

**Meet and Confer Agreement Between
The City of Balch Springs
And
Balch Springs Police Association**

Fiscal Year 2013-2014

ARTICLE 1

AUTHORITY AND RECOGNITION

The City of Balch Springs, Texas, (hereinafter “the City”), and the Balch Springs Police Association (hereinafter “the Association”) have voluntarily met and reached agreement on the conditions set forth in this Agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142, et seq., Subchapter B.

Unless changed as prescribed in Section 142.056, Texas Local Government Code, the City recognizes the Association as the sole and exclusive bargaining agent for the covered Police Department police officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under Section 142.058(b) of the Texas Local Government Code, in accordance with Subchapter B of Chapter 142 of the Texas Local Government Code and the petition. It is intended to include all permanent paid employees of the Police Department who have been hired in substantial compliance with provisions of Chapter 143 of the Texas Local Government Code but does not include civilians or other employees.

In consideration of this authority, the Association agrees to act impartially and without discrimination on behalf of all affected police officers, irrespective of their membership status in the Association.

ARTICLE 2

DEFINITIONS

1. “Agreement” means the Meet and Confer Agreement entered between the Association and the City.
2. “Association” means the Balch Springs Police Association, its elected leaders and its collective membership.
3. “City” means the City of Balch Springs, its mayor, city council members, city manager, police chief and those persons designated by the City to manage the City and its Police Department.
4. “CLEAT” means the Combined Law Enforcement Associations of Texas.
5. “Commission” means the City of Balch Springs Firefighters’ and Police Officers’ Civil Service Commission.
6. “Department” or “Police Department” means the Balch Springs Police Department.

7. "Department Head" means the Police Chief or acting/interim Police Chief of the Police Department.
8. "Officer" means a member of the Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code and who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
9. "Parties" means the City and the Association.
10. "CID" means Criminal Investigation Division or Investigations Section.

ARTICLE 3

BASE SALARY AND STEPS

Annual Base Salaries

The base salary for all affected Officers and Recruits are contained in Appendix A.

- (a) An unlicensed recruit will receive the recruit pay set forth in Appendix A during attendance at a Basic Peace Officer Academy until successful completion of the Field Training Officer Program, at which time they will move to the first step available for officers.
- (b). An officer who has been hired and is a licensed Texas Peace Officer will receive salary at Step 1.

ARTICLE 4

RECRUITMENT INCENTIVE PAY

Section 1.

New Officers hired by the Police Department, and who have not worked for the City before will receive a one-time Recruitment Incentive in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (hereinafter "Recruitment Incentive") payable as follows:

1. Initial payment of One Thousand Dollars (\$1,000.00) of the Recruitment Incentive shall be paid with the first paycheck of employment.
2. The remaining Five Hundred Dollars (\$500.00) shall be paid the first pay period following the successful completion of the probationary period.

3. Should the Officer leave employment as a licensed peace officer during the initial two (2) years from date of hire, the Officer shall be responsible for repayment of such Recruitment Incentive already received by having that same amount deducted from the Officer's final paycheck.

Section 2.

An unlicensed recruit/officer hired by the Police Department and who has not worked for the City before will receive a one-time Recruitment Incentive payable under the same terms listed in Section 1. Alternatively, in lieu of the Recruitment Incentive and at the discretion of the police chief, an unlicensed police recruit may request that up to \$1,500 of the Recruitment Incentive be applied towards the cost of attending a Basic Police Officer Academy certified by the State of Texas ("Academy Incentive"). Should there be any remainder of the Academy Incentive, such remainder shall be paid to the recruit/officer at the end of the probationary period. Should the recruit/officer leave employment during the initial two (2) years from the date of hire, the recruit/officer shall be responsible for repayment of such Academy Incentive by having that same amount deducted from the officer's final paycheck.

Section 3.

The probationary period for a licensed recruit shall be one (1) year. The probationary period for a recruit/officer who is unlicensed shall be extended under the terms of this Agreement to eighteen (18) months.

ARTICLE 5

CERTIFICATION PAY

Section 1.

Officers who attain the following TCLEOSE certifications will be provided with additional pay in accordance with the following schedule and in accordance with Section 2 of this Article:

Intermediate Certificate	\$ \$50.00 per month
Advanced Certificate	\$ \$75.00 per month
Masters Certificate/Masters	\$ \$150.00 per month

Section 2.

Officers will be eligible for one certification pay amount per month and that amount will be for the highest Certificate that each Officer possesses.

ARTICLE 6

BENEFITS

Section 1. Life Insurance

The City shall provide a life insurance policy for Officers, payable to the Officer's designated beneficiary.

Section 2. Medical Insurance

The City shall provide medical insurance coverage for all Officers. Dental and Dependent coverage may be available at cost through payroll deductions. The extent, type and nature of coverage may vary from time to time, as the City Manager and/or City Council may deem appropriate. In no event shall such insurance coverage for any employee or dependent be construed to constitute an entitlement or right to future coverage of the same or similar extent, type or nature. Upon termination of employment, the City shall adhere to all federal and state laws and regulations, where applicable, regarding continuation of group health or medical coverage.

Section 3. Other Benefit Programs

The City will provide to Officers all benefit programs provided to any other city employee or otherwise provided by City policy or applicable provisions of Local Government Code Chapter 143.

ARTICLE 7

DUES DEDUCTION

Section 1. Deduction Request

Subject to Section 3, below, if an Officer desires to have his membership dues to either the Association or to CLEAT deducted by the City from his paycheck, such request shall be submitted in writing on a form provided by the City, stating the amount to be deducted each month. Any increase in deduction shall require the Officer to submit a new form.

Section 2. Submission of Deductions

The dues deducted for CLEAT shall be remitted promptly to the Administrative Office of CLEAT located in Austin, Texas. A list of those officers participating in CLEAT dues deduction shall be attached with the check.

Section 3. Indemnification

THE CITY SHALL NOT DEDUCT DUES UNTIL THE ASSOCIATION PROVIDES A SIGNED DOCUMENT FROM THE PRESIDENT OR LEGALLY AUTHORIZED AGENT OF THE ASSOCIATION AGREEING TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY CLAIMS, DEMANDS, SUITS, OR ANY OTHER FORM OF LIABILITY THAT SHALL ARISE OUT OF OR AS A RESULT OF ANY ACTION TAKEN BY THE CITY FOR PURPOSES OF COMPLYING WITH THIS ARTICLE.

Section 4. Other Deductions

During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Balch Springs police officers in employment matters unless such organization is recognized pursuant to the process outlined in Section 142.056, Texas Local Government Code.

ARTICLE 8

LONGEVITY PAY

Section 1. Initial Year.

Employees are not eligible to receive longevity pay during their first year of service.

Section 2. After Year One through Year Four.

After one (1) full year of service and up to four (4) years of service, each regular full-time employee is eligible to receive \$6.00 per month per full year of service.

Section 3. Years Five through Nine.

Five (5) through nine (9) years of service, each regular full-time employee is eligible to receive \$8.00 per month per full year of service.

Section 4. Year Ten and Beyond.

Ten (10) years of service and more, each regular full-time employee is eligible to receive \$10.00 per month per full year of service.

ARTICLE 9
VACATION LEAVE

Section 1.

An employee must work one (1) full year (12 months) before he/she is eligible to take vacation leave. After the employee reaches his/her second anniversary date of employment, then the following January will be considered as the new anniversary date for purposes of vacation calculation only.

Vacation will accrue from the second anniversary until January 1 of the following year. On January 1 following the second anniversary, the employee will receive a prorated amount of vacation representing the time from the second anniversary to the new January 1 anniversary date.

Section 2.

The following schedule shall apply for vacations to officers:

Service Anniversary Reached During Calendar Year	Days of Vacation for that Calendar Year
1 Year to 14 years	15 Days
15 Years to 19 Years	20 Days
20 Years or more	25 Days

Section 3.

In the event that available vacation time is not used by the end of calendar year, Officers may carry unused vacation time forward to the next calendar year. If the total amount of unused vacation time reaches a “cap” equal to twenty five (25) days, further vacation accrual will stop. When the Officer uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

ARTICLE 10
HOLIDAYS

Due to minimum staffing concerns for public safety, an Officer’s request for use of holiday hours may be limited as follows:

Section 1.

Once holiday hours are earned, and staffing concerns are met, there are no restrictions on when holiday hours can be used by the Officer, so long as such hours are used within the calendar year earned, subject to Section 2, below.

Section 2.

Holiday hours earned during the last quarter of the calendar year (October, November or December) may be carried over for use until the end of the first quarter of the next year (March 31, of said year).

Section 3.

All holiday hours earned but not taken by either the end of the calendar year pursuant to section 1 or end of the first quarter pursuant to Section 2 shall be lost.

ARTICLE 11

CLOTHING ALLOWANCE

At the beginning of each fiscal year a clothing allowance of \$300 shall be paid to each officer assigned to the CID unit to be used for clothing.

ARTICLE 12

2014 MEET AND CONFER SCHEDULE

Section 1.

The City of Balch Springs and the Association agree to consider entering into interim Meet and Confer negotiation sessions to discuss possible modification during the period covered under this Meet and Confer Agreement.

Section 2.

The City of Balch Springs and the Association agree to begin the “Meet and Confer” process for a future Agreement in May, 2014, subject to all other provisions having been effectuated by the Association to begin such process in accordance with state law. It is expected that the bargaining agents for the City will be selected by the second City Council meeting in May, 2014 and discussions will begin during June, 2014.

ARTICLE 13

ALTERNATIVE DISCIPLINE

Officers suspended up to a maximum of forty eight (48) hours, may forfeit either accumulated vacation, compensatory or sick time equal to the suspension to serve the suspension with no loss of paid salary. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he or she wishes to forfeit accumulated leave or exercise his or her appeal rights pursuant to Chapter 143 Local Government Code. No appeal to the Commission or to arbitration may be instituted on suspensions where the officer has forfeited accumulated vacation, compensatory or sick time pursuant to the terms of this section. The forfeited vacation, compensatory, or sick time will not constitute hours worked. This section supersedes Sections 143.052 and 143.053, Texas Local Government Code to the extent either of those sections do not allow for the process outlined in this section.

ARTICLE 14

PROMOTION PROCESS

Section 1. Using Rule of Three

When a vacancy occurs and an eligibility list exist, the Police Chief shall make the promotions as follows:

(a) The police chief shall appoint the number 1 candidate on the eligibility list unless the candidate has received within 2 years preceding the date of the appointment the following:

- (i) A final suspension of 40 hours or greater that is not under appeal; and/or
- (ii) A demotion whether voluntary or if involuntarily the demotion is final and not under appeal.

(b) In such event, the Police Chief may pass over any candidate on the eligibility list that has received discipline as described in (a) above.

(c) Notice of Passover – If the Police Chief intends to pass over a candidate, then the Police Chief shall give notice to that candidate(s) prior to notifying the candidate he intends to promote. The Police Chief shall give twenty-four (24) hours written notice to the candidate(s) that the Police Chief intends to pass over such candidate. In the event the Police Chief is unable to notify said candidate(s) of the intention to pass over within the 24 hour period (via text, email, fax or hand delivery), the Police Chief shall notify the Association president or designee.

(d) If a candidate on the eligibility list is passed-over for a reason(s) mentioned in (a) above, he/she shall have no right of appeal of the pass-over.

Section 2. Pre-emption of Chapter 143

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the agreement supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code.

ARTICLE 15

HEARING EXAMINER ROTATION AND SELECTION PROCESS

Section 1. An Officer who appeals a disciplinary action may elect to appeal to an independent third-party hearing examiner. The hearing examiner shall be selected pursuant to the procedure set forth in this Section.

Section 2. The Civil Service Director shall maintain a list of five (5) neutral Arbitrators selected by mutual agreement of the City and the Association to serve as hearing examiners (hereinafter "the rotation list"). The City and the Association shall meet within thirty (30) Calendar Days after the execution of this Agreement to select the Arbitrators. The Arbitrators who are selected shall serve until September 30, 2014, unless removed or replaced pursuant to this Section. Thereafter, the Arbitrators shall serve a one-year term and be subject to re-appointment or removal by mutual agreement of the City and the Association; provided, however, that the City and the Association may at any time remove and or add agreed-upon Arbitrators. If there is a vacancy, such as by resignation, death, or agreed-upon removal, the City and the Association shall act promptly to select enough new Arbitrators to ensure that the rotation list contains not less than five active members.

Section 3. Within ten (10) Business Days after the date an appeal is filed, the Officer and the Chief through its attorney may agree on the selection of a hearing examiner from the rotation list. If agreement cannot be reached, the Civil Service Director or his or her designee shall select the first Arbitrator on the list.

Section 4. The rotation list shall initially be in alphabetical order. After an Arbitrator is selected, by agreement or otherwise, the Civil Service Director or designee shall notify the Arbitrator of the selection. If the Arbitrator agrees to hear the appeal that Arbitrator will be designated as the hearing examiner for that appeal, and his or her name shall be moved to the bottom of the rotation list. If the Arbitrator does not agree to hear the appeal, the Civil Service Director or designee shall so notify the Parties or their representatives. The Parties shall have ten (10) Business Days from the date they are notified to agree on the selection of another hearing examiner from the list. If agreement cannot be reached, the Civil Service Director or his or her designee shall select the next Arbitrator on the rotation list, and the notice and designation process described above shall be followed.

Section 5. This process shall apply to any appealable disciplinary action or back-pay appeal and to all Officers covered by this Agreement, regardless of the Officer's affiliation with or membership in the Association or who will represent the Officer in the appeal. Thus, each time an appeal is filed by an Officer in which the Officer elects to have the appeal heard by an independent hearing examiner, an Arbitrator from the rotation list shall be selected to hear the appeal.

Section 6. In the event the written statement of suspension is delivered by mail, the deadline by which the Parties have to agree to an Arbitrator from the rotation list will be extended until ten (10) Business Days after the Officer's actual receipt of the written statement.

Section 7. The deadline by which the Officer and the Chief may agree upon an Arbitrator from the rotation list may be extended by mutual agreement of the Parties with notice to the Civil Service Director or his or her designee.

ARTICLE 16

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 method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation of a specified provision of this Agreement shall be subject to this dispute resolution procedure. Other matters involving the application or alleged violation of a specified provision may be brought under this provision.

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. The Association's representative shall be its president. The City's representative shall be its City Manager. If after thirty (30) days the representatives have not been successful in resolving the issue, the matter may proceed to mediation.

Section 3. Mediation.

If the dispute is not settled pursuant to the process outlined in Section 2 of this Article, and the Party still wishes to pursue resolution, such Party shall, within ten (10) business days from the conclusion of the process outlined in Section 2, request such matter to be mediated by submitting such request in writing to the other Party's representative. If the Parties are unsuccessful in resolving the issue in mediation with sixty (60) days from the date the Party requests mediation, the matter may proceed further to arbitration.

Section 4. Arbitration.

Should the Party still wish to seek resolution of the claim, such Party may seek to have the matter submitted to arbitration. The Parties agree that either or both can request a list of seven

arbitrators from the American Arbitration Association, and once received, the Party raising the dispute shall strike a name from the list, after which they shall alternately strike names until a single name remains. That person shall be appointed arbitrator for the dispute. The arbitration shall be held at the earliest available date.

The hearing shall be held at a location that is convenient for all parties and the arbitrator. The hearing shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be provided to both Parties within thirty (30) days after close of the hearing.

Section 5. Decision Final and Binding on Contract Interpretation.

The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the 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. On questions strictly concerning the interpretation of the contract provisions, the written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party. Any other claim by a Party that is brought under this procedure may be handled in accordance with Sections 142.064(b) and (c), Texas Local Government Code.

Section 6. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

ARTICLE 17

SAVINGS CLAUSE, PREEMPTION AND AMENDMENT

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable.

Section 2. Pre-Emption

To the extent that any of the provisions set out in this Agreement differ from Chapter 143 of the Texas Local Government Code, the Agreement supercedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Section 3. Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective parties. All Amendments shall be ratified in the same manner as provided by state law for original ratification.

ARTICLE 18

MAINTENANCE OF STANDARDS, BENEFITS AND EXISTING CONDITIONS

All economic benefits, privileges, and working conditions existing in the Police Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department. Physical items used by employees shall continue to be furnished as they have been in the past; that is, those types of items which have been furnished by the City shall continue to be furnished by the City and those types of items which have been furnished by employees shall continue to be furnished by employees.

ARTICLE 19

RATIFICATION AND APPROVAL

This Agreement shall become effective upon ratification by the Association and passage of an Ordinance indicating approval by the Balch Springs City Council, in accordance with Section 142.064, Texas Local Government Code. This Agreement shall expire on September 30, 2014.

THE CITY OF BALCH SPRINGS, TEXAS

By: _____ Date: _____
Don Hamon
INTERIM CITY MANAGER

THE BALCH SPRINGS POLICE ASSOCIATION

By: _____ Date: _____
Brandon Seery
PRESIDENT

APPENDIX A

All base pay listed below is annual salaries, movement in steps within grade for grades 2, 3 and 4 occur on the anniversary date of service in that particular pay grade.

Grade 1 Recruit
35,000

Grade 2 Officer

Step 1 44,922
Step 2 48,517
Step 3 53,398
Step 4 56,591
Step 5 59,418
Step 6 62,389

Grade 3 Sergeant

Step 1 63,309
Step 2 65,841
Step 3 68,475

Grade 4 Lieutenant

Step 1 72,435
Step 2 74,608
Step 3 76,846