 0
Brand without Generic	20%
Brand with Generic	20%

In network co-payment applies to deductible and annual out-of-pocket
Out of Network Pharmacy or without utilization of prescription drug program:

Participant Co-payment	
Retail 30-day supply	
Generic	20% after CitiMed deductible***
Brand without Generic	40% after CitiMed deductible***
Brand with Generic	50% after CitiMed deductible***
Retail 90-day supply	
Generic	20% after CitiMed deductible***

Brand without Generic	40% after CitiMed deductible***
Brand with Generic	50% after CitiMed deductible***
Mail Order 90-day supply	
Generic	20% after Citimed deductible***
Brand without Generic	40% after Citimed deductible***
Brand with Generic	50% after Citimed deductible***

** Out of Area Benefit – Participants who live over 30 miles from a participating network pharmacy may submit Out of Network Pharmacy charges for reimbursement at a plan coverage and benefit level.

***This deductible is not an additional deductible. Out of network co-payment does not apply to annual out-of-pocket.

E. Effective November 1, 2003, Number 20 of Chapter 4, Covered Medical Expenses of the Master Contract Document is hereby revised as follows:

20. (a.) Gamma globulin injections and the following immunizations for Covered Dependants from birth through the date the child is six (6) years of age shall be covered: (a) DPT, (b) polio (OPV), (c) MMR, (d) meningitis (HIB), (e) hepatitis B (HBV), (f) TB tine; (g) varicella; and (h) any other immunizations as required by Texas law. After age six (6), the aforementioned immunizations will be covered only if the dependent was covered under this Plan before attaining age six (6). Expenses for all covered immunizations are covered at 100%, deductible waived. Other services provided at the same time as the immunizations, including, but not limited to, office visit charges, shall be subject to the deductible and coinsurance.

(b.) Synagis (Palivizumab) administration for the prevention of respiratory syncytial virus (RSV) among high risk infants meeting prescribing criteria set forth by the American Academy of Pediatrics (AAP) will be covered at 100%, deductible waived, only if such treatment is determined to be medically necessary and prior authorization obtained on or before administration of the first injection.

ARTICLE 30
Supplemental Benefits

Section 1. Parking.

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

Section 2. Other Benefits

A. **Definitions.** The term "Trusts" as used in this section shall refer to the San Antonio Police Officers and Fire Fighters Benefit Plan and Trust, which provides optical and dental services, and San Antonio Police Officers and Fire Fighters Prepaid Legal Plan and Trust, which provides legal services to members of the San Antonio Police Department and the San Antonio Fire Department.

B. **Amounts.** During the term of this Agreement and any extensions hereof, the City will pay a monthly amount for each officer as shown by the schedule below for dental, optical and prepaid legal benefits under the Trusts. Furthermore, neither the City nor the Association may change the amounts paid or allocated for the respective benefits as shown in the schedule during the term of this Agreement.

	Optical/Dental Plan	Prepaid Legal Plan

Officers with dependents	$89.50	$32.00
Officers without dependents (Effective November 1, 2003)	$43.50	$32.00

Additional Supplemental Amounts:

Optical/Dental Plan - The City and the Association agree that during the term of this Agreement, the Trustees of the Dental and Optical Trust may request that the Association Board by majority vote, assess one continuous supplemental assessment to all officers up to, but not exceeding $10.00 per pay period. Such continual assessment may utilize any number of continuous pay periods, however in no case shall the total number of continual assessed pay periods exceed 26 periods.

Prepaid Legal Plan - The City and the Association agree that during the term of this Agreement, the Trustees of the Legal Trust may request that the Association Board by majority vote assess one continuous supplemental assessment to all officers up to, but not exceeding $10.00 per pay period. Such continual assessment may utilize any number of continuous pay periods, however in no case shall the total number of continual assessed pay periods exceed 26 periods.

The City shall not be obligated to deduct and payout any sum provided for herein until the Trust and the Association provides a legal and binding letter from the President or legally authorized agent of the Association and Trusts agreeing to indemnify, defend and hold the City harmless against any claims, demands, suits, or any other form of liability that shall arise of or as a result of any act or omission taken by the City for purposes of complying with the provisions of this Article.

New Members Required - Prior to completion of an officers initial probationary period, new officers shall be required to sign a payroll deduction card authorizing an assessment in an amount equal to the amount paid by officer under this Section. New members may elect a one-time payment or may elect a payment schedule equal to the number of pay periods in the original certified assessment letter. This section is applicable to members who begin their probationary period after the onset of either assessment.

C. Audits. The Association shall ensure that the Trusts will conduct annual independent audits at no additional cost to the City. The Association shall further ensure that the Trusts shall provide a copy of each annual independent audited financial report to the City, through its Finance Director, within thirty (30) calendar days of receipt of the audit by the respective Trust.

The City reserves the right, at its sole discretion, to conduct an audit of said benefit plans at the City's expense any time during the term of this Agreement. Should the City decide to conduct such an audit, the Association shall ensure that the Trusts make available to the City all relevant documentation within a reasonable time.

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

E. Exclusive Trust. The Association shall ensure that all funds paid by the City pursuant to this Section are used for the exclusive benefit of the employees and that said funds shall not be commingled with the funds of any other organization, entity, or Association, nor shall said funds be used for any other purpose other than that provided for herein.

F. Payment and Change in Plans. During the term of this Agreement, the Association may change providers for Supplemental Benefits (Dental/Optical and Legal). In the event that the Association makes a proposal to change benefit providers, the Association shall submit the same in writing to the City.

G. Copies of Trust Plan. The Association will provide up-to-date copies of the Trust Plan Documents to the Human Resources Department of the City and the Association Office.

H. Determination Letter. It shall be the sole responsibility of the Association to maintain the tax-exempt status of the benefit received under this Section. In accordance therewith, the Association shall provide to

the City, through its Director of Finance, a copy of the Internal Revenue Service Determination Letter regarding the tax-exempt status of the benefit received under this Section. The City shall receive said letter no later than ten (10) calendar days from commencement of this Agreement.

I. In an effort to coordinate the provisions outlined in this Article with the scheduled collective bargaining cycle with the San Antonio Professional Firefighters' Association, due to begin prior to the expiration of that agreement in 2005. The City and the Association agree to reopen any portions of this Article during such negotiations in order to facilitate the development of a consistent approach and language in both Agreements. The parties shall have the same statutory duty to bargain in good faith as to all issues which relate to the benefits under this Agreement.

ARTICLE 31
Educational Incentive Pay

Section 1. Degree Required.

Educational Incentive Pay shall be provided immediately to officers who qualify for such payment by furnishing documented proof of an Associate's, Bachelor's or Master's Degree to the Training Academy. Officers who hold Associate, Bachelors, Master's Degree or Doctorate shall receive Educational Incentive Pay. Payment shall be made monthly.

Effective October 1, 2001, Educational Incentive Pay shall be at the following rates:

A. One Hundred Seventy dollars ($170.00) per month for an Associate's Degree.

B. Two Hundred Seventy dollars ($270.00) per month for a Bachelor's Degree.

C. Two Hundred Ninety dollars ($290.00) per month for a Master's Degree.

Effective April 1, 2004, officers without college or university degrees shall be paid Educational Incentive Pay for college hours earned at the following rates:

65 to 94 college hours	$ 30.00	per month
95 to 124 college hours	$ 60.00	per month
125 to 154 college hours	$ 90.00	per month
155 to 184 college hours	$120.00	per month
185 to 214 college hours	$150.00	per month
215 to 229 college hours	$180.00	per month
230 or more college hours	$210.00	per month

Effective April 1, 2004, officers with college or university degrees shall be paid Educational Incentive Pay, at the following rates:

Associates Degree	$185.00	per month
Bachelors Degree	$285.00	per month
Masters Degree	$305.00	per month
Doctors or Equivalent	$320.00	per month

Effective April 1, 2005, officers without college or university degrees shall be paid Educational Incentive Pay for college hours earned at the following rates:

65 to 94 college hours	$ 45.00	per month
95 to 124 college hours	$ 75.00	per month
125 to 154 college hours	$105.00	per month

155 to 184 college hours ..... $135.00 per month
185 to 214 college hours ..... $165.00 per month
215 to 229 college hours ..... $195.00 per month
230 or more college hours.....$225.00 per month

Effective April 1, 2005, officers with college or university degrees shall be paid Educational Incentive Pay at the following rates:

Associates Degree..... $200.00 per month
Bachelors Degree..... $300.00 per month
Masters Degree.....$320.00 per month
Doctors or Equivalent.....$335.00 per month

Effective April 1, 2006, officers without college or university degrees shall be paid Educational Incentive Pay for college hours earned at the following rates:

65 to 94 college hours ..... $ 60.00 per month
95 to 124 college hours ..... $ 90.00 per month
125 to 154 college hours ..... $120.00 per month
155 to 184 college hours ..... $150.00 per month
185 to 214 college hours ..... $180.00 per month
215 to 229 college hours ..... $210.00 per month
230 or more college hours.....$240.00 per month

Effective April 1, 2006, officers with college or university degrees shall be paid Educational Incentive Pay at the following rates:

Associates Degree..... $215.00 per month
Bachelors Degree..... $315.00 per month
Masters Degree.....$335.00 per month
Doctors or Equivalent.....$350.00 per month

Nothing in this article should be construed to entitle an officer to receive educational incentive pay pursuant to this section for both college hours and a college degree.

Section 2. Law Enforcement Related Courses.

A. Officers graduating from the Academy shall be required to have a minimum of thirty-one (31 college accredited hours before the expiration of one year after the completion of the fifty-two (52) week period following graduation from the Academy. The City shall ensure that, upon entrance to the Academy, each cadet is informed in writing of this requirement, the cadet acknowledges his understanding in writing, and the writing is made a permanent part of his file.

B. Officers who fail to complete the above requirement(s) shall not be allowed to move into the "Class B" police officer pay status until the requirements are met. Officers shall be required to show proof of achieving the above required college hours prior to being moved into "Class B" police officer pay status. Officers who have all the college accredited hours required by this section shall not be required to meet the additional standards outlined above. All college hours must come from an "Accredited College or University." For purposes of this Agreement, an institution of higher education must be accredited by a state education department, or by either the Southern Association of Colleges and Schools or a similar regional association recognized by the United States Department of Education. In cases where the validity of a college or university accreditation is raised, outside of this definition, the Chief, at his discretion, may accept or reject the question of any university's accreditation.

Officers shall be entitled to receive reimbursement for tuition, fees, on-campus parking and the price of required text(s) at a college or university for course hours in an accredited degree program irrespective of other sources of aid or funding. Reimbursement shall be made in accordance with the following schedule:

Course Grade	Amount of Reimbursement
A	100%
B	90%
C	80%
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.

C. Officers who are enrolled in an accredited college or university and who under an approved college or university master's or doctorate degree plan are required to complete any course that is not assigned a grade, will upon successful completion of the course, be reimbursed by the City at 100% upon presentation of documentation of payment to the registrars office of the college or university at the end of the semester of the required course.

ARTICLE 32
Certification and Instructors Pay

Section 1. Certification Pay

Basic Certification

Effective November 1, 2003, Officers who hold a Basic Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive Ten Dollars ($10.00) per month.

Effective April 1, 2005, Officers who hold a Basic Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive Thirty Dollars ($30.00) per month.

Effective April 1, 2006, Officers who hold a Basic Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive Fifty ($50.00) Dollars per month.

Intermediate Certification

Officers who hold an Intermediate Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive Eighty Dollars ($80.00) per month.

Effective November 1, 2003, Officers who hold an Intermediate Certificate shall receive Ninety Dollars ($90.00) per month.

Effective April 1, 2005, Officers who hold an Intermediate Certificate shall receive One Hundred and Thirty Dollars ($130.00) per month.

Effective April 1, 2006, Officers who hold an Intermediate Certificate shall receive One Hundred and Sixty Dollars ($160.00) per month.

Advanced Certification

Officers who hold an Advanced Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive One Hundred Twenty Dollars ($120.00) per month.

Effective November 1, 2003, Officers who hold an Advanced Certificate shall receive One Hundred and Thirty Dollars ($130.00) per month.

Effective April 1, 2005, Officers who hold an Advanced Certificate shall receive One Hundred and Seventy Dollars ($170.00) per month.

Effective April 1, 2006, Officers who hold an Advanced Certificate shall receive Two Hundred Dollars ($200.00) per month).

Masters Certification

Officers who hold a Master's Certificate issued by the Texas Commission on Law Enforcement Officer Standards and Education shall receive One Hundred Sixty Dollars ($160.00) per month. Officers shall be responsible for all costs associated with receiving the certificate from TCLEOSE.

Effective November 1, 2003, Officers who hold a Masters Certificate shall receive One Hundred and Seventy Dollars ($170.00) per month.

Effective April 1, 2005, Officers who hold a Master's Certificate shall receive Two Hundred and Ten Dollars ($210.00) per month.

Effective April 1, 2006, Officers who hold a Master's Certificate shall receive Two Hundred and Forty Dollars ($240.00) per month).

Section 2. Instructors Certificate

Effective April 1, 2005, officers who hold an active or inactive Instructors Certificate issued by the Texas Commission on Law Enforcement Standards and Education shall receive an additional Ten Dollars ($10.00) per month regardless of the Certificate held.

Effective April 1, 2006, officers who hold an active or inactive Instructors Certificate issued by the Texas Commission on Law Enforcement Standards and Education shall receive an additional Ten Dollars ($10.00) for a total of Twenty Dollars ($20.00) per month regardless of the Certificate held.

Payment shall be made monthly 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. Effective April 1, 2004, only officers who have obtained Texas Instructors Certificate (T.I.C.) through departmental approval will be eligible for T.I.C. pay. Officers who possess T.I.C., whether active or in-active prior to April 1, 2004, will automatically qualify for T.I.C. pay.

Officers who are actively involved in teaching or instructing citizens or other police officers may request, through their chain-of-command, inclusion in the next academy sponsored Texas Commission on Law Enforcement Standards and Education Instructors Training Course. Admittance shall not be unreasonably denied, however, admittance shall be at the discretion of the Academy Commander and limited based on available classroom size.

Payment shall be made monthly at the same time that clothing allowance is paid. The Chief shall have the right to require the officer to produce a copy of the certificate or other valid verification prior to approval for the employee to receive such payments.

ARTICLE 33
Psychological and/or Medical Examination

Section 1. Psychological and/or Medical Evaluation.

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

Section 2. Commitment to Effective Drug Interdiction Program.

The City and the Association agree that officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of officers and the public to ensure that officers are not substances impaired. In order to further their joint interest in protecting officers and the public, effective January 1, 2000, the City and the Association agree to mandatory drug testing as described in this section.

One Hundred Percent (100%) of officers of all ranks, including the Chief, shall be susceptible to mandatory drug testing during each calendar year on a fair and impartial statistical basis at the City's expense. The fair and impartial statistical basis (in which each officer has an equal chance of being selected during a calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the officer shall be tested upon being selected by the computer.

The City and the Association have a mutual interest in ensuring that drug impaired officers do not perform law enforcement duties. The City and the Association agree that the purpose of the mandatory drug testing policy is not to punish an officer who has not violated the Police Department's rules, regulations, policies or procedures. The City and the Association are committed to the principle that the mandatory drug testing policy for officers is designed and shall be administered to result in disciplinary action only against those officers who have violated the Police Department's rules, regulations, policies or procedures.

Where an officer appears unable or unwilling to give a specimen at the time of the test, testing will document the circumstances surrounding the inability or unwillingness. The officer will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under observation. Reasonable amounts of fluids may be given to the officer to encourage urination. Failure to provide a sample may be considered a refusal to submit to a drug test.

Officers shall have the right to request that their urine sample be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility where a sample will be maintained for a period of one-year. Officers may at their own expense request to have the test administered at a qualified physician's office or certified testing laboratory, accompanied by the testing personnel provided such testing is administered within five (5) hours after notification by the Chief (and the sample shall be properly handled by a certified testing laboratory)..

Drug testing shall consist of a two-step procedure:

A. Initial screening test.
B. Confirmation test.

Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test.

The City and the Association will agree within one hundred and eighty (180) calendar days as to a SAMHSA/CAP FUDTP certified laboratory selected to conduct drug testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody and have a demonstrated technical expertise and proficiency in urinalysis and shall comply with all requirement of SAMHSA/CAP FUDTP. The City shall require any laboratory selected for collecting samples, to conduct a background investigation on those laboratory personnel involved in the collecting or handling of an unsealed sample. In addition, the City shall require any laboratory selected for collecting samples to use only employees who have not been arrested by officers of the San Antonio Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in the collecting or handling of an unsealed sample collected from an officer. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result.

All records pertaining to the department required drug tests shall remain confidential except to the extent used in a disciplinary process and appeal. Drug test results and records shall be stored in a locked file under the control of the

Chief. The Chief will maintain original copies submitted by the laboratory. No access to these files shall be allowed without written approval of the Chief.

Nothing in this section shall be construed to prohibit the Chief from conducting a drug test on an officer based upon reasonable suspicion in accordance with the guidelines as set forth by this section.

For the purposes of this section:

A. **"drug testing"** shall be defined as the compulsory production and submission of urine by an officer for chemical analysis to detect the presence of prohibited drug usage.

B. **"reasonable suspicion"** shall be defined as a judgment/conclusion that a person is unable to safely and/or effectively perform their duties due to the suspected influence of drugs, alcohol, or inhalants. Reasonable suspicion is based on specific, observable facts that an officer may be under the influence of drugs, alcohol, or inhalants.

ARTICLE 34
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. 83927 incorporated as Attachment "4", excluding Section 1. "Definitions" Subsection 8B, V and VI, which shall not apply, or as otherwise provided by law.

ARTICLE 35
Employee Personnel Systems

Section 1. Police Personnel Unit.

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

(1) To set the amount and type of relief days assigned to each station, including Police Headquarters;

(2) To set the number of officers assigned to each work station; and

(3) The actual personnel on a seniority basis assigned to each patrol shift at each police station, including Headquarters,

B. Additionally, this unit shall:

(1) Maintain an updated, City-wide file of all officer requests for relief days and work station assignments; and

(2) Process assignment of relief days, from said office, by seniority of requests on file pursuant to Article 12 of this Agreement.

Section 2. Non-Supplanting by Probationary Officers.

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

Section 3. Thirty (30) Day Requirement.

All premium relief days shall be filled or abolished in accordance with current practice within thirty (30) calendar days. For purposes of this section, premium relief days shall be defined as Thursday/Friday, Friday/Saturday, Saturday/Sunday, and Sunday/Monday.

A. Thirty (30) Day Exception.

The thirty (30) day requirement shall be waived from February 24 through the last day of Fiesta each year. Officers having transferred into any assignment and who meet their six month requirement for seniority eligibility during the Fiesta break will be eligible only for premium days that become available after their six month eligibility has been met.

For example, an officer who meets his six-month requirement on March 15th would not be eligible for any premium relief days that become available before that date.

It is agreed and understood that only prime relief days that become available during the waived Fiesta period can be guaranteed to the most eligible officer under this exception clause. All non-premium relief days that would have become available as a result of the guaranteed transfer that would have taken place were it not within the Fiesta period, and that are not premium relief days will be filled in accordance with available openings after the waived Fiesta period ends. All premium relief days being vacated during the Fiesta period shall be filled within thirty (30) days after the last day of Fiesta.

While it is understood that situations may arise when there will be legitimate reasons for eliminating a particular set of relief days, premium relief days shall not be abolished for the purpose of compliance with this section.

Section 4. Nepotism.

No officer shall be allowed to work under the direct supervision of a relative. Relatives may be co-workers in the same division. No officer shall be allowed to exercise his seniority in applying for positions that would place him under the direct supervision of a relative. No supervisory officer shall be allowed to exercise his seniority in applying for positions that would place him in direct supervision of a relative. For the purposes of this section, relative means persons related through blood or marriage, and include spouses, parents, children, brothers or sisters, and in-laws standing in the same relationships.

ARTICLE 36
Miscellaneous Provisions

Section l. Service Handgun/Badge Upon Retirement.

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

Section 2. Service-Connected Death.

In the event of an officer's death in the course and scope of employment, over and above the City's life insurance/accidental insurance benefit, the City shall pay funeral expenses of $10,000 payable within 10 calendar days to the officer's beneficiary as designated in the City's life insurance program and provide at no cost the officer's badge and service handgun to that beneficiary if otherwise legal.

Section 3. Special Assignments.

A. Except as provided elsewhere in this Agreement, the City shall have a right to place officers on special assignment. Officers placed on special assignment on an involuntary basis shall work the assignment for a maximum of sixty (60) calendar days. At the end of the sixty (60) calendar day period, the Chief of Police may extend the term, based on extenuating circumstances. Officers whose assignment exceeds the original sixty (60) calendar day period shall relinquish their seniority and relief days from the original, permanent

assigned unit. Officers who object to the continuation of the special assignment after the sixty (60) calendar day period shall be returned to their assigned unit. Officers returning to an original unit from a special assignment that exceeded the sixty (60) calendar day limit must re-bid on relief days, based on the next available opening (no six (6)-month waiting period unless the special assignment goes beyond one hundred and eighty (180) calendar days, in which case the officer will be required to wait the six (6) months).

B. Officers placed on special assignment on a voluntary basis may work the assignment for a maximum of one hundred and eighty (180) calendar days. Officers whose assignment exceeds the original one hundred and eighty (180) calendar day period shall relinquish their seniority and relief days from their original, permanent assigned unit. Officers returning to their original unit from a special assignment that exceeded one hundred and eighty (180) calendar days must re-bid on relief days, based on the next available opening.

Section 4. Permanent Personnel File.

The City shall be required to maintain a permanent personnel file on each officer, pursuant to the requirements as outlined in Section 143.089, Local Government Code or its successor in function.

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

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

A. The officer is under indictment or charged by an offense by information; or

B. The officer is a party in a Civil Service hearing or a case in arbitration; or

C. The photograph is introduced as evidence in a judicial proceeding.

Section 6. Pay Stub.

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

Section 7. Family Assistance Officer.

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

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

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

Section 9. Physical Fitness.

The City and the Association are committed to a healthy, physically fit and well-trained police department. In demonstrating this commitment, officers who participate and meet standards as established in a police academy sponsored wellness program or who score the standards set out in this section during annual in-service training shall be awarded the administrative leave incentives outlined herein.

A. Academy Sponsored Wellness Program:

Officers may elect to participate in a personalized wellness program individually designed for the officer by the staff of the police academy. Officers participating in personalized programs will have administrative leave incentives set by staff members. Personalized incentives will be awarded in accordance with personalized goals and objectives met by the individual officer involved. The Academy Commander will approve all individual wellness programs and award incentives of 1 to 5 days in accordance with this Agreement and the success of the individual officer in achievement of the designed goals and objectives which will be measured by the fitness test.

B. In-Service Physical Standards –

A PT staff member will monitor each officer's sit-ups, push-ups, vertical jump, mile and one-half run, dummy drag and stationary or bicycle ride. The sit-ups, push-ups and vertical jump will be monitored on a one-on-one basis.

1. Sit-ups

Sit-ups are accomplished by placing arms across the chest or behind the head. Knees are raised rather than flat on the ground. A sit-up is counted when the elbows touch the knees, the front of the thigh or break the plane of the upper leg. Officers are allowed to rest between sit-ups. Point value, time limits, and repetitions are set annually.

2. Push-ups

Lying in a horizontal position and pushing the body off the floor by use of the arms accomplish a push-up. A push-up is counted when the knees are off the floor and the arms extended straight perpendicularly to the floor. There is no disqualification for the body not being straight as it leaves the floor. Officers are allowed to rest between push-ups. Point values, time limits, and the number repetitions are set annually.

3. Vertical Jump

Standing still and jumping straight up into the air in a vertical manner accomplishes a vertical jump as per Cooper's standards. The vertical leap is the difference between a person's extended reach when standing flat on the floor and the apex of his/her extended reach during the jump. Point value and height requirements are set annually.

4. Mile and One-Half Run and/or Walk

Running, walking, or a combination of the two over a designated time period accomplishes the run and/or walk. The walk may be conducted indoors or out-doors depending on weather conditions and individual officer preference. The time of the exercise is from the moment the individual leaves the starting point until the time he or she completes one and a half-miles. Point value and in accordance with time is set annually.

5. Stationary or Bicycle Ride

A stationary or bicycle ride is accomplished when an officer rides a stationary or actual bicycle for a measured 5-mile distance in 20 minutes or less. The ride must be at a steady pace without rest periods. Officers desiring to accomplish an actual ride must provide their own bicycles. Point value in accordance with time is set annually

6. Sprint, Wall, Drag

The sprint, wall, drag is accomplished by an individual sprinting from a starting line 40 yards, climbing over a 5 foot wall, and dragging a 168 pound dummy 25 feet to a finish line. There are no disqualifications as long as an individual accomplishes the exercise.

7. Weight Control Program

Officers are weighed each time they elect to take the physical fitness test. One point is given for each pound of weight loss from the previous years test or in cases where officers are close to their ideal weight, one point is given for each pound of weight lost or gained towards his or her ideal weight. For purposes of this section, ideal weight is defined by the Academy Standards in conjunction with the USAF and US Army standards.

C. Physical Fitness Panel (For in-service only):

Beginning December 2003 and during October of each year preceding the starting date of each yearly in-service training, the Chief and the President of the Association shall appoint three (3) members each (six total) to a physical fitness panel. It will be the sole responsibility of this panel to set point values, time limits, and the necessary requirements for achieving incentives for the next years in-service. Through the use of both the most current Physical Fitness Standard number scale criteria, and the previous year testing results, the committee will set standards which best create a performance curve of the department and provide incentives based on performance according to sex and age groupings. Utilizing the performance curve and dividing it into six equal parts, a score of one hundred and fifty (150) being the lowest, 4/6 of the department will be eligible for physical fitness incentives. Five days being the maximum, with four days, three days and two days being the other distribution. Should the panel fail to reach an agreement on any item relating to point values, time limits, or necessary requirements, the item(s) of contention only will be forwarded to the Chief. The Chief's decision shall be final.

D. Incentives

Officers who successfully complete any combination of exercises and who score within the predesignated total point range will receive the corresponding physical fitness incentive of two (2) to five (5) administrative leave days.

Officers who participate in the physical fitness program for three consecutive years during in-service and who do not receive an incentive shall receive one-day administrative leave for their participating in the program. For purposes of this section the physical fitness panel shall define participation for each year.

Officers may select five of the six events in which to participate in to achieve their goal. Weight loss is not an event but will be counted towards the officers overall score. No points will be subtracted for not participating in any individual event.

Officers on light duty, that have a documented injury or who miss participating due to departmental business or other emergency may schedule a make-up with the PT staff.

The award of administrative leave or lack thereof shall not be the grounds for a grievance. Decision by academy staff as to the actual individual completion times or individual completion of exercise requirements shall be final. This leave shall be awarded the following January of each year and must be used during that calendar year. There will be no carry over of administrative leave from year to year. There will be no carry-over of administrative leave and it must be used during the year issued. Use of administrative leave will be governed by the same rules as utilized for vacation leave.

E. Calendar Year 2003 In-service

All officers who participated in the physical fitness testing for calendar year 2003 and who scored a minimum of 150 points during in-service, as determined by the PT staff, shall be eligible for 2 days administrative leave. Any officer who failed to take the PT examine during in-service or failed the physical fitness test may do so prior to December 19th 2003. Posting of times and dates for retesting will be announced in the bulletin. Testing will be conducted on the officers own time. This leave shall be awarded January 1, 2004 and must be used during that calendar year. Awards of leave in subsequent calendar years shall be accomplished during the month of January following the year earned. There will be no carry-over of administrative leave and it must be used during the year issued. Use of administrative leave will be governed by the same rules as utilized for vacation leave.

ARTICLE 37
Civilianization

Section 1. Notwithstanding any provision in this agreement to the contrary (if any), and without altering any other provision of this Agreement, the City is authorized to civilianize the following positions or units, and any civilianization action heretofore taken by the City is hereby ratified and approved by the Association.

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

Detectives assigned to the ICE unit at the time of City Council approval of this agreement who also receive shift differential pay will retain the shift differential pay if they are involuntarily reassigned from the ICE unit due to civilianization of the ICE unit. The City agrees to freeze current staffing levels in the ICE Unit at no less than 40% sworn officers not to include supervisors. The lead incident commander of the shooting investigation team shall be a sworn officer. Sworn officers shall be assigned to each shift.

Section 2. The City of San Antonio may additionally utilize civilians in any position created in the future, that does not require the individual to have and exercise the power of arrest under the standards for distinguishing between classified and civilian positions set forth in Lee v. City of Houston, or any later decision by the Supreme Court of Texas.

ARTICLE 38
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 39
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 officers 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 officers to future performance of any such term or condition, and the obligations of the City and the officers as to such future performance shall continue in full force and effect.

Section 2. Civil Service.

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

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 8), it is agreed that the City shall not be subject to provide additional wages, compensation, or emoluments of any kind beyond that which is specified in this agreement; and should any future State law be enacted which requires cities to compensate City Police in any manner beyond the scope of this Agreement, the compensation or emolument levied against the City shall be waived and disclaimed in-toto. It is additionally agreed that, except as specifically modified by this Agreement, benefits and emoluments provided police officers by State legislation shall remain in effect throughout the term of the Agreement, notwithstanding the fact that during the life of this Agreement, legislation may become effective which would negate certain benefits or emoluments.

Section 4. Impasse Procedure.

In the event the City and the Association reach an impasse in collective bargaining negotiations, as such impasse is defined in Chapter 174 Local Government Code, the parties shall abide by the impasse procedure set forth in City Ordinance No. 51838, which ordinance is set forth in Attachment 3 hereto and incorporated herein by reference. This agreement, and the "contract" referred to in the ordinance are one and the same.

Section 5. No Bypass Agreement.

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

Section 6. Indemnity.

The indemnity provided herein by the City shall be permitted to the extent, and only to the extent, permitted by Texas Law.

FOR THE CITY OF SAN ANTONIO;

Lowell Denton Chief Negotiator	Terry Brechtel City Manager
Date:_____	Date:_____

FOR THE SAN ANTONIO POLICE OFFICERS ASSOCIATION;

John Burpo Chief Negotiator	Rene Rodriguez President, SAPOA

Date:_____ Date:_____

ATTACHMENT 1
EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties

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

2. Appointment of Neutral Arbitrator

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

3. Qualifications of Neutral Arbitrator

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

4. Vacancies

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

5. Date, Time and Place of Hearing

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

6. No Stenographic Record

There shall be no stenographic record of the proceedings.

7. Proceedings

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

8. Posthearing Briefs

There shall be no posthearing briefs.

9. Time of Award

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

10. Form of Award

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

ATTACHMENT 2
WAGES

A. The following monthly wage scales shall become effective **March 1, 2003** (3%):

Title	A	B	C	D	E
Police Officer (Probationary)	$2,522				
Police Officer	$2,904	$3,494	$3,696	$3,770	$3,845
Police Detective Investigator	$4,038	$4,158	$4,283		
Police Sergeant	$4,591	$4,682			
Police Lieutenant	$5,163	$5,266			
Police Captain	$5,936	$6,054			
Police Deputy Chief	$6,962				
Police Assistant Chief	$7,519				

B. The following monthly wage scales shall become effective **October 1, 2003** (3%): An additional $25 for Step C – E Patrol Officer

Title	A	B	C	D	E
Police Officer (Probationary)	$2,598				
Police Officer	$2,991	$3,599	$3,832	$3,908	$3,985
Police Detective Investigator	$4,159	$4,283	$4,411		
Police Sergeant	$4,728	$4,823			
Police Lieutenant	$5,318	$5,424			
Police Captain	$6,114	$6,236			
Police Deputy Chief	$7,171				
Police Assistant Chief	$7,745				

C. The following monthly wage scales shall become effective **October 1, 2004** (3%): an additional $20 for Step A-C Detectives and Step A-B Sergeants.

Title	A	B	C	D	E
Police Officer (Probationary)	$2,676				
Police Officer	$3,080	$3,707	$3,946	$4,025	$4,105
Police Detective Investigator	$4,303	$4,431	$4,564		
Police Sergeant	$4,890	$4,988			
Police Lieutenant	$5,478	$5,587			
Police Captain	$6,297	$6,423			
Police Deputy Chief	$7,387				
Police Assistant Chief	$7,977				

D. The following monthly wage scales shall become effective **October 1, 2005** (4%): An additional $10 for Step C – E Patrol Officers, Step A-C Detectives, Step A-B Sergeants, Step A-B Lieutenants.

Title	A	B	C	D	E
Police Officer (Probationary)	$2,783				
Police Officer	$3,204	$3,855	$4,114	$4,196	$4,279
Police Detective Investigator	$4,486	$4,619	$4,756		
Police Sergeant	$5,096	$5,197			
Police Lieutenant	$5,707	$5,821			
Police Captain	$6,549	$6,680			
Police Deputy Chief	$7,682				
Police Assistant Chief	$8,297				

* All pay raises shall be retroactive to March 1, 2003. All retroactive pay shall be distributed in one check on or before . December 23rd, , 2003.

** all pay rates are not inclusive of longevity

ATTACHMENT 3
CITY ORDINANCE 51838

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

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

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

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

PASSED AND APPROVED THIS 14th day of February, 1980.

Lila Cockrell
MAYOR

ATTEST: Norma S. Rodriguez
City Clerk

80-10

APPROVED AS TO FORM: [signature]
for City Attorney

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

Interdepartment Correspondence Sheet

TO: *The Mayor and City Council*

FROM: *Claude C. McRaven, Employee Relations Coordinator*

COPIES TO: *file*

SUBJECT: *An Impasse Procedure for Collective Bargaining*

Date *February 11, 1980*

Background

The proposed ordinance is submitted in accordance with the Council's directive (Resolution of December 13, 1979) to develop an impasse procedure to be utilized during the 1980-'81 Fire and Police Contract Negotiations, in the event the parties fail to reach agreement.

It is felt the procedures outlined offer the best compromise available to insure good faith bargaining for the upcoming contract talks. The ordinance is designed to self-destruct after the 1980 negotiations; and any impasse procedure beyond this time period should be bargained and included in future contracts, if agreement can be reached.

Conclusion and Recommendation

The ordinance provides an impasse procedure which is workable and which is in the best interest of the City. It is recommended for adoption with the understanding that all parties will negotiate in good faith toward agreement on a reasonable and workable procedure to be included in future contracts.

Claude C. McRaven
Employee Relations Coordinator

CCMcR:sas

Recommendation Approved:

Thomas E. Huebner
City Manager

ATTACHMENT 4
CITY ORDINANCE 83927

JS
4/18/96
#33

AN ORDINANCE 83927

ADOPTING THE CITY'S OFFICER AND EMPLOYEE LIABILITY PLAN POLICY AND REPLACING ORDINANCE NO. 62206, ADOPTED IN JANUARY 1986.

* * * * *

WHEREAS, the current Ordinance adopted as Ordinance No. 62206, in January 1986, lacks procedural detail and clarity, causing concerns as to "acts" covered and excluded under the Indemnification Policy; lacks detail in procedures that officers and employees need to follow in order to be entitled to indemnification; and causes confusion as to when the City will pay for employee's outside counsel, and

WHEREAS, a new Ordinance is needed to define "acts" and to formalize the procedural process; **NOW THEREFORE**:

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

SECTION 1. This Ordinance formally adopts the City of San Antonio Officer and Employee Liability Plan Policy ("the Plan"). It replace Ordinance No. 62206, adopted in January 1986. The Plan indemnifies City officers and employees in connection with legal proceedings arising from the performance of their duties.

SECTION 2. This Policy will clarify the rights and responsibilities of the City, and of the officer or employee, and will simplify the process of responding in a timely manner to the initiation of litigation. The Plan shall consist of the policies, rights, and duties embodied in this Ordinance, and shall be implemented and administered as provided by this Ordinance.

SECTION 3. The proposed Ordinance defines "acts" that are covered and excluded. If the City denies coverage, the Plan member may seek a determination from the court as to whether they are entitled to coverage; it will formalize the procedural process, in that officers and employees are given specific procedures in order to request indemnification.

SECTION 4. The City Attorney or his designee will represent the Plan member unless a conflict arises, then the Plan member must select an approved private attorney for representation. The City will not pay for any costs or legal fees incurred by the Plan member if they utilize an attorney not approved by the City Attorney and Risk Manager, unless required by law.

SECTION 5. The Plan does not affect police/fire personnel under their present labor contracts.

SECTION 6. Formal adoption of this Ordinance will not necessitate a current budget amendment, as expenditures will be approved on a case-by-case basis in connection with each individual lawsuit.

SECTION 7. This Ordinance shall be effective on April 25, 1996.

PASSED AND APPROVED this 11th day of April, 1996.

M A Y O R

ATTEST: _____
ASSISTANT City Clerk

APPROVED AS TO FORM: _____
City Attorney

96-15

The City of San Antonio Officer and Employee Liability Plan Policy

Section 1. Definitions.

The following terms, as used in this Ordinance, shall have the following meanings unless the context requires otherwise:

1 "Act" includes an omission or failure to Act.

2. "City" means the City of San Antonio, Texas.

3. "City Vehicle" means a vehicle or any mobile equipment leased to, or owned by CITY.

4. "Claim" means any claim made or suit brought against the City and/or a Plan Member for damage or injury alleged to be caused by a Covered Act.

5. "Claims Board" means the CITY's Self-Insurance Claims Board created by the Program Ordinance.

6. "Coverage Determination Action" means an action by a Plan Member to determine coverage under the Plan pursuant to Section 7 of this Ordinance.

7. "Covered Act" means any act or omission of a Plan Member while constituting no waiver of immunities, that:

   (a) occurs during the discharge of the Plan Member's official duties,

   (b) is within the course and scope of the Plan Member's office, employment, or assigned work with the CITY, as applicable, or

   (c) constitutes, or is alleged or asserted to constitute, negligence on the part of the Plan Member.

   (d) occurs during incidental medical services or first aid (including transportation) at the scene of an accident or injury by any Plan Member not regularly engaged in the medical profession.

(e) occurs while rendering medical services (including transportation) by emergency medical technicians, paramedics, nurses and aides employed by the CITY while in the course of their employment as such.

(f) occurs while a Plan Member is carrying out their authorized duties related to the CITY's public safety activities.

(g) occurs while a Plan Member is using a CITY Vehicle, or one hired by or on behalf of the CITY, provided the use is with the permission of the CITY, or

(h) arises from the use of a Non-Owned Automobile by a Plan Member while such automobile is being used in the business of the CITY.

(i) arises from an act or omission of a Plan Member while they are acting the course of their duties as a member of the Claims Board.

8. "Excluded Action" means any Claim against a Plan Member:

(a) by the CITY; or

(b) that results from (i) an intentional or knowing violation of a penal law (including an administrative agency rule having the force and effect of law) committed by, or with the knowledge and consent of, the Plan Member; (ii) an act of fraud committed by, or at the direction of the Plan Member; (iii) official misconduct, a willful or wrongful act or omission, or an act or omission constituting gross negligence committed by, or at the direction of, the Plan Member; (iv) an act of conspiracy or collusion by the Plan Member against the CITY; or (v) knowing or intentional violation by the Plan Member of any ordinances, policies or procedures of the CITY, or of lawful orders, instructions or directives of CITY management; or (vi) an intentional or knowing violation of employment rules or policies; or

(c) that arises while the Plan Member is using or operating a CITY vehicle or other CITY property or equipment with no authority to do so; or

(d) that asserts or alleges liability assumed by the Plan Member under a contract, unless the Plan Member is authorized by the CITY to enter into the contract; or

(e) that includes a joinder by the Plan Member of a claim or suit of the member against the CITY for benefits under the Plan; or

(f) for damages that are not recoverable against the CITY; or

(g) for damages the CITY is precluded from paying under Section 102.002, Texas Civil Practice and Remedies Code, Vernon's Texas Codes Annotated, or for payments in excess of the limitations on payments by the CITY prescribed by Section 102.003, Texas Civil Practice and Remedies Code, Vernon's Texas Codes Annotated; or

(h) that includes exemplary damages.

9. "Excluded Loss" means any of the following:

(a) any Loss that arises out of an Excluded Action; or

(b) any Loss the CITY is precluded from paying by law; or

(c) any Loss arising out of a Claim resulting from a Covered Act that occurred before the Plan took effect, unless the Board at its discretion, extends coverage; or

(d) any Loss arising out of a claim resulting from a Covered Act that occurs while the Plan is in effect if (i) the Plan Member experiencing the Loss becomes legally obligated to pay the Loss after the Plan is terminated, and (ii) such Claim or Legal proceeding were barred by any statute of limitations when instituted; or

(e) any Loss arising out of a Claim resulting from a Covered Act that occurs after the Plan is terminated.

10. "Loss" means (i) the damages, excluding exemplary damages, that a Plan Member or former Plan Member is legally obligated to pay on account of a Claim; and (ii) amounts paid, or agreed to be paid, by the CITY pursuant to Section 3(b) and 4 of this Ordinance, to compromise or settle a Claim in order to avoid the risk expense and uncertainty of litigation.

"Loss Expenses" means any of the following:

(a) the CITY's expense in investigating or defending a claim that may result in a Plan Claim; and

(b) the costs taxed against a Plan Member in a suit that results in a Plan Claim and any pre-judgment or post-judgment interest for which the Plan Member is liable; and

(c) the reasonable expenses of a Plan Member incurred at the CITY's request in connection with a Claim that may result in a Plan Claim; and

(d) any attorneys' fees ordered by a court to be paid by a Plan Member in a suit arising out of a Claim that results in a Plan Claim.

12. "Non-Owned Automobile" means an automobile which is neither a CITY Vehicle nor one hired by the CITY.

13 "Plan" means the City of San Antonio Officer and Employee Liability Plan, as established by this Ordinance.

14. "Plan Claim" means any Plan Loss, together with the Plan Loss Expenses that result from the Claim giving rise to such Plan Loss.

15 "Plan Loss" means any Loss that is not an Excluded Loss

16. "Plan Loss Expenses" means any Loss Expenses, except those incurred in connection with an Excluded Action.

17 "Plan Member" means an individual who at the time of a covered Act is

(a) an employee of the CITY;

(b) the Mayor, and any other member of the City Council;

(c) a member of (i) a CITY board, commission, or committee created by charter, ordinance, or resolution of the CITY, or (ii) the board of directors of any nonprofit corporation created under the authority of the City Council as an instrumentality of the CITY, unless by specific contract provision the CITY does not provide coverage.

18. "Program Ordinance" means Ordinance No. 83926 (which establishes the CITY's Self-Insurance), as from time to time amended.

Section 2. Plan Established.

The CITY hereby establishes the "City of San Antonio Officer and Employee Liability Plan" which shall consist of the policies, rights, and duties embodied in this Ordinance. The Plan shall be implemented and administered as provided by this Ordinance.

Section 3. Defense and Settlement.

(a) The CITY will defend any suit, except an Excluded Action, against a Plan Member or former Plan Member that results from a covered Act occurring prior to termination of the Plan, even if the suit is groundless or fraudulent.

(b) The CITY may investigate, negotiate, or settle any Claim, as the CITY determines necessary or appropriate.

Section 4. Payment of Plan Claims.

(a) The funds will pay each Plan Claim subject to any limitations contained in the Program Ordinance No. 83926, subject to the provisions of State law.

(b) This Ordinance will in no way alter any CITY tort or contract liability existing the date of its' passage. More specifically, this Ordinance will not alter contractual obligations in either San Antonio Firefighters or San Antonio Police, labor contracts existing the date of this Ordinance's passage.

(c) This Ordinance does not include payment, by the CITY, of exemplary damages on the behalf of a Plan Member.

(d) **TO BE ENTITLED TO PAYMENT BY THE FUNDS FOR ANY PLAN CLAIM, A PLAN MEMBER MUST:**

(1) give notice of loss;

(2) notify the Claims Board in writing, within a reasonable time to be determined by the Board, after receipt of any written or oral notice of any Claim that may result in a Plan Claim but in any event not later than two (2) working days after receipt of such notice;

(3) cooperate fully with the Claims Board, City Attorney, Risk Management, the CITY and, upon the request of the Claims Board, assist in making settlement, in the conduct of any suit, and in enforcing any right of contribution or indemnity against an individual or organization who may be liable for the Act giving rise to a Claim, or to the CITY because of the payment by the CITY of a Plan Claim;

(4) cooperate fully in the investigation and defense of any Plan Claim made against the Plan Member including but not limited to, attendance at any hearing or trial held in connection with a Plan Claim and assisting in discovery, securing and giving evidence and obtaining the attendance of witnesses;

(5) not give any oral or written statement or enter into any stipulation or agreement concerning a Claim resulting in a Plan Claim, except upon advice of the City Attorney or his designee or when questioned by a police officer at the scene of an accident;

(6) not, except at the Plan Member's own cost, voluntarily make any payment, assume any obligation, or incur any expense with respect to any Claim resulting in a Plan Claim without the consent of the Claims Board;

(7) deliver to the City Attorney or his designee, promptly upon receipt, but no later than two (2) working days, any demand, summons, notice, or other process received by the Plan Member in connection with any Claim that may result in a Plan Claim;

(8) comply with the claims administrative procedure of the Claims Board; and

(9) perform the duties and comply with the requirements imposed on the Plan member by this Ordinance or by the Program Ordinance.

Section 5. Legal Representation.

(a) The CITY will provide legal representation for a Plan Member or former Plan Member in a Claim, except an Excluded Action, in which the asserted or alleged liability of the member results from a Covered Act occurring prior to termination of the Plan.

(b) The City Attorney or his designee, and the Risk Manager, shall select, supervise and/or retain, if applicable, attorneys, experts, and investigators he deems necessary in connection with the defense of any Plan Claim.

(c) The City Attorney or his designee shall be authorized to pursue all cross-claims, counter claims, and/or affirmative defenses on behalf of a Plan Member or former Plan Member.

(d) If the City Attorney determines that there exists a potential conflict of interest for the City Attorney to represent a Plan Member (pursuant to Subsection (a) of this Section), the CITY will pay the reasonable fee of an a private attorney approved by the City Attorney and Risk Manager to represent the Plan Member.

(e) If the Plan Member utilizes an attorney not selected and approved by the City Attorney and Risk Manager, the Plan Member assumes all responsibility for all associated costs, fees, and expenses, except those required by law that the CITY pay.

Section 6. Assignment.

If payment of a Plan Claim or legal representation is provided to a Plan Member under the Plan, the CITY is assigned the Plan Member's rights of recovery against any individual or organization to the extent of the CITY's payment or liability for payment. A Plan Member shall execute and deliver to the Claims Board such documents as are necessary to secure this right of assignment in the sole opinion of the City Attorney or his designee. A Plan Member shall not do anything after a Plan Claim is incurred to prejudice this right.

The Plan Member shall:

(a) cooperate fully with the Claims Board and, upon the request of the Claims Board, assist in making settlement, in the conduct of any suit, and in enforcing any right of contributions or indemnity against an individual or organization who may be liable to the CITY because of the payment by the CITY of a Plan Claim;

(b) attend any hearing or trial held in connection with a Plan Claim and assist in discovery, securing and giving evidence, and obtaining the attendance of witnesses.

Section 7. Determination of Coverage.

If the CITY denies coverage under the Plan to a Plan Member, the Plan Member may seek a determination of whether the member is entitled to such coverage from a court of proper jurisdiction.

Section 8. No Creation of Cause of Action.

NOTHING CONTAINED IN THIS ORDINANCE SHALL BE CONSTRUED AS CREATING A RIGHT OR CAUSE OF ACTION AGAINST THE CITY OR A PLAN MEMBER OR AS GIVING A RIGHT TO A THIRD PARTY TO INSTITUTE OR MAINTAIN A SUIT THAT WOULD NOT OTHERWISE EXIST UNDER LAW AS A LEGAL CLAIM AGAINST THE CITY OR A PLAN MEMBER.

Section 9. Indemnification of Claims Board.

In the course of carrying out its responsibilities, the Claims Board and its members shall be indemnified and held harmless by the CITY for any act or omission and the Program shall pay all attorney fees necessary in its defense and fully recognize the members' official immunity.

Section 10. Administration of Plan.

The Claims Board is responsible for the administration of the Plan in accordance with its terms, subject to the superior authority of the City Manager and approval by the City Council. In the course of carrying out this responsibility, the Claims Board shall interpret and apply the provisions of this Ordinance.

Section 11. Other Insurance.

The Self-Insurance afforded by this Ordinance is primary self-insurance. When this self-insurance is primary and the Plan Member has other insurance which is stated to be applicable to the Plan Claim, the amount of the Fund's liability under this Ordinance shall not be reduced by the existence of such other insurance.

Section 12. Construction, Amendment, Repeal, and Termination.

The Rules of Construction, as found in the Code Interpretation Act, shall apply in interpreting this Ordinance. This Ordinance may be repealed or amended at any time, subject to existing rights of Plan Members under Section 4 of this Ordinance, in which case the provisions of this Ordinance shall govern, all save and except, continuing obligations under prior indemnity ordinances.

Section 13. Conflicts With Other Ordinances.

This Ordinance shall not operate to repeal or affect any other ordinance of the CITY except to the extent that the provisions thereof are inconsistent or in conflict with this Ordinance, in which case the provisions of this Ordinance shall govern.

Section 14. Severability.

That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phase of this Ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of the Ordinance.

Section 15. Governmental Regulations.

The regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 16. Payments Subject to Appropriation.

All amounts payable under this Ordinance are subject to available and appropriated funding, and applicable law.

Section 17. No Right to Fund by Plan Member.

This Ordinance does not grant or vest any right to any Plan Member in, or to, the Funds administered by the Program Ordinance or any other funds of the City of San Antonio.

Section 18. Effective Date of Plan.

The program shall become effective on April 25, 1996, 12:01 a.m. and shall continue in effect until terminated by the City Council.

Section 19. Effective Date of Ordinance.

This Ordinance shall become effective upon its final adoption by the City Council.

CITY OF SAN ANTONIO AGENDA ITEM NO. 33
FINANCE DEPARTMENT

Office of the Director

TO: Mayor and City Council
FROM: Nora W. Chávez, Director of Finance and Lloyd Garza, City Attorney
COPIES: J. Rolando Bono, Assistant City Manager; Frank Garza, First Assistant City Attorney; Richard Ramirez, Assistant Director of Finance; Bruce Birdwell, Risk Manager; File
SUBJECT: Indemnification Ordinance

Date: March 26, 1996

SUMMARY AND RECOMMENDATIONS:

This Ordinance formally adopts the City of San Antonio Officer and Employee Liability Plan Policy ("the Plan"). It replaces Ordinance No. 62206, adopted in January 1986. The Plan indemnifies City officers and employees in connection with legal proceedings arising from the performance of their duties. This Policy will clarify the rights and responsibilities of the City, and of the officer or employee, and will simplify the process of responding in a timely manner to the initiation of litigation. The Plan does not affect police/fire personnel under their present labor contracts. The Plan shall consist of the policies, rights, and duties embodied in this Ordinance, and shall be implemented and administered as provided by this Ordinance.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION:

The current Ordinance was adopted as Ordinance No. 62206, in January 1986, but lacks procedural detail and clarity, causing concerns as to "acts" covered and excluded under the Indemnification Policy. The Ordinance also lacks detail in procedures that officers and employees need to follow in order to be entitled to indemnification; and causes confusion as to when the City will pay for employee's outside counsel.

The proposed Ordinance defines "acts" that are covered and excluded. If the City denies coverage, the Plan member may seek a determination from the court as to whether they are entitled to coverage. In addition, it will formalize the procedural process, in that officers and employees are given specific procedures in order to request indemnification. The City Attorney or his designee will represent the Plan member unless a conflict arises, then the Plan member must select an approved private attorney for representation. The City will not pay for any costs or legal fees incurred by the Plan member if they utilize an attorney not approved by the City Attorney and Risk Manager, unless required by law.

FINANCIAL IMPACT:

Formal adoption of this Ordinance will not necessitate a current budget amendment, as expenditures will be approved on a case-by-case basis in connection with each individual lawsuit.

COORDINATION:

The Finance Department and the City Attorney's Office have jointly developed this Ordinance for consideration.

Lloyd Garza
City Attorney

Nora W. Chávez
Director of Finance

Approved:

Alexander E. Briseño
City Manager

ATTACHMENT 5

CAPTAIN POWERS' TO ALEX PEREZ MEMO

SAN ANTONIO POLICE DEPARTMENT
INTEROFFICE CORRESPONDENCE

TO: Alex Perez, President of the SAPOA

FROM: Captain Tyrone Powers, Commander, Resource Management Section

COPIES: Chief Al Philippus, D.C. Albert Ortiz, D.C. Richard Gleinser, Lowell Denton, Ron DeLord, File

SUBJECT: Vehicles and Uniforms of the ICE Unit

Date: Oct. 26, 1999

On the signing and ratification of the current Collective Bargaining agreement, we agree that within 60 days, the vehicles assigned to the ICE unit, which is currently 14 vehicles, will be modified in their markings so as to not resemble police vehicle markings and done in proportion to the number of Civilian assignments. This change will consist of replacing the light-bar covers and red and blue overhead lights as well as vehicle decals. It is understood that this change will be in place for the duration of this contract. It is understood that on occasion, when a shortage of vehicles may exist either in the Civilian ICE vehicles or in the Sworn ICE vehicles, officers and civilians may have occasion to need to drive a plain vehicle or a marked uniform vehicle. The occasion to necessitate this action, though temporary in nature, will not constitute a grieavable action. We agree that should such a temporary occurrence happen, management will rectify this as soon as possible.

Within the same 60-day time frame, we agree to modify the Civilian ICE Uniform in such a manner as to limit the similarities between uniform and civilian personnel.

Tyrone S. Powers
Commander, Resource Management Section

ATTACHMENT6

MASTERCONTRACT DOCUMENT

City of San Antonio

Master Contract Document

for the

City of San Antonio Uniform Officers and Uniform Prefund Retirees
Health Benefit Program

San Antonio, Texas
January 1, 2000

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MASTER CONTRACT

INTRODUCTION

The purpose of the Employee Health Benefit Program is to provide the City of San Antonio Uniform Employees and Retirees with a family health plan, with coverage and benefits defined herein.

This Master Contract defines and provides for coverage and administration for the benefits common to uniform City employees, and retirees. The variations in coverage applicable to such classes are set forth in specific appendices to this Master Contract, including but not limited to Firefighters and Police Officers. The coverage provisions applicable to a covered person shall collectively be referred to as the Plan, and the provisions of this Master Contract and the applicable appendices for any covered person shall be referred to as the Plan Document.

This Plan Document does not provide for any premium payment or contributions to the cost of coverage. The obligation and amount of such payments are separately determined from the Ordinances of the City Council or any applicable Collective Bargaining Agreements.

This plan is open to uniform City employees and retired uniform City employees.

The benefits provided and defined in this Master Contract are self-funded by the City of San Antonio at the time this document was drafted, but the City of San Antonio is entitled to reinsure any portion of its obligations hereunder, and additionally may contract for any carrier acceptable to the City Council to assume and administer coverage and benefits under this document.

ANY BENEFITS UNDER THE CITY'S INSURANCE OR SELF FUNDED PROGRAMS ARE SUBJECT TO CHANGE AS DETERMINED BY THE CITY COUNCIL IN ANY BUDGET YEAR, OR BY AMENDMENT OR OTHER LAWFUL CHANGE TO THE APPLICABLE BARGAINING AGREEMENTS.

The City of San Antonio may select a claims administrator from time to time, or may elect to administer claims under the plan as an internal function. The City's claim administrator is not an insurer.

GENERAL INFORMATION

NAME OF PLAN:	CitiMed
PLAN YEAR:	January 1 through December 31.
PLAN SPONSOR:	City of San Antonio P.O. Box 839966 San Antonio, Texas 78283
PLAN ADMINISTRATOR:	Employee Benefits Administrator City of San Antonio Budget and Employee Benefits Department P.O. Box 839966 San Antonio, Texas 78283 (210) 207-8705
CLAIMS ADMINISTRATOR:	Benefit Planners, Inc. P.O. Box 690930 San Antonio, Texas 78269 (210) 691-2479
EFFECTIVE DATE:	The effective date of this plan for uniform City employees and uniform prefund retirees is January 1, 2000.

PLAN AND CLAIMS ADMINISTRATION

Administration and payment of claims under the Plan Documents shall be carried out by the Claims Administrator, under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan Document is carried out as written. The Plan Administrator shall have full power to administer the Plans and all of their details, and to make all final determinations about coverage on behalf of the City of San Antonio.

The Plan Administrator will make available for examination, to each Covered Person, his heirs, and/or assigns, records that pertain to the Covered Person at a reasonable time during normal business hours as established by the Plan Administrator.

The Plan Administrator's powers shall include, but shall not be limited to, the following:

(a) To make and enforce reasonable rules and regulations as the Plan Administrator deems necessary or proper for the effective and efficient administration of the Plan Document;

(b) To interpret the contract, including, but not limited to, all questions of coverage and eligibility. The Plan Administrator's interpretations thereof in good faith shall be final and conclusive on all persons claiming Benefits under the Plan Document, subject only to the Review and Appeal Process; and

(c) To coordinate with and supervise the Claims Administrator, prepare and handle budgetary and contractual relationships involving the plan, distribute information to Covered Persons under the plan, appoint such agents, counsel, accountants, consultants and actuaries as may be required to assist in administering the Plan Document.

CHAPTER 1 GENERAL PLAN COVERAGE FOR ELIGIBLE PARTICIPANTS

ELIGIBILITY REQUIREMENTS

Eligible Employee

Full-time City employees (authorized full-time equivalent) are eligible to participate in the Plan on the date their employment begins. Coverage begins on the date of hire, or upon taking office and performing work for the City of San Antonio, whichever occurs later.

A new employee who is not actively at work because of medical disability will not become covered under the Plan until the date the employee is actively at work.

Eligible Dependent

An Eligible Dependent is:

(1) The Eligible Employee's spouse. A spouse that is legally separated under a court decree under the laws of another state shall not be an eligible dependent,

(2) All natural children including legally adopted, under legal guardianship of the Covered Employee and who have not yet reached their twentieth birthday, provided the children have never been married and are principally dependent upon the Eligible Employee, as directed by court order, for support and maintenance. Foster children are not Eligible Dependents under this Plan, unless there has been an application for adoption accepted by the Texas Department of Human Services. Stepchildren are Eligible Dependents during the marriage between the Eligible Employee and the natural parent of the child, so long as (a) they permanently reside in the employee's household, and (b) are principally dependent on the employee.

In addition to the above, children will be considered as Eligible Dependents from age twenty (20) through age twenty-three (23), if they are full-time students, have never been married, and are principally dependent upon the Eligible Employee for support and maintenance.

The term "Eligible Dependent" shall not include anyone who is covered as an Eligible Employee. An Eligible Dependent shall not be entitled to any additional benefits or coverage by virtue of the fact that both parents, step parents or guardians are employed by the City.

Eligible Retiree

Any eligible City employee that retires under the rules of the Fire and Police Pension Fund will be eligible for the City's retiree health program.

Retired Employee's Dependents

If you retire and are eligible to receive retirement benefits you may continue your dependents' coverage, subject to the payment of any applicable premiums without lapse. Only Dependents who participate in the Plan at the time of the eligible employee's retirement are eligible. Eligible dependent children shall not include anyone who is covered as an eligible employee under the Plan.

Incapacitated Dependent

An Eligible Dependent child who is physically or mentally incapable of self-support upon attaining the age of twenty (20) years, shall continue to be an Eligible Dependent while remaining incapacitated, unmarried and continuously covered under the Plan. An eligible incapacitated dependent must be solely dependent on the employee, and must be incapacitated by a disability that arose while such dependent was a covered dependent. To continue eligibility under this provision, proof of incapacity must be submitted by the employee at least thirty-one (31) days prior to such child's attainment of age twenty (20).

Effective Date of Coverage

Coverage does not become effective until the Eligible Employee completes the City's enrollment document.

Newborn infants will be covered from the date of birth as long as the employee is covered under this plan and coverage for the newborn child is requested within 31 days of the child's date of birth. If coverage of a newborn is not requested within 31 days of the child's date of birth, then coverage cannot become effective until the next re-enrollment period.

Eligible Dependents who are enrolled after the effective date of this Plan will become covered on the date such dependent is acquired, provided that the covered Employee enrolls such dependent within 31 days of the date the dependent is acquired. If coverage of a dependent is not requested within 31 days of the date the dependent was acquired, the coverage cannot become effective until the next re-enrollment period.

If a new employee is not actively at work, coverage shall take effect on the date the individual returns to work.

If an Eligible Dependent (except a newborn child whose mother was covered under the Plan at the time of the child's birth) is confined in a hospital, residential treatment center, nursing home, convalescent hospital or rehabilitation facility at the time of the Eligible Dependent's effective date, the dependent's coverage shall not become effective until he is no longer confined. Confinement shall be construed to continue when the patient leaves the institution for a temporary period for therapeutic reasons or with a reasonable expectation that the patient will return to the institution to resume treatment.

Change of Family Status

If there is a legal change in family status, the employee has thirty-one (31) calendar days to notify the Employee Benefits Office in writing. The notice may be given by personally appearing in the Benefits Office and completing a change of dependent coverage form.

If there is no change in family status or if notice is not given for additional coverage within thirty-one (31) days after the legal change in status, no change can become effective until the next re-enrollment period, which shall be not less than thirty –one (31) days, occurring during the months of October or November, as the Plan Administrator shall determine, or as otherwise established by the City Council.

A legal change in family status includes: divorce; marriage; birth or adoption of a child, including a child living with the adopting parents during the period of probation; change in employment status for the employee's spouse; or ineligibility of a child due to age, or change in student status.

Termination of Coverage for Individuals

The coverage of any Covered Person under the Plan shall terminate on the earliest of the following dates:

(1) The date of termination of the Plan;

The date employment terminates;

(3) The date all coverage or certain benefits are terminated in a particular class by modification of the Plan; and

(4) The date an active Eligible Employee is covered under a qualified Health Maintenance Organization (HMO) or any other available alternative health care delivery system for the employee or dependents of the employee.

Termination of Coverage for Dependents

Coverage with respect to the Covered Person's dependents shall terminate under the Plan at the earliest time specified below:

(1) Upon termination of employment for the covered employee;

(2) On the date dependents cease to be eligible as defined in the Plan.

Termination of Coverage for Failure to Pay Premium

Coverage with respect to any Covered person for which a premium or contribution is required shall terminate 31 days after the due date for such premium, or as soon thereafter as otherwise allowed by law.

Documentation

The Plan Administrator is entitled to require relevant legal documentation to be furnished with any request for coverage or change in status.

CHAPTER 2 COBRA PROVISIONS

Continuation Coverage

On April 7, 1986, a federal law was enacted requiring that most employers sponsoring group health plans offer employees, retirees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This law is called the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA. This notice is intended to inform employees and retirees, in a summary fashion, of rights and obligations under the continuation coverage provisions of COBRA. The employee, retiree and spouse should take the time to read this notice carefully.

"Qualified Beneficiary" means:

a. you, as a Covered Employee, for termination or reduced hours;
b. your spouse or your dependent child if he/she was a dependent under the Plan on the day before your Qualifying Event occurred; or
c. a child who is born to a Covered Employee during a period of COBRA continuation coverage.

"**Qualifying Event for a Covered Employee**" means a loss of coverage due to:

a. termination of employment for any reason other than gross misconduct; or
b. reduction in hours of employment.

"**Qualifying Event for a Covered Dependent**" means a loss of coverage due to:

a. a Covered Employee's termination of employment for any reason other than a gross misconduct or reduction in hours of employment;
b. a Covered Employee's death; a spouse's divorce or legal separation from a Covered Employee;
c. a Covered Employee's entitlement to Medicare; or
d. a dependent child's loss of dependent status under the Plan.

"**Timely contribution payment**" means contribution payment must be made within 30 days of the due date or within such longer period as applies to or under the Plan.

Continuation of Health Coverage. Continuation of health coverage shall be available to you and/or your Covered Dependents upon the occurrence of a Qualifying Event. To continue health coverage, the Plan Administrator must be notified of a Qualifying Event by:

a. the Employer, within 30 days of such event, if the Qualifying Event is:
    1. for a Covered Dependent, the Covered Employee's death;
    2. the Covered Employee's termination other than for gross misconduct or reduction in hours;
    3. for a Covered Dependent, the Covered Employee's entitlement to Medicare.

b. you or a Qualified Beneficiary, within 60 days of such event, if the Qualifying Event is:
    1. for a spouse, divorce, or legal separation from a Covered Employee; or

2. for a dependent child, loss of dependent status under the Plan.

The Plan Administrator must, within 14 days of receiving such notice, notify any Qualified Beneficiary of his/her continuation right. Notice to a Qualified Beneficiary who is your spouse shall be notice to all other Qualified Beneficiaries residing with such spouse when such notice is given.

Upon termination of employment or reduction in hours, to continue health coverage for 29 months, a Qualified Beneficiary who is determined under Title II or Title XVI of the Social Security Act to be disabled on such date or at any time during the first 60 days of COBRA continuation coverage, must notify the Plan Administrator of such disability within 60 days from the date of determination and before the end of the 18 month period. If a Qualified Beneficiary entitled to the disability extension has non-disabled family members who are entitled to COBRA continuation coverage, the non-disabled family members are also entitled to the disability extension.

Qualified Beneficiaries who are disabled under Title II or Title XVI of the Social Security Act must notify the Plan Administrator within 30 days from the date of final determination that they are not longer disabled.

A Qualified Beneficiary must elect Continuation of Health Coverage within 60 days from the later of the date of the Qualifying Event or the date notice was sent by the Plan Administrator.

A newborn child of a Qualified Beneficiary or a child placed with a Qualified Beneficiary for adoption may be added according to the enrollment requirements for dependent coverage under the Eligibility Requirements of the Plan.

Any election by you or your spouse shall be deemed to be an election by any other Qualified Beneficiary, though each Qualified Beneficiary is entitled to an individual election of continuation coverage.

Upon election to continue health coverage, a Qualified Beneficiary must, within 45 days of the date of such election, pay all required contribution to date to the Plan Administrator. All future contribution payments by a Qualified Beneficiary must be made to the Plan Administrator and are due the first of each month with a 30-day grace period.

A Qualified Beneficiary will be notified by the Plan Administrator of the amount of the required contribution payment and the contribution payment options available.

Termination of Coverage. Coverage will end upon the earliest of the following:

a. termination or reduction of hours;
   1. 18 months from the date of the Qualifying Event; or
   2. 29 months from the date of the Qualifying Event if the Qualified Beneficiary is determined under Title II or Title XVI of the Social Security Act to be disabled on such date or at any time during the first 60 days of COBRA continuation coverage and provides notice as required by law (including, COBRA continuation coverage of non-disabled family members of the Qualified Beneficiary entitled to the disability extension).

b. the day, after the 18 month continuation period, which begins more than 30 days from the date of a final determination under Title II or Title XVI of the Social Security Act that a Qualified Beneficiary, entitled to 29 months, is no longer disabled (including COBRA continuation coverage of non-disabled family members of the Qualified Beneficiary entitled to the disability extension who is no longer disabled).

c. for a Covered Dependent, 36 months from the date of the Qualifying Event if the Qualifying Event is:
   1. the Covered Employee's death;
   2. the Covered Employee's entitlement to Medicare;
   3. a spouse's divorce or legal separation from a Covered Employee; or
   4. a dependent child's loss of dependent status under the Plan.

d. if any of the Qualifying Events listed in (c) occurs during the 18-month period after the date of the initial Qualifying Event listed in (a), coverage terminates 36 months after the date of the Qualifying Event listed in 1.

e. the date on which the Employer ceases to provide any group health plan to any employee;

f. the date on which a Qualified Beneficiary fails to make timely payment of the required contribution;

g. the date on which a Qualified Beneficiary first becomes (after the date of the election) covered under any other group health plan (as an employee or otherwise) which does not contain any exclusion or limitation with respect to any pre-existing condition of such Qualified Beneficiary;

h. the first day of the month in which a Qualified Beneficiary becomes entitled to Medicare; or

i. the date this Plan terminates.

Continuation of health coverage under this provision shall not duplicate health care coverage continued under any state or federal law.

Any questions about COBRA should be directed to the City's Employee Benefits Office, 115 Plaza De Armas, Suite 10-E, San Antonio, Texas 78205, (210) 207-8705.

CHAPTER 3 DEFINITIONS

"**ACCIDENTAL INJURY**" means a condition caused by an accidental means which results in traumatic damage to the Covered Person's body from an external force that is unexpected at the time, but which occurrence was definite as to time and place. Normal and routine human movements and activities shall not be considered accidents, even though unexpected physiological injury or damage may occur as a result thereof. (Such as bending, stooping or lifting resulting in disc injury; or yawning that damages the temporomandibular joint).

"**ACTIVELY AT WORK**" is considered any day when a covered employee performs in the customary manner all of the regular duties of employment.

"**ALLOWABLE EXPENSE**" relates to coordination of benefits, under Chapter 13 of this Plan Document. Allowable expenses shall mean any necessary usual, customary and reasonable expenses incurred while eligible for benefits under the Plan, part or all of which would be covered under any of the plans, but not including any expenses contained in the Exclusions chapter.

"**AMBULATORY SURGICAL CENTER**" means a specialized facility which is established, equipped, operated and staffed primarily for the purpose of performing surgical procedures on an outpatient basis and which fully meets one of the following two tests:

(a) It is licensed as an ambulatory surgical facility in the state in which it is located; or

(b) Where licensing is not required:

1. it is operated under the full-time supervision of a physician;
2. it permits surgical procedures to be performed only by physicians who are privileged to perform the procedure in at least one local hospital;
3. it requires in all cases, except for those using only local infiltration anesthetics, that a licensed anesthesiologist either administers the anesthetic or supervises an anesthetist who administers it and that the anesthesiologist or anesthetist remains present throughout the surgical procedure;
4. it provides at least one operating room and at least one post-anesthesia recovery room;
5. it is equipped to perform diagnostic x-ray and laboratory examinations or has an arrangement to obtain these services;
6. it has trained personnel and necessary equipment to handle emergencies;
7. it has immediate access to a blood bank or blood supplies;
8. it provides the full-time services of one or more registered graduate nurses (R.N.) for patient care in the operating room and post-anesthesia recovery room; and
9. it maintains an adequate medical record for each patient that contains an admitting diagnosis that includes, except for patients undergoing a procedure under local anesthesia, a preoperative examination report, medical history and laboratory tests and/or x-rays, and operative report and discharge summary.

"**ANNUAL OUT OF POCKET**" is the sum of the deductible and any co-insurance under the Plan Document. When the annual out of pocket is reached (which can be for an individual or a family) covered expenses incurred during that plan year will be paid at 100%.

Out of Pocket does not include:

* Charges beyond usual & customary fees;

* Penalties resulting from non-compliance with pre-certification;

* Co-insurance for inpatient or outpatient mental & nervous benefits;

* Charges not covered under the Plan.

"**BODY ORGAN**" means the following (a) a kidney; (b) a heart; (c) a heart/lung; (d) a liver, (e) a pancreas, when the condition is not treatable by use of insulin therapy; (f) bone marrow; and (g) a cornea.

"**CALENDAR YEAR**" a period of 12 consecutive months beginning with January 1 through December 31 of the same year. For new employees and dependents, the calendar year is the effective date of their coverage through December 31 of the same year.

"**CITY**" means the City of San Antonio.

"**CLAIMS ADMINISTRATOR**" means the Third Party Administrator or any City employee or office designated to process claims under the Plan Document.

"**COINSURANCE**" is the Covered Person's obligation to pay a percentage of the costs of care in accordance with the terms and provisions of this Plan document. For example, if this plan provides for payment of 80% of eligible medical expense, the remaining 20% is the employee's obligation, and is referred to as "coinsurance."

"**COPAYMENT**" is the covered person's obligation to pay a fixed dollar amount for the services rendered, e.g., $10 for prescription medications.

"**COMPLICATIONS OF PREGNANCY**" means:

(a) conditions requiring hospital confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or caused by pregnancy, such as: acute nephritis; nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity; or

(b) nonelective caesarean section; ectopic pregnancy which is terminated; or spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

"Complications of pregnancy" does not mean: false labor; occasional spotting; physician prescribed rest during pregnancy; morning sickness; hyperemesis gravidarum; preeclampsia; or similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"**COSMETIC PROCEDURES**" mean any surgical procedure or any portion of a surgical procedure performed primarily to improve physical appearance and does not promote the proper function of the body or treat any illness or injury.

"**COVERED PERSON**" means an eligible Employee, retiree, official or eligible Dependent

covered under this Plan.

"**COVERED PROVIDER**" means an ambulatory surgical center, a home health care agency, a licensed hospice care center, a hospital, a physician, a surgeon, a psychiatric day treatment facility, a rehabilitation facility and a skilled nursing facility.

"**CUSTODIAL CARE**" means that type of care or service, wherever furnished and by whatever name called, which is designated primarily to assist a covered person, whether or not totally disabled, in the activities of daily living. Such activities include, but are not limited to: bathing, dressing, feeding, preparation of special diets, assistance in walking or in getting in or out of bed, and supervision over medication which can normally be self-administered.

"**DEDUCTIBLE**" means the amount of Covered Medical Expenses a Covered Person must incur and pay each calendar year before benefits are payable under the Plan. "**FAMILY DEDUCTIBLE LIMIT**" means that, once the sum of the family deductible has been satisfied by the cumulative Covered Medical Expenses of the eligible employee and one (1) or more of his eligible dependents in a Calendar Year, no further deductible need be satisfied in that Calendar Year for any other eligible member of the family.
For example:

Employee	$ 85.00	
Spouse	200.00	Satisfied the Individual Deductible
Child	90.00	
Child 2	50.00	
Total submitted	$ 425.00	
Family Deductible Accumulation	- 400.00	
	$ 25.00	reimbursed at coinsurance level

Where a City employee, by virtue of his relationship to another City employee, would be considered an eligible dependent but for his employment with the City, the higher of the two (2) family deductibles of these two (2) City employees need only be satisfied.

"**DENTIST**" means a currently licensed dentist practicing within the scope of the license or any physician furnishing dental services which the physician is licensed to perform.

"**DIABETES EQUIPMENT**" means the following:

a. blood glucose monitors, including monitors designed to be used by blind individuals;
b. insulin pumps and associated appurtenances;
c. insulin infusion devices; and
d. podiatric appliances for the prevention of complications associated with diabetes.

"DIABETES SUPPLIES" means the following:

a. test strips for blood glucose monitors;
b. visual reading and urine test strips;
c. lancets and lancet devices;
d. insulin and insulin analogs;
e. injection aids; syringes;
f. prescriptive and non-prescriptive oral agents for controlling blood sugar levels; and
g. glucagon emergency kits.

"**DONOR**" means a person who undergoes a surgical operation for the purpose of donating a body organ(s) for transplant surgery.

"**DURABLE MEDICAL EQUIPMENT**" means equipment prescribed by the attending physician which meets each of the following: a) medically necessary; b) is not primarily or customarily used for non-medical purposes; c) is designated for prolonged use; and d) serves a specific therapeutic purpose in the treatment of any injury or illness.

"**ELIGIBLE EXPENSE**" is any expense, which is eligible for payment, in whole or in part under this plan document.

"**EMPLOYEE**" means a person who is directly employed by the City of San Antonio and is regularly scheduled for a full shift or schedule in like manner as other similarly situated workers in the department or division. "Employee" shall also include employees on Worker's Compensation, Disability, or Non-Paid status.

"**EMPLOYER**" means the City of San Antonio.

"**FIRE FIGHTER**" means any full time, permanent, paid Employee who:

(a) Is employed by the City's Fire Department;

(b) Has been hired in substantial compliance with Chapter 143 of the Local Government Code;

(c) Has successfully completed the Fire Academy; and

(d) Has received his or her certificate from the Fire Chief.

"**FULL TIME STUDENT**" means a participant's dependent child who is enrolled in and regularly attending an accredited college, university or institution on a full time basis as determined by the institution attended by the student. Evidence of the child's status as a full time student satisfactory to the claims administrator must be furnished by the covered person in the event of a claim or enrollment. A person ceases to be a full time student at the end of the month during which the person graduates or otherwise ceases to be enrolled and in attendance at the institution on a full time basis. A person continues to be a full time student during periods of vacation established by the institution, unless the person does not continue as a full time student immediately following the period of vacation.

"**HOME HEALTH CARE AGENCY**" means an agency or organization which meets all of the following requirements:

(1) It is licensed and primarily engaged in providing skilled nursing care and other therapeutic services;

(2) It has policies established by a professional group associated with the agency or organization and includes at least one physician and one registered graduate nurse (R.N.) who provide full time supervision of such services;

(3) It maintains complete medical records on each individual;

(4) It has a full time administrator.

"**HOSPICE**" means an agency which:

a. is primarily engaged in providing counseling, medical services or room and board to terminally ill persons;
b. has professional service policies established by a group associated with it. This group

must include one (1) Physician, one (1) Registered Nurse (RN) and one (1) social service coordinator;

c. has full-time supervision by a Physician;
d. has a full-time Administrator;
e. provides services 24 hours a day, seven (7) days a week;
f. maintains a complete medical record of each patient; and
g. is licensed in accordance with state law.

"**HOSPITAL**" means only an institution constituted and operated pursuant to any applicable law, engaged in providing, on an inpatient basis at the patient's expense, diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment, and care of injured and sick individuals by or under the supervision of a licensed physician or surgeon and continuously providing 24-hour-a-day services by registered nurses. The term "hospital" shall not include any institution or part thereof which is other than incidentally a place for rest, a residential treatment center, or a nursing home or convalescent hospital.

"**INTENSIVE CARE UNIT OR CARDIAC CARE UNIT**" means a clearly designated service area which is maintained within a hospital and which meets all of the following tests:

(a) It is solely for the treatment of patients who require special medical attention because of their critical condition;

(b) It provides within such area special nursing care and observation of a continuous and constant nature not available in the regular rooms and wards of the hospital;

(c) It provides a concentration of special lifesaving equipment immediately available at all times for the treatment of patients confined within such area; and

(d) It provides at least one professional registered nurse who continuously and constantly attends to the patient confined in such area on a twenty-four (24) hour a day basis; or

(e) An alternate hospital that is approved by the Plan Administrator, as long as the cost of care does not exceed the cost of care at a hospital that substantially meets subparagraphs (a) through (d) above, in accordance with one or more of the following criteria:

(i) to facilitate provision of medical services by a particular physician;

(ii) the covered person's physician certifies in writing to the Plan Administrator before services are rendered that the hospital is equipped to provide needed intensive or cardiac care;

(iii) proximity of the covered person's immediate family members;

(iv) the medical condition of the covered person indicates that it would be inadvisable to transfer to another hospital.

"**LIFETIME MAXIMUM**" is the cumulative maximum amount payable during the lifetime of the covered person, during periods of eligibility, as set forth in the Schedule of Benefits.

"**MASTER CONTRACT**" means and refers to this Plan Document, which sets forth the provisions of universal applicability to the City's various health benefit plans.

"**MEDICALLY NECESSARY**" means any care, treatment, service or supply provided for the diagnosis and treatment of a specific illness, injury or condition which meets all of the following.

(a) The care and treatment is appropriate given the symptoms, and is consistent with the diagnosis, if any. "Appropriate" means that the type, level, and length of service and the setting are needed to provide safe and adequate care and treatment;

(b) It is rendered in accordance with generally accepted medical practice and professionally recognized standards in the United States medical community;

(c) It is not treatment that is generally regarded as experimental, educational or unproven; and

(d) It is specifically allowed by the licensing statutes that apply to the provider that renders the service.

With respect to confinement in a hospital "medically necessary" further means that the medical condition requires confinement and that safe and effective treatment cannot be provided as an outpatient.

The Claims Administrator may require satisfactory proof in writing, that any type of treatment, service or supply received is Medically Necessary. The Claims Administrator may also specifically require the prescribing physician or consulting board or committee of any facility to provide a written analysis of the necessity and acceptability of the methods, process or procedure under this paragraph, taking into account the criteria set forth above. The fact that a physician may prescribe, order, recommend or approve care, treatment, service or supply does not, in itself, make them Medically Necessary.

Medical necessity specifically does not include any:

(a) Repeated test which would not be necessary if initially done correctly, or is not necessary at current intervals;

(b) Care, treatment, service or supply which is for the psychological support, education or vocational training of the Covered Person;

Criteria used in determining that a procedure is experimental includes:

(a) Whether there is an appropriate rationale for the treatment;

(b) Whether there is evidence that the treatment is effective;

(c) Whether there is evidence that the treatment is harmful;

(d) Whether the benefits justify the immediate and delayed risks of treatment;

(e) Whether the treatment has been endorsed or approved by the appropriate medical authorities, such as the FDA, the AMA or other medical specialty societies or specialists or whether the treatment is covered by Medicare or other public programs;

(f) Whether the device or treatment is the subject of ongoing investigation or research;

(g) Whether the treatment is legal;

(h) Whether controlled medical trials have been carried out that demonstrate the treatment's efficacy.

"**NEWBORN CARE**" charges for the routine care of a newborn child, while hospital confined, are covered by the Plan on the same basis as an illness of such newborn child. Such charges will be considered separate from the mother's charges and subject to the deductible and the applicable benefit

percentage payable as shown in the Schedule of Benefits. All such newborn coverage shall include circumcision. Well baby care is covered for three days after birth, before an individual dependent deductible is applicable to the newborn.

"**OTHER COVERAGE**" means any other contract or policy under which the Covered Person is enrolled, such as:

* Group or blanket insurance;

* Group practice, group Blue Cross, group Blue Shield, individual practice offered on a group basis, or other group prepayment coverage;

* Labor management trusteed plans, union welfared plans, employee organization plans, or employee benefit organization plans;

* Government programs, such as Medicare, or coverage required or provided by statute;

* Any group coverage of a child sponsored by, or provided through, any educational institution;

* Group arrangements for members of associations or individuals.

"**OTHER COVERED PROVIDER**" means a certified social worker (CSW) licensed professional counselor (LPC), licensed occupational therapist (LOT), certified nurse midwife, licensed speech therapist, licensed physical therapist, registered nurse, licensed vocational nurse, or licensed practical nurse.

"**PHYSICIAN OR SURGEON**" means any professional practitioner who holds a lawful license authorizing the person to practice medicine or surgery in the locale in which the service is rendered, limited to a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.), a Doctor of Podiatric Medicine (D.P.M.), a Doctor of Dental Surgery (D.D.S.), a Doctor of Chiropractic (D.C.), a Clinical Psychologist (Ph.D), who has met the standards of the National Register of Health Service Providers in Psychology.

"**PLAN**" whenever used herein without qualification means this Plan Document.

"**PLAN ADMINISTRATOR**" means the City of San Antonio's designated Employee Benefits Administrator.

"**PLAN DOCUMENT**" means this Master Contract and any Addendum, which collectively provide and define coverage for particular employees and dependents.

"**PLAN SPONSOR**" means the City of San Antonio.

"**PLAN SUMMARY**" is the information provided to City employees concerning coverage and benefits to assist in understanding and using available benefits. THE PLAN SUMMARY DOES NOT DEFINE COVERAGE, WHICH IS THE SOLE PURPOSE OF THE MASTER CONTRACT. ANY STATEMENT ABOUT COVERAGE IN THE SUMMARY IS A GENERAL INTERPRETATION ONLY, AND IS NOT MADE FOR SPECIFIC APPLICATION TO ANY COVERED PERSON, ILLNESS, OR EXPENSE.

"**POLICE OFFICER**" means any full time, permanent, paid employee who:

(a) Is employed by the City's Police Department;

(b) Has been hired in substantial compliance with Chapter 143 of the Local Government Code;

(c) Has successfully completed the Police Academy; and

(d) Has received his or her certificate from the Police Chief.

"**POST DELIVERY CARE**" means postpartum health care services provided in accordance with accepted maternal and neonatal physical assessments. Post Delivery Care includes parent education, assistance and training in breast-feeding and bottle-feeding and the performance of any necessary and appropriate clinical tests.

"**PRINCIPALLY DEPENDENT**" shall have the meaning defined in Sections 151 and 152 of the Internal Revenue Code and the regulations thereunder.

"**PSYCHIATRIC DAY TREATMENT FACILITY**" means an institution which meets all of the following requirements:

(a) It is a mental health facility which: provides treatment for individuals suffering from acute mental, nervous or emotional disorders, in a structured psychiatric program utilizing individualized treatment plans with specific attainable goals and objectives appropriate both to the patient and the treatment modality of the program; and is clinically supervised by a doctor of medicine who is certified in psychiatry by the American Board of Psychiatry and Neurology.

(b) It is accredited by the Program for Psychiatric Facilities or its successor, or the Joint Commission on Accreditation of Hospital; and

(c) Its patients are treated for not more than eight (8) hours in any twenty-four (24) hour period.

"**QUALIFIED INSURED**" means an individual eligible for coverage under the Plan who has been diagnosed with:

a. insulin dependent or non-insulin dependent diabetes;
b. elevated blood glucose levels induced by pregnancy; or
c. another medical condition associated with elevated blood glucose levels.

"**RECIPIENT**" means an insured person who undergoes a surgical operation to receive a body organ transplant.

"**REHABILITATION FACILITY**" means a facility that provides services of acute rehabilitation. All services are provided under the direction of a physician with a specialty in rehabilitation and physical medicine. The facility is staffed around the clock by registered nurses and it does not provide services of a custodial nature. The facility must be Medicare certified, licensed by the State Department of Health as a "special hospital" and accredited by the Joint Commission on Accreditation of Healthcare Organizations. It is also accredited by the Commission on Accreditation of Rehabilitation Facilities.

"**SKILLED NURSING FACILITY**" means a legally operated institution, or a distinct part of an institution, primarily engaged in providing skilled nursing care to patients recovering from injury or illness and which:

(a) Is under the resident supervision of a physician or registered nurse (R.N.);

(b) Provides continuous skilled nursing care for 24 hours of every day;

(c) Requires that the health care of every patient be under the supervision of a physician;

(d) Provides that a physician be available at all times to furnish necessary medical care in emergencies;

(e) Maintains clinical records for each patient;

(f) Has an effective utilization review plan;

(g) Has a transfer agreement with at least one (1) hospital;

(h) Is not, other than incidentally, a clinic, a place devoted to care of the aged or a place for treatment of mental disorders or mental retardation;

(i) Is not a place for custodial care.

"**TEMPORARY MECHANICAL EQUIPMENT**" means any non-organic device used in conjunction with the recipient's own body organ for the purpose of sustaining a bodily function for which a transplant has been deemed necessary by the attending physician.

"**TRANSPLANT SURGERY**" means the transfer of body organ(s) from a donor to a recipient.

"**USUAL & CUSTOMARY CHARGE**" means charges for Medically Necessary services and supplies which would usually be provided for cases the same as or similar to the one being treated. The Usual and Customary charge is limited to the lesser of:

(a) The fee usually charged by the provider for similar services and supplies; and

(b) The fee usually charged for the same service or supply by other providers who are in the same area. "Area" means a geographical area as determined by the Claims Administrator to be significant enough to establish a representative base of charge for the treatment. The determination of the "usual and customary" charges by the Claims Administrator shall be based on standard profiles and statistical sampling methods accepted in the benefits industry. Usual and customary shall be based on the 85th percentile and updated on a semi-annual basis. All charges above or beyond the "usual and customary" charges so determined are the financial responsibility of the Covered Person. Upon request, the City will furnish information or assistance to a Covered Person to enable them to contest excessive charges, in accordance with the policy of the Employee Benefits Office in effect at the time of the request.

CHAPTER 4 COVERED MEDICAL EXPENSES

Covered Medical Expenses shall be the portion, set forth in the Schedule of Benefits, of the usual and customary charges for the following services, supplies, and treatment when medically necessary and when ordered by a licensed physician or surgeon. Medical expenses exceeding usual and customary expenses covered by this plan will be the obligation of the Covered Person.

1. Daily semi-private room charge in a hospital or rehabilitation facility.

2. Services and supplies furnished by a hospital.

3. Treatment by a physician or surgeon.

4. Treatment by an other covered provider not related by blood or marriage.

5. Anesthetic and its administration.

6. "Surgery in mouth or oral cavity" is limited to:

   (a) removal of non-odontogenic lesions, tumors or cysts;

   (b) incision and drainage of non-odontogenic cellulitis;

   (c) surgery on accessory sinuses, salivary glands and ducts and tongue;

   (d) surgical treatment of fractures and dislocation of the jaw resulting from an accidental injury.

7. Diagnostic radiology, radiation therapy and laboratory examinations.

8. Ambulance charges to or from the nearest medically appropriate hospital by an ambulance service operated in accordance with State law.

9. Medical supplies and equipment as follows:

   (a) drugs and medicines which can be obtained only by numbered prescription for the specified illness or injury for which the patient is being treated;

   (b) birth control pills, injections and medication implants are covered for employees and dependent spouses only. No other contraceptive methods or devices are covered;

   (c) blood and blood plasma;

   (d) charges for drawing and storing autologous blood;

(e) prosthetic appliances such as artificial limbs or eyes, not including their replacement except when required due to growth or development of a dependent child. After a covered mastectomy, breast implants or prostheses are also covered. Replacement of breast prosthesis is covered only when original prosthesis was required due to a major catastrophic illness or injury;

(f) crutches. The rental (but not to exceed the total cost of purchase) or, at the option of the Claims Administrator, the purchase of durable medical equipment when medically necessary and prescribed by a physician for therapeutic use, including wheelchairs, hospital beds, oxygen and equipment for its administration including IPPB (Intermittent Positive Pressure Breathing);

(g) medical supplies such as lancets, autolets, syringes, dextrowash and dextrostix, ostomy supplies, casts, splints, trusses and braces;

(h) orthopedic shoes when prescribed by a physician.

10. Dental treatment for fractured jaw or for injury to sound natural teeth including replacement of such teeth within six months after the date of accident, provided that such accident occurs while the insurance is in force as to the covered person.

11. Expenses incurred for maternity care and services shall be covered on the same basis as for any other illness incurred by the covered person or the dependent spouse. There is no coverage for expenses for maternity care and services incurred by a dependent child except for complications of pregnancy which shall be treated as any other illness.

Coverage for inpatient care for a mother and her newborn child in a health care facility shall be as follows:

a. 48 hours following an uncomplicated vaginal delivery; and
b. 96 hours following an uncomplicated delivery by cesarean section.

The attending physician shall make the determination as to whether a delivery is complicated.

If a decision is made to discharge a mother or her newborn child from inpatient care before the expiration of the minimum hours of coverage of inpatient care as provided above, the Plan will provide coverage for timely Post Delivery Care as defined herein. Such care may be provided to the mother and the child by a physician, registered nurse or other appropriate licensed health care provider and may be provided at the mother's home, a health care provider's office, a health care facility or another location determined to be appropriate under rules adopted by the Commissioner of Insurance.

12. Newborn care.

13. Services of a licensed speech therapist are covered only when there has been a partial or total loss of functional speech due to illness or injury, when normal speech was present before the illness or injury, and when therapy is rendered in accordance with a physician's specific instructions as to type and duration.

14. Services of a licensed physical therapist are covered only for those services that require the technical medical proficiency and skills of a licensed physical therapist and which are rendered in accordance with a physician's specific instructions as to type and duration.

15. Acupuncture or hypnosis when performed by a covered provider and in lieu of anesthesia.

16. Psychiatric Treatment. Serious mental illness includes the following; (1) schizophrenia; (2)

paranoia and other psychotic disorders; (3) bipolar disorders (mixed, manic, depressive, and hypomanic); (4) major depressive disorders (single episode or recurrent); (5) schizo-affective disorders (bipolar or depressive); (6) pervasive developmental disorders; (7) obsessive-compulsive disorders; and (8) depression in childhood and adolescence. Treatment of the above-listed serious mental illnesses is limited to 45 days of inpatient treatment per calendar year and 60 visits for outpatient treatment, including group and individual outpatient treatment, per calendar year. Coverage for such treatment does not include addiction to a controlled substance or marihuana that is used in violation of law or mental illness resulting from the use of a controlled substance or marihuana in violation of law. The above-listed serious mental illnesses will be covered as any other illness subject to applicable deductibles, coinsurance, limits and exclusions, pre-certification and non-pre-certification penalties. Any diagnosis other than those listed in the sub-paragraph will be subject to the current Plan design in each program.

17. Chemical dependency and substance abuse will be treated as any other illness.

18. Voluntary sterilization is covered.

19. Preventive services:

    (a) One routine pap smear (doctor's procedure charge, lab expenses and office visit) per calendar year for female covered persons;

    (b) One routine mammogram per calendar year for female covered persons age thirty-five (35) and over;

    (c) One (1) routine physical examination per calendar year for an eligible employee only. The Plan will cover 100% of the costs of such physical examination if done at the Occupational Health Clinic, 401 W. Commerce, Suite 326, or the eligible employee's own physician, subject to the deductible and coinsurance as state herein.

    (d) A physical examination for the detection of prostate cancer and prostate-specific Antigen test used for the detection of prostate cancer for each male enrolled in the Plan who is;

        1. at least 50 years of age and asymptomatic; or
        2. at least 40 years of age with a family history of prostate cancer or another prostate cancer risk factor.

20. Gamma globulin injections and the following immunizations for Covered Dependents from birth through the date the child is six (6) years of age shall be covered: (a) DTP, (b) polio (OPV), (c) MMR, (d) meningitis (HIB); (e) hepatitis B (HBV); (f) tb tine; (g) varicella; and (h) any other immunization as required by Texas law. After age six (6), the aforementioned immunizations will be covered only if the dependent was covered under this Plan before attaining age six (6). Expenses for all covered immunizations are covered at 100%, deductible waived. Other services provided at the same time as the immunizations, including, but not limited to, office visit charges, shall be subject to the deductible and coinsurance.

21. Expenses for Attention Deficit Disorder.

22. Occupational Therapy

23. Diabetes. Coverage shall be provided to each Qualified Insured as defined herein for:

a. diabetes equipment;
b. diabetes supplies; and
c. diabetes self-management training programs as defined herein.

A health care practitioner or provider who is licensed, registered, or certified in Texas to provide appropriate health care services must provide diabetes self-management training. Self-management training includes:

a. training provided to a Qualified Insured after the initial diagnosis of diabetes in the care and management of that condition, including nutritional counseling and proper use of diabetes equipment and supplies;

b. additional training authorized on the diagnosis of a physician or other health care practitioner of a significant change in the Qualified Insured's symptoms or condition that requires changes in the Qualified Insured's self-management regime; and

c. periodic or episodic continuing education training when prescribed by an appropriate health care practitioner as warranted by the development of new techniques and treatments for diabetes.

24. Temporomandibular Joint. Medically necessary diagnostic or surgical treatment of conditions affecting the temporomandibular joint (jaw and the craniomandibular joint) resulting from one of the following shall be covered:

a. an accident;
b. a trauma;
c. a congenital defect;
d. a developmental defect; or
e. a pathology.

Such coverage is subject to the same Plan provisions as for any surgical treatment including, but not limited to, the requirements for pre-certification of benefits.

25. Mastectomy. Coverage for inpatient care for a Covered Person is as follows:

a. 48 hours following a mastectomy; and
b. 24 hours following a lymph node dissection for the treatment of breast cancer.

If the Covered Person and the Covered Person's attending physician determine that a shorter period of inpatient care is appropriate, the Plan is not required to provide the minimum hours of coverage of inpatient care stated above.

26. Treatment for Mental and Nervous Conditions

a. There is a limit of 30 days on the number of days for hospital confinement (20% coinsurance applies).
b. There is a limit of 60 days on the number of days for treatment at psychiatric day treatment facility (20% coinsurance applies).
c. Psychiatric counseling will be paid at 50% of usual and customary.

27. Hospice Care. Hospice care is an alternative to the Hospital Confinement of a terminally ill person. Hospice Benefits are available for Covered Persons with a life expectancy of six (6) months or less provided the attending Physician approves the program. Failure to pre-certify will result in no benefit allowances. Hospice care is subject to the deductibles and co-insurance as provided in the applicable appendix for each class of City employee, retiree, and official.

Eligible Hospice Charges are charges made by a Hospice for:

a. room and board;
b. private duty nursing care provided by or under the supervision of a Registered Nurse (R.N.);
c. part-time or intermittent home health aide services which consist primarily of caring for the patient by employees of the Hospice;
d. social work performed by a licensed social worker, routinely provided by the Hospice agency;
e. nutritional services, including, special meals, if included in the per diem;
f. emotional support services routinely provided by the Hospice agency, if included in the per diem;
g. bereavement counseling sessions for eligible dependents covered under the Plan, if included in the per diem; and
h. drugs and medication.

28. Organ Transplants. If covered expenses are incurred as a result of a body organ transplant, the Plan will pay the applicable co-insurance percentage of the Covered Expenses, as defined herein, after the deductible is applied, subject to the lifetime maximum benefit and the following conditions:

a. Benefits are available for body organ transplantation, subject to determination made on an individualized case by case basis in order to establish medical necessity;
b. Benefits will be provided only when the hospital and physician customarily charge a transplant recipient for such care and services;
c. When only the transplant recipient is a Covered Person, the benefits of the Plan will be provided for the donor to the extent that such benefits are not provided under any other form of coverage. In no such case under the Plan will any payment of a "personal service" fee be made to any donor. Only the necessary hospital and physician's medical care and services expenses with respect to the donor will be considered for benefits;
d. When only the donor is a Covered Person, the donor will receive benefits for care and services necessary to the extent such benefits are not provided under any coverage available to the recipient. Benefits will not be provided to any recipient who is not a Covered Person; and
e. When the recipient and the donor are both Covered Persons, as provided herein, benefits will be provided for both in accordance with their respective Covered Expenses.

If the recipient is the Covered Person and/or pursuant to the conditions set forth above, the following coverage shall be provided:

a. The use of temporary mechanical equipment, pending the acquisition of "matched" body organ(s);
b. Transplant surgery of a body organ(s) as defined herein;
c. Multiple transplant(s) during one (1) operative session;
d. Replacement(s) or subsequent transplant(s); and
e. Follow-up expenses for covered services, including immunosuppressant therapy.

If the donor is a Covered Person and pursuant to the conditions set forth above, the following coverage shall be provided:

a. The acquisition of a body organ(s) from the donor;
b. The life support of a donor pending the removal of a usable body organ(s); and
c. Transportation of a body organ(s). However, transportation of a body organ(s) shall not include transportation of a living donor and/or a donor on life support.

CHAPTER 5 LIMITATIONS

Benefit limitations apply to the following conditions and services:

1. Abortions

Abortions will be covered when the attending physician certifies that the mother's life would be endangered if the fetus were carried to term.

2. Cosmetic Procedure

Elective procedure performed solely to improve appearance is not covered. Nor are the complications that may arise from or are the direct result of such procedure covered. A procedure utilized as treatment of neurosis, psychoneurosis, psychopathy, psychosis and other mental, nervous and emotional illnesses is not covered. However, expenses incurred for a cosmetic procedure for the prompt repair or alleviation of damage caused solely by accidental bodily injury sustained while benefits are in force, or congenital defects of children born while covered under this Plan and the defects repaired while covered under this Plan are covered, or for the correction of a congenital anomaly in a newborn child covered under this Plan from birth.

3. Treatment in Mouth or Oral Cavity

The care and treatment of the teeth, gums or alveolar process or for dentures, appliances or supplies used in such care and treatment is not covered, except for charges incurred as a result of and within six months after an accident suffered while covered hereunder for treatment of injuries to sound, natural teeth, including replacement of such teeth, or for setting of a jaw fractured or dislocated in such accident; provided, however, that this exclusion shall not be applicable to services and supplies rendered to a newborn child which are necessary for treatment or correction of a congenital defect.

4. Maternity for Dependents

Maternity care and services rendered to a dependent child are limited to treatment of Complications of Pregnancy.

5. Mental and Nervous Conditions

Subject to the applicable percentage payable as stated in the Schedule of Benefits, charges for services provided by a physician (M.D., D.O., clinical psychologist, certified social worker or licensed professional counselor) including group therapy, and collateral visits with members of the patients immediate family for the treatment of mental, nervous, emotional, drug or substance abuse illness or disorders of any type are payable as follows:

Covered physician charges provided on an inpatient basis are covered at the applicable percentage rate stated in the Schedule of Benefits.

No coverage is provided for physical or psychological therapy in an in or out patient setting where art, play, music, drama, reading, nutrition, massage, education, home economics or recreational activities is the method of treatment.

Psychological testing, evaluation or assessment is covered at the applicable percentage rate listed in the Schedule of Benefits.

Expenses for treatment in a psychiatric day treatment facility for a mental, nervous or emotional disorder, if the attending physician certifies that such treatment is in lieu of hospitalization, will be covered as if incurred on an inpatient basis. Any benefits so provided shall be determined as if necessary care and treatment in a psychiatric day treatment facility were inpatient care and treatment in a hospital; each full day or treatment in a psychiatric day treatment facility shall be considered equal to one-half day of hospital confinement for purposes of determining benefits and benefit maximums under the Plan.

6. Private Room Limit

When private room accommodations have been used, charges will be reimbursed at the average semi-private room rate in the facility. If a hospital has private rooms available only, then the maximum eligible charge will be based on the usual and customary semi-private room charge in the community.

CHAPTER 6 EXCLUSIONS

No coverage is provided under the Plan for services and supplies:

1. For which the patient or employee has no legal obligation to pay, or for which no charge would be made if the employee had no health coverage.

2. Any treatment or service rendered by a Covered Provider related by blood or marriage.

3. Not medically necessary for the diagnosis and treatment of an illness or injury or which exceed the usual and customary charges.

4. For intentionally self-inflicted injury, whether sane or insane.

5. For diseases contracted or injuries sustained as a result of service in any branch of the armed forces.

6. For accidental bodily injury or illness which is covered by Workers' Compensation or an Occupational Medical Policy, or any expenses payable under compromise settlement

agreements arising from a Workers' Compensation Claim.

7. For marital, family, vocational and other counseling services, except for nutritional counseling for diabetics.

8. For sex transformation surgery and all expenses in connection with such surgery.

9. For reversal or attempted reversal of sterilization.

10. For services, therapy and counseling for sexual dysfunction or inadequacies or for implants or aids to sexual function except due to a disease or injury which is otherwise covered by this plan.

11. Family planning, infertility treatment and services including but not limited to: artificial insemination and personal therapy for infertility.

12. For a dependent child's pregnancy except for complication as defined by the Plan arising from a dependent child's pregnancy.

13. For smoking cessation seminars, services, devices or medications.

14. For the surgery or treatment of obesity, morbid obesity, dietary control, or for weight reduction.

15. For nutritional supplements, including prescription and over the counter vitamins.

16. For exercise equipment or exercise programs.

17. For orthotics (arch supports, etc.) and other supportive devices for feet that are not prescribed by a physician.

18. For air conditioners, filters, humidifiers, dehumidifiers, and purifiers.

19. For eye exercises, visual training (orthoptics), eyeglasses, including contact lenses, hearing aids, or examinations for the purpose of determining visual acuity or level of hearing.

20. For radial keratotomy surgery and orthokeratology.

21. For medical, dental or surgical treatment including associated diagnostic procedures of orthognathic conditions.

22. For vocational therapy.

23. For preparing medical reports or itemized bills.

24. For travel or accommodations, whether or not recommended by a physician.

25. For charges associated with non-emergency hospital admissions on either a Friday or a Saturday unless a surgical procedure is performed within 24 hours of admission.

26. For special education, counseling or care for learning deficiencies or behavioral problems whether or not associated with a manifest mental disorder or other disturbance.

27. For care in a health resort, rest home, nursing home, residential treatment center, or any institution primarily providing convalescent, or custodial care.

28. For custodial care.

29. For any claims filed more than one (1) year from the month the covered service or supply was provided.

30. For admissions aimed at primarily overcoming the after effects of a specific episode of drug abuse (detoxification), or to keep the patient from access to drugs (maintenance care).

31. For sales tax, transportation, tariffs, immigration fees for international travel, or federal excise taxes are not covered under this plan document.

32. For routine physical examinations for eligible dependents and for eligible employees not covered in Chapter 4, paragraph 19(c).

33. No coverage is provided for services and supplies for routine or preventative immunizations or vaccinations except for gamma globulin injections and child immunizations.

34. Coverage for **Hospice Care** does not include the following charges:

    a. nutritional services, including special means not included in the per diem;
    b. emotional support services not routinely provided by the Hospice agency and/or not included in the per diem;
    c. bereavement counseling sessions for eligible dependents covered under the Plan not included in the per diem;
    d. funeral arrangements;
    e. pastoral counseling; and
    f. financial or legal counseling.

35. Coverage for **Organ Transplant Surgery** does not include the following charges:

    a. Experimental treatment for new procedures, and treatments, services or supplies which are still considered experimental or investigational and not "generally accepted" by the medical profession. The judgment whether a procedure, treatment, service or supply is experimental is based upon all of the relevant facts and circumstances, including, but not limited to:

        1. Approval by the U.S. Food and Drug Administration, the American Medical Association or the appropriate Medical Specialty Society;
        2. Medical and scientific literature;
        3. Scientifically demonstrated health benefits;
        4. Safety and effectiveness compared to alternatives; and
        5. Safety, effectiveness and benefits when used outside of a research setting;

    b. Any animal organ or mechanical equipment, mechanical device, or mechanical organ(s), except as provided herein;
    c. Any financial consideration to the donor other than for a covered service or supply which is incurred in the performance of or in relation to transplant surgery; and
    d. Transportation of a donor, except as provided herein.

CHAPTER 7 PRE-EXISTING CONDITIONS

With respect to any Covered Person, a pre-existing condition is an injury, illness or condition that has been diagnosed, whether or not treatment has been rendered or prescribed, or for which the individual received treatment or services or took prescribed drugs or medicines within the six (6) month period immediately prior to becoming covered by this Plan. No benefits will be paid for expenses incurred as a result of a pre-existing condition during the first six (6) months a person is covered by this Plan.

This provision does not apply to Covered Persons if their current coverage is effective on the date the Plan becomes effective.

This limit shall apply to any new dependents.

CHAPTER 8 SUPPLEMENTAL ACCIDENT BENEFITS

This provision provides you and your dependents with supplemental benefits for hospital and medical expenses resulting from an Accidental Injury occurring while you are covered by this Plan.

Covered medical expenses directly related to the accident and incurred within the first ninety (90) calendar days of the date of the accident, are covered at 100% up to a maximum of $500. Deductible does not apply.

CHAPTER 9 PRE-ADMISSION TESTING

If a Covered Person who is scheduled for inpatient surgery in a hospital, has preoperative testing relating to this surgery performed within ten (10) days prior to the scheduled surgery and the testing is performed at a physician's office, diagnostic laboratory, ambulatory surgery center or on a hospital outpatient basis, the Plan will pay pre-operative testing at 100% provided:

1. The charge for the surgery is a covered expense;
2. The tests would have been covered had the patient been confined as a hospital inpatient;
3. The tests are not repeated when the patient is confined for the surgery;
4. The test results are a part of the patient's medical record;
5. The surgery is performed in a hospital;
6. The service is identified as pre-admission or preoperative testing.

The deductible does not apply.

CHAPTER 10 HOSPITAL PRE-CERTIFICATION

Certification of ALL admissions to a hospital including admissions for rehabilitation, treatment of mental or nervous condition, drug, alcohol or substance abuse and maternity is required prior to or on the day of admission as an inpatient. Emergency admissions must be verified within forty-eight (48) hours following admissions. Confirmation of the admission or an extension beyond the period originally authorized will be provided by the Utilization Review Nurse to the Covered Person, the hospital and the physician.

Certification of all outpatient surgery, performed in an ambulatory surgery center or hospital outpatient facility, is required prior to or on the day of the surgery. Emergency outpatient surgery must be certified within forty-eight (48) hours following the surgery. Confirmation of the outpatient surgery will be provided by the Utilization Review Nurse to the Covered Person, the outpatient facility and the physician.

The Covered Person is responsible for the certification of hospital admission and outpatient surgery.

For all hospital admissions and outpatients surgeries:

The patient, a family member, the physician or the hospital must call the City of San Antonio's Utilization Review Nurse for:

For regular admissions and outpatient surgery:

Call prior to the scheduled admission or surgery date.

For emergency admissions and outpatient surgery:

Call within forty-eight (48) hours of admission or surgery. The number to call for precertification is listed on the back of the Plan identification card provided by the Claims Administrator.

If Pre-Certification Authorization is not obtained the maximum benefit paid for the doctor and hospital will be fifty percent (50%) of the usual and customary charges. The fifty percent (50%) not reimbursed by the Plan will not count toward satisfaction of the Plan year out-of-pocket maximum.

Pursuant to State law, the Plan will not restrict benefits for any hospital length of stay in connection with a mastectomy or lymph node dissection of less than 48 hours following a mastectomy or less than 24 hours following a lymph node dissection or require that a provider obtain authorization from the Plan for prescribing a length or stay within the above periods. Certification is required for a length of stay, which is in excess of the above periods.

Pursuant to State law, the Plan will not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child of less than 48 hours following an uncomplicated vaginal delivery or less than 96 hours following an uncomplicated cesarean section, or require that a provider obtain authorization from the Plan for prescribing a length of stay within the above periods. Certification is required for a length of stay, which is in excess of the above periods.

CHAPTER 11 PREFERRED PROVIDER NETWORK

Preferred Provider Network

The City of San Antonio participates in a Preferred Provider Network of hospitals, physicians and other providers that are contracted to furnish, at negotiated costs, medical care for the City employees and their dependents. The use of a Preferred Provider may result in reduced out of pocket expenses to the Covered Person.

A current listing of the Preferred Provider Network contracting hospitals, physicians and other providers is available in the Employee Benefits Office. A Covered Person may choose any health care provider.

The City reserves the right to terminate or modify the Preferred Provider Network program, or any portion thereof, at any time.

CHAPTER 12 EMPLOYEE SELF-AUDIT PROGRAM

On inpatient hospital bills under $3,000.00 the Plan will make a cash presentation to any employee who (1) detects a billing overcharge made by a hospital as a result of an inpatient confinement to any covered family member and (2) receives a billing adjustment and (3) the Plan realizes a savings.

Upon discharge from the hospital, simply review the bill. If there is any error, it may be in one of the following area:

A Calculation Error

A charge for service the patient did not receive.

The patient received a service but not in the quantity indicated.

Remember, take the original bill and obtain a corrected bill and present both to the City Claims Administrator for review and determination. The Plan will pay the employee 25% of the savings or maximum of $500, whichever is less. As an example, if an employee detects an incorrect charge of $1,200 and this is confirmed, the employee will receive a check for 25% of the savings, or $300 from the Plan.

CHAPTER 13 COORDINATION OF BENEFITS (COB)

The COB provision is designed to correct over coverage which occurs when a person has health coverage for the same expenses under two (2) or more of the plans listed below. Should this type of duplication occur, the benefits under this Plan will be coordinated with those of the other plans so that the total benefits from all plans will not exceed the expenses actually incurred.

If a Covered Person's benefits under another health plan are reduced due to cost containment provisions, such as a second surgical opinion, pre-certification, HMO or preferred provider arrangements, the amount of the reduction shall not be considered as an allowable expense under this Plan.

The benefits provided by the plans listed below are considered in determining duplication of coverage:

1. This Plan;

2. Any other group insurance or prepayment plan, Health Maintenance Organizations (HMOs); Blue Cross/Blue Shield;

3. Any labor-management trusteed plan, union welfare plan, employer organization plan or

employee benefit organization plan;

4. Any government plan or statute providing benefits for which COB is not prohibited by law.

Order of Benefit Determination

Certain rules are used to determine which of the plans will pay benefits first. This is done by using the first of the following rules which applies:

1. A plan with no COB provision will determine its benefits before a plan with a COB provision;

2. A plan that covers a person other than as a Dependent will determine its benefits before a plan that covers such person as a Dependent;

3. Any labor-management trusteed plan, union welfare plan, employer organization plan or employee benefit organization plan will determine its benefits before this plan;

4. When a claim is made for a dependent child who is covered by more than one (1) plan:

   (a) the benefits of the plan of the parent whose birthday falls earlier in the year will be determined before the benefits of the plan of the parent whose birthday falls later in that year; but

   (b) if both parents have the same birthday, the benefits of the plan which covered the parent longer will be determined before those of the plan which covered the other parent for a shorter period of time.

This method of determining the order of benefits will be referred to as the "Birthday Rule." The Birthday Rule will be used to determine the order of benefits for dependent children in all cases except those described below.

   (c) if the other plan does not have the Birthday Rule, then the plan which covers the child as a dependent of the male parent will pay its benefits first.

   (d) if the parents are legally separated or divorced, benefits for the child will be determined in this order:

      (i) first, the plan of the parent with custody of the child will pay its benefits;
      (ii) then, the plan of the spouse of the parent with custody of the child will pay its benefits; and
      (iii) finally, the plan of the parent not having custody of the child will pay its benefits.

However, if there is a court decree stating which parent is responsible for the health care expenses of the child, then a plan covering the child as a dependent of that parent will determine its benefits before any other plan.

5. A plan that covers a person as:

   (a) a laid off employee; or

   (b) a retired employee; or

   (c) a dependent of such employee;

will determine its benefits after the plan that does not cover such person as:

(a) a laid off employee; or

(b) a retired employee; or

(c) a dependent of such employee.

If one of the plans does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will not apply.

6. If one of the above rules establishes the order of payment, a plan under which the person has been covered for the longer time will determine its benefits before a plan covering that person for a shorter time.

Two successive plans of the same group will be considered one plan if the person was eligible for coverage under the new plan within twenty-four (24) hours after the old plan terminated. A change in the amount or scope of benefits, or a change in the carrier, or a change from one type of plan to another (e.g., single employer plan to multiple employer plan) will not constitute the start of a new plan.

When the COB provision reduces the benefits payable under this Plan:

(a) each benefit will be reduced proportionately; and

(b) only the reduced amount will be charged against any benefit limits under the Plan.

The COB provision is applied throughout the calendar year. If there is any reduction of the benefits provided under a specific Benefit Provision of this Plan because of duplicate coverage, similar benefits may be a payable later in that year if more Allowable Expenses are incurred under the same Benefit Provision of this Plan because of duplicate coverage, similar benefits may be payable later in that year if more Allowable Expenses are incurred under the same Benefit Provision. "Allowable Expense" means any necessary, usual and customary item of expense at least part of which is covered under at least one of the plans covering the person for who claim is made or service provided, in no event will Allowable Expense include the difference between the cost of a private hospital room and a semi-private hospital room unless the patient's stay in a private hospital room is Medically Necessary.

Benefits under a governmental plan will be taken into consideration without expanding the definition of "Allowable Expense" beyond the hospital, medical and surgical benefits as may be provided by such governmental plan.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid.

The Plan has the right to release to, or obtain from, any other organization or person any information necessary for the administration of this provision and to pay to any organization any amounts necessary to satisfy the intent of this provision.

If the Plan has paid any amounts in excess of those necessary to satisfy the intent of this provision, it has the right to recover such excess from the person, to or for whom, such payments were made or from an insurance company or organization.

When you claim benefits under the Plan, you must furnish information about other coverage, which may be involved in applying this coordination provision.

A payment made under another Plan may include an amount which should have been paid under this Plan. If it does, the Claims Administrator may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this Plan. The Claims

Administrator will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Medicare

This Plan covers most of the same kinds of expenses as Medicare, which has two parts (Part A, hospital insurance, and Part B, medical insurance). Mutually provided benefits are coordinated under the double coverage provision.

This Plan will pay 80% after Medicare has paid as primary (which requires that the Covered Person is entitled to or has elected parts A and B of Medicare coverage) and after the deductible under this Plan has been met.

Generally, whether Medicare is the primary payor of benefits is determined under Federal law and regulations. Certain retirees will have coverage supplemental to Medicare benefits, as provided in the Appendix applicable to those retirees. For information on this subject, you may consult the Employee Benefits Office or your Social Security Office.

If a Covered Person has other primary medical insurance other than Medicare, benefits will be paid at 80% of usual and customary charges under this plan, after the deductible is paid. Once the employee or retiree is eligible for Medicare such person is required to apply for and maintain Medicare benefits. Once Medicare is effective, the health plan would coordinate, as secondary coverage to Medicare whereby retirees would meet the health plan's deductible before expenses are covered at 80%, to the extent permitted by federal law and regulations.

Once the retiree or spouse is individually eligible for Medicare, such person is required to apply for and maintain Medicare benefits. Once Medicare is effective, this health plan provides coverage supplemental to Medicare. The covered person must meet this plan's deductible before expenses are covered at 80%.

Compliance with Cost Containment Health Plan Provisions

If the Covered Person's benefits are reduced by a health plan that has cost containment provisions, such as a second surgical opinion, HMO, pre-certification or preferred provider arrangements, the amount of such reduction shall not be an allowable expense.

CHAPTER 14 SUBROGATION/THIRD PARTY CLAIMS

PROVISION FOR SUBROGATION AND RIGHT OF RECOVERY

A third party may be liable or legally responsible for expenses incurred by a Covered Person for an illness or a bodily injury.

Benefits may also be payable under the Plan for such expenses. When this happens, the Plan may, at its option:

1. Take over the Covered Person's right to receive payment of the benefits from the third party. The Covered Person will:

   (a) transfer to the Plan any rights he may have to take legal action against the third party with respect to benefits paid by the Plan which are subject to this provision; and

   (b) cooperate fully with the Plan in asserting its right to subrogate. This means the Covered Person must supply the Plan with all information and sign and return all documents reasonably necessary to carry out the Plan's right to recover from the third party any benefits paid under the Plan which are subject to this provision.

2. Recover from the Covered Person any benefits paid under the Plan which the Covered Person is entitled to receive from the third party. The Plan will have a first lien upon any recovery, whether by settlement, judgment or otherwise, that the Covered Person received from:

   (a) the third party; or

   (b) the third party's insurer or guarantor; or

   (c) the Covered Person's uninsured motorist insurance.

This lien will be for the amount of benefits paid by the Plan for the treatment of illness or bodily injury for which the third party is liable or legally responsible. If the Covered Person:

   (a) makes any recovery as set forth in this provision; and

   (b) fails to reimburse the Plan fully for any benefits paid under this provision; then he will be personally liable to the Plan to the extent of such recovery up to the amount of the first lien. The Covered Person must cooperate fully with the Plan in asserting its right to recover.

CHAPTER 15 GENERAL PROVISIONS

1. Proof of Loss

Written proof of loss must be furnished to the Claims Administrator within one (1) year after the month such loss was incurred. Failure to furnish proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one (1) year from the month care, treatment, service or supply was first provided for the illness or injury.

2. Legal Actions

No action at law or in equity shall be brought to recover on the Plan unless the employee or retiree has exhausted administrative remedies provided in the review and appeal process in Chapter 16.

3. Examination

The Claims Administrator shall have the right and opportunity to have the Covered Person examined whose injury or illness is the basis of a claim when and so often as it may reasonably require during pendency of a claim.

4. Conformity with Federal Statutes

Any provision of this Plan, which on its effective date is in conflict with federal statutes, is hereby amended to conform to the minimum requirements of such federal statutes.

5. Choice of Physician

The Covered Person shall have free choice of any physician, as defined in this Plan, practicing legally. Benefits may vary depending on the physician's participation in the City's Preferred Provider Network.

6. Entire Contract

The Plan Document constitutes the entire contract of coverage between the Plan Sponsor and the Covered Person.

7. Effect of Changes

All changes to the Plan shall become effective as of a date established by the Plan Administrator, except that:

No increase or reduction in benefits shall be effective with respect to covered expenses incurred prior to the date a change was adopted by the Plan Sponsor, regardless of the effective date of the change; and

8. Written Notice

Any written notice required under the Plan shall be deemed received by a Covered Person sent by regular mail, postage prepaid, to the last address of the Covered Person on the records of the Employer.

9. Clerical Errors/Delay

Clerical errors made on the records of the Plan Sponsor, Plan Administrator or Claims Administrator and delays in making entries on records shall not invalidate covered or cause coverage to be in force or to continue in force. Rather, the effective dates of coverage shall be determined solely in accordance with the provisions of the Plan regardless of whether any contributions with respect to Covered Persons have been made or have failed to be made because of such errors or delays. Upon discovery of an error or delay, an equitable adjustment of any contributions will be made.

10. Workers' Compensation

The Plan is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

11. Statements

(a) Not Representations

Statements made by or on behalf of any person to obtain coverage under the Plan shall be deemed representations and not warranties.

(b) Misstatements on Enrollment or Claim Form

If any relevant material fact has been misstated by or on behalf of any person to obtain coverage under the Plan, the true fact shall be used to determine whether coverage is in force and the extent, if any, of coverage. Upon the discovery of any misstatement, an equitable adjustment of any benefit payments will be made.

(c) Time Limit for Misstatement

No misstatement made to obtain coverage under the Plan will be used to void the coverage of any person which has been in force for a period of two (2) years or to deny a claim for a loss incurred or disability commencing after the expiration of the two (2) year period. The provisions of this paragraph shall not apply if any misstatement has been made fraudulently.

(d) Use of Statements

No statement made by or on behalf of any person will be used in any context unless a copy of the written instrument containing the statement has been or is furnished to any person or to any person claiming a right to receive benefits with respect to the person.

12. Identification Cards

Identification card(s) will be issued, which indicate coverage by the City of San Antonio Health Benefits Program. Upon request, the Claims Administrator or the City's Employee Benefits Office will verify coverage of Covered Persons. Identification cards will be for identification of Covered Persons only and do not constitute a guarantee of coverage.

13. Protection Against Creditors

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish same shall be void. If the City finds that such an attempt has been made with respect to any payment due or to become due to any covered person, the City in its sole discretion may terminate the interest of such covered person or former covered person in such payment. And in such case the City shall apply the amount of such payment to or for the benefit of such covered person or former covered person, his/her spouse, parent, adult child, guardian or a minor child, brother or sister, or other relative of a dependent of such covered person or former covered person, as the City may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the City, benefit payments may be assigned to health care providers.

CHAPTER 16 CLAIM FILING AND CLAIM PAYMENT

1. Claim Filing

(a) Medical claims (doctor's visits, prescription drugs, exams, hospital, etc.) shall be filed on a claim form available from the Employee Benefits Office or Claims Administrator.

(b) The claim form shall include medical bills (itemized only) and the explanation of benefit statement (EOB) from other health insurance policies, if any. The bill should contain the following:

(i) the official letterhead of the hospital, doctor, clinic, pharmacy, etc.;

(ii) type of service;

(iii) date of service received;

(iv) amount charged;

(v) name of patient; and

(vi) diagnosis.

(c) Only one (1) detailed claim form must be completed per person per year, even for different claims and/or diagnoses. Any additional claims throughout the year may be filed on a short claim form available through the Employee Benefits Office. If a claim is for an accidental injury, then a detailed claim form must be completed for each accident occurrence. All items on the front of the detailed claim form must be completed. It is not necessary to complete the back of the form. The blocked section regarding secondary insurance coverage must be completed.

(d) The original claim form with the attached bills shall be mailed to the City's claims

administrator.

2. Limitation of Liability

The Plan Sponsor shall not be obligated to pay any benefits under the Plan for any claim that is not timely filed.

3. Time of Claims Processing

Benefits for incurred medical expenses which are covered under the Plan will be processed immediately upon receipt of proper written proof of loss by the Claims Administrator. Any benefits payable will be made within twenty (20) working days.

Periodic Payment: Payment of accrued periodic payments for continuing losses which are covered under the Plan will be made immediately upon receipt of proper proof of loss by the Claims Administrator and at the applicable time period.

4. Payment of Benefits

All benefits under the Plan are payable to the Covered Employee whose illness or injury or whose covered dependent's illness or injury is the basis of a claim.

In the event of the death or incapacity of a Covered Employee and in the absence of written evidence to the Plan of the qualification of a guardian for his estate, the Plan may, in its sole discretion, make any and all payments to the individual or institution which, in the opinion of the Plan Administrator, is or was providing the care and support of the employee.

Benefits for medical expenses covered under the Plan may be assigned by a Covered Employee to the person or institution rendering the services for which the expenses were incurred. No assignment will bind the Plan Sponsor unless it is in writing and unless it has been received by the Claims Administrator prior to the payment of the benefit assigned. The Claims Administrator will not be responsible for determining whether any assignment is valid. Payment of benefits which have been assigned will be made directly to the assignee unless a written request not to honor the assignment signed by the Covered Employee and the assignee has been received before the proof of loss is submitted.

5. Discharge of Liability

Any payment made in accordance with the provisions of this section will fully discharge the liability of the Plan Sponsor to the extent of payment.

6. Recovery of Payments

If the following circumstances apply, the Plan Sponsor reserves the right to deduct from any benefits properly payable under the Plan or recover from the Covered Employee or assignee who received the payment:

(a) the amount of any payment which has been made in error; or

(b) pursuant to a misstatement contained in a proof of loss; or

(c) pursuant to a misstatement made to obtain coverage under the Plan within two (2) years after the date coverage commences.

CHAPTER 17 REVIEW & APPEAL PROCESS

Review Process for Disputed Claims

The review process for disputed claims shall include the following:

1. The Employee or Retiree may request a review by writing the Claims Administrator and stating the basis for the disputed claim.

2. This request must be made within ninety (90) calendar days after the receipt of the original explanation of benefits.

3. Upon receipt of the request, the claim will be reviewed by the Claims Administrator who will either affirm the original claim determination in writing, pay the disputed claim amount, or request additional information necessary to make a determination.

4. The Claims Administrator's decision will be sent within thirty (30) calendar days to the Employee or Retiree along with supporting documentation setting out the basis on which the decision is made.

5. Either the Employee/Retiree or the Claims Administrator may request a review by Claims Review Committee in accordance with paragraph six (6) below. The Employee/Retiree's request must be made within fifteen (15) calendar days after the Claims Administrator's decision is mailed.

6. A review may be made within fifteen (15) calendar days by a Claims Review Committee upon the request of the Plan Administrator only if new claims information is provided by the Employee or Retiree which was not considered before by the Claims Administrator. The Committee shall consist of the Plan Administrator, a representative of the Claims Administrator who was not directly involved in processing the initial claim, the medical director of the Claims Administrator and the City's Utilization Review Nurse. The decision of the Committee will made within fifteen (15) calendar days, mailed to the Employee/Retiree and will be deemed final and binding.

CHAPTER 18 APPENDICES-SUMMARY OF ACCIDENT AND HEALTH BENEFITS

APPENDIX A- Specific Provisions Applicable to Fire & Police Active Employees. (Cadets are covered under the Flex Plan Document as those provisions apply to Non-Uniform City Employees)

SCHEDULE OF BENEFITS

Deductible

Maximum per individual per calendar year $200
Maximum per family per calendar year $400

Coinsurance 80%

No deductible

Supplemental accident benefits 100%
up to $500. No deductible

Immunizations for Covered Dependents from
birth through the date the child is six (6) years of age
(other services provided at the same time as the
immunizations, including, but not limited to, office
visit charges will be subject to the deductibles and
co-insurance
.....100%

Generic prescriptions 100%

Out of pocket (including deductible)

Maximum per individual per calendar year $700
Maximum per family per calendar year $1,900

Lifetime maximum per individual (medical) $1,500,000

Lifetime maximum per individual (mental and nervous) $25,000

The following provisions apply to the Fire and Police Active Employees as stated herein:

1. Review and Appeal Process.

The review and appeal process in Chapter 17 shall not be construed to supersede, and is in addition to, any grievance procedure set forth in the Collective Bargaining Agreements between the City and the San Antonio Police Officers' Association, in regard to Police Officers and Local 624 of the International Association of Fire Fighters, in regard to Fire Fighters.

2. Amendment or Termination of Plan

The City may amend the provisions of this Plan, from time to time, as the need arises in order to assure the fair and equitable administration of Benefits to be provided eligible Employees in compliance with the terms of the respective Collective Bargaining Agreements.

The City may terminate the provisions of the Plan only during negotiations over the terms to be contained in Collective Bargaining Agreements with Local 624 of the International Association of Firefighters in regard to Fire Fighters and the San Antonio Police Officers' Association, in regard to Police Officers, for any period covered by a Collective Bargaining Agreement.

Nothing in the Document or any related Bargaining Agreements between the City and the Bargaining Agents of the Fire Fighters and Police Officers is intended to imply vesting or irrevocable Benefits for current, active or retired Fire Fighters and Police Officers beyond the provisions of the 1998-2001 Collective Bargaining Agreement between the City and Local 624 of the International Association of Firefighters, in regard to Fire Fighters and the provisions of the 1998-2002 Collective Bargaining Agreement between the City and the San Antonio Police Officers' Association, in regard to Police Officers.

Termination, continuance, alteration, or any related activity on the Plan will be determined by the provisions of future Collective Bargaining Agreements between the City and the San Antonio Police Officers' Association, in regard to Police Officers and Local 624 of the International Association of Firefighters, in regard to Fire Fighters.

APPENDIX B- Specific Provisions Applicable to Fire and Police Prefund Retirees. (Fire and Police Retirees who retired prior to October 1, 1989, are covered under the Flex Plan Document as those povisions apply to Regular Retirees)

SCHEDULE OF BENEFITS

THE BENEFITS SET FORTH IN THIS SCHEDULE ARE THE TOTAL BENEFITS PAYABLE BY MEDICARE, PARTS A AND B, AS SUPPLEMENTED BY THE PROVISIONS OF THIS PLAN FOR THE RETIREES. IF YOU ARE A RETIRED POLICE OFFICER OR FIREFIGHTER COVERED BY THIS SCHEDULE, AND YOU ARE ELIGIBLE FOR MEDICARE, THE BENEFITS AND SERVICES PROVIDED BY MEDICARE WILL BE PAID BEFORE THE BENEFITS DESCRIBED IN THIS APPENDIX AND THE MASTER CONTRACT ARE PAID. THIS WILL ALSO APPLY TO YOUR HUSBAND OR WIFE WHO IS ELIGIBLE FOR MEDICARE.

Deductible

Maximum per individual per calendar year $200
Maximum per family per calendar year $400

Coinsurance 80%

No deductible.

Supplemental accident benefits 100%
up to $500. No deductible.

Immunizations for Covered Dependents from
birth through the date the child is six (6) years of age
(other services provided at the same time as the
immunizations, including, but not limited to, office
visit charges will be subject to the deductibles and
co-insurance 100%

Generic prescriptions 100%

Out of pocket (including deductible)

Maximum per individual per calendar year $700
Maximum per family per calendar year $1,900

Lifetime maximum per individual (medical) $1,500,000

Lifetime maximum per individual (mental and nervous) $25,000

PROVISIONS APPLICABLE TO ALL RETIREES

RETIREES AND SPOUSES SHALL BE ENTITLED TO BASIC COVERAGE UNDER THE CITY'S MASTER PLAN DOCUMENT FROM THE DATE OF RETIREMENT UNTIL THE DATE OF ELIGIBILITY FOR MEDICARE. UPON REACHING THE AGE AND ESTABLISHED CRITERIA FOR MEDICARE ELIGIBILITY, BENEFITS UNDER THIS PLAN AS PRIMARY COVERAGE SHALL NO LONGER BE APPLICABLE, AND THIS COVERAGE SHALL CONVERT TO SUPPLEMENTAL COVERAGE ONLY, IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREINAFTER.

A RETIREE'S SPOUSE WILL BE COVERED IF ELECTED AT THE TIME OF THE EMPLOYEE'S RETIREMENT, SUBJECT TO THE PAYMENT OF ANY REQUIRED PREMIUM. IF THE RETIREE DIES,

THEN A PREVIOUSLY COVERED SPOUSE SHALL BE ELIGIBLE FOR CONTINUED COVERAGE, SUBJECT TO THE PAYMENT OF ANY REQUIRED PREMIUM.

A SURVIVING SPOUSE WHO OBTAINS COVERAGE UNDER THIS PLAN SHALL BE ELIGIBLE FOR CONTINUED COVERAGE UNTIL RE-MARRIAGE OR DEATH, SUBJECT TO PAYMENT OF ANY APPLICABLE PREMIUM.

ONLY PREVIOUSLY COVERED DEPENDENTS ELECTED ON THE RETIREE ENROLLMENT FORM FOR THE RETIREMENT PLAN AT THE TIME OF THE EMPLOYEE'S RETIREMENT ARE ELIGIBLE FOR COVERAGE.

ELIGIBLE DEPENDENT SHALL NOT INCLUDE ANYONE WHO IS COVERED AS AN ELIGIBLE EMPLOYEE UNDER THE CITY'S BENEFIT PROGRAMS. IF AND WHEN SUCH DEPENDENT TERMINATES EMPLOYMENT AND LOSES EMPLOYEE COVERAGE UNDER THE CITY'S PLANS, THE RETIREE MAY ELECT TO COVER ANY SUCH ELIGIBLE DEPENDENT UNDER THE RETIREE PLAN.

ONCE THE COVERED PERSON IS ELIGIBLE FOR MEDICARE, THE COVERED PERSON IS REQUIRED TO APPLY FOR, PURCHASE AND MAINTAIN MEDICARE BENEFITS. THE PLAN ADMINISTRATOR MAY APPROVE ANY ALTERNATE HEALTH CARE COVERAGE PROVIDED BY THE ELIGIBLE SPOUSE OF A RETIRED OR DECEASED POLICE OFFICER, IN LIEU OF MEDICARE COVERAGE, TO COMPLY WITH THIS REQUIREMENT. AFTER THE DATE OF MEDICARE ELIGIBILITY, RETIREES SHALL BE ENTITLED TO SUPPLEMENTAL BENEFITS ONLY. THIS PLAN WILL SUPPLEMENT AVAILABLE MEDICARE COVERAGE AND BENEFITS AS DEFINED IN THIS ADDENDUM AND THE SCHEDULE OF BENEFITS FOR RETIREES, NOT TO EXCEED THE BENEFITS OTHERWISE APPLICABLE UNDER THE SAN ANTONIO MASTER CONTRACT DOCUMENT.

THE SURVIVING SPOUSE, UPON THE DEATH OF THE COVERED EMPLOYEE A FIRE FIGHTER OR POLICE OFFICER WHO MEETS ALL THE PRESCRIBED PROVISIONS FOR RETIREMENT ELIGIBILITY AFTER SEPTEMBER 30, 1989, AS DEFINED IN THE FIRE FIGHTER AND POLICE OFFICER PENSION PLAN DOCUMENT, BUT WHO DIES PRIOR TO ACTUAL RETIREMENT, BECOMES ELIGIBLE TO PARTICIPATE IN THE BENEFITS OF THIS PLAN, UPON PAYMENT OF ANY REQUIRED PREMIUM, IF THE FOLLOWING CRITERIA ARE MET:

1) THE DECEASED FIRE FIGHTER OR POLICE OFFICER MUST HAVE MET, AT THE TIME OF HIS OR HER DEATH, ALL OF THE PRESCRIBED PROVISIONS FOR MINIMUM RETIREMENT ELIGIBILITY IN EXISTENCE AFTER SEPTEMBER 30, 1989, AS DEFINED IN THE FIRE FIGHTER AND POLICE OFFICER PENSION PLAN;

2) A SURVIVING SPOUSE WHO IS COVERED UNDER ANOTHER HEALTH PLAN SHALL BE COVERED AS A DEPENDENT FOR PURPOSES OF COORDINATION OF BENEFITS UNDER THIS PLAN;

3) SURVIVING SPOUSE IS DEFINED AS A SPOUSE WHO HAS BEEN CONTINUOUSLY MARRIED TO THE DECEASED FIRE FIGHTER OR POLICE OFFICER AT LEAST ONE (1) YEAR PRIOR TO THE DEATH OF SAID FIRE FIGHTER OR POLICE OFFICER, AND REMAINED MARRIED TO THE SAID PERSON UNTIL THE TIME OF DEATH;

4) A SURVIVING SPOUSE HEREUNDER SHALL BE ELIGIBLE FOR CONTINUED COVERAGE UNTIL RE-MARRIAGE OR DEATH, PROVIDED THAT THERE IS NO LAPSE OF COVERAGE FOR NON-PAYMENT OF APPLICABLE PREMIUMS;

5) A SURVIVING SPOUSE HEREUNDER HAS NO RIGHT TO ELECT ANY DEPENDENT COVERAGE.

UPON RETIREMENT, A FIRE FIGHTER OR POLICE OFFICER MAY ELECT TO CONTINUE COVERAGE FOR ANY OTHER PREVIOUSLY COVERED ELIGIBLE DEPENDENT (OTHER THAN SPOUSE AT ONE HUNDRED PERCENT (100%) OF THE ACTUAL CLAIMS COST FOR THE RETIREE DEPENDENT MEDICAL BENEFITS ACCOUNT FOR THE PRIOR YEAR, ADJUSTED AS DETERMINED BY THE CITY'S ACTUARY, WHOSE DETERMINATION SHALL BE FINAL. THIS COST, ANALOGOUS TO A PREMIUM PAYMENT, SHALL BE ESTIMATED ANNUALLY AND PAID BY PAYROLL DEDUCTION OR IN CASH, PAID MONTHLY.

A RETIREE WHO IS REEMPLOYED BY THE CITY AND IS THERE BY FURNISHED BENEFITS UNDER THE CURRENT EMPLOYEE PLAN, TEMPORARILY SUSPENDS STATUS IN THE RETIREE PLAN, WILL BE ALLOWED TO RE-ENROLL IN THE RETIREE PLAN WHEN HE TERMINATES SUCH CITY EMPLOYMENT. ALL SERVICE TIME WITH THE CITY WILL BE COMBINED TO DETERMINE THE TOTAL NUMBER OF SERVICE YEARS TOWARD PREMIUMS IF APPLICABLE TO THE EMPLOYEE/RETIREE. (THIS PROVISION CURRENTLY APPLIES ONLY TO THOSE CITY EMPLOYEES RETIRED BEFORE OCT. 1, 1989.)

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180 pool days....39
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30 years....53
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30,000 miles....14
30th day....7
31 college accredited hours....56
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