

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

AGREEMENT
TOWN OF HORIZON CITY
AND HORIZON CITY POLICE OFFICER'S ASSOCIATION
AGREEMENT TIME PERIOD
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

24

25

26

TABLE OF CONTENTS

27

28	<u>ARTICLE</u>	<u>PROVISIONS</u>	<u>PAGE</u>
29		Preamble	3
30	Article I	Duration	4
31	Article II	Definitions	5
32	Article III	Association Recognition and Rights	8
33	Article IV	Management Rights	10
34	Article V	No Strike Clause	11
35	Article VI	Management Duties to the Association	12
36	Article VII	Maintenance of Standards	13
37	Article VIII	Internal Investigations	14
38	Article IX	Disciplinary and Grievance Procedures	18
39	Article X	Contract Grievances	22
40	Article XI	Safety and Equipment	25
41	Article XII	Seniority	26
42	Article XIII	Off-Duty Employment	27
43	Article XIV	Promotions	28
44	Article XV	Drug-Free Workplace	26
45	Article XVI	Reimbursement for Lost, Damaged or Stolen Items	28
46	Article XVII	Training and Continuing Education	29
47	Article XVIII	Personnel Files	30
48	Article XIX	Wages and Compensation	32
49	Article XX	Benefits	34
50	Article XXI	Closing Statements	35

|

PREAMBLE

52

53

54 The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as
55 the City and Horizon City Police Officers Association, hereinafter referred to as the Association, is
56 recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The
57 City and the Association agree that the efficient and uninterrupted performance of the municipal
58 police function is a primary purpose of this Agreement, as well as the establishment of fair and
59 reasonable compensation and working conditions for the Police Officers of the City. The Agreement
60 has been reached through the process of collective bargaining with the City and its Police Officers.
61 The Agreement therefore, is intended to be, in all respects, in the public interest.

62

63

64
65
66
67
68
69
70
71

ARTICLE I

DURATION

This agreement will be effective as of the 1st day of October, 2013, and shall remain in full force and effect until the 30th of September 2016, or until such time as a successor agreement is reached, whichever is later.

72 **ARTICLE II**

73 **DEFINITIONS**

- 74
- 75 1. “Agreement” refers to this Collective Bargaining Agreement negotiated between the TOWN
76 OF HORIZON CITY and the ASSOCIATION;
- 77 2. “Association” means the Horizon City Police Officers’ Association.
- 78 3. “Association’s Grievance Committee” means the grievance committee established by the by-
79 laws of the Association.
- 80 4. “Bargaining Agent” refers to the duly recognized ASSOCIATION and the designated sole and
81 exclusive bargaining agent, which for this contract is the COMBINED LAW
82 ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
- 83 5. “Base Pay” means the rate of pay set out in Section 2 and section 3 of the Wages and
84 Compensation Article of this Agreement, and does not include any other incentive pay
85 programs (i.e., longevity, certificate, or shift differential pay).
- 86 6. “Budget” (Fiscal) Year – refers to a CITY’s fiscal year commencing on October 1 and ending
87 on September 30 of the subsequent year.
- 88 7. “Calendar Year” refers to a year beginning on January 1 and ending on December 31 of that
89 year.
- 90 8. “Chief” means the Chief of Police of the Town of Horizon City, Texas.
- 91 9. “City Personnel Policy or Policies” – refers to the Town of Horizon City Personnel manual,
92 and Horizon City Police Procedure Manual as they may be amended.
- 93 10. “City” means the TOWN OF HORIZON CITY, TEXAS.
- 94 11. “Effective Date” refers to the date established as the effective date or on which the terms and
95 conditions of the Agreement are formally adopted and approved by both the ASSOCIATION
96 and the TOWN OF HORIZON CITY, TEXAS, whichever is later
- 97 12. “Employee” means any sworn police officer employed in the Police Department of the City,
98 with the exception of the Chief of Police “Employer” means the TOWN OF HORIZON
99 CITY, TEXAS.
- 100 13. “FLSA” refers to the Fair Labor Standard Act, as amended;

- 101 14. "Gender"- Reference to the male gender throughout this Agreement shall have equal force and
102 include reference to the female gender.
- 103 15. "Grievance" for purposes of this Agreement is defined as any dispute, claim, or complaint
104 involving the interpretation, application or alleged violation of a provision or provisions of
105 this Agreement, as raised by the Grievance procedures in this Agreement.
- 106 16. "Holiday" shall refer only to City recognized holidays, such holiday to begin at 12 o'clock
107 a.m. and end at 11:59 p.m. on the specified day.
- 108 17. "Management" means any person acting on behalf of the City in the administration of this
109 Agreement.
- 110 18. "Officer" means any sworn Police Officer of the City with the exception of the Chief of
111 Police.
- 112 19. "Paid Time Off" refers to any time period for which an employee is entitled to receive pay
113 without actually being at work for that time period.
- 114 20. "Parties" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
- 115 21. "Probationary Officer" means a newly hired Police Officer during the first six (6) months of
116 employment, or the completion of the field training officer program, whichever comes first,
117 during which time the Police Officer has no right to the grievance (appeal) procedures
118 provided in Article IX.
- 119 22. "Promotion" means advancement from a lower rank to a higher rank within the Department.
- 120 23. "Seniority" means the total years of service with the town of HORIZON CITY POLICE
121 DEPARTMENT serving in a law enforcement capacity;
- 122 24. "Strike" means, whether done in concert or individually, a failure to report for duty, the
123 willful absence from one's position, the stoppage of work, or the abstinence in whole or in
124 part from the full, faithful, and proper performance of the duties of employment (including,
125 but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for
126 the purpose of inducing, influencing, or coercing a change in the conditions, compensation,
127 rights, privileges, or obligations of employment.
- 128 25. "TCLEOSE" shall refer to the Texas Commission on Law Enforcement Officers Standards
129 and Education. or any successor agency.

131

132

133 **ARTICLE III**

134 **ASSOCIATION RECOGNITION, RIGHTS AND DUTIES**

135
136 **SECTION 1 Recognition**

137 The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit
138 consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes
139 the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for
140 the Association.

141
142 **SECTION 2 Payroll Deductions**

- 143
144 A. The City shall deduct monthly Association dues from each individual member who has
145 voluntarily authorized Association dues deductions.
- 146 B. Any individual member of the bargaining unit wishing to voluntarily withdraw his/her
147 authorization for Association dues deduction must personally sign the appropriate form as
148 required by the City.
- 149 C. The City shall notify the Association in writing of any member who revokes or adds
150 his/her authorization for any deduction herein within thirty (30) calendar days from the
151 revocation or addition of the deduction.
- 152 D. The amount of the deductions shall be set forth in any deduction authorized by individual
153 members or letters of request signed by the President of the Association. Any deductions
154 as set forth herein already previously authorized by a member shall be automatically
155 increased by the City upon any letter signed by the President of the Association and stating
156 that such increase has been approved consistent with the Constitution and By-Laws of the
157 Association.
- 158 E. All amounts deducted pursuant to this article shall be paid to the legally designated
159 representative of the Association in accordance with reasonable procedures established by
160 the City.
- 161 F. The City agrees to separate CLEAT dues from the members and send such dues to the
162 CLEAT Office in Austin, Texas.
- 163 G. The Association will defend, save, hold harmless and indemnify the City from any and all
164 claims, demands, suits or any other form of liability which may arise out of the execution,
165 placing into effect or carrying out the terms of this section.

166
167 **SECTION 3 Conducting Association Business**

- 168
169 A. The Association President or CLEAT Representative shall be permitted to speak to
170 officers within the unit about Association or CLEAT related business at shift meetings
171 with advance scheduling with the chief. Such association business will be kept brief as to
172 not interfere with the functions of the Police Department.

- 173 B. The Chief of Police and the Association President agree to adjust hours of work for the
174 Association President and three (3) other member of the association to attend the CLEAT
175 Convention and two (2) CLEAT related training seminars within the calendar year. In the
176 event the Association President cannot attend any of the functions he/she may choose
177 another member of the Association to attend in his/her place. All cost of the members
178 attending such functions will be paid by the Association. The ability to adjust the work
179 schedule will be contingent upon the needs of the Police Department, but said requests for
180 schedule adjustments shall not be unreasonably denied. Provided however, that any
181 attendance by any member of the Association shall be on off-duty time.
- 182 C. The Association may provide at its own expense one (1) bulletin board at the police
183 station. The bulletin board shall be located in a conspicuous location by mutual agreement
184 of the Association President and Chief of Police. The board may be used for the following
185 notices.
- 186
 - 187 1. Association Meetings.
 - 188 2. Association Elections.
 - 189 3. Reports of the Association Committees.
 - 190 4. Rulings, information, or policies of the State or National Associations.
 - 191 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor
192 Relations.
 - 193 6. Notices or announcements pertaining to the political activities of the Association.
194 No political signs for a particular candidate shall be placed on the bulletin board.
 - 195 7. No posting shall be sexually or racially objectionable or offensive. Such
196 determination on the sexual or racial nature shall be made by the chief.
 - 197

198 **SECTION 4. NON-DISCRIMINATION**

199
200 The Association shall not engage in the following practices:

- 201 A. Interfere with, restrain or coerce employees in the exercise of rights granted in this
202 agreement;
- 203 B. Cause or attempt to cause the City to discriminate against any employee in hiring,
204 tenure, training, or other terms or conditions of employment because of the employee's
205 membership or lack of membership in any labor organization.
- 206 C. Cause or attempt to cause the City to discharge or discriminate against any employee
207 because has given information or testimony alleging a violation of this Agreement, any
208 law of the United States or the State of Texas, the City Charter, or the Rules and
209 Regulations of the Department; and
- 210 D. Discriminate against any employee in the application or interpretation of the
211 provisions of this Agreement on the basis of the employee's Association membership
212 or non-membership.
- 213
- 214
- 215

216 **ARTICLE IV**

217 **MANAGEMENT RIGHTS**

218

219

220 **SECTION 1**

221

222 The Association recognizes the prerogative of the City to operate and manage its affairs in all
223 respects, including the provision of competent and efficient service to the citizens of the Town of
224 Horizon City.

225

226 *SECTION 2*

227 The Association agrees that the City shall maintain and be vested with all of its rights, powers, and
228 authority to operate and manage the Department and its work force, without limitation, subject to
229 applicable federal and state statutes and local ordinances, resolutions and rules, unless specifically
230 limited by this Agreement. These rights include, but are not limited to: the right to hire, demote,
231 suspend, discharge lay off, promote, assign or transfer employees to any job or any work; to increase
232 or decrease the work force; to determine the number and size of the work shifts; to grant paid and
233 unpaid leaves of absence for any reasons; to determine the number of and assign employees to any
234 work or duties; to determine and re-determine the hours of work per day or week; to make and
235 enforce work rules for the purpose of efficiency, safe practice, discipline of any other reason; to
236 establish performance standards and to review employees under these standards; to determine the
237 equipment to be used; to make technological changes; to eliminate work; to require overtime work
238 pursuant to federal and state law; to establish, modify and enforce rules and regulations.

239

240 The rights and powers of management mentioned in this section do not list all such powers, and the
241 rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded
242 in this Agreement, remain vested exclusively in the city as employer. If this agreement does not, by
243 its terms, specifically restrict management, then management retains power over the matter in
244 question.

ARTICLE V

NO STRIKE CLAUSE

247
248
249
250
251
252
253
254
255
256
257
258
259

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, in accordance with Texas Local Government Code 174.101 et.seq.

260 **ARTICLE VI**

261 **MANAGEMENT DUTIES TO THE ASSOCIATION**

262
263
264
265 **SECTION 1**

266
267 The City shall provide the following materials to every employee

- 268 A. A copy of special orders, general orders, training bulletins, and rules and regulations A copy
269 of this Agreement in either paper copy or any electronic format.

270
271
272 **SECTION 2 Prohibited Practices**

273
274 The City shall not engage in the following practices:

- 275
276 A. Dominate, interfere, or assist in the formation or administration of the Association or any
277 competing employee organization; or contribute any financial support to any such
278 organization. This practice shall include any assistance either direct or indirect, to another
279 labor organization that can possibly be certified under Section 174.104, of the Texas Local
280 Government Code as an exclusive bargaining representative.
- 281 B. Encourage or discourage membership in any police or police labor organizations by
282 discriminating in hiring, tenure, training, or other terms or conditions of employment.
- 283 C. Discharge, discipline or discriminate against any employee because he/she has filed an
284 affidavit, petition, grievance, or complaint; or given any information or testimony alleging
285 violations of this Agreement; or because he/she has formed, joined, or chosen to be
286 represented by any police or police labor organization.
- 287 D. Make or permit any agreement, understanding, or contract with a member of the bargaining
288 unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision
289 of this agreement.
- 290 E. Discriminate against any employee in the application or interpretation of the provisions of this
291 Agreement on the basis of the employee's Association membership or non-membership.

292
293
294
295
296 **SECTION 3**

297
298 The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and
299 application of Department Rules and Regulations, Special Directives, and Administrative Orders
300 which govern the conduct of employees on the job.

304 SECTION 4

305

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

308

309

310

311

312

313

314

315

ARTICLE VII

316

317

MAINTENANCE OF STANDARDS

318

319 All standards, privileges, rights and benefits, presently enjoyed by the employees of the Town of
320 Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall
321 be extended to the members of the Association for the duration of the Agreement except items which
322 are excluded herein.

323

324

325

326 **ARTICLE VIII**

327 **INTERNAL INVESTIGATIONS**

328

329

330 **SECTION 1**

331 To insure that internal investigations are conducted in a manner conducive to good order and
332 discipline, while observing and protecting the individual rights of each officer on the force, interviews
333 conducted by the Department shall be conducted in accordance with the following rules:

- 334 A. The interview of any officer shall be at a reasonable hour, preferably when the officer is on
335 duty or during the daylight hours, unless the exigencies of the investigation dictate
336 otherwise.
- 337 B. The interview shall take place at a location designated by the Chief.
- 338 C. The officer shall be informed of the nature of the investigation before any interview
339 commences. If it is known that the officer is being interviewed as a witness only, the officer
340 shall be so informed.
- 341 D. During an investigation of a critical incident, to include but not limited to an officer-
342 involved shooting and/or in-custody death, an officer shall not be compelled to participate in
343 a “walk-through” investigation without their legal counsel being present. The parties agree
344 that a “walk-through” is defined as an investigative tool where the investigators and/or
345 supervisors request the officer to re-trace his actions in the critical incident while being
346 questioned concerning his observations and actions in the incident. Such “walk-through”
347 shall not be videotaped. Sufficient information to reasonably apprise the officer of any
348 allegations shall also be provided to him prior to or during the “walk-through.”
- 349 E. The interview shall be completed with reasonable dispatch.
- 350 F. The officer shall not be subjected to any offensive language, nor shall the officer be
351 threatened with transfer, dismissal or other disciplinary punishment. No promise of reward
352 shall be made as an inducement to answering questions. Nothing in this Section is to be
353 construed so as to prohibit the investigating officer from informing the officer that the
354 officer's conduct can become the subject of disciplinary action resulting in disciplinary
355 punishment.
- 356 G. If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a
357 criminal investigation), the officer shall be given his/her rights pursuant to the existing law.
- 358 H. Upon request, the officer shall be given an exact copy of any written statement the officer
359 may execute.
- 360 I. The refusal by an officer to answer, pursuant to a direct order, pertinent questions
361 concerning any non-criminal matter may result in disciplinary actions.
- 362 J. Upon the request of either the officer being interviewed or the Chief or other officer
363 conducting the interview, the City shall record the interview. The recording shall commence
364 immediately at the beginning of the interview. There shall be no “off the record” questions.
365 All recesses called during the questioning shall be noted in the record. The officer shall

366 always have a right to a copy of the recording at the officer's expense. The recording shall
367 not be introduced by either party at any appeal hearing (grievance).

368 K. The officer shall be allowed to consult the officer's attorney at any time during the
369 investigatory process so long as such consultation does not impede the investigatory
370 process.

371

372

373 SECTION 2

374 A police officer shall not be required to submit to a polygraph examination as part of an
375 administrative or internal investigation, regarding the officer's conduct unless the complainant is first
376 examined by a licensed polygraph examiner. If a police officer is subjected to a polygraph
377 examination, the licensed examiner who administers the examination shall not know the results of the
378 complainant's polygraph examination or the name of the licensed examiner who conducted such
379 examination. Any applicable prohibitions in future statutes concerning the use of the polygraph
380 examinations shall be followed as of the date the law becomes applicable to the unit covered by this
381 Contract.

382

383

384

385 **ARTICLE IX**

386 **DISCIPLINARY AND GRIEVANCE PROCEDURES**

387 **SECTION 1 General Rules, Procedures & Definitions**

388 **A. Calculation of Time and Transmittal**

389 For the purposes of this Article, the term “days” shall mean calendar days. The day of the
390 act, event, or default after which the designated period of time begins to run is not to be
391 included. The last day of the period so computed will be included, unless it is a Saturday,
392 Sunday, or legal holiday, which event the period runs until the end of the next day which
393 is a Saturday, Sunday, or legal holiday.

394 **B. Disciplinary Grievance is an appeal from a suspension for more than five (5) days,**
395 **demotion or determination of an employee.**

396 **C. Contract Grievance is a dispute involving the application, interpretation or enforcement of**
397 **this Agreement, but not involving the suspension, demotion or termination of an**
398 **employee.**

399 **D. Payment of Arbitrator: The cost of selecting and engaging an arbitrator for any arbitration**
400 **required by this article shall be split evenly between the parties. Nothing herein prevents**
401 **the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be**
402 **responsible for their own costs and expenses incurred during the arbitration process,**
403 **including but not limited to their attorneys fees.**

404 **SECTION 2 Discipline and Disciplinary Grievances**

405 **A. Employer’s Authority**

406 The employer shall have the authority to demote, reprimand, suspend without pay, not to
407 exceed thirty (30) days, or terminate any officer for the causes set forth in the rules and
408 regulations, policies, general and special orders, and directives of the Town of Horizon
409 City Police Department. Disciplinary action for non-criminal activity shall not be initiated
410 against any employee for a violation which occurred more than 180 days prior to the
411 service of the Notice of Proposed Disciplinary Action or written reprimand upon the
412 employee.

413 **B. Written Reprimands**

414 Officers shall not have the right to appeal or file a grievance regarding a letter of
415 reprimand, but may submit a written response to the letter of reprimand for inclusion in
416 their personnel file.

417 **C. Suspensions of Five (5) Working Days or Less**

429 The parties agree that when an officer is suspended with or without pay by the employer
430 for five (5) working days or less, the officer may only proceed as follows:
431

432 Vacation Option At the time of receipt of the notice of suspension, the officer may
433 forfeit accrued vacation time or accrued compensatory time equal to the length of the
434 suspension, or forfeit for any number of full days combined with the remaining period to
435 remain suspended without pay, to serve the suspension with no break in service for
436 purposes of seniority or promotion. The forfeited vacation time or compensatory time will
437 not constitute hours worked for the purpose of overtime pay. In the event an officer has
438 received a disciplinary suspension within the proceeding 24-month period, the officer may
439 forfeit vacation time or compensatory time only with the employer's written permission.
440

441 D. Notice of Proposed Disciplinary Action
442

443 When the disciplinary action contemplated is to be a suspension of more than five days,
444 demotion, or termination, the affected employee must first be served with a Notice of
445 Proposed Disciplinary Action that shall include the Departmental Rules or Regulations
446 violated, the date, time, and place that the employee violated the rule(s); together with a
447 specific description of the employee's conduct which violated the rule(s). The Notice
448 shall be personally served upon the employee or sent by United States Postal Service,
449 certified mail, return receipt requested to the address he has on file with the Department.
450 The statement shall inform the officer that he has seven (7) days after receipt thereof to
451 file a disciplinary grievance as provided below under step 1 with the employer.
452

453 Upon receipt of the Notice of Proposed Disciplinary Action, the employee has seven (7)
454 days to respond to the allegations contained therein by following the steps et out
455 hereinafter:
456

457 Step 1: Employee files a grievance and requests a hearing before the Chief of Police
458 or his designee. The employee's grievance must be in writing. The employee is
459 entitled to have representation to assist him in the response. Provided however, that in
460 the event the representative is a department employee, the representative shall not
461 participate in this process on City time.
462

463 Once the employee files a written grievance, a meeting with the Chief or Police or his
464 designee shall be conducted as an exchange of information to better clarify the
465 situation in order to determine whether the proposed action is warranted. The meeting
466 shall be conducted within ten (10) days from the date the grievance is filed. If an
467 amicable solution cannot be reached, the employee shall have the right to proceed to
468 Step 2.
469

470 Step 2: If the grievance has not been resolved at Step1, the employee shall submit the
471 grievance in writing to the Mayor within ten (10) days following the date of the last
472 meeting between the employee and the Chief of Police. The Mayor or his designee

473 shall respond in writing to this grievance within thirty (30) days of its receipt. If the
474 Mayor or his designee does not respond within thirty days, the grievance shall be
475 deemed denied.
476

477 Step 3: If the grievance has not been resolved at Step 2, the employee may submit the
478 grievance for adjustment pursuant to the procedure set forth in Subsection E of this
479 Section.
480

481 E. Notice of Final Disciplinary Action and Arbitration Procedure
482

- 483 1. If no grievance under step 1 is timely filed or a timely filed grievance cannot be
484 resolved after Step 2, a Notice of Final Disciplinary Action shall be made by hand
485 delivery on the employee or by the United States Postal Service, certified mail, return
486 receipt requested, to the employee's address on file with the employer. It shall include
487 the departmental rule(s) or regulations violated, the date, time and place that the
488 employee violated the rule(s). Said statement shall inform the employee that he has
489 fourteen (14) days after the receipt thereof to file a written request for arbitration with
490 the employer.
491
- 492 2. Disciplinary Grievance: Notice of request for arbitration shall be in writing and shall
493 be transmitted no later than the 14th day after the date the employee receives the
494 written Notice of Final Disciplinary Action. The notice of appeal shall be addressed to
495 the Chief of Police.
496
- 497 3. Discovery: Within seven (7) days of service of the employee's Request for
498 Arbitration, the employer shall forward a copy of the officer's entire Internal Affairs
499 file of the incident made the subject of the disciplinary action and the employee's
500 Internal Affairs disciplinary history showing the complaints filed against the employee
501 and the dispositions of each case. All other discovery requests must be made by the
502 employee in writing to the employer no later than the 21st day before the date
503 scheduled for the arbitration hearing. The employer must provide complete responses
504 to the employee's discovery requests within seven (7) days of the service of the
505 request. The employer shall have the right to make discovery requests to the employee
506 or his representative no later than the 21st day before the date scheduled for the
507 arbitration hearing. The employee must provide complete responses to the employer's
508 discovery request within seven (7) days of the service of the request.
509
- 510 4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list
511 of witnesses and copies of their numbered and lettered exhibits no later than the
512 seventh (7th) day before the arbitration hearing is to be held.
513
- 514 5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be
515 selected on a rotating basis from a panel of four (4) or more selected arbitrators. The
516 decision of the arbitrator shall be final and binding upon the employee and the

517 employer, subject to any rights of appeal to a court of law as permitted by law. During
518 the arbitration process parties shall have the right to be represented by an attorney or a
519 representative of their choosing.
520

521 The arbitration panel shall have at least four (4) local arbitrators appointed by mutual
522 agreement of the employer and the Association. The members of the panel shall serve
523 a one-year term and be subject to reappointment by mutual agreement of the employer
524 and the Association. Subject thereto, the employer and the Association may, at any
525 time remove or add agreed upon members by mutual consent. If there is a vacancy,
526 such as by resignation, death, or agreed upon removal, the employer and the
527 Association shall act promptly to select enough new members to ensure that the panel
528 contains not less than four (4) active members. On or before January 1st of each year
529 the parties shall meet and confer in regards to reappointment or replacement of the
530 arbitration panel.

- 531 6. Final Hearing: Once the hearing date is established, the legal counsel for the City and
532 the employee may each request one continuance for a period of time not to exceed
533 twenty (20) days. Additionally, the arbitrator may grant other continuances upon a
534 showing of good cause or upon mutual agreement by both the legal counsel for the city
535 and the employee or his representative.

536 The employee and the employer shall be entitled to representation by any person of
537 their choice; cross examination of witnesses; presentation of evidence; authority to
538 compel the production of required papers, documents, evidence and the attendance of
539 employees of the employer, which production and attendance shall be commanded by
540 the Mayor or the Chief of Police on behalf of the officer; stenographic or non-
541 stenographic recording of the proceedings and any other procedures needed to ensure a
542 fair and impartial hearing.

543 The employer has the burden of proof, by a preponderance of the evidence, to prove
544 that the discipline imposed upon the officer was based on just cause and proper under
545 the circumstances.

- 546 7. Decision of the Arbitrator: The Arbitrator has the authority to sustain the discipline in
547 whole or in part, reverse the discipline in whole or in part, or alter the discipline. In no
548 circumstances is the arbitrator authorized to impose greater discipline than that
549 originally imposed by the employer. In cases of termination in which the Arbitrator
550 imposes a suspension in lieu thereof, such suspension shall not exceed the greatest
551 amount of time authorized to be imposed by the employer.

552 The arbitrator shall, when mutually requested by the legal counsel for the employer
553 and the employee, be required to issue a bench award at the conclusion of the hearing
554 and in such event, no legal briefs will be allowed.

555 The employer shall maintain a personnel file on each officer, which may be used for
556 evidentiary purposes in hearings under this Article. The personnel file shall not
557 contain any information relating to the alleged misconduct by the employee if the final
558 resolution of the entire matter is held to be not sustained, unfounded or reversed by the
559 Arbitrator. An officer is entitled to a copy of any document in their personnel file.
560 The employer may charge the employee a reasonable fee, not to exceed the actual cost,
561 for any copies provided.

562 The decision of the Arbitrator is final and binding upon the employee and the
563 employer. If the suspended or terminated employee should be re-instated to his
564 position by order of the Arbitrator, then at the discretion of the arbitrator, the employee
565 may receive: (a) full compensation at the rate of pay that was provided for his position
566 at the time of his suspension or termination; (b) credit for all vacation days and sick
567 days lost as a result of the suspension or termination; (c) contributions toward any
568 defined contribution plans lost as a result of the suspension or termination; (d) FMLA
569 credit; (e) seniority; and (f) any and all other relief to which he may show himself
570 justly entitled. Should the employer refuse to comply with the arbitration award, the
571 employee shall have the right to proceed to court for purposes of enforcing same and
572 may recover attorney's fees in such an action.

- 573 8. Preservation of Rights: Nothing herein shall be construed as waiving, limiting, and
574 abrogating or hindering an officer's right under Chapter 614 of the Texas Government
575 Code.

579 **Article X**

580 **Contract Grievances**

581 The City and the Association agree that the purpose of this grievance procedure is to provide a
582 just and equitable method for resolving disagreements between the parties regarding the
583 interpretation of the provisions of this Agreement, matters involving the interpretation,
584 application, or alleged violation of a specific provision of this Agreement shall be subject to
585 this grievance procedure.

586 A. STEPS A contract grievance shall be handled as follows:

587 Step 1: The Police Officer shall submit the grievance in writing to the Chief within
588 fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the
589 occurrence or the event causing the problem. The written grievance must state the
590 grievance and the facts upon which it is based, the date the Police Officer became aware of
591 his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated,
592 and it must be signed by the grieving party. After receipt of the grievance, the Chief shall
593 evaluate the grievance and respond to the Police Officer within fourteen (14) calendar
594 days. Nothing in this procedure prohibits the grieving Police Officer from attempting to
595 informally resolve the grievance with his supervisor(s) or the Chief prior to submission of
596 the written grievance, and the Association and the City encourage such actions.

597 Step 2: If the Police Officer is not satisfied with the response from the chief, the Police
598 Officer may submit his grievance to the Association Grievance Committee to determine if
599 a grievance exists. The Association Grievance Committee shall meet, render its decision
600 and file the notice required under step 3 with fourteen (14) calendar days of the Step 1
601 ruling, if the Association Grievance Committee decides that a grievance exists. The
602 Association, beginning with the Step 3 process, shall represent the aggrieved Police
603 Officer. In the event that the Association Grievance committee decides that no grievance
604 exists, the Association shall notify the Mayor in writing that no grievance exists and there
605 shall be no further action taken under this procedure.

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

612 Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen
613 (14) calendar days from the date of the Mayor's decision in which to file a request to
614 arbitrate the grievance. Such request shall be submitted in writing to the Mayor or his
615 designated representative. Arbitrators for contract grievances shall be selected from the
616 American Arbitration Association (AAA) under procedures set out by AAA.

617
618
619
620
621
622
623
624
625
626
627

628

629
630
631
632
633
634
635
636

637

638
639
640

641

642
643
644
645

646

647

648
649
650
651
652

B. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step 1 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the grievant to meet the time limits at any other Step shall be a determination that the grievant is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Grievant in writing to the employer no later than the 21st day before the date scheduled for the hearing. The employer must provide complete responses to the officer's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The employer shall have the right to make discovery requests to the employee or his representative no later the 21st day before the date scheduled for the arbitration hearing. The employee must provide complete responses to the employer's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Grievant and the employer.

Payment of Arbitration

The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay cost in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration process, including but not limited to their attorneys fee.

653

654

655

656 **ARTICLE XI**

657 **SAFETY AND EQUIPMENT**

658
659 **SECTION 1**

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

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

668 **SECTION 2**

669 **CLOTHING AND EQUIPMENT** A set of uniforms shall be provided to each Police Officer upon
670 entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts,
671 five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) rain coat.
672 Uniformed Police Officers shall be provided with leather gear and other equipment, including
673 handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of
674 the City and at no time shall any Police Officer be allowed to purchase equipment without the
675 permission of the Chief of Police or his/her designee. The total cost of uniform or equipment
676 replacement shall not exceed ~~three hundred (\$300.00)~~ five hundred fifty dollars (\$550.00) per year,
677 except in the case of the initial provision of uniforms and equipment for new Police Officers.

678 The Police Officers shall provide his/her own firearm as designated by the Chief of Police at the time
679 of employment.

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

682
683 Police Officers assigned to non-uniformed duties shall be allowed a five-hundred (\$500.00) per year
684 clothing allotment, paid in accordance with IRS and FLSA regulations.

685 Police Officers assigned to non-uniformed duties shall also be provided with leather gear and
686 equipment not to exceed two hundred and fifty dollars (\$250.00) per year, paid in accordance with
687 IRS and FLSA regulations.

688 **During the term of this contract, the clothing allowance shall be five hundred dollars (\$500) per year**
689 **for all officers deemed eligible by the Chief, with a payment schedule to be determined by the Chief.**

690

691

692

693

694 **ARTICLE XII**

695 **SENIORTIY**

696
697 **SECTION 1**

698 **SENIORTIY RIGHTS** City seniority shall only establish rights within a department pertaining to
699 transfer, promotion, or layoff. Seniority will be a factor in transfers, promotion, or layoffs. In
700 making transfers, promotions, or layoffs, the person having greater seniority, will be given preference
701 when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer,
702 promotion or layoff are equal.

703
704 **SECTION 2**

705
706 **TRANSFER OF SENIORITY** When an employee transfers from one city department to another city
707 department, he loses all seniority accumulated in the previous department. Such an employee will not
708 lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall
709 include City seniority and the employee's most recent date of entry into the department as a regular
710 employee.

ARTICLE XIII

OFF-DUTY EMPLOYMENT

713
714
715
716
717
718
719
720
721
722
723

Off-duty employment shall be permitted consistent with the guidelines established by the Chief.
Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

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

724 **ARTICLE XIV**

725 **PROMOTIONS**

726

727

728 **SECTION 1**

729

730 **GENERAL** The City shall solely determine whether any vacant position in any rank will be filled or
731 eliminated. The promotional process described in Sections 2 and 3 below shall not be applicable to
732 filling the Assistant Chief’s position. The Assistant Chief shall be selected by the Chief and shall
733 serve at the pleasure of the Chief and may be demoted from said position at the Chief’s discretion. In
734 such event, the employee shall normally be returned to the position from which the employee was
735 appointed and the employee’s salary shall be in accordance with that position. If the Chief demotes
736 the employee to a position lower than that from which the employee was appointed, the employee
737 retains all rights to file a grievance regarding said demotion in accordance with Article VII. An
738 arbitrator shall have the power or authority to restore the employee to the position from which the
739 employee was appointed, but no higher.

740

741 As positions become vacant, notice of the job opening will be posted at the Police Station at least
742 thirty (30) days in advance of the date of the examination. The posting notice shall also identify all
743 materials from which the examination is drawn and the source for all such materials.

744

745 **SECTION 2**

746

747 **WRITTEN TEST** A written test shall be given and the criteria for the selection of the written test
748 shall be based upon the following: (a) the test will be commercially available and not an in-house
749 developed test, (b) the test shall be widely accepted and recognized by the Texas Police Chiefs
750 Association and or the (IACP) International Association of Chiefs of Police, and, (c) the test shall be
751 a statistically validated test pertaining directly with law enforcement topics. The scoring of the
752 written test shall be based upon the raw numerical number of correctly answered questions. The City
753 shall provide one set of the recommended study books and study guides in advance of the written test
754 date to be shared by the officers who will be taking the written test.

755

756 **SECTION 3**

757

758 **ORAL INTERVIEW PANEL** Following the written test, the Chief or his designee shall select two
759 (2) individuals who are active law enforcement officers, from outside law enforcement agencies, with
760 a rank equal or higher than the position being filled, who shall conduct an oral interview of the
761 candidates. Additionally, the President of the Association or his designee shall sit on the oral board
762 as the third (3rd) member of the interview panel.

763

764 A structured approach shall be utilized in order that the same issues and questions are applied to each
765 candidate and all issues are to be job related. The City, through the Chief, shall provide the questions
766 to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a
767 scale of one to five, with one being the lowest and five being the highest. During the oral interview,

768 the questions asked shall be used to rate the candidate on appearance, content, communication skills
769 and presentation. The average of the three interviewer's rating shall be used as the oral interview
770 score. The raw scores from the written test shall be added together with the oral interview scores
771 producing a list of the top three candidates who shall be submitted to the Chief who then shall make a
772 selection from this list of three.

773

774 In the event that the Panel unanimously determines that none of the interviewed officers are qualified
775 to be promoted, the Panel may recommend to the Chief that someone from outside the Department be
776 employed to fill the vacancy.

777

778 SECTION 4

779

780 PROBATIONARY PERIOD FOR SUPERVISORS. Upon receiving a promotion, the employee shall
781 be on probation for six months. During the probationary period, the Chief may, upon making a
782 determination that the employee is not performing to acceptable standards, demote the employee. In
783 such event, the employee shall normally be returned to the position from which the employee was
784 appointed and the employee's salary shall be in accordance with that position. If the chief demoted
785 the employee to a position lower than that from which the employee was appointed, the employee
786 retains all rights to file a grievance regarding said demotion in accordance with Article VIII. An
787 arbitrator shall have the power or authority to restore the employee to the position from which the
788 employee was appointed, but no higher.

789

790

791 **ARTICLE XV**

792 **DRUG-FREE WORKPLACE**

793
794
795 **SECTION 1**
796

797 It is the goal of the City to provide a work environment that is free from the use, sale, possession or
798 distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or
799 alcohol. The City will take reasonable measures to ensure that employee alcohol and drug use does
800 not jeopardize the safety and health of other employees, the public, the success of the city business or
801 our constituent relationships. Employees are absolutely prohibited from using, selling or transferring
802 any controlled substance or drugs while on city property or while performing services pursuant to
803 their employment with the City. Employees are prohibited from reporting to work or from
804 performing any work for the City while impaired by or under the influence of a controlled substance,
805 drug or alcohol.
806

807 **SECTION 2**
808

809 For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs,
810 any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes
811 of this provision, the term “drug” also includes alcoholic beverages, prescriptions and illegal inhalant
812 drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an
813 employee’s doctor(s) unless the prescription drug impairs the employee’s ability to perform his or her
814 job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored
815 social events or business development functions.
816

817 **SECTION 3**
818

819 The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e.
820 following a work related injury). As a condition of employment, employees may be required to
821 submit to drug tests under circumstances that include, but are not limited to, the following:
822

- 823 A. incident to investigations of accidents resulting in bodily injury or property damage;
- 824 B. where, in the City’s opinion, violations of safety rules or procedures are suspected;
- 825 C. where, in the City’s sole discretion, there is reasonable cause to believe an employee has
826 been engaging in illegal drug use at any time, or working under the influence of alcohol;
- 827 D. when the employee returns from any type of leave in excess of thirty days; and
- 828 E. on a periodic basis for employees who return to work after participation in a rehabilitation
829 program.
830

831 If there is sufficient cause for an employee to be sent for substance testing, the employee can be
832 removed from the job until the results of the test have been received. Should a test return with
833 positive results, the City reserves the right to confront the employee. Any employee(s) found to be in

834 violation of this policy will be subject to disciplinary action, up to and including termination of
835 employment.

836
837 Refusal by an employee to complete and sign the substance testing form, to provide an adequate
838 amount of breath, body fluids or otherwise refuse to cooperate may subject the employee to further
839 disciplinary action, up to and including termination of employment.

840
841 SECTION 4

842
843 The City will contract when necessary with certified laboratories that are required to maintain
844 employee test records in confidence. The laboratory shall disclose information related to the results
845 of the drug test of an individual to the individual, to a Human Resources representative and to the
846 Chief of Police only. An employee subject to testing is entitled, upon written request, to obtain
847 copies of any records pertaining to the employee's use of alcohol and illegal drugs, including any
848 records pertaining to his or her substance tests. The City will promptly provide the records requested
849 by the employee.

850

851 **ARTICLE XVI**

852
853 **REIMBURSEMENT FOR LOST, DAMAGED, OR STOLEN ITEMS**
854

855
856 **SECTION 1**
857

858 An officer may file a written request with the Chief or his designee for reimbursement for items of a
859 personal nature that are lost, damaged, or stolen as a result of work-related activity. Except in the
860 case of the Officer’s incapacity or required travel out of town, the request must be submitted within
861 seventy-two (72) hours, in writing, after the incident that resulted in the loss/damage, and the request
862 must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen
863 property.

864
865 Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is
866 \$650.00.
867

868
869 **SECTION 2**
870

871 The City may, at its option, replace the item with an item of comparable worth and quality. The City
872 shall not reimburse for items lost or damaged due to negligence, or for items that have been
873 prohibited by proper authority for exclusive use on the job or if it cannot be ascertained by the Chief,
874 to his satisfaction, that the item was legitimately and properly being utilized solely in connection with
875 a job-related activity.
876

877
878 **SECTION 3**
879

880 Reasonable proof of value (such as receipt, cancelled check, seller’s statement or catalog
881 information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence
882 and no payment shall be authorized without such proof.
883

915 **ARTICLE XVIII**

916 **PERSONNEL FILES**

917 **SECTION 1 Badge upon Separation**

918
919 Each Officer who honorably separates from the Department after 20 years of service shall be given
920 his badge at no charge.

921 **SECTION 2 Permanent Personnel File.**

922 The Human Resources Director shall maintain one permanent personnel file of all employees.
923 Nothing herein shall preclude the Chief from maintaining an internal affairs file or other private
924 administrative file. The Personnel file must contain any letter, memorandum, or document relating
925 to:

- 926
927
928
929
930
931 A. A commendation, congratulation, or honor bestowed on the employee by a member of the
932 public or by the employing Department for an action, duty, or activity that relates to the
933 person's official duties.
934 B. Any misconduct that resulted in disciplinary action by the Department in accordance with
935 this contract. A letter, memorandum, or document relating to the alleged misconduct by
936 the employee may not be placed in the person's permanent personnel file if the
937 Department determines that there is insufficient evidence to sustain the charge of
938 misconduct; and
939 C. The periodic evaluation of the employee by a supervisor

940
941 A letter, memorandum, or document relating to the alleged misconduct by the employee that is placed
942 in the person's permanent personnel file as provided herein and did not result in disciplinary charge
943 or hearing shall be removed from the employee's file if:

- 944
945 1. The disciplinary action was taken without just cause; or
946 2. The charge of misconduct was not supported by sufficient evidence.

947
948 The employee is entitled, on request, to a copy of any letter, memorandum, or document placed in the
949 person's permanent personnel file. The City may charge the employee a reasonable fee not exceed
950 actual cost for any copies provided under this subsection. Written reprimands shall be purged from
951 an employee's personnel file after two (2) years.

952 **SECTION 3 Ammunition/Gun Qualifications.**

953
954 The City shall supply sufficient rounds of ammunition for Officer's use in the gun he carries while on
955 duty, in the amount as determined by the Chief.
956
957

958 The City shall provide ammunition for target practice/gun qualification in the amount determined as
959 necessary and appropriate by the Chief for such purposes. The City shall allow officers to qualify
960 with their weapons during on duty hours. The City agrees to purchase industry standard law
961 enforcement ammunition for all department approved weapons.
962
963

964 ARTICLE XIX

965 WAGES AND COMPENSATION

966
967 SECTION 1

968 All wages, monetary supplements, and other monetary benefits are contained in this Article.

969 SECTION 2

970 Effective October 1, 2013, the base salaries of all non-exempt police officers shall be increased by the
971 following percentages unless non-bargaining unit employees receive a higher increase then the
972 increase go with the larger amount:

973 FY2013-14: 1.5%

974 FY2014-15: 1.0%

975 FY2015-16: 1.0%

976
977 SECTION 3

978 FTO Pay

979 The City agrees to pay each officer assigned to perform Field Training Officer duties the sum of
980 \$75.00 per month prorated every two weeks while performing said duties. The Chief shall have the
981 right to establish criteria for selection of officers to be assigned as Field Training Officers. The Chief
982 shall determine the number of Field Training Officers needed and may reduce or increase the number
983 of assignment depending upon the needs of the Department.

984 SECTION 4

985 Longevity Pay

- 986
987 a) Longevity pay in the following amounts per year of service, up to a maximum of 25 years,
988 shall be paid on a bi-weekly basis with the officer's regular pay.

989 FY2013-14: \$72.00

990 FY2014-15: \$84.00

991 FY2015-16: \$96.00

- 994 b) It is expressly understood and agreed that this section shall be entitled to preemption including
995 but not limited to the provision of §141.032 of the Texas Local Government Code.
996
997

998 SECTION 5

999 Education and Certificate Pay
1000

1001 Effective October 1, 2013 an officer shall be entitled to either Certificate pay or Education
1002 pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be
1003 payable for degrees or college credit from an accredited college or university. An accredited college
1004 or university is an institution of higher education that is accredited or authorized by the Southern
1005 Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the
1006 New England Association of Schools and Colleges, the North Central Association of Colleges and
1007 Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools
1008 and Colleges (Reference: TCLEOSE Rule 211.1(a)(3), as modified by the Commission from time to
1009 time). For employees hired after October 1, 2013 they will not be eligible for either education or
1010 certificate pay until their one year anniversary date.
1011

1012 a) Certificate Pay
1013

- 1014 (1) Each officer holding an Intermediate TCLEOSE Certificate shall be paid one hundred
1015 dollars (\$100.00) per month. Each officer holding an Advanced TCLEOSE Certificate
1016 shall be paid one hundred dollars (\$125.00) per month. Each officer holding a Master
1017 TCLEOSE Certificate shall be paid one hundred fifty dollars (\$150,00) per month.
1018
1019 .
1020

1021 b) Education Incentive Pay
1022

- 1023 (1) Each officer holding an Associate's degree or sixty (60) hours of college credit shall be
1024 paid ninety-five dollars (\$95.00) per month.
1025
1026 (2) Each officer holding a Bachelor's degree shall be paid one hundred fifteen dollars
1027 (\$115.00) per month.
1028
1029 (3) Each officer holding a Master's degree shall be paid one hundred forty dollars (\$140.00)
1030 per month.
1031
1032

1033 Section 6.

1034 Shift Differential
1035

- 1036 a) While working the evening/swing shift, Officers shall be paid a shift differential of one dollar
1037 (\$1.00) per hour.

- b) While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
- c) Overtime is paid based on the shift the officer was assigned to and worked that day.
- d) An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential.
- e) This provision shall apply in lieu of any City policy applicable to shift differential for any other employees,

Section 7.
Monthly Paid Compensation

It is expressly understood and agreed that the CITY reserves the right to prorate and pay all monthly payments in biweekly equivalents.

ARTICLE XX
OVERTIME, ON-CALL, COURT TIME AND CALL BACK

Section 1. Overtime

For the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows: Non-exempt employees, in accordance with the FSLA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over forty (40) hours in a work week. Additionally, non-exempt employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the employee each pay period. Overtime is based on hours paid.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agree to by the parties.

Section 2. On-call status

The City will allow eight (8) hours of comp time per week for any non-exempt officer on call, as defined by Department policy implemented by the Chief. Officers placed on "court call" while under subpoena to court for two or more consecutive calendar days, shall not be eligible under the prior sentence, but shall receive one (1) hour of additional comp time per day for each regularly scheduled day off or pre-approved leave day.

1082 Section 3
1083 Court time

- 1084
- 1085 a) An officer who attends court more than one hour before the start of his regularly scheduled
1086 shift shall receive a minimum of three (3) hours compensation at time and one half.
 - 1087
 - 1088 b) If the officer attends court one hour or less before the start of his regularly scheduled shift, the
1089 officer shall receive one (1) full hour of compensation at time and one half.
 - 1090
 - 1091 c) An officer who attends court after his regularly scheduled shift has ended shall receive a
1092 minimum of three (3) hours compensation at time and one half.
 - 1093
 - 1094 d) If the officer's court assignment begins during his regularly scheduled shift but continues
1095 beyond his/her normal duty hours, the officer will only be entitled to the actual amount of
1096 overtime hours worked.
 - 1097

1098 Section 4.
1099 Call back

- 1100
- 1101 a) Non-exempt officers who are off-duty and receive notification to return to duty status one
1102 hour or less before the start of their regularly scheduled shift shall receive one (1) full hour of
1103 compensation at time and one half.
 - 1104
 - 1105 b) Non-exempt officers who are off-duty and receive notification to return to duty status shall
1106 receive a minimum of three (3) hours of compensation at time and one half when notified to
1107 return to duty status:
 - 1108 1. After the conclusion of their regularly scheduled shift, or
 - 1109 2. More than one (1) hour before their regularly scheduled shift.
 - 1110
 - 1111 c) Non-exempt officers who are off-duty and receive notification to return to duty status shall
1112 receive only fifteen (15) minutes of compensation at time and a half should the callback be
1113 cancelled within fifteen (15) minutes of the notification, or the actual time spent completing
1114 the assignment lasted no more than fifteen (15) minutes.
 - 1115

1116
1117 ARTICLE XXI

1118
1119 HOLIDAYS, VACATION AND SICK LEAVE

1120
1121 Section 1
1122 Paid Time Off

1124 Employees should have the opportunity to enjoy time away from the workplace to help balance
1125 their lives. Taking some time away from work is essential in maintaining quality performance, job
1126 efficiency and health. A designated Paid Time off (PTO) plan that combines traditional time off
1127 benefits. You may use this for any reason in accordance with the procedures established in this
1128 section.

1129
1130 This bank of time does not include the designated holiday schedule. Other time off due to
1131 bereavement, military or jury duty is also considered separate from the PTO policy.

1132
1133 PTO must be scheduled in advance, with the supervisor's approval. The only exception to this
1134 requirement is an illness or other emergency that you cannot predict in advance. The supervisor will
1135 approve the request for non-emergency PTO based on considerations like work flow, operational
1136 requirements, business needs and length of service. Officers are accountable and responsible for
1137 managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

1138
1139 If the Officer is unable to use the full PTO allotment during the year, the employee may be eligible to
1140 roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that
1141 may be rolled over and carried in the PTO Bank is 1,200 hours.

1142
1143 While the employee's preference will be accommodated when feasible, there may be times when,
1144 due to business considerations, the employee may need to take PTO on days other than preferred
1145 ones. The direct supervisor needs approval from the Mayor to payout any accrued, unused PTO not
1146 eligible for rollover into the PTO Bank to an active employee.

1147 1148 Section 2.

1149 Payment of Paid time off Bank (PTO) on Separation

1150
1151 Separation pay for accrued PTO will be paid only to officers with at least six (6) years of
1152 actual service who separate in good standing. An officer shall not be considered to have separated in
1153 good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The
1154 maximum accrued PTO payable will be 1200 hours.

1155 1156 Section 3.

1157 Administrative Leave

1158
1159 Officers may be granted Administrative Leave based on participation in a City or
1160 departmental program that awards Administrative Leave to program participants or for any purpose or
1161 event authorized by the Chief.

1162 1163 Section 4.

1164 PTO Accrual Rates and Carryover

1166
1167

PTO Schedule for Regular Full-Time Employees

Years of Service	Annual Paid Time Off Allotment	Max Sick Leave Bank Carryover Per Year
90 days or less	0 hours	No hours allowed
91 to 1year	80 hours	40 hours
1 to 5 years	160 hours	80 hours
6 years	168 hours	80 hours
7 years	176 hours	80 hours
8 years	184 hours	80 hours
9 years	192 hours	80 hours
10 to 15 years	200 hours	80 hours
Over 15 years	240 hours	80 hours

1168
1169
1170
1171
1172
1173
1174
1175

Section 5. Holidays

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
President's Day	Second Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

1176
1177
1178
1179
1180
1181
1182

* = Officers working shifts will be given an additional day off if the holiday falls on his or her regularly scheduled day off.

An employee must work the scheduled work day before and after a holiday to receive holiday pay unless the absence is due to:

- Personal illness or injury which can be substantiated;

- Approved PTO;
- Jury Duty;
- Family Death;

Holiday hours have no cash value upon termination. Holiday hours are considered "hours worked" and are therefore included in the calculation of overtime.

ARTICLE XX

CLOSING STATEMENTS

SECTION 1

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

SECTION 2

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Management Rights clause (Article IV), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

1221 SECTION 3

1222 If any provision of this Agreement is found to be inoperative, void, or invalid by a court of
1223 competent jurisdiction, all other provisions of this Agreement shall remain in full force and
1224 effect for the duration of this Agreement, it being the intention of the parties that no portion of
1225 the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of
1226 any other portion or provision.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS
COLLECTIVE BARGAINING AGREEMENT ON THE DATES SET BY
THEIR NAMES.