

MEET & CONFER AGREEMENT

San Marcos Police Officers' Association
and



2012 – 2015

2012-2015 Proposed Agreement
The City of San Marcos and the San Marcos Police Officers' Association
Summary of Changes

This is a brief summary of changes included in the proposed 2012-2015 Police Meet and Confer Agreement. Unless noted otherwise, changes are effective October 1, 2012.

Article 4 – Wages and Compensation

- Base Wages:
 - Year 1 – 0% Base Pay Increase
 - Year 2 – 1% Base Pay Increase
 - Year 3 – 0% Base Pay Increase
- Assignment Pay
 - Add Assignment Pay currently in ordinance to Meet and Confer Agreement
 - Add SWAT and Crisis Negotiating Team Assignments
- Add Premium Holidays – Officers whose shift begins on New Year's Day, 4th of July, Thanksgiving Day and Christmas Day will be paid at 1 ½ time for that shift. Officers will continue to accrue holiday to their leave bank for the officially recognized holiday.
- Effective January 2013, longevity pay will be paid annually in November.

Article 12 – Promotions

Clarify the requirements for promotion.

Article 13 – Minor Suspensions

Change days to hours for equity with officers working 8, 10 and 12 hour shifts.

Article 15 – City Property Off-Duty Special Duty Work

- Expands the list of City facilities where the City agrees to use SMPOA officers for security. Currently the SMPOA provides security at the San Marcos Activity Center. This agreement adds Dunbar Recreation Center, City Park Recreation Center and the Fish Hatchery.
- The hourly rate is increased from \$30 per hour to \$35 per hour.

Article 16 – Duration of Agreement

- Add provision for extension of agreement.

PROPOSED AGREEMENT

**MEET AND CONFER AGREEMENT
BETWEEN
SAN MARCOS POLICE OFFICERS'
ASSOCIATION AND THE CITY OF SAN MARCOS,
TEXAS**



EXPIRES SEPTEMBER 30, 2015

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ARTICLE 1
RECOGNITION

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 142.053 et seq. of Chapter 142, excluding the Chief of Police and employees of the Police Department exempt under Texas Local Government Code Section 142.058(b), employees appointed under Texas Local Government Code Section 143.014. It is intended to include all permanent paid employees of the Police Department who have been hired in substantial compliance with the provisions of Chapter 143 of the Texas Local Government Code but does not include civilian employees, other employees, or those excluded above.

This Agreement is not intended to deny local control by the City nor restrict or diminish the management rights of the City except as expressly provided by this Agreement under section 142.059 of the Texas Local Government Code.

ARTICLE 2
DEFINITIONS

1. "Agreement" refers to this Meet and Confer Agreement, negotiated between the City of San Marcos and the San Marcos Police Officers' Association.
2. "Association" means the San Marcos Police Officers' Association.
3. "Day" means each calendar day inclusive of weekends and holidays.
4. "Chief" means the Chief of Police of the City of San Marcos, including any interim or acting Chief of Police.
5. "City" means the City of San Marcos.
6. "College hours" "Degree" or "College Degree" shall mean credit hours or degree from a college or university recognized by the Southern Association of Colleges and Schools or a similar regional association recognized and approved by the United States Department of Education.
7. "Commission" means the Firefighters and Police Officers Civil Service Commission of the City of San Marcos.
8. "Department" means the Police Department of the City of San Marcos.
9. "Director" means the Director of the Firefighters' and Police Officers' Civil Service Commission.
10. "Party" or "Parties" means the City of San Marcos and the San Marcos Police Officers' Association.
11. "Police Officer" or "Officer" means a person who is a peace officer under Article 2.12, Code of Criminal Procedure or other law and who is employed by the City of San Marcos Police Department.
12. "Promotional bypass" means the right of the Chief to not appoint the top person on the promotional eligibility list as per Section 143.036 of the Texas Local Government Code and the Officers right to request review.
13. "TLGC" means the Texas Local Government Code.

ARTICLE 3
HIRING

Section 1. Procedure for Filling Vacant Entry Level Positions

- (a) The Commission shall adopt rules in accordance with this article and Chapter 143 provisions incorporated by this article to fill vacant positions through the Department hiring process for entry-level positions.
- (b) Appointment to a Vacant Position
- (i) To fill a vacant position in the Department, the Chief shall request in writing from the Commission, and the Director shall certify to the Chief, the names of suitable persons from the entry-level eligibility list and any reinstatement list under Section 143.085. Upon exhaustion of any reinstatement list, if there is a single vacancy, the Chief may fill the vacant position by appointing any qualified person meeting current hiring standards who is on the eligibility list. The next four vacancies shall be filled as provided in section 143.026, it being the intent that the Chief may fill every fifth vacancy from any qualified person meeting current standards who is on the eligibility list.

Section 2. Eligibility List

- (a) This Article shall supersede Section 143.025 of the Texas Local Government Code to allow for more than one eligibility list to be in effect at the same time which subsequent list shall be utilized upon the exhaustion or expiration of the prior list.
- (b) Additional points may be awarded only to an applicant with a passing score as follows:

Prior Experience:

Two (2) years prior civilian law enforcement experience 5 points
(Excludes military or corrections experience)

OR

Two (2) years prior honorable military experience 5 points
(Honorable discharge from United States Armed Forces)

*No cumulative points for law enforcement or military experience are allowed. The maximum total additional points are five (5) points.

Additional points, if any, shall be added only to the applicant's passing score.

ARTICLE 4
NEW HIRE PROBATIONARY PERIOD

The probationary period for newly hired Police Officers shall commence from date of hire and continue through the 365th day following the date of commission as a San Marcos Police Officer. To the extent that this provision is in conflict with the Texas Local Government Code, Chapter 143, including Section 143.027, this provision shall prevail.

ARTICLE 5
WAGES AND COMPENSATION

Section 1. Hourly Base Pay

The base hourly rate for Police Officers (19A-19F), Corporal, Sergeant, and Commanders shall be determined as follows:

- (a) For the First Contract Year. The base hourly rate increases effective October 1, 2012 will be 0%.
- (b) For the Second Contract Year. The base hourly rate increases effective October 1, 2013 will be 1%.
- (c) For the Third Contract Year. The base hourly rate increases effective October 1, 2014 will be 0 %.

Section 2. Shift Differential Pay

Each non-probationary Officer who reports to work for his regularly scheduled shift which begins between the hours of 4:00 P.M. (on or after) and 12:00 midnight shall receive shift differential pay in the amount of \$100 per month. Officer's must work at least half of the regularly scheduled shifts (80 hours or more) in the calendar month, which shifts must commence between 4:00 P.M. (on or after) and 12:00 midnight, to be eligible for the shift differential pay for that calendar month.

Section 3. Longevity Pay

- 1. Employees with time in the Department:
 - a. Employees will earn longevity pay by the attached longevity schedule for years of service with "the Department". Longevity pay is capped after 20 years of service.
 - b. Employees with prior service time in other departments of the City preceding the Agreement will also receive compensation for that prior service time at the rate outlined in the Handbook.
- 2. Employee transfers following implementation of Agreement:
 - a. Transfers between the Fire and Police Department after October 1, 2009 will receive compensation for time in "the department" as defined in item 1a above, at the rate in the longevity schedule for the department they are transferring to as outlined in the Agreement.
 - b. Employees not covered by an Agreement will receive longevity as outlined in the Handbook.
- 3. The total longevity payment will not exceed the maximum cap established in the Longevity Schedule attached to the approved Agreement (20 years of service).
- 4. Effective January 1, 2013 Longevity Pay will be paid annually in November.

Section 4. Educational Incentive Pay

Educational Incentive Pay shall be provided to officers who qualify for such payment by furnishing documented proof of an Associate, Bachelor, or Master Degree. Incentive payments will be provided at the highest single degree as follows:

Associate Degree	\$25 per month
Bachelor Degree	\$50 per month
Master Degree	\$75 per month

Section 5. Assignment Pay

- a. Officers who have successfully completed their probationary period and hold the rank of police officer, corporal or sergeant and may be assigned by the Chief to perform Special Assignments. Special Assignments shall be on an as needed basis by the Chief in his or her sole discretion.
- b. Categories:
 1. Canine handlers.
 2. Criminal investigations/narcotics.
 3. Crime prevention.
 4. Training/field training.
 5. School resource.
 6. Downtown/outlet mall.
 7. Motorcycle patrol duty.
 8. Mental health officer duty
 9. SWAT
 10. Crisis Negotiating Team
- c. Compensation:
 1. Officers are eligible to receive compensation for only one assignment at any given time. For example, the assignment pay amount is capped at the amount for one assignment. Should the amounts be different, the cap will be the highest single amount.
 2. Assignment Pay is \$160 per month.
- d. Maximum Amount / Cap: Officers are eligible to receive pay for only one assignment at any given time. For example, the assignment pay amount is capped at the amount for one assignment. Should the amounts be different, the cap will be the highest single amount.

Section 6. On Call

Effective on the date of this Agreement Officers assigned to Narcotics or to Criminal Investigations who are assigned to be and are actually on call for one week in every other calendar month will receive additional compensation in the amount of Forty Dollars (\$40.00) per month.

Section 7. Bilingual Pay

- a. Effective on the date of this Agreement Bilingual pay will be paid at the rate of \$40.00 per month for Officers certified under standards established by the Chief and assigned to the bilingual program. The bilingual program shall include and is limited to Spanish and sign language for the deaf. Officers will not be paid cumulatively if they are certified in both.

b. It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of Sections 143.041 and 143.042 of the Texas Local Government Code.

Section 8. Implementation/Administration

The City shall establish procedures for the administration of premium pay. Police Officers are responsible for submitting a request for premium pay. Requests for Education or Bilingual pay must include transcripts or documentation of eligibility to receive the pay. All certifications must be current to receive premium pay.

It is expressly agreed and understood that the City reserves the right to prorate any monthly pay in biweekly equivalents for twenty four (24) pay periods.

Section 9. Premium Holidays

a. The following Holidays will be recognized as "Premium Holidays": New Year's Day, 4th of July, Thanksgiving Day and Christmas Day.

b. Officers whose shift begins within the 24 hour period on which the actual holiday falls, will be paid 1 ½ time pay for that shift.

c. Officers working an overtime shift are not entitled to additional compensation. In no case will an employee be paid at a rate more than 1 ½ times.

d. This section is in addition to the holiday provision in the Employee Handbook.

Section 10. Statutory Preemption

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and Chapter 143 Sections 143.041(b), 143.042, 143.044, and 143.047), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 6
RESIDENCY INCENTIVE

Effective on the date of this Agreement and subject to the appropriation of funding for the program during each fiscal year, an Officer (excluding spouses and other household members who are also Officers) who moves into and agrees to maintain his principal residence and actually resides within the City limits of the City may be eligible for residency incentive. The terms, conditions, eligibility, and amount of such program shall be determined by the City. The parties agree that this Article supersedes any conflicting provisions of Section 150.021 and Section 143.041(b) Texas Local Government Code and any other provisions of Chapter 143.

ARTICLE 7
OVERTIME

Officers assigned Patrol duties in the Patrol Division may at the election of the City be scheduled to work a schedule of eighty (80) hours over a fourteen (14) day work period. Officers will not be paid overtime until the Officer actually works more than eighty (80) hours in a fourteen (14) day work period. Scheduled holidays, authorized bereavement leave, vacation leave and jury duty, which hours occur during regularly scheduled duty hours, will be considered hours worked for purposes of calculating overtime as per City policy. This Article prevails over TLGC §142.0015(f)-(j) to the extent of any conflict as provided by TLGC §142.067. It is agreed by both Parties that this provision of the Agreement shall remain in full force and effect through September 30, 2017 or until superseded by a subsequent agreement.

ARTICLE 8
COMPENSATORY TIME

As permitted by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(o), the City may compensate eligible non exempt Officers with compensatory time in lieu of overtime compensation required by the FLSA, 29 U.S.C. § 207 or Article 7. Such compensatory time will be at a rate of not less than one and one-half hour for each hour of employment for which overtime compensation is required by 29 U.S.C. § 207 or Article 7. Only assignments as School Resource Officers are eligible to accrue compensatory time as per policies of the Police Department.

This Article supersedes any and all contrary agreements or understandings related to compensatory time arrived at between the City and any individual member of the bargaining unit during the term of this Agreement. If this Agreement expires, any lawful contracts or understandings that were made with individual Officers regarding compensatory time, including that contained in existing policy, will apply.

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 9
RESPONSE TIME

The City policy in Section 7.60 of the City Employee Handbook regarding a timely response applies to all Officers hired after January 1, 2010 as a condition of employment. The reasonable response time for such Officers regardless of assignment is established to be forty (40) minutes from their permanent residence to the corporate City limit. The parties agree that this Article supersedes any conflicting provisions of Section 150.021 and Chapter 143 of the Texas Local Government Code.

ARTICLE 10
ASSOCIATION BUSINESS LEAVE

Section 1. Time Off For Association Business

An Association business leave time pool (the ABL Pool) shall be created for the purpose of conducting Association business. Association business is defined as time spent in Meet and Confer or similar negotiations, adjusting grievances, attending the annual State CLEAT conference, the Association's Executive Board meetings, and regular Association business meetings.

Section 2. Establishment of Association Leave Time Pool

The ABL Pool shall be funded during the first pay date of each calendar year by reduction of accrued vacation leave in the amount of five (5) hours for each member of the San Marcos Police Officers Association with the approval of this agreement by a majority vote of the Police Officers of the San Marcos Police Department. Once a contribution has been made to the ABL Pool, there shall be no transfer of leave back into any individual officer's leave account and there will be no cash payout for any remaining time in the Pool. Any bargaining unit member who does not wish to contribute their five (5) hours of vacation leave in any calendar year must provide notice in writing to the Director at least thirty (30) days prior to the beginning of that calendar year.

Any hours up to 400 hours not used in one (1) year will remain in the Pool to be utilized the following year. Such pool hours shall never have any cash or surrender value. The City will track contributions to and deductions from the ABL Pool.

Section 3. Use of Association Business Leave Time Pool

All use of Association business leave will be requested in writing by the Association President, and submitted in advance for approval by the Chief. The Chief may waive the requirement that the request and approval be in writing. Requests for use of Pool time shall be made as far in advance as is practicable but no less than 48 hours before the date requested. There shall be no entitlement for overtime pay for any hours worked on Association business as such time is not for the benefit of the City but for the sole benefit of the Association. Unless approved by the Police Chief, not more than 3 members may be on ABL leave at the same time and such leave may be cancelled by the Police Chief in the event of an emergency or shortage of manpower as determined by the Chief which action shall not be reviewable by any administrative or judicial body or subject to grievance.

Section 4. Indemnification

THE ASSOCIATION SHALL JOINTLY DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY, ITS OFFICIALS AND EMPLOYEES, AND HOLD THEM HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 11
SICK LEAVE AND VACATIONS

Section 1. Sick Leave

Notwithstanding TLGC 143.045, Officers will accrue sick leave on the basis of hours, not working days. Officers will be entitled to accrue up to one hundred and twenty (120) hours per calendar year, use, and accumulate sick leave as per City policy. An Officer who leaves the classified service for any reason is entitled to payment for his/her accumulated sick leave but not more than seven hundred and twenty (720) hours of sick leave. This provision shall, to the extent of any conflict, supersede, any state statute, including TLGC §143.045, any City ordinance, City policy, Police Department rule or Local Civil Service rule.

Section 2. Vacation

Notwithstanding TLGC §143.046, Officers will accrue vacation leave on the basis of hours, not working days. Officers with less than ten (10) years of service will accrue up to of one hundred twenty (120) hours of vacation leave per calendar year, and Officers with ten (10) years of service or more shall accrue one hundred and sixty (160) hours per calendar year. Officers will use and accumulate vacation leave as per City policy. This provision shall, to the extent of any conflict, supersede, any state statute, including TLGC §143.046, any City ordinance, Police Department rule or local Civil Service rule.

Section 3.

At time of separation, an Officer shall be paid accumulated sick leave and vacation leave as per City policy at the hourly rate of base pay at time of separation. This provision shall, to the extent of any conflict, supersede any state statute, including TLGC §143.045 and 143.046, any City ordinance, City policy, Police Department rule or Local Civil Service rule.

ARTICLE 12
PROMOTIONS

Section 1. Eligibility for Promotion

A. Police Corporal

1. An Officer is not eligible for promotion to the classification of Police Corporal unless the Officer has served in the Department in the next lower classification for at least four years immediately before the police corporal promotional examination date.
2. If there are not sufficient Police Officers with 4 years or more service in the next lower classification who have timely applied to take the examination to provide an adequate number of persons to take the police corporal examination, the Director may open the examination to persons in that position with three or more years service.
3. If there are not sufficient Police Officers with 3 or more years service in that position to who have timely applied to take the examination to provide an adequate number of person to take the police corporal examination, the Director may open the examination to persons in that classification with two or more years service.

B. Police Sergeant

1. A Corporal is not eligible for promotion to the classification of Police Sergeant unless the officer has served in the Department in the next lower classification for at least two years immediately before the police sergeant promotional examination date.
2. Corporals shall attend a mandatory supervisory or management training program approved by the Chief designed for that rank of no less than 40-hours to be eligible to take the sergeant promotional examination.
3. Corporals must also have an Associate Degree or at least 60 hours (with a passing grade) of college hour credits from an accredited college or university to be eligible to take the sergeant promotional examination.
4. The Chief shall reasonably schedule all eligible Corporals to attend the approved mandatory supervisory or management training program. The failure or refusal of an Officer to participate in the training program for any reason shall not constitute a basis for any grievance or for any judicial or other administrative relief. Exceptions to the training requirement due to unusual circumstances may be granted by the Civil Service Commission.
5. If there are not a sufficient number of police corporals meeting the requirements outlined above with two years of service to take the examination, the Director shall open the examination to corporals/officers who meet the requirements outlined above as follows:
 - a. First, Corporals with less than two years of service meeting the aforementioned education requirements.
 - b. Second, If there are insufficient Corporals in step "a" above, all Corporals not meeting the educational requirement.
 - c. Third, If there are insufficient Corporals in steps "a" and "b" above, then officers with at least four years or more of service and educational requirements.

D. Police Commander

Sergeants shall have a Bachelor Degree to be eligible to take the Commander promotional examination and participate in the promotional process.

1. Eligibility:

- A. Persons having held the rank of Police Sergeant for a period of at least two (2) continuous years immediately before the examination date shall be eligible to take the promotional examination to the rank of Police Commander.
- B. In the event all eligible candidates fail the written portion of the promotion examination or an insufficient number of candidates sign up to take the examination which follows, all sergeants who meet the aforementioned education requirement regardless of time-in-rank may be eligible for the examination for promotion to Police Commander.
- C. In the event all eligible candidates in step 2 above fail the written portion of the promotion examination or an insufficient number of candidates sign up to take the examination which follows, all sergeants, regardless of education, who meet the time in grade requirements may be eligible for the examination for promotion to Police Commander.

2. Examination:

The promotional examination for the rank of Police Commander shall consist of two parts as follows:

A. Written Examination

Shall consist of questions relating to the duties of the classification of the position to be filled. All notice of written examinations and publishing of study material shall be in accordance with Chapter 143 Local Government Code and the rules established by the Firefighter and Police Officer Civil Service Commission. A score of 70% on the written examination shall be considered a passing score. In the event that written examination scores are the same, the ranking of those scores shall be done on the basis of rules established by the Fire and Police Civil Service Commission. All test participants with passing grades, up to a maximum of the top 20 (twenty), shall be allowed to continue on to the next phase of the examination process, the Assessment Center.

B. Assessment Center

1. The Assessment Center Board shall consist of three members, which shall be persons from outside the San Marcos Police Department who currently hold the equivalent or higher rank being tested for in a Police Department in a city of 50,000 or more in population. All of the assessors shall have held that equivalent or higher position for a minimum of three (3) years.
2. The City and the Association shall agree on the guidelines to be presented to the Assessment Center Board for use in their examination.

3. The Assessment Center Board shall consider all assessment center scores. There is no minimum passing score for the Assessment Center portion of the promotional process. The result of the Assessment Center shall not be appealable to the Civil Service Commission, or to arbitration through any grievance procedure, or to any judicial or administrative body.
4. The formula for arriving at a final score for both written examination (A) and assessment center (B) scores will be the following:

40 % Written Examination score *plus* 60 % Assessment Center score = Final Score

Example:

(.4) (88 written exam score) + (.6) (56 assessment center score) = 35.2 + 33.6 = 68.8
(Final Score)

C. Eligibility List

Within seventy-two (72) hours of the completion of the Assessment Center Process, excluding weekends and holidays, an eligibility list shall be prepared and posted with the respective ranking of all promotional candidates based on the candidate's final score based on the formula specified in B (4.) of this Article.

Section 3. Life of the Eligibility List

Every promotional eligibility list shall be valid for a period of eighteen (18) months after the date of the written examination or Assessment Center, notwithstanding any pending disputes, appeals or litigation concerning an applicant's score or right to promotion, unless the list is exhausted.

Section 4. Chief's Review of Promotability

The parties understand and agree that in considering an Officer for promotion, the Chief and the Officer shall have all rights and privileges as contained in Chapter 143 Texas Local Government Code regarding promotability, (i.e. promotional bypass).

Section 5. Preemption

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 13
MINOR SUSPENSIONS

Section 1. Use of Leave In Lieu of Minor Suspension Without Pay

Within five (5) days of receipt of the statement of suspension without pay of forty (40) hours or less , the Officer may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an Officer has received a disciplinary suspension within the preceding twenty four (24) month period, the Officer may only forfeit vacation or holiday time with the Chief's permission. The Officer must agree that there is neither right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the Officer must sign a waiver of appeal and agree to the suspension.

Section 2. Appeals of Suspensions of Twenty Four (24) hours or less

Officers who receive a suspension without pay for twenty four (24) hours or less may only appeal their suspension, unless waived in accordance to Section A above, to the Firefighters and Police Officers' Civil Service Commission and the provisions of TLGC section 143.057 shall not apply to such suspensions.

ARTICLE 14
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable exclusive method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

Section 2. Application of Procedure

If either the City or the Association has a dispute with the other Party regarding this Agreement that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Chief or designee. An Officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Grievance Committee, and must also be signed by the Association President.

Each grievance shall be written and state: 1) a brief statement of the dispute and the factual basis for the dispute; 2) identify the applicable sections of this Agreement alleged to have been violated; 3) identify the specific remedy or adjustment sought; and 4) be signed by the aggrieved Officer, or if filed by the Association, the Association President or Grievance Committee Chairman. Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within thirty (30) calendar days of the date when the employee knew or reasonably should have known of the claim.

Disputes by the Association or an aggrieved Officer must proceed following these steps:

Step 1.

An aggrieved Officer must submit his grievance to the Association Grievance Committee within fifteen (15) calendar days of the date upon which the Officer knew of, or should have known of, the facts giving rise to the dispute the basis of the grievance. A complete copy of the grievance shall be forwarded to the Chief within three (3) calendar days of the submission to the Committee. The Association Grievance Committee shall meet within fourteen (14) calendar days of receipt of the grievance and determine whether a meritorious grievance exists. If the Grievance Committee determines that no meritorious grievance exists, it shall notify the Chief within three (3) calendar days of such determination and that no further proceedings will be necessary. If the Grievance Committee determines that a meritorious grievance exists, it shall proceed to submit the grievance to the Chief within five (5) calendar days of the date of the Committee determination.

Step 2.

The Chief may require by policy for submission of contract disputes within the chain of command, but shall determine the matter within thirty (30) calendar days of its receipt from the Association. The Chief shall make his or her determination in writing.

Step 3.

If the grievance is not resolved in Step 2, the Association Grievance Committee may advance the grievance by submitting the written grievance to the City Manager or his designee within ten (10) business days of receipt of the Chief determination. The City Manager or his designee shall review the grievance and render a decision in writing to the Association Grievance Committee within ten (10) business days of receipt of the grievance.

Step 4.

Either Party shall have the right to seek mediation of the dispute by requesting same within ten (10) business days from the date of delivery of the City Manager's or his designee's decision. The mediation shall proceed before a mutually agreed mediator or a mediator from the Federal Mediation and Conciliation Service. If the representatives have not been successful in resolving the issue within sixty (60) calendar days, the matter may proceed to arbitration if agreed in writing by both the City and the Association. If arbitration is not mutually agreed to in writing by both the City and the Association, the matter may proceed as provided for under section 142.064(c) of the Texas Local Government Code.

Section 3. Arbitration

If arbitration is mutually agreed to in writing by the City and the Association, the Parties agree that either, or both, can request a list of seven (7) arbitrators from the American Arbitration Association within seven (7) calendar days of mediation, and once received, the Parties shall strike names from the list until a single name remains. That person shall be appointed arbitrator for the dispute unless the arbitrator fails or is unable to hear the matter in which case a new list will be requested and the process repeated. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association..

The hearing shall be held in available facilities of the City of San Marcos and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) timely submitted in the dispute statement or by written agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) calendar days after close of the hearing.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. If the City agrees to arbitration, any finding or ruling of the arbitrator on any legal issues which are determinative in the dispute are subject to judicial review. The arbitrator shall not have authority to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues timely submitted in the grievance as originally submitted in Step 1 and shall confine his decision to the interpretation of this Agreement. The Parties agree that neither the City nor the Association shall have

ex parte communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud, collusion, or unlawful means, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be waived or extended by written mutual agreement by the Parties. Failure to adhere to the time limit at Step 1 shall result in the matter being considered satisfied and no further action shall be taken. If the last day of an time period herein falls on a Saturday, Sunday or City holiday, the time period will be extended to the next business day.

ARTICLE 15
CITY PROPERTY OFF-DUTY SPECIAL DUTY WORK

Section 1. Introduction

The existing policies for off-duty employment shall prevail, except that on matters involving jurisdiction or conflict of interest, the Chief shall have the right to amend the existing policies, which shall not be subject to grievance procedure outlined in Article 14 of this Agreement except by mutual written agreement.

Section 2. Use of Sworn Personnel at Certain City Facilities

A. The City shall utilize only sworn officers on a voluntary basis for the purposes of providing security, crowd control, and other police-related activities at the City facilities listed herein. This shall not include ticket takers, badge checkers, or individuals whose duty is to enforce house rules. The Association recognizes that the City has legitimate reasons to work with performers or entertainers special security needs. The City shall include in every third party contract executed after the date of this Agreement, for the use of these City facilities that any vendor or lessee using said facility shall use only sworn officers procured through the City of San Marcos Police Department for security, crowd control and other police-related activities while using the facility, and that number of officers determined to be necessary by City policy shall be paid by the vendor or lessee.

For the purposes of this article, City facilities shall include only the following:

- (1) The San Marcos City Activity Center at 501 E. Hopkins Street,
- (2) Dunbar Recreation Center, 801 Martin Luther King Drive,
- (3) City Park San Marcos Recreation Center, 170 Charles Austin Drive,
- (4) Fish Hatchery, 206 N. CM Allen Parkway.

B. All Officers assigned to work at the above listed City facilities on an off-duty voluntary basis shall be compensated as follows. Police Officers, regardless of seniority, rank, or other compensation, shall be paid Thirty five Dollars (\$35.00) per hour. All payments will be made directly to the Officer by the vendor/lessee as per City policy. In no event shall the City be liable for the compensation due the Officer.

C. The number of Officers needed at any one such property or facility shall be pursuant to City policy. The Chief shall establish and maintain a Department Procedure for administering this Section. The special order shall include sign-up, notification on a rotating basis, and other policies necessary for the administration of this Section.

D. Officers who "volunteer" their time, without remuneration of any type, may work events and neither the Officer nor the Association may assert any violation of this Article should another Officer volunteer to work the event at the facility. "Volunteers" are not exempt from the requirements for off-duty employment of City facilities, even where such volunteers under this paragraph are working on City facilities, and written permission for volunteers to work on City facilities must be approved by the Office of the Chief or his designee.

E. Nothing in this Article precludes the City from utilizing personnel from private security companies to provide day-to-day security for any City facility including the facilities listed paragraph A above.

- F. The Police Department shall first be required to call or otherwise make available the opportunity for off-duty placement to SMPD personnel, and then to non-SMPD certified peace officer City employees. After having done so, the City may fill any remaining need for certified personnel with employees of other agencies outside the City organization.
- G. This article is conditioned on the Association obtaining and coordinating any paperwork necessary to comply with the Private Security Act of Texas or other applicable law.
- H. Section 7(p) (1) of the Fair Labor Standards Act makes special provisions for officers of public agencies that, at their own option, perform off-duty employment. This FLSA section and regulation provides that the City may facilitate the employment or affect the conditions of the Officer's off-duty employment. Additionally, the City may keep a roster and select from the roster, negotiate the Officer's pay, retain a fee for administrative expenses, require the individuals who are hiring the Officers to pay the costs directly to the City and establish procedures for the Officers to receive their pay, and require Officers to observe normal standards of conduct during their off-duty employment and enforce such requirements through disciplinary action.

Nothing herein is intended or designed to impugn the separate and independent employer relationship of outside interests utilizing City facilities. The City and the Association have a continued relationship within the scope of the Agreement that allows the City to negotiate Officer pay rates and conditions of off-duty employment while maintaining a separate and independent status from the individuals contracting to utilize these City facilities and off-duty Police Officers.

- I. Officers participating in the off-duty employment opportunities provided through this Agreement are working off-duty for the lessees of City facilities and not for the City or the Department. In the event of any ruling or holding by a Court or any determination by the Department of Labor that non-payment by vendors makes the City liable for FLSA overtime as the employer of officers, the City may require that officers sign an agreement agreeing to look solely to the vendor for payment.
- J. In the event of any ruling or holding by a Court or any determination by the Department of Labor that results in altering or changing the benefits provided by this Agreement under this Article or challenges the ability of the City to determine compensation under this Article, or results in any liability to the City, the provisions of this Article shall immediately become null and void.

ARTICLE 16
SAVINGS CLAUSE

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 17
COMPLETE AGREEMENT

Section 1. Complete Agreement

The Parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meet and confer negotiations. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement.

Section 2. Preemption

Additionally, this Meet and Confer Agreement preempts, during the term of this Agreement and to the extent of any conflict, all contrary state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 18
DURATION OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall become effective after ratification pursuant to Texas Local Government Code Section 142.064 by the recognized police officers association conducting a secret ballot election at which the majority of the police officers who would be covered by the agreement favor ratifying the agreement and upon approval by majority vote of the City Council after compliance with any procedural or publication requirements imposed by Charter. It shall continue in effect until September 30, 2015, unless otherwise provided herein.

Section 2. Funding Provision

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues, reasonably anticipated and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In making funding determinations in the second and subsequent fiscal years of this Agreement following ratification, the City Council may consider operational and administrative costs including its debt service obligations, the increases in other employee personnel costs, and the obligations arising under this Agreement. If at any time it is determined by the City that it would not be able to meet its financial obligations hereunder after considering the above listed factors, the Association and the City may mutually agree to renegotiate the financial provisions of this Agreement. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety. In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet City obligations hereunder this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

Section 3. No Petition to Increase Salaries

The Parties agree to the salary increase provided for in Article 5 and it is the Parties' intent to override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, or pay during the term of this Agreement.

Section 4. Coordinated Programs with Other Governmental Bodies

Upon the effective date of this Agreement, both Parties agree to protect and defend the provisions of this Agreement against any unauthorized challenges at local, state and national legislative levels of government. Both Parties agree to not file or support any legislative effort that affects the terms and

conditions of this Agreement, that has not been mutually agreed to by both Parties. In the event any Officer covered by this Agreement who is not representing the Association attempts to violate any of the provisions of this Article, he/she shall be prohibited from utilizing any of the provisions of this Agreement or any other similar statutory authorization that allows an Officer to petition a governmental body.

Section 5. Extension for Successor Agreement

If the parties are engaged in negotiations for a successor Agreement at the time this agreement, as amended, expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during an period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

EXECUTED THIS _____ DAY OF _____, 2012.

FOR THE CITY OF SAN MARCOS, TEXAS:

JAMES R. NUSE
CITY MANAGER

Date: _____

ATTEST:

JAMIE LEE PETTIJOHN
CITY CLERK

APPROVED:

APPROVED AS TO FORM:

HOWARD WILLIAMS
POLICE CHIEF

MICHAEL COSENTINO,
CITY ATTORNEY

FOR THE SAN MARCOS POLICE OFFICERS' ASSOCIATION:

DANNY ARREDONDO
PRESIDENT

Date: _____

CHRISTOPHER TUREAUD
SECRETARY

Date: _____

Meet and Confer
ATTACHEMENT A
 Longevity Pay

FY 2013-2015		
Years of Service	Rate	Annual Amount
1	\$4	\$48
2	\$4	\$96
3	\$4	\$144
4	\$4	\$192
5	\$4	\$240
6	\$4	\$288
7	\$5	\$420
8	\$5	\$480
9	\$5	\$540
10	\$6	\$720
11	\$8	\$1,056
12	\$8	\$1,152
13	\$8	\$1,248
14	\$8	\$1,344
15	\$10	\$1,800
16	\$10	\$1,920
17	\$12	\$2,448
18	\$12	\$2,592
19	\$12	\$2,736
20	\$17	\$4,080

CAP

**MEET AND CONFER AGREEMENT
BETWEEN
SAN MARCOS POLICE OFFICERS'
ASSOCIATION AND THE CITY OF SAN MARCOS,
TEXAS**



EXPIRES SEPTEMBER 30, 2015

[NOTE: "REDLINE COPY" WITH SUBSTANTIVE CHANGES IN BLUE TEXT](#)

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ARTICLE 1
RECOGNITION

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 142.053 et seq. of Chapter 142, excluding the Chief of Police and employees of the Police Department exempt under Texas Local Government Code Section 142.058(b), employees appointed under Texas Local Government Code Section 143.014. It is intended to include all permanent paid employees of the Police Department who have been hired in substantial compliance with the provisions of Chapter 143 of the Texas Local Government Code but does not include civilian employees, other employees, or those excluded above.

This Agreement is not intended to deny local control by the City nor restrict or diminish the management rights of the City except as expressly provided by this Agreement under section 142.059 of the Texas Local Government Code.

ARTICLE 2
DEFINITIONS

1. "Agreement" refers to this Meet and Confer Agreement, negotiated between the City of San Marcos and the San Marcos Police Officers' Association.
2. "Association" means the San Marcos Police Officers' Association.
3. "Day" means each calendar day inclusive of weekends and holidays.
4. "Chief" ~~or "Department head"~~ means the Chief of Police of the City of San Marcos, including any interim or acting Chief of Police.
5. "City" means the City of San Marcos.
6. "College hours" "Degree" or "College Degree" shall mean credit hours or degree from a college or university recognized by the Southern Association of Colleges and Schools or a similar regional association recognized and approved by the United States Department of Education.
7. "Commission" means the Firefighters and Police Officers Civil Service Commission of the City of San Marcos.
8. "Department" means the Police Department of the City of San Marcos.
9. "Director" means the Director of the Firefighters' and Police Officers' Civil Service Commission.
10. "Party" or "Parties" means the City of San Marcos and the San Marcos Police Officers' Association.
11. "Police Officer" or "Officer" means a person who is a peace officer under Article 2.12, Code of Criminal Procedure or other law and who is employed by the City of San Marcos Police Department.
12. "Promotional bypass" means the right of the Chief to not appoint the top person on the promotional eligibility list as per Section 143.036 of the Texas Local Government Code and the Officers right to request review.
13. "TLGC" means the Texas Local Government Code.

ARTICLE 3
HIRING

Section 1. Procedure for Filling Vacant Entry Level Positions

(a) The Commission shall adopt rules in accordance with this article and Chapter 143 provisions incorporated by this article to fill vacant positions through the Department hiring process for entry-level positions.

(b) Appointment to a Vacant Position

(i) To fill a vacant position in the Department, the [Department HeadChief](#) shall request in writing from the Commission, and the Director shall certify to the [Department HeadChief](#), the names of suitable persons from the entry-level eligibility list and any reinstatement list under Section 143.085. Upon exhaustion of any reinstatement list, if there is a single vacancy, the [Department HeadChief](#) may fill the vacant position by appointing any qualified person meeting current hiring standards who is on the eligibility list. The next four vacancies shall be filled as provided in section 143.026, it being the intent that the [Department HeadChief](#) may fill every fifth vacancy from any qualified person meeting current standards who is on the eligibility list.

Section 2. Eligibility List

(a) This Article shall supersede Section 143.025 of the Texas Local Government Code to allow for more than one eligibility list to be in effect at the same time which subsequent list shall be utilized upon the exhaustion or expiration of the prior list.

(b) Additional points may be awarded only to an applicant with a passing score as follows:

Prior Experience:

Two (2) years prior civilian law enforcement experience 5 points
(Excludes military or corrections experience)

OR

Two (2) years prior honorable military experience 5 points
(Honorable discharge from United States Armed Forces)

*No cumulative points for law enforcement or military experience are allowed. The maximum total additional points are five (5) points.

Additional points, if any, shall be added only to the applicant's passing score.

ARTICLE 4
NEW HIRE PROBATIONARY PERIOD

The probationary period for newly hired Police Officers shall commence from date of hire and continue through the 365th day following the date of commission as a San Marcos Police Officer. To the extent that this provision is in conflict with the Texas Local Government Code, Chapter 143, including Section 143.027, this provision shall prevail.

ARTICLE 5
WAGES AND COMPENSATION

Section 1. Hourly Base Pay

The base hourly rate for Police Officers (19A-19F), Corporal, Sergeant, and Commanders shall be determined as follows:

- (a) For the First Contract Year. The base hourly rate increases effective October 1, 2012 will be 0%.
- (b) For the Second Contract Year. The base hourly rate increases effective October 1, 2013 will be 1%.
- (c) For the Third Contract Year. The base hourly rate increases effective October 1, 2014 will be 0 %.

Section 2. Shift Differential Pay

Each non-probationary Officer who reports to work for his regularly scheduled shift which begins between the hours of 4:00 P.M. (on or after) and 12:00 midnight shall receive shift differential pay in the amount of \$100 per month. Officer's must work at least half of the regularly scheduled shifts (80 hours or more) in the calendar month, which shifts must commence between 4:00 P.M. (on or after) and 12:00 midnight, to be eligible for the shift differential pay for that calendar month.

Section 3. Longevity Pay

1. Employees with time in the Department:
 - a. Employees will earn longevity pay by the attached longevity schedule for years of service with "the Department". Longevity pay is capped after 20 years of service.
 - b. Employees with prior service time in other departments of the City preceding the Agreement will also receive compensation for that prior service time at the rate outlined in the Handbook.
2. Employee transfers following implementation of Agreement:
 - a. Transfers between the Fire and Police Department after October 1, 2009 will receive compensation for time in "the department" as defined in item 1a above, at the rate in the longevity schedule for the department they are transferring to as outlined in the Agreement.
 - b. Employees not covered by an Agreement will receive longevity as outlined in the Handbook.

3. The total longevity payment will not exceed the maximum cap established in the Longevity Schedule attached to the approved Agreement (20 years of service).

3-4. Effective January 1, 2013 Longevity Pay will be paid annually in November.

Section 4. Educational Incentive Pay

Educational Incentive Pay shall be provided to officers who qualify for such payment by furnishing documented proof of an Associate, Bachelor, or Master Degree. Incentive payments will be provided at the highest single degree as follows:

Associate Degree	\$25 per month
Bachelor Degree	\$50 per month
Master Degree	\$75 per month

Section 5. Assignment Pay

a. Officers who have successfully completed their probationary period and hold the rank of police officer, corporal or sergeant and may be assigned by the Chief to perform Special Assignments. Special Assignments shall be on an as needed basis by the Chief in his or her sole discretion.

b. Categories:

1. Canine handlers.
2. Criminal investigations/narcotics.
3. Crime prevention.
4. Training/field training.
5. School resource.
6. Downtown/outlet mall.
7. Motorcycle patrol duty.
8. Mental health officer duty
9. SWAT
10. Crisis Negotiating Team

c. Compensation:

1. Officers are eligible to receive compensation for only one assignment at any given time. For example, the assignment pay amount is capped at the amount for one assignment. Should the amounts be different, the cap will be the highest single amount.
2. Assignment Pay is \$160 per month.

d. Maximum Amount / Cap: Officers are eligible to receive pay for only one assignment at any given time. For example, the assignment pay amount is capped at the amount for one assignment. Should the amounts be different, the cap will be the highest single amount.

Section 6. On Call

Effective on the date of this Agreement DetectivesOfficers assigned to Narcotics or to Criminal Investigations who are assigned to be and are actually on call for one week in every other calendar month will receive additional compensation in the amount of Forty Dollars (\$40.00) per month.

Section 7. Bilingual Pay

a. Effective on the date of this Agreement Bilingual pay will be paid at the rate of \$40.00 per month for Officers certified under standards established by the Chief and assigned to the bilingual program. The bilingual program shall include and is limited to Spanish and sign language for the deaf. Officers will not be paid cumulatively if they are certified in both.

b. It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of Sections 143.041 and 143.042 of the Texas Local Government Code.

Section 8. Implementation/Administration

The City shall establish procedures for the administration of premium pay. Police Officers are responsible for submitting a request for premium pay. Requests for Education or Bilingual pay must include transcripts or documentation of eligibility to receive the pay. All certifications must be current to receive premium pay.

It is expressly agreed and understood that the City reserves the right to prorate any monthly pay in biweekly equivalents for twenty four (24) pay periods.

Section 9. Premium Holidays

a. The following Holidays will be recognized as "Premium Holidays": New Year's Day, 4th of July, Thanksgiving Day and Christmas Day.

b. Officers whose shift begins within the 24 hour period on which the actual holiday falls, will be paid 1 ½ time pay for that shift.

c. Officers working an overtime shift are not entitled to additional compensation. In no case will an employee be paid at a rate more than 1 ½ times.

d. This section is in addition to the holiday provision in the Employee Handbook.

Section 10. Statutory Preemption

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and Chapter 143 Sections 143.041(b), 143.042, 143.044, and 143.047), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 6
RESIDENCY INCENTIVE

Effective on the date of this Agreement and subject to the appropriation of funding for the program during each fiscal year, an Officer (excluding spouses and other household members who are also Officers) who moves into and agrees to maintain his principal residence and actually resides within the City limits of the City may be eligible for residency incentive. The terms, conditions, eligibility, and amount of such program shall be determined by the City. The parties agree that this Article supersedes any conflicting provisions of Section 150.021 and Section 143.041(b) Texas Local Government Code and any other provisions of Chapter 143.

ARTICLE 7
OVERTIME

Officers assigned Patrol duties in the Patrol Division may at the election of the City be scheduled to work a schedule of eighty (80) hours over a fourteen (14) day work period. Officers will not be paid overtime until the Officer actually works more than eighty (80) hours in a fourteen (14) day work period. Scheduled holidays, authorized bereavement leave, vacation leave and jury duty, which hours occur during regularly scheduled duty hours, will be considered hours worked for purposes of calculating overtime as per City policy. This Article prevails over TLGC §142.0015(f)-(j) to the extent of any conflict as provided by TLGC §142.067. It is agreed by both Parties that this provision of the Agreement shall remain in full force and effect through September 30, 2017 or until superseded by a subsequent agreement.

ARTICLE 8
COMPENSATORY TIME

As permitted by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(o), the City may compensate eligible non exempt Officers with compensatory time in lieu of overtime compensation required by the FLSA, 29 U.S.C. § 207 or Article 7. Such compensatory time will be at a rate of not less than one and one-half hour for each hour of employment for which overtime compensation is required by 29 U.S.C. § 207 or Article 7. Only assignments as School Resource Officers are eligible to accrue compensatory time as per policies of the Police Department.

This Article supersedes any and all contrary agreements or understandings related to compensatory time arrived at between the City and any individual member of the bargaining unit during the term of this Agreement. If this Agreement expires, any lawful contracts or understandings that were made with individual Officers regarding compensatory time, including that contained in existing policy, will apply.

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 9
RESPONSE TIME

The City policy in Section 7.60 of the City Employee Handbook regarding a timely response applies to all Officers hired after January 1, 2010 as a condition of employment. The reasonable response time for such Officers regardless of assignment is established to be forty (40) minutes from their permanent residence to the corporate City limit. The parties agree that this Article supersedes any conflicting provisions of Section 150.021 and Chapter 143 of the Texas Local Government Code.

ARTICLE 10
ASSOCIATION BUSINESS LEAVE

Section 1. Time Off For Association Business

An Association business leave time pool (the ABL Pool) shall be created for the purpose of conducting Association business. Association business is defined as time spent in Meet and Confer or similar negotiations, adjusting grievances, attending the annual State CLEAT conference, the Association's Executive Board meetings, and regular Association business meetings.

Section 2. Establishment of Association Leave Time Pool

The ABL Pool shall be funded during the first pay date of each calendar year by reduction of accrued vacation leave in the amount of five (5) hours for each member of the San Marcos Police Officers Association with the approval of this agreement by a majority vote of the Police Officers of the San Marcos Police Department. Once a contribution has been made to the ABL Pool, there shall be no transfer of leave back into any individual officer's leave account and there will be no cash payout for any remaining time in the Pool. Any bargaining unit member who does not wish to contribute their five (5) hours of vacation leave in any calendar year must provide notice in writing to the Director at least thirty (30) days prior to the beginning of that calendar year.

Any hours up to 400 hours not used in one (1) year will remain in the Pool to be utilized the following year. Such pool hours shall never have any cash or surrender value. The City will track contributions to and deductions from the ABL Pool.

Section 3. Use of Association Business Leave Time Pool

All use of Association business leave will be requested in writing by the Association President, and submitted in advance for approval by the Chief. The Chief may waive the requirement that the request and approval be in writing. Requests for use of Pool time shall be made as far in advance as is practicable but no less than 48 hours before the date requested. There shall be no entitlement for overtime pay for any hours worked on Association business as such time is not for the benefit of the City but for the sole benefit of the Association. Unless approved by the Police Chief, not more than 3 members may be on ABL leave at the same time and such leave may be cancelled by the Police Chief in the event of an emergency or shortage of manpower as determined by the Chief which action shall not be reviewable by any administrative or judicial body or subject to grievance.

Section 4. Indemnification

THE ASSOCIATION SHALL JOINTLY DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY, ITS OFFICIALS AND EMPLOYEES, AND HOLD THEM HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 11
SICK LEAVE AND VACATIONS

Section 1. Sick Leave

Notwithstanding TLGC 143.045, Officers will accrue sick leave on the basis of hours, not working days. Officers will be entitled to accrue up to one hundred and twenty (120) hours per calendar year, use, and accumulate sick leave as per City policy. An Officer who leaves the classified service for any reason is entitled to payment for his/her accumulated sick leave but not more than seven hundred and twenty (720) hours of sick leave. This provision shall, to the extent of any conflict, supersede, any state statute, including TLGC §143.045, any City ordinance, City policy, Police Department rule or Local Civil Service rule.

Section 2. Vacation

Notwithstanding TLGC §143.046, Officers will accrue vacation leave on the basis of hours, not working days. Officers with less than ten (10) years of service will accrue up to of one hundred twenty (120) hours of vacation leave per calendar year, and Officers with ten (10) years of service or more shall accrue one hundred and sixty (160) hours per calendar year. Officers will use and accumulate vacation leave as per City policy. This provision shall, to the extent of any conflict, supersede, any state statute, including TLGC §143.046, any City ordinance, Police Department rule or local Civil Service rule.

Section 3.

At time of separation, an Officer shall be paid accumulated sick leave and vacation leave as per City policy at the hourly rate of base pay at time of separation. This provision shall, to the extent of any conflict, supersede any state statute, including TLGC §143.045 and 143.046, any City ordinance, City policy, Police Department rule or Local Civil Service rule.

ARTICLE 12
PROMOTIONS

Section 1. _____ Eligibility for Promotion

A. Police Corporal

1. An Officer is not eligible for promotion to the classification of Police Corporal unless the Officer has served in the Department in the next lower classification for at least four years immediately before the police corporal promotional examination date.
2. If there are not sufficient Police Officers with 4 years or more service in the next lower classification who have timely applied to take the examination to provide an adequate number of persons to take the police corporal examination, the ~~commission~~ Director may open the examination to persons in that position with three or more years service.
3. If there are not sufficient Police Officers with 3 or more years service in that position to who have timely applied to take the examination to provide an adequate number of person to take the police corporal examination, the ~~commission~~ Director may open the examination to persons in that classification with two or more years service.

B. Police Sergeant

1. A Corporal is not eligible for promotion to the classification of Police Sergeant unless the officer has served in the Department in the next lower classification for at least two years immediately before the police sergeant promotional examination date.
2. Corporals shall attend a mandatory supervisory or management training program approved by the Chief designed for that rank of no less than 40-hours to be eligible to take the sergeant promotional examination.
3. Corporals must also have an Associate Degree or at least 60 hours (with a passing grade) of college hour credits from an accredited college or university to be eligible to take the sergeant promotional examination.
4. The Chief shall reasonably schedule all eligible Corporals to attend the approved mandatory supervisory or management training program. The failure or refusal of an Officer to participate in the training program for any reason shall not constitute a basis for any grievance or for any judicial or other administrative relief. Exceptions to the training requirement due to unusual circumstances may be granted by the Civil Service Commission.
5. If there are not a sufficient number of police corporals meeting the requirements outlined above with two years of service to take the examination, the Director shall open the examination to corporals/officers who meet the requirements outlined above as follows:
 - a. First, Corporals with less than two years of service meeting the aforementioned education requirements.
 - b. Second, If there are insufficient Corporals in step "a" above, all Corporals not meeting the educational requirement.
 - a-c. Third, If there are insufficient Corporals in steps "a" and "b" above, then officers with at least four years or more of service and educational requirements.

~~C. Every promotional eligibility list for Police Corporal and Sergeant shall be valid for a period of eighteen (18) months after the date of the promotional examination~~

D. Police Commander

Sergeants shall have a Bachelor Degree to be eligible to take the Commander promotional examination and participate in the promotional process.

1. Section 2. Promotional Examination for Police Commander Eligibility:

A. Persons having held the rank of Police Sergeant for a period of at least two (2) continuous years immediately before the examination date shall be eligible to take the promotional examination to the rank of Police Commander.

B. In the event all eligible candidates fail the written portion of the promotion examination or in the event an insufficient number of candidates signs-up to take the examination which follows, all sergeants who meet the aforementioned education requirement regardless of time-in-rank may be eligible for the examination for promotion to Police Commander.

C. In the event all eligible candidates in step 2 above fail the written portion of the promotion examination or an insufficient number of candidates sign up to take the examination which follows, all sergeants, regardless of education, who meet the time in grade requirements may be eligible for the examination for promotion to Police Commander.

2. Examination:

The promotional examination for the rank of Police Commander shall consist of two parts as follows:

A. Written Examination

Shall consist of questions relating to the duties of the classification of the position to be filled. All notice of written examinations and publishing of study material shall be in accordance with Chapter 143 Local Government Code and the rules established by the Firefighter and Police Officer Civil Service Commission. A score of 70% on the written examination shall be considered a passing score. In the event that written examination scores are the same, the ranking of those scores shall be done on the basis of rules established by the Fire and Police Civil Service Commission. All test participants with passing grades, up to a maximum of the top 20 (twenty), shall be allowed to continue on to the next phase of the examination process, the Assessment Center.

B. Assessment Center

1. The Assessment Center Board shall consist of three members, which shall be persons from outside the San Marcos Police Department who currently hold the equivalent or higher rank being tested for in a Police Department in a city of 50,000 or more in

population. All of the assessors shall have held that equivalent or higher position for a minimum of three (3) years.

2. The City and the Association shall agree on the guidelines to be presented to the Assessment Center Board for use in their examination.
3. The Assessment Center Board shall consider all assessment center scores. There is no minimum passing score for the Assessment Center portion of the promotional process. The result of the Assessment Center shall not be appealable to the Civil Service Commission, or to arbitration through any grievance procedure, or to any judicial or administrative body.
4. The formula for arriving at a final score for both written examination (A) and assessment center (B) scores will be the following:

40 % Written Examination score *plus* 60 % Assessment Center score = Final Score

Example:

(.4) (88 written exam score) + (.6) (56 assessment center score) = 35.2 + 33.6 = 68.8
(Final Score)

C. Eligibility List

Within seventy-two (72) hours of the completion of the Assessment Center Process, excluding weekends and holidays, an eligibility list shall be prepared and posted with the respective ranking of all promotional candidates based on the candidate's final score based on the formula specified in B (4.) of this Article.

Section 3. Life of the Eligibility List ~~for Police Commander~~

Every promotional eligibility list ~~for Police Commander~~ shall be valid for a period of eighteen (18) months after the date of the written examination or Assessment Center, notwithstanding any pending disputes, appeals or litigation concerning an applicant's score or right to promotion, unless the list is exhausted.

Section 4. Chief's Review of Promotability

The parties understand and agree that in considering an Officer for promotion, the Chief and the Officer shall have all rights and privileges as contained in Chapter 143 Texas Local Government Code regarding promotability, (i.e. promotional bypass).

Section 5. Preemption

This Article preempts any conflicting state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 13
MINOR SUSPENSIONS

Section 1. Use of Leave In Lieu of Minor Suspension Without Pay

Within five (5) days of receipt of the statement of suspension without pay of ~~five (5) days~~ forty (40) hours or less, the Officer may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an Officer has received a disciplinary suspension within the preceding twenty four (24) month period, the Officer may only forfeit vacation or holiday time with the ~~Department Head~~ Chief's permission. The Officer must agree that there is neither right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the Officer must sign a waiver of appeal and agree to the suspension.

Section 2. Appeals of Suspensions of Twenty Four (24) hours ~~3 Days~~ or less

Officers who receive a suspension without pay for ~~less than twenty four (24) hours~~ three (3) days or less may only appeal their suspension, unless waived in accordance to Section A above, to the Firefighters and Police Officers' Civil Service Commission and the provisions of TLGC section 143.057 shall not apply to such suspensions.

ARTICLE 14
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable exclusive_method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

Section 2. Application of Procedure

If either the City or the Association has a dispute with the other Party regarding this Agreement that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its [Department HeadChief](#) or designee. An Officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Grievance Committee, and must also be signed by the Association President.

Each grievance shall be written and state: 1) a brief statement of the dispute and the factual basis for the dispute; 2) identify the applicable sections of this Agreement alleged to have been violated; 3) identify the specific remedy or adjustment sought; and 4) be signed by the aggrieved Officer, or if filed by the Association, the Association President or Grievance Committee Chairman. Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within thirty (30) calendar days of the date when the employee knew or reasonably should have known of the claim.

Disputes by the Association or an aggrieved Officer must proceed following these steps:

Step 1.

An aggrieved Officer must submit his grievance to the Association Grievance Committee within fifteen (15) calendar days of the date upon which the Officer knew of, or should have known of, the facts giving rise to the dispute the basis of the grievance. A complete copy of the grievance shall be forwarded to the [Department HeadChief](#) within three (3) calendar days of the submission to the Committee. The Association Grievance Committee shall meet within fourteen (14) calendar days of receipt of the grievance and determine whether a meritorious grievance exists. If the Grievance Committee determines that no meritorious grievance exists, it shall notify the [Department HeadChief](#) within three (3) calendar days of such determination and that no further proceedings will be necessary. If the Grievance Committee determines that a meritorious grievance exists, it shall proceed to submit the grievance to the [Department HeadChief](#) within five (5) calendar days of the date of the Committee determination.

Step 2.

The ~~Department Head~~Chief may require by policy for submission of contract disputes within the chain of command, but shall determine the matter within thirty (30) calendar days of its receipt from the Association. The ~~Department Head~~Chief shall make his or her determination in writing.

Step 3.

If the grievance is not resolved in Step 2, the Association Grievance Committee may advance the grievance by submitting the written grievance to the City Manager or his designee within ten (10) business days of receipt of the ~~Department Head~~Chief determination. The City Manager or his designee shall review the grievance and render a decision in writing to the Association Grievance Committee within ten (10) business days of receipt of the grievance.

Step 4.

Either Party shall have the right to seek mediation of the dispute by requesting same within ten (10) business days from the date of delivery of the City Manager's or his designee's decision. The mediation shall proceed before a mutually agreed mediator or a mediator from the Federal Mediation and Conciliation Service. If the representatives have not been successful in resolving the issue within sixty (60) calendar days, the matter may proceed to arbitration if agreed in writing by both the City and the Association. If arbitration is not mutually agreed to in writing by both the City and the Association, the matter may proceed as provided for under section 142.064(c) of the Texas Local Government Code.

Section 3. Arbitration

If arbitration is mutually agreed to in writing by the City and the Association, the Parties agree that either, or both, can request a list of seven (7) arbitrators from the American Arbitration Association within seven (7) calendar days of mediation, and once received, the Parties shall strike names from the list until a single name remains. That person shall be appointed arbitrator for the dispute unless the arbitrator fails or is unable to hear the matter in which case a new list will be requested and the process repeated. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association..

The hearing shall be held in available facilities of the City of San Marcos and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) timely submitted in the dispute statement or by written agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) calendar days after close of the hearing.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. If the City agrees to arbitration, any finding or ruling of the arbitrator on any legal issues which are determinative in the dispute are subject to judicial review. The arbitrator shall not have authority to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues timely

submitted in the grievance as originally submitted in Step 1 and shall confine his decision to the interpretation of this Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud, collusion, or unlawful means, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be waived or extended by written mutual agreement by the Parties. Failure to adhere to the time limit at Step 1 shall result in the matter being considered satisfied and no further action shall be taken. If the last day of an time period herein falls on a Saturday, Sunday or City holiday, the time period will be extended to the next business day.

ARTICLE 15
CITY PROPERTY OFF-DUTY SPECIAL DUTY WORK

Section 1. Introduction

The existing policies for off-duty employment shall prevail, except that on matters involving jurisdiction or conflict of interest, the Chief shall have the right to amend the existing policies, which shall not be subject to grievance procedure outlined in Article 14 of this Agreement except by mutual written agreement.

Section 2. Use of Sworn Personnel at Certain City Facilities

- A. The City shall utilize only sworn officers on a voluntary basis for the purposes of providing security, crowd control, and other police-related activities at the City facilities listed herein. This shall not include ticket takers, badge checkers, or individuals whose duty is to enforce house rules. The Association recognizes that the City has legitimate reasons to work with performers or entertainers special security needs. The City shall include in every third party contract executed after the date of this Agreement, for the use of these City facilities that any vendor or lessee using said facility shall use only sworn officers procured through the City of San Marcos Police Department for security, crowd control and other police-related activities while using the facility, and that number of officers determined to be necessary by City policy shall be paid by the vendor or lessee.

For the purposes of this article, City facilities shall include only the following:

- (1) The San Marcos City Activity Center at 501 E. Hopkins Street,
 - (2) Dunbar Recreation Center, 801 Martin Luther King Drive,
 - (3) City Park San Marcos Recreation Center, 170 Charles Austin Drive,
 - (4) Fish Hatchery, 206 N. CM Allen Parkway.
- B. All Officers assigned to work at the above listed City facilities on an off-duty voluntary basis shall be compensated as follows. Police Officers, regardless of seniority, rank, or other compensation, shall be paid **Thirty five Dollars (\$35.00) per hour**. All payments will be made directly to the Officer by the vendor/lessee as per City policy. In no event shall the City be liable for the compensation due the Officer.
- C. The number of Officers needed at any one such property or facility shall be pursuant to City policy. The Chief shall establish and maintain a Department Procedure for administering this Section. The special order shall include sign-up, notification on a rotating basis, and other policies necessary for the administration of this Section.
- D. Officers who "volunteer" their time, without remuneration of any type, may work events and neither the Officer nor the Association may assert any violation of this Article should another Officer volunteer to work the event at the facility. "Volunteers" are not exempt from the requirements for off-duty employment of City facilities, even where such volunteers under this paragraph are working on City facilities, and written permission for volunteers to work on City facilities must be approved by the Office of the Chief or his designee.
- E. Nothing in this Article precludes the City from utilizing personnel from private security companies to provide day-to-day security for any City facility including the facilities listed paragraph A above.

- F. The Police Department shall first be required to call or otherwise make available the opportunity for off-duty placement to SMPD personnel, and then to non-SMPD certified peace officer City employees. After having done so, the City may fill any remaining need for certified personnel with employees of other agencies outside the City organization.
- G. This article is conditioned on the Association obtaining and coordinating any paperwork necessary to comply with the Private Security Act of Texas or other applicable law.
- H. Section 7(p) (1) of the Fair Labor Standards Act makes special provisions for officers of public agencies that, at their own option, perform off-duty employment. This FLSA section and regulation provides that the City may facilitate the employment or affect the conditions of the Officer's off-duty employment. Additionally, the City may keep a roster and select from the roster, negotiate the Officer's pay, retain a fee for administrative expenses, require the individuals who are hiring the Officers to pay the costs directly to the City and establish procedures for the Officers to receive their pay, and require Officers to observe normal standards of conduct during their off-duty employment and enforce such requirements through disciplinary action.

Nothing herein is intended or designed to impugn the separate and independent employer relationship of outside interests utilizing City facilities. The City and the Association have a continued relationship within the scope of the Agreement that allows the City to negotiate Officer pay rates and conditions of off-duty employment while maintaining a separate and independent status from the individuals contracting to utilize these City facilities and off-duty Police Officers.

- I. Officers participating in the off-duty employment opportunities provided through this Agreement are working off-duty for the lessees of City facilities and not for the City or the Department. In the event of any ruling or holding by a Court or any determination by the Department of Labor that non-payment by vendors makes the City liable for FLSA overtime as the employer of officers, the City may require that officers sign an agreement agreeing to look solely to the vendor for payment.
- J. In the event of any ruling or holding by a Court or any determination by the Department of Labor that results in altering or changing the benefits provided by this Agreement under this Article or challenges the ability of the City to determine compensation under this Article, or results in any liability to the City, the provisions of this Article shall immediately become null and void.

ARTICLE 16
SAVINGS CLAUSE

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 17
COMPLETE AGREEMENT

Section 1. Complete Agreement

The Parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meet and confer negotiations. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement.

Section 2. Preemption

Additionally, this Meet and Confer Agreement preempts, during the term of this Agreement and to the extent of any conflict, all contrary state statutes (including Texas Local Government Code Chapters 141, 142, and 143), local ordinances, executive orders, civil service provisions, or rules adopted by the Chief of Police or City or by any division or agent of the City, including any City personnel board and the Firefighters and Police Officers Civil Service Commission, as provided by Texas Local Government Code Section 142.067.

ARTICLE 18
DURATION OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall become effective after ratification pursuant to Texas Local Government Code Section 142.064 by the recognized police officers association conducting a secret ballot election at which the majority of the police officers who would be covered by the agreement favor ratifying the agreement and upon approval by majority vote of the City Council after compliance with any procedural or publication requirements imposed by Charter. It shall continue in effect until September 30, 2015, unless otherwise provided herein.

Section 2. Funding Provision

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues, reasonably anticipated and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In making funding determinations in the second and subsequent fiscal years of this Agreement following ratification, the City Council may consider operational and administrative costs including its debt service obligations, the increases in other employee personnel costs, and the obligations arising under this Agreement. If at any time it is determined by the City that it would not be able to meet its financial obligations hereunder after considering the above listed factors, the Association and the City may mutually agree to renegotiate the financial provisions of this Agreement. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety. In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet City obligations hereunder this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

Section 3. No Petition to Increase Salaries

The Parties agree to the salary increase provided for in Article 5 and it is the Parties' intent to override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, or pay during the term of this Agreement.

Section 4. Coordinated Programs with Other Governmental Bodies

Upon the effective date of this Agreement, both Parties agree to protect and defend the provisions of this Agreement against any unauthorized challenges at local, state and national legislative levels of government. Both Parties agree to not file or support any legislative effort that affects the terms and

conditions of this Agreement, that has not been mutually agreed to by both Parties. In the event any Officer covered by this Agreement who is not representing the Association attempts to violate any of the provisions of this Article, he/she shall be prohibited from utilizing any of the provisions of this Agreement or any other similar statutory authorization that allows an Officer to petition a governmental body.

Section 5. Extension for Successor Agreement

If the parties are engaged in negotiations for a successor Agreement at the time this agreement, as amended, expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during an period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

EXECUTED THIS _____ DAY OF _____, 2012.

FOR THE CITY OF SAN MARCOS, TEXAS:

JAMES R. NUSE
CITY MANAGER

Date: _____

ATTEST:

JAMIE LEE PETTIJOHN
CITY CLERK

APPROVED:

APPROVED AS TO FORM:

HOWARD WILLIAMS
POLICE CHIEF

MICHAEL COSENTINO,
CITY ATTORNEY

FOR THE SAN MARCOS POLICE OFFICERS' ASSOCIATION:

DANNY ARREDONDO
PRESIDENT

Date: _____

CHRISTOPHER TUREAUD
SECRETARY

Date: _____

Meet and Confer
ATTACHEMENT A
 Longevity Pay

FY 2013-2015		
Years of Service	Rate	Annual Amount
1	\$4	\$48
2	\$4	\$96
3	\$4	\$144
4	\$4	\$192
5	\$4	\$240
6	\$4	\$288
7	\$5	\$420
8	\$5	\$480
9	\$5	\$540
10	\$6	\$720
11	\$8	\$1,056
12	\$8	\$1,152
13	\$8	\$1,248
14	\$8	\$1,344
15	\$10	\$1,800
16	\$10	\$1,920
17	\$12	\$2,448
18	\$12	\$2,592
19	\$12	\$2,736
20	\$17	\$4,080

CAP