



COLLECTIVE BARGAINING LABOR AGREEMENT
Between The
CITY OF ALICE, TEXAS
And The
ALICE POLICE OFFICERS' ASSOCIATION
("APOA")
FY 2020-2023



TABLE OF CONTENTS

Article 1. Parties to the Agreement	1
Article 2. Purpose and Intent	1
Article 3. Recognition Clause	1
Article 4. Authority and Term	1
Article 5. Relationship to other Laws, Rules and Policies	1
Article 6. Management Rights	2
Article 7. Prevailing bargaining conditions	2
Article 8. Certified lists-Entry Level	2
Article 9. Additional Promotional Provisions	3
Article 10. Appointed Positions	4
Article 11. Dues deductions from payroll	4
Article 12. Wages and Pays	4
Article 13. Overtime pay	5
Article 14. Paid Time Off: Holidays	6
Article 15. Accrued Holiday Pay Hours	7
Article 16. Paid Time Off: Vacation Leave	7
Article 17. Paid Time Off: Sick Leave	7
Article 18. Personal Days	8
Article 19. Paid Time Off: Bereavement Leave	8
Article 20. Insurance and Retirement Benefits	8
Article 21. Clothing and Equipment	8
Article 22. Association Activity	9
Article 23. Personnel Files	9
Article 24. Substance Abuse and Random Testing	9
Article 25. Fitness for Duty Evaluations	10
Article 26. Temporary Suspensions under TLGC 143.056	10
Article 27. Internal Investigations	11
Article 28. Appeals from Disciplinary Suspensions	13
Article 29. Contract Disputes and Procedure	13
Article 30. Arbitration of Contract Grievance	14
Article 31. Appeal of Arbitrator's Award	15
Article 32. Savings Clause	16
Article 33. Glossary of Terms	16
Grievance Forms	19
Signature and Execution Page	21
Classified Ranks List	22
Pay Table "A"	23

1. PARTIES TO THE AGREEMENT

- A. The parties to this Agreement are the CITY OF ALICE, TEXAS, and the ALICE POLICE OFFICERS' ASSOCIATION ("APOA" or "ASSOCIATION").
- B. The CITY OF ALICE, TEXAS ("the CITY" or "the EMPLOYER"), is a home rule municipality organized under the laws of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipality under the Constitution and the Laws of the State of Texas.
- C. References to the CITY and the ASSOCIATION jointly shall be to the "PARTIES."

ARTICLE 2. PURPOSE AND INTENT

- A. The purpose of this Agreement is to comply with the collective bargaining process contemplated under Chapter 174, Texas Local Gov't Code ("TLGC").
- B. It is also intended to make appropriate modifications and improvements to the existing civil service statutes in a way that best addresses the needs of the CITY and the bargaining unit, as represented by the ASSOCIATION.
- C. To establish a contract grievance system that can resolve any disputes over the application, interpretation, and maintenance of this labor agreement can be streamlined and facilitated.

ARTICLE 3. RECOGNITION CLAUSE

- A. The CITY OF ALICE had previously ratified its recognition of the APOA as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 143, TLGC.
- B. The APOA, for its part, hereby represents that it is the duly recognized majority bargaining agent for the law enforcement personnel in the CITY's police department.
- C. The APOA and by extension members of the police bargaining unit understand and agree that the terms of this Labor Agreement are binding upon the successors and assignees of the APOA.

ARTICLE 4. AUTHORITY AND TERM

- A. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall cover a period of three (3) years starting on October 1, 2020 through September 30, 2023.
- B. Automatic Renewal Provisions. The following automatic renewal provisions shall also apply:
 - I. If during this Agreement, the PARTIES do not reach a new fully executed and approved Agreement prior to midnight, September 30, 2023 (the end of this current Agreement), then the parties agree that the terms of this Agreement shall continue for the subsequent fiscal year in question, that is, FY 2023-2024(referred to as "a holdover year").
- C. Final Termination of Contract. The PARTIES further agree that in the absence of a superseding Agreement, this Agreement shall automatically be terminated no later September 30, 2024.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

- A. Civil Service Law. The PARTIES understand and agree that this Agreement shall be administered against the backdrop of applicable civil service statutes for the State of Texas, subject only to the provisions of §174.006, TLGC, which provides that a state or local civil

service provision prevails over a collective bargaining contract negotiated under Chapter 174, TLGC, unless the collective bargaining contract specifically provides otherwise.

- B. Other Statutory Employment Laws. Nothing in this agreement is intended to detract from, or add to, any rights, privileges, duties or obligations applicable to individual police officers under state or federal civil rights law, antidiscrimination laws, anti-retaliation law or whistle-blower law.
- C. Effect on City Policies, Rules & Regulations. The personnel rules, regulations, policies, and practices of the CITY shall continue to apply to the police department and its officers, subject only to the specific provisions contained in this Labor Agreement, as well as any applicable state or federal laws governing public sector employees.

ARTICLE 6. MANAGEMENT RIGHTS

- A. The ASSOCIATION understands and agrees that the CITY OF ALICE, acting through its duly constituted City Council and its management staff retains and reserves unto itself all its governmental powers, privileges, immunities, and responsibilities conferred upon and vested in it under the laws of the State of Texas and of the United States, except as specifically otherwise provided for by the terms of this Agreement.

ARTICLE 7. PREVAILING BARGAINABLE CONDITIONS

- A. The PARTIES understand and agree that all conditions of employment covered by §174.253, TLGC in existence at the time of the ratification of this Agreement which would otherwise qualify as the subject of mandatory bargaining under Texas law, but which are not expressly covered by this Labor Agreement, shall remain unchanged unless modified in writing by a further agreement of the parties.
- B. Any claim by the ASSOCIATION that a specific change to an existing policy or practice during the term of this Agreement qualifies as the subject of mandatory bargaining under Texas law must initially be raised via the grievance process contained in this Agreement to place the CITY on notice of the dispute.
- C. In the absence of a negotiated resolution of any such issue, the PARTIES may submit the issue to arbitration before an independent neutral; provided, however, that: 1) the neutral must be licensed to practice law in the State of Texas; and 2) the neutral's decision is subject to judicial review via a declaratory judgment action.

ARTICLE 8. CERTIFIED LISTS — ENTRY LEVEL

- A. Objective. To modify existing Chapter 143, TLGC procedures to expand the pool of eligible candidates that the CITY may draw from in hiring qualified law enforcement personnel and to expedite the hiring process.
- B. Existing Chapter 143, TLGC policies, practices and procedures, as well as existing City procedures, shall continue to be used for entry level hiring purposes.
- C. TCOLE Certification. In addition to the certified list for entry level applicants, the Civil Service Commission, acting through its Director, may maintain a second, independent list of entry level applicants who at the time of application or thereafter, either already have, or independently acquired, TCOLE certification and do not need to go through a training academy.
- D. The scoring and ranking of the list of TCOLE certified applicants shall be handled in the same manner as for non-TCOLE certified applicants, and the list for TCOLE certified applicants

shall remain in effect on the same terms and conditions as apply to the non-TCOLE certified list.

- E. When the CITY has an entry level vacancy that it decides to fill, the CITY may draw names from either list, utilizing the procedures otherwise applicable to entry level hires under Texas civil service law.
- F. The provisions of this Article override any provisions to the contrary under Chapter 143, TLGC.

ARTICLE 9. ADDITIONAL PROMOTIONAL PROVISIONS

- A. The parties understand and agree that with respect to any promotional level examination, the Civil Service Commission shall continue to approve certified lists in accordance with Chapter 143, TLGC requirements.
- B. Passing Grade Required. A promotional candidate for any rank must first achieve a passing test score of 70% or better on the examination itself before any additional points may be added to a test result.
- C. Additional Points. In addition to a passing grade, a qualified candidate for promotion shall be entitled to additional points to his/her score based on the following criteria:
 - 1. Longevity in the department: One additional point for each year of service in the City of Alice police department up to ten points maximum.
 - 2. Educational Degrees from recognized institutions in Texas:
 - a) Associate Degree: 2 additional points;
 - b) Bachelor Degree: 4 additional points;
 - c) Master Degree: 5 additional points
 - d) Points shall not be cumulative. Only the highest-level degree would apply.
 - 3. Military Service—Honorable Discharge only: 5 points
 - 4. The foregoing points, if applicable, with a maximum of ten (10) point shall be added to the passing grade and will constitute part of the final score for ranking purposes on the certified list.
 - 5. Competent proof of documentation must be on file with the Director prior to testing before additional points are applied.
- D. Point Deductions. Promotion points shall be deducted if the following conditions are met:
 - 1. Disciplinary Suspension: subtract four (4) points per suspension within two (2) years of test date if suspension was not appealed or sustained in whole or in part.
 - 2. Demotion: subtract six (6) points within two (2) years of test date if not appealed or sustained in whole or in part.
- E. Tie Breaker Procedure: In the event of a tie in scores, the Civil Service Director shall break any ties by applying the following criteria:
 - 1. Seniority in rank;
 - 2. Seniority as a law enforcement officer in the Alice police department; and,
 - 3. Seniority of service as an employee for the City of Alice.

F. Bypass Procedure Modified. The provisions of §143.036(f), TLGC shall continue to apply, except as follows:

1. For any vacancy at the ranks of lieutenant and sergeant, the department head may consider the top three candidates on a certified eligibility list. The department head may interview the top three candidates to evaluate whether there exist any valid reasons to for a bypass of ranked list. This interview satisfies the provision under §143.036(f), TLGC to discuss a possible bypass with the candidate(s).
2. If the department head chooses to bypass the candidate with the highest score, and chooses instead the 2nd or 3rd ranked candidate because of a valid reason, then both the 1st and, if applicable, the 2nd ranked candidate would have a right of appeal to the Civil Service Commission only to challenge the bypass.

G. These foregoing provisions override any provisions to the contrary under Chapter 143, TLGC.

ARTICLE 10. APPOINTED POSITIONS

- A. The CITY may appoint an Assistant Police Chief under the provisions of §143.014, TLGC and shall have those rights afforded under this provision.
- B. An appointed position under this Article shall be carried as FLSA exempt.
- C. The CITY reserves the discretionary authority to determine the salary and benefits of the appointed position.
- D. These provisions of this Article override any provisions to the contrary under § 143.014, TLGC.

ARTICLE 11. DUES DEDUCTIONS FROM PAYROLL

- A. The Employer agrees to deduct in an amount certified to be current by the Treasurer of the ASSOCIATION, from the pay of those Employees who individually request, in writing, that such deductions be made. Deductions shall be synchronized with the CITY's payroll cycle.
- B. The total amount of deductions shall be remitted on a pro-rata basis by the City's Finance Department, together with the names of the Employees from whom dues have been collected, to the Official Treasurer of the APOA, or as otherwise specified by APOA.
- C. Any authorization for deductions submitted by an officer shall remain in full force and effect unless and until an officer withdraws the authorization in writing.
- D. The APOA agrees to hold the CITY harmless from any claims by individual employees regarding the deduction of dues and will indemnify the CITY for any legal fees that the CITY would incur in response to an employee complaint.

ARTICLE 12. WAGES AND PAYS

- A. Pay Table. Wages and pays shall be those specified in the Pay Table A attached to this Labor Agreement and the terms specified therein. Beginning the first full pay period after October 1, 2020, all officers shall receive the annualized base pay rates specified in the attached Pay Table A.
- B. Longevity Pay — Statutory and Negotiated. The longevity provisions shall be those specified in Pay Table A attached to this Labor Agreement and the terms specified therein.
 - a. Longevity Pay remains the same for the term of this Agreement.

- C. TCOLE Certification Pay. TCOLE Certification pay shall be that specified in Pay Table A attached to this Labor Agreement and the terms specified therein. Costs associated with achieving certification shall be borne by the employee.
 - a. Certification Pay remains the same for the term of this Agreement.
- D. Education Pay. Education pay, if any, shall be that specified in Pay Table A attached to this Labor Agreement and the terms specified therein. Costs associated with achieving a degree shall be borne by the employee.
 - a. Education Pay remains the same for the term of this Agreement.
- E. Each Officer shall receive either TCOLE Certification Pay or Education Pay in the highest amount that the officer is entitled to under the Certification or Education Pay Table,
- F. Assignment Pay. Assignment pay shall be that specified in the Pay Table A attached to this Labor Agreement and the terms specified therein.
- G. Pro-Rata Calculations. The specified wages and pays shall be payable on a pro-rata basis in accordance with the pay cycles established by the CITY and using existing CITY conversion calculations.
- H. Implementation Guidelines. Further, whenever an individual member qualifies for an adjustment to wages and pays by virtue of the application of the provisions contained in Pay Table A, the application of that wage and pay adjustment shall be implemented starting in the first full pay period after the condition giving rise to the pay adjustment obligation is appropriately triggered.
- I. Grandfathering. Any member grandfathered under the previous contract at a higher level of base pay than that stated in the previous contract, shall have their base pay reduced by the salary reduction stated on the attached pay table as applied to their grandfathered salary.
- J. No Retro-Pays. The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only or in accordance with the terms of this agreement.
- K. Economic Relief Clause, if City revenues fall more than THREE PERCENT (3%) of the revenues budgeted in any given month, the CITY may re-open negotiations on the fiscal component of this agreement by giving a 15-day notice to the ASSOCIATION.
- L. L. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute.

ARTICLE 13. OVERTIME PAY

- A. Overtime Pay. All police officers shall earn and accrue overtime pay in accordance with the minimum requirements the Federal Labor Standards Act (FLSA) applicable to police officers requiring payment of overtime pay during a work period.
- B. Call Back Time. If an officer is called back or called in for unscheduled duty time that officer shall be entitled to be credited with a minimum of two hours of duty time for the unscheduled call back time. If an officer must perform a phone consultation regarding police department business with a prosecutor, attorney, administration or shift supervisor while off shall be entitled to be credited with a minimum of one hour of duty time for the phone consultation.
- C. Call Back from Approved Vacation Leave. If an officer has requested and been approved for vacation leave in accordance with department procedures, and the department later requires an officer with approved vacation leave to return to duty, the officer shall be entitled to be paid at the rate of one and a half times his/her regular rate of pay for those hours worked that had previously been approved as time off for vacation leave.

- D. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute.

ARTICLE 14. PAID TIME OFF: HOLIDAYS

- A. Holidays. The designated holidays for police officers shall be the same as those specified by the City Council at any given time. Nothing in this Article shall be construed as a restriction on the City Council's authority to determine the number of approved holidays.
- B. Holiday Period Specified. For purposes of this provision, a holiday begins at twelve midnight of the specified day and ends at twelve midnight at the end of the specified day, regardless of what day of the week that the holiday is observed.
- C. Holiday Pay. Employees shall receive eight (8) hours of paid holiday pay for the authorized holiday in the applicable payroll cycle that covers the holiday. The officer will receive holiday pay regardless of whether the employee actually works on the holiday, subject only to any forfeiture provisions otherwise contained in this Agreement
- D. Premium Holiday Pay for Productive Hours Worked. Employees who in fact work on a specified holiday shall receive premium holiday pay at the rate of one and a half (1.5) times their regular rate of pay for productive hours worked in the holiday period specified above. Premium pay for productive hours worked shall be over and above the holiday pay hours provided for above.
 - 1. In other words, Employees who do not in fact work on a holiday shall not receive premium holiday pay but shall be limited to only the holiday pay specified above, except as otherwise provided in this Agreement,
 - 2. Premium holiday pay for actual hours worked shall be paid regardless of whether the officer was scheduled to work on that day or not.
- E. Forfeiture of Holiday Pay. The holiday pay specified above shall be forfeited under the circumstances outlined below:
 - 1. Employees scheduled to work on a holiday, but who do not in fact work on a holiday, may utilize other paid time off, such as sick leave or vacation leave, if appropriate, but shall forfeit the holiday pay provided for in this provision.
 - 2. Employees who are not scheduled to work on a holiday, but who are scheduled to work on a day before or after a holiday specified above shall automatically forfeit holiday pay for that holiday if the employee invokes the use of any paid time off on the day before or after the specified holiday.
 - 3. Accumulated paid time off on a scheduled shift before or after a holiday that has been pre-approved by the Chief of Police shall not be subject to the foregoing forfeiture provisions.
 - 4. An employee may, for good cause shown, appeal the forfeiture of holiday pay under this provision to the City Manager, whose decision on whether to nonetheless grant holiday pay shall be final. Administrative decisions over forfeiture of holiday pay shall not be subject to the contract grievance process contained in this Agreement.
- F. No other holiday pay benefit shall be allowed to members of the bargaining unit, and any existing policy or past practices of accruing holiday hours shall be and is expressly discontinued.
- G. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute.

ARTICLE 15. ACCRUED HOLIDAY PAY HOURS

- A. Any accrued holiday pay hours that an officer has accrued at the time this Agreement is approved shall be preserved in their entirety. An officer is entitled to receive a report of accrued holiday hours upon written request to the HR Department.
- B. The PARTIES agree, however, that the value of any accrued holiday hours shall be frozen at the value that those hours currently have at the time of the approval of this Agreement. Subsequent increases in salary or other pay shall not increase the value of any grandfathered holiday pay hours.
- C. The PARTIES further agree that the CITY reserves the right and the authority to manage and reduce the accrued holiday pay hours and to reduce the CITY's liability for these hours by either liquidating these hours in whole or in part, or by scheduling time off for officers and applying these hours as paid time off.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE

- A. Accrual Rate. Vacation leave will accrue in accordance with the provisions of §143.046, TLGC at the rate of fifteen working days with pay in each fiscal year.
- B. Vacation Accrual Caps. Total allowable accrued vacation leave may not exceed more than 160 hours of accrued leave beyond the end of the fiscal year on September 30E¹.
- C. Utilization of Vacation Leave. Utilization of vacation leave shall be handled in accordance with the applicable provisions of the City's Personnel Policy Manual, or departmental policy, as applicable.
- D. Vacation Leave Payout. Vacation leave payout, if any, shall be limited to non-probationary officers and shall be capped at a maximum of 160 hours of accrued vacation leave to be paid at the rate of pay being earned at the time of separation.
- E. These specific provisions override any provision in the City's personnel policy manual to the contrary.
- F. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute.

ARTICLE 17. PAID TIME OFF: SICK LEAVE

- A. Accrual. Sick leave shall accrue in accordance with the minimum requirements provided in applicable civil service law, that is §143.045, TLGC.
- B. Unlimited Accrual. Consistent with §143.045(b), TLGC, sick leave shall accrue without limit.
- C. Utilization. Consistent with §143.045(b), TLGC, sick leave may be used for a bonafide illness, or as otherwise authorized in the personnel policy manual, or as may be required by law.
- D. Sick Leave Justification. If management has a probable cause to believe that sick leave is being abused, management may require a justification and excuse from a U.S. based health care provider for absences of three consecutive workdays or more, or who call in sick more than three times within a two-week period. Probable cause under this Article is also prima facie evidence of sick leave abuse.
- E. Sick Leave Administration. In all other respects, the provisions of the CITY's personnel policy manual will apply.

- F. Payout. Sick leave pay-out will be in accordance with §143.045, TLGC or its successor statute, if any, related to the pay-out of accumulated sick leave.
- G. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute, provided, however, that the nothing herein is intended to supersede or otherwise nullify the statutory provisions under §143.045(d), TI,GC relating to active police officers who die or are killed in the line of duty.

ARTICLE 18. PERSONAL DAYS

- A. Employees who regular schedule is eight (8) hours shall receive sixteen (16) hours of personal leave in their personal accrual bank.
- B. Employees who regular schedule is ten (10) hours shall receive twenty (20) hours of personal leave in their personal accrual bank.
- C. Personal leave shall not carry over from calendar year to calendar year.
- D. This Article shall become effective January 1, 2019.

ARTICLE 19. PAID TIME OFF: BEREAVEMENT LEAVE

- A. Bereavement leave, if any, shall be made available on the same terms and conditions as is allowed under the CITY's personnel policy manual.

ARTICLE 20. INSURANCE AND RETIREMENT BENEFITS

- A. Medical (Health) Insurance. The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage as what the CITY provides to its civilian employees at any given time.
- B. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY and all its employees at any given time.
- C. Life Insurance. The CITY shall provide life insurance benefits to each bargaining unit employee equivalent to what the CITY provides to the CITY's civilian employees at any given time.
- D. Retirement Benefits. The CITY will furnish to each bargaining unit employee the same pension benefits equivalent to what the CITY provides to the CITY's civilian employees at any given time.

ARTICLE 21. CLOTHING AND EQUIPMENT

- A. Each police officer, upon employment with the CITY, shall be issued the following equipment:
 - 1. Three (3) long sleeve uniform shirts;
 - 2. Three (3) short sleeve uniform shirts;
 - 3. Three (3) pairs of uniform pants;
 - 4. One winter jacket;
 - 5. One (I) duty weapon (semi-automatic pistol) with three (3) magazine ammo clips;
 - 6. One (1) AR-15 duty rifle or equivalent weapon;
 - 7. One (1) duty belt with all necessary equipment pouches and duty weapon holster.
- B. Any complaints or concerns about inadequate, inappropriate, or defective or worn equipment shall initially be directed to the Chief, or alternatively to the City Manager via the APOA

President. The City Manager's decision over equipment issues shall be final and not subject to the grievance procedure contained in this Agreement.

ARTICLE 22. ASSOCIATION ACTIVITY

- A. Bulletin Board. The ASSOCIATION shall be provided exclusive access to one bulletin board in the police locker area to post union and police related material and information for the general membership. No materials of a political, scandalous, or personal nature shall be posted or allowed. Disputes over appropriate versus inappropriate material shall be resolved in consultation with the Chief of Police. Continuing disagreements over the propriety of content shall be resolved by the City Manager, whose decision on the issue shall be final and not grievable.
- B. For Bargaining. The duly designated members of the ASSOCIATION's bargaining team shall be permitted to attend bargaining session on duty time, subject to the staffing needs of the Police Department, as determined by the Chief of Police, whose decision on this matter shall be final and not grievable. Bargaining time under this provision shall include a period of time of up to one hour before or one hour after the posted and scheduled bargaining session.
- C. Members of the bargaining unit who are not named members of the bargaining team and who wish to attend a bargaining session as spectators may do so only on their own time. No special prerogative or privilege shall be exercised to accommodate leave requests for personnel who are not named members of the bargaining team.

ARTICLE 23. PERSONNEL FILES

- A. The CITY shall maintain law enforcement officer personnel files in accordance with the requirements of §143.089, TLGC, and in accordance with the provisions of this Article.
- B. The department head shall use all reasonable efforts to maintain the confidentiality and privileges that apply to a departmental "g" file maintained by the department head to the fullest extent allowed by law.
- C. An officer may review his/her department "g" file at any time, upon written request to the department head. Copies of any of the contents of the departmental "g" file may be provided upon written request and subject to the discretion of the department head, whose decision is final and not grievable.
- D. Noting in this Agreement shall be used to restrict the department head's authority to use and rely on the contents of a departmental "g" file as otherwise allowed by law.

ARTICLE 24. SUBSTANCE ABUSE AND RANDOM TESTING

- A. The CITY's and the department's substance abuse policies shall apply to the police bargaining group, provided that the following minimum guarantees shall also apply:
 - 1. Any testing performed under the CITY's policy on a police officer must be performed by a certified testing laboratory and the sample taken must be a "split" sample upon which a second test may be performed if the first sample reads "positive"; and,
 - 2. The testing laboratory must provide for medical review officer (MRO) procedure that an officer can invoice if a test that reads "positive" is returned.
- B. The CITY's and the department's random drug testing policies shall apply to the police bargaining group, provided that the following minimum guarantees shall also apply:

1. In the event an officer's name or number is drawn for random testing is not available within two hours of the time that the name is drawn, the department head may call for a test at any time within the next thirty (30) days during scheduled or unscheduled duty hours.

ARTICLE 25. FITNESS FOR DUTY EVALUATIONS

- A. The CITY shall continue to utilize the process and procedure established under §143.081, TLGC for determining fitness for duty issues, except as otherwise provided herein.
- B. Employees promoted to a new rank may be required by the City to undergo a new physical and psychological fitness evaluation.
- C. The CITY may also require, without first going before the Civil Service Commission, an officer to submit to a fitness for duty evaluation if the Police Chief determines that the following conditions are satisfied:
 1. If the department head has reason to believe that there exists a fitness for duty concern with an officer.
 2. Any fitness for duty evaluation shall be scheduled by the CITY's human resources department with an appropriate health care provider, and the CITY shall bear the cost of any such evaluation.
 3. The human resources department shall also be responsible for providing to the health care provider all necessary documentation related to the fitness for duty evaluation.
 4. The fitness for duty report shall be directed to the human resources department, and a copy of the report shall be provided to the department head and the City Manager.
- D. The CITY may request a fitness for duty evaluation for officers who are out on a line of duty illness or injury leave of absence, as per §143.073, TLGC for the purpose of evaluating a recovery period and expected return to work date.
- E. The specific provision of this Article shall override any contrary provisions contained under §143.081, TLGC and applicable civil service law.

ARTICLE 26. TEMPORARY SUSPENSIONS UNDER §143.056, TLGC

- A. The department head retains the full authority under §143.056, TLGC to impose a temporary suspension with or without pay.
- B. If the department head decides to file a disciplinary suspension with the Civil Service Commission while a criminal case is still pending against an officer, the officer shall have a period of fifteen days (15) days from the date he or she files a timely notice of appeal, within which to decide whether to exercise the statutory privilege of requesting a written abatement of the administrative discipline charges.
- C. If a timely written request for abatement is made, then the CITY will honor the abatement, provided that such abatement serves to abate not only the administrative proceeding, but also any and all other deadlines, pending resolution of the underlying criminal case.
- D. If a timely written request for abatement is not made, then the department head, may, but need not, pursue the administrative discipline charges and the usual deadlines under the statute otherwise apply.
- E. To the extent that the provisions of this Article modify the applicable provisions of Chapter 143, TLGC, the provisions of this Article shall apply.

ARTICLE 27. INTERNAL INVESTIGATIONS PROCESS

- A. General Principles. Except as specifically otherwise modified by this Article, the provisions of Chapter 143, TLGC, shall continue to apply and serve as the backdrop against which City's authority manage law enforcement personnel and enforce all applicable rules and regulations governing performance.
- B. The PARTIES further understand and agree that the department head and the CITY's executive management personnel retain the authority and discretion to determine whether an alleged violation of disciplinary rules and standards of conduct should be investigated and whether any appealable administrative action should be imposed.
- C. In spite of its retention of full managerial and supervisory authority, the CITY nevertheless agrees to extend the following minimum protections to an officer who is the subject or the target of a complaint of misconduct, whether from within or from outside the department, before any final disciplinary action may be imposed:
 - 1. An administrative complaint about officer misconduct, whether verbal or recorded, and regardless of its source, will be provided to that officer before any final appealable disciplinary action can be imposed. Written notice of a complaint will be provided within a reasonable time after the Chief is made aware of the alleged misconduct, unless mitigating circumstances arise.
 - 2. A notice to an officer advising of a complaint will contain at a minimum a recitation of the factual basis of the complaint with sufficient specificity to allow the officer to be aware of the alleged incident in question and to be able to provide a response to the allegations.
 - 3. If after receiving a notice of a complaint, the officer is required to provide a written or recorded response to a notice of a complaint, or if the officer is required to provide a sworn verbal response to an interview, any such response, whether in writing or in an interview will be covered by *Garrity* protections to the fullest extent allowed by law, regardless of whether the allegation implicates criminal conduct.
 - 4. An officer will be given a minimum of two (2) business days to provide a written response to an order to provide a written response and a minimum of four (4) business days to prepare for a recorded interview or statement.
 - 5. The officer may have a representative present during the course of giving a written or recorded statement; provided, however that the representative may not interfere or interrupt the statement process, nor may the unavailability of a representative justify a delay in the questioning process, unless a delay is done by agreement.
 - 6. Upon request of the Employee who is the subject of a complaint, the Employee shall be provided an copy of his / her own recorded statement relating to the complaint in question whether the statement is in written, audio, or video format.
- D. Nothing in this Article relieves an officer from complying with the department policy relating to the preparation and writing of reports and memoranda related to law enforcement work done by the officer in compliance with departmental policy.
- E. The Chief of Police may utilize polygraph tests in accordance with applicable standards set by state law as a tool in determining the credibility of statements.
- F. An officer's refusal or failure to cooperate in the investigative process, including the request to give a statement, and/or the failure to provide true, candid, and honest answers to questions put to the officer, may serve as grounds for disciplinary action independent of the underlying incident that is the basis of the investigation. Any such additional charges may be incorporated into the Notice of Pre-Disciplinary Due Process Hearing notice provided to the officer prior to a final disciplinary decision by the Chief of Police.

- G. Pre-Disciplinary Due Process Hearing & Notice. As a condition precedent to any disciplinary action imposed by the department head, a police officer shall be offered a pre-disciplinary due process hearing.
- H. The notice of a pre-disciplinary due process hearing shall contain the following minimum information:
 - 1. A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are being considered by the department head as the basis of the charged misconduct and possible discipline;
 - 2. A factual statement of any alleged misconduct issues that occurred during the investigative process and which may serve as the basis of discipline;
 - 3. A listing of the possible rules violations implicated by the underlying factual allegations and which may be the basis of a final disciplinary decision by the Chief of Police;
 - 4. The time and place for the hearing with the department head, which shall be no less than three (3) business days' notice to the officer.
- I. Because a pre-disciplinary due process hearing is not required by Chapter 143, TLGC, the PARTIES understand and agree that the time period between service of the notice of pre-disciplinary due process and the due process hearing itself shall be excluded from the calculation of the administrative limitations period under Chapter 143, TLGC.
- J. After an investigative file is substantially completed, but prior to the pre-disciplinary hearing with the department head, the pertinent contents of the internal investigative file may, upon written request by the officer or the officer's representative, be disclosed to the officer or the officer's legal representative in preparation for the due process hearing. The officer shall not be entitled to receive copies from the investigative file, but copies may be provided upon approval by the Chief of Police.
- K. Disciplinary Action. If the department head imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply.
 - 1. The Chief of Police retains the discretionary authority to apply verbal or written reprimands in lieu of discipline to the fullest extent provided for under Chapter 143, TLGC.
 - 2. The Chief of Police may unilaterally impose a disciplinary suspension of up to 30 calendar days (240 hours). This provision is specifically intended to modify the statutory provision contained at §143.052, TLGC which provides for 15 calendar days.
- L. The Notice of Disciplinary action, if any, shall contain the following information:
 - 1. The factual basis of the underlying disciplinary action, including at a minimum the date, time, place and circumstances of the conduct at issue;
 - 2. A recitation of the applicable civil service, departmental, or city based rules, regulations, policies, etc. upon which the disciplinary action is based;
 - 3. A notice of the officer's right to appeal and a brief description of the applicable appellate procedures.
- M. To appeal from a disciplinary action, the officer must timely and properly invoke the appeal process by filing an appropriate notice of appeal with the Civil Service Director in accordance with the provisions of §143.010, TLGC and any applicable deadlines contained therein.

- N. Procedural Complaints On Appeal. Any complaints by an officer to the effect that the CITY has allegedly breached the provisions of any Article in this Agreement, or otherwise violated other statutory protections in connection with the civil service disciplinary process, may raise such claims in the context of a disciplinary proceeding, if any.
- O. Allegations that a provision of this Article, or any other Article in this Agreement have been violated shall not be grounds for a contract grievance or arbitration brought under this Agreement. However, the Civil Service Commission or the independent hearing examiner, as applicable, and before whom any disciplinary appeal is properly pending, may give such weight to claims of breach of this Agreement as that adjudicative body finds appropriate and may apply an appropriate remedy based on a totality of the facts and circumstances presented.
- P. The parties agree that the provisions of this Article shall supersede any statutory provision to the contrary.

ARTICLE 28. APPEALS FROM DISCIPLINARY SUSPENSIONS

- A. The provisions related to appeals from disciplinary suspensions contained in the applicable provisions of Chapter 143, TLGC shall continue to apply.
- B. An officer may, at any time before a hearing is commenced, elect to substitute vacation days for a disciplinary suspension that is three (3) days or less; provided however that in making such an election the officer waives any right to appeal or to continue an appeal and the invocation of the substitution shall result in the disciplinary action becoming final. Any such request must be in writing and directed to the Chief of Police. If the officer invokes the substitution, the officer is nonetheless required to work the days for which the suspension was otherwise imposed.
- C. The parties agree that the provisions of this Article shall supersede any statutory provision to the contrary.

ARTICLE 29. CONTRACT DISPUTES & PROCEDURE

- A. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement that is subject to this grievance procedure, except as otherwise excepted in this Agreement.
- B. Individualized personnel matters related to discipline and discharge, indefinite suspensions, promotions, demotions, transfers and any other individualized personnel action covered by Chapter 143, TLGC shall not qualify as the proper subject of a contract grievance.
- C. Only the ASSOCIATION, acting through its appropriate representatives, has standing to initiate a contract grievance under the terms of this Agreement, after consideration of an alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. The ASSOCIATION shall have the exclusive control over whether to forward a contract grievance to the CITY or not and its decision shall be final.
- D. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:
 - 1. a brief statement of the grievance, including a description of the facts or events upon which it is based;
 - 2. the section(s) of the Agreement alleged to have been violated,
 - 3. the remedy or adjustment sought; and,
 - 4. the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

E. Grievances under this Article shall proceed along the following Steps:

Step 1: An aggrieved employee(s) must initiate a grievance with the ASSOCIATION within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. The ASSOCIATION shall make an internal determination regarding whether the grievance should be forwarded for adjustment. If the ASSOCIATION determines that the grievance does not deserve to be forwarded, the grieving employee(s) shall be so advised and the ASSOCIATION's decision shall be final. If the ASSOCIATION determines that the grievance should be forwarded for adjustment, it shall do so no later than fifteen (15) business days after receipt of the grievance.

Step 2: Any grievance that the ASSOCIATION determines to forward for consideration shall be formally submitted in writing to the department head. After receipt of the grievance, the department head shall have up to fifteen (15) business days to submit a response to the ASSOCIATION. The department head or designee may, but need not, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the department head does not issue a written decision within fifteen (15) business days of receipt of the grievance, the grievance shall be treated as automatically denied at the level of the department head.

Step 3: If the grievance is not resolved at Step 2, or is otherwise denied, the ASSOCIATION may appeal the grievance in writing to the City Manager no later than fifteen (15) business days from the Step 2 denial of the grievance. The City Manager shall render a decision in writing to the ASSOCIATION within fifteen (15) business days of the receipt of the appealed grievance. The City Manager may, but need not, conduct a conference to further exploit the merits of the grievance and to explore resolution options. If the City Manager does not issue a written decision within fifteen (15) business days of receipt of the grievance, the ASSOCIATION may treat the grievance as denied at this level.

Step 4: If the grievance is not resolved at Step 3, the ASSOCIATION shall have fifteen (15) business days from the receipt of the City Manager's denial to invoke arbitration by filing a request for arbitration with the applicable office of the American Arbitration Association.

- F. Failure of the aggrieved member or the ASSOCIATION to comply with the time limits set forth above shall serve to declare the grievance as closed, based upon the last answer received and no further action can be taken; provided, however, that any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the PARTIES; provided that any such jointly agreed extensions must be in writing to be enforceable.

ARTICLE 30. ARBITRATION OF CONTRACT GRIEVANCES

- A. If the grievance is not resolved to the satisfaction of the ASSOCIATION at the City Manager's level, then the ASSOCIATION may pursue arbitration.
- B. The ASSOCIATION shall have fifteen (15) business days from the City Manager's denial to invoke binding arbitration under these provisions.

- C. It shall be the ASSOCIATION 's burden to request a list of qualified neutrals from the American Arbitration Association (AAA), located in the State of Texas. The list of qualified neutrals must meet the following minimum requirements:
 - 1. Qualified neutrals must be certified by the National Arbitration Association (NAA);
 - 2. Further, qualified neutrals must have knowledge and experience with Texas public sector civil service law;
 - 3. If a list of neutrals from the AAA does contains a name that does not meet this criteria, one party or the other may require that the AAA issue a fresh list of neutrals that fully qualifies as provided for herein.
- D. Selection of the arbitrator shall be handled through an alternative strike procedure with the ASSOCIATION exercising the first strike.
- E. The arbitrator selected to preside over the arbitration shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement.
- F. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not properly submitted.
- G. The arbitrator shall have no authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law above and beyond the terms of the Agreement.
- H. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the grievance procedure of this Agreement:
 - 1. Any grievance that is not filed in accordance with the provisions set forth above or that does not meet the definition of a grievance as set forth above; and/or,
 - 2. Any matter that would require an across-the-board change from the wages, rates of pay, hours of work, grievance procedure, working conditions and all other terms and conditions of employment negotiated under this Agreement; and/or,
 - 3. Any matter that is not specifically covered by this Agreement, or any matter excluded by this Agreement.
- I. The cost of the arbitration, including the arbitrator, shall be borne equally by the parties.

ARTICLE 31. APPEAL OF ARBITRATOR'S AWARD

- A. An appeal of an Arbitrator's Award to a state district court may lie in connection with issues related to the following:
 - 1. An Award that exceeds the contractual jurisdiction contemplated by this Agreement;
 - 2. An Award that materially misstates and/or misapplies Texas law;
- B. In connection with an appeal to state district court, the parties agree that each party shall bear its own costs and attorney's fees in connection with such an appeal.

ARTICLE 32. SAVINGS CLAUSE

- A. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.
- B. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period.
- C. Any Appendices to this Agreement are hereby incorporated by reference and shall be deemed to be part and parcel of this Agreement for all purposes.

ARTICLE 33. GLOSSARY OF TERMS

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

Accumulated Paid Time Off— refers to banked vacation, sick, holiday hours, and comp time (if any) applicable to a covered employee.

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, between the CITY OF ALICE and the ASSOCIATION;

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF ALICE police officers wider Chapter 174;

Bargaining Unit - all sworn, certified full time police officers, except the Police Chief, as defined by Chapter 174, TLGC;

Budget (Fiscal) Year- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year;

Business Days — shall be defined as Monday through Friday during normal business hours of 8:00 o'clock a.m. to 5:00 o'clock p.m. and shall not include Saturdays, Sundays, or holidays officially recognized by the CITY;

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year;

CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;

Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

Civil Service - refers to the classified civil service system organized pursuant to Chapters 141, 142, and 143, the Texas Local Government Code;

Civil Service Commission or CSC — refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC;

Civil Service Director or Director — refers to the person appointed, or that person's delegate, to carry out the clerical and administrative functions of the Civil Service Commission as per applicable state law and any duly adopted civil service rules and regulations;

Civil Service Statutes — refers to the provisions of Chapters 141, 142, and 143 to the extent these are applicable to the CITY OF ALICE, TEXAS;

City - refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF ALICE, TEXAS;

City Manager - refers to the City Manager appointed under the City Charter or the City Manager's designated representative;

City Management — refers to the administrative chain of authority within the CITY's administrative structure starting within the Police Department and rising through to the City Manager;

Day — with regard to leave accruals shall mean an eight-hour period of time, except as otherwise specifically provided in an Article;

Department - unless otherwise specified, refers to the CITY OF ALICE Police Department;

Department Head - refers to the person charged with the oversight and administration of the CITY's police department, regardless of the title used and this includes the department head's designated representative;

Employee — unless otherwise specified, shall refer to law enforcement personnel who qualify as members of the bargaining unit under Chapter 174, TLGC;

Execution Date — refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF ALICE in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately;

Effective Date - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the CITY OF ALICE, TEXAS;

FLSA - refers to the Fair Labor Standards Act, as amended;

FMLA - refers to the Family Medical Leave Act, as amended;

Grievance - for purposes of this Labor Agreement is defined in the Article related to contract grievances;

Human Resource Director — refers to the person, or that person's delegate, appointed to handle the personnel functions of the CITY generally. Also referred to as the Personnel Director;

Holiday - for purposes of this Labor Agreement shall refer to officially recognized CITY holidays, provided that the holiday period shall be treated as beginning at 12 midnight at the beginning of the calendar day and ending at 12 midnight at the end of that same calendar day;

Labor Agreement - is this Collective Bargaining Agreement negotiated between the parties;

Longevity Pay —refers to the longevity pay component used by the CITY to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143, TLGC, as well as any longevity (stability) pay authorized pursuant to this Agreement. Statutory and negotiated longevity pay are rolled into one pay table.

Overtime Pay — shall refer to overtime pay established and determined by reference to state or federal law, This is to be distinguished from Time & One-Half Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute;

Paid Time Off—refers to any time period for which an employee is entitled to receive pay without actually being engaged in productive work time;

Parties — refers to the CITY OF ALICE and the ASSOCIATION jointly;

- Pay Cycle — refers to the period of time in which the employer issues pay checks for services rendered and for purposes of calculating the employer's overtime pay obligations to individual employees under state or federal law;
- Police Chief or Chief - refers to the person appointed as the department head for the Police Department, and includes the department heads designated representative;
- Police Department - refers to that department of the CITY responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department;
- Police Officer(s) - refers to those CITY employees who are full-time, TCOLE certified and licensed law enforcement personnel commissioned by the CITY OF ALICE as police officers;
- Shift or Work shift - refers to generally to an eight-hour workday, unless specifically stated otherwise;
- TCOLE — refers to the Texas Commission on Law Enforcement, previously known as TCLEOSE, the Texas Commission on Law Enforcement Officers Standards and Education.

Grievance No. _____

POLICE EMPLOYEE GRIEVANCE FORM
TO THE ASSOCIATION

Grievance Submission by Officer

Employee must use this form, or one substantially like it, for filing grievances with the Union grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
Division	Title/Rank	Station/Shift	Phone

A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature _____ Date: _____

Association Representative _____ Date: _____

Grievance No. _____

BARGAINING AGENT'S STANDARD GRIEVANCE FORM
GRIEVANCE COMMITTEE FINDINGS AND RECOMMENDATION

Grievance Committee's Submission. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
------	---------	------------	-------

Division	Title/Rank	Station/Shift	Phone
----------	------------	---------------	-------

Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the Following Conclusion(s) on the Subject Grievance.

GRIEVANCE COIVIMETTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

Grievance Committee Representative Date: _____

SIGNATURE & EXECUTION PAGE

THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ALICE, TEXAS
(Approved by the ALICF, QITY COUNCIL on _____)

By: _____
Mayor

Attested:

Alice City Clerk

THE ALICE POLICE OFFICERS' ASSOCIATION,
("APOA")

President, Enrique Saenz

(Approved by majority of APOA Membership as per letter dated _____)

Attested:

Secretary, Maritza Perez

The classified ranks listed here are those in effect at the time this labor agreement was negotiated. Reference to this rank structure is for reference purposes only, and is not intended to, nor shall it be interpreted as, a restriction of the CITY's exclusive authority and management right to determine the rank structure for the police department at any given time, or to determine the number of budgeted positions that will be authorized within each rank at any given time.

2. Cadets do not legally qualify as members of the bargaining group under Chap, 174, TLGC definitions and are mentioned herein for reference purposes only. The City reserves the right to modify the pay of cadets as necessary to respond to market conditions.

The probationary period shall begin on the day of initial employment with the City and be for a period of eighteen (18) months from the date of initial hire for all people hired that are not currently certified peace officers. Certified peace officers that do not require certification training as a Texas Peace Officer and who are hired as police officers, and not cadets, shall be subject to a twelve (12) month probationary period. The intent here is give the CITY the benefit of a MI year of performance as a TCOLE certified, full time commissioned officer for performance evaluation purposes. In all other respects, the date of hire with the City shall control, unless otherwise required by civil service statutes or as otherwise specified in this labor agreement.

1. Probationary Officer — shall be from the date of hire with 0-12 months of experience as a police officer and continue for one (1) year of service.
2. PO-I — shall be from the conclusion of probation, (1) year of probation, through the completion of two (2) years of service with the Alice Police Department or an officer with three (3) years of fulltime service with a bonafide police agency but will remain on probation for the first 12 months of service with the Alice Police Department.
3. PO-II — from completion of two (2) years of service through five (5) years of service with the Alice Police Department or an officer with four (4) years of fulltime service with a bonafide police agency but will remain on probation for the first 12 months of service with the Alice Police Department.
4. PO-III — completion of five (5) years of service to (10) years unless promoted to a higher rank with the Alice Police Department or an officer with six (6) years of fulltime service with a bonafide police agency but will remain on probation for the first 12 months of service with the Alice Police Department.
5. Senior Officer-completion of ten (10) years of service with the Alice Police Department and beyond unless promoted to a higher rank. Could be utilized in supervisory role without a working out of classification pay.

PAY TABLE "A"
COLLECTIVE BARGAINING NEGOTIATIONS CITY OF ALICE –
ALICE POLICE OFFICER’S ASSOCIATION
[incorporated by reference into Article 12]

1. BASE PAY AMOUNTS (ANNUAL AMOUNT BASED ON 2080 WORK HRS)

Classified Ranks ^{Pg 22}	Annual Base FY 2020-2021	Annual Base FY 2021-2022	Annual Base FY 2022-2023
Probationary ⁴	\$38,000.00		
Police Officer ⁵ I	\$39,129.92	\$39,912.52	\$40,710.77
Police Officer ⁶ II	\$40,416.94	\$41,225.83	\$42,050.35
Police Officer ⁷ III	\$41,765.37	\$42,600.68	\$43,452.69
Senior Officer ⁸	\$42,718.33	\$43,527.70	\$44,444.15
Corporal	\$46,889.57	\$46,983.36	\$47,923.03
Sergeant	\$56,707.23	\$57,841.37	\$58,998.20
Lieutenant	\$68,969.46	\$70,325.85	\$71,732.37

2. LONGEVITY PAY; SENIORITY; AND PRIOR EXPERIENCE PAY

A. STATUTORY LONGEVITY

The minimum statutory longevity pay specified under Section 141.032, TLGC shall remain in place.

B. SENIORITY PAY TABLE

In addition, officers will receive the following seniority pay using date of hire (DOH) with the Alice Police Department.

Seniority Years of Service (As of DOH)	Annual Amount (prorated)
6	\$1,500.00
8	\$3,000.00
10	\$3,500.00
12	\$4,000.00
14	\$4,500.00
16	\$5,000.00
18	\$5,500.00
20	\$6,000.00
25	\$6,500.00

C. PAY FOR PRIOR YEARS OF LAW ENFORCEMENT EXPERIENCE

Officers who at the time of hire had or have existing TCOLE certification and who have qualified prior years of paid full-time law enforcement service shall, in addition to the foregoing pays, be entitled to receive the following additional pay as a component of pay

Prior Years of Service (As of DOH)	Annual Amount (prorated)
1	\$500.00
2	\$750.00
3	\$1,000.00
4	\$1,250.00
5	\$1,500.00

Police officers hired with full years of service as a sworn, certified, full time paid police officer in another bonafide law enforcement agency shall be entitled to prior service pay for those years of service on a 1:1 basis, with a cap of five years.

Further, this pay for prior years of service begins upon DOH, but all other requirements for satisfaction of probation remain in place. The prior years of service pay shall remain fixed at the number of fill years of service approved upon the DOH.

3. TCOLE CERTIFICATION PAYS AND HIGHER EDUCATION DEGREE PAY

TCOLE Level	Monthly Amount
Intermediate	\$50.00
Advanced	\$100.00
Master	\$150.00

The foregoing Certification Pays are for law enforcement personnel who hold the stated certificate. Pays are for highest level held and are not cumulative. Also, pays are stated in annual amounts, and will be paid in pro-rata amounts throughout yearly pay periods established by the City. Proof of a qualifying certification must be filed by the officer with the City's Human Resources Department in order to qualify for this pay.

College Levels	Monthly Amount
Associate Degree	\$50.00
Bachelor Degree	\$100.00
Master Degree	\$150.00

The foregoing Education Pays are for law enforcement personnel who hold the required degrees. Pays are for highest level held and are not cumulative and will be paid in pro-rata amounts throughout yearly pay periods established by the City. Proof of a qualifying degree must be on filed by the officer with the City's Human Resources Department in order to qualify for this pay.

Each officer will receive the highest single level of pay that the officer is entitled to under the above Certification and Education Pay Tables. In other words, officers may receive the higher of Certification Pay or Education Pay, but not both.

4. PAY FOR AUTHORIZED ASSIGNMENTS - (pay for assignment to and performance of specified assignments identified below)

AUTHORIZED ASSIGNMENTS	Monthly Amount	Hourly Amount
Criminal Investigation Division (CID)	\$100.00	
Field Training Officers (FTO)		\$2.00
Canine Handlers	\$550.00	

The foregoing Assignment Pays are subject to the discretionary authority of the Chief of Police and the number of authorized assignment slots granted by the City via the departmental budget process. FTO officer will receive an additional \$2.00 an hour during time that they are conducting field training. Canine handlers will receive the stipend for the care of the canine. At no time may an Officer receive assignment pay for more than one authorized assignment at any given time. The Police Chiefs decision on allocation of assignments is final and shall not be subject to the grievance process contained in this labor agreement.

END OF PAY TABLE

Agreed and Approved by:

CITY OF ALICE

Michael Esparza, City Manager

ALICE POLICE OFFICER'S ASSOCIATION
(APOA)

Enrique Saenz
President. APOA