

**CITY OF SAN ANTONIO  
OFFICE OF THE CITY MANAGER  
INTERDEPARTMENTAL CORRESPONDENCE**

**PUBLIC HEARING  
TIME CERTAIN  
ITEM NO. 5  
5:30 PM**

**TO:** Mayor and City Council

**FROM:** Erik J. Walsh, Assistant to the City Manager; Albert Ortiz, Police Chief; Andrew Martin, City Attorney

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Christopher J. Brady, Assistant City Manager; Lou Lendman, Director of Office of Management and Budget; Milo Nitschke, Director of Finance; Elisa Bernal, Director of Human Resources; File

**SUBJECT:** Police Collective Bargaining Agreement

**DATE:** November 10, 2003

**SUMMARY**

Staff will present to City Council the Tentative Agreement between the City and the San Antonio Police Officers' Association (SAPOA). The SAPOA voted to approve the agreement by a vote of 958 for and 753 against.

**BACKGROUND INFORMATION**

The City and the SAPOA began the first round of negotiations in August 2002. A Tentative Agreement was reached on December 23, 2002 on a four-year contract with a projected cost of \$55.3 million. On December 26, 2002, the City Clerk of the City of San Antonio was served with a lawsuit filed by 67 police officers alleging that the City violated the Fair Labor Standards Act ("FLSA") and the Texas Local Government Code, Chapter 142, regarding requirements to pay straight time and overtime. As a result, the City felt it prudent to address any and all necessary issues to prevent any future claims of FLSA violations by confirming the City's rights and established past practices. Both parties were unable to agree upon satisfactory language and the City Council, on February 20, 2003, voted to not approve the Tentative Agreement.

The City and the SAPOA began the second round of negotiations in July 2003. In addition to the FLSA issues, additional City priorities included the Fire & Police Retiree Health Care Fund, the Police Chief's disciplinary authority, changes to the prescription drug program, and any other future potential pay disputes. A second Tentative Agreement was reached with the SAPOA on October 18, 2003. The projected cost of this new four-year contract is \$53.4 million. The Agreement and the proposed amendments to the Agreement, once adopted, shall be in effect ten days from the date of passage through September 30, 2006.

The Tentative Agreement does not pay officers for cleaning their weapons, target practice, washing their cars, shoe shining, driving to and from work and other activities listed under the FLSA lawsuit against the City of San Antonio, but does preserve the negotiated contract pay while confirming the City's right to the 43 hours FLSA exemption in litigation under Federal law and confirms the City's past practice and continued ability to have officers work over 40 hours. The Tentative Agreement also provides for the following changes:

**Wage and Incentive Pay Issues**

- A 3% retroactive wage increase back to March 1, 2003;
- A 3% wage increase, each year, for Fiscal Year ("FY") 2004 and FY05;
- A 4% wage increase in FY06;
- Additional monthly base wage step increases of \$25 in FY04 for Police Officers (Steps C – E), \$20 in FY05 for Detectives and Sergeants, and \$10 in FY06 for Police Officers (Steps C – E), Detectives, Sergeants and Lieutenants (step increases are achieved by a combination of education and time in rank);
- An education incentive pay increase of \$45 per month for each degree type by the end of the contract term;
- Begin educational incentive pay for officers who have completed over 65 college hours;

- Certification pay increase of \$10 per month in November 2003 (FY04); \$40 per month in April 2005 (FY05) and an additional \$30 per month in April 2003 (FY06);
- Certified instructor pay of \$10 per month in FY05 and \$20 per month in FY06—for a total of \$20 per month over the term of the contract;
- Holiday Pay and Premium Holiday Pay shall be calculated at the officers' regular rate of pay beginning January 1, 2006; and
- Clarified overtime, regular rate, and other pay calculations included in the contract. Solidified past pay practices and changed language for the future.

#### **Management Issues**

- Provides the Police Chief greater flexibility in scheduling in-service training;
- Provides Police Chief and officer more flexibility to utilize accumulated leave to satisfy a suspension;
- Provides language pertaining to recognizing accredited higher education institutions for proper education recognition;
- Clarifies 180-day rule to allow the Police Chief to act upon an officer who commits any felony penal code violation or a felony violation of the Controlled Substance Act within 180 days
- Reduces the maximum number of hours to provide a urine sample for drug testing from eight to four;
- Clarifies officer drug testing results and their use in the disciplinary process and appeal;
- Increases the amount of time in rank (from 2 years to 5 years) as a Patrol Officer before eligible to promote to Detective (effective April 1, 2006);
- Establishes mandatory training within 60 days or promotion to Detective, Sergeant, Lieutenant, and Captain;
- Reduces study time for promotional exams from a range of 30-40 days to a range of 15-25 days; and
- Limits special assignments to 180 calendar days if voluntary before loss of officer's relief days.

#### **Health Benefit Issues**

- Clarifies the list of covered preventative services (physical exam by physician, routing mammograms [age appropriate], pap smear, chemistry profile, thyroid profile, urinalysis, stress and personality profile, nutritional analysis, prostate-specific antigen test [age appropriate], electrocardiogram, fecal occult blood, body fat measurement, health risk appraisal) subject to deductible and coinsurance;
- Establishes in-network and out-of-network pharmacy benefits with increased co-payments for drugs purchased at out-of-network pharmacies;
- Revises "covered medical expenses" to include Synagis administration (for infants at high-risk for Respiratory Syncytial Virus—RSV) and enhances immunization coverage;
- Increases employee contributions to the Fire & Police Retiree Health Care Fund from \$20 per month to \$70 per month by the end of the contract term;
- Increases City contributions to Fire & Police Retiree Health Care Fund from 9.4% of base pay plus longevity per officer to 9.4% of base pay plus longevity plus \$20 per month beginning November 2003;
- Added language recognizing 1% of base wage increases is attributable to the agreement by both parties defining "jointly shared" to mean 1/3 police officer, 2/3 City for total annual Prefund contributions; and
- Fact-finding process specific to City & Police historical contributions to the Fire & Police Retiree Health Care Fund (includes option to allow the San Antonio Professional Fire Fighters Association to participate);
- Provided language allowing retired police officers who return to work as a full-time permanent civilian employee for the City 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. A retired police officer returning to work for the City of San Antonio as a civilian full-time permanent employee may choose not to enroll in the civilian flexible benefits program in which case the benefits under the Master Contract Document shall be primary; and
- Added language for a reopener in 2005 (to coincide with scheduled collective bargaining cycle with the San Antonio Professional Fire Fighters Association) to address active and retiree health benefits, supplemental benefits and contributions.

#### **Other Issues**

- Increases the number of working days granted to officers in the event of a death in the immediate family from three to three to four days depending on whether officer's work week is four or five days respectively;
- Increases the maximum accruable Bonus Day hours from 320 to 400 (Bonus Day hours are earned through perfect attendance);

- Establishes a physical fitness program and outlines the awarding of administrative leave based on participation and performance in program; and
- Exchanges Veteran's Day for New Year's Eve as a Premium Holiday.

A public hearing was held on November 6, 2003 regarding the Tentative Agreement between the City and the SAPOA.

#### **FINANCIAL IMPACT**

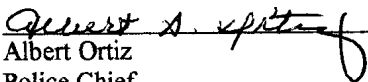
It is estimated that the cumulative cost of the proposed Agreement through September 30, 2006 will be \$53.4 million. Funds have been budgeted in the FY 04 Adopted Budget for the agreement.


#### **SUPPLEMENTAL COMMENTS**

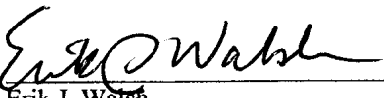
The disclosure requirements mandated by the City's Ethics Code do not apply to this contract.

#### **COORDINATION**

This item was coordinated with the City Manager's Office, the Police Department, the Office of Management and Budget, the Finance Department, the Human Resources Department, outside legal counsel and the City Attorney's Office.

  
Albert Ortiz  
Police Chief

  
Andrew Martin  
City Attorney

  
Erik J. Walsh  
Assistant to the City Manager

#### **APPROVED:**

  
Terry M. Brechtel  
City Manager