

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF NEDERLAND, TEXAS

and

THE NEDERLAND POLICE OFFICERS ASSOCIATION

OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009

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ARTICLE 1
PREAMBLE

The following Agreement by and between the City of Nederland, Texas, hereinafter referred to as the City, and the Nederland 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 (Chapter 174 of the Texas Local Government Code).

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. This Agreement has been reached through the process of collective bargaining with the 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 2
DURATION

This Agreement shall become effective on October 1, 2006 and shall remain in effect through midnight, September 30, 2009. In the event that a successor Agreement does not take effect on October 1, 2009, this Agreement shall be automatically extended for a period of up to ninety (90) days, and may be extended beyond said ninety (90) day period only by mutual agreement between the City and the Association.

ARTICLE 3
DEFINITIONS

- A. "Association" or "Union" means the Nederland Police Officers Association.
- B. "Base Pay" means the hourly rate of pay set out in Section I of the Compensation Article of this Agreement, and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
- C. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and by-laws of the Association.
- D. "Chief" means the Chief of Police of the City of Nederland.
- E. "City" or "Employer" means the City of Nederland.
- F. "City Manager" means the City Manager of the City of Nederland.
- G. "Department" means the Police Department of the City of Nederland.
- H. "Employee" or "Officer" means any sworn Police Officer employed by the City of Nederland Police Department, with the sole exception of the Chief of Police.
- I. "Gender" Any gender reference in this Agreement shall have equal force and effect to both genders.
- J. "Grievance" means any and all disputes arising under the Article entitled "Grievance Procedure."
- K. "Lay-off" means a termination of employment resulting from a reduction in the work force.
- L. "Management" means any person acting on behalf of the City in the administration of this Agreement.
- M. "Probationary Officer" or "Employee" means a newly hired Police Officer during the first one year of employment, during which time the Police Officer has no right to the appeal procedures provided in Article 22, "Disciplinary Actions." The Police Officer shall be entitled to participate in the City's group insurance plan on the first day of the month following the one-hundred and eighty (180) day waiting period. In the event the "Probationary Officer" or "Employee" is a current regular full time City employee at the time of hire as a Police Officer, already participating in the City's group insurance plan, the plan shall not be interrupted.
- N. "Promotion" means advancement from a lower rank to a higher rank within the Department.

O. “Regular rate of pay” means base pay, plus shift differential and certification pay.

ARTICLE 4
ASSOCIATION RIGHTS

SECTION I

RECOGNITION. The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit, consisting of all sworn Police Officers employed in the City of Nederland Police Department, except the Chief and any other individuals that may be excluded in other Articles of this Agreement.

The right of the Association as sole and exclusive collective bargaining agent as hereinafter described in this Agreement includes sole and exclusive payroll deduction of dues from Police Officer paychecks for membership in any organization which has as its purpose representation of Police Officers and use of the Association bulletin boards; sole and exclusive representation rights under the Grievance procedure herein (except to the extent that such representation is limited on disciplinary actions under appropriate articles herein); sole and exclusive time off for Association business as allowed by this Agreement; and any other activity set forth in this Agreement that establishes a sole and exclusive Association right.

SECTION II

ASSOCIATION DUES. The City shall deduct monthly dues from each individual member who has voluntarily authorized dues deduction. Written verification shall be submitted to the City signed by the Police Officer and an Officer of the Association. An increase/decrease in dues for Association members may be changed for all authorized members upon City receipt of written verification from the Association signed by the President and Treasurer. Written notification shall clearly indicate the new monthly deduction and the effective date to start the change. The City shall remit the dues deducted monthly to the designated representative of the Association, within five (5) working days after the pay date. The monthly submission will indicate the Police Officer, the amount deducted, and the month. Any individual member of the Association who wishes to voluntarily withdraw his authorization for dues must provide written authorization to stop the deduction.

SECTION III

BULLETIN BOARDS. The Association may maintain one (1) bulletin board at the police station. The bulletin board shall be purchased by the Association, and the City shall provide a conspicuous place for the Association to display the bulletin board. The bulletin board shall be used for notices of recreational and social affairs, meetings, elections, reports of Association committees, rulings or policies of the State or National Association, legislative enactments and judicial decisions affecting public employee labor relations, and announcements pertaining to political functions; except that endorsements or non-endorsements of any political candidate or office holder shall be prohibited. No notice or announcement shall be placed on any bulletin board on the City's property which is personally critical of any individual, or of the Association, or of Management representatives of the City, or of the City itself.

SECTION IV

ASSOCIATION BUSINESS. The Association President may be granted reasonable time to investigate and process grievances during working hours. The time shall be approved by the Chief, and not unreasonably withheld. The investigation or processing shall not interfere with the normal work schedule and duties established for the Association President. The Police Officer must on all occasions respond in an emergency.

SECTION V

COLLECTIVE BARGAINING. Association representatives appointed to represent the Union, and who are scheduled to work during a collective bargaining session may be granted time off at the Chief's discretion. Such time off shall not be unreasonably withheld. The City shall allow no more than two (2) members of the Association Bargaining Committee to bargain on City time, with the understanding that said Police Officers must respond in the event of an emergency, and that no overtime, or any other pay, shall result therefrom.

ARTICLE 5
NON-DISCRIMINATION

The City and the Association agree that the provisions of this Agreement shall be applied to all Police Officers within the collective bargaining unit without regard to affiliation or membership or non-membership in the Union. Membership in the Union is voluntary. Each Police Officer has the right to join and maintain membership in the Union. The Police Officer, likewise, has the right to refrain from joining or to withdraw from membership in the Union. Neither the City nor the Union shall exert any pressure for or against any Police Officer covered by this Agreement in regard to such matters.

ARTICLE 6
MANAGEMENT RIGHTS AND DUTIES

SECTION I

RIGHTS. Subject to the terms of this Agreement, the Association recognizes that the management and direction of the working force is vested exclusively in the City as the employer. The City retains all power and authority which has not been abridged, delegated, granted or modified by this Agreement.

Consistent with this Agreement and subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, layoff, promote, assign or transfer Police Officers within the collective bargaining unit; to increase or decrease the working force; to determine the number and size of the work shift; to grant paid and unpaid leaves of absence; to determine the number of and assignment of Police Officers to any work or any job within the collective bargaining unit; to determine and redetermine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practices, discipline or other reasons; to establish performance standards and to review Police Officers under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its Police Officers; to determine duties and production standards; to combine jobs; to eliminate classifications or work; to require overtime work; to select Police Officers for overtime; to establish, modify, and enforce rules and regulations.

The rights and powers of Management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City.

The exercise of Management rights shall not nullify guarantees specified in this Agreement nor restrict existing or future rights guaranteed by federal, state or local statute unless said rights are changed by the terms of this Agreement.

SECTION II

DUTIES. The City shall provide to every Police Officer a copy of the *City of Nederland Personnel Policy*, any other rules and regulations which the City publishes and which applies to collective bargaining unit members, and a copy of this Agreement.

The City and the Association agree that they will not interfere with, restrain, or coerce Police Officers in the exercise of rights granted in this Agreement.

The City agrees that it will not dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, to another labor organization that can be certified under Chapter 174 of the Local Government Code as an exclusive collective bargaining representative.

The City agrees that it will not encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

The City agrees that it will not discharge or discriminate against any employee because he has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by any employee organization.

The Association and the City agree that they will not make or permit any agreement, understanding, or contract with any person, including a member of the collective bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

The Association and the City agree that they will not violate the obligation to bargain in good faith set forth in Subchapter D, Section 174.105, of the Texas Local Government Code.

The City and the Association each recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement, Department rules and regulations, special directives and administrative orders which govern the conduct of Police Officers on the job.

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure Article.

ARTICLE 7
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 Police Officer's duties as a Police Officer of the City. The City shall not lock out any Police Officer.

ARTICLE 8
MAINTENANCE OF STANDARDS

SECTION I

PAST PRACTICES. All conditions, standards, and privileges of work currently in effect with respect to members of the collective bargaining unit shall not be changed for the duration of this Agreement, unless inconsistent with this Agreement.

SECTION II

DEFINITION OF PRIVILEGE. Employee privileges shall be granted or discontinued at the sole discretion of Management. For the purposes of this Agreement "employee privilege" shall mean any on-the-job act that is done by an employee with the approval of Management that is not a function related to the carrying out of the basic mission of the police service.

SECTION III

CITY EMPLOYEES OUTSIDE BARGAINING UNIT. All standards, wages, conditions, and benefits that are currently provided, or that may be hereafter, to City employees that are not a part of the collective bargaining unit shall not apply to the members of the collective bargaining unit unless specifically included in this Agreement or required by federal, state or local statute.

ARTICLE 9
SAFETY AND EQUIPMENT

SECTION I

EQUIPMENT. The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe work place and for each Police Officer to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for the determining of the quantity, quality, and specifications of such equipment.

The City shall provide each Police Officer who submits a written request to the Chief with a properly fitted bullet proof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

Police Officers who are provided with vests by the City shall wear such vests at all times while on duty. However, the Chief may make exceptions to the wearing of a vest at his discretion depending on the work assignments.

SECTION II

CLOTHING AND EQUIPMENT. A set of uniforms shall be provided to each Police Officer upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pairs of uniform trousers, and one (1) jacket. Uniformed Police Officers shall also be provided with leather gear and other equipment, including boots, handcuffs, flashlights, batteries, etc.. Purchasing of said equipment shall be the sole responsibility of the City, and at no time shall any Police Officer be allowed to purchase equipment without the permission of the Chief or his designee. The total cost of the equipment shall not exceed six hundred dollars (\$600.00) per year, except in the case of the initial provision of uniforms and equipment for new Police Officers.

All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Police Officers assigned to non-uniform duties shall be allowed a fifty dollar (\$50.00) per month clothing allotment, paid in accordance with IRS and FLSA regulations. Effective October 1, 2006, Police Officers assigned to non-uniform duties shall be allowed a sixty dollar (\$60.00) per month clothing allotment, paid in accordance with IRS and FLSA regulations. Police Officers assigned to non-uniform duties shall also be provided with the leather gear and equipment, within the two-hundred fifty dollar (\$250.00) annual limit, that is provided to uniformed Police Officers, paid in accordance with IRS and FLSA regulations.

ARTICLE 10
PROMOTIONS

SECTION I

POSITIONS. When a position above the rank of Police Officer becomes vacant, the City Manager shall receive written justification for filling such a position from the Chief.

The City Manager will then determine if the position warrants filling. If Management determines that a position(s) is no longer justified, then the Police Officer(s) last promoted shall be demoted first. If these positions are re-established within one year, the Police Officer(s) demoted last shall be promoted back to their original status without the benefit of testing.

SECTION II

NOTICE AND TESTING. When the City Manager determines a position is to be filled, the City shall post notice of a promotional examination at least thirty (30) days prior to the examination. The notice shall contain the date, time, and place of the examination and applicable source material. Source material shall be identified on the notice by title, author, edition, publisher, where available, and cost (if any). The City shall purchase at least one (1) set of books and materials required for promotional examinations and retain such books and materials at the Department for the use of officers registered and eligible for the examination. The Chief shall adopt a policy for reserving of the books by officers.

The City shall determine the source material and be responsible for developing test content, all of which shall be directly related to the position for which the test is being administered.

In order to qualify for the position being tested, a Police Officer must have served a minimum of two (2) years in the position below the position being tested. The two (2) year period is counted backwards from the date of posting.

Police Officers wishing to take the exam must register with the Personnel Department at least twenty (20) days prior to the date the examination is to be given.

An identical written exam covering the source material shall be given to each applicant in the presence of all other applicants. The time limit allocated to complete the test shall be in accordance with testing instructions. If testing instructions do not recommend a time limit, then a three hour time limit will be allocated to complete the test. Test results shall be made available to each applicant within a reasonable time after the last test is handed in. Each Police Officer may review his examination after it is graded.

The written exam shall constitute fifty percent (50%) of the total test score.

SECTION III

ORAL INTERVIEW. Each Police Officer who scores seventy percent (70%) or more on the written examination shall be interviewed by a five (5) member Committee. The Committee shall be made up of the Chief of Police, two (2) representatives chosen by the Chief and (2) Police Officers representing the collective bargaining unit. This Committee shall grade the applicants on their responses to a series of questions pertaining to police and supervisory topics. Each applicant will be graded on a scale of zero (0) to forty (40), with forty (40) representing a perfect score. Both the highest and the lowest score shall be eliminated, and the remainder of the scores shall then be totaled. Applicants must score an average of seventy percent (70%) or more on the oral interview to remain on the eligibility list. The oral interview shall constitute forty percent (40%) of the total test score. Each candidate shall be apprised as to what his oral interview score is.

SECTION IV

SENIORITY. Candidates shall be given one (1) point for each year of Department seniority to a maximum of ten (10) points. Seniority shall constitute ten percent (10%) of the total test score.

SECTION V

PROMOTION LIST. The points from the written exam, oral interview, and seniority shall be added together for a cumulative figure. The highest score shall be first on the list and the lowest score last. In case of a tie, City seniority shall be the tie breaker. Each promotion list shall be effective for the positions open at the time of the examination only.

SECTION VI

ADMINISTRATIVE APPOINTMENTS. The City reserves the right to appoint a single position of Assistant Chief from within the Department without the benefit of the testing procedures herein. Such position shall not be subject to this promotional procedure. The provision of this paragraph shall not apply to the person holding this position at the time this Agreement becomes effective. In addition, the City reserves the right to appoint one member of the collective bargaining unit to an administrative position to assist Management in completing administrative duties. Such position shall not be subject to this promotional procedure. The person appointed to this position shall remain at his currently held rank and shall be compensated two hundred twenty-five dollars (\$225.00) per month for performing these duties. Such compensation shall be in addition to all other compensation agreed to in this Agreement. The City reserves the right to remove the person from this position without cause and return the person to his former position. No other Police Officer shall be demoted in order to return the person to his former position.

SECTION VII

DISQUALIFICATION. Any Police Officer who within the 180 days immediately preceding the date of the posting has received a disciplinary suspension which has been finally adjudicated is not eligible to compete for promotions under this Article. If a Police Officer competes who has a disciplinary case pending and the discipline is upheld on appeal, his name shall be removed from the eligibility list.

SECTION VIII

COMPENSATION. Police Officers who are scheduled to work during the time an examination or oral interview is to be conducted will be compensated for the time spent performing the examination or oral interview; however, no compensation will be owed if the Police Officers' regular shift ends, yet he continues to spend time performing the examination or oral interview. If a Police Officer is scheduled to work the night before an examination or oral interview is to be conducted, he may request to use a form of paid leave, or exchange shifts, in order to be off duty to rest.

ARTICLE 11
SENIORITY

SECTION I

SENIORITY RIGHTS. City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Department seniority is counted from the most recent date that the regular employee entered the department in which he is permanently assigned.

SECTION II

TRANSFER OF SENIORITY. When an employee transfers from one department to another, he loses all seniority accumulated in the previous department. Such an employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the employee's most recent date of entry into the department as a regular employee.

ARTICLE 12
TRAINING

All Police Officers shall be provided with no less than the minimum training required by T.C.L.E.O.S.E.. Such training shall be scheduled at the discretion of the Chief and shall be considered as on-duty time. Both required and non-required training time that is within the normal work schedule of the Police Officer shall be considered time worked. The Chief shall have the authority to temporarily adjust work schedules to prevent overtime and to prevent loss of pay to a Police Officer receiving training. Non-required training shall not result in overtime pay for any Police Officer.

Participation in non-required specialized training shall be allowed at the discretion of the Chief based on the needs of the Department. Any Police Officer who desires such training shall have the opportunity to submit a written request to the Chief advising as to how such training would benefit the Police Officer and the Department. All such requests shall be objectively considered.

ARTICLE 13
OFF-DUTY EMPLOYMENT

Off-duty employment shall be permitted consistent with the guidelines established by the Chief and as long as no conflict of interest or adverse affect on City employment is determined. Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

Police Officers are advised that they should determine what Workers' Compensation, liability protection, or legal representation is available from their secondary employers.

ARTICLE 14
GRIEVANCE PROCEDURE

SECTION I

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, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

SECTION II

TIME LIMITS. The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step 1 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 other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the grievant to meet the time limits at any other Step shall be a determination that the grievant is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance 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 herein. Calendar days specified in this Article shall exclude holidays designated in Article 17 in this Agreement, as well as holidays designated by Ordinance No. 147.

SECTION III

STEPS. A grievance as defined in Section One (I) above shall be handled as follows:

Step 1. The Police Officer shall submit the grievance in writing to the Chief within ten (10) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date that the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within ten (10) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2. If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet and render its decision within ten (10) calendar days of the Step 1 ruling, including presentation of the grievance at Step 3, if that is the Association Grievance Committee's determination.

In the event that the Association Grievance Committee decides that a grievance exists, the Association, representing the aggrieved Police Officer, shall proceed to Step 3. In the event that the Association Grievance Committee decides that no grievance exists, the Association shall notify the City Manager in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3. If a grievance is believed to exist, it shall be presented in writing to the City Manager. The City Manager may meet with the grieving Police Officer and his Association representative to discuss and attempt to alleviate said grievance. The City Manager shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the Chairman of the Association's Grievance Committee and/or the President of the Association of the response in writing.

Step 4. If the grievance has not been settled at Step 3, the Association shall have ten (10) calendar days from the date the City Manager notified the President and/or Association Grievance Committee Chairman in which to appeal the grievance to the City Council for adjustment by submitting it in writing to the City Secretary. The grievance shall be acted upon by the City Council at the next regular City Council meeting or as soon as practical thereafter, but in no event shall a decision be delayed beyond the second meeting of City Council after the date the grievance is filed with the City Secretary.

Step 5. If the grievance has not been settled at Step 4, the Association shall have ten (10) calendar days from the date of the City Council decision in which to appeal the grievance to arbitration for adjustment. Such appeal shall be submitted in writing to the City Manager or his designated representative.

SECTION IV

ARBITRATION. If a grievance is submitted to arbitration, the City and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA), or may be requested by one of the parties. 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.

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 be confined 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, except that employees of the City who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. If the arbitrator's award is for the City, the Association shall pay the fees and expenses of the arbitrator, and if the arbitrator's award is for the Association, the City shall pay the fees and expenses of the arbitrator.

ARTICLE 15
COMPENSATION

SECTION I

HOURLY BASE PAY. The hourly base pay structure is as follows, and is based on a 2,080 hour work year. Effective October 1, 2006, hourly base rates of pay for all Members shall be increased by three and one-half percent (3.5%).

Police Officers shall be paid on a bi-weekly payroll cycle.

RANK (FLSA Non-Exempt-Hourly)	HOURLY RATE 10/01/06	ANNUAL RATE 10/01/06*
Assistant Chief	\$25.52	\$53,081.60
Lieutenant	\$23.42 (4.5%)	\$48,713.60
Sergeant	\$22.20 (4.5%)	\$46,176.00
Patrol Officer - Level IV	\$20.82	\$43,305.60
Patrol Officer - Level III	\$19.68	\$40,934.40
Patrol Officer - Level II	\$18.86	\$39,228.80
Patrol Officer - Level I	\$18.31	\$38,084.80

COLA OCTOBER 1, 2007. All employees covered by this Agreement shall receive across-the-board cost-of-living- adjustment(s) in the amount, method and time when across-the-board cost-of-living- adjustment(s) are implemented for all other regular full-time City employees, but not less than 2% beginning October 1, 2007.

COLA OCTOBER 1, 2008. All employees covered by this Agreement shall receive across-the-board cost-of-living- adjustment(s) in the amount, method and time when across-the-board cost-of-living- adjustment(s) are implemented for all other regular full-time City employees, but not less than 2% beginning October 1, 2008.

LIEUTENANT AND SERGEANT ADJUSTMENTS. Effective October 1, 2006, Lieutenants and Sergeants shall receive the same cost-of-living adjustment(s) provided in the preceding paragraphs plus an additional one percent (1%). Effective October 1, 2007, Lieutenants and Sergeants shall receive the same cost-of-living adjustment(s) provided in the preceding paragraphs plus an additional one percent (1%). Effective October 1, 2008, Lieutenants and Sergeants shall receive the same cost-of-living adjustment(s) provided in the preceding paragraphs plus an additional half percent (0.5%).

Members are eligible to move to a higher level with each year of service with the City in accordance with the provisions herein. At the Chief's discretion, newly hired Police Officers having one (1) or more years of experience as a full-time sworn Texas Law Enforcement Officer may begin at a higher level up to and including Level III. A Police Officer with 0-3 years

experience may begin at Level I, 3-6 years of experience may begin at Level II and those with 6 years or more of experience may begin at Level III.

In the event that a collective bargaining unit member is promoted, he shall automatically be placed in the lowest pay step of the rank to which he is promoted which will afford a base pay increase from his current base pay.

If a member of the collective bargaining unit is otherwise eligible to move to a higher pay step in the base pay scale, and that member has been disciplined within the twelve (12) months preceding the date which he is to move to the higher step, and the discipline is not appealed or is upheld after appeal, that Police Officer shall not be moved to the next higher pay step for an additional twelve (12) months.

SECTION II

TEMPORARY UPGRADES. A Police Officer may be temporarily upgraded by the Chief to a supervisory position. During the temporary appointment, the upgraded Police Officer's individual base rate of pay shall be increased to that of the position of temporary appointment, and only for the time actually worked in the temporary appointment. Temporary upgrades shall not be considered a promotion, and shall therefore not fall within the provisions of Article 10 (Promotions) in this Agreement. Temporary upgrades shall not exceed 6 (six) months.

SECTION III

SHIFT DIFFERENTIAL. Each Police Officer assigned to the evening shift shall receive sixty cents (\$0.60) per hour shift differential pay in addition to his base pay. Each Police Officer assigned to the midnight or night shift shall receive ninety cents (\$0.90) per hour in addition to his base pay. Shift differential pay shall be computed into the overtime rate.

SECTION IV

INVESTIGATOR PAY. Each Police Officer assigned as an investigator shall receive twenty-five cents (\$0.25) per hour investigator pay in addition to his base pay. Investigator pay shall be computed into the overtime rate.

INVESTIGATOR STAND-BY PAY. Each Police Officer assigned as an investigator shall receive stand-by pay of one-hundred sixty dollars (\$160.00) per week when actively serving as the on-call investigator for that week. An investigator called back to duty while on stand-by shall receive overtime compensation in accordance with Article 16 of this Agreement. Telephone calls received during investigator stand-by periods are held as de minimis, are not compensable hours of work, and are not subject to overtime compensation in accordance with Article 16 of this Agreement. Investigator stand-by pay shall be computed into the overtime rate.

SECTION V

LONGEVITY PAY. Each Police Officer shall receive, in addition to base pay, four dollars (\$4.00) per month for each year of service to the City. Longevity pay shall be computed into the overtime rate of pay.

SECTION VI

CERTIFICATION PAY. In addition to Sections I, II, and III, IV and V, Certificates of Achievement from TCLEOSE shall be awarded additional pay as set out below. Certificate pay shall be added to the bi-weekly base pay, and shall be computed into the overtime rate of pay. Pay shall be provided for only the highest level of certification attained by the Police Officer.

CERTIFICATE	EFFECTIVE 10/01/ 2001	
	MONTHLY RATE	ANNUAL RATE
Intermediate Certificate	\$145.00	\$1,740.00
Advanced Certificate	\$225.00	\$2,700.00
Masters Certificate	\$275.00	\$3,300.00

SECTION VII

EXCEPTION. Any member of the collective bargaining unit assigned to the Drug Interdiction Unit shall be compensated in compliance with the provisions of the contract between the City and Jefferson County, except that in no instance shall such member receive less compensation than set out in this Article.

ARTICLE 16
COMPENSATORY TIME/OVERTIME

SECTION I

COMPENSATORY TIME AND OVERTIME. All work performed by a Police Officer in excess of his regularly scheduled shift shall be deemed overtime and shall be compensated on the basis of time and one-half the Police Officer's regular rate of pay in salary or compensatory time. Each Police Officer may elect which method of compensation he prefers for each instance of overtime worked. Excused absences with pay shall be deemed as days worked.

The City shall establish a voluntary overtime schedule and make a reasonable effort to equalize such overtime among members of the bargaining unit. The individual assigned to scheduling such overtime will make at least one effort to contact each eligible Police Officer in the order dictated by the voluntary overtime schedule. The City shall post the voluntary overtime schedule in a prominent place on the Police Department bulletin board.

No schedules, tours of duty, or days off shall be temporarily changed for the sole purpose of avoiding payment of overtime.

Each Police Officer may accumulate no more than eighty (80) hours of compensatory time. Upon termination from employment with the Department, a Police Officer will be paid in full for all compensatory time accumulated under this section.

SECTION II

OVERTIME MEAL. In addition to overtime pay, a Police Officer who is required by proper authority to work overtime shall receive a meal allowance at the rate established by the City. Such allowance shall become applicable at the thirteenth (13) hour of continuous work, and every fifth (5th) hour continuously worked thereafter. Such allowance shall be paid to the Police Officer in the next regular pay period following the time that the overtime was worked.

SECTION III

CALL-BACK. Any Police Officer called back to duty from off-duty shall be compensated at a minimum of two (2) hours' pay at the rate of time and one-half the Police Officer's regular rate of pay. Whenever a Police Officer is called to report early for the regularly assigned tour of duty such reporting shall not constitute a call-back.

SECTION IV

COURT PAY. Police Officers attending court or any other hearings as a result of employment with the City of Nederland during off-duty time shall be paid at the rate of time and one-half the Police Officer's regular rate of pay, with a two hour minimum.

SECTION V

SHIFT TRADES. Any Police Officer shall be permitted to have another Police Officer of the same rank work their scheduled shift. Such request shall be subject to the approval of the Assistant Chief of Police or Police Chief. The Police Officer who is originally scheduled to work (requesting officer) shall be responsible for the attendance of his replacement (substitute officer). Any absences or tardiness by the substitute officer shall be charged to the requesting officer. The requesting officer shall be compensated for that work day as if he were present; additionally, the requesting officer will suffer any deductions for absences or tardiness of the substitute officer. The requesting officer will not be permitted to work any City overtime during his regularly scheduled work hours. The substitute officer will receive first choice for any overtime that may occur immediately prior to and/or immediately following the shift he substituted for. This shift trade agreement will be between the requesting officer and the substitute officer.

ARTICLE 17
ANNUAL LEAVE

SECTION I

HOLIDAYS. The following holidays shall be declared official paid holidays for the collective bargaining unit:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. Employee's Birthday

When a Police Officer does not work on a holiday that is not included in the Police Officer's regular work schedule, the Police Officer shall be compensated for the holiday at holiday rate of pay. However, if the Police Officer works on any such holiday, the Police Officer shall additionally be paid for the hours worked at the overtime rate of pay.

When a Police Officer does work on a holiday that is included in the Police Officer's regular work schedule, the Police Officer shall be compensated at the overtime rate of pay for time worked on the holiday. In addition, the Police Officer shall be compensated for the holiday at the holiday rate of pay.

When a Police Officer who is scheduled to work on a holiday does not work the holiday, but uses some type of leave to be off on such holiday, the Police Officer shall be compensated for the leave time at the regular rate of pay. In addition, the Police Officer shall be paid for the holiday at the holiday rate of pay.

Police Officers working on a holiday shall be compensated in pay for hours worked. Holiday pay, which is paid as a single rate of pay, may, at the Police Officer's discretion, be compensated in wages or compensatory time, but not a combination of both. For example, a Police Officer working a ten (10) hour shift on a holiday may elect to receive his holiday pay as either ten (10) hours wages at single rate or ten (10) hours compensatory time at single rate in lieu of ten (10) hours holiday pay (single rate). Compensatory time will count towards the maximum accrual allowed in Article 16. The hours actually worked shall be compensated at the overtime rate of pay as described in this Section.

SCHEDULED TO WORK	ACTUALLY WORKS	NO. HOURS AT REGULAR RATE (x 1)	NO. HOURS AT OVERTIME RATE (x 1.5)	NO. HOURS AT HOLIDAY RATE (x 1)
No	No	0	0	10
No	Yes	0	10	10
Yes	Yes	0	10	10
Yes	No (Uses paid leave)	10 Vacation	0	10

Within the discretion of the City Manager, skeleton crews may be maintained on those days immediately preceding a holiday. Such skeleton crews shall be sufficient in composition and in number to continue the basic operation and function of the Department.

SECTION II

VACATIONS - GENERAL PROVISIONS. Vacation shall begin to accrue immediately upon appointment, and conditioned upon completion of one year of service. Police Officers will be eligible for vacation benefits, either as time off with pay or as terminal pay in cases of separation from City employment.

Service credit for vacation is figured from the last anniversary of a Police Officer's anniversary date rather than from the date of the Police Officer's last vacation. The accumulation of vacation time shall be based upon the Police Officer's hire date and upon the amount of service credit which a Police Officer has earned. However, service credit of less than one year does not earn nor accumulate a Police Officer any vacation time or right to vacation time on a pro-rata basis. Vacation shall accumulate according to the following schedule:

YEARS OF SERVICE	ANNUAL VACATION ACCRUED
1 - 4	2 weeks (80 hours)
5 - 9	3 weeks (120 hours)
10 - 19	4 weeks (160 hours)
20 - 24	5 weeks (200 hours)
25+	6 weeks (240 hours)

When an official holiday occurs during a vacation an additional day shall be added to the vacation time.

Any Police Officer will receive one (1) additional vacation day upon the completion of a perfect attendance record in any one (1) calendar year.

SCHEDULING OF VACATIONS. Supervisors and the Chief shall schedule vacations. The Police Officer shall be permitted to take his vacation leave at such time, as in the judgment of the supervisor or Chief, will best serve the interest of the City and the employees.

City seniority shall govern Police Officer's choice of vacation, but no Police Officer shall be permitted to schedule more than two (2) weeks of vacation during their first selection.

The Chief may, at his discretion, permit a Police Officer to use one week (5 days) of vacation one day at a time for personal business during any one year. A Police Officer must obtain permission from his supervisor or the Chief at least one (1) day prior to commencing vacation. In addition, one (1) or more days vacation which are requested in conjunction with an official holiday may not be scheduled less than two (2) weeks in advance of said holiday.

USE OF VACATION AS SICK LEAVE. A Police Officer who has exhausted all sick leave benefits may request that his absence thereafter be charged against his accrued vacation until such time as such accrued vacation is exhausted.

PAY IN LIEU OF VACATION. The Chief is required to ensure that each Police Officer takes two (2) weeks of vacation each year. However, if the interests of the City require that a Police Officer work during his vacation, the Police Officer may be paid, at his individual base rate, for the time actually worked. Such pay will be in addition to the pay he would normally receive.

All pay in lieu of vacation must be approved by the City Manager after receiving written justification from the Chief.

VACATION CARRY OVER. Police Officers shall not be allowed to carry over unused vacation into the next calendar year unless prior approval is obtained from the City Manager.

USE OF SICK LEAVE. Police Officers who become ill during the period of their vacation may request that their vacation be temporarily terminated and their time off charged to sick leave.

ARTICLE 18
SICK LEAVE

SECTION I

ACCRUAL. Sick leave shall be accrued by all Police Officers on the basis of ten (10) hours for each full month of employment in the calendar year for a total of one hundred-twenty (120) hours for each year of employment. Sick leave may be accumulated to a maximum of one-thousand three-hundred twenty (1,320) hours, and any unused sick leave accumulated during the calendar year shall be carried to the Police Officer's credit for the next year providing it does not exceed the maximum hours allowed.

SECTION II

PROBATIONARY PERIOD. Sick leave with pay shall accumulate, but shall not be granted to a Police Officer during his probationary period. Approved absences from work for sick leave during this time shall be without pay, and shall therefore not be deducted from the amount accrued after six (6) months has been completed.

SECTION III

NON-ACCRUAL. Sick leave for the month shall not be earned if a Police Officer is off on sick leave for the majority of days within a particular month. However, the Police Officer shall continue to earn service credit for such time.

SECTION IV

REPORTING. If a Police Officer becomes ill or injured and cannot report to work, his absence must be reported to the immediate supervisor at least thirty (30) minutes prior to the regular reporting time, unless otherwise instructed by the Chief, and the absence shall be charged to Sick Leave. Failure to report will cause the Police Officer's absence to be without pay. Sick leave taken is charged to the nearest quarter hour.

SECTION V

PURPOSE. Sick leave shall be for the purpose of permitting a Police Officer to be relieved of his duties during actual illness and during time required for appointments with the Police Officer's doctor or dentist, during time required for therapy to treat an illness or injury, or due to illness of a member of the Police Officer's immediate family who requires the Police Officer's direct personal care and attention. Approval of sick leave for non-emergency medical or dental appointments must be secured at least three work days (as defined by the Police Department work schedule) in advance. Use of sick leave for a member of the Police Officer's immediate family shall be deducted from the Police Officer's accrued sick leave and shall be limited to not more than forty (40) hours per calendar year. Should a Police Officer need additional time off due to the illness of a member of the Police Officer's immediate family, he must utilize vacation days or compensatory time. For this purpose, immediate family is specifically defined as the Police Officer's spouse, children or stepchildren, grandchildren, brother(s) or sister(s), parents of

the employee or spouse, or grandparents of the employee or spouse.

Police Officers who use their sick leave without just cause as fast as it is earned, or who fail without just cause to accumulate it, may be dismissed from service.

SECTION VI

INVESTIGATION. The Chief is authorized to make an investigation of benefits claimed under this rule when he deems it necessary and to disapprove any claims not properly substantiated. Evidence of malingering, or the abuse of this benefit, will constitute grounds for disciplinary action.

SECTION VII

FREQUENT USAGE. Frequent claiming of sick leave benefits will constitute grounds for the assumption by the Chief that the physical condition of the Police Officer is below the standard necessary for proper performance of his duties and the Chief may require the Police Officer to undergo a physical examination by the City physician at the City's expense.

SECTION VIII

PROVISION OF STATEMENT. Immediately upon his return to work after an absence due to illness of three (3) days or more, the Police Officer must furnish a signed statement, executed by the Police Officer's physician, certifying the illness to the supervisor. If such an illness results in the use of five (5) or more sick days, a second opinion may be requested by a City authorized physician before returning to work at City expense.

During the course of a non-occupational injury or illness, if a Police Officer is released by his/her doctor for light duty, the Police Officer's job or alternative job assignment(s) will be evaluated for a determination of whether a temporary position is available in which the City can use the Police Officer's limited services for an interim, but definite, period of time. The light duty release must list all restrictions placed on the Police Officer, and the definite time period the restrictions will be imposed. A light duty assignment cannot exceed 90 days.

A Police Officer who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job duties. When a Police Officer is assigned to light duty status and performing different duties, he will be paid according to the pre-injury level of pay.

If no acceptable light duty assignment can be found, the Police Officer will remain on leave until a full release to regular duty is obtained from the Police Officer's treating physician.

SECTION IX

SICK LEAVE WITHOUT PAY. If after exhaustion of all sick leave, holidays, and vacation used as sick leave, the Police Officer is still unable to return to work due to a non-occupational injury or illness, the Police Officer shall be reported on sick leave without pay for a period not to exceed ninety (90) calendar days. If the Police Officer is not able to return to work at the end of this ninety (90) day period, he shall be separated from the employ of the City.

SECTION X

PREVIOUS ACCRUAL. Police Officers who have earned sick leave under the previous sick leave plan shall maintain their current number of hours and begin to accumulate additional hours up to, but not exceeding the one-thousand three-hundred twenty (1,320) hour ceiling. The additional hours will begin accruing January 1, 2003.

SECTION XI

TERMINATION. Upon termination of employment with the City, a Police Officer shall be paid up to 25% of a maximum of nine-hundred (900) hours of unused accumulated sick leave. Any Police Officer who is terminated, or who is asked to resign, or who resigns while under investigation shall not be entitled to receive any pay upon termination of accrued unused sick leave.

SECTION XII

ADDITIONAL ANNUAL DAY. If a Police Officer achieves and maintains the maximum available accumulated sick leave during each month of an entire calendar year, and uses no sick leave for that same period, the Police Officer shall be granted one (1) day of additional paid leave to be used during the following calendar year. (For example, January 31, 2003=1,110 hours; February 28, 2003=1,120 hours; March 31, 2003=1,130 hours, etc.)

SECTION XIV

LINE OF DUTY DEATH PAYMENT. The City agrees to pay a lump sum of 100% of all accumulated sick leave should a Police Officer die in the course and scope of employment.

SECTION XV

FRIENDS HELPING FRIENDS SICK LEAVE DONATION PROGRAM. Effective October 1, 2005, members of the bargaining unit will be permitted to participate in the "Friends Helping Friends Sick Leave Donation Program" as currently in effect, as well as subsequent revisions. Officers donating sick leave time will not lose time earned for perfect attendance or maintaining the maximum accumulation of sick leave time.

ARTICLE 19
FAMILY AND MEDICAL LEAVE ACT

Police Officers shall be entitled to the benefits described below provided under The Family and Medical Leave Act of 1993 (FMLA).

1. A Police Officer who has at least twelve (12) months service shall be entitled to unpaid leave during any twelve (12) month period for:
 - A. The birth of a child.
 - B. The adoption or undertaking of foster care of a child. In this case, leave must be taken within twelve (12) months of the event.
 - C. The care of a spouse, son, or daughter under eighteen (18) years of age, or a biological parent if such person has a serious health condition. The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.
 - D. A serious health condition of the Police Officer that renders the Police Officer unable to perform the functions of the job. At the option of the City, the Police Officer may be required to use any accrued and unused sick leave in this case as a part of the leave.
2. Police Officers requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice.
3. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the City's choice at the expense of the City.
4. Police Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Police Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Police Officer or his physician stating that the Police Officer is able to resume the performance of his usual and customary job duties.
5. Police Officers shall not accrue seniority or any other benefit while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Police Officer's leave. The Police Officer must continue to pay any portion of the premium that is required by the Article 24 (Insurance) in this Agreement.
7. At the option of the City, the Police Officer may be required to take any accrued vacation or compensatory time as a part of the leave.

8. The City may require the Police Officer to report periodically on his status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.

ARTICLE 20
INJURY LEAVE

SECTION I
INJURY LEAVE WITH PAY

1. Any Police Officer who sustains an on-the-job injury which prevents him from performing his individual base job, shall be granted injury leave with pay. Injury leave with pay shall be computed from the day of the injury.
2. In order to be granted injury leave with pay, the Police Officer (if he is physically able to do so) must:
 - A. Immediately report his injury to his immediate supervisor; and
 - B. Take such first aid or other treatment as is prescribed by the physician rendering treatment.
3. The leave shall extend for such time (not to exceed twenty-six (26) weeks at full pay) as the treating physician shall certify that the Police Officer is unable to return to work.
4. The Police Officer shall not receive compensation from any sources for other work performed during this leave.
5. A Police Officer shall not be paid the wages earned during the injury leave with pay until:
 - A. The amount paid him as weekly benefits under the Workers Compensation Act has been ascertained; and
 - B. The amount of such benefits has been deducted from the wages earned during injury leave with pay.
6. Time off granted to the Police Officer as injury leave with pay shall not be charged to the Police Officer's sick leave or vacation. The Police Officer shall continue to accrue service credit and seniority during his injury leave with pay.
7. If approved by the Police Officer's treating physician, and if light duty work is available, the Police Officer shall return to work on light duty status for a period not to exceed ninety (90) calendar days until a full release to regular duty is obtained from the Police Officer's treating physician. The light duty release must list all restrictions placed on the Police Officer, and the definite time period the restrictions will be imposed. When a Police Officer is assigned to light duty status and performing light duty, he will be paid according to the pre-injury level of pay.

SECTION II
INJURY LEAVE WITHOUT PAY

1. If a Police Officer's treating physician does not release the Police Officer to return to work by the end of his injury leave with pay, the Police Officer shall be granted injury leave without pay subject to these provisions:
 - A. The length of his injury leave without pay shall not exceed ninety (90) calendar days; and
 - B. The Police Officer shall have been given the opportunity to use his accrued sick leave and vacation.
2. A regular Police Officer shall receive full service credit within the terms and conditions authorized by statutes governing the Texas Municipal Retirement System and seniority during injury leave without pay.
3. If approved by the Police Officer's treating physician and if light duty work is available, the Police Officer shall return to work on light-duty status for a period not to exceed ninety (90) calendar days until a full release to regular duty is obtained from the Police Officer's treating physician. The light duty release must list all restrictions placed on the Police Officer, and the definite time period the restrictions will be imposed. When a Police Officer is assigned to light duty status and performing light duty, he will be paid according to the pre-injury level of pay.

SECTION III

REASONABLE EFFORT TO PROVIDE LIGHT DUTY. The City shall make a reasonable effort to assign light duty within the Department.

ARTICLE 21
SPECIAL LEAVES OR ABSENCES

SECTION I

A special leave of absence with pay and full service credit for regular Police Officers shall be granted if recommended to the City Manager by the Chief in the following cases:

BEREAVEMENT LEAVE. Not to exceed three (3) consecutive work days due to death of a member of the Police Officer's immediate family.

CITY BUSINESS LEAVE. May be granted to attend conferences, short courses, or to make trips in the City's interest as recommended by the Chief and subsequently approved by the City Manager.

CIVIL DUTY. With pay and full service credit shall be granted to any Police Officer who is required to serve as a juror or witness at court or at an inquest. The Police Officer must furnish the Chief with a written instrument from the court attesting the time that he reported for service and the time he was dismissed from such service. Police Officers shall be allowed one hour of traveling time each way. Police Officers must report for work if service plus travel time does not fully extend across all working hours.

SECTION II

MILITARY LEAVE. Regular Police Officers ordered to annual training duty by competent military authority shall, without losing service credit or seniority, receive pay in addition to any pay received from the military organization, subject to the following provisions:

- A. The Police Officer shall furnish the Chief with a certified copy of the orders to training duty.
- B. The training duty shall not exceed fifteen (15) calendar days in any one (1) calendar year. No pay, service credit, or seniority shall be received from the City for training duty in excess of fifteen (15) days annually.
- C. The combination of military pay and City pay shall not exceed the amount regularly received by the Police Officer.

A regular Police Officer ordered to active military duty is guaranteed that his regular job, with all accumulated seniority, will be open to him upon discharge or release from active military service provided that:

- A. He has been honorably discharged or separated from active duty.
- B. Examination by the City's physician reveals that he is physically and mentally fit to perform the duties of his former job.

- C. The Police Officer makes application for reinstatement in the service of the City within a period of thirty (30) days after discharge or release from military service.
- D. The Police Officer shall be entitled to accumulate seniority in the Department, except that he shall not be permitted to obtain any seniority advantages over any other Police Officer who had greater seniority at the time that he left the active service of the City, and who have remained in the Department during the entire period of military leave.
- E. In order to return to his job, any other Police Officers who, as a result of the military leave, have been promoted, transferred, or hired, shall be subject to demotion, transfer, or layoff, as the case may be.

ARTICLE 22
DISCIPLINARY ACTIONS

SECTION I

PURPOSE OF DISCIPLINE. Discipline is the enforcement of conformity to policies, rules, regulations, and other administrative or legal requirements or practices, designed to maintain a standard of cooperation and conduct necessary to successfully carry out the mission of the organization. Self-discipline, or self-conformity is the goal to strive for. Where self-discipline fails, disciplinary action by the Chief is authorized and shall be accomplished in such a manner as to be just, equitable, consistent and suitable to the situation and shall be documented in the event of an appeal. Disciplinary actions should effectively correct non-conforming behavior, be in proportion to the severity of the misbehavior and restore conformity. Disciplinary actions shall be accomplished in such a manner as to avoid, whenever possible, the unnecessary public embarrassment of the Police Officer disciplined.

Disciplinary action may be taken for violation of City or Police Department rules and regulations, Federal and State laws, City Ordinances, City Personnel Policies and portions of this Agreement relating to personnel issues (i.e., use of sick time, etc.) and failure to notify the Chief of Police within five (5) working days of an officer being arrested on a criminal charge by any law enforcement agency in the United States.

SECTION II

SERVICE OF WRITTEN STATEMENT OF CHARGES. The Chief may demote, suspend for up to fifteen (15) days, or terminate a Police Officer by personal service on the Police Officer of a written statement of charges. If the Chief is unable to secure personal service after due diligence, service may be made by placing it in the mail addressed to the Police 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 actions.

SECTION III

WRITTEN STATEMENT OF CHARGES. The written statement of charges shall point out the particular rule or rules alleged to have been violated by the Police Officer and the specific act or acts alleged to be in violation. The statement informing the Police Officer of disciplinary action and the reason(s) therefore, shall also inform the Police Officer that an appeal may be had by filing same in writing with the City Manager within fifteen (15) calendar days after receipt of said written statement, or, if alternate service is made as provided herein, within fifteen (15) calendar days from service upon the Association.

SECTION IV

APPEAL. A Police Officer appealing demotion, suspension, or indefinite suspension may elect to appeal through the Grievance Procedure Article of this Agreement. Upon receiving an appeal from the Police Officer, the City Manager shall act immediately to notify the Association and the Chief of the appeal.

SECTION V

ARBITRATOR. The Police Officer and the City Manager (the parties) shall abide by the terms of the Grievance Procedure Article of this Agreement relating to the selection of an arbitrator.

SECTION VI

ARBITRATION HEARING. The hearing shall be commenced, but need not be completed, within thirty (30) days of the Arbitrator's selection. Delay in commencing the hearing within thirty (30) days may occur due to unavoidable conflicts with the Arbitrator's schedule, or by mutual agreement of the parties and for no other reason. If the Arbitrator selected cannot commence the hearing within sixty (60) days from his selection, and if the parties cannot agree upon a substitute within one (1) day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make an award within thirty (30) days of the close of evidence in expedited arbitration hearings. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the Arbitrator within seven (7) days of the close of evidence at the hearing.

SECTION VII

TRANSCRIPTION. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. If there is no agreement, the party desiring the transcript may have the transcript made at its sole expense.

SECTION VIII

ARBITRATOR'S AWARD. The award of the arbitrator shall state which particular factual charges it finds to be true, if any, and the particular rules it 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 or no discipline is substituted.

SECTION IX

ARBITRATOR'S POWER. The Arbitrator shall have all the power to overturn, reduce, or uphold suspensions, terminations, and demotions. In cases of conflict, the provisions of this Agreement shall control over American Arbitration Association Rules.

SECTION X

DEADLINES. 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 XI

STATUE OF LIMITATIONS AND CRIMINAL CHARGES. The Chief and City are precluded from the introduction of evidence or otherwise complaining of any acts or occurrences (i.e., filing written charges) earlier than the 180th calendar day immediately preceding the date on which the Chief suspends the Police Officer; except that a Police Officer may be charged with an act or occurrence which constitutes a felony or Class A misdemeanor within one hundred eighty (180) calendar days from the date of the Chief's actual or constructive knowledge of such act or occurrence.

In the event a Police Officer has been demoted, suspended, or terminated for any action which results in the Police Officer being indicted for a felony or charged with a misdemeanor of Class B or above, no further action may be taken on the Police Officer's appeal until the completion of trial on the merits of those charges; except that a hearing on a Police Officer's appeal may be initiated prior to completion of trial on the merits by mutual agreement between the City and the Police Officer. If the Chief fails to charge the Police Officer with a disciplinary violation within thirty (30) calendar days following acquittal or dismissal of the criminal charges, the Police Officer shall be reinstated with all back pay and benefits.

Nothing in this Article shall prevent the Chief from suspending a Police Officer with pay while said Police Officer is under investigation, or suspending a Police Officer with pay while said Police Officer is under criminal indictment.

SECTION XII

INFORMAL COUNSELING AND WRITTEN REPRIMANDS. The City may continue to use counseling and written reprimands as methods of making Police Officers aware of improper behavior and correcting such behavior. However, for purposes of this Article, neither shall be considered disciplinary actions and neither shall be subject to the appeal process herein, except that if such information is placed in the Police Officer's personnel file, he shall have the right to attach to the reprimand his written rebuttal. Nothing in this Section is intended to limit the City's right to introduce evidence of past counseling or written reprimands in an arbitration hearing, within the constraints of Section XI.

ARTICLE 23
INTERNAL INVESTIGATIONS

In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a sworn, notarized affidavit taken by a Police Officer assigned to the investigation. For purposes of this section, "serious misconduct" means some action or failure to act by a Police Officer, which, if found to be true, could result in the termination of the Police Officer for that offense and that offense alone.

INTERVIEW OR WRITTEN NOTIFICATION OF COMPLAINT. If a Police Officer is to be interviewed concerning an alleged act which, if proven, may result in his dismissal from the service, he shall be afforded a reasonable opportunity to consult privately with an attorney of his own choosing and/or a representative of the Association (or C.LE.A.T.) before being interviewed. The Police Officer may request that this person be present during the interview. However, if such a request is made, the Chief or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected Police Officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath. The Police Officer shall be given an exact copy of any written statement he may execute.

The Chief shall provide written notice in a sealed envelope to the individual Police Officer of the final status of any complaint investigated by the Police Department.

POLYGRAPH EXAMINATION. A polygraph examination may be requested of a Police Officer by the Chief only in the strictest confidence, and after 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 agreed to or administered, and the results thereof, shall not be disclosed by the Chief or the examiner to any person, except following execution or a written agreement between the Chief and the examined Police Officer.

ARTICLE 24
INSURANCE

The City shall provide a comprehensive major medical, dental, long term disability, and life insurance program. The selection of the insurance carrier and the determination of the level or benefits provided shall be at the discretion of the City.

The members of the Association shall have the same benefit levels and premiums, both for employee and dependent coverage, as is applied to non-collective bargaining unit employees of the City.

Premiums for dependent coverage shall be paid through payroll deduction.

ARTICLE 25
RETIREMENT

The City and Association agree to participate in the Texas Municipal Retirement System of Texas as adopted by the City Council and authorized by the Texas Municipal Retirement System Act, Subtitle G of Title 110B, Revised Civil Statutes of Texas, as amended. The City shall update prior service credit each year. The City agrees to not reduce Texas Municipal Retirement System benefits during the term of this Agreement.

On or before January 1, 2000, the City agrees to adopt the following options: ten (10) year vesting, 100 percent updated service credits and unrestricted prior service credits.

On or before January 1, 2001, the City agrees to adopt Senate Bill 505. The City agrees to adopt 20 year retirement not later than January 1, 2003.

ARTICLE 26
MISCELLANEOUS

SECTION I

SERVICE BADGE. Each Police Officer who retires under the T.M.R.S. Act from the force shall receive his badge at no charge.

SECTION II

EMPLOYEE ASSISTANCE PROGRAM. The City agrees to provide at no charge to the Police Officer an Employee Assistance Program (EAP). The program shall be administered under the direction of the City Manager.

SECTION III

PERSONNEL FILE. The City shall maintain one permanent personnel file of all Police Officers. The personnel file shall contain information related to the Police Officer and his performance as a City employee. All information in the file shall remain confidential and not for public inspection except when required by state or federal law or a court of competent jurisdiction, and shall be made available to the Police Officer for inspection and review. Any negative information placed in a Police Officer's file shall first be signed by the Police Officer and a copy given to him. The Police Officer's signature shall not be deemed as agreement to the negative information.

SECTION IV

REIMBURSEMENT/REPLACEMENT OF LOST OR DAMAGED ITEMS. Personal items damaged or lost during the performance of duties shall be reimbursable up to a maximum of four hundred dollars (\$400.00) per occurrence, on a case-by-case basis. A Police Officer requesting reimbursement shall furnish the Chief with a written report within twenty-four (24) hours after the incident that caused the loss/damage requesting reimbursement under this section. The Chief may waive the twenty-four (24) hour reporting period in the event of the Police Officer's incapacity, or any other reason deemed valid by the Chief.

Reasonable proof of value (such as a receipt, canceled check, seller's statement, catalog information) satisfactory to the Chief must be provided by the Police Officer to the Chief within thirty (30) days after the occurrence, and no payment shall be made without such proof.

The City may, at its option, replace the item with an item of comparable value.

The City shall not reimburse for items lost or damaged due to negligence, or for items that are prohibited by the Chief for use on the job, or if it cannot be ascertained by the Chief to his satisfaction that the item was legitimately and properly being utilized solely in connection with a job-related activity.

In the case of loss or damage of an approved on-duty weapon, up to nine-hundred dollars (\$900.00) per occurrence may be authorized upon presentation of proof of loss or damage and value satisfactory to the Chief.

In the event that a Police Officer is denied reimbursement/replacement, a reason for the denial shall be provided to the Police Officer by the Chief. If the Police Officer wishes to appeal the denial, the Police Officer shall have the right to pursue the matter through the Grievance Procedure provided under Article 14 in this Agreement.

SECTION V

TRANSPORTATION. The privilege of pick-up and drop-off of Police Officers at the beginning and ending of shift shall be extended only to those Police Officers living within the corporate city limits of Nederland, work load permitting and at the discretion of the Chief. It is the responsibility of the Police Officer to ensure arrival for duty in a timely fashion.

SECTION VI

AUTOMOBILE ASSIGNMENTS. City owned vehicles shall be assigned to Police Officers when the Chief deems such assignment to be in the best interest of the City. Such vehicles shall only be used in the performance of the duties of the Department.

SECTION VII

PAYROLL DEDUCTION. Any Police Officer who is delinquent in the payment of any monies owed the City for taxes or for any other valid debt owed to the City, may voluntarily elect to have an automatic deduction of a designated amount per month made from his pay until the debt is repaid. If the Police Officer is separated from the service of the City before the total debt is repaid, the unpaid balance shall be deducted from any monies due the Police Officer upon separation.

SECTION VIII

SEPARATION DATE. The separation date for all Police Officers shall be the last day of actual work, or the last day that the Police Officer was on an approved leave. Terminal pay received by a Police Officer shall not extend the Police Officer's employment with the City beyond the separation date. Terminal pay shall include pay for hours worked for which compensation has not been received.

ARTICLE 27
SUBSTANCE ABUSE POLICY

All Police Officers shall comply with the *City of Nederland Substance Abuse Policy* which was approved and adopted by the City Council on May 19, 1997, where not in conflict with the Collective Bargaining Agreement.

ARTICLE 28
SAVINGS CLAUSE

If any provision of this Agreement is 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 29
CLOSING STATEMENTS

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. Subject to the Maintenance of Standards clause, 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.

IMPASSE PROCEDURE. In the event an impasse occurs in the collective bargaining process, such impasse shall be dealt with by the parties in accordance with Chapter 174 of the Texas Local Government Code.

This Agreement was approved by the City Council of the City of Nederland, Texas at a meeting held on September 25, 2006, and has been ratified by the Nederland Police Officers Association on September 11, 2006

APPROVED:

CITY

ASSOCIATION

R. A. "Dick" Nugent, Mayor

President, Ben Hanks

André Wimer, City Manager

Vice President

Darrell Bush, Chief of Police

Member

Member

ATTEST:

LaDonna Floyd, City Clerk