

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

FLORESVILLE POLICE OFFICERS ASSOCIATION

AND

CITY OF FLORESVILLE, TEXAS

OCTOBER 1, 2009 TO SEPTEMBER 30, 2012

TABLE OF CONTENTS

ARTICLE	PAGE
Article 1 - Definitions	3
Article 2 – Purpose of Agreement	4
Article 3 - Recognition	4
Article 4 - Duration of Agreement	5
Article 5 – Maintenance of Standards	5
Article 6 – No Strike Clause	5
Article 7 – Non Discrimination	6
Article 8 – Association Activities	7
Article 9 – Rights of Management	7
Article 10 - Payroll Deductions, Association Dues, and Indemnification	8
Article 11 – Compensation	9
Article 12 – Physical Fitness Incentive Program	10
Article 13 - Compensatory Time, Overtime, Sick Days, Holidays	11
Article 14 – Seniority	12
Article 15 – Retirement Plan	13
Article 16 – Miscellaneous Provisions	13
Article 17 – Disciplinary Actions	16
Article 18 – Dispute Resolution Procedures	19
Article 19 – Savings Clause	21
Article 20 – Complete Agreement Clause	22
Attachment "A"	23
Attachment "B"	24

ARTICLE I
DEFINITIONS

- A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the City and the Association.
 - B. "Association" means the Floresville Police Officers Association.
 - 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 Floresville, Texas.
 - E. "City" means the City of Floresville, Texas.
 - F. "City Manager" means the City Manager of the City of Floresville, Texas.
 - G. "Department" means the Police Department of the City of Floresville, Texas.
 - H. "Disciplinary Action" means indefinite suspension (termination).
 - I. "Officer" means any sworn full-time paid Police Officer employed by the City of Floresville with the exception of the Chief of Police. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the Floresville Police Department.
 - J. "Grievance/Dispute" is defined as a disagreement involving the interpretation, application, or alleged violations of any provision of this Agreement.
 - K. "Promotion" means advancement from a lower rank to a higher rank within the department.
 - L. "Regular Pay" means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
 - M. "Strike" means whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to: "slowdowns," "sickouts," "blue flue," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
 - N. "Hearing Examiner" is a neutral third party whom the officer and City Manager, or his designee, agree upon to hear an appeal of an indefinite suspension. A hearing examiner may be an attorney, mediator or arbitrator.
-

PRE-EMPTION: The provisions of this Agreement shall supersede other laws to the extent provided in the Texas Local Government Code, Section 174.005.

ARTICLE II
PURPOSE OF AGREEMENT

SECTION I

This agreement is made and entered into by and between the City of Floresville, a municipal corporation domiciled in the State of Texas, herein referred to as the "Employer", and the Floresville Police Officers Association, hereinafter referred to as the "Association", in accordance with the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the Employer and the Association; provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other conditions of employment, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

SECTION III

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE III
RECOGNITION

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

ARTICLE IV
DURATION OF AGREEMENT

SECTION I

This Agreement shall be effective October 1, 2009 and shall remain in full force and effect until the 30th day of September, 2012 or until such time as it is superseded by a new agreement between the parties.

SECTION II

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE V
MAINTENANCE OF STANDARDS

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement.

ARTICLE VI
NO STRIKE CLAUSE

SECTION I

No officer shall engage in a strike.

SECTION II

The Association shall not call, order, aid, or abet a strike by the officers. In the event any officer or groups of officers violates Section I of this Article, the Association shall promptly notify the officer(s) in writing that such conduct is illegal, and that such conduct could result in disciplinary action.

SECTION III

The City shall not lock out any officers.

ARTICLE VII
NON-DISCRIMINATION

SECTION I

The Employer and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to affiliation or membership or non-membership in the Association, and neither party shall interfere with, restrain, or coerce Officers in the exercise of rights granted in this Agreement.

SECTION II

The Employer agrees that it will not dominate, interfere, assist in the formation, existence or administration or contribute financial support to any employee organization that can possibly be certified under the Texas Local Government Code, Chapter 174, as an exclusive bargaining representative.

The Employer 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.

SECTION III

The Employer agrees that no Officer shall be discharged or otherwise discriminated against due to the filing of an affidavit, petition, grievance, or complaint; or the giving of any information or testimony alleging violations of this Agreement; or because the officer has formed, joined, or chosen to be represented by any employee organization.

SECTION IV

Neither the City nor the Association shall discriminate against any officer because of race, color, religion, sex, age over 40 years, national origin, or disability (if the officer is otherwise qualified to perform the essential function of the job, with or without reasonable accommodation)

ARTICLE VIII
ASSOCIATION ACTIVITIES

SECTION I

The President of the ASSOCIATION shall be given duty time to attend to ASSOCIATION business from time to time with the approval of the Chief of Police.

SECTION II

During contract negotiations with the ASSOCIATION the CITY agrees the ASSOCIATION'S bargaining team members shall be permitted to attend the bargaining sessions while on duty.

ARTICLE IX **RIGHTS OF MANAGEMENT**

SECTION I

Subject to the terms of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, including, but not limited to:

1. Manage, determine, and control the use, location and delivery of City services, equipment, property, facilities and operations and direct the work forces.
2. Determine its police department's activities and set for the all standards and types of services offered to the public.
3. Allocate and assign work to police officers to determine the number of shifts, hours of work, starting time, and schedule of the foregoing. The City retains the right to establish, modify, or change any shifts, starting times and/or work schedules, except as prohibited by the Fair Labor Standards Act (the "FLSA"), if applicable.
4. The Chief of Police retains the right to direct police activities, including the determination of qualifications, hiring, promoting, suspending, discipline, discharging, transferring officers, and determining the size of the work force.
5. Determine services and police tasks to be performed and the methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
6. Adopt and put into effect police performance and discipline rules, standards, regulations, and penalties for violations.
7. Use civilians to perform duties which do not require sworn officers.

ARTICLE X
PAYROLL DEDUCTIONS, ASSOCIATION DUES, AND INDEMNIFICATION

SECTION I

PAYROLL DEDUCTION AND ASSOCIATION DUES:

- A) Upon receipt of a signed authorization from the officer, on a form supplied by the City, the City shall deduct monthly Association and Combined Law Enforcement Association of Texas (the "CLEAT") dues.
- B) The dues deductions shall be remitted promptly to the treasurer of the Association in accordance with reasonable procedures established by the City.
- C) Any officer who wishes to voluntarily withdraw his/her authorization for dues deduction must notify the City, in writing, on a form supplied by the City.
- D) The City agrees to provide the Association with a list of those members for whom deductions are made each month.
- E) The Association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) calendar days in advance of the change, signed by the Association President advising the City that the amount has changed pursuant to the requirements of the Association's Constitution and Bylaws.
- F) The City further agrees that it will not authorize payroll deduction of dues or other assessments for any other organization that purports to represent Floresville police officers.

SECTION II

INDEMNIFICATION: The Association shall indemnify, defend, and hold harmless the City from any claim or cause of action brought by any officer resulting from the operation of this Article.

ARTICLE XI
COMPENSATION

SECTION I

BASE PAY: The Pay Period is two (2) weeks in duration. Officers shall be paid every other Friday in an amount equal to his/her annual base pay, in accordance with attached Appendix "A" (Floresville Police Officer Starting Pay Scale) and "B" (Floresville Police Department Merit Pay Steps"), which shall be incorporated into the City's Pay Plan. Appendix "A" is the current pay scale with each officer placed in their PAY GROUP and STEP and where the officer is located on the SCALE as of October 1, 2009 and any increase that placement would bring as of October 1, 2009. Attachment "B" is the adopted MERIT PAY STEPS. Officers will advance each year through each STEP upon receiving a yearly evaluation of "Meets Expectations" from their Supervisor. Any across the board pay increase for other city employees, other than for merit, shall be applied to the listed MERIT PAY STEPS in Attachment "B" at the same time as the increase is put into effect for other city employees.

An example:

- a. A Sergeant I STEP 4 receives "Meets Expectations" for the 2010/2011 budget. The Sergeant I STEP 4 would then advance to a Sergeant II STEP 1.

SECTION II

EDUCATION PAY: The CITY and the ASSOCIATION recognize the value of higher education in law enforcement and the community's need for a highly educated and well trained professional police department serving the citizens of Floresville Texas. Police officers will receive a allowance for completing certain levels of higher education.

- a. Officers that have obtained 60 or more college hours from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCLEOSE) will receive \$100.00 per month.
- b. Officers that have obtained a Bachelors Degree from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCLEOSE) will receive \$150.00 per month.
- c. Officers that have obtained a Masters Degree from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCLEOSE) will receive \$200.00 per month.

SECTION III

Uniform Allowance: The CITY agrees to pay \$600.00 per year to Floresville police officers regularly assigned to work in uniform for the purchase and maintaining of uniforms and equipment. The CITY agrees to pay \$300.00 per year to Floresville police officers regularly assigned to work in a plain clothes assignment for the purchase and maintaining of required clothing and equipment.

ARTICLE XII **PHYSICAL FITNESS INCENTIVE PROGRAM**

Section 1. Police Officers of the Floresville Police Department will be required to complete an annual physical fitness evaluation once per fiscal year can only participate after first completing a required medical evaluation certifying the employee's health prior to participation. The medical evaluation shall be provided by the city at the city's expense or the employee may choose to consult with their own private physician at the employee's own expense. The physical fitness evaluation will be factored into the employee's annual performance evaluation. The annual employee evaluation will determine whether or not that employee progresses to the next step in pay according to the Merit Pay Steps in Attachment B of this agreement. An employee shall progress to the next pay step, in the Merit Pay Steps in Attachment B of this agreement, by receiving an overall "Meets Expectations" on their annual performance evaluation.

Section 2. Police Officers of the Floresville Police Department must have a minimum score, that must be a narrative description, that shows progress toward the minimum score on the employee's physical fitness incentive program, in order to receive at least a 2 on their Annual Performance Evaluation Form in the Factor L: Conformance to Department Policies, Regularity of Attendance and Punctuality for Officers and Factor J: Conformance to Departmental Policies, Regularity of Attendance for Sergeants and Lieutenants. For the employee to receive at least a score of 2 on the Annual Performance Evaluation Form in Factor L and Factor J, the employee must show progress. Any changes to the Annual Performance Evaluation Form shall be negotiated with the Association after the date this becomes effective.

Section 3. Those Police Officers that achieve a passing score on the physical fitness incentive program shall receive a \$25.00 per month for a year from the date the physical fitness incentive program evaluation is administered and shall be continued from year to year if the employee is successfully participating within program.

Section 4. *Physical Fitness Incentive Program for the Floresville Police Department*

1. One and one half mile run: Maximum time to complete is 19:50 min/sec
2. Push-ups: Passing requires completing 20 repetitions
3. Sit-ups: Passing requires completing 20 repetitions
4. Bench press: One complete repetition of 50% of employee's body weight or 135 lbs, whichever is less.
5. For those employees at or over forty years of age at the time the physical fitness evaluation is given shall have the option to complete the one and one half mile run using the stationary bike and must complete the exercise in 9:25 min/sec.

ARTICLE XIII
COMPENSATORY TIME/OVERTIME/SICK DAYS/HOLIDAYS

SECTION I

OVERTIME: All work performed by an officer outside of his/her regularly scheduled work hours shall be deemed overtime and shall be compensated on the basis of time-and-one-half (1½) the officer's regular rate of pay in accordance with the FLSA. The Chief of Police or his designee must approve all overtime of more than two (2) hours prior to the officer working the overtime. Failure to obtain approval of overtime shall subject the officer to disciplinary action.

SECTION II

COMPENSATORY TIME: An officer who works overtime, may, at the Chief's sole option, receive compensatory time in lieu of overtime wage payments in cash. Compensatory time shall be compensated on the basis of one-and-one-half (1½) hours for each overtime hour worked. Officers requesting to use their compensatory time will be permitted to use such time within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department at the discretion of the Chief of Police or his designee. Officers may accrue up to one hundred twenty hours (120) of compensatory time. When an officer is approaching the maximum amount of compensatory time allowed, the City will require officer to take compensatory time off.

Section III

SICK DAYS: Accrual of sick leave will be at 10 hours per month so that when employees of the Police Department take a day of sick they will use 10 hours of sick leave.

Section IV

HOLIDAYS: The following holidays will be officially observed by the City:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- One Day Peanut Festival

Holidays falling on Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. The City Council or Mayor may designate additional holidays as deemed necessary. Employees who are covered by this agreement shall accrue 10 hours holiday leave for those holidays falling on an employee's regular day off.

ARTICLE XIV **SENIORITY**

SECTION I

DEFINITION. Seniority shall be the continued, non-interrupted length of service from last hiring date by an Officer in the Department. Time spent on military leave of absence in the armed forces of the United States, other authorized leaves, and time lost to duty-connected disability shall be included in length of service. Any Officer who is rehired begins his seniority anew with the latest date of hire.

SECTION II

APPLICABILITY TO VACATION ASSIGNMENTS. Seniority, regardless of rank or shift, and the time of earliest notice of intent to take vacation, are the determining factors in the assignment of vacation days. Notice may be given no more than twelve (12) months prior to the beginning of the requested vacation.

SECTION III

APPLICABILITY TO LAYOFF/RECALL. Seniority may be a factor in layoff and recall, with layoff being accomplished beginning with the least senior and recall beginning with the most senior. In the event of a tie in the seniority of two or more Officers, the Officer who placed highest on the initial hiring list of the City may be placed before the other(s) with whom he/she tied.

ARTICLE XV RETIREMENT PLAN

City currently contributes 10% and the employee contributes 5% to TMRS for a 2 to 1 match. The City will not lower either contribution unless agreed to by the City and the Association.

ARTICLE XVI MISCELLANEOUS PROVISIONS

SECTION I

STRESS LEAVE AND COUNSELING. Any Officer who takes the life of, or causes the serious injury to another person, in the performance of his/her job duties, or who likewise sustains serious injury as a result of the overt act of another person, shall be provided with initial psychological or psychiatric screening treatment at the expense of the City if requested by the Officer. If subsequent psychological or psychiatric treatment is recommended in a narrative report provided to the Officer and the City by the attending professional, such treatment shall be provided at the expense of the City upon the approval of the Chief.

Any Officer requesting such treatment shall provide information concerning the anticipated length and frequency of such treatment. The Officer receiving such treatment shall not suffer loss of pay due to required absence from duty to

receive such treatment. Out patient treatment shall be allowed for a period of time not exceeding one calendar year from the date of the incident.

SECTION II

REIMBURSEMENT FOR DAMAGED OR STOLEN ITEMS. Upon submission of a written request for replacement, reimbursement or repair to the Chief, the City shall reasonably reimburse any Officer for the replacement value or repair for any professional or personal equipment item that is damaged, destroyed or stolen (including clothing) as a direct consequence of job-related activity. The written request shall provide a description of the item(s) for which reimbursement, replacement or repair is being sought, proof of value, and an explanation of the circumstances causing the damage. This section shall not apply to any item damaged, destroyed or stolen due to an Officer's negligence or failure to adhere to Departmental policy.

SECTION III

BADGE UPON RETIREMENT. Each Officer who retires from the force shall be given his/her badge at no cost to the Officer. The retiring officer may purchase their issued duty handgun when honorable retiring after 20 years of service in law enforcement.

SECTION IV

PERSONNEL FILES. The City shall maintain one master personnel file for each Police Officer. The personnel file shall contain any letter, memorandum, or any other document relating to:

1. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
2. Any periodic evaluation of the officer by supervisory personnel.
3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.
4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-

- employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.
5. Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.
 6. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.
 7. The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is excepted for release under the Texas Open Records Act, and is properly requested for release. In the event of release of information, the officer shall be notified accordingly.

SECTION V

BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief.

SECTION VI

PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION VII

JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

ARTICLE XVII
DISCIPLINARY ACTIONS

SECTION I

The Chief of Police shall have the authority to take disciplinary action to include (indefinite suspension or termination) against any officer for causes as set forth in the Rules and Regulation of the Department. The Chief of Police shall give written Notice of an indefinite suspension to the officer and must inform the officer of the appeal process. An officer may request to use accumulated compensatory time, vacation leave, or holiday leave during his appeal.

SECTION II

APPEAL: An officer may appeal his/her indefinite suspension to the City Manager or directly to an independent third party hearing examiner. If the officer elects to appeal directly to the independent third party hearing examiner and not the City Manager, the officer and city management waives all rights to appeal to a district court except as specified in Section II (m) of Article XVI of this agreement. The officer has ten (10) calendar days from the date he receives written notice of indefinite suspension within which to appeal. At any time prior to or during the appeals process, both parties may agree to proceed to mediation with cost of mediation shared by both parties.

(a) City Manager

Upon receipt of an officer's request to appeal an indefinite suspension, the City Manager shall notify the officer in writing of a date and time which his appeal will be heard. The City Manager must schedule this hearing within seven (7) calendar days of his receipt of the officer's appeal. The City Manager must issue his decision in writing to the officer within five (5) calendar days of the hearing.

(b) Hearing Examiner

If the City Manager upholds the indefinite suspension, or if the indefinite suspension is appealed directly to a third party hearing examiner, the officer and the City Manager, or his designee, shall first attempt to agree on the selection of an impartial hearing examiner. If the parties do not agree on the selection of a hearing examiner on or within ten (10) calendar days after the date the appeal is filed, either party may immediately request a list of seven (7) qualified neutral arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service, or their successors in function. The police officer and the City Manager, or his designee, may agree on one of the seven neutral arbitrators on the list. If they do not agree within five (5) working days after the date they receive the list, each party, shall alternate striking a name from the list and the name remaining is the hearing examiner. The parties or their designees shall agree on a date for the hearing.

(c) The appeal hearing shall begin as soon as the hearing examiner can be scheduled. If the hearing examiner cannot begin the hearing within 45 calendar days after the date of selection, the police officer may, within two days after learning of that fact, call for the selection of a new hearing examiner using the procedure prescribed by Subsection (c).

(d) In each hearing conducted under this section, the hearing examiner has the duties and powers, including the right to issue subpoenas and shall hold a hearing and render a decision in writing within 30 days after the date it receives notice of appeal. The suspended person and the City Manager, or their designees, may agree to postpone the hearing for a definite period.

(e) In a hearing conducted under this section, the Floresville Police Chief is restricted to the Floresville Police Chief's original written statement and charges, which may not be amended.

(f) The hearing examiner may not consider evidence that was not presented at the hearing.

(g) In its decision, the hearing examiner in a written decision shall state whether the suspended police officer is:

- (1) Permanently dismissed from the police department;
- (2) Temporarily suspended from the department; or
- (3) Restored to the person's former position or status in the department's classified service.

(h) If the hearing examiner finds that the period of disciplinary suspension should be reduced, the hearing examiner may order a reduction in the period of suspension. If the suspended police officer is restored to the position from which the person was suspended, the police officer is entitled to:

- (1) full compensation for the actual time lost as a result of the suspension at the rate of pay provided for the position from which the person was suspended; and
- (2) restoration of or credit for any other benefits lost as a result of the suspension, including sick leave, vacation leave, and service credit in a retirement system. Standard payroll deductions, if any, for retirement and other benefits restored shall be made from the compensation paid, and the municipality shall make its standard

corresponding contributions, if any, to the retirement system or other applicable benefit systems.

(i) The City of Floresville and or the Floresville Police Chief may suspend or dismiss a police officer only for violation of written policies and only after a finding by the hearing examiner of the truth of specific charges against the police officer.

(j) In a hearing conducted under this section, the parties may agree to an expedited hearing procedure. Unless otherwise agreed by the parties, in an expedited procedure the hearing examiner shall render a decision on the appeal within 10 days after the date the hearing ended.

(k) In an appeal that does not involve an expedited hearing procedure, the hearing examiner shall make a reasonable effort to render a decision on the appeal within 30 days after the date the hearing ends or the briefs are filed. The hearing examiner's inability to meet the time requirements imposed by this section does not affect the hearing examiner's jurisdiction, the validity of the disciplinary action, or the hearing examiner's final decision.

(l) The hearing examiner's fees and expenses are borne by the appealing police officer and not by the department. The costs of a witness are paid by the party who calls the witness.

(m) A district court may hear an appeal of a hearing examiner's award only on the grounds that the arbitration panel was without jurisdiction or exceeded its jurisdiction or that the order was procured by fraud, collusion, or other unlawful means. An appeal must be brought in the district court having jurisdiction in which the Floresville Police Department is located.

ARTICLE XVIII
DISPUTE RESOLUTION PROCEDURE

SECTION I

CONTRACT GRIEVANCES:

A grievance involving the interpretation, application or enforcement of a specific clause of this Agreement by one or more employees shall be brought to the attention of the Association grievance committee in writing within thirty (30) calendar days of when the employee knew or should have known of the grievance. The Association may bring a grievance that is an on-going practice by the City which affects the bargaining unit as a whole ("Class Action") within thirty (30) calendar days of when the Association knew or should have known of the grievance.

(a) Within thirty (30) calendar days of receipt of the grievance, the grievance committee shall determine if a valid grievance exists. If, in the opinion of the grievance committee, no grievance exists or the Association denies the grievance, the grievance committee shall notify the employee. If the Association accepts the grievance, the Association shall, within seven (7) calendar days of accepting the grievance, present written notice of the grievance to the Chief of Police for adjustment.

(b) It is the intent of the parties to attempt to resolve disputes and grievances over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Association from meeting and conferring with the City Manager, Chief of Police, or their designees in an attempt to resolve the alleged grievance before the time limits expire and may do so through a mutually acceptable mediator. The Association grievance committee may invite the City Manager, Chief of Police, or their designees to submit for the grievance committee's consideration any evidence that the grievance has been addressed or resolved in a previous grievance or an arbitrator's award.

(c) The Chief shall render a written decision to the Association President or his designee within seven (7) calendar days of the date the Association filed said grievance with the Chief.

(d) If the grievance remains unresolved, the Association may submit said grievance to the City Manager. Said grievance, if submitted, must be filed within seven (7) calendar days of the date the Chief rendered or should have rendered a written decision.

(e) The City Manager shall render a written decision within seven (7) calendar days of the date the Association filed said grievance with the City Manager.

(f) If the grievance remains unresolved, the Association may request that the grievance be submitted to arbitration. If the Association notifies the City that the grievance will be submitted to arbitration, said request must be submitted in writing to the City Manager within seven (7) calendar days from the date the City Manager rendered or should have rendered a written decision.

(g) A grievance and/or a written request for arbitration not filed within the time limitations specified herein shall not be considered timely and shall be void. If any response is not rendered at any step of the grievance procedure, the grievance shall automatically move forward to the next step.

(h) The time limitations described herein may be waived by mutual agreement in writing by the Association and the appropriate management official.

SECTION II

ARBITRATION:

(a) Either party may request the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) to provide a list of arbitrators in accordance with its selection rules. Either party shall have the right to reject the list submitted by FMCS or AAA once only or by mutual agreement of the parties. In that event, the FMCS or AAA will be requested to submit another list. The parties shall select an arbitrator from the list. The parties, by mutual agreement, may select to use AAA expedited rules.

(b) The powers of the arbitrator shall be limited as follows:

1. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

2. The arbitrator shall deal only with contractual grievances or grievances that occasioned the arbitrator's appointment.

(c) The decision of the arbitrator, if within the scope of the arbitrator's authority, shall be final and binding upon the parties.

(d) The Association and the Employer shall equally share the costs and expenses for the arbitrator's services. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

(e) The powers and duties of the designated arbitrator or hearing examiner in such proceedings are as prescribed by the Texas Local Government Code, Section 174.157, which shall include, but are not limited to, the right to subpoena witnesses.

(g) The Association agrees that, on behalf of its members individually and collectively, with the adoption of this grievance procedure herein, the employee hereby relinquishes the right to appeal the designated arbitrator's final decision to the District Court.

(h) The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this Agreement and shall interpret and determine the applicability of all provisions under this agreement to include any question of arbitrability.

ARTICLE XIX
SAVINGS CLAUSE

SECTION I

Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The provisions of this Agreement shall supersede other laws to the extent provided in the Texas Local Government Code, Section 174.005.

ARTICLE XX
COMPLETE AGREEMENT CLAUSE

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities.

The Employer and the Association, for the term of this Agreement, specifically waive 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.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

Neither party shall make or permit any agreement, understanding, nor contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

This Agreement has been executed this ____day of _____, 2009, in duplicate counterparts.

APPROVED

Floresville City Manager or Mayor

Floresville Association President

Attachment "A"

FLORESVILLE POLICE OFFICER STARTING PAY SCALE

<u>NAME</u>	<u>CURRENT RATE</u>	<u>CURRENT YEARLY SALARY</u>	<u>SERVICE START DATE</u>	<u>PAY GROUP</u>	<u>STEP</u>	<u>SCALE AS OF 10-1-09 Hourly Rate</u>	<u>SCALE AS OF 10-1-09 Yearly Salary</u>
<u>Detectives</u>							
Clark, Chad	\$ 21.53	\$ 44,792.80	7/9/1992	Detective III	2	\$ 21.68	\$ 45,108.80
Ortiz, George	\$ 15.58	\$ 32,406.40	12/3/2001	Detective I	4	\$ 16.36	\$ 34,043.20
Evin, Jesse	\$17.83	\$37,086.40	*12/22/2008	Detective II	2	\$ 17.96	\$ 37,371.20
<u>Sergeants</u>							
Herrera, Lorenzo	\$ 21.14	\$ 43,971.20	1/22/1994	Sergeant III	1	\$ 21.26	\$ 44,228.80
Fowler, Daria	\$ 14.49	\$ 30,139.20	3/2/2007	Sergeant I	2	\$ 15.48	\$ 32,206.40
<u>Officers</u>							
Martinez, Robert	\$ 18.62	\$ 38,729.60	4/18/1993	Police Officer II	4	\$ 19.16	\$ 39,852.80
San Miguel, Ruben	\$ 15.64	\$ 32,531.20	8/2/1998	Police Officer II	1	\$ 16.57	\$ 34,465.60
Keen, Devin	\$ 14.44	\$ 30,035.20	10/18/2002	Police Officer I	4	\$ 15.79	\$ 32,843.20
Leal, Ruben Jr.	\$ 14.71	\$ 30,596.80	7/25/2003	Police Officer I	4	\$ 15.79	\$ 32,843.20
Marker, Sheryl	\$ 14.06	\$ 29,244.80	1/29/2004	Police Officer I	2	\$ 14.33	\$ 29,806.40
Small, Daniel Jr.	\$ 13.24	\$ 27,539.20	1/6/2006	Police Officer I	1	\$ 13.65	\$ 28,392.00
Hutchinson, Eric	\$ 12.86	\$ 26,748.80	11/5/2007	Police Officer I	1	\$ 13.00	\$ 27,040.00
Cantu, Miguel	\$ 12.00	\$ 24,960.00		Prob. Officer	1	\$ 13.00	\$ 27,040.00

Attachment "B"

FLORESVILLE POLICE DEPARTMENT MERIT PAY STEPS

PAY GROUP	PAY BASIS	STEP 1	STEP 2	STEP 3	STEP 4
Probationary Officer	Hourly	\$13.00			
	Annual	1 Year \$27040.00			
Police Officer I	Hourly	\$13.65	\$14.33	\$15.04	\$15.79
	Annual	\$28392.00	\$29806.40	\$31283.20	\$32843.20
Police Officer II	Hourly	\$16.57	\$17.39	\$18.25	\$19.16
	Annual	\$34465.60	\$36171.20	\$37960.00	\$39852.80
Police Officer III	Hourly	\$20.11	\$21.11	\$22.16	\$23.25
	Annual	\$41828.80	\$43908.80	\$46092.80	\$48380.80
Senior Police Officer	Hourly	\$24.42	\$25.64	\$26.92	\$28.27
	Annual	\$50793.60	\$53331.20	\$55993.60	\$58801.60
Detective I	Hourly		\$14.90	\$15.61	\$16.36
	Annual		\$31006.40	\$32483.20	\$34043.20
Detective II	Hourly	\$17.14	\$17.96	\$18.82	\$19.73
	Annual	\$35665.60	\$37371.20	\$39160.00	\$41052.80
Detective III	Hourly	\$20.68	\$21.68	\$22.73	\$23.83
	Annual	\$43028.80	\$45108.80	\$47292.80	\$49580.80
Senior Detective	Hourly	\$25.02	\$26.27	\$27.58	\$28.96
	Annual	\$52041.60	\$54641.60	\$57366.40	\$60236.80
Sergeant I	Hourly		\$15.48	\$16.19	\$16.94
	Annual		\$32206.40	\$33683.20	\$35243.20
Sergeant II	Hourly	\$17.72	\$18.54	\$19.40	\$20.31
	Annual	\$36865.60	\$38571.20	\$40360.00	\$42252.80
Sergeant III	Hourly	\$21.26	\$22.26	\$23.31	\$24.41
	Annual	\$44228.80	\$46308.80	\$48492.80	\$50780.80
Senior Sergeant	Hourly	\$25.63	\$26.91	\$28.26	\$29.67
	Annual	\$53310.40	\$55972.80	\$58780.80	\$61713.60