

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GALVESTON, TEXAS

AND

GALVESTON MUNICIPAL POLICE ASSOCIATION

EFFECTIVE OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

Executed _____ Ratified: GMPA _____ City _____

TABLE OF CONTENTS

Article	Title	Page
ARTICLE 1	Preamble	
ARTICLE 2	Definitions	
ARTICLE 3	Association Rights	
ARTICLE 4	Management Rights	
ARTICLE 5	Dues Deduction	
ARTICLE 6	No Strike	
ARTICLE 7	Grievance and Arbitration	
ARTICLE 8	Wages	
ARTICLE 9	Overtime	
ARTICLE 10	Training Provisions and Education Pay	
ARTICLE 11	Insurance	
ARTICLE 12	Uniform Reimbursement and Assignment Pay	
ARTICLE 13	Court and Call Back Pay	
ARTICLE 14	Employee Substitutions	
ARTICLE 15	Legal Defense Service	
ARTICLE 16	Sick Leave	
ARTICLE 17	Leaves of Absence	
ARTICLE 18	Vacations	
ARTICLE 19	Holidays	
ARTICLE 20	Pension	
ARTICLE 21	Residence Requirement	

ARTICLE 22	Entry Level Hiring
ARTICLE 23	Job Classifications, Reassignments and Transfers
ARTICLE 24	Promotions
ARTICLE 25	Off-Duty Employment
ARTICLE 26	Seniority (Vacation, Days Off and Promotional Points)
ARTICLE 27	Rules and Regulations
ARTICLE 28	Discipline
ARTICLE 29	Political Activities
ARTICLE 30	Non-Discrimination
ARTICLE 31	Management/Labor Committee
ARTICLE 32	Texas State Civil Service Statute Override
ARTICLE 33	Police Officer Bill of Rights
ARTICLE 34	Maintenance of Certain Standards
ARTICLE 35	Police Reserve Force
ARTICLE 36	Drug Policy
ARTICLE 37	Impasse Procedures
ARTICLE 38	Closing Statements
ARTICLE 39	Duration

ARTICLE 1
Preamble

The following agreement by and between the City of Galveston, Texas, (City), and the Galveston Municipal Police Association, (Association), is recorded in accordance with the Fire and Police Employee Relations Act of The State of Texas. 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 compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the objective of serving the above purposes. Therefore, this Agreement is intended to be in all respects in the public interest.

ARTICLE 2
Definitions

- A. **"Association"** means the Galveston Municipal Police Association.
- B. **"Chief"** means the Chief of Police of the City of Galveston, Texas.
- C. **"City"** means the City of Galveston.
- D. **"City Manager"** means the City Manager of the City of Galveston, Texas.
- E. **"Commission"** means the Fire and Police Civil Service Commission of the City of Galveston, Texas.
- F. **"Department"** means the Police Department of the City of Galveston, Texas.
- G. **"Employee"** or **"Officer"** or other term means any sworn Police Officer of the City with the exception of the Chief of Police and others excluded from the bargaining unit.
- H. **"GMPA"** means the Galveston Municipal Police Association.
- I. **"Grievance"** shall be defined pursuant to the Grievance Procedure in Article 7.
- J. **"Strike"** shall be defined pursuant to Article 6.

ARTICLE 3
Association Rights

A. **Association Recognition and Scope of Unit**

Pursuant to requirements of applicable statute, the City of Galveston hereby recognizes the Galveston Municipal Police Association (GMPA) as the sole and exclusive bargaining representative for employees required by Chapter 174, Local Government Code, to be included in the appropriate bargaining unit. No portion of this Agreement

shall be applicable to, and the Galveston Municipal Police Association will not seek to represent, any employees outside the bargaining unit required by Chapter 174, Local Government Code. The Galveston Municipal Police Association recognizes the City Manager or designated representative as the sole representative of the City of Galveston for the purposes of collective bargaining.

B. Bulletin Boards

The City shall permit under written policy the use of bulletin boards, pagers, and departmental e-mail by the Association. Prior approval, if required under the policy, shall not be arbitrarily withheld by the Police Chief.

C. Time Off for Association Business

1. When necessary, employees who serve as President or members of the Board of Directors of the Galveston Municipal Police Association may visit the Police Department premises to administer this Agreement. Such visits shall only occur after prior notice to, and approval from, the Police Chief or designee, and shall not result in any interference with City functions. Such visits shall be subject to denial by the Police Chief or designee; however, such denial will not be made in an arbitrary and capricious manner.
2. The Police Chief may allow up to five (5) members of the Galveston Municipal Police Association negotiating team to attend bargaining sessions without loss of regular pay or benefits. The Police Chief reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such sessions. The Police Chief shall not arbitrarily and capriciously deny such time off for the negotiating team.
3. The Police Chief may allow up to nine (9) members of the Board of Directors of the Galveston Municipal Police Association to attend regularly scheduled GMPA monthly meetings without loss of regular pay or benefits. The Police Chief reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such meetings. The Police Chief shall not arbitrarily or capriciously deny such time off to a member of the Board of Directors.

D. Unfair Labor Practices.

1. The City shall not engage in the following practices: Unlawfully interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement, but this section shall not impair the assertion or communication of the City's position or interpretation of its rights hereunder in an appropriate manner.
2. Unlawfully discharge or unlawfully discriminate against any employee because the employee has filed any affidavit, petition, grievance, or complaint; or given

any information or testimony alleging violations of the law or this Agreement; or because the employee has formed, joined, or chosen to be represented by the exclusively recognized employee organization or its designated representative.

3. Discriminate against any employee protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE 4 Management Rights

The parties understand that the management and direction of the working force is vested exclusively in the City as the employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; 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 as employer. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

The City's right of management shall not be amended or limited by any claim the City has condoned or tolerated by any practice or any acts of any employees; nor by any arbitration decision. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

ARTICLE 5 Dues Deduction

The City agrees to deduct, on a regular basis, dues from the pay of GMPA members who voluntarily authorize such deductions in writing. GMPA members may revoke the authorization for deduction of dues at any time by filling out a form to be provided by the City.

The GMPA shall notify the City as to the amount of dues to be deducted. Changes in dues will be certified to the City at least one month in advance of the effective date of the change.

The GMPA shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from, any conduct taken by the City for the purpose of complying with this Article.

The City further agrees that it will not authorize payroll deduction of dues for any organization that claims to represent one or more members of the bargaining unit in employment matters unless given written approval by GMPA.

ARTICLE 6

No Strike

The Association may not participate in a strike during the term of this contract. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part by any group of employees from the full and faithful performance of the duties of employment with the public employer for the purpose of inducing, influencing, condoning or coercing a change in terms and conditions of employment or the rights, privileges or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement, the concerted participation in a sympathy strike and picketing in furtherance of the work stoppage. This Article shall not prohibit lawful informational picketing.

In the event of a strike, the President of the Association shall, within twenty-four (24) hours, publicly disavow such strike or work stoppage and request the employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the Chief of Police. The Association shall notify the Chief of Police within twenty-four (24) hours after commencement of such interruption as to the measures taken to comply with the provisions of this Article.

It is understood by the parties that activities enumerated above are contrary to the ideals of professionalism and to the police department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction. For the purpose of this Article, it is agreed that the employee organization shall be responsible and liable for damages, costs, attorney fees and all expenses related to breach of and enforcement of this Article due to any sanctioned act or omission committed by its officers, agents, and members which constitute a violation of the provisions herein. In addition to all other rights and remedies available to the City in the event of a breach of the provisions, the City shall have the right to unilaterally, and without further notice, terminate this collective bargaining agreement; however, such revocation shall be subject to appeal by the Association in accordance with the arbitration procedure set forth in Article 7.

Any employee who participates in or promotes a strike, as defined in this Article, may be discharged or otherwise disciplined by the City or the department. The only question that may be raised in any proceeding, whether such proceeding is by grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, as defined in this Article, was violated by the employee to be discharged or otherwise disciplined. The burden of proof is on the employer.

ARTICLE 7 Grievance and Arbitration

- A. A "grievance" is defined as a claim that an express provision of this Agreement has been violated, excluding disciplinary matters and matters subject to Civil Service jurisdiction that are not based upon a specific provision of this agreement. Only grievances involving the interpretation, application or alleged violation of a specific clause of this Agreement may be submitted to the grievance procedure.
- B. Any employee or group of employees in the bargaining unit are encouraged to discuss any alleged grievance with their supervisor up to and including the Chief of Police without invoking the formal grievance procedure called for in this Article. It is, however, the employee's responsibility to file the formal grievance within 10 business days of the employee's knowledge of the facts that give rise to the grievance.
- C. Grievance Steps

Step 1: A formal grievance must be initiated by an aggrieved member of the bargaining unit. The aggrieved member must provide in writing the entire grievance and all reasons for the grievance. The aggrieved member must sign and date the written grievance and enclose the applicable provisions of this Agreement that the member believes the City has violated. The aggrieved member shall present all materials to the person designated by the Association within ten (10) business days after the day the member knew or should have known the facts that gave rise to the grievance. Failure to present the grievance in the manner and within the time set forth herein shall result in the City not considering the grievance. In such case, the parties shall consider the grievance settled by the Employer's last position.

The Association shall accept or reject the grievance within twenty (20) business days of receiving said grievance from the grievant. It shall be presumed that if the Association accepts and files the grievance to Step 2 within thirty (30) business days of the date the member knew or should have known the facts that gave rise to the grievance that the time limitation for filing the grievance at the first two steps have been met. If the Association rejects the grievance, said grievance shall be considered to be resolved and no further action taken.

Step 2: If the grievance is accepted by the Association in Step 1, the Association shall submit the grievance to the Police Chief, who shall attempt to resolve the grievance to the

satisfaction of all parties concerned. The Police Chief shall answer, in writing, no later than ten (10) business days of receipt of the written grievance.

Step 3: If the Association is not satisfied with the answer obtained in Step 2, the Association shall give written notice to the City Manager of intent to mediate the grievance. The Association shall provide such written notice to the City Manager no later than ten (10) business days after receiving the Police Chief's response. Within twenty (20) business days after filing the notice to mediate with the City Manager, the City Manager may settle the dispute in a manner acceptable to the Association or the parties may agree upon a mediator. If the grievance is not settled or the parties fail to select a mediator during the twenty (20) business days after notice to the City Manager, either party may request the mediator to be selected through the Federal Mediation and Conciliation Service in accordance with the procedures of said agency. Any costs of said proceeding shall be borne equally by the City and the Association.

Step 4: If the grievance remains unresolved after Step 3, the Association shall decide whether to pursue the case to binding arbitration and notify the City Manager thereof, in writing, no later than fifteen (15) days after conclusion of Step 3. If the parties cannot mutually agree to an arbitrator, the Association shall request a list of seven (7) names of National Academy of Arbitrators members from the American Arbitration Association.

- D. Failure of the aggrieved member or the Association to comply with the time limits set forth above shall serve to declare the grievance as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the time limits shall constitute a denial of the grievance.
- E. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the grievance procedure of this Agreement:
 - 1. Any grievance that is not filed in accordance with the provisions set forth above or that does not meet the definition of a grievance as set forth in Section A of this Article; or
 - 2. Any matter that would require a change from the wages, rates of pay, hours of work, grievance procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement; or
 - 3. Any matter that is not covered by this Agreement, any management rights, unless such rights are limited by a specific provision of this agreement; or
 - 4. Any matter specifically covered by the City Charter of Galveston, City Ordinances of Galveston, and the statutes and constitutional provisions of the State of Texas.
- F. It is understood and agreed by all parties that "business days" does not include Saturdays, Sundays or holidays recognized by the City.
- G. If arbitration is chosen under Step 4 of Section C of this Article, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with

respect to the specific issues submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance involving back pay shall be retroactive more than ten (10) days beyond the date on which the aggrieved member first presented the grievance in writing. The parties shall equally share the arbitrator's fees and expenses.

ARTICLE 8
Wages

- A. Monthly salaries by classification. The City shall pay the following salaries effective October 1, 2010

Pay Grade	Classification	2010
6017	Police Cadet	2,500
6018	Police Officer I Sworn until 1 year	3,594
6019	Police Officer II (1 to 3 years)	4,040
6020	Police Officer III (3 to 5 years)	4,244
6021	Police Officer IV (5 - 7 years)	4,407
6022	Police Officer V 7 - 10 years)	4,580
6023	Senior Police Officer (10 years plus)	4,907
6030	Sergeant I (0-3 years)	5,305

6031	Sergeant II (Over 3 years)	5,517
6041	Lieutenant (less than 3 years)	6,189

B. Definitions and Functions of Classifications

1. **Police Officers:** The classification of Police Officer shall contain the pay grades: Police cadet (date of hire until sworn in as a Certified Peace officer for the City of Galveston); Police Officer I (from the date so sworn for one year); Police Officer II (from 1 to 3 years); Police Officer III (over 3 years); Police Officer IV (over 5 years); Police Officer V (over 7 years); and Senior Police Officer (over 10 years).

Any rehired employee who successfully completes probation shall receive credit for prior service with the Galveston Police Department for advancement into the pay grades in the classification of Police Officer. Grades in the classification of Police Officer shall not be supervisory in nature.

2. **Sergeant:** The classification of Police Sergeant shall contain the pay grades: Police Sergeant (0-3 years in grade) and Police Sergeant II (three years or over in grade).

Officers with broken service that were previously eligible to participate in the promotional process shall be eligible to promote after three (3) years of service upon their return.

Promotions to the classification of Police Sergeant shall be pursuant to the State civil service law, except any employee in the classification of Police Officer who meets both of the following conditions shall be eligible to compete in any examination for Police Sergeant:

- a. The Police Officer has been a member of the bargaining unit for five (5) continuous years immediately preceding the examination; and
- b. The Police Officer has obtained an intermediate certification from TCLEOSE.

3. **Lieutenants:** The classification of Police Lieutenant shall contain one pay grade and step.

Promotional examinations for the classification of Police Lieutenant shall be pursuant to the State civil service law.

4. **Captains:** The following amendments shall be made in the classification of Captain:
- a. The City shall exclusively determine wages, hours and all conditions of employment. However, this provision does not prevent the employee the City is appointing to the classification of Captain from negotiating an individual contract of employment with the City by mutual agreement.
 - b. Employees appointed to the classification of Captain shall not be covered by the terms of this Agreement. This does not include the employee's participation in the pension fund that is governed by appropriate City Charter provisions.
 - c. Any employee appointed pursuant to this Agreement to the classification of Captain shall have all rights as they pertain to disciplinary actions as set forth in Chapter 143, Local Government Code. However, Chapter 143, Local Government Code, shall not apply to demotions to the classification held when appointed to Captain, unless subsequent promotion to a higher permanent classification has been accomplished by the employee pursuant to this article and the promotions article. Such demotions are may not be appealed to any forum whatsoever, nor can any forum order reinstatement to any classification higher than that held at the time of appointment to Captain.
 - d. The City shall have the authority to establish the criteria for determining the promotional or appointment procedure for employees to the classification of Captain. Such Captain positions shall not exceed five (5).
 - e. Any member of the Galveston Police Department appointed to the classification of Captain shall have a minimum of five (5) years service with the department immediately preceding the appointment.
 - f. The City may authorize the Chief of Police to appoint no more than one (1) person to the classification of Captain who is not an employee of the Galveston Police Department; however, that person shall meet the following standards:
 - (1) a minimum of five (5) years of prior service in a law enforcement agency;
 - (2) eligibility for an Intermediate Certificate from the Texas Commission on Law Enforcement Officer Standards and Education; and

- (3) better qualified than any other bargaining unit employee competing for the position of Captain at that time.
 - g. The City shall not reduce the authorized strength of the police department to create any additional positions in the classification of Captain (i.e., for each Captain position created, the City shall add at least one officer to the authorized strength of the police department). The appointment of any Sergeant or Lieutenant to the classification of Captain shall not be the sole determining criterion for reducing the designated number of positions in those classifications.
 - h. Members of the bargaining unit appointed to the classification of Captain shall continue to accrue seniority in the last classified position they held immediately prior to their appointment. Nothing herein shall prohibit an appointed employee from competing and being promoted to a higher classified position pursuant to Chapter 143, Local Government Code, and this Agreement.
 - i. The City shall indemnify, defend and save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of agreeing to the following provisions regarding the rank of Captain.
- D. Retroactive wages shall include all earned overtime at the next rate of pay.
- E. Longevity payments shall be \$4.50 per month.
- F. Canine Animal Handler Pay. Any Officer who is charged with the responsibility for and is assigned duties for the care of a dog by the Galveston Police Department, to be used in law enforcement functions, shall be compensated at the rate of \$400 per month, which includes all care time, and includes vacation time, sick leave, compensatory time and personal leave. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. The status of canine handler is a duty assignment, and remains within the control of the Chief. If a police dog is retired (taken out of service by the city) the Chief of Police shall award the police dog to the officer if the officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.
- G. The terms of this Article shall supersede any inconsistent or conflicting provisions of the Chapter 143, Local Government Code.

ARTICLE 9

Overtime

- A. The City shall pay all hours actually worked in excess of forty (40) in a seven day work cycle at the rate of time and one-half the employee's regular straight-time hourly rate of pay. For purposes of calculation of overtime, hours when an employee is on Administrative Leave for "Line of Duty Critical Incident" shall be considered as time worked.
- B. Actual hours of work includes compensatory time in the calculation of overtime worked. It is mutually understood that officers may be allowed to work while on compensatory time leave and that any hours actually worked will be calculated as overtime if the officer meets all of the other requirements for overtime as stated in the Collective Bargaining Agreement.
- C. Overtime shall be payable in cash or compensatory time off if mutually agreeable to the employee and the Police Chief or the Police Chief's designee. The City may, in its discretion, compensate officers for accrued, compensatory time with agreement from affected officers. It is also agreed that in the event of an emergency due to the approach of a hurricane, tropical depression, or other severe weather event, the Chief may require officers to remain on the island for periods of time outside their normal work schedule. When the Chief enacts such a requirement, all officers who are so ordered shall receive eight (8) hours of compensatory time for each 24 period, or shall be credited on a pro-rata basis for periods of time less than 24 hours during which the officer is not required to actually perform work. The City shall provide on-Island housing accommodations for any officer who lives off-Island and is required to remain on the Island for more than 16 hours. The City and/or the Union reserve the right to reopen negotiations on this particular item only.
- D. All hours after assigned shifts can be converted into compensatory time with an accumulative cap of 160 hours. Hours will be earned at straight time or time and one-half depending upon whether the employee has fulfilled all the necessary hours required in the work cycle pursuant to this Agreement.
- E. When officers are scheduled to work special events, outside of their normally, regularly scheduled hours/shift, each officer who reports to a special event shift shall be paid a minimum of four hours. Officer's may be cancelled and not receive compensation if the officer is contacted prior to the beginning of the special event shift.
- F. The City may make changes in policies or practices which are necessary to comply with Federal or State overtime law and regulations pertaining to coordinating, scheduling, approving or administering off-duty employment by officers in order to maintain and preserve separate employer status under 29 C.F.R. 553.227, unless such changes are in conflict with any specific provision of this agreement. Actions taken under this subsection are subject to the grievance procedure in this agreement.

ARTICLE 10

Training Provisions and Education Pay

A. Training

The City will make a reasonable effort to provide, and may require, training programs for employees either during or outside duty time. Training includes firearm qualification that shall be conducted at least twice each fiscal year, and shall include qualification for hours of limited visibility and daytime hours. It is understood that financial and other considerations may preclude the police department from conducting training it would otherwise prefer to conduct.

B. Education Pay

1. Employees holding an Intermediate certificate from TCLEOSE shall receive \$50 per month additional salary; beginning October 1, 2008 the monthly pay shall be \$75; beginning October 1, 2009 the monthly pay shall be \$100; or
2. Employees holding an Advanced certificate from TCLEOSE shall receive \$75 per month additional salary, beginning October 1, 2008 the monthly pay shall be \$121, and beginning October 1, 2009 the monthly pay shall be \$167; or
3. Employees holding a Masters certificate from TCLEOSE beginning October 1, 2008 shall receive \$142 monthly, and beginning October 1, 2009 the monthly pay shall be \$208; and
4. Employees holding a Bachelor of Arts or Science degree from a nationally accredited college or university shall receive \$100 per month additional salary; beginning October 1, 2008 the monthly pay shall be \$150, and beginning October 1, 2009 the monthly pay shall be \$200; or
5. Employees holding an advanced degree (Master's and/or Doctorate) from a nationally accredited college or university beginning October 1, 2008 shall receive \$200 monthly, and beginning October 1, 2009 the monthly pay shall be \$250.

ARTICLE 11 Insurance

A. Health Insurance

1. The group medical insurance plan now in effect in the Galveston Police Department or a plan providing the same benefits provided to all city employees shall remain in effect during the term of this agreement.
2. The GMPA shall appoint two of the seven members of the representation to the City's Health and Benefits Insurance Committee. Any request for proposals (RFP) to

consider a change of plan or switch to a private carrier shall be reviewed and approved by such committee.

3. The City agrees to pay all of the cost of said health insurance or benefits of the employee.
4. It is agreed that the dependent care premium shall be no more than the average premium required by all city employees for dependent health insurance or benefits.

B. Police Officer Benefit Plan and Trust

The City shall contribute \$24 per month to a benefit plan and trust established by the Association.

C. Retiree Health Insurance

The parties agree that this section is no longer operable except for the following retired officers who are grandfathered under this clause and remain in the reserve health benefit program as long as they remain eligible: Dallas Adams, John Wayne Jennings, Howard Picard, and Boyd Swindale.

**ARTICLE 12
Uniform Reimbursement and Assignment Pay**

A. Uniforms and Equipment

The City shall pay as an allowance for maintenance and purchase of clothing and equipment in the annual amount of \$725. Payment shall be made quarterly on the first pay period of each quarter. Beginning October 1, 2008, the clothing and equipment allowance shall increase to \$900 annually and beginning October 1, 2009, the allowance shall increase to \$1,000 annually

B. Motorcycles

Employees required by the City to purchase and maintain a motorcycle shall receive a monthly allowance of \$400. Beginning October 1, 2008, the motorcycle allowance shall increase to \$500 monthly, and October 1, 2009 the motorcycle allowance shall increase to \$600.

C. Shift Differential

Evening Watch. Employees in the Patrol Division assigned to Evening Watch. Shall receive \$40 per month of such assignment, beginning October 1, 2008, shift differential shall increase to \$62 monthly,, and beginning October 1, 2009, shift differential shall increase to \$83 monthly, or

Night Watch. Employees in the Patrol Division assigned to Night Watch. shall receive \$50 per month of such assignment beginning October 1, 2008, shift differential shall

increase to \$100 monthly,, and beginning October 1, 2009, shift differential shall increase to \$167 monthly.

D. Field Training Officers

Employees assigned as Field Training Officers shall receive \$10 per day during such assignment. All Field Training Officers shall have completed the necessary FTO courses as outlined by the Texas Commission on Law Enforcement Officer Standards and Education before being assigned as **FTO's**.

E. SWAT Team

Employees assigned to the SWAT Team shall receive \$25 per month during such assignment for each full calendar month worked. Beginning October 1, 2008, payment shall be \$50 monthly, and beginning October 1, 2009 payment shall be be \$75 monthly.

F. Dive Team

Employees assigned to the Dive Team shall receive \$25 per month during such assignment for each full calendar month worked. . Beginning October 1, 2008, payment shall be \$50 monthly, and beginning October 1, 2009 payment shall be \$75 monthly.

G. Crisis Negotiation Team

Employees assigned to be Crisis Negotiators shall receive \$25 per month for each full calendar month worked beginning October 1, 2008 and beginning October 1, 2009 payment shall be \$50 monthly.

H Bilingual Pay

Effective October 1, 2005, all officers who qualify pursuant to City policy for bi-lingual pay shall receive \$75 per month.

ARTICLE 13

Court, On-Call and Call Back Pay

A. **COURT.** Any officer appearing in court while off duty shall be paid a two (2) hour minimum. It is mutually understood that court time shall be paid at overtime if all other criteria is met for overtime as stated in this Collective Bargaining Agreement.

B. **CALL BACK.** Call back pay shall also be paid with a two (2) hour minimum under the same criteria as Section A. Call back pay is applicable when an off-duty employee is required to report for duty outside his normal shift. Such duty will be paid at a two (2) hour minimum if at least that amount of time begins prior to the individual's regular shift.

C. **STANDBY.** The City shall pay one hour per day for each day that an officer is on standby. The officer is required to provide written documentation to the shift supervisor. Commencing with the first and/or subsequent day court attendance will be paid pursuant to Section A.

- D. **CONTACT.** The City shall make a reasonable effort to avoid unnecessary contact of off-duty personnel. However, it is recognized that there are times when it may be necessary for the Department to contact an off-duty employee. Contact may be initiated by telephone, cellular phone, pager, e-mail, or other similar means. An employee who actually knows of a call or contact has a duty to respond.

When off-duty personnel are contacted, and are required to perform some action in their official capacity, that person shall be paid in accordance with Section B. The employee must be able to justify the action performed to his immediate commander (Lieutenant) and division commander (Captain). The final decision to pay or not to pay the employee in a disputed contact situation will be made at the discretion of the Chief of Police.

An employee merely being contacted by the department does not, in and of itself, constitute call back as described in Section B.

- E. **ON CALL PAY.** City policy allows employees to be given on-call pay as an incentive for being able to answer frequent emergency service requests. The City shall pay one hour per day for each day that an officer is on call. "On Call duty assignment specifically refers to those employees assigned to the Criminal Investigation and Crime Scene Divisions.

ARTICLE 14

Employee Substitutions

- A. Members of the bargaining unit who are injured or sick and deplete their sick leave, vacation leave, holiday leave, overtime and compensatory time may request that another member of the bargaining unit be allowed to substitute for the injured or sick member, without added compensation or cost to the City. When officers substitute for another officer under these circumstances, such officers shall not accrue overtime or additional compensation for the regular shift of the injured or sick officer. The injured or sick officer shall receive full salary and benefits during any such periods that other officers are substituting for the injured or sick officer. The Police Chief's prior approval for employee substitutions must be obtained before this Article is effective. The City shall not incur any additional costs whatsoever, as a result of allowing employee substitutions.
- B. The City shall permit "Swap Time." The Division Commander shall approve swap time. The officer scheduled to work will be marked present in the time book with a notation of the officer actually working. The line-up shall reflect the officer working that day with a notation of the officer who is scheduled to work. It will be the responsibility of the officers to have the day paid back. Refusal or termination of an employee will result in the officer losing the day owed.

ARTICLE 15
Legal Defense Service

The City agrees to comply with Chapter 180, Local Government Code.

ARTICLE 16
Sick Leave

- A. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee is incapacitated due to a bona fide illness, medical treatment, and for exposure to contagious disease when the employee's presence and duties may jeopardize the health of others.
- B. As a condition to receiving paid sick leave, the employee must notify the employee's Department Head, or other supervisor, at least one (1) hour prior to the beginning of the employee's shift of the employee's sickness, location and plans for medical attention.
- C. Employees may not use sick leave for any purpose other than that stated in Section A. For example, an employee may not use sick leave in conjunction with any other vacation or leave of absence or illness of a non-employee.
- D. Department Heads may require an employee to present an approved doctor's statement. The City reserves the right to require other verification to ascertain whether a bona fide illness exists if the employee is on sick leave more than three (3) consecutive days, or if the City reasonably suspects the employee of sick leave abuse. The Department may request employees to advise the Department of the employee's whereabouts during use of sick leave.
- E. Any unapproved use of sick leave may lead to disciplinary action up to and including discharge.
- F. The City may, in its discretion, compensate officers for accrued, paid sick leave with agreement from affected officers.

ARTICLE 17
Leaves of Absence

A. Funeral Leave

In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be granted up to three (3) calendar days special leave of absence with pay. The phrase "immediate family" shall include only: father, mother, sister, brother, spouse, child, grandparent and grandchild of either the employee or the employee's spouse. In the event the employee is on vacation or sick leave at the time of

death, no special leave with pay shall be granted. All leaves under this clause shall be approved by the Chief or the Chief's designated representative.

B. General Leave

The City will consider written requests for leave of absences including education leave, and maintain a fair policy in relation thereto. If granted, no benefits shall accrue or shall be payable during an unpaid leave of absence. The City has discretion to approve any and all requests for leave of absence.

C. Military Leave

1. Any member in the classified service shall be granted a military leave with pay, if the employee is a member of the National Guard, other official militia of Texas, or any reserve component of the Armed Forces of the United States of America, to meet required and authorized commitments.
2. A military leave of absence shall be granted to such member for a period not to exceed fifteen (15) working days in any one calendar year without loss of pay or related benefits.
3. Any unused military leave with pay shall not be accumulated.
4. A military leave day with pay shall be calculated on the basis of full pay for eight (8) hours including longevity pay.
5. Time allowed off for military leave with pay will not be considered as time worked in computing overtime pay.
6. In computing continuous service, time off as a result of military leave of absence shall be considered as periods of actual service, and shall not affect computation of related fringe benefits (e.g., vacation time or longevity pay).
7. To qualify for military leave of absence with pay, as set forth in this policy, the police officer must comply with the following procedures:

The employee must request military leave through the Division Commander to which the officer reports. This will be done through the chain of command;

The employee shall submit the request for military leave at least two (2) weeks prior to the effective date of such leave whenever possible;

The employee shall attach a copy of the member's order to duty, signed by the proper military authority;

The employee shall present such request in memorandum form and include the period of time requested, branch of service, location of military assignment date of return to duty by the police officer, in addition to name, badge numbers employee number and present job class, rank or position.

The Division Commander in charge of the Command to which the employee is assigned will review the request to determine whether or not the request is in the proper format.

8. A member in the classified service may be granted additional time for military leave, if required by military order signed by proper military authority. Any additional pay shall be allocated to the member's vacation or compensatory times. Any additional leave days, for which the employee has no vacation or overtime credit due, shall be without pay.

D. Emergency Leave

An employee may be granted emergency leave in the event of serious or contagious illness within the immediate family or household. Emergency leave shall be charged to accrued sick leave, annual leave, or absence without pay, as determined by the Police Chief after considering the employee's request.

Emergency leave shall not exceed a total of five (5) consecutive work days; however, in unusual cases, an extension of time may be granted by the City Manager upon request through the Personnel Director. The Chief of Police may require documentation in the form of a doctor's statement. In considering the request for emergency leave, the Chief of Police shall give careful consideration to whether or not the circumstances warrant emergency leave.

The City shall consider unauthorized emergency leave as absence without pay.

**ARTICLE 18
Vacations**

- A. Employees may take vacations all at one time or may split vacation time into no fewer than two parts at the option of the individual employee, consistent with the needs of the employee's unit of assignment. An individual employee may mutually agree with the representative of the Police Chief to take vacation in more than two parts. Commanders will make every reasonable effort to facilitate employee's taking split vacations.
- B. Employee may only schedule their allotted annual vacation entitlement and holidays during yearly scheduling in the employee's unit of assignment. Any other vacation time held by the employee may be scheduled, with the approval of the employee's unit commander, after all other employee's have scheduled their vacations, according to seniority.
- C. In instances when an officer transfers from one element of assignment to another, their scheduled vacation transfers with them. No officer, regardless of seniority, who is a part of the assignment of which the transferred officer arrives, shall lose their scheduled vacation as a result of the transferred officer's vacation begin scheduled on the same dates. However, the Chief reserves the right to cancel vacation of any officer when

necessary to unit's work load. Should any officer's vacation need to be cancelled, the transferred officer's vacation time will be cancelled first, and the remainder according to seniority, if necessary.

- D. Lieutenants' vacations will be determined by the Chief of Police, but when restricted to one at a time, consideration should be given to seniority preference.

- E. Sergeants and Police Officers - Seniority will govern in the taking of vacations down to the lowest element of assignment feasible, including but not limited to:
 - 1. Administrative Services Division
 - 2. Detective Division
 - 3. Juvenile Division
 - 4. Identification Division
 - 5. Vice and Narcotics
 - 6. Crime Prevention/Community Relations
 - 7. Day Watch
 - 8. Evening Watch
 - 9. Night Watch
 - 10. Traffic Section (Motors)

- F. Vacation entitlements shall be as follows:

0 through 4 years of service = 10 days vacation
5 through 14 years of service = 15 days vacation
More than 14 years of service = 20 days vacation

- G. The City shall compute vacation in the same manner that the City computes sick leave accrual at the time of the execution of this Agreement.

- H. The City may, in its discretion, compensate officers for accrued, paid vacation time with agreement from the affected officer.

- I. Vacation accrued prior to October 1, 1998

Vacation accrued prior to October 1, 1998, shall be frozen and no further accruals shall be allowed. Employees may use such frozen vacation in addition to current vacation. Upon termination of employment, the City shall pay employees the balance of the vacation accrued in this account.

- J. Vacation accrued on and after October 1, 1998

All employees in the bargaining unit shall be allowed to accrue a maximum of two (2) years of vacation leave days. Employees who were hired before October 1, 1998, may elect to have any vacation time that exceeds two (2) years to be added to the employee's sick leave account. The employees shall submit such instructions to the Chief of Police.

- I. Any employee who was hired after October 1, 1998, shall be allowed to accrue a maximum of two years of vacation.

ARTICLE 19
Holidays

- A. The City shall maintain the following designated holidays for all members of the bargaining unit.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday

- B. The City shall maintain its current policy of adding holiday compensation hours to the employees' vacation.
- C. Should the City provide an additional holiday to any group of employees, the bargaining unit employees shall receive such holiday.
- D. The City may, in its discretion, compensate officers for accrued, paid holiday leave with agreement from affected officers.

ARTICLE 20
Pension

The Galveston Police Pension Fund shall be separate from the City Employee Pension Fund. Police pension fund administrative costs will be borne exclusively by the fund proceeds. Effective October 1, 2007, the City shall Contribute an amount equal to 10% of each officer's salary to the Galveston Police Pension Fund. Effective October 1, 2008, the City shall Contribute an amount equal to 11% of each officer's salary to the Galveston Police Pension Fund. Effective October 1, 2009, the City shall Contribute an amount equal to 12% of each officer's salary to the Galveston Police Pension Fund.

ARTICLE 21
Residence Requirement

The City and the Association mutually agree that it would be in the best interest of the citizens of the City of Galveston to encourage officers to live within the City limits. During the term of this Collective Bargaining Agreement, the City and Association agree to discuss possible incentive programs that will encourage officers to reside within the City limits. The City and the Association also mutually agree that the City may reopen negotiations regarding residency

requirement. If the City requests the Association to reopen negotiations pursuant to this Article, the parties shall meet and negotiate in good faith.

The parties agree that any officer covered under this agreement must reside within an area which allows the officer to respond to the police department within two (2) hours under normal conditions. "Response time" shall be defined as beginning upon the officer's receipt of the notification and the time in which the officer arrives, prepared for duty. The parties agree that officers shall not be allowed to reside on the Bolivar Peninsula, nor any other location in which a ferry is the primary crossing for a body of water, which would allow the location of residency to be within the two hour requirement.

ARTICLE 22

Entry Level Hiring

The City shall hire and select new employees by using selection methods and criteria developed by the City Manager or designee. Such methods and criteria may include: written tests, psychological evaluations, attitude inventory, education, training, experiences, oral interview, physical performance, background, reputation, and equal employment action plans of the City. The City shall create a list of applicants and select new employees from anywhere on such list. It is further understood the City may hire experienced law enforcement personnel who have a basic certification from TCLEOSE at a pay rate no greater than Police Officer III. Officers with prior law enforcement experience of 1 –2 years may be hired in as a Police Officer II, and officers with more than 2 years experience may be hired in as a Police Officer III. Any officers so hired shall be frozen at the entry pay grade until their actual time in the current tenure with the City of Galveston equals the next pay grade. New employees shall serve a twelve month probationary period starting on the date they are sworn in as Galveston police officers.

These selection procedures constitute the sole source of limitation upon the City in hiring Police Cadets and supersedes, supplants and overrides any provisions of Chapter 143, Local Government Code, or any other law, rule or regulation.

ARTICLE 23

Job Classifications, Reassignments and Transfers

- A. The City has the right to determine whether a vacancy exists and whether the City will fill or eliminate the vacancy.
- B. The Police Chief shall make all duty assignments.
- C. The City reserves the exclusive right to determine procedures, timing and standards for all employee transfers and reassignments; provided, however, employees shall normally receive 15 calendar days advance notice of transfer or reassignment. The Police Chief will make an effort to avoid the involuntary transfer of an officer to another shift more than once every six months.

- D. The Chief of Police shall give consideration to seniority and qualifications while exercising the Chief's judgment in assigning employees to special details and job assignments.

ARTICLE 24

Promotions

Except for promotions to the rank of Captain, the City shall make promotions in accordance with applicable provisions of state statutes unless otherwise provided for in this Agreement; provided, however, the parties may mutually agree to deviate from such statutes as they deem appropriate. Physical exams shall not necessarily be required by the City as a condition for promotion.

Promotional Evaluation Process for Sergeants and Lieutenants

I. Purpose and preemption of civil service provisions

To establish a procedure for a departmental promotional evaluation process for the ranks of police sergeant and police lieutenant. The promotional process will objectively and subjectively evaluate the job related knowledge, skills and abilities of candidates for these ranks and establish a rank-ordered list of candidates for each position. This will be accomplished through a written examination, seniority in grade, and an assessment process.

These procedures preempt any conflicting provisions of Chapter 143, Local Government Code.

II. Method of scoring

- A. The City shall conduct written examinations in accordance with applicable provisions of this Collective Bargaining Agreement. Written examinations shall have a total maximum value of 100 points. Persons scoring less than 70 points on the written examination shall not be permitted to participate in the remainder of the promotional procedure.
- B. The City shall add seniority points to the written examination scores of those candidates who successfully complete the written examination. "Successfully completes" as referenced in this paragraph, shall be defined as a score of 70 points before any seniority points are added. Seniority points shall be for time in grade and shall not exceed 10 points.
- C. The City shall conduct Assessment Center testing, which shall be designed to assess job related skills and abilities necessary for the successful performance of each position as determined by a job analysis. Assessment center testing shall have a total maximum value of 50 points. The results of the Assessment Center testing and scores shall NOT be subject to the appeals process.

- D. The total maximum points for the written exam, seniority, and assessment center shall be 160.

III. Procedure

A. Assessors

1. **Nomination.** The Chief of Police and the President of the GMPA (or a GMPA representative who is not a candidate for promotion if the GMPA president is a candidate) shall each prepare a list of licensed departmental personnel to be considered as assessors. The lists shall not contain names of any officer who is a candidate for promotion to either sergeant or lieutenant.

The Chief of Police shall also appoint an assessment center administrator from the Police Department Training Division (who is not a candidate for promotion) to co-ordinate and preside over the assessment center.

2. **Selection.** The Chief of Police and the President of the GMPA shall compare lists and select assessors by utilizing any mutually agreeable process. In the event of impasse the Chief of Police's decision shall be final.
3. **Membership.** At a minimum, the assessors shall be comprised of the following positions, all of whom must have a minimum of four (4) years of service with the Galveston Police Department:
 - a. One Captain
 - b. One Lieutenant
 - c. Two Sergeants
 - d. Two Officers
 - e. Additional licensed members of any rank as required
4. In selecting assessors, the Chief of Police and the President of the GMPA shall give preference to officers who have demonstrated a sensible and reasonable decision making ability, logical thinking, and professional demeanor.
5. The Chief of Police and President of the GMPA shall select assessors who are representative of departmental personnel with respect to race, gender, and ethnic origin.
6. Selected assessors shall participate in a training seminar on the purpose, methods, and procedures of the assessment process.
7. The Civil Service Director shall appoint a monitor to oversee the assessment process to ensure impartiality.

B. Scheduling

1. The Civil Service Director shall schedule candidates taking the assessment center test to appear in a random manner within their respective groupings.
2. The time frame to appeal the written test shall be five (5) business days. This will commence at 8:00 AM the day after the written examination has been given, and expiring at 5:00 PM five (5) business days later. Appeals must be filed in writing in the Civil Service Director's office.
3. The Civil Service Director shall not schedule the assessment center until after the appellants, if any, have been heard by the Civil Service Commission and a decision rendered. The assessment center shall be scheduled on or within ten (10) business days after the Civil Service Commission ruling has been handed down.
4. The schedule shall include only those officers who have passed the written exam, along with those officers who the Civil Service Commission has ruled eligible.
5. Assessment center testing will extend over a time period compatible to the number of candidates to be assessed in each classification.
6. Assessment center candidates shall report to the designated testing site no later than the time specified for each candidate. In the event a candidate fails to appear at the testing site at the designated time, the candidate shall be removed from the list of candidates being considered for promotion. In the event an emergency arises in which the candidate cannot appear at the designated time, the candidate shall immediately notify the Chief of Police. In such event, the Chief of Police, at the Chief's discretion may reschedule the candidate if the Chief deems the candidate's absence to be bona fide emergency. Rescheduling will normally be within the designated scheduling period, as specified in Subsection B above.
7. At the conclusion of the evaluation of the candidate at each station, each candidate will be instructed where to proceed.
8. As each candidate completes the assessment process the candidate will be released to return to duty.

C. Evaluation procedure

1. The assessment process shall consist of a minimum of three separate exercises. Additional exercises may be utilized as the Chief of Police deems necessary to properly assess all skills and abilities defined by a job analysis. A minimum of two (2) assessors shall assess each exercise.

2. Assessors shall evaluate and score each candidate at each exercise station. Assessors shall designate a rating for each candidate based on the dimensions to be assessed at each station. Assessors shall make evaluation notes, for the record, supporting the assessor's rating of each candidate.
3. The Assessment Administrator shall grade the candidate's assessment at the end of each day.
4. Each dimension that shall pertain to job skill or ability will be assigned a numerical weight or percentage based upon the relative importance of the skill or ability as reflected by the job analysis.
5. A job analysis will be conducted for each classification. The job analysis shall be accomplished through a representative survey of incumbents in each classification to determine skills and abilities required for successful performance of those duties within each classification. Examples include, but are not limited to: decision making skills, leadership, management skills, interpersonal skills, speaking and listening skills, and reading and writing skills. The Assessment Administrator shall advise candidates of the skills and abilities being evaluated in each exercise prior to the beginning of each exercise. Examples of exercises include, but are not limited to: interview, role playing, group discussion, and in-basket.
6. Assessors shall rate each candidate's performance of a dimension by using a rating scale of one to five. The scale shall be as follows:

1	--	Poor
3	--	Adequate
5	--	Excellent
2 and 4 -- Fall between the extremes.		
7. Assessment Administrator shall determine the total points, which shall be a maximum possible total of 50 points, for each candidate as follows:
 - (1) Add the score of each assessor's grade;
 - (2) Divide Number 1 by the number of assessors assessing that particular skill;
 - (3) Multiply the result of Number 2 by the assigned weight value of each dimension.
 - (4) Total the result of all dimensions.

- (5) Divide the result of Number 4 by ten (10). This result shall be the candidate's final score for the assessment center testing.
8. A candidate may review the candidate's records pertaining to the assessment center testing if the candidate submits a written request to the Civil Service Director no later than the fifth business day after completion of the assessment process for all candidates.
9. The assessment process is considered complete on the date the Civil Service Director posts candidates' final standing. Said list shall be posted no later than close of business on the next business day after the last candidate has appeared before the assessment portion of this process.

ARTICLE 25 Off-Duty Employment

The parties recognize the City reserves the right to approve, disapprove, or restrict off-duty employment of the employees in the bargaining unit.

Employees shall submit a written request through the chain of command for permission to engage in off-duty employment, and shall receive prior approval from the Police Chief, unless impossible due to time constraints. The Police Chief may establish rules and restrictions regulating off-duty employment as a condition for approval thereof, or for continuation of off-duty employment.

The employee shall report any information in connection with off-duty employment that the Police Chief may require.

The City will not administer the off-duty employment policy in an arbitrary or capricious manner.

ARTICLE 26 Seniority (Vacation, Days Off and Promotional Points)

- A. The seniority of employees in the classification of Police Officer shall date from the time of the employee's original appointment as sworn Police Officer, with the Galveston Police Department unless that date is adjusted in accordance with guidelines as defined in Section D below. Employees so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service list for entry appointment. If still the same, their relative seniority will be decided by a toss of the coin.
- B. The seniority of Sergeants and Lieutenants shall date from the time of their most recent certification and promotion to such rank in the classified Civil Service position; however, if an employee is demoted due to reduction in force or a "bump," and promoted within

one year from that date, seniority in grade shall be continuous, as though no demotion occurred. Those employees of the same rank so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service eligibility list in their respective examination. If the position of two or more employees is the same, the score on the written portion of the examination shall govern. If the position of two or more employees is still the same, the date of seniority in their previous classification shall govern.

- C. This Article shall supersede any Texas Civil Service Statutes to the contrary. Seniority Points for promotional examinations shall be in-grade as opposed to seniority with the Department. Each employee competing on a competitive Civil Service promotional examination shall receive one (1) point for each full year of seniority within his classification, but never to exceed ten (10) points.
- D. An employee's seniority shall begin anew when the employee resigns or retires and is subsequently rehired.
- E. In the event an employee is reduced to a lower classification, the seniority of said employee shall be that date originally certified in the lower classification, as adjusted pursuant to Section D.
- F. Seniority of employees within classifications and unit assignment shall determine rights and priorities in selecting regular days off.
- G. The City shall use hire date to compute an individual's vacation time. Longevity date is determined by rounding to the nearest first of the month, one year after the hire date.

ARTICLE 27
Rules and Regulations

- A. The Association and its members recognize the City has the right to manage and direct the police department. Accordingly, the City specifically reserves the right to formulate departmental policy, rules and regulations, general orders and special orders (hereinafter, "directives").
- B. The Police Chief shall open directives of the police department at least once a year for review by Association representatives. The Association shall be allowed to submit written and verbal comments concerning such directives and the Police Chief shall meet with Association representatives in an open, frank meeting designed to allow meaningful input into such directives that relate to wages, hours or working conditions. The Police Chief shall advise the Association of any addition to directives.
- C. The Civil Service Commission shall approve or adopt police department rules or regulations when it is authorized by statute to do so. The Civil Service Commission shall follow all appropriate procedures in approving or adopting such police department rules or regulations.

- D. All employees shall observe and obey all departmental directives. Violation of departmental directives shall subject employees to disciplinary action including discharge. Normally, employees will receive copies of written directives which they are responsible for following; however, circumstances may arise, which call for notice by way of oral presentations or postings on a bulletin board. Copies are routinely available online. Hard copies are available in the Chief's Office, Training Office, and in the three (3) Commander's offices. GMPA will receive a hard copy of changes.

ARTICLE 28
Discipline

- A. Disciplinary matters shall not be subject to any of the terms of this Agreement. Any appeals of disciplinary decisions of the City shall comply with the requirements of the Texas Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, also referred to as the state civil service law; provided, however, an employee and the Police Chief may mutually agree to conduct any or all disciplinary hearings in private without regard to the requirements of the state civil service law.
- B. Hearing examiners selected pursuant to the state civil service law shall be members of the National Academy of Arbitrators and shall be presented by the American Arbitration Association.
- C. The state civil service law is amended to allow employees to waive appeals to the civil service commission or the hearing examiner for suspensions of one (1) day to fifteen (15) days in the same manner as waivers of appeals for suspensions from sixteen (16) days to ninety (90) days are allowed pursuant to Chapter 143.052(g), Local Government Code.

ARTICLE 29
Political Activities

Employee involvement in political activities shall be in compliance with the appropriate federal and state laws and City Charter provisions. This Article shall not be limited by any rule or regulation. However, employee leave of absence or other appropriate involvement in political activities shall be subject to mutual agreement with the City Manager or designee. Such agreement shall be based on fair and impartial terms.

ARTICLE 30
Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination in accordance with applicable laws. The parties agree not to coerce, discriminate, intimidate, threaten, or use any other means to compel a non-Association employee to join the Association. Enforcement of this clause shall not be pursuant to the grievance procedure.

ARTICLE 31

Management/Labor Committee

The parties shall designate two (2) representatives each to serve on a management/labor committee. This committee shall meet bi-weekly at times and places mutually agreeable to the parties to discuss matters of mutual concern. Either party may cancel a scheduled meeting with adequate notice to the other party.

Such discussion shall not be tantamount to, or an extension of, the contract negotiation process but shall be for the purpose of encouraging productive relations between the parties and the improvement of police services to the community. The parties may mutually agree to expand the number of representatives on this committee.

ARTICLE 32 Texas State Civil Service Statute Override

The terms of this Collective Bargaining Agreement shall supersede any inconsistent or conflicting statutory provisions such as the Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, whether or not such override is specifically referred to in any Article of this Agreement.

ARTICLE 33 Police Officer Bill of Rights

- A. Employees being questioned by the City as an object of an investigation which a reasonable person could believe will lead to discharge or criminal prosecution shall be entitled to the following privileges, insofar as feasible under the circumstances, upon the request of the employee:
 - 1. Questioning at a police station unless another location is warranted by the facts;
 - 2. Notification of the nature of the investigation, if known;
 - 3. Notice of the nature of the allegations made against the officer, if known;
 - 4. Right to the presence of a representative of the officer's choice during questioning if so requested by the officer;
 - 5. Notice of legal rights which must be afforded persons accused of criminal conduct, as required by law;
 - 6. Copy of the employee's written statement derived from questioning if signed by the employee.
- B. This Article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems appropriate.
- C. This Article shall in no way infringe upon the Employer's right and power to discipline employees.
- D. If the Employer violates any of the provisions of this Article, such violation shall not affect the disciplinary action by the Employer unless such action was based solely upon facts derived from the violation of this Article.

- E. Employees shall have the right to request an independent polygraph operator at City expense should the City order an employee to take a polygraph exam. The City shall request a complaining witness to take a polygraph exam before requiring an employee to take one, however, the City shall not be prohibited from requiring a polygraph from an officer in any instance where physical or mental incapacity or death of the complaining witness prevents same.

ARTICLE 34
Maintenance of Certain Standards

The following standards, privileges, and working conditions enjoyed by the City of Galveston Police Officers at the present time shall not be changed during the duration of the Agreement.

- A. Personal vehicle mileage allowance.
- B. Travel expense allowances (meals and lodging).
- C. Police Liability Insurance.
- D. Liability Insurance for Police Motorcycles.
- E. Provide gasoline at City Garage for Motorcycles

ARTICLE 35
Police Reserve Force

A. Purpose

Because of an increasing population in Galveston brought about mainly by the welcome influx of visitors the City Police Department has an ever increasing work load. A Police Reserve Program, which shall utilize non-paid regular officers to act in the capacity of a reserve police force will help supplement the Police Department in case of emergencies, special events, and during normal working hours. The Police Reserve Program will help create a more capable and well-trained reserve force within the Galveston Police Department. The parties have further agreed that the City may use paid reserve officers as set forth in one of the sections herein.

B. Method

The main duties and responsibilities of the Reserve Force shall be to assist the regular Police force on a continuing basis as well as during emergencies and special events. The Reserve Force shall perform general police duties that will provide a more stable, efficient and time-conserving police organization. In most circumstances, the Police Reserve Force will be employed in support of, and under the direct supervision of the Patrol Division of the Galveston Police

Department. Total authorized strength of the Entry Level Reserve Force shall not exceed the duty strength of the regular Patrol Division.

C. Requirement for appointment

The following are minimum requirements of individuals in the Police Reserve Force:

1. Successful Completion of required "Basic Peace Officer" academy.
2. Successful completion of TCLEOSE Licensing Examination.
3. Basic License issued by Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE).
4. Successful completion of all processing required by the Galveston Police Department.

D. Official designations and qualifications

1. Non-Paid Retired Reserve Officer

Non-paid retired reserve officers must have a minimum of twenty (20) years experience in the Galveston Police Department and be in possession of an honorable retirement certificate. Non-paid retired reserve officers must enter the reserve program immediately upon retiring from the Galveston Police Department. Non-paid retired reserve officers may not be on medical or disability retirement, and must maintain the minimum qualifications of the Reserve Force.

2. Non-Paid Entry Level Reserve Officer

"Non-paid entry level reserve officers" shall be defined as individuals who meet the following requirements:

- (1) Meet or exceed all TCLEOSE standards that are applicable to regular Texas peace officers; and,
- (2) Meet or exceed all Galveston Police Department standards; and,
- (3) Granted by the Chief of Police a non-paid position with the Galveston Police Department.

Non-paid entry level reserve officers are not considered to be in retirement status from the Galveston Police Department. The City of Galveston will normally use non-paid entry level reserve officers to augment the uniformed personnel of the Police Department.

All non-paid entry level reserve officers shall meet all requirements established for entry level regular police officers.

E. Honorary Reserve Officers

“Honorary reserve officers” shall be defined as individuals to whom the Chief of Police grants a non-paid position because of the individual's voluntary service rendered to the Galveston Police Department. Such voluntary service shall be service that is generally not within the scope of a law enforcement officer or criminal justice professional. Honorary reserve officers shall not be in the chain-of-command, shall not have any enforcement authority, and shall not be in uniform or placed in a "duty" position with the regular Galveston police force.

Examples of "Honorary" positions may include, but shall not be limited to the following:

1. Departmental Chaplain
2. Departmental Surgeon
3. Departmental Scholar
4. Departmental Veterinarian
5. Departmental Advisor

F. Requirements after appointment

1. Participants will provide the Department with their name, current address, phone number, social security account number, the name of a person to notify in case of emergency and such other information as the Department may require from time to time.
2. Participants shall serve in a "Non-Civil Service" status.
3. Participants will be appointed and/or removed from the Reserve Forces at the sole discretion of the Chief of Police.
4. Participants must work a minimum number of hours based on the following criteria:
 - a. Non-paid Retired Status
 1. Eight (8) hours per month; or,
 2. Ninety-six (96) hours per year upon prior approval of the Chief of Police.
 - b. Non-paid Entry-Level Status
 1. Sixteen (16) hours per month; or
 2. One hundred ninety-two (192) hours per year upon the prior approval of the Chief of Police.
 - c. There are no minimum requirements for non-paid honorary status.

5. A member of the Retired Reserve or the Entry Level Reserve may be compensated for hours worked in excess of the minimum required to maintain their reserve status, subject to the limitations in this section. Such compensation will be at an hourly rate of pay established by the chief of Police and paid as a contract worker. However, such reserve officer must be current for the required hours for any month in which such compensation is paid, and any hours for which a reserve receives such compensation shall not then be applied toward a future monthly/annual premium number of hours. Such hours shall not normally be in excess of 30 hours per week. The Chief's authority to approve personnel under this section is limited to:
 - a. Additional staffing for beach party week-end and Mardi Gras;
 - b. Additional staffing for security at the following specific facilities:
 1. City Hall
 2. Public Safety
 3. Airport and the adjoining complex
 4. Water and sewer facilities
 - c. Situations involving threat based security enhancement with the approval and consent of the President of the GMPA.
 - d. The City may pay a rate of compensation for beach party week-end or Mardi Gras events which is less than or equal to outside law enforcement personnel hired for such events. For all other paid reserve time under this article, they shall be limited to paying less than the hourly rate for a Police Officer I.
6. Members of the Reserve Force shall make themselves available when the Chief of Police deems it necessary to have additional police officers in order to preserve the peace and enforce the law. An individual's "primary occupation" will take precedence and exact prior consideration, as long as it does not interfere with his assignment as a member of the Reserve Forces and utilization by the Galveston Police Department.
7. Members of the Reserve Force must meet or exceed all qualifications as established by the Chief of Police, including but not limited to the following:
 1. Physical Capabilities
 2. Mental Capabilities
 3. Educational Standards
 4. Annual Firearms Qualifications
 5. Moral and Ethical Standards
8. Except those reserve officers classified as "Honorary" all reserve officers shall serve in full uniform unless otherwise instructed by the Office of the Chief of Police. All reserve officers, including "Honorary" must pass inspection and be in possession of all necessary equipment. Each reserve officer, including "Honorary" shall be responsible for replacement of any personal equipment that is

in need of replacement. Such replacement shall be at the reserve officer's expense and cost.

9. Reserve officers shall act in a supplementary capacity only and at no time shall reserve officers assume the full time duties of a regular police officer unless an individual reserve officer is selected and hired from the eligible list established pursuant to the regular hiring process for the Galveston Police Department, and unless such individual reserve officer is hired as a paid Galveston police officer. Upon such event, the individual shall no longer be a member of the Reserve Force.
10. Members of the Reserve Force, except "Honorary" shall possess at least one (1) complete uniform including all necessary equipment. Such members shall wear and display only the badge and identification authorized and issued by the Galveston Police Department.
11. All reserve officers shall be subordinate to all officers of the regular police force. Even though the rank of the retired officers will be recognized and respected such reserve officers shall have no command authority over any member of the regular force.
12. All reserve officers shall successfully complete a training course as set forth by the Chief of Police and all reserve officers must pass all academic standards required by that course. All reserve officers must participate in the bi-annual Police Officer Survival Training as directed by the Chief of Police.
13. Reserve officers shall complete all arrests and reports initiated by such reserve officers, including attending court appearances as necessary.
14. All reserve officers shall comply with and abide by the Galveston Police Department Rules, Policies, and Procedures Manual.

G. Required TCLEOSE documentation

All members of the Reserve Force shall comply with then current requirements pertaining documentation required by TCLEOSE.

H. Reserve Officer Benefits.

The following retired officer shall be grandfathered: Dallas Adams, John Wayne Jennings, Howard Picard, and Boyd Swindale. These individuals shall remain in the reserve health benefits program as long as they remain eligible.

**ARTICLE 36
EMPLOYEE DRUG TESTING**

Section 1. Findings and Adoption.

- A. It is agreed that efficiency and safety in the work place is necessary and required in order to carryout the mission of the Police Department. Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization including while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Galveston Police Department. Prohibited substances include those listed in Part III, Sections 3.0 through 3.3 of the City of Galveston Drug and Alcohol Prevention and Testing Program. It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse.
- B. The City and the Union agree that Police Officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Police Officers and the public to ensure that no Police Officer is substance impaired. As described in the drug impact statement for the Police Department in the City of Galveston Drug and Alcohol Prevention and Testing Program.
- C. The City and the Union agree that Police Officers who abuse alcohol and drugs represent a significantly greater threat to the health and safety of themselves, their colleagues, and the public than do employees who do not respond to hazardous situations without warning. Duties and circumstances in the Galveston Police Department which are factors in this context include the actual or potential duty for Police Officers of every rank to operate city vehicles, regular service in “high class” positions, including supervision of other personnel, and the actual frequent occurrence of periods of unsupervised duty. In addition, it is recognized that Galveston Police Officers are regularly required to react to unusual or dangerous circumstances which may put the Police Officer and/or citizens at risk.; and, on balance, the City and the Union find that drug use by each Police Officer in all existing classifications and assignments can impair judgment and behavior so significantly that serious injury or death may result.
- D. The City and the Union agree based on the findings mentioned above, that the need to deter and prevent a substantial harm provides the necessary immediacy for the imposition of a mandatory drug testing program. In order to further their joint interest in protecting Police Officers and the public, the City and the Union agree to both mandatory random drug testing and reasonable suspicion or “For Cause” testing as described in the City of Galveston Drug and Alcohol Prevention and Testing Program. The City and the Union have bargained this provision in good faith, with a reasonable belief in its legality under the law, and the Union will not bring or sponsor any legal challenge to the Program excluding a challenge for failure to properly implement or administer the Program. Both parties recognize and agree that this Agreement cannot and is not intended to waive any employee’s constitutional rights should an employee challenge the

Program in court, the City agrees to defend the Union from any claim brought against the City and the Union, absent any conflict of interest, from any claim of violation of the employee's constitutional rights arising from the implementation of the Program. Should any such challenge be successful, the parties agree to immediately meet to revise this procedure as needed to comply with the constitutional rights of employees covered by this Agreement,

- E. The City and the Union agree that the City of Galveston Drug and Alcohol Prevention and Testing Program (herein after referred to as "City Drug Program"), adopted August 8, 2002, shall apply to all bargaining unit employees.

Section 2. Reasonable Suspicion Testing and Random Testing

- A. In the police profession, there exists the requirement that all personnel be on a 24-hour call out status for emergency situations. Therefore, department employees shall not possess or ingest any controlled substance or dangerous drug, whether on or off duty, unless the substance has been legally prescribed to the employee by a person licensed to do so.
- B. For the purpose of determining violations of law or of this provision, all employees, regardless of rank or position, shall be subject to "for cause" testing under the City Drug Program.
- C. Random Testing
 - 1. One Hundred percent (100%) of Police Officers of all ranks, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances on a fair and impartial statistical basis at the City's expense under the City Drug Program. The fair and impartial statistical basis (in which each employee has an equal chance of being selected during the calendar year) shall be by a non-discriminatory computerized program operated and certified as a non-discriminatory by an independent firm hired by the City.
 - 2. Upon notice of selection for random testing, the employee shall provide a urine sample, and a breath sample if requested in accordance with the City Drug Program.
- D. Any employee or probationary police officer who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall be subject to disciplinary action which may include discharge from the Department under Section 7.0 of the City Drug Program.

- E. Any applicant who refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall automatically terminate the hiring process.

Section 3. Testing Guidelines

The implementation of employee drug testing will ultimately result in administrative review and disciplinary action involving employees who test positive in the final confirmatory test. The City Drug Program will apply when determining the disciplinary action to be taken.

Section 4. Threshold Levels

The parties have agreed that the threshold levels in the City Drug Program for covered employees shall apply.

Section 5. Testing Procedures

The drug testing procedures will be administered as outlined in the City Drug Program.

Section 6. Confidentiality

All records pertaining to the department required drug tests shall remain confidential to the extent allowed by law, unless offered in evidence in a disciplinary appeal. Drug Test results and records shall be stored in a locked file in the Human Resource office. No access to these files shall be allowed without written approval of the Police Chief or the Police Officer. In a grievance hearing, lawsuit or other action involving the employee, the employer may release relevant information to the decision-maker, and to those who need to know the information to assist with the case. Such information may also be released to representatives from state or federal agencies when required. The confidentiality provisions in Part III, Section 12.0 of the City Drug Program shall also apply.

Section 7. Rehabilitation and Treatment for Substance Abuse

- A. The parties have these joint objectives in the Section of the Agreement:
 - 1. To deter and prevent substantial harm to Police Officers and the public;
 - 2. To create disincentive for the use and abuse of substances; and
 - 3. To provide a means, together with incentive, to seek and obtain treatment and rehabilitation for any employee who is involved in substance abuse.
- B. Any employee who voluntarily seeks rehabilitation as provided in Part V, Section 3.0 of the City Drug Program shall be entitled to the same leave and benefits that are otherwise applicable under leave policies and the existing coverage definitions in Health Benefits program. An employee entitled to rehabilitation and treatment

is not exempted from disciplinary action for violation of other rules and regulations of the department (e.g. off duty DWI, regulations concerning leave, etc.)

Section 8. Union Representation of Members

While it is understood that the Union is unequivocally opposed to the use of alcohol or drugs in the workplace as well as, the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the workplace and the proper enforcement of the Department's rules and regulations, the Union, retains the right to fairly and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited to what the Union may consider as unwarranted or unreasonable investigation, search or the imposition of discipline.

Any employee receiving disciplinary action under Article 36 may appeal that action in accordance with the procedures outlined in the applicable Civil Service Law.

ARTICLE 37 Impasse Procedures

A. Mediation

The parties will make a meaningful effort to settle matters arising from negotiations through the bargaining process and will only resort to subsequent third party neutral proceedings after they have exhausted all avenues of mutual agreement available to them. If an impasse in negotiations results after full and complete negotiations, either party or both parties may request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have no other authority than to attempt to help the parties to arrive at a mutually agreeable settlement. The mediator shall be responsible for determining whether or not the parties have indeed arrived at an impasse in bargaining. If the mediator has any reason to believe the parties are not at a true impasse in bargaining, the mediator shall have the responsibility to remand the parties to further negotiations in an attempt to resolve differences between them. If the mediator is convinced that the parties have arrived at a bona fide impasse in negotiations, the mediator shall certify such fact to these parties who then have the following options open to them:

B. Fact Finding

1. If after mediation, settlement has not been reached between the parties concerning negotiable issues which were subject to mediation, then either party may, by written notification to the other, request the remaining unresolved matters be submitted to a fact finding panel.

2. The fact finding panel shall only be presented with unresolved issues that were subject to the mediation process. Within five (5) days of receipt of the written request for Fact Finding, the parties shall request a list of seven (7) qualified neutrals who shall be active members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike three (3) names from the list.

The parties shall determine who shall strike first by a coin toss. The remaining individual shall be designated the fact finder. The Employer shall be responsible for appointing an additional fact finder to represent its interests and the Association shall be responsible for appointing an additional fact finder to represent its interests. The three (3) fact finders shall then constitute the Fact Finding panel. The hearing shall be conducted within sixty (60) days unless mutually extended by the parties.

3. The parties shall exchange written final offers on each remaining unresolved issue no later than ten (10) calendar days before the date of the Fact Finding hearing. The Fact Finding panel shall be served a written copy of the parties' final offer on each outstanding unresolved bargaining matter within five (5) calendar days before the date of the hearing.
4. The fact finding panel shall only have jurisdiction to consider issues involving mandatory subjects of negotiations.
5. The fact finders shall establish dates and places of hearings. The hearings shall be closed to the public. The fact finders shall afford all parties full opportunity to examine and cross-examine witnesses and to present evidence pertinent to the dispute, including briefs in support of their respective cases.
6. The fact finders shall conduct the hearings and render their decision with the objective of achieving a prompt, peaceful and just settlement of disputes. The factors which must be given weight by the fact finders in arriving at a recommended decision shall be:
 - (a) Comparison of total compensation of police officers in cities of a comparable nature;
 - (b) Relevant cost of living information;
 - (c) Overall compensation and fringe benefits presently received by employees involved; the interest and welfare of the public including financial ability of the City;
 - (d) Fiscal responsibility of the City; and economic and non-economic impact of the various offers upon present or future levels of service or programs provided by the City to its citizens and other City employees;
 - (e) The hazards of employment; physical, educational and mental qualifications; and job training and skills required of Galveston police officers.

7. The fact finders shall consider each argument and all evidence presented by the parties and address them in a well-reasoned, professionally written “Findings of Fact and Recommendations” to resolve the dispute. The fact finders shall serve its written decision on both parties not more than thirty (30) days from the conclusion of the hearings or submission of briefs, whichever occurs later.
8. Within fifteen (15) days after receipt of the “Findings of Fact and Recommendations,” each party shall notify the other in writing whether they accept any of the recommendations of the fact finders. If the parties do not accept the recommendations of the fact finders, they shall attempt to settle the dispute. If no settlement has been reached after thirty (30) days from the receipt of the notice by either party rejecting the recommendations, then the fact finders' "Findings of Fact and Recommendations" shall be published by either party.
9. Within three (3) days after the Findings of Fact and Recommendations are published, the party rejecting a recommendation shall publicize through a detailed written document each reason for rejecting the recommendation of the Fact Finding panel.
10. All costs of Fact Finding shall be borne equally by the parties involved in the dispute, except costs for the parties' respective representatives and witnesses.
11. If within ten (10) days after the recommendations have been made public the parties have not agreed to a contract, unresolved issues shall, at the request of either party, be submitted to a referendum election according to the following procedure, which shall be binding on the parties:
 - (a) The election shall be held on the first date permissible under state law.
 - (b) The party rejecting the fact finder’s recommendations shall pay three-fourths (3/4) of the cost of the referendum. If both parties reject any recommendations, each shall pay one-half (1/2) of the costs.
 - (c) Each party shall be entitled to submit two (2) and only two (2) unsettled issues and rebuttals thereto to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues and prior agreements reached by the parties.
 - (d) Civil Service laws shall not be subject to referenda.
 - (e) The referendum shall be conducted in a cost-efficient manner.
 - (f) The ballot shall include only the caption of the unresolved issues or rebuttals being submitted by a party to referendum. The ballot shall require the voter to cast his or her vote FOR the Association's issue or FOR the City's issue on each ballot proposal.
 - (g) Only unresolved issues submitted to Fact Finding shall be submitted to a referendum.
 - (h) All unresolved issues and rebuttals submitted to referendum shall be reduced to writing. The parties shall provide each other with the exact contract language to be amended by the unresolved issue or rebuttal at the

time that the party or parties request Fact Finding or referendum. However, the parties may mutually agree to amend their exact contract language issues or rebuttals.

C. Citizen Voter Participation

Parties hereto agree that for the duration of this contract no effort will be made by the Association or bargaining unit employees to require the City to conduct a referendum or otherwise provide for citizen voter participation as a method of resolving outstanding issues between the City and the Association or bargaining unit employee.

**ARTICLE 38
Closing Statements**

A. Full and Final Scope of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Stability of Agreement

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. A failure of the City or employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and employees to such future performance shall continue in full force and effect.

C. Savings Clause

Should any provision of this Agreement be found to be inoperative, void and 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 39
Duration of Agreement

This Agreement shall be effective from date of execution until September 30, 2011. Thereafter, it shall continue until a new agreement is reached or is settled pursuant to the terms of Article 37, "Impasse Procedure".

CITY OF GALVESTON

GALVESTON MUNICIPAL POLICE ASSOCIATION

Steve LeBlanc, *City Manager*

Jimmy De Los Santos, *President*

Date: _____

Date: _____

Approved as to Form:

_____ Susie Green, *City Attorney*

_____ Charles Wiley *Chief of Police*

_____ Carolyn Cox, *Director of Human Resources*