



COLLECTIVE BARGAINING LABOR AGREEMENT

Between the

CITY OF ALVIN, TEXAS

And the

ALVIN POLICE OFFICERS' ASSOCIATION
("APOA")

Fiscal Year 2022-2023 through Fiscal Year 2024-2025



City Hall • 216 West Sealy • Alvin, Texas 77511
www.cityofalvin.com

SIGNATURE & EXECUTION PAGE

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

THE CITY OF ALVIN, TEXAS

(Approved by City Council action taken on _____, 2022)

By: _____
Paul Horn
Mayor

By: _____
Dixie Roberts
City Secretary

Dated: _____

THE ALVIN POLICE OFFICERS' ASSOCIATION ("APOA")

(Approved by APOA Membership as per Email Communication dated _____, 2022)

By: _____
Steven Kelly
President, APOA

Alexa Gonzales
Secretary, APOA

Dated: _____

TABLE OF CONTENTS

ARTICLE 1.	PARTIES TO THE AGREEMENT	1
ARTICLE 2.	PURPOSE OF THIS AGREEMENT.....	1
ARTICLE 3.	RECOGNITION CLAUSE	1
ARTICLE 4.	AUTHORITY AND TERM.....	1
ARTICLE 5.	RELATIONSHIP TO OTHER LAWS, RULES & POLICIES	2
ARTICLE 6.	MANAGEMENT RIGHTS	2
ARTICLE 7.	NO STRIKE – NO LOCK OUT	3
ARTICLE 8.	AUTHORIZED ASSOCIATION ACTIVITY.....	3
ARTICLE 9.	WAGES, SALARIES, & COMPENSATION (Exh. A)	4
ARTICLE 10.	CERTIFICATION AND EDUCATION PAY	5
ARTICLE 11.	SUPPLEMENTAL PAYS	5
ARTICLE 12.	FRINGE BENEFITS.....	6
ARTICLE 13.	FLSA OVERTIME PAY AND COMPENSATORY TIME.....	7
ARTICLE 14.	CONTRACTUAL COMPENSATORY TIME FOR ON- CALL PAY	8
ARTICLE 15.	PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED	8
ARTICLE 16.	PAID TIME OFF: VACATION LEAVE (Exh. C-1)	9
ARTICLE 17.	PAID TIME OFF: SICK LEAVE (Exh. C-2).....	9
ARTICLE 18.	PAID TIME OFF: BEREAVEMENT LEAVE (Exh. C-3).....	10
ARTICLE 19.	LINE OF DUTY ILLNESS AND INJURY LEAVE	10
ARTICLE 20.	INSURANCE BENEFITS	10
ARTICLE 21.	PENSION BENEFITS.....	11
ARTICLE 22.	LINE OF DUTY DEATH BENEFIT	11
ARTICLE 23.	OTHER ALLOWANCES	11
ARTICLE 24.	PROBATIONARY PERIOD	11
ARTICLE 25.	GRIEVANCES & GRIEVANCE PROCEDURES (Exh. D1, D2) .	12
ARTICLE 26.	ARBITRATION PROCEDURES	14
ARTICLE 27.	STABILITY OF AGREEMENT; SAVINGS CLAUSE.....	15

ARTICLE 28. GLOSSARY 15

EXHIBITS:

Exhibit “A” – Base Pay Matrix “A”

Exhibit “B” – Dues Deduction Form..... “B”

Exhibit “C” – Personnel Policies (C-1, C-2, C-3)..... “C”

Exhibit “D” – Grievance Forms (D1, D2)..... “D”

FINAL DRAFT

ARTICLE 1. PARTIES TO THE AGREEMENT

A. The following Agreement (“Agreement”) by and between the CITY OF ALVIN, TEXAS (“the City”), and the Alvin Police Officers’ Association (“the ASSOCIATION” or “the APOA”), is hereby recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Chapter 174 of the Texas Local Government Code.

B. The CITY OF ALVIN, TEXAS, hereafter referred to as the “the CITY OF ALVIN,” the “CITY,” or the “EMPLOYER,” is a home rule municipality organized under the law of the State of Texas.

C. The ALVIN POLICE OFFICERS’ ASSOCIATION, hereafter referred to as “the ASSOCIATION,” or “APOA,” is an association, as such is the duly recognized bargaining agent as per Chapter 174 of the Texas Local Government Code (“Chapter 174”) for the purpose of representing qualifying members of the police bargaining unit covered under Chapter 174.

D. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

A. The CITY and the ASSOCIATION agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

B. The Agreement has been reached through the process of collective bargaining with the City and the APOA. This Agreement, therefore, is intended to be, in all respects, in the public interest and to be in compliance with the requirements of Chapter 174.

ARTICLE 3. RECOGNITION CLAUSE

A. The CITY OF ALVIN hereby recognizes the ALVIN POLICE OFFICERS’ ASSOCIATION as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, as well as the applicable provisions of Chapter 143 of the Texas Local Government Code (“Chapter 143”).

B. It is also the intention of the PARTIES that the terms of this Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the active term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

A. **Term of the Agreement.** Except as otherwise provided for within, this Agreement shall cover a period of three (3) years starting on October 1, 2022 (FY2022-23) through September 30, 2025.

B. Automatic Renewal Provisions. The following automatic renewal provisions shall also apply:

1. If during the third year of this Agreement, the PARTIES do not reach a new fully executed and approved agreement prior to midnight, September 30, 2025 (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 2025-26 (the **first** holdover year).
2. Further, if in the **first** holdover year, the APOA tenders a further notice of intent to bargain, and the PARTIES do not reach a new agreement prior to midnight, September 30, 2026, then all terms of this current Agreement shall continue to remain in full force and effect for another fiscal year, that is, FY 2026-27 (the **second** holdover year).

C. Final Termination of Contract. The PARTIES further agree that this Agreement shall automatically terminate upon the earlier of one of the following conditions:

1. That a newly negotiated Agreement is approved and effectuated by and between the PARTIES at any time after January 1, 2025 but before September 30, 2025 (the end of FY 2025); or
2. As of midnight, on September 30, 2027.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

A. Individual Civil Rights Not Affected. Nothing in this Agreement is intended to detract from or otherwise affect any civil rights that an individual police officer, as an employee of the City, would otherwise have under state or federal law.

B. The Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, shall apply to all Officers.

C. Personnel Policy Manual. The provisions of the City's Personnel Policy Manual, as amended from time to time by the City Council, shall apply to all Officers, except as otherwise specifically provided for in this Agreement.

D. Departmental Policies and Procedures. The provisions of the Police Department Policies and Procedures, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

E. Other Rules and Regulations. The provisions of any other statutory or administrative rule, regulation, or policy pertaining to law enforcement operations and personnel management, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

The PARTIES understand and agree that the CITY OF ALVIN, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than what is legally required under Chapter 174 and related **caselaw** interpretations of the statute.

ARTICLE 7. NO STRIKE-NO LOCK OUT

A. The ASSOCIATION 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 City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

B. The PARTIES understand and agree that the City may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The City may also invoke any remedies authorized by Section 174.205 of the Texas Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 8. AUTHORIZED ASSOCIATION ACTIVITY

A. **Association President.** The President of the Association shall have the right to visit the premises of the Police Department on reasonable notice to the Chief for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. **Association Leave Pool.** On each January 1, the City will deduct four (4) hours of sick leave from each member of the Association to be contributed to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association officials or representatives; and other Association-related activities.

C. **Member Right of Withdrawal.** During the December preceding the January deduction, any member desiring not to contribute to the **Association Leave Pool** must make a written, no-deduction request to the City accounting office. The Officer must hand deliver such request to the City finance department.

D. **Utilization of Leave Pool.** The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the Association **Leave Pool**. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during

an emergency situation.

E. **Bulletin Boards.** The Association shall be permitted the exclusive right to an Association bulletin board at the Police Department in an area visible to members of the Association.

F. **Dues Deductions.** The City shall grant a payroll deduction of Association dues, fees, or assessments for APOA and/or CLEAT only on a form attached as an exhibit to this Agreement. See Exhibit B.

G. The City shall notify the Association of any member who revokes his or her membership within seven (7) working days of the date of revocation.

ARTICLE 9. WAGES, SALARIES, & COMPENSATION (Exhibit A)

A. **Base and Step Pay Matrix.** Pay will be determined by the Base Pay Matrix, attached as Exhibit A. Effective the first full pay period after September 30, 2022, all Officers governed by the APOA shall be categorized in the FY 2022-23 Base Pay Matrix according to their tenure in rank. For the remaining period covered by this Agreement, all step-based increases from the Base Pay Matrix shall occur on the anniversary date of the individual officer's hire date or date of promotion, if applicable.

1. Effective the first full pay period after September 30, 2022 (the first year), the Matrix reflects a \$5.00 per hour increase in base wages to the Police Officer paygrade, a \$5.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade, a \$6.00 per hour increase in base wages to the Sergeant paygrade, \$5.00 per hour increase in base wages to the Lieutenant paygrade, and a \$5.00 per hour increase in base wages to the Captain paygrade.
2. Effective the first full pay period after September 30, 2023 (the second year), the Matrix reflects a two percent (2%) increase in base wages to the Police Officer paygrade, a two percent (2%) increase in base wages to the Corporal/ Detective/ Specialist paygrade, a two percent (2%) increase in base wages to the Sergeant paygrade, a two percent (2%) increase in base wages to the Lieutenant paygrade, and a two percent (2%) increase in base wages to the Captain paygrade.
3. Effective the first full pay period after September 30, 2024 (the third year), the Matrix reflects a two percent (2%) increase in base wages to the Police Officer paygrade, a two percent (2%) increase in base wages to the Corporal/ Detective/ Specialist paygrade, a two percent (2%) increase in base wages to the Sergeant paygrade, a two percent (2%) increase in base wages to the Lieutenant paygrade, and a two percent (2%) increase in base wages to the Captain paygrade.

B. Promotional Pay.

1. Upon promotion to a higher classification, an officer in the highest pay scale shall be moved to the pay step that is closest to his/her current pay, but not less than current pay. From this new step, the Officer will receive a one-step promotional

bonus. The Officer will remain at this step until the anniversary of their promotion date .

C. **Longevity Pay.** Longevity pay for Officers shall be paid in accordance with existing City policy for civilian personnel. Either party may reopen discussion on longevity pay if the City modifies its longevity pay policy.

D. The PARTIES acknowledge that the City’s projected annual revenues may fluctuate substantially during any fiscal year. The Parties agree to initiate negotiations as to the wage and salary and certificate pay provisions in this Agreement if the City gives notice under this provision of the occurrence of either of the following two conditions:

1. Where the electorate of the City subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City’s tax rate; or
2. Where the City Council makes a good faith determination that because of an act of God or that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

ARTICLE 10. CERTIFICATION AND EDUCATION PAY

A. The City shall compensate Officers possessing a TCOLE certificate in the amounts specified in the tables below as follows:

TCOLE Certificate	Monthly Stipend
Intermediate Certificate	\$50.00 per month
Advanced Certificate	\$100.00 per month
Master Peace Officer Certificate	\$150.00 per month

B. The City shall also compensate Officers possessing a Degree from a U.S. based accredited institution of higher learning in the amounts specified in the tables below as follows:

College Degree	Monthly Stipend
Associate Degree	\$30.00 per month
Bachelor’s Degree	\$60.00 per month
Master’s Degree	\$120.00 per month

ARTICLE 11. SUPPLEMENTAL PAYS

A. **Night Shift Differential.** Patrol officers assigned to work a night shift shall receive an

additional one dollar (\$1.00) per hour to their regular hourly rate of pay.

1. A night shift for purposes of this provision shall begin at 6:00 p.m. and end at 6:00 a.m.
2. This night shift differential does not apply to any duty hours that an Officer may work outside of the night shift period specified above.
3. Similarly, this night shift differential does not apply to any Officer who is not assigned to night shift, but who may work duty hours during a night shift at any given time.

B. Step-Up Pay. Any Officer performing duties above their normal pay grade (i.e., “step-up”) for a full shift shall receive a rate increase of one dollar (\$1.00) per hour during the temporary assignment. The Police Chief retains the discretion to determine whether and when a step-up pay assignment under this provision shall be implemented.

C. Bilingual Stipend. An Officer, upon being certified by the department as “bilingual,” shall receive a stipend of fifty dollars (\$50.00) per month beginning with the first pay period after certification. Certification standards will be maintained by the department and shall include a fluency/proficiency test.

D. Training Officer Pay. An Officer who is assigned by the Chief and who performs the specific duty of training and evaluating officers shall receive an additional \$5.00 per hour for those hours worked as a Training Officer.

E. Call Out Pay. Officers who are called to work outside their regular schedule, including attendance at court, shall be paid at least two (2) hours minimum. The City may assign tasks to those Officers during that period of time.

ARTICLE 12. FRINGE BENEFITS

A. Target Ammunition for Practice. The City shall provide each Officer with a minimum of two hundred and fifty (250) rounds of practice ammunition annually. Such ammunition shall be controlled and distributed by the Department’s Firearm Proficiency Control Officer.

B. Clothing and Equipment Allowance.

1. The City shall furnish all uniforms, protective vests, hats, jackets, and raincoats without cost to the Officers. Protective vests shall be replaced every five (5) years.
2. The City shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty of officers.
3. In addition, each Officer, including both uniformed and plainclothes, shall receive an allowance of \$155.00 per month, from the date of employment, for the purpose of:

- a. cleaning, maintaining, and repairing equipment assigned to or required of the officer; and
 - b. acquiring equipment required by the department related to performance of duties.
4. Each plainclothes Officer shall receive a clothing allowance of \$600.00 per fiscal year during the first pay period of each fiscal year.

C. **Continuous Duty Meal Break.** An Officer who is assigned to continuous duty for a period of twelve (12) hours, or more, shall be permitted to suspend patrol or other assigned duties, subject to immediate recall at all times, for forty-five (45) minutes for the purpose of having one meal during the tour of duty.

ARTICLE 13. FLSA OVERTIME PAY AND COMPENSATORY TIME

A. In accordance with the Fair Labor Standards Act provisions for Police Officers, there is hereby established a two-week pay period for determination of overtime pay. Work performed by an Officer in excess of eighty-two (82) hours in any given two-week pay period shall be compensated on the basis of 1.5 times the Officer's regular rate of pay in salary or compensatory time.

B. For purposes of this FLSA overtime provision, hours actually worked, compensatory time, and vacation leave shall be considered as time worked for the purposes of qualifying for overtime.

C. The hourly overtime rate of pay shall be calculated in compliance with the FLSA requirements for such pay.

D. Accumulation of compensatory time shall be capped at sixty (60) hours.

E. The City reserves the authority to adjust both department-wide and individual officer work schedules in a manner calculated to avoid generating an overtime obligation for the City.

F. The City further reserves the authority to manage accrued overtime pay obligations and compensatory time accounts and to determine whether any such accrued obligations should be paid out or otherwise taken as leave time. Provided that:

1. The department will provide a minimum of 24-hours' notice to an Officer before requiring the Officer to take compensatory (contractual or FLSA) time off.
2. An Officer's written request to take up to forty (40) hours compensatory time, when submitted with thirty (30) days' notice to the department, and approved in writing by the Chief, shall not be rescinded because of minimum staffing. Approved requests shall be charged against the contractual compensation time account first, if any, and then against the FLSA compensatory time account.

G. The provisions contained herein override any civil service statutory provisions inconsistent with this Article as per the authority of Section 174.006 of the Texas Local Government Code.

ARTICLE 14. CONTRACTUAL COMPENSATORY TIME FOR ON-CALL PAY

A. The Parties hereby agree to create a separate category of deferred compensation that is not otherwise mandated by FLSA law and identified herein as contractual compensatory time.

B. Contractual compensatory time shall apply to on-call pay as well as any other pays provided for in this Agreement that do not trigger a FLSA compensatory time calculation.

C. Contractual compensatory time shall be separately accounted for and reflected on individual payroll checks.

D. City Management reserves the right to determine whether and when to assign an Officer to a type of duty that would invoke the accrual of contractual compensatory time.

E. Officers who are required to be on-call and are released from restriction shall be compensated with four (4) hours of contractual compensatory time for each one-week period they are ordered to be under on-call restrictions.

F. Officers who are required to be on-call and cannot be released from on-call restrictions shall be compensated with 1.14 hours of contractual compensatory time for each twenty-four (24) hour period they are under the on-call restrictions.

G. The contractual comp time accounts existing at the conclusion of each fiscal year shall be paid out no later than the second full pay period after the end of the fiscal year on September 30th.

ARTICLE 15. PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED

A. **Recognized Holidays.** The following holidays shall be treated as official holidays for Officers for purposes of this Agreement:

1. New Year's Day (January 1st);
2. Martin Luther King, Jr. Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
6. Independence Day (July 4th);
7. Labor Day;
8. Thanksgiving Day;
9. Thanksgiving Friday;
10. Christmas Eve (December 24th);
11. Christmas Day (December 25th);
12. New Year's Eve (December 31st); and
13. One (1) Floating Holiday.

B. **Holiday Benefit.** Officers shall receive ten (10) hours at their regular rate of pay for each holiday specified above.

C. **Premium Pay for Hours Worked on Holiday.** Officers who work on a specified holiday period, other than the Floating Holiday, shall earn a premium rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This premium rate of pay will be in addition to the holiday benefit specified above.

1. For purposes of calculating Premium Pay under this Article, a specified holiday begins at 12:01 a.m. and ends at 12:00 midnight on the calendar date of the holidays specified above.
2. Officers who are scheduled to work, but who do not in fact work productive hours for whatever reason (such as shift exchange, vacation, sick leave, unpaid leave, etc.) shall not receive Premium Pay under this Article but may, if applicable, apply comp time, sick leave, or vacation leave at the regular rate of pay for time missed from duty.
3. Overtime pay for FLSA purposes shall not be paid on top of or in addition to any Premium Pay under this Article.
4. In order to use the Floating Holiday, the Officer shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.

5. The date of the Floating Holiday is at the Officer's discretion with Department Director approval.
6. Payment of holiday benefit, as well as Premium Pay for holiday hours worked, shall be paid in the pay period following the specified holiday.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE (Exhibit C-1)

A. Vacation leave for Officers shall be governed by the City's vacation leave provisions contained in the Personnel Policy Manual attached as Exhibit C-1, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the vacation leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 17. PAID TIME OFF: SICK LEAVE (Exhibit C-2)

A. Sick leave for Officers shall be governed by the City's sick leave provisions contained in the Personnel Policy Manual attached as Exhibit C-2, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the sick leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 18. PAID TIME OFF: BEREAVEMENT LEAVE (Exhibit C-3)

A. Bereavement leave for Officers shall be governed by the City's bereavement leave provisions contained in the Personnel Policy Manual, attached as Exhibit C-3, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing city policy.

B. If during the term of this Agreement, the City modifies the bereavement leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 19. LINE OF DUTY ILLNESS AND INJURY LEAVE

A. The City shall provide an Officer a leave of absence for an illness or injury related to the Officer's line of duty. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury, as determined by an independent medical doctor or specialist. If necessary, the leave shall continue for at least one year.

B. The City may satisfy this obligation during its term through the utilization of workers' compensation coverage, short- or long-term disability compensation coverage, or through the use of other plans and programs, provided that the City shall provide for full salary continuation in the event that the plans or programs do not provide a full benefit.

C. At the end of the one-year period, the City's governing body has the option to extend the line of duty illness or injury leave at full or reduced pay. It shall be the Officer's responsibility to make timely application for such an extension in a timely fashion, and the decision of the City's governing body on the application shall be final and is neither appealable nor grievable.

D. If an Officer is temporarily disabled by a line of duty injury or illness, and if the year at full pay and any extensions granted by the governing body, if any, have expired, the Officer may use accumulated sick leave, vacation time, and other accrued benefits before the Officer is placed on temporary leave.

E. After recovery from a temporary disability, the Officer shall be reinstated at the same rank and with the same seniority the Officer had before going on temporary leave.

F. The City reserves the right at any time to order an Officer on temporary disability leave and receiving disability compensation to be evaluated and assessed by an appropriate health care specialist selected by the City, and at the City's expense, to determine an Officer's fitness for duty in the regularly assigned position.

ARTICLE 20. INSURANCE BENEFITS

A. The City agrees to provide Officers with health insurance coverage, life insurance, disability insurance, and any other related type of benefit on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

B. The Association shall be notified in advance of the re-negotiation by the City of its health insurance benefits package and offered the opportunity to comment and locate and refer alternate vendors.

ARTICLE 21. PENSION BENEFITS

The City agrees to provide Officers with retirement benefits and savings plans on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

ARTICLE 22. LINE OF DUTY DEATH BENEFIT

If an Officer dies in the course and scope of employment, the Officer's estate shall be paid for all of the deceased Officer's accrued sick leave, vacation leave, and compensatory time.

ARTICLE 23. OTHER ALLOWANCES

A. **Extra Jobs.** Officers shall be allowed to work extra-duty, security-related employment. The Chief of Police, or his designee, may deny such employment only upon offering a written justification of the denial to the Association.

B. **Lay-Off / Recall.** Seniority shall be the sole factor in layoff and recall, with layoff

being accomplished beginning with the least senior officer and recall beginning with the most senior officer.

ARTICLE 24. PROBATIONARY PERIOD

A. Upon initial employment, beginning position Officers will serve a probationary period without right of appeal of one (1) year from the date of hire.

B. The probationary Officer will not be eligible for vacation benefits during the first six (6) months. Upon successful completion of the probationary period, benefits accrued will be retroactive to the original date of employment. The Officer will be added and has the option of adding his/her dependents, to the group health insurance plan after thirty (30) days of employment.

C. An Officer applicant that has five (5) or more years of prior experience as a police officer, if hired, shall, upon successful completion of the probationary period, be moved to **step three (3)** pay in the scale, remaining there until the anniversary of their hire date .

D. During the probationary period, the Chief of Police may either confirm the hiring, extend the probationary period [not to exceed a total of fifteen (15) months unless this was a trainee appointment] to allow the Officer further time to prove ability to do the job, or dismiss the Officer.

E. No probationary Officer shall be confirmed until the Officer is performing at the “Meets Expectations” level or better. Normally, confirmation takes place after twelve (12) months of probation. When the Chief of Police determines that a probationary Officer is performing at the level that “Exceeds Expectations” or better, the Chief of Police may, subject to the approval of the City Manager, reduce the probationary period to as little as six (6) months.

ARTICLE 25. GRIEVANCES & GRIEVANCE PROCEDURES (Exhibit D)

A. **Grievance Procedures Generally.** The purpose of **these** grievance procedures are to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement, promotion, demotion, suspension, and termination of Officers shall constitute a grievance under the provisions of this Article.

B. **Contract Grievances.** Grievances involving the interpretation, application, or enforcement of a specific clause of this Agreement, or promotions shall be resolved in the following manner.

1. **Step 1.** The aggrieved Officer shall submit his/her written grievance to the Association Grievance Committee, with a copy to the Chief, within twenty (20) calendar days of when the Officer knew or should have known of the occurrence of the event giving rise to the grievance. *See Contract Grievance Form*, attached hereto as Exhibit D1. The committee shall determine whether the grievance is valid. The

committee shall judge each grievance in a fair and equitable manner and shall not discriminate against Officers who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved Officer.

2. **Step 2.** If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) calendar days of the date of the Officer filed the grievance with the Association. *See Exhibit D1*. If the Chief does not respond in writing to this grievance within ten (10) calendar days of its receipt, the grievance shall be deemed to be denied and the Association may progress to the next step. The grievance shall be deemed received by the Chief upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the Chief with the grievance attached, or unless otherwise indicated.
3. **Step 3.** If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) calendar days following the date that the Chief is required to respond. The City Manager shall respond in writing to this grievance within thirty (30) calendar days of its receipt. If the City Manager does not respond within thirty (30) calendar days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved Officer and the appropriate management representative from orally discussing and resolving the grievance. The grievance shall be deemed received by the City Manager upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the City Manager with the grievance attached, or unless otherwise indicated.
4. **Step 4.** If the grievance has not been resolved at Step 3, the Association may submit the grievance to arbitration for adjustment pursuant to the procedure set forth in this Agreement by submitting the written request for arbitration to the City Manager within ten (10) calendar days of receipt of the denial of the grievance from the City Manager.
5. The burden of proof on any contract grievances shall lie with the ASSOCIATION.

C. **Disciplinary Grievances Actions.** Disciplinary grievances and disciplinary grievance procedures shall be conducted in accordance with Chapter 143. Grievances involving disciplinary actions such as of demotion, suspension, and termination of Officers by the Chief of Police shall be resolved in the following manner:

1. The Chief shall have the authority to demote, temporarily suspend [not to exceed fifteen (15) calendar days] or terminate any Officer for cause as set forth in the ordinances and rules and regulations of the City of Alvin and the Alvin Police Department.
2. The Chief may demote, suspend, or terminate an Officer and shall provide a written statement of charges to the Officer by personal service. The written statement shall

point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation of the Civil Service Rules. Said statement shall inform the Officer that he/she has ten (10) calendar days after receipt thereof to file a written notice of appeal with the Civil Service Commission. A copy of such statement of charges shall be filed with the Civil Service Commission within 120 hours (five (5) days) after the discipline is served on the Officer ..

3. If the Officer appeals the discipline to the Civil Service Commission, the Officer must file a Notice of Appeal (*See Notice of Appeal*, attached hereto as Exhibit D2). The Civil Service Commission must hear the appeal within 30 days after the date the Commission receives notice of appeal, or by agreement of the Officer and the Commission. All hearings before the Commission shall be held in accordance with the Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, and with Chapter 143.

D. Notwithstanding any provision of this Article, or of the **Collective Bargaining Agreement**, the Chief shall have authority to temporarily suspend an Officer for no more than ninety (90) working days, when the Officer agrees to the suspension in writing. The Officer shall have no right to appeal such agreed suspension or alter the terms of the Agreement. If during the term of an agreed suspension, the Officer applies for unemployment compensation benefits, the Officer shall be deemed to have violated the agreement and voluntarily resigned from employment with the City.

E. All time limits set forth in this Article must be strictly observed. Failure of the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance, and the grievant may proceed to **the Commission or arbitration**.

F.

ARTICLE 26. ARBITRATION PROCEDURES

A. An Officer may elect to appeal a demotion, suspension or termination to an independent third-party hearing examiner ~~instead of~~ rather than the Commission, in accordance with Section 143.057 of the Texas Local Government Code (*See Notice of Appeal*, attached hereto as Exhibit D2).

B. Contract grievances not resolved by the contract grievance procedure shall be subject to binding arbitration. The sole function of the arbitrator in a contract grievance arbitration shall be to determine whether the City or the Association is correct with reference to the proper application and interpretation of this Agreement. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof.

C. All aspects of the arbitration shall be conducted in accordance with the labor arbitration rules of the AAA, except to the extent the parties agree otherwise. Each side is entitled to a one-time rejection of the first panel and may request a second panel within ten (10) calendar days from receipt of the panel. The party requesting the second panel must pay any expenses associated with requesting a new panel. The party requesting a second panel shall strike first for that panel selection. If there is no second panel requested, then the party who struck first on the previous arbitration appeal shall strike second. The second panel lists do not count for purposes of determining which party strikes first in a subsequent appeal. The parties shall make three alternating strikes and the one name that has not been struck by either party is selected as the arbitrator.

D. **Rules of Arbitration.** The following minimum rules related to any arbitration shall apply:

1. All arrangements of the date, time and location for the arbitration shall be mutually agreed upon, except that the arbitrator shall have jurisdiction in the event of any disputes over arbitration arrangements.
2. The decision of the Arbitrator shall be final and binding on the parties to this Agreement, unless the Arbitrator was without jurisdiction, exceeded his jurisdiction, or if the order was procured by fraud or other unlawful means.
3. Arbitration expenses shall be paid by the losing party. These costs include AAA fees (except for a second panel request) and fees for the arbitrator. Such payment shall be made within thirty (30) days upon receipt of invoice. The losing party is determined by whether the Arbitrator sustains the action in whole for either party.
4. The Association shall bear the expense of any witness(es) called by the Association, and the City shall bear the expense of any witness(es) called by the City. Each party's case preparation and presentation shall be borne by that party. Each party may, at its own expense, tape record or prepare a stenographic record of the hearing. If a transcript of the proceeding is requested, then the requesting party shall pay for such transcript.

5. Officers subpoenaed to appear during working hours shall be treated as they would any other subpoena connected with their duties as a **Police** Officer.

ARTICLE 27. STABILITY OF AGREEMENT; SAVINGS CLAUSE

A. **Stability of Agreement.** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

B. **No Implied Waiver.** The failure of the City or the Association 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 waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

C. **Savings Clause.** Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement, not any provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 28. GLOSSARY

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

AAA means the American Arbitration Association.

Agreement means this Collective Bargaining Labor Agreement.

Association or Union means the Alvin Police Officers' Association, or its duly recognized successors in interest.

Bargaining Agent refers to duly recognized association that serves as the exclusive bargaining agent for the sworn full-time police officers employed by the City of Alvin and as defined by Chapter 174.

Bargaining Unit means all full time sworn police officers, except the Police Chief, as defined by Chapter 174.

Budget (Fiscal) Year refers to the City's fiscal year commencing on October 1 of any given year and ending at twelve midnight on September 30 of the subsequent year.

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

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

Chapter 143, refers to the provisions Chapter 143 of the Texas Local Government Code, as amended, and which refer to the Municipal Civil Service For Firefighters and Police Officers.

Chapter 174 refers to the provisions of Chapter 174 of the Texas Local Government Code, as amended, and which refer to the Fire and Police Employee Relations Act.

Chief or Police Chief means the Chief of Police for the City of Alvin, Texas.

City means the City of Alvin, Texas, acting through its City Management chain of authority.

City Manager means the City Manager of the City of Alvin, Texas.

City Management means the chain of authority within the City's administrative structure starting with the Chief of Police and progressing to the City Manager.

Civil Service Commission or Commission means the Police Officers' Civil Service Commission for the City of Alvin, Texas.

CLEAT means the Combined Law Enforcement Associations of Texas.

Compensatory Time refers to a rate of pay in hours that is equivalent to time and a half of the number of productive hours worked that are classified as compensatory time pursuant to FLSA, or pursuant to a specific provision of this Agreement that provides for pay in terms of compensatory hours.

Contractual Comp Time is deferred pay in hours, as specified in this Agreement, but which would not otherwise trigger an overtime pay obligation under the FLSA.

Department means the Police Department for the City of Alvin, unless otherwise specified.

Execution Date means the date on which this Agreement is fully and formally considered, ratified, and approved by both the Association and the City 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 means the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of this Agreement.

Fiscal Year means October 1 to September 30.

FLSA means the Fair Labor Standards Act.

Full Pay Period means a recurring bi-weekly (every other week) length of time over which employee time is recorded and paid. A full period starts on Monday of week 1 and ends Sunday of week 2.

Immediate Family Member has the same meaning as contained in the Family Medical Leave

Act and is limited to the Officer, the Officer's spouse and any minor children, except as otherwise specifically provided for in this Agreement.

Labor Agreement means this Collective Bargaining Agreement negotiated between the parties.

Member refers to an Officer with the City of Alvin Police Department who is a bargaining unit member.

Officer or Police Officer means any sworn Police Officer of the City with the exception of the Chief of Police.

Overtime Pay refers to an Officer's regular rate of hourly pay, as that pay is to be calculated using FLSA standards, times 1.5.

Paid Time Off refers to any time period for which an Officer is entitled to receive pay without actually engaging in productive work hours.

Parties means the City of Alvin, Texas, and the Association jointly.

Pay Period means the standard pay period established by the City for payroll purposes.

TLGC means the Texas Local Government Code.

END OF DEFINITIONS

Exhibit A

FINAL DRAFT

ALVIN POLICE OFFICER'S ASSOCIATION
2022-2024 SALARY SCHEDULE (Proposed October 1, 2022)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/1/2021	\$ 24.87	\$ 25.77	\$ 26.66	\$ 27.56	\$ 28.45	\$ 29.34	\$ 30.24	\$ 31.17	\$ 32.06	\$ 32.96
Effective 10/2/2022	\$ 29.87	\$ 30.77	\$ 31.66	\$ 32.56	\$ 33.45	\$ 34.34	\$ 35.24	\$ 36.17	\$ 37.06	\$ 37.96
Effective 10/2023	\$ 30.47	\$ 31.39	\$ 32.29	\$ 33.21	\$ 34.12	\$ 35.03	\$ 35.94	\$ 36.89	\$ 37.80	\$ 38.72
Effective 10/2024	\$ 31.08	\$ 32.01	\$ 32.94	\$ 33.88	\$ 34.80	\$ 35.73	\$ 36.66	\$ 37.63	\$ 38.56	\$ 39.49

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/1/2021	\$ 28.46	\$ 29.36	\$ 30.25	\$ 31.14	\$ 32.04	\$ 32.97	\$ 33.86	\$ 34.76	\$ 35.66
Effective 10/2/2022	\$ 33.46	\$ 34.36	\$ 35.25	\$ 36.14	\$ 37.04	\$ 37.97	\$ 38.86	\$ 39.76	\$ 40.66
Effective 10/2023	\$ 34.13	\$ 35.05	\$ 35.96	\$ 36.86	\$ 37.78	\$ 38.73	\$ 39.64	\$ 40.56	\$ 41.47
Effective 10/2024	\$ 34.81	\$ 35.75	\$ 36.67	\$ 37.60	\$ 38.54	\$ 39.50	\$ 40.43	\$ 41.37	\$ 42.30

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/1/2021	\$ 31.25	\$ 32.60	\$ 33.30	\$ 33.97	\$ 34.65	\$ 35.32	\$ 36.02	\$ 36.70
Effective 10/2/2022	\$ 37.25	\$ 38.60	\$ 39.30	\$ 39.97	\$ 40.65	\$ 41.32	\$ 42.02	\$ 42.70
Effective 10/2023	\$ 38.00	\$ 39.37	\$ 40.09	\$ 40.77	\$ 41.46	\$ 42.15	\$ 42.86	\$ 43.55
Effective 10/2024	\$ 38.75	\$ 40.16	\$ 40.89	\$ 41.58	\$ 42.29	\$ 42.99	\$ 43.72	\$ 44.43

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/1/2021	\$ 39.40	\$ 40.76	\$ 41.45	\$ 42.12	\$ 42.81	\$ 43.46	\$ 44.37
Effective 10/2/2022	\$ 44.40	\$ 45.76	\$ 46.45	\$ 47.12	\$ 47.81	\$ 48.46	\$ 49.37
Effective 10/2023	\$ 45.29	\$ 46.68	\$ 47.38	\$ 48.06	\$ 48.77	\$ 49.43	\$ 50.36
Effective 10/2024	\$ 46.19	\$ 47.61	\$ 48.33	\$ 49.02	\$ 49.74	\$ 50.42	\$ 51.36

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/1/2021	\$ 45.74	\$ 47.08	\$ 47.76	\$ 48.42
Effective 10/2/2022	\$ 50.74	\$ 52.08	\$ 52.76	\$ 53.42
Effective 10/2023	\$ 51.75	\$ 53.12	\$ 53.82	\$ 54.49
Effective 10/2024	\$ 52.79	\$ 54.18	\$ 54.89	\$ 55.58

Exhibit B

FINAL DRAFT

**ALVIN POLICE OFFICER'S ASSOCIATION
PAYROLL DEDUCTION AUTHORIZATION FORM**

I am hereby requesting and authorizing that the City of Alvin, Texas, deduct from my paycheck two (2) times per month the amount(s) listed below as of the date listed below and distribute as listed. These amounts are for the APOA and CLEAT dues, fees, and assessments in the amounts indicated:

APOA: _____
CLEAT: _____
TOTAL: _____

DATE: _____

NAME: _____

EMP ID#: _____

ADDRESS: _____

DOB: _____

SSN: _____

ATTENTION PAYROLL DEPT:

This authorization and request shall remain in effect until further modified or revoked by me on a later dated subsequent form.

EMPLOYEE SIGNATURE:

Exhibit C-1

FINAL DRAFT

RULE 25. VACATION LEAVE

- A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Vacation Day - A “vacation day” for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.
- C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this authorization, regardless of their probationary status. Part-time and seasonal employees do not earn vacation leave.
- D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.
- E. Accrual Rate. An employee’s increase of vacation accrual begins with the first pay period of their 6th, 15th and 20th years of service.
- F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	Vacation Benefit as of Anniversary Date of Calendar Year
1 st through 5 th years	80 hours (2 weeks)
6 th through 14 th years	120 hours (3 weeks)
15 th through 19 th years	160 hours (4 weeks)
20 th year and above	200 hours (5 weeks)

- G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.
- H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.
- I. Employees may not “borrow” or receive an advance of unearned vacation time, except upon specific request, and approval from, the City Manager for good cause shown.
- J. Employees shall not receive payment of vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.

- K.** Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.
- L.** Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.
- M.** Compensation for Vacation Leave. Vacation leave shall be paid at the employee's base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.
- N.** Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee's current straight time hourly rate in effect on the date of termination with the following exception:
- Police - Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.
- O.** Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted July 18, 2019)**

Exhibit C-2

FINAL DRAFT

RULE 26. SICK LEAVE

- A.** The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B.** Eligibility to Accrue Sick Leave. All full-time employees begin accruing paid sick leave one (1) month from date of hire. Part-time and seasonal employees do not accrue sick leave.
 - 1.** Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.
- C.** Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.
- D.** Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.
- E.** Utilization. Accrued sick leave may be utilized under the following circumstances:
 - 1.** When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or,
 - 2.** When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or,
 - 3.** When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.
- F.** To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.
- G.** Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.
- H.** An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive work days, and at any other time if requested by the City.
- I.** An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.

- J.** If the employee fails to present such proof in a timely manner, use of sick leave will be disallowed and no other paid leave may be used for the absence.
- K.** Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon, employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.
- L.** No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after 10/2/1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted July 18, 2019)**

Exhibit C-3

FINAL DRAFT

RULE 28. BEREAVEMENT LEAVE

- A.** The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) work days, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave "family" is defined as current spouse, children, step-children, parents, step-parents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.
- B.** An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.
- C.** Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.
- D.** Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted July 18, 2019)**

Exhibit D-1

FINAL DRAFT

**CONTRACT
GRIEVANCE FORM**

Grievance Submission by Member

Grievant must use this form, or one substantially like it, for filing contract grievances with the Association Contract Grievance Committee and subsequent steps of the procedure.

Name _____

Address _____ City/State/Zip _____ Phone _____

Division _____ Title/Rank _____ 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 that you believe have been violated and explain why provisions apply to your complaint.

C. **Remedy or Adjustment Sought.** Specify what remedy or adjustment you seek.

Employee Signature

Date

Association Representative

Date

ASSOCIATION CONTRACT GRIEVANCE COMMITTEE RULING

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

Officer Name _____

Grievance Committee Statement

The Association Grievance Committee met and reviewed the attached contract grievance and reached the following Conclusion(s) on the Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____

Reject Grievance _____

Grievance Committee Representative

Date

Association Representative

Date

OFFICER'S NOTICE OF APPEAL

This form must be used for filing an appeal of a disciplinary action. Please attach a copy of the written notice of disciplinary action you received.

Name _____

Address _____

Home Phone _____ Work Cell Phone _____

Division _____ Title/Rank _____ Station/Shift _____

Supervisor _____

Date you received the written notice of disciplinary action: _____

I wish to appeal this disciplinary action for a hearing before the following (please initial next to your choice):

_____ Police Officers' Civil Service Commission

_____ Third-Party Hearing Examiner – Arbitrator

Basis for appeal (in accordance with Section 143.010(b):

Employee Signature

Date