

SETTLEMENT AGREEMENT

As a result of court ordered mediation, the City of San Antonio ("City") and the San Antonio Police Officers Association ("SAPOA") agree to the following terms:

1. **Wages.** The Collective Bargaining Agreement ("CBA") will be modified to reflect the following with respect to wages:

WAGES - Pay increases which provide each officer with wage payments totaling 17%.

Fiscal Year	Lump Sum	Recurring	Total	
2017	3.00%	0.0%	3.00%	Effective Oct 1, 2016
2018		3.0%	3.00%	Effective Oct 1, 2017
2019		3.0%	3.00%	Effective Oct 1, 2018
2020		3.0%	3.00%	Effective Oct 1, 2019
2021		5.0%	5.00%	2% Effective Oct 1, 2020; 3% Effective April 1, 2021
Total	3.00%	14.0%	17.00%	

The lump sum payments will be paid based on each bargaining unit employee's total compensation earned during the twelve month period ending September 1, 2016 (for payment effective 10/1/16). Total compensation includes base pay, longevity, supplemental pay and overtime pay.

2. Healthcare. Effective January 1, 2017, bargaining unit employees will be offered two health plans with plan designs and employee contributions described below:

Cost Sharing Item		VALUE PLAN		CDHP	
		IN Network	Out of Network	IN Network	Out of Network
Annual Deductible	Individual	\$500	\$1,500	\$3,000	\$4,500
	Family	\$1,000	\$3,000	\$6,000	\$9,000
Coinsurance Percentage		20%	40%	0%	0%
Max. Out-of-Pocket (includes deductibles and co-pays)	Individual	\$1,500	\$3,000	\$3,000	\$4,500
	Family	\$3,000	\$6,000	\$6,000	\$9,000
Office Visit Co-Pay		\$15 PCP - \$50 SPEC	40% after deductible	0% after deductible	0% after deductible
Emergency Room Co-Pay		\$250	40% after deductible	0% after deductible	0% after deductible
Urgent Care Center Co-Pay		\$50	40% after deductible	0% after deductible	0% after deductible
Pharmacy	Separate Brand Drug Deductible or out of pocket cap	\$100	40% after deductible	0% after deductible	0% after deductible
	RX - 30 day Tier 1/ Tier 2 /Tier 3	\$10/\$25/\$40		0% After Ded, Preventive Drugs Subject to Co-Pays \$10/\$25/\$40	
	RX - 90 day Tier 1/ Tier 2 /Tier 3	\$20/\$50/\$80		0% After Ded, Preventive Drugs Subject to Co-Pays \$20/\$50/\$80	

Employee Contributions										
	2017		2018		2019		2020		2021	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE & Spouse	\$75.00	\$0.00	\$83.00	\$0.00	\$91.00	\$0.00	\$100.10	\$0.00	\$110.11	\$0.00
EE & Children	\$50.00	\$0.00	\$55.00	\$0.00	\$61.00	\$0.00	\$67.10	\$0.00	\$73.81	\$0.00
EE & Family	\$125.00	\$0.00	\$138.00	\$0.00	\$151.00	\$0.00	\$166.10	\$0.00	\$182.71	\$0.00

Health Savings Account Contributions (only for CDHP)										
	2017		2018		2019		2020		2021	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
EE & Spouse	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
EE & Children	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
EE & Family	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00

Health Savings Account Contributions for CDHP will continue during evergreen. Employee contributions beyond 2021 will increase by 10% annually during evergreen.

The above years are plan (currently calendar) years. Employee monthly contributions will increase by 10% over the prior year's contribution every year during the life of the agreement (including during evergreen). The Master Contract will be revised. Out of network claims will be capped at the in network allowable amounts under both the Value and CDHP plans.

* Corrected page 2
6/16/16

Handwritten signatures:
K. J. [Signature]
Dan [Signature]

3. Article 10 (Safety and Equipment) 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.

Chevrolet Tahoe and Ford Crown Victoria marked vehicles having 100,000 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 Chevrolet Tahoe or Ford Crown Victoria vehicle assigned to the uniform division having 100,000 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 Chevrolet Tahoe or Ford Crown Victoria vehicles in the uniform division which had 100,000 miles or more on its odometer. Prior to 100,000 miles a Chevrolet Tahoe or Ford Crown Victoria 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 Chevrolet Tahoe or Ford Crown Victoria patrol vehicle which has in excess of 100,000 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.

Ford Explorer Police Interceptor marked vehicles will be retired at 70,000 miles pending the results of a pilot program test group. The City and the Association agree to a pilot program to evaluate a test group of 56 Ford Explorer Police Interceptors (8 at each substation and traffic bureau) with a replacement life cycle of 100,000 miles. The Labor Relations Committee, outlined in Article 9, will monitor the test group and evaluate the relevant data. At the conclusion of the pilot test group, the Labor Relations Committee will recommend to the Police Chief a new Ford Explorer Police Interceptor replacement schedule based on the evaluation. For the purposes of this pilot program the decision of the Police Chief will be implemented only if the Chief follows the recommendations of the committee.

4. **Article 32 (Supplemental Benefits)** will be modified to eliminate any contribution by the City to the Legal Plan upon the City reaching an agreement with the fire union to eliminate the legal plan. At that time, in lieu of its contribution to the Legal Plan, the City will contribute \$32 per employee per month to each employee as a voluntary qualified supplemental insurance incentive.

5. **Article 33 (Education Incentive Pay)** will be revised to indicate that the City will reimburse bargaining unit employees for tuition under the following circumstances:

- A. The tuition reimbursement rate will not exceed the tuition rate charged by the UTSA; and
- B. City tuition reimbursement is secondary to other sources such as grants or scholarships.

6. **Article 19 (Clothing Allowance).** Effective October 1, 2016, the clothing allowance shall be \$1,840 per year. The clothing allowance will be payable monthly at \$60 per month. In addition, a one-time payment of \$1,120 will be paid during the first pay period after October 1, 2016.

Effective October 1, 2017 the clothing allowance shall be \$1,940 per year. The clothing allowance will be payable monthly at \$60 per month. In addition, a one-time payment of \$1,220 will be paid during the first pay period after October 1, 2017.

Effective October 1, 2018 the clothing allowance shall be \$2,040 per year. The clothing allowance will be payable monthly at \$60 per month. In addition, a one-time payment of \$1,320 will be paid during the first pay period after October 1, 2018.

Effective October 1, 2019 the clothing allowance shall be \$2,140 per year. The clothing allowance will be payable monthly at \$60 per month. In addition, a one-time payment of \$1,420 will be paid during the first pay period after October 1, 2019.

Effective October 1, 2020 the clothing allowance shall be \$2,240 per year. The clothing allowance will be payable monthly at \$60 per month. In addition, a one-time payment of \$1,520 will be paid during the first pay period after October 1, 2020.

7. **Article 1 (Duration)** will be revised to state that the effective date of the new CBA will be through September 31, 2021. The 10 year evergreen clause will be revised to state the following: This agreement shall remain in effect until the 30th day of September, 2029, or until such time as it is superseded by a new agreement between the parties.

8. **All other tentative agreements agreed to by the negotiators are adopted.**

9. **This Settlement Agreement** is subject to ratification by SAPOA's membership and approval by the City Council. This Settlement Agreement has the full support of the negotiators for SAPOA and the City.

10. The City's appeal in No. 04-16-0010-CV (*City of San Antonio vs. San Antonio Police Officers Association*) will be dismissed upon ratification by the Association Membership, and the District Court's Order will, as a result, not be set aside.

Signed this 13 day of June, 2016.

THE CITY OF SAN ANTONIO

By: 

**SAN ANTONIO POLICE OFFICERS
ASSOCIATION**

By: 

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