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CITY OF SAN ANTONIO
HUMAN RESOURCES DEPT

AGREED SUSPENSION AND LAST CHANCE AGREEMENT

2017 MAY -2 AM 10:16

WHEREAS, SAPD Officer Grady Coleman, #1378 ("Officer Coleman") was served with a contemplated indefinite suspension on March 22, 2017; and

WHEREAS, Officer Coleman acknowledges violating the Rules and Regulations of the San Antonio Police Department and the SAPD General Manual Procedure as set forth in more detail below; and

WHEREAS, Officer Coleman was eligible to, and did in fact, meet with the Chief of Police regarding the Contemplated Indefinite Suspension; and

WHEREAS, Police Chief William P. McManus, Officer Coleman, and the San Antonio Police Officers' Association have agreed to a resolution of the discipline in this matter;

NOW THEREFORE:

FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN:

SECTION 1. Officer Coleman agrees that he has violated Rule XIII(C)(12) of the City of San Antonio Fire Fighters' and Police Officers' Civil Service Commission Rules (said rules having been adopted on February 23, 1998, and thereafter from time to time amended, by the Fire Fighters' and Police Officers' Civil Service Commission as the Civil Service Rules for the Fire and Police Departments of the City of San Antonio) and Rules 4.06 and 4.07, of the Rules and Regulations of the San Antonio Police Department as well as SAPD General Manual Procedure 409.06(A). Alleged as the basis for this suspension are the following allegations:

RULE 4.06 - ON-DUTY ACTIVITIES: Members shall not devote any of their on-duty time to any activity other than that which relates to their duty assignment. Members shall not enter places of amusement while on-duty, except for police purposes. Members shall not remain at any one place longer than is necessary to accomplish a police objective.

RULE 4.07 - PROMPT RESPONSE TO ALL CALLS: Officers shall respond without delay to all calls for police service from citizens or other members. Immediately upon completion of the call, officers shall notify the dispatcher of their return to service.

PROCEDURE 409 - MOBILE VIDEO RECORDING (.06) RECORDING)

A. All officers shall begin recording the following events upon receipt of call and continue recording until it is concluded; any deviations will require a

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supervisor's approval and must be documented in the officer's report or CFS comment entry field.

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- 1). DWI stops;
- 2). Code 1 Calls;
- 3). Code 2 Calls;
- 4). Code 3 Calls;
- 5). Self-initiated stops:
 - a. Arrest
 - b. Field contacts
 - c. Traffic stops
- 6). Vehicle pursuits; and
- 7). Vehicle crashes.

The factual basis for the disciplinary suspension is as follows:

On October 6th, October 9th, and October 15th of 2016, Officer Grady Coleman devoted portions of his on-duty time to a personal activity that did not relate to his duty assignment. Officer Coleman was at the apartment of Jessica Shaw on these dates while Officer Coleman was on duty, assigned to the NPB as a Patrol Officer. AVL and computer records corroborated that Officer Coleman was at Jessica Shaw's apartment complex on such dates, while he was on duty, and was not on police related business.

Officer Grady Coleman did not notify the dispatcher of his return to service upon completion of a call for service. On October 6th, 2016, after completing a call for service (SAPD-2016-1044931) Officer Grady Coleman failed to immediately notify the dispatcher of his return to service.

On October 15th, 2016 Officer Grady Coleman received a call to 9511 Perrin-Beitel (Jessica Shaw's complex) for a welfare check (SAPD-2016-1078647). Officer Coleman arrived at the complex at 2:37 p.m. and then turned the COBAN off. Approximately two (2) hours later, Officer Coleman "NCODES" the call at 4:26 p.m. and receives another call. The COBAN then is activated for the next call.

SECTION 2. Officer Coleman agrees that he shall be suspended without pay from the San Antonio Police Department for a period of forty-five (45) days, commencing on May 17, 2017, and ending on June 30, 2017. Officer Coleman waives any rights to appeal this Agreed Suspension and agrees no administrative or judicial body shall have power to review this Agreed Suspension or alter the terms of this agreement.

SECTION 3. In further consideration for the San Antonio Police Department's agreement(s) to reduce the Contemplated Indefinite Suspension of Officer Coleman to an agreed forty-five (45) day suspension as set forth herein, Officer Coleman agrees to the following:

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- A. Officer Coleman expressly agrees that if, at any time, during the two (2) year period ending on the second anniversary of the date of this agreement, if Officer Coleman fails to fulfill any provisions of this Agreement or if the Chief of Police sustains any violation of the following Department Rules: 4.06 - On-duty Activities; 4.07 - Prompt Response to all Calls; and Procedure 409 - Mobile Video Recording 409.06A, the Chief of Police will issue a Contemplated Indefinite Suspension, hear Officer Coleman's response, and will decide if the provisions of this Agreement have been violated.
 - B. Officer Coleman will continue any program or individual requirements as may be imposed upon him by the Department's Officer Concern Program, until released from supervision under that program.
 - C. Following the execution of this agreement, Officer Coleman will continue or enter any program of counseling or mentoring ordered by the Chief of Police.
 - D. Failure to successfully complete the plan/program within this time period, unless excused for good cause by the Chief of Police, will constitute a failure to comply with this Agreement, and grounds for discipline or termination.

SECTION 4. Although Officer Coleman will be able to appeal to the Firefighters' and Police Officers' Civil Service Commission or to a third party hearing examiner under the provisions of Chapter 143 of the Texas Local Government Code and the Collective Bargaining Agreement the fact of whether a violation of this agreement occurred, Officer Coleman waives the right to appeal the level of penalty.

SECTION 5. This Agreement in no way limits the San Antonio Police Department's ability to discipline or terminate Officer Coleman for conduct arising subsequent to the date of this agreement. Nor does this Agreement in any way limit the San Antonio Police Department's right to use or make reference to any other prior discipline to justify a decision to discipline or terminate Officer Coleman for any conduct arising during or subsequent to the execution of this agreement.

SECTION 6. The filing of this Agreement with the Firefighters' and Police Officers' Civil Service Commission will notify them of this agreement and the facts underlying this action and is agreed by Officer Grady Coleman and his attorney, Morris E. Munoz, to meet the notice and filing requirements of Chapter 143 of the Local Government Code.

SECTION 7. In consideration of the agreements set forth herein, Officer Coleman agrees that he has no right to appeal the suspension referenced above, and that he must, as a term of his employment, comply with the other requirements of this agreement, as set out above.

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SECTION 8. IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, OFFICER COLEMAN DOES HEREBY RELINQUISH AND WAIVE ANY RIGHT TO APPEAL SAID SUSPENSION TO THE FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A THIRD-PARTY ARBITRATOR, THE DISTRICT COURT, OR ANY OTHER COURT HAVING COMPETENT JURISDICTION, AND THAT THIS AGREEMENT IS INTENDED TO BE A FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER ASSERTED OR NOT HAVING YET BEEN ASSERTED, ARISING OUT OF THE AFORESAID SUSPENSION. OFFICER COLEMAN FURTHER AGREES THAT HE WILL NOT CONTEST THIS AGREEMENT OR CONTEST THE VALIDITY OF THIS AGREEMENT IN ANY PROCEEDING WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, AN ADMINISTRATIVE PROCEEDING BEFORE THE SAN ANTONIO FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A PROCEEDING BEFORE AN ARBITRATOR OR HEARING EXAMINER, OR A PROCEEDING BEFORE A COURT OF LAW.

SECTION 9. OFFICER GRADY COLEMAN, FOR HIMSELF, HIS HEIRS, EXECUTORS, AND ASSIGNS, DOES HEREBY RELEASE, DISCHARGE, AND ACQUIT THE CITY OF SAN ANTONIO, TEXAS, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, HIS HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS, AND EMPLOYEES, AND WILLIAM P. MCMANUS., HIS HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, INCLUDING THOSE ARISING OUT OF CHAPTER 554 OF THE TEXAS GOVERNMENT CODE, CLAIMS, OR DEMANDS FOR DAMAGES, COSTS, EXPENSES, COMPENSATION, OR CONSEQUENTIAL DAMAGES, KNOWN OR UNKNOWN, ASSERTED OR NOT, ARISING OUT OF THE AFORESAID SUSPENSION.

SECTION 10. Officer Coleman acknowledges that he has relied upon his own judgment and that of his attorney, Morris E. Munoz, in negotiating this Agreed Suspension and Last Chance Agreement and that he has carefully read the agreement, that he knows and understands the contents of the agreement, and that he is satisfied with the contents of the agreement.

SECTION 11. The San Antonio Police Officers' Association acknowledges that Officer Coleman has waived the right to file an appeal pursuant to the provisions of Chapter 143 of the Texas Local Government Code and the current or past collective bargaining agreements between the City of San Antonio and the San Antonio Police Officers' Association. The San Antonio Police Officers' Association further acknowledges that this Agreed Suspension and Last Chance Agreement does not violate any of the provisions of the aforementioned current or past collective bargaining agreements and that it does not constitute an amendment to any of those agreements.

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SECTION 12. THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION AGREES THAT IT WILL NOT CONTEST THIS AGREEMENT OR CONTEST THE VALIDITY OF THIS AGREEMENT IN ANY PROCEEDING WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, AN ADMINISTRATIVE PROCEEDING BEFORE THE SAN ANTONIO FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A PROCEEDING BEFORE AN ARBITRATOR OR HEARING EXAMINER, OR A PROCEEDING BEFORE A COURT OF LAW.

I hereby acknowledge receipt of the original of the foregoing Agreed Suspension and Last Chance Agreement. I acknowledge having received notification that I have ten days from the date of receipt of the instant suspension during which to file a written appeal of this suspension with the Personnel Director of the City of San Antonio requesting either arbitration or the hearing of my appeal by the Fire Fighters' and Police Officers' Civil Service Commission. I acknowledge that I have been informed that if I appeal to a hearing examiner/arbitrator, I waive all rights to appeal to a district court except as provided by subsection 143.057(j) of the Texas Local Government Code. I also acknowledge that I have been informed that my right to appeal the decision of a hearing examiner/arbitrator to district court pursuant to section 143.057 of the Texas Local Government Code may have been modified by the provisions of article 28 of the current Collective Bargaining Agreement by and between the City of San Antonio and the San Antonio Police Officers' Association. I further acknowledge that in light of my entry into this Agreed Suspension, I shall have no right to appeal said suspension nor will any administrative or judicial body have power to review same or alter its terms. I do hereby waive any and all rights to appeal said suspension and no administrative or judicial body shall have power to review same or alter its terms.

EXECUTED IN DUPLICATE ORIGINALS on 04/26, 2017.

G. Coleman #1378
GRADY COLEMAN
POLICE OFFICER

Morris E. Munoz
MORRIS E. MUNOZ, CLEAT
ATTORNEY FOR
OFFICER GRADY COLEMAN

William P. McManus
WILLIAM P. McMANUS
POLICE CHIEF

Michael D. Siemer
MICHAEL D. SIEMER
ASSISTANT CITY ATTORNEY

for. Michael Helle
MICHAEL HELLE, PRESIDENT
SAN ANTONIO POLICE OFFICERS' ASSOCIATION

5/2/17

Yultha Ramirez for
FPC