

LABOR AGREEMENT
BETWEEN THE CITY OF BEAUMONT &
THE BEAUMONT POLICE OFFICERS ASSOCIATION

OCTOBER 1, 2014 - SEPTEMBER 30, 2018

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THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This Agreement is made and entered into by and between the City of Beaumont, a municipal corporation domiciled in the State of Texas, herein referred to as the “Employer,” and the Beaumont Police Officers Association (BPOA), hereinafter referred to as the “Union.”

INTENT AND PURPOSE

It is the general purpose of this agreement to promote the mutual interests of the Employer and its employees; to provide for equitable and peaceful adjustment of differences which may arise; to establish proper standards of wages, hours and other conditions of employment which will provide and maintain a sound economic basis for the delivery of public services; and to provide for the operation of the services delivered by the Employer under methods which will further, to the fullest extent possible, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions of service. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

A. “Bargaining Unit” means all full-time police officers with the exception of the Chief of Police of the Department.

B. “Chief” means the Chief of Police of the Beaumont Police Department or his

designee.

- C. "City" means the City of Beaumont.

- D. "CLEAT" means the Combined Law Enforcement Associations of Texas.

- E. "Department" means the Beaumont Police Department.

- F. "Director" means Director of the Beaumont Fire and Police Civil Service Commission.

- G. "Employee" means a sworn police officer who is a member of the bargaining unit.

- H. "Employer" means the City of Beaumont.

- I. "Officer" means any sworn officer who is a member of the bargaining unit.

- J. "Union" means the Beaumont Police Officers Association.

Pronoun Use

Unless otherwise stated, it is understood and mutually agreed that masculine and feminine pronouns refer to, and include, both genders equally.

ARTICLE 1 RECOGNITION

Section 1. The Beaumont Police Officers Association, hereinafter referred to as the "Union," having qualified for exclusive recognition and having been designated by a majority of the employees in the unit as their representative, is hereby recognized by the

Employer as the sole and exclusive bargaining agent for the employees in the bargaining unit in matters concerning wages, rates of pay, hours of employment, or conditions of work affecting police officers in the unit.

Section 2. The Union recognizes the City Manager or his designated representative or representatives as the sole representative or representatives of the Employer for the purpose of collective bargaining.

Section 3. The rights of the Union, as sole and exclusive bargaining agent, include sole and exclusive payroll deduction of dues from employee paychecks for Union membership; sole and exclusive access and use of the Union bulletin boards; and sole and exclusive representation rights under the grievance procedure herein.

ARTICLE 2 DISCRIMINATION

The Employer agrees not to interfere with the rights of police officers to become members of the Union and to maintain such membership. The Employer shall not discriminate against any employee because of his lawful Union activity. The Union agrees that it will not interfere with, coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that each employee has the right to choose of his own free will as to whether or not he will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee of the Employer to enter and leave its premises and property unmolested and without harassment. It is the mutual obligation of the Employer and the Union to assure that no employee shall be subject to any discrimination because of race, religion, color, sex, or national origin.

ARTICLE 3
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the direction of the work force and the management of the Department, including, but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the methods, processes and manner of performing work of employees, the determination of policy affecting the selection of new employees, the right to establish work assignments and performance measurements and standards and the right to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the Employer.

Except in situations of emergency, it is agreed and understood that whenever the Employer intends to exercise its contractual managerial prerogatives in a manner which will have impact upon employees covered under this Agreement, the Employer shall notify the Union at least thirty (30) calendar days in advance of its intent to change, modify, rescind or institute any new policy or order which affects the employees and take into consideration any written responses made by the Union prior to implementation of any such change and afford the Union an opportunity to confer with the Employer.

ARTICLE 4
MAINTENANCE OF STANDARDS

Nothing contained in this Agreement shall be construed as repealing any lawful, recognized benefit provided through the Department for employees of the Department, and no employee shall inadvertently suffer any loss of wages, or hours by reason of the signing of this Agreement.

ARTICLE 5
NO STRIKE - NO LOCK-OUT

Section 1. The Union agrees that, during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage or interference with the business of the Employer, and will cooperate with the Employer in preventing or halting any such action. Employer agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

Section 2. The Employer may discipline or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Employer may also invoke any remedies authorized by Section 174.205, Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 6
UNION REPRESENTATIVES

Section 1. A written list of Union executive officers shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The Union shall designate not more than nine (9) executive officers. The Union officers and the Union President or his designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, consider and prepare responses to management initiated proposals, participate in arbitration or court actions involving the Union, and represent unit employees in formal disciplinary action

proceedings, provided that the officer(s) advise their commanding officer. Permission may be withheld due to emergency operating requirements by the commanding officer, but will not be unreasonably withheld.

Section 2. Union officers, board members, committee members and stewards will be given reasonable time off to attend a reasonable number of Union meetings held on Employer's premises or within the corporate limits of the City.

Section 3. Grievance Committee members will be given reasonable time off to attend Grievance Committee meetings.

Section 4. Management agrees to allow the Union to have space in any police facility for board meetings, grievance committee meetings, other committee meetings and general meetings subject to space availability. The Union shall give the Chief three (3) calendar days written notice of its intent to use any police facility. The Chief may not unreasonably deny such use.

Section 5. To enable the Union to expedite the preparation of contract proposals, the Employer agrees to allow the Union President reasonable time off for such purpose and to allow reasonable time off to other members to assist subject to the approval of the Chief.

ARTICLE 7

UNION BUSINESS LEAVE

Section 1. All employees covered by the terms of this Agreement who are members of the collective bargaining team, not to exceed four (4), shall be allowed time off to negotiate if they are scheduled to work at that time.

Section 2. Elected Union officials shall be allowed to attend the monthly BPOA meeting without loss of pay or benefits if said meeting occurs during the official's regular tour of

duty. The Union shall make a reasonable effort to conduct its meetings within three (3) hours. No overtime shall result relating to the officials attending the meeting. Officials may be called back to duty in an emergency.

Section 3. Up to three (3) Union officials, shall be granted time off without loss of pay or benefits to attend the semi-annual CLEAT board meeting, for a total aggregate of not to exceed fifteen (15) working days per year.

Section 4. Union officials may be granted time off without loss of pay or benefits to attend a reasonable amount of labor orientated training sessions or seminars subject to approval of the Chief. Approval by the Chief shall not be unreasonably withheld. The Union will be responsible for the payment of travel expenses and training fees.

ARTICLE 8

PAYROLL DEDUCTION OF DUES

Section 1. The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deduction shall be remitted, each month, together with the names of the employees from whom dues have been collected, by the Employer to the Secretary-Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

Section 2. In the interest of harmonious and stable relations between parties, at the time of employment, the Union will inform each new employee that the employee may voluntarily execute an authorization of voluntary salary allotments for the payments of dues, should the employee desire to join the Union.

Section 3. The Union shall forward to the Employer a copy of all authorizations or cancellations of voluntary deduction of Union dues by employees in the Bargaining Unit.

Section 4. Employer agrees no charge will be assessed for deduction of dues from employee pay.

Section 5. The Employer agrees to continue said deductions during the term of this Agreement and will do so until a new agreement is put into effect, even if this Agreement expires.

Section 6. The Union shall indemnify, defend and hold harmless the Employer from any claim or cause of action brought by any employee resulting from the operation of this Article.

Section 7. The Employer shall have the right to require that payments to the Union of dues deductions pursuant to this article be made by direct deposit.

ARTICLE 9

GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

Section 1.

The purpose of this grievance and disciplinary appeals procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances and disciplinary appeals. A grievance is defined as any dispute involving the interpretation, application or enforcement of a specific clause of this Agreement. The disciplinary appeals procedure shall include any demotion, suspension or termination for disciplinary purposes of any employee. Employees who are members of the bargaining unit may bring disciplinary appeals, but only the Union and the Employer may bring contract grievances. Employer agrees to allow the Union Grievance Committee access to a suitable location for grievance committee meetings.

Any disciplinary actions involving suspensions taken against an employee who is assigned to work a 10-hour shift shall be listed in hours rather than days.

Section 2. Disciplinary Appeals.

In the original written statement and charges and in any hearing conducted under this Agreement, the Chief may not complain of an act that occurred earlier than the 180th calendar day preceding the date the Chief suspends the officer unless the act is discovered after the 160th calendar day following its occurrence, in which case, the Chief has an additional thirty (30) calendar days to suspend the officer. The Chief shall certify the date of his discovery of the act in question to the employee in writing.

A. Any employee or his attorney may file a written appeal that includes the basis for the appeal and a request for arbitration when the employee is demoted, suspended or terminated as a result of a disciplinary action. The appeal must also contain a statement denying the truth of the charge as made, a statement taking exception to the legal sufficiency of the charge, a statement alleging that the recommended action does not fit the offense or alleged offense, or a combination of these statements with the Chief within

fifteen (15) calendar days of the date the employee was served written notice of the disciplinary action. If not resolved, the grievance shall be forwarded to the City Manager.

B. A disciplinary appeal not filed within the time limit described shall not be considered timely and shall be void.

C. The time limitations described herein may be waived by mutual agreement in writing by the aggrieved employee and the appropriate management official.

D. The Chief shall render a written decision regarding appeals of demotion, suspension or termination within seven (7) calendar days of the date said appeal was filed with the Chief. If the appeal remains unresolved, said appeal, if submitted, must be filed with the office of the City Manager. Said appeal must be filed within seven (7) days of the date the Chief rendered or should have rendered a written decision.

E. The City Manager shall render a written decision regarding appeals of demotion, suspension or termination within seven (7) calendar days of the date the employee filed said appeal with the City Manager.

F. If the appeal remains unresolved, the employee or his attorney may request that the disciplinary action be submitted to arbitration. Any such request must be submitted in writing to the City Manager within seven (7) days from the date the City Manager rendered or should have rendered a written decision.

G. Any employee who is passed over for promotion may file a written appeal with the Chief within fifteen (15) calendar days of the date the employee was served written notice of being passed over for promotion. The written appeal by the employee may be filed by an attorney of the employee's choice. The Union and the Employer agree that while a "promotional passover" does not constitute discipline, the procedure for addressing such appeals shall be the same as that of a disciplinary appeal.

H. The Chief and the employee can enter into a written negotiated agreement regarding discipline with written approval of the City Manager.

Section 3. Contract Grievances.

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

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

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

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

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

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

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

F. A grievance or a written request for arbitration not filed within the time limitations specified herein shall not be considered timely and shall be void.

G. The time limitations described herein may be waived by mutual agreement in writing by the Union and the appropriate management official.

Section 4. Arbitration.

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

B. The powers of the arbitrator shall be limited as follows:

1. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
2. The arbitrator shall deal only with the disciplinary appeals, promotional passovers or contractual grievance or grievances that occasioned the arbitrator's appointment.

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

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

E. Except as otherwise provided for in Article 9 Grievances, with respect to appeals of suspensions, indefinite suspensions, promotional passovers and demotions, the Employer and Union hereby agree that the administrative procedures for arbitration hearings and the respective rights of employees in such proceedings shall be governed by the Texas Local Government Code, Section 143.057.

F. The powers and duties of the designated arbitrator or hearing examiner in such proceedings are as prescribed by the Texas Local Government Code, Section 143.057(f), which shall include, but are not limited to, the right to subpoena witnesses.

G. The Union agrees that, on behalf of its members individually and collectively, with the adoption of this grievance procedure herein, the employee hereby relinquishes the right to appeal to the Civil Service Commission or appeal the designated arbitrator's final

decision to the District Court except as provided by the Texas Local Government Code, Section 143.057(j).

H. The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this Agreement.

ARTICLE 10 PROBATION AND SENIORITY

Section 1. Probation.

A. Employees shall be considered to be probationary for a period of twelve (12) consecutive months from the date of commission as a Beaumont police officer. The Chief may extend the probationary period one time for an additional ninety (90) calendar days upon notification in writing to the Union and the employee of the reasons. A probationary period may be extended in excess of ninety (90) calendar days due to extenuating medical circumstances not to exceed one (1) year.

B. The Union may accept probationary employees as members at-large, but they are not to be considered as protected by this Agreement. The Union may provide advice, or representation, to the probationary employees only as allowed by law.

C. During the probationary period, an employee may be disciplined for any reason, without recourse to the grievance procedure.

D. Article 10, Seniority, Section 2, shall not apply to a probationary employee.

E. Article 14, Shift Exchange, shall not apply to a probationary employee.

F. Duty hours and work schedules of probationary employees may be altered at any time deemed appropriate by the Chief or his designee.

Section 2. Seniority.

A. Seniority in grade or rank shall be the determining factor in vacation leave, splitting of vacation, days off, and annual personnel shift assignments. The Employer may make job assignments based on job skills and qualifications. In the event applicants have comparable skills, seniority in grade or rank shall be the determining factor. The Chief shall determine which officers will attend the training schools. Seniority from the date of commission as a Beaumont police officer shall be the determining factor in all layoffs or recalls.

B. The Union President (if desired) shall be assigned to the day shift to permit said officer to attend to Union business. This assignment shall at no time adversely affect any other employee with respect to shift and days off.

C. For the purpose of this Agreement, seniority shall be considered to be continuous service from the last date of appointment as a commissioned police officer with the Department. Continuous service shall include periods of leave without pay, which have been approved by the Chief and City Manager.

D. Layoff and recall shall be pursuant to Section 143.085, Local Government Code.

ARTICLE 11 PROMOTIONS

Section 1. Except as provided for in this Article, all written promotional examinations shall be made in accordance with Municipal Civil Service, Chapter 143, Local Government Code. Written promotional examinations shall be given between the ninetieth (90th) and one hundred and twentieth (120th) day of the effective date of the vacancy. Except for review and appeal of promotional examination questions pursuant to Section 143.034, all

other promotional grievances shall be determined by arbitration pursuant to provisions of Article 9 of this Agreement.

Section 2. Promotional Examinations.

Promotional examinations for Grade II (Sergeants) shall be open to all employees who have held a continuous sworn position with the Department for five (5) years or more (immediately prior to the effective date of the vacancy). For purposes of this paragraph, "continuous" shall include any term of service in an appointed position pursuant to 143.014 of the Texas Local Government Code. Promotional examinations for Grade III (Lieutenants) and Grade IV (Captains) shall be open to all employees who have held a continuous position for three (3) years or more (immediately prior to the effective date of the vacancy) in the classification immediately below the classification for which the examination is given.

- a. All seniority points given for promotions shall be based on continuous service in grade up to a maximum of ten (10) years of service for Grade II.
- b. Seniority points for Grade III and Grade IV promotions shall be up to a maximum of five (5) years of continuous service in grade.

The effective date of vacancy shall be the last day of employment by the individual who is leaving the position that will be made vacant.

After the effective date of this Agreement, any written promotional examination shall be based upon a maximum score of one hundred (100) points. A passing score will be seventy percent (70%). Seniority points shall be added to the written examination score of only those officers who pass the written examination with seventy percent (70%) or more.

Section 3. Test material for all promotional examinations may include all or any combination of the following:

- a. Texas Penal Code;
- b. Texas Code of Criminal Procedures;
- c. Texas Traffic Laws;
- d. Texas Family Code;
- e. Texas Drug Laws;
- f. Beaumont City ordinances; and
- g. Rules, regulations and written directives of the Department.

Section 4. Test material for Grade II (sergeant), Grade III (Lieutenant), and Grade IV (captain) promotional examinations may also include up to four (4) outside sources of reading material chosen by the Civil Service Director. The sources must pertain to the respective duties of the position being sought.

Section 5. If more than two (2) outside sources of reading material are selected, reduction of the sources shall be accomplished by limiting the number of chapters from which test questions may be derived to approximately fifty percent (50%) of the total volume of sources.

Section 6. An eligibility list established as a result of the examination shall expire one (1) year from the date of the written examination unless the examination is held to be invalid. Any eligibility lists pertaining to this Article, created prior to this Agreement, and in existence at the time of this Agreement shall be governed by the Collective Bargaining Agreement dated October 1, 2011 thru September 30, 2014.

Section 7. The Chief may appoint from the rank of Grade II with ten (10) years or more of seniority as a Grade II, Grade III and Grade IV, at the Chief's sole discretion, two (2) positions below the rank of Chief. Those appointed shall serve at the pleasure of the Chief and may be demoted to their previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of their returning to a civil service position. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra

staffing positions later by attrition in order to return to the previous authorized number of positions.

ARTICLE 12 WORKING OUT OF CLASSIFICATION

Any employee who is ordered to temporarily fill a position in a higher classification shall be paid the base salary of such higher position; provided, the employee works a minimum of eight (8) or ten (10) consecutive hours, as the position dictates, in the higher classification.

ARTICLE 13 HOURS OF DUTY AND WORK SCHEDULES

Section 1. Other than as set forth in this Article, work schedules and hours of work for employees during the term of this Agreement shall be those in effect on the date that this agreement is signed by the parties hereto. The four (4) shifts 9:00 p.m. to 7:30 a.m., 6:00 a.m. to 4:30 p.m., 11:00 a.m. to 9:30 p.m., 4:00 p.m. to 2:30 a.m. (thirty (30) minutes of which is a meal break) for employees assigned to uniform patrol activities. As determined by the Chief, shifts for some or all employees assigned to the Criminal Investigation Division may consist of four (4) 10 hour shifts per week or five (5) 8 hour shifts per week (from 8:00 a.m. to 5:00 p.m. (one (1) hour of which is a meal break)).

The Chief may alter the duty hours and work schedule if the Chief notifies the Union in writing at least thirty (30) calendar days prior to the proposed change. Duty hours and work schedules may also be altered without the notice requirement by mutual agreement between the Employer and the Union. In the event of an emergency, duty hours and work schedules may be altered at the sole discretion of the Chief.

Section 2. The Chief may set a temporary work schedule or change duty hours for sergeants assigned to the uniform patrol division, not to exceed two (2) hours prior to their

regularly assigned shift, for such reasons related to shift and report preparation.

Section 3. Employees assigned to the below listed specialized units may have flexible schedules and duty hours to accommodate the needs of the community or to accomplish specific tasks related to their assignment. However, employees will not be required to work split shifts. The Employer shall advise employees of this flexibility upon application to said units and employee agreement shall be a condition of acceptance into said units. Employees currently assigned to such units shall be given the opportunity to acknowledge acceptance. The designated specialized units include: Community Oriented Policing, Police-Community Relations, Special Assignments Unit, Auto Theft Task Force, K-9 Unit, Street Crimes Unit, Traffic Unit and Narcotics and Vice Unit. If an employee is called out, the Employer agrees not to reduce the employee's hours for the purposes of avoiding the payment of overtime.

Section 4. Any employee who is assigned to work a ten-hour shift and attends a school or any other city business during his regular shift shall be paid for 10 hours at the hourly rate of pay. An employee who is assigned to work an eight-hour shift and attends a school or any other city business during his regular shift shall be paid for 8 hours at the hourly rate of pay.

ARTICLE 14 SHIFT EXCHANGE

Section 1. No employee will be forced to change shifts on a rotation basis.

Section 2. Employees shall have the right to exchange shifts temporarily no more than six (6) times per calendar year when the exchange does not interfere with the operation of the Department, and with permission of their respective commanding officers.

Section 3. This article is not intended to curtail the right of staff officers to change the shifts of individual employees insofar as it involves matters of individual work performance.

Section 4. Recognizing that zone assignments may require the assessment of a number of factors that may vary depending upon the particular zone involved, the Employer maintains the right to make all assignments in accordance with its determination of what is in the best interest of the Department. In making such assignments, consideration shall be given to preferences of employees based upon seniority. Should an employee feel that a misapplication of this provision has occurred, the employee may file an informational complaint with the Union Grievance Committee for review. Should the committee concur with the employee, the union shall forward the complaint to the Chief and the City Manager for their review and information.

Section 5. Except in the case of an emergency, or unless operational circumstances require otherwise, job vacancies will be brought to the attention of employees so that those interested in a vacant position may express their interest to the Division Commander who is responsible for selection. Notice of vacant positions will be in the form of a staff memorandum or email to all staff officers. Each staff officer will make a reasonable effort to assure that all eligible employees under his command are aware of the vacancy. Employees who are interested in a vacant position should contact the appropriate Division Commander in writing. Before the vacancy is filled, employees will be allowed a reasonable amount of time to apply. Skills, knowledge, abilities, training, previous experience and seniority shall be considered by the Employer.

Although not subject to the grievance procedure, should an employee feel that a misapplication of this provision has occurred, the employee may file a sworn complaint with the Chief.

ARTICLE 15
CLOTHING

Section 1. All uniforms, five (5) uniform shirts and five (5) uniform pants, protective clothing or protective devices, hats, jackets, raincoats, and all leather and web gear except holsters and footwear now provided employees shall be furnished without cost to the employees by the Employer.

Section 2. If the Employer orders employees to purchase leather and web gear different from what they are wearing as of the effective date of this Agreement, the Employer shall reimburse the employee or supply the leather and web gear.

Section 3. The Employer shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty by employees.

Section 4. Each plainclothes employee shall receive a clothing allowance of \$67 per month.

Section 5. Each employee shall receive a clothing maintenance allowance of \$25.00 per month.

Section 6. Each newly appointed employee may submit an advance request in an amount up to \$800 for the purchase of a new protective/ballistic vest. An employee may submit an advance request in an amount up to \$800 for the purchase of a new protective/ballistic vest if his vest is over five (5) years old. The advance is in the form of an invoice from a vendor evidencing an order placed for a new protective/ballistic vest and an accompanying affidavit. After the effective date of this Agreement, all officers who request an advance under this section for the purchase of a new protective/ballistic vest shall be required to wear the vest when on duty and in uniform, unless exempted by the Chief. Additionally, in special circumstances that may involve officer safety, the Chief reserves the right to require any reimbursed officers, whether plain-clothed on duty or off duty in uniform, to wear their vest while performing police-related duties.

ARTICLE 16
LEAVE

Section 1. Vacation.

A. Full-time regular employees shall accumulate vacation in accordance with the following schedule:

Completed Years of Consecutive Service	Accumulated Hours Per Pay Period
After 1 year	3.08
After 5 years	4.62
After 8 years	5
After 11 years	5.5
After 14 years	6
After 17 years	6.5
After 20 years	7
After 23 years	7.5
After 26 years	8
After 29 years	8.5
After 32 years	9
After 35 years	9.23

Any employee who is assigned to work a ten-hour shift and is off on vacation leave shall be charged 10 hours of vacation leave. Any employee who is assigned to work an eight-hour shift and is off on vacation leave shall be charged 8 hours of vacation leave.

B. Employees with nine (9) years or more consecutive service who do not use more than forty (40) hours of sick leave in a calendar year and who work an eight-hour shift, will have eight (8) hours of vacation leave added to their normally accrued vacation leave.

Employees with nine (9) years or more consecutive service who do not use more than forty (40) hours of sick leave in a calendar year and who work a ten-hour shift, will have ten (10) hours of vacation leave added to their normally accrued vacation leave.

C. In computing the length of time during which an employee may be absent from work for vacation, only those calendar days during which the employee would be required to work if the employee were not on vacation shall be counted as vacation days.

D. Any employee with more than one (1) year's service as a commissioned police officer with the Department who is separated from service by reason of resignation, death, retirement, or discharge shall be compensated in cash for all accumulated unused vacation hours at the hourly rate of pay at the time of separation.

E. Vacation leave begins to accrue upon employment, but may not be used by an employee until that employee has completed one (1) year of service with the Employer.

F. Vacation hours accrued in a calendar year will be available to be used on January 1st of the following calendar year.

G. An employee shall be able to carry over a maximum of one hundred and sixty (160) hours of vacation leave into the next calendar year.

Section 2. Sick Leave.

A. Employees shall accrue ten (10) hours of sick leave for each month of service during the calendar year.

B. Any employee who is assigned to work a ten-hour shift and is off on sick leave shall be charged 10 hours of sick leave. Any employee who is assigned to work an eight-

hour shift and is off on sick leave shall be charged 8 hours of sick leave.

C. Any employee incurring a non-duty sickness or disability shall be eligible to use their accrued sick leave with full pay.

D. Each employee shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed.

E. The Employer shall provide injury leaves of absence with full pay for periods of time commensurate with the nature of injuries received while in line of duty for at least one (1) year. At the expiration of said one (1) year period, the City Council or governing body may extend such injury leave at full pay, reduced pay, or leave without pay. The Employer shall retain its subrogation rights under existing state law.

F. In the event that an employee with two (2) or more years of service for any reason leaves the classified service, they shall receive, in a lump sum payment, the full amount of their salary for the period of accumulated sick leave, provided that such payment shall not be based upon more than seven hundred twenty (720) hours of accumulated sick leave.

G. An employee who retires may elect to have the compensation associated with accrued vacation and sick leave applied towards payment of the employee's share of costs associated with the employee's retirement health insurance.

H. The Chief may not discipline an employee for the legitimate use of sick leave without just cause.

Section 3. Death in Family Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted up to forty (40) work hours off with pay. Immediate family is defined as the spouse and children of the employee, the mother, father, brother, sister, grandmother and grandfather of the employee or those of the employee's spouse, grandchildren of the employee, stepparents, and any domiciliary residing in the residence of the employee.

Section 4. Leave Without Pay.

With the permission of the Chief, each employee may be allowed a leave of absence without pay, up to eighteen (18) work weeks.

Section 5. Personal Leave.

Employees will earn eight (8) hours if they are assigned to an eight (8) hour shift and ten (10) hours if they are assigned to a ten (10) hour shift of personal leave for each calendar quarter of perfect attendance. In reference to personal leave only, use of any sick leave shall constitute non-attendance. The employee may use such leave for any purpose subject to the advance approval of the employee's commanding officer. The employee may not carry across contract or fiscal years more than thirty-two (32) hours. An employee may not accrue more than fifty-six (56) hours of personal leave at any given time.

Section 6. Family and Medical Leave Act.

The Family and Medical Leave Policy set out in the City of Beaumont Policies and Procedures Manual shall apply to employees in the Department.

ARTICLE 17 HOLIDAYS

Section 1. The following holidays shall be recognized and observed:

New Year's Day
Labor Day
Good Friday
Easter Sunday
Thanksgiving Day
Day after Thanksgiving
Memorial Day
Christmas Day
Independence Day

A "floating" holiday is hereby granted to every employee during the fiscal year; scheduling of time off must be approved by the Chief or the Chief's designee.

Holiday pay for employees assigned to work ten-hour shifts is defined as 10 hours pay at the employee's hourly rate of pay. Holiday pay for employees assigned to work eight-hour shifts is defined as 8 hours pay at the employee's hourly rate of pay.

Section 2. Any employee who works on a holiday in a regular tour of duty shall be paid a premium rate of twice the employee's hourly rate of pay in addition to holiday pay.

Any employee who takes off or is required to take off on a holiday that is in a regular tour of duty shall receive eight (8) hours of holiday pay if the employee is assigned to work an eight-hour shift, or ten (10) hours of holiday pay if the employee is assigned to work a ten-hour shift.

Section 3. Any employee who is required to work on a holiday not within the employee's regular tour of duty shall be paid at time and one-half the employee's regular rate for that day in addition to hourly pay and in addition to holiday pay.

Section 4. If any holiday specified in Article 17, Section 1, of the Agreement is on an employee's regular day off and said employee does not work on said holiday, the employee shall receive eight (8) hours or ten (10) hours off with pay or eight (8) hours or ten (10) hours pay, based on the employee's regular tour of duty. If a holiday specified in Article 17 of the Agreement falls during an employee's vacation, said holiday shall not be charged to said employee's vacation leave.

Section 5. The Chief may designate which employees are essential and adjust work schedules during holidays to avoid requiring unneeded personnel having to work during a designated holiday.

Section 6. The "call back pay" provisions of this Agreement shall not apply to this Article.

Section 7. An officer shall not be eligible to receive holiday pay if the officer is on leave without pay or absent without leave.

ARTICLE 18
WAGES

Section 1. Wages and Rates of Pay.

The Employer will adopt the wage schedule attached as Appendix "A" based on consecutive years of service. In regard to consecutive years of service, the Employer agrees that benefits, wages, rates of pay or leave accrual currently received by an employee hired or rehired prior to the execution of this agreement shall not be reduced.

In the event a position of Assistant Chief is created, an officer appointed to the position of Assistant Chief shall be paid no less than ten percent (10%) above a Grade IV with 5 or more years of service. This provision does not require the Employer to create or maintain the position of Assistant Chief.

Section 2. Certification Pay.

In addition to the wage rates established by this Agreement, the Employer shall pay premium pay as follows for the following:

1.	To the holder of an intermediate certificate issued by the Texas Law Enforcement Commission on standards and education.	\$50 per month
2.	To the holder of an advance certificate (the holder of an advance certificate shall not be entitled to the premium pay of \$50.00 per month as the holder of an intermediate certificate).	\$100 per month
3.	To the holder of a master certificate (the holder of a master certificate shall not be entitled to the premium pay of \$100.00 per month as the holder of an advanced certificate).	\$150 per month

4.	Licensed breathalyzer operator in patrol (if the employee is engaged as a breathalyzer operator. No more than 30 employees shall be entitled to premium pay as breathalyzer operators and no more than 5 employees, who are not already receiving breathalyzer operator premium pay, are entitled to premium pay as a Drug Recognition Experts(DRE) during the term of this Agreement)	\$50 per month
5.	Licensed polygraph examiner (if actively engaged during the term of this Agreement as a polygraph operator).	\$50 per month
6.	Any employee qualifying as an expert latent fingerprint witness and who is assigned to the identification bureau	\$40 per month
7.	Field Training Officers and the Field Training Officer (FTO) Sergeants assigned to each patrol shift	\$100 per month
8.	Bilingual officer (must pass proficiency certification and re-certify at least every two [2] years) Spanish, Vietnamese, or Sign Language Maximum payment is \$50 per month 20 Maximum officers for Spanish 5 Maximum officers for Vietnamese or Sign Language	\$50 per month
9.	SWAT Team Members	\$25 per month

Educational Incentive. In lieu of receiving certification pay (1, 2, or 3) in Section 2 above, an employee with a bachelor's degree may elect to receive an educational incentive of \$200 per month or \$250 per month for a post graduate degree.

Section 3. Emergency Management Coordinator and Assistant Emergency Management Coordinator. If the Emergency Management Coordinator and/or the Assistant Emergency Management Coordinator is a police officer he or she shall be paid an incentive set by the City Manager.

Section 4. Supervisory Training Incentive. In addition to the wage rate established by this Agreement, the Employer shall pay a one-time bonus of \$750 to any sergeant, lieutenant or captain who successfully completed the Law Enforcement Management Institute of Texas (LEMIT), Southern Police Institute (SPI) or FBI National Academy after October 1, 1997.

Section 5. Police Specialist Incentive. Grade I officers with three (3) or more years of service with the Department shall be eligible to compete for advancement to Police Specialist. Police Specialist is not a rank or classification under Chapter 143 or this Agreement, but a non-supervisory position within the Grade I classification and rank designed to recognize employees with superior skills, initiative, education, and knowledge of police work.

A. The Employer shall follow Chapter 143 only in regard to posting a notice of the written examination and a list of any study materials needed to prepare for the examination. The written examination shall be designed to test the knowledge of Grade I officers in such areas as patrol skills, initiative, criminal laws and procedures, preparing reports and related documents, Department rules and regulations, city ordinances and other job-related areas. This written examination is not a "civil service" examination requiring a civil service certification. The written examination shall be based upon a maximum score of one hundred (100) points. A passing score will be seventy percent (70%).

B. Employees in Grade I who are selected to become Police Specialists will receive incentive pay of \$200 per month.

C. The Chief may select in his discretion any employee who is a Police Specialist to be assigned to or reassigned from the Criminal Investigation Division or Narcotics Division as a criminal investigator. Such assignments as a criminal investigator shall be on a voluntary basis only. Any officer who is designated as a Police Specialist from an eligibility list certified after the effective date of this Agreement may be assigned as a criminal investigator at the discretion of the Chief. Such employees shall not receive Grade II pay. If a vacancy occurs in the Criminal Investigation Division and no Police Specialist applies, the Chief may select any applying Grade I officer for the position.

D. The Chief may remove for just cause the Police Specialist designation of any employee who is designated a Police Specialist. The employee may grieve the removal pursuant to Article 9 of this Agreement.

E. Between October 1, 2014 and September 30, 2018, the Employer shall maintain and fill at least thirty-five (35) Police Specialist positions.

F. Seniority points will be added to the written test score for each year of service as a Beaumont police officer up to 10 years to determine a final eligibility score. The eligibility list shall expire after 12 months from the date of the written examination, or when exhausted, whichever occurs first. Any eligibility lists pertaining to this Section created prior to this Agreement and in existence at the time of this Agreement shall be governed by the Collective Bargaining Agreement dated October 1, 2011 thru September 30, 2014.

Section 6. Direct Deposit. The Employer shall have the right to require that payroll payments to all employees be made by direct bank deposits.

ARTICLE 19
SHIFT DIFFERENTIAL

Effective October 1, 2014, shift differential will be paid as follows:

1st Watch \$.45 per hour

2nd Watch \$.00 per hour

3rd Watch \$.25 per hour

4th Watch \$.35 per hour

ARTICLE 20
OVERTIME, CALL-BACK AND STAND-BY PAY

Section 1. "Hourly rate of pay" shall be an employee's annual salary divided by 2080 hours.

Section 2. Overtime Pay.

A. All hours worked by an employee in excess of forty (40) hours in a work week shall be deemed overtime and shall be compensated on the basis of time and one-half the employee's regular rate of pay in salary or compensatory time. Excused absences with pay shall be deemed hours worked. For the purpose of calculating overtime, an employee's regular rate for a particular work week is the sum of (a) the employee's hourly rate of pay multiplied by all hours worked and (b) the attributable portion of the employee's premium pay (calculated by multiplying the employee's total monthly incentive under this Agreement by 12 months and dividing by 52 weeks), divided by the total number of hours worked by the employee during the work week. As overtime pay the employee shall receive an additional one-half of the employee's regular rate for each hour worked in excess of forty (40) hours in a work week.

B. No schedules, tours of duty or days off shall be changed in order specifically to avoid the payment of overtime.

C. If an employee performs police duties on off-duty hours, the employee is entitled to overtime compensation at one and one-half the regular rate of pay for time actually spent. An employee shall be entitled to insurance coverage that the employee would have had if on duty at the time. In addition, the employee shall be entitled to any reasonable expenses incurred in performing such duty if approved by the Chief. Should the Chief deny the claim, the employee may grieve pursuant to the Grievance Procedure. This section shall not apply to any employee who receives remuneration of any type from any other employer for performing such duties. This section applies only to inadvertent disruptions of an employee's off-duty time.

Section 3. Call Back Pay. All employees who are called back to work from off-duty shall be paid at least two (2) hours minimum one and one-half times the regular rate of pay. All hours in excess of two (2) hours shall be paid at one and one-half times the regular rate of pay.

Section 4. Stand-by Pay. When an employee is on officially designated stand-by duty and such designation is made at least forty-eight (48) hours prior the commencement of that duty, the employee shall receive one (1) hour of pay (at straight time) for eight (8) hours of duty or any fraction thereof. If the assignment is made within forty-eight (48) hours of the commencement of the duty, the employee shall receive two (2) hours of straight pay for eight (8) hours, or ten (10) hours, respectively, of duty or any fraction thereof.

Section 5. Court Time. Any employee not on duty who attends as a witness or in any other capacity in the performance of their duty in a criminal matter or in a civil matter in any case pending in the District Court, Juvenile Court or in a County Court, or before any Grand Jury proceedings or in conferences with the District Attorney or Assistant District

Attorney, or at any pre-trial conference or any other related hearings, or any proceedings by any City, County, Town, State or Federal government or any of the subdivisions or agencies thereof, shall be entitled to two (2) hours minimum overtime compensation at the rate of time and one-half the regular rate of pay. On those occasions when employees are scheduled to work between the hours of 3:00 p.m. to 7:30 a.m., and they are in Court for eight (8) hours the same day, they may, with the permission of their shift commander, notify the Department that they are waiving their court pay and not going to work their shift. Conversely, they may choose to accept the court pay and report for work. This provision shall not apply to those employees who attend court during their regularly scheduled work hours.

Section 6. Evacuation/Disaster Policy. Unless it creates a lesser benefit, the Employer shall apply the same policy for evacuation/disaster policy for non-sworn employees to sworn police officers.

Section 7. Compensatory Time. All employees shall be allowed to accumulate and accrue up to 240 hours of compensatory time in lieu of overtime pay.

ARTICLE 21 LONGEVITY PAY

In addition to all other monies paid for services rendered, the Employer agrees to pay each employee the sum of Four and No/100 Dollars (\$4.00) per month longevity pay for each consecutive year of service in the department up to and including twenty-five (25) years of service.

ARTICLE 22
INSURANCE

Section 1. The Employer shall provide basic life and accidental death and dismemberment insurance to all employees equal to the employee's annual base salary up to a maximum of \$50,000 at no cost to employee.

Section 2. Liability Protection. The Employer shall not reduce during the term of this Agreement liability protection as is presently afforded employees by the Employer. In the event that employees are not covered by liability protection when driving prisoners' vehicles, the Employer will not require employees to drive such vehicles.

Section 3. Medical Plan.

A. Employees shall be offered the same medical insurance plan choices as provided to civilian employees except in-network major medical benefits shall not be less than 80/20 and out-of-network major medical benefits shall not be less than 70/30.

During the term of this Agreement, the City may increase the monthly premium rate of officers by the same percentage increase of the monthly premium rate of non-sworn employees in a plan year, not to exceed twelve-and-one-half percent (12.5%) per plan year.

Married couples who are both covered by the city insurance and who have no dependents will not be charged any dependent premium. Married couples with one or more dependents shall be charged only one time for the increase.

The Employer shall give notice to the Union at least forty-five (45) calendar days in advance of any cost increase in dependent insurance premiums. The Union shall be

entitled to examine all documents, records, statistics, and relevant data used by the Employer to determine a rate increase.

B. Employees may utilize the prescription drug plan under the same terms and conditions as civilian employees.

Section 4. Retiree Medical Insurance Program.

A. During the term of this Agreement, Employer will provide medical coverage for employees and their dependents retiring or becoming disabled after April 1, 1984, subject to the provisions of Sections 4(B) through 4(H) hereof inclusive.

B. Employer is authorized to receive from each retiree, as a condition of receiving retiree medical coverage, a signed statement acknowledging that both the contribution rate (premium) and hospital/medical coverage of the retiree insurance may change in the future.

C. Retired or disabled employees may participate in the program only if they are eligible for retirement or disability benefits under the Texas Municipal Retirement System (TMRS). Only those individuals who are considered eligible dependents of the disabled/retired employee at the time of retirement shall be eligible for continued medical coverage. The disabled/retired employees shall not add or change (except drop a dependent while covered under this medical plan.

Any employee who retires or becomes disabled and has a spouse who is employed with the City may become a dependent of the spouse along with other eligible dependents under the Employer's group medical plan. However, the retired or disabled employee shall make application at least thirty-one (31) days prior to the spouse's termination date to the Employer to institute his/her eligibility for retiree coverage. The spouse and eligible dependents will be allowed to become dependents of the retiree in accordance with the

provisions of this amendment. Upon retirement, the retiree will be required to complete and sign a "Delayed Participation in Retiree Medical Coverage" form.

If a participant's contribution rate status as set out in 4(G) hereof changes, the new rate will be put into effect on the first day of the month following the month in which the contribution rate status change.

D. Coverage provided shall be the same as that provided employees. However, if the Employer, the Union and retirees and disabled employees and their dependents agree, alternative medical insurance programs at different rates and at different levels of coverage may be provided.

E. Retired or disabled employees and their dependents participating in the plan created herein are required on or before age 65, if eligible, to enroll for both Part A, Hospital Insurance, and Part B, Supplementary Medical Insurance, under the U.S. Government Medicare Program. Upon qualification for the Medicare Program, the participant will be excluded from the program herein established. If a participant is not eligible for Medicare, the participant may continue coverage under this medical plan. Failure to become a subscriber as required herein will result in the participant's immediate exclusion from the program herein established. Eligible dependent children may continue coverage under this medical plan after their parents are no longer eligible in accordance with the definition of dependent as listed in the summary plan document.

F. A participant who would otherwise be required to leave the program herein established as provided by 4(E) above may remain on the program if supplemental Medicare insurance without proof of insurability is not available at that time. Such participants must, however, leave the program when such supplemental Medicare insurance for which they are qualified is available. Employer will make its best efforts to obtain and provide information to retirees concerning the availability of such supplemental insurance. The cost of any such supplemental insurance will be paid for by the participant.

G. The participant's monthly contribution rate for medical insurance will be as follows:

Single Rate--	\$150
Single + 1 dependent--	\$200
Family--	\$250

Those participants who retired between the dates of April 1, 1984 and January 31, 1992, shall pay the rates listed above and shall have no increase in contributions until such time as they leave the plan.

H. Those who retired on or after February 1, 1992, may be subject to an annual increase in contribution. The increase will be effected in accordance with this Agreement. The single rate will be established at 69% of the COBRA rate on January 1st annually. The single + 1 dependent rate will be established at 58% of the COBRA rate and the family rate will be established at 54% of the COBRA rate. Subject to paragraph 4(E) hereof, eligible spouses and dependents may remain on the plan at the above-established rates.

Section 5. Dental Insurance.

The Employer shall provide dental insurance coverage through the CLEAT Benefit Trust for each employee at a maximum monthly cost of \$35. If the employee elects to add dependents to the dental insurance, the Employer shall pay a maximum monthly cost of \$61 for both the employee and eligible dependents. Each employee shall pay any additional cost. The Employer shall deduct the employee's cost from the employee's paycheck.

Plan II of the CLEAT Benefit Trust includes employee and family dental insurance coverage. In addition, the trust plan provides accidental death and dismemberment

insurance coverage for the employee and the employee's family, and a blood insurance plan that covers the employee and the employee's family.

The trust document and plan benefits will be provided to the Union and the Employer, and to any employee upon request.

The Union shall indemnify, defend and hold harmless the Employer from any claim or cause of action brought by any employee or affected family member resulting from the operation of this Section.

The Employer shall make payments to the CLEAT Benefit Trust on or before the first day of each month.

ARTICLE 23 GENERAL PROVISIONS

Section 1. Parking.

The Employer shall provide, without cost to employees on duty, adequate parking space adjacent to Police Department facilities.

Section 2. Bulletin Boards.

The Employer agrees to furnish and install one (1) bulletin board on each of the three (3) floors to be affixed in the first floor hallway, uniform squad assembly room, and detective squad room at the police station to be used by the Union for the following notices:

- A. Union meetings;
- B. Union elections;
- C. Reports of Union committees;
- D. Rulings or policies of international association;

E. Recreational and social affairs of Union.

The Union agrees that there shall be no other general distribution, or posting, by the Union or its members upon City property, provided, however, the Chief may permit other material not provided for above at the Chief's discretion to be posted or distributed. The Union agrees to maintain such bulletin boards in a neat and orderly manner. The Association shall be allowed to utilize Department email to disseminate bulletin board information under the same rules and regulations as adopted for bulletin boards.

Section 3. Mileage Allowance.

Employees required to use their private automobiles for duly authorized Department business shall be compensated at the current Employer rate. If an increase is given to other City employees during the term of this Agreement, the rate stated herein shall be increased accordingly.

Section 4. Residency.

Residency shall not be a condition of employment for employees; each employee must be a legal resident of the United States and reside within its boundaries.

Section 5. Safety Program.

In the best interest of the Department and to promote the safety of the employees, patrol cars may be manned by two (2) officers during periods of high criminal activity and in high crime areas. Whenever one (1) officer units are in use, the Employer will use its best efforts to maintain sufficient staffing to provide for employees' safety.

Section 6. Retirement Incentive.

During the term of this Agreement, the Employer may offer a retirement incentive program with mutual consent of the Union. This shall in no way be construed as a reopening of this Agreement.

ARTICLE 24 CIVIL SERVICE

In the event that any provision of this Agreement conflicts or is inconsistent with any provision of Chapter 143 of the Local Government Code, this Agreement shall prevail notwithstanding any such provision of the Local Government Code. It is understood by the parties hereto that Section 143.013 of the Local Government Code relating to civil service rights of the Chief shall in no way be affected by the terms of this Agreement.

ARTICLE 25 SELECTION/REHIRE

Section 1. Entry Level Selection.

The Union agrees that the Employer shall have the right to establish selection procedures for Grade I police officers. Modifications in existing selection procedures shall be brought to the attention of the Union ten (10) days prior to implementation. In establishing a selection procedure for Grade I, the Employer shall not be bound by or subject to the provisions of Chapter 143 of the Local Government Code.

Section 2. Rehire of Former Officers.

The City, at its option, may rehire former Beaumont police officers who separated from the Department in good standing. The City may rehire an officer at the pay grade that accords with his/her years of service at the time of separation. However, the following conditions will apply to the rehired officer:

- The officer will serve a new probationary period of 12 months.
- The officer will not be accorded his/her previous seniority or promotions, if any.
- The officer will accrue leave at the same rate that accords with his/her years of service at the time of separation.
- The officer will earn longevity pay at the same rate that accords with his/her years of service at the time of separation.

ARTICLE 26
COPIES OF AGREEMENT

The Employer agrees to furnish a copy of this Agreement to the Union President.

ARTICLE 27
STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this Agreement, shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Employer or the Union to insist in any one or more instance, 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 Employer or the Union to future performance of any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect.

ARTICLE 28
POLICE OFFICERS' BILL OF RIGHTS

In the event of a complaint filed with Internal Affairs concerning the conduct of an employee, this Bill of Rights shall serve as the basic guideline to offer protection to the employee. Every employee shall be required to cooperate in any investigation regarding complaints of employee misconduct arising from citizen complaints.

Section 1. Procedures.

- A. The interrogation shall be conducted at a reasonable hour.
- B. The interrogation should take place at the Department when possible.
- C. The employee under interrogation shall be informed of the names of the persons present during interrogation.
- D. All questions directed to the employee under interrogation shall be asked in an orderly fashion.
- E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such necessities and rest periods as reasonably necessary.
- F. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be informed of his rights prior to the commencement of the interrogation.
- G. The Chief or the Chief's designee may employ as an investigative aid a polygraph examination from licensed polygraph examiners who are not employed by the Employer nor any public employer. This Agreement shall not preclude the use of polygraph examination results as evidence in a disciplinary proceeding. The Department shall require the complaining citizen to first submit to a polygraph examination before requiring the employee to submit to a polygraph examination. Nothing herein prohibits the Chief from ordering an employee to submit to a polygraph examination where there is no complaining citizen. This Agreement shall not preclude the admission of such information as evidence in a disciplinary proceeding.
- H. The Chief or the Chief's designee shall use the polygraph examination in a fair and reasonable manner.

I. The refusal of the employee to answer all questions fully and truthfully and to submit reports shall be grounds for disciplinary action.

J. An employee may have a Union representative with them as an observer only so long as the representative does not delay or impede the investigation. The observer may not relay any information obtained as a representative to any third person except to a lawyer retained by the employee to represent them in the grievance.

Section 2. Disclosure.

No employee shall be required or requested to disclose any item of property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless required by law. Nothing in this section shall be construed to prohibit the Chief or the Chief's designee from requiring that employees submit requests for approval of off-duty employment.

Section 3. Rules and Regulations.

If the investigation or interrogation of the employee results in any disciplinary action, the Employer shall follow the Department's Rules and Regulations. Effective upon effective date of this Agreement and subject to the Records Retention Act, only sustained formal complaints filed after the effective date of this Agreement shall be retained by the Employer in the employee's personnel file and Internal Affairs file.

ARTICLE 29

IMPASSE PROCEDURE

Section 1. In the event that an impasse, as defined in Chapter 174, Local Government Code (herein referred to as the "Act"), is reached in the collective bargaining process after submission of the unresolved issues to mediation under Section 174.151 of the Act, either

party to the dispute, after written notice to the other party containing specifications of the issues in dispute, may request appointment of a fact finder as provided herein; provided, however, a party shall not request a fact finding more than once during any fiscal year. Prior to invoking fact finding, the parties shall make every reasonable effort to settle their differences. The request for fact-finding shall be initiated within seven (7) calendar days following the expiration of the sixty (60) calendar day pre-impasse period or within seven (7) calendar days of any agreed extension thereof. The members of the fact-finding panel shall be appointed in the manner provided in Section 174.154 of the Act for an arbitration panel.

Section 2. The parties shall enter into a written agreement specifying the issues to be submitted to fact finding. Each party may submit an unlimited number of issues to the fact finding panel; provided, however, that all economic issues (i.e., those issues involving cost or expense to the Employer) shall be combined into a "total economic package" and shall be submitted as a single issue. Non-economic issues may be submitted separately. Each party shall submit in writing to the fact finders its position on each issue at or prior to the hearing.

Section 3. The fact finding panel shall, acting through its chairperson, call a hearing to be held within a reasonable time after appointment of the chair, and shall give the parties at least fifteen (15) calendar days notice in writing of the time and place of such hearing. The hearing shall be informal. After hearing all evidence offered by the parties, the panel shall render a written decision making findings of fact and recommendations as to all matters in dispute. In its written decision, the panel shall state its reasons for its finding of fact and recommendations. In making such findings and recommendations, the panel shall select the final position of one of the parties on each issue presented and shall not attempt to "split the difference."

Section 4. In making its findings of fact and recommendations, the panel shall consider only the following:

1. The total compensation, including wages and benefits, and conditions of employment provided by the Employer to members of the bargaining unit.

2. The total compensation and terms and conditions of employment of police officers employed by Texas cities with populations between 75,000 and 150,000 according to the 2010 Federal decennial census.

3. The rate of increase or decrease in the cost of living for the Houston area determined by the Consumer Price Index for the period beginning with the effective date of the current contract and ending with the most recent published report at the time of the commencement of the hearing.

4. The revenues available to the Employer and the demands upon such revenues.

5. Any current Federal policies or guidelines concerning wages and other compensation.

6. Labor agreements from the Texas cities defined by "2" above.

Section 5. The fee and expenses, including stenographic charges, of the neutral fact finder shall be split equally between the Employer and the Union. All other expenses, including copies of transcripts, witness fees, and fees and expenses of the member of the panel appointed by each party, shall be paid by the party incurring the expense.

Section 6. The findings and recommendations of the fact finder shall not be made public for fifteen (15) calendar days, unless extended by mutual agreement in writing. Once the findings and recommendations are released to the public, the parties shall have seven (7) calendar days to either accept or reject the findings and recommendations.

Section 7. In the event that either party rejects one or more recommendations of the fact finding panel, the rejected party may request submission of each rejected recommendation to a referendum; provided, however, that neither party may request submission to referendum of more than three (3) non-economic issues. If either party requests a referendum hereunder, it shall be the duty of the City Council to call such referendum at the earliest date permitted by law. The cost to the Employer of conducting the referendum shall be borne on a pro rata basis based on issues by the party or parties requesting that the issues be submitted to referendum.

The City Clerk's determination of the cost of the election shall be conclusive. Each issue shall be submitted separately on the ballot and the voters shall cast their ballots "for" or "against" the position of the party rejecting the fact-finding panel's recommendation. The results of the referendum shall be binding on the parties. The conduct of the election shall be handled in an efficient manner.

ARTICLE 30 RETIREMENT

The Employer agrees not to decrease the matching ratio or any other benefit under the Texas Municipal Retirement System (TMRS) during the term of this Agreement.

The Employer agrees to maintain the CPI annuity at no less than seventy percent (70%).

ARTICLE 31 DURATION OF AGREEMENT

This Agreement shall be effective upon execution by both parties and shall remain in full force and effect until the 30th day of September, 2018. This Agreement shall continue in effect after September 30, 2018, until superseded by a new agreement; provided that, unless agreed to in writing by the parties, this Agreement shall not continue in effect after

September 30, 2019.

The City presently intends to continue this Agreement each fiscal year through the end of its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefor and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

ARTICLE 32
SAVINGS CLAUSE

Should any provision of the Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provisions of the Agreement and any supplement thereto should be restrained by any court, all other provisions of the Agreement and any amendment thereto shall remain in force and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

IN WITNESS WHEREOF, the Beaumont Police Officers Association has caused this Agreement to be signed by its President, by order of its membership, and the City of Beaumont has caused this Agreement to be signed by its City Manager on the _____ day of _____, 2014.

BEAUMONT POLICE OFFICERS
ASSOCIATION

CITY OF BEAUMONT

By: _____
President

By: _____
City Manager

Witness

Witness

**APPENDIX A
ARTICLE 18 - SCHEDULE OF WAGES**

Schedule of Wages						
			10/1/2014	10/1/2015	10/1/2016	10/1/2017
			2.5%	2%	2.5%	2%
Grade I - Police Officer						
Start - 2			4,545	4,636	4,752	4,847
2-3			4,689	4,783	4,903	5,001
3-4			4,836	4,933	5,056	5,157
4-5			4,975	5,075	5,202	5,306
5-8			5,124	5,226	5,357	5,464
8-10			5,223	5,327	5,460	5,569
10-12			5,379	5,487	5,624	5,736
12-15			5,487	5,597	5,737	5,852
15-20			5,656	5,769	5,913	6,031
20+			5,825	5,942	6,091	6,213
Grade II - Sergeant						
0-5			6,366	6,493	6,655	6,788
5-10			6,701	6,835	7,006	7,146
10+			6,832	6,969	7,143	7,286
Grade III - Lieutenant						
0-5			7,217	7,361	7,545	7,696
5+			7,363	7,510	7,698	7,852
Grade IV - Captain						
0-5			7,824	7,980	8,180	8,344
5+			7,981	8,141	8,345	8,512