

**Collective Bargaining Agreement Between
The City of Del Rio
and
Del Rio Police Officers Association**

October 1, 2021 – September 30, 2024

TABLE OF CONTENTS

TABLE OF CONTENTS 2

DEFINITIONS 3

ARTICLE 1—IDENTIFICATION OF THE PARTIES 4

ARTICLE 2—PURPOSE AND INTENT 5

ARTICLE 3—RECOGNITION CLAUSE 5

ARTICLE 4—TERM OF AGREEMENT 5

ARTICLE 5—RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES 6

ARTICLE 6—MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS 6

ARTICLE 7—OVERTIME AND HIGHER CLASSIFICATION PAY 8

ARTICLE 8—WAGES AND PAYS 9

ARTICLE 9—FUNERAL LEAVE 11

ARTICLE 10—ASSOCIATION BUSINESS LEAVE 11

ARTICLE 11—INDEMNIFICATION 12

ARTICLE 12—LABOR RELATIONS COMMITTEE 13

ARTICLE 13—HIRING 13

ARTICLE 14—PROMOTIONS 16

ARTICLE 15—GRIEVANCES & GRIEVANCE PROCEDURE 18

ARTICLE 16—ARBITRATION: PROCEDURES AND SCOPE 23

ARTICLE 17—MISCELLANEOUS PROVISIONS 25

ARTICLE 18—SAVINGS CLAUSE 25

THE DEL RIO POLICE OFFICERS ASSOCIATION, 27

APPENDIX A 28

APPENDIX "B" PAY TABLE **Error! Bookmark not defined.**

APPENDIX C—PHYSICAL FITNESS INCENTIVE AWARDS PROGRAM 32

I. POLICY 35

II. PROCEDURE 35

DEFINITIONS

1. **“Agreement” or “Labor Agreement”**: refers to this Collective Bargaining Agreement negotiated between the City of Del Rio and the Del Rio Police Officers Association.
2. **“Association”**: means the Del Rio Police Officers Association.
3. **“Bargaining Agent”**: refers to duly recognized Association that serves as the exclusive bargaining agent for the Del Rio law enforcement officers under Chapter 174.
4. **“Bargaining Unit”**: means all full time law enforcement officers, except the Chief, as defined by Chapter 174, TLGC, and relevant judicial interpretations of the statute.
5. **“Budget (Fiscal) Year”**: refers to a City’s fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
6. **“Business Days”**: shall be defined as Monday through Friday during normal business hours of 8:00 o’clock am to 5:00 o’clock p.m.
7. **“Calendar days”**: means each day inclusive of weekends and holidays.
8. **“Calendar Year”**: refers to a year beginning on January 1 and ending on December 31 of that year.
9. **“CBA”**: refers to this Collective Bargaining Agreement.
10. **“Chapter 143”**: refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;
11. **“Chapter 174”**: refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
12. **“Chief”**: refers to the appointed official who serves as the chief law enforcement authority in Del Rio. References to the Chief or the Chief’s Office in this Labor Agreement include the Chief’s designated management representatives.
13. **“Chief’s Office”**: refers to Police Chief and all personnel under the control and administration department of the City of Del Rio responsible for the provision of law enforcement, crime prevention, incarceration and detention functions, and any other public safety function entrusted to the Chief’s Office by the Constitution and laws of the State of Texas.
14. **“City” or “Employer”**: means the City of Del Rio, Texas, its Mayor, City Council Members, City Manager, Police Chief and those persons designated by the City of Del Rio to manage the City and its Police Department.
15. **“City Management”**: refers to the administrative chain of authority within the City’s administrative structure within the Chief’s Office, as well as within the City Manager’s Office and the City Council.

16. **“City Personnel Policy” or “Policy” or “Policies”**: refers to the Del Rio Personnel Manual, or Del Rio Police Department Policy when specified.
17. **“Department”**: unless otherwise specified, means the Del Rio Police Department.
18. **“Employee”**: unless otherwise specified, shall refer to all personnel who qualify as Members of the bargaining unit under Chapter 174, TLGC, and relevant judicial interpretations of this statute;
19. **“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 Del Rio, Texas;
20. **“Grievance”**: for purposes of this Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.
21. **“Longevity” or “Seniority”**: Total years of service with the Del Rio Police Department from the date the employee became a probationary officer
22. **Major Offenses**: As it relates to Article 15 includes conduct that relates to or could be considered criminal in nature and constitute a Class A or B misdemeanor or above.
23. **“Member”**: means either Member of the Association or Member of the bargaining unit.
24. **“Officer”**: means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police.
25. **“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.
26. **“Parties”**: refers to the City of Del Rio, Employer, and the Del Rio Police Officer’s Association jointly.
27. **“Working days”**: means each calendar day exclusive of weekends and holidays.

ARTICLE 1—IDENTIFICATION OF THE PARTIES

Section 1.

The Parties to this Agreement are the City of Del Rio, Texas, and the Del Rio Police Officers Association ("DRPOA").

Section 2.

The City of Del Rio, Texas ("City" or "Employer"), is a unit of local government organized under the Constitution and Laws of the State of Texas. It holds all those powers, privileges, duties, and obligations authorized under the Constitution and the Laws of the State of Texas.

Section 3.

The Del Rio Police Officers Association hereafter referred to as “the Association”, or “DRPOA”, is an Association, as such is defined in Chapter 174, Texas Local Government Code (“TLGC”) for the purpose of representing full-time certified and commissioned police officers concerning compensation, hours, grievances, and other conditions of employment affecting Police Officers covered under Chapter 174, TLGC.

Section 4.

References to the City or Employer and the Association or DRPOA jointly shall be to the "Parties."

ARTICLE 2—PURPOSE AND INTENT

Section 1.

The purpose of this Agreement is to give effect to the collective bargaining rights, privileges, and obligations contemplated under Chapter 174, Texas Local Government Code ("TLGC").

ARTICLE 3—RECOGNITION CLAUSE

Section 1.

The City of Del Rio hereby recognizes the Del Rio Police Officers Association as the sole and exclusive bargaining agent for all covered Police Officers, in accordance with Chapter 174, TLGC.

Section 2.

This Labor Agreement shall be binding upon the successors and assignees of the Parties during the term of this Agreement.

ARTICLE 4—TERM OF AGREEMENT

Section 1. Term of the Agreement

This Labor Agreement shall be effective as of October 1, 2021 and shall remain in full force and effect until September 30, 2024.

**ARTICLE 5—RELATIONSHIP OF CBA
TO LAWS, RULES & POLICIES**

Section 1. Laws Relating to Individual Employee Rights

Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual officers under state or federal civil rights law which any other public employee outside the Bargaining Unit would otherwise have.

Section 2. Pre-emption of Chapters 141, 142 or 143

To the extent that any provision of this agreement conflicts with or changes Chapters 141, 142, or 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174.006 of the Texas Local government Code.

**ARTICLE 6—MANAGEMENT RIGHTS
AND MAINTENANCE OF STANDARDS**

A. MANAGEMENT RIGHTS

Section 1.

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby 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 as required under Chapters 143 and 174, TLGC.

Section 2.

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- a) General management and administrative control and authority over the Police Department, including its properties, facilities, and equipment, operations, and staffing;
- b) Determination of the Police Department's overall budget from year to year;
- c) Determination of which Police Department programs, functions, and operations to implement;
- d) Determination over the Police Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;

- e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Chief of Police, the City Manager, or the City Council.
- f) Scheduling of vacation leave, and any other paid time off, whether paid or unpaid;
- g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;
- i) Control of performance, production and service standards within the Police Department.

B. MAINTENANCE OF STANDARDS

Section 1.

All fiscal benefits, privileges, and working conditions existing in the Police Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2.

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3.

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

**ARTICLE 7—OVERTIME AND HIGHER
CLASSIFICATION PAY**

Section 1. Purposes and Scope

The purposes of this Article are:

- A. To state the intent of the City to continue current City practice of calculating hours for overtime and overtime compensation for the duration of this contract; and
- B. To provide requirements for handling temporary assignments of a Corporal or Senior Officer to the higher rank classification of Sergeant and the associated higher classification pay for such assignments.

Section 2. Requirements for Higher Classification Pay

- A. If the Lieutenant in Day Patrol Shifts or Night Patrol Shifts will be temporarily absent for an entire shift or longer (e.g., vacation, sick leave, FMLA leave, injury leave, training), solely upon the written direction of the Division Lieutenant or Captain, the Corporal or Senior Officer may then be designated to temporarily serve during the shift or designated time period beyond a single shift as an acting supervisor for the absent Sergeant.
- B. The designated Sergeant is entitled to the base salary of the higher position (the step in the Lieutenant grade) plus the Sergeant's or Senior Officer's own longevity or seniority pay, educational incentive pay, and certification pay during the time the person performs the duties, if the temporary assignment position lasts one (1) full shift or more.
- C. A Sergeant who works overtime while temporarily filling in for a higher classification, and who is eligible for overtime pay, shall be paid overtime at the appropriate rate as calculated by Human Resources.
- D. The Chief or designee determines the duties and responsibilities on the person assuming the higher rank.
- E. Higher Classification Pay is only available to Sergeants, and only in situations that in the discretion of the Chief of Police, enough additional supervisory duties will be performed to justify the additional pay.

Section 3. Statutory Override

This article supersedes the following sections of the TLGC: Section 141.033, Section 143.038 and Section 142.0015.

ARTICLE 8—WAGES AND PAYS

Section 1. Pay Table. Wages and pays shall be those specified in the Pay Table attached to this Labor Agreement; provided that implementation of those pays shall begin on the first full pay period after the effective date of this Labor Agreement or after October 1, 2021, whichever is later.

A. Pro-Rate Calculations. The specified wages and pays shall be payable on a pro-rate basis in accordance with the pay cycles established by the City and using existing City conversion calculations.

B. Implementation Guidelines. Further, whenever an individual member qualifies for an adjustment to wages and pays because of the application of the provisions contained in the Pay Table, 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 is triggered.

Section 2. 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.

Section 3. Grand-fathered Pays.

The parties understand and agree that if application of the Pay Table formulas to any particular employee should result in a gross pay amount that is less than the gross pay that the employee was earning upon implementation of this Agreement, that employee's pre-contract gross pay amount shall be grandfathered until such time as the wage and pay terms of the Labor Agreement should result in a higher pay amount than the pre-contract pay amount, at which time the contract pay amount, as calculated under the pay table, shall supersede any pre-contract pay amount.

Section 2. Other Pays.

Certification, degree/education pay, longevity pay, clothing allowance shall continue to be paid as per current City or Department Policy and in the amounts shown below.

A. Certification and Degree/Education Pays

Certification Pay and Degree/Education Pay will continue to be paid to Officers at the following rates with a combined cap of \$225 so that the combination of both an Officer's Certification Pay and Degree/Education Pay do not exceed \$225 per month. There will be no "stacking" of certificates or degrees, therefore the Officer will be paid only for the highest certificate and / or degree obtained. In order to qualify for Degree Pay, the degree must have been earned from an accredited college or university.

Certificates	Amount of Monthly Benefit
Basic	-0-
Intermediate	\$50.00
Advance	\$75.00
Masters	\$100.00
Degrees	Amount of Monthly Benefit
Associates	\$75.00
Bachelor	\$125.00
Masters	-0-

B. Longevity Pay

Each Officer shall continue to receive longevity at the current rate of pay as per City or Department Policy.

C. Clothing Allowance

The clothing allowance shall continue to be paid as per City or Department Policy to any Officer assigned to CID in the amount of \$150 every 3 months. This shall be payable to them in the last pay period in March, June, September and December.

D. Physical Fitness Incentive Awards

As part of the required participation in the Del Rio Police Department Physical Fitness Incentive Program, qualifying employees may receive personal days off with pay as described by the attached policy description. Ranking and program achievements will be directed by the Association, and qualifying personal days will be submitted by the Association in the form prescribed by the Finance Department.

No Officer may perform physical activities pursuant to this program while on duty, including lunch or dinner hours.

The Association agrees that no grievance may be heard pursuant to this program through Article 14, and the Association further agrees that other than allowing personal day leave for qualifying Officers, the City will have no liability for this program or for its imposition in any way. Any personal days earned under this Award program shall have no cash value or surrender value and shall not be included in any overtime calculation, separation pay, or any benefit increase.

E. Civic Center Outside Work Opportunity (Added in 2019)

The officers will be able to volunteer for additional work at the civic center, This is not to be considered overtime work and will not be paid for by the city, unless assignment to the civic center is made by the department and the officer is on shift scheduled by the department following applicable overtime policies.

The process for scheduling this work will be as follows;

The Civic Center Manager will send notification of the availability for work directly to the Association President by e-mail. This notification will be sent as soon as practicable from the Civic Center Manager. The President will then hold the sole responsibility to notify all Officers of the work opportunity and provide for fair access to the time slots, and will be responsible for returning the completed sign up names to the Civic Center Manager as soon as they are filled but no later than two weeks before the scheduled event.

The Civic Center Manager may fill slots not reserved by Officers starting two weeks before the scheduled event, and may fill the slots from any approved security provider as allowed by Council Ordinance or internal policy, as applicable.

Officers may be added to the list after this date by the Officer contacting the Civic Center Manager directly to be placed in a slot. This is a courtesy to Officers who may want to sign up after the two weeks, but does not guarantee availability.

Payment:

Officers will receive \$40 per hour for shifts scheduled under the program, regardless of pay grade or rank. The pay will be provided by the renter of the facility, in the form of a cashier's check or money order in the name of the officer who signed up for each shift. The checks may be picked up the week after each event, as convenient to the Civic Center Manager.

Section 3. Statutory Override.

This article supersedes any conflicting provisions of the following sections of the TLGC: Section 143.041, Section 143.042 and Section 143.043, and Section 143.044.

ARTICLE 9—FUNERAL LEAVE

Section 1.

Funeral leave shall be managed in accordance with existing City's personnel policy; however, if the funeral services of the deceased immediate family member will be held in excess of one hundred and fifty (150) miles from Del Rio; or (b) if the deceased is the spouse or child of the Member, regardless of distance, the Member may be afforded up to five (5) days of sick leave instead of three (3) days of sick leave as is current City policy.

Section 2.

For purposes of this Article only, the term "immediate family" is defined the same as the definition used in City's Personnel Policy Section 3.2.

**ARTICLE 10—ASSOCIATION BUSINESS
LEAVE**

Section 1. Voluntary Association Business Leave Pool of up to 80 Hours.

- A. An Association Business leave pool of up to 80 hours per fiscal year shall be created with donated vacation time from bargaining unit members who opt in to participate for use by authorized Association representatives for conferences, training or seminars that further the mission of the Del Rio Police Department.
- B. In the first full pay period of each fiscal year, the City will determine which members have a minimum of 10 hours of accumulated vacation leave as of September 30 to make them eligible to donate two hours to the Association Business Leave “ABL” pool. In the second full pay period of the fiscal year, the eligible Association members may submit a City form authorizing the City Finance Department to deduct this vacation time of two hours to the ABL pool for a total amount in the pool of no more than 80 hours. The eligible Association member’s requests to donate will be processed in alphabetical order in fiscal years 2021-2022 and 2022-2023. In fiscal year 2023-2024, the eligible Association member’s requests to donate will be processed in reverse alphabetical order. Any donated time above the 80 hours will not be accepted by the pool and will be returned to the donating member. Any accumulated ABL time remaining at the end of the fiscal year shall expire and will not remain in the pool to be utilized in the following year. Hours of leave in the ABL pool shall never have any cash or surrender value.

Section 2. Authorization and Use of Association Business Leave

- A. The Association President or his designee shall make a written request for representatives’ use of leave from the ABL pool and submitted in advance for approval by the Chief, including a determination that the occurrence for which ABL time is requested meets the requirements established in Section 1 (A) above before attendance at any function described within this article. The Chief may waive the requirement that the request and approval be in writing. Requests for proper use of ABL time shall be made as far in advance as is practicable. Requests for use of ABL will be considered based on the operational needs. It is the Chief’s discretion whether to grant ABL pool use. It is the intent of the City that a request shall not be unreasonably denied. The Association President shall account for all leave time taken under such status through the Chief’s Office, and such time shall be subtracted from the ABL pool. There shall be no entitlement for overtime pay for any hours worked on Association business.

It is specifically understood and agreed that ABL pool time shall not be utilized for legislative and/or political activities at the local, state or national level including election of public officials, City Charter amendments, or legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s).

ARTICLE 11—INDEMNIFICATION

THE ASSOCIATION SHALL JOINTLY DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND ANY DEPARTMENT OF THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS,

SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY OR ANY DEPARTMENT OF THE CITY FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 12—LABOR RELATIONS
COMMITTEE

Section 1. General Purpose

There shall be a Labor Relations Committee the purpose of which is to act as a forum for informal, non-binding discussion between Association representative and City Management representatives on issue of labor management relations.

Section 2. Structure

The Labor Relations Committee shall be composed of six (6) committee members: three (3) employees selected by the Association to serve on the committee and three (3) employees selected by the City Manager, or his designee, to serve on the committee,

Section 3. Scope and Meetings

A. Any member of the committee may raise issues related to labor management relationship, the maintenance of this Labor Agreement, and other general conditions of employment.

1. Under no circumstance will individualized disciplinary issues be a proper subject of an agenda or discussion of a Labor Relations Committee.
2. The committee shall have no right or authority to amend this Agreement or to abrogate the authority of the City.

B. Meetings of the Labor Relations Committee shall be on an as needed basis, but in no event less than once every three (3) months. This committee shall meet at mutually agreeable dates, times and places.

C. Members who are on duty when a Labor Relations Committee is convened may attend on City time, subject to the staffing needs of the Department, but Members who are not on duty when a Labor Relations Committee is convened shall attend on their own time

ARTICLE 13—HIRING

Section 1. Eligibility

The minimum age for the acceptance of applications for employment for any position in the Department excluding civilian positions is twenty and one half (20 1/2) years of age provided that at the time of graduation from the Training Academy the applicant will have reached his/her twenty-first (21st) birthday.

Section 2. Modified Hiring Process

A. Applicability

The Modified Hiring Process applies only to the hiring of experienced police officers who may not need to attend the Department's regular Training Academy program.

B. Eligibility Requirements

1. The Chief of Police shall establish the eligibility requirements for applicants for the Modified Hiring Process (referred to as "Lateral Hire Applicant.") The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Recruit in the Department's regular Training Academy. The requirements may be modified by the Chief of Police, but shall include at least the following:
 - At the time of application, each Lateral Hire Applicant must be actively employed as a police officer for a municipal, county, federal or state law enforcement agency. Each Lateral Hire Applicant must also have been previously employed, within the past eight (8) years, by a municipal Civil Service agency. Employment by or experience with a school or university law enforcement agency is not acceptable.
 - Each Lateral Hire Applicant shall hold a current peace officer license from the Texas Commission on Law Enforcement Officer Standards and Education ("TCOLE") or shall meet criteria established by the Chief for obtaining the TCOLE peace officer license.
 - Each Lateral Hire Applicant will be subject to and pass a background investigation.
2. The Chief of Police or his designee may, at his or her sole discretion, deny the application of any Lateral Hire Applicant for the Modified Hiring Process and may determine at his or her sole discretion whether a particular Lateral Hire Applicant meets the eligibility requirements.

C. Selection and Placement

1. The Chief of Police shall establish the selection criteria and procedures for the Modified Hiring Process, which need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Recruit in the Department's regular Training Academy. Lateral Hire Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.

2. Upon hire, the Lateral Hire Applicant will be placed in the position of "Lateral Hire Police Officer" regardless of any rank or position the officer previously held in another law enforcement agency, to the same extent as if they had been hired under the processes prescribed by Chapter 143. Each Lateral Hire Police Officer must complete a probationary period.

D. Training and Probation

1. The Chief of Police shall establish the training requirements for individuals hired under the Modified Hiring Process. The training period will consist of six (6) weeks with the Chief of Police's option to extend the time period. All Lateral Hire Police Officers hired through the Modified Hiring Process must successfully complete the training requirements.
2. Each Lateral Hire Police Officer shall successfully complete a probationary period of at least twelve (12) months beginning on that person's date of employment as an academy trainee, but not to exceed the probationary period for officers hired through the Department's regular hiring process.

E. Civil Service Status

1. A Lateral Hire Police Officer who successfully completes both the training and probationary period will be placed in the Civil Service classification of Police Officer and automatically becomes a full-fledged Civil Service employee and has full Civil Service protection. Upon hire and until completion of probation, each Officer hired through this Modified Hiring Process is an at-will employee who may be discharged by the Chief of Police at any time, without notice, without right of appeal or review by any administrative body or court.
2. Upon hire and until completion of probation, an officer hired through the Modified Hiring Process is excluded from the coverage of this Labor Agreement and cannot file grievances pursuant to Article 15.

F. Pay and Seniority

1. For all lateral hires and probationary officers, the rate of pay will begin at PO I.
2. Seniority for purposes of longevity pay, promotion, and vacation day picks shall begin on date of hire.

G. Promotional Eligibility

Officers hired through the Modified Hiring Process must meet the same promotional eligibility requirements as Department Police Officers hired through the Department's regular initial hiring process.

H. Implementation

The Modified Hiring Process described by this Article may be used at any time, for any number of applicants, as authorized by the Chief of Police.

I. Override

This Article supersedes the following sections of the TLGC: 143.021(b), 143.021(c), 143.022, 143.023(a), 143.024, 143.025(a), 143.025(b), 143.025(c), 143.025(d), 143.025(e), 143.025(f), 143.025(g), 143.025(i), 143.026, 143.027(a), 143.027(b), and 143.027(d) to allow for an additional hiring process to be used by the Department that does not require a written test to be administered or graded under Chapter 143, or requirement placement on an eligibility list for appointment.

Section 3. Hiring or Rehiring Under Chapter 143

The modified hiring process outlined in Section 2 above does not affect either the hiring or rehiring process the City may use under Chapter 143 or the Rules of the Civil Service Commission.

ARTICLE 14—PROMOTIONS

Section 1. Intent

In adopting this article, the Parties agreed to implement a promotional system for the ranks of Corporal, Sergeant and Lieutenant within the Department to include an assessment process. The Parties believe administering the assessment process will improve the promotional process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the ranks of Corporal, Sergeant and Lieutenant.

The assessment process may be conducted to evaluate the following dimensions of problem solving/analysis, judgment, planning and organization, oral communication, leadership, decisiveness, self initiative, adaptability, interpersonal skills, written communication skills through written and oral resumes, structured interviews, role-playing, memo/report writing, and oral presentation/plan preparation.

Section 1. A. Intent for Minimum Score Requirement to apply to all Promotions (Added in 2019)

Eligibility to Promote for Senior Officer Tests

The senior officer promotions shall not be included in the assessment process. However, for all promotional written tests, including senior officer and as written here in Section 2 of Article 14, a minimum score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration for promotion. Those examiners who do pass with at least a 70% on the written examination are then eligible to receive seniority points for years of service, not to exceed 10 points.

Section 2. Promotion to Ranks of Corporal, Sergeant and Lieutenant

- A. The Corporal's, Sergeants' and Lieutenant's promotional procedure will consist of two parts as set out in Appendix "A" to the Agreement to include:

Corporal

1. Promotional written exam (100 questions) as 50% of raw score.
2. Participation in an assessment process (10 points possible base score) as 50% of raw score.

Sergeant

1. Promotional written exam (100 questions) as 50% of raw score.
2. Participation in an assessment process (10 points possible base score) as 50% of raw score.

Lieutenant

1. Promotional Written exam (100 questions) as 40% of raw score.
2. Participation in an assessment process (10 points possible base score) as 60% of raw score.

Eligibility to proceed to Assessment Process

A minimum score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration and may not participate in the assessment process.

Additional Points or Points that May Be Deducted

For all three ranks, additional points will be added to a promotional candidate's combined written exam and assessment process raw score for: longevity (one (1) point per year of service in current rank not to exceed ten (10) points); education (highest level only of Associate's Degree at two (2) points, Bachelor's Degree at four (4) points, and Master's Degree at six (6) points); and honorable military service (determined by DD-214) including national guard and reserve at one (1) point per year of completed service up to two (2) points.

For all three ranks, points will be subtracted from a promotional candidate's combined written exam and assessment process raw score for: suspensions (four (4) points per suspension within five (5) years of written exam date) and demotions (six (6) points per demotion within five (5) years of written exam date).

After all points are tabulated, the resulting points will be added or subtracted to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, the candidates will be listed in order highest to lowest of their final score

point totals which will constitute the final eligibility list.

- B. Appendix "A" is incorporated as set forth fully herein and made a part of this Agreement. Appendix "A" may be amended by mutual agreement of a joint Labor/Management Committee with approval from the Commission.

Section 3. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect for one year until its expiration. Any promotional eligibility list created under this Article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement.

Section 4. Fairness and Integrity

This section hereby adapts TLGC Section 143.032 (g) and (h) to apply to the promotional process set forth in this Article and Appendix "A" of the Agreement. The words "promotional examination" or "examination" in Section 143.032 (g) and (h) are hereby replaced with "promotional process". The fairness and integrity of the promotional process is the responsibility of the commission, the director and each municipal employee involved in the preparation or administration of the promotional process.

Section 5. Statutory Override

This Article and Appendix "A" to this Agreement supersede the following sections of the TLGC: Section 143.032 (a) through (f) to provide an assessment process to be administered as part of the promotional selection process, to provide for more flexibility for the timing of grading; Section 143.033 to provide for the process set out in Appendix "A"; Section 143.034 to provide for an assessment process and to preclude appeal of the assessment process; Section 143.035 to provide for the adoption of Appendix A as the Department's alternative promotional system; and Section 143.036 to provide for the promotional process in accordance with this Article and Appendix "A".

Article 15 - INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS

Section 1.

The PARTIES understand and agree that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The PARTIES further understand and agree that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2.

In connection with any investigation into possible rules violations involving or implicating any member of the bargaining unit, the procedural requirements contained in this Article shall apply, as well as all other rights given to police officers under Chapter 143, TLGC.

Section 3. Disciplinary Deadlines:

- A. For Major Offenses to include conduct that could be considered criminal the following will apply:
- 1) For conduct in which an outside law enforcement organization is investigating, but charges have not yet been filed, the Chief may, within 30 days after the date of the final disposition of the external investigation, no-bill, or the agency's decision to not pursue charges, bring a charge against the police officer for violation of civil service or department rules. These provision overrides and control any statutory provision contained in Chapter 143.056(h), TLGC.
 - 2) Should the employee appeal the disciplinary action pursuant to this Article and 143 TLGC, the Chief will not be required to prove criminal elements of major offenses in a disciplinary appeal before the Civil Service Commission or a hearing examiner.
 - 3) All other provisions of 143.056 TLGC will apply.

Section 4. Order to Give Sworn Statement. If the Police Chief determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

- A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designee and must provide 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 believed to form the basis of the underlying investigation and provide an opportunity to provide a meaningful response;
 - 2) A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;
 - 3) A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding;
 - 4) A time, place and date for provision of the statement in accordance with other requirements in this Article.
 - 5) The right to have legal representation present during the course of giving a statement; provided, however that the legal representative may not interfere or interrupt the statement process.
- B. The Order to give a statement, if any, must be issued and served with no less than three (3) days notice to the officer in question.

C. The scheduling of the Order shall be set during normal business hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer once transcribed.

D. A statement shall be taken by one interviewer appointed by the Police Chief. The officer shall respond truthfully to all questions asked by the examining officer.

Section 5. Pre-Disciplinary Due Process Hearing. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information;

A. The pertinent contents of the internal investigative file shall be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. The contents of the investigative file, shall be disclosed or shared with the officer or his representative no less than 48 hours in advance of the Due Process hearing. The officer shall be entitled to receive copies, upon request, of those portions of the investigative file requested by the officer.

B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any.

Section 7. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three days notice to the police officer. The Due Process hearing shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise.

Section 8. Disciplinary Action. If the Police Chief 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. The Police Chief's decision shall be based only on the contents of the internal investigative file developed under his direction as well as any prior misconduct.

Section 9. The Notice of Disciplinary action shall contain the following information:

A. The factual basis of the underlying disciplinary action, including date, time, place and incident;

B. The rules and regulations violations upon which the disciplinary action is based;

C. The officer's right to appeal and appellate procedures

Section 10. To appeal from a disciplinary action, the officer must properly invoke the appeal process by filing a letter addressed to the Civil Service Director within ten (10) business days of personal receipt of the Notice of Disciplinary Action. The appeal notice must identify the disciplinary action from which the appeal is taken and must specify the reasons for the appeal. The appeal notice must further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a 3rd party hearing examiner under Section 143.057, TLGC are being invoked

- A. In addition, the Chief of Police is authorized to allow the officer to satisfy a disciplinary suspension of up to SIXTY HOURS (60) work hours by substituting accrued paid time off that the officer may have as accrued vacation time. This option is allowable only if the officer accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. These provisions override and control any statutory provision to the contract contained in Chapter 143, TLGC.

Section 11. If the Police Chief elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, and this Article, then the subject matter of that particular allegation shall be deemed to have been closed and concluded. Upon concluding an investigation, the Chief or his designee will notify the officer that subject matter is closed and concluded.

Section 12. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article have been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as that adjudicative body finds appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 16—GRIEVANCES & GRIEVANCE PROCEDURE

Section 1.

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.

Section 2.

Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3.

Only the Association has standing to initiate a grievance under the terms of this Agreement, after consideration of an alleged grievance by a bargaining unit Member or the Association. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and shall include, at minimum, the following information:

1. a brief statement of the grievance, including a description of the facts, date of event/occurrence, and events upon which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and

4. the signature of the Grievance Committee chairman or Association President.

Section 4.

The President of the Association may file a collective grievance on behalf of multiple aggrieved employees with the Association Grievance Committee within twenty (20) business days, from the time the President knew or should have known of the facts giving rise to the grievance. Members who are asserting claims for monetary relief for prior pay periods must opt in individually, in writing, within thirty (30) calendar days of the initial filing of the grievance in order to receive any monetary award. The Association may seek and obtain prospective relief as to contract provisions or monetary claims without the joinder (opting in) of individual Members.

Section 5.

Grievances regarding interpretations of this Labor Agreement shall proceed along the following Steps:

Step 1: An aggrieved employee must initiate a grievance with the Association Grievance Committee 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 Grievance Committee shall within its discretion determine if a grievance has merit and whether it should proceed to the next step. If the Association Grievance Committee determines that no grievance exists or the grievance will not be forwarded, no further action will be taken. If the Association Grievance Committee determines that the grievance is valid, it shall within fifteen (15) Business Days after receipt of the grievance, proceed to Step 2 of the procedure.

Step 2: Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Police Chief and a copy to the City Attorney's Office within five (5) Business Days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance, the Police Chief or designee shall evaluate the grievance and shall within fifteen (15) Business Days submit a response in writing to the Association. After receipt of the grievance, the Police Chief or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 3: If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) Business Days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) Business Days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 4: If the grievance is not resolved at Step 3, the Association shall have ten (10) Business Days from the receipt of the City Manager's decision to invoke arbitration. Notice of an intent to arbitrate shall be submitted to the City Manager and the Police Chief, but it shall remain the responsibility of the Association to take the necessary and timely steps to invoke the arbitration procedures outlined herein.

Section 6.

Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the Parties, in writing, as necessary to address the substance of the grievance in a reasonable manner.

Section 7.

If the Association does not receive a written response from the Chief of Police in Step 2 or a written response from the City Manager in Step 3, the grievance will be deemed as denied and the Association will then have the ability to forward the grievance to the next step.

ARTICLE 17—ARBITRATION: **PROCEDURES AND SCOPE**

Section 1.

If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days of the City Manager's final written decision at Step 4 request a list of seven (7) neutrals from either the American Arbitration Association ("AAA"), or the Federal Mediation & Conciliation Service ("FMCS"). The list of neutrals shall consist of arbitrators who are certified by the National Academy of Arbitrators ("NAA"). Nothing in this Agreement shall preclude the Parties from agreeing to a mutually acceptable arbitrator, but failure to agree upon an arbitrator shall not toll the deadlines for invoking arbitration. Copies of any correspondence or communications by the Association to an arbitration agency shall be served upon the City Manager, the City Clerk, and the Chief of Police or their designee.

Section 2.

Within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the Parties shall use a strike procedure whereby an arbitrator is selected by having each Party strike in turn one (1) name from the list until only one (1) name remains. The Party representatives shall determine which Party makes the first strike by a coin toss, such coin toss to be handled by the Case Manager at either AAA or FMCS. The remaining individual on the list of qualified neutrals shall serve as the Arbitrator.

Section 3.

The arbitrator so selected, through the proper agency, shall be promptly notified of his selection and the Parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 4.

The hearing shall be scheduled within thirty (30) days of the selection of the arbitrator, unless

otherwise agreed to by the Parties in writing.

Section 5.

After the arbitrator has been selected and a hearing scheduled, the Parties may, upon written request to each other, call for the disclosure of a list of anticipated witnesses to be called to testify at the hearing, and may similarly call for a list of anticipated documents and exhibits sought to be introduced at the hearing. This request for disclosure shall be made no less than ten (10) business days prior to the date of a scheduled hearing, and the Parties shall have a continuing duty to supplement responses to any such request.

Section 6.

If the matter is submitted to arbitration under the foregoing terms, the Arbitrator shall adhere to the follow procedures and time-tables:

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and/or,
- B. Those agreed upon by written agreement of the Parties.

Section 7.

The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

Section 8.

The Award shall be issued within thirty (30) days after conclusion of the evidentiary hearing, unless an extension is otherwise agreed upon by the Parties. A copy of the award shall be mailed or delivered to the President of the Association, the City Manager and the City's Police Chief and their legal representative.

Section 9.

Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present Agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 10.

With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the Parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement

Section 11.

The cost of the arbitration, including transcription costs shall be borne equally between the Association and the City. If a witness is called by the Association, the Association will bear the cost of the witness. If a witness is called by the City, the City will bear the cost of the witness.

Section 12.

Any and all time limits set forth in this Article may be extended by written mutual consent, but if not so extended they must be strictly observed. Failure of the Association or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the Grievant or the Association may proceed to the next step.

Section 13.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both Parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum; provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 14.

Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure.

**ARTICLE 18—MISCELLANEOUS
PROVISIONS**

Section 1.

An officer who is honorably retired after 20 years of service with the Del Rio Police Department shall, at retirement, be given his badge and at his request, may purchase his duty handgun for the fair market price of the hand gun if it were purchased at time of retirement from a reputable gun dealer. If the fair market price of the hand gun is less than \$50.00, it may be given upon request to the qualifying officer at no cost to the officer.

ARTICLE 19—SAVINGS CLAUSE

Section 1.

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.

Section 2.

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.

Section 3.

Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4.

This Agreement shall be binding upon the successors and assignees of the Parties hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

SIGNATURE & EXECUTION PAGE

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

THE CITY OF DEL RIO, TEXAS

(Approved by Del Rio City Council on _____ of _____, 2021)

By: _____ Dated: _____
JOHN A. SHEEDY IV
CITY MANAGER

By: _____ Dated: _____
MARIA C. ACOSTA
CITY SECRETARY

APPROVED:

FRANK RAMIREZ
POLICE CHIEF

CLARISSA RODRIGUEZ
CITY ATTORNEY

THE DEL RIO POLICE OFFICERS ASSOCIATION,

(Ratified by DRPOA Membership on _____ of _____, 2021).

By: _____
EMILIO GALINDO
PRESIDENT, DEL RIO POLICE OFFICERS ASSOCIATION

By: _____ Dated: _____

SECRETARY, DEL RIO POLICE OFFICERS ASSOCIATION

APPENDIX A

1. Promotional Process Notification

- a. The Civil Service Director shall publicize each vacancy and shall complete the promotional process to fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs.
- b. No later than ninety (90) days prior to the date a promotional process is to be held the Commission shall post a notice which lists the sources from which the written examination questions will be taken.
- c. The promotional process will be open to all officers having served with the Department for at least 2 years in the rank below before the date the written examination is held.

2. Promotional Examination Procedure

The Promotional Examination Procedure will consist of two parts: (1) a written examination consisting of one-hundred (100) multiple choice questions; and (2) participation in an assessment process.

3. Promotional Written Examination Criteria

A minimum score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration and may not participate in the assessment process.

All eligible promotional candidates shall be given the written examination in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on activity military duty outside of this state or in allocation that is not within reasonable geographic proximity to the location where the test is being administered. In this case, the provisions of TLGC section 143.032(b) will be enacted to satisfy the regulations of The Uniformed Services Employment and Reemployment Rights Act (USERRA.). If the promotional candidate will continue to be on active military duty on the date(s) of the scheduled assessment process, the candidate will not be required to participate in the assessment process and the written examination score shall account for one-hundred percent (100%) of the final overall score.

Each written examination shall be graded upon an applicants' completion of the examination.

The grading of each written examination shall be completed at the examination site and in the presence of the applicant who requests it.

4. Promotional Examination Assessment Process Criteria

The Assessment Process shall be administered by the Department with the participation of a five (5) person assessment board selected by the Department head of four (4) members from an outside law enforcement agency being of equal or higher rank of the position being tested for and the Human Resources Director for the City, or his or her designee. For outside law enforcement participants, their respective agencies must oversee a population area of 25,000 or more. For law enforcement participants, they shall have two (2) or more years of experience in the promoted or equivalent rank and shall not be related to any candidates for promotion, and shall not be known, beyond mere acquaintance, any candidates for promotion.

All supervisors may be directed by the Department head to design adequate tests, scenarios, and situations to measure the dimensions of Sergeant and Lieutenant. The tasks assigned to the candidates shall be appropriately related to the duties of a Corporal, Sergeant and Lieutenant with the Department.

The candidates may attend an orientation session on the assessment process.

5. Tabulation of Final Scores for Corporal, Sergeant and Lieutenant

A. Corporal: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:

- 1) The candidate's passing written examination score and multiplied by 5 to account for 50 percent of the candidate's raw score; and adding
- 2) The candidate's assessment process score (10 point scale) multiplied by 50 to account for 50 percent of the candidate's raw score.
- 3) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DD-214) including national guard and reserve at 1 point per year of completed service up to 2 points.
- 4) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
- 5) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.

B. Sergeant: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:

- 6) The candidate's passing written examination score and multiplied by 5 to account for 50 percent of the candidate's raw score; and adding
- 7) The candidate's assessment process score (10 point scale) multiplied by 50 to account for 50 percent of the candidate's raw score.

- 8) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DD-214) including national guard and reserve at 1 point per year of completed service up to 2 points.
- 9) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
- 10) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.

C. Lieutenant: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:

- 1) The candidate's passing written examination score and multiplied by 4 to account for 40 percent of the candidate's raw score; and adding
- 2) The candidate's assessment process score (10 point scale) multiplied by 60 to account for 60 percent of the candidate's raw score.
- 3) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DDT-214) including national guard and reserve at 1 point per year of completed service up to 2 points.
- 4) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
- 5) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.

Examples:

1. Subject is testing for Corporal. Written test result is 81 questions correct and multiplied by 5. Assessment Board score is 6 (multiplied by 50 for 300 points). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	$81 \times 5 = 405$
Assessment Board	$6 \times 50 = 300$
Additional Points	13
Total Points	718

2. Subject is testing for Sergeant. Written test result is 96 questions correct and multiplied by 5. Assessment Board score is 8 (multiplied by 50 for 400 points). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts 1. Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 x 5 = 480
Assessment Board	8 x 50 = 400
Additional Points	12
Total Points	892

3. Subject is testing for Lieutenant. Written test result is 96 questions correct and multiplied by 4. Assessment Board score is 8 (multiplied by 60 for 480 points). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts]. Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 x 4 = 384
Assessment Board	8 x 60 = 480
Additional Points	12
Total Points	876

6. Order of Eligibility List

Candidates shall be placed on an eligibility roster according to their Final score, highest to lowest. If the Final scores of two or more candidates are tied, the following will be used to break the tie in the following order until the tie is broken: (a) date of rank; (b) date of service as a Police Officer; (c) date of service with the City of Del Rio; and (d) lottery developed by the City. This list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for one year from the date the eligibility list is finalized.

7. No Appeal of Assessment Process

While the written test portion of the promotional process remains subject to appeal as set forth under 143, the assessment process portion may not be subject to appeal or contract grievance dispute by any candidate.

8. Discretion Retained by Department Head

The Department head shall retain discretion for promotions as set forth in Chapter 143 of the TLGC.

APPENDIX B – PAY TABLE

Ranks	Current	Increase	Annual Base	Increase	Annual Base	Increase	Annual Base
			FY 2021-2022		FY 2022-2023		FY 2023-2024
Recruit	\$ 35,407.87	0%	\$ 35,408	0%	\$ 35,408	0%	\$ 35,408
Police Officer I (probationary- year 1) ⁴	\$ 36,824.08	2%	\$ 37,561	2%	\$ 38,312	2%	\$ 39,078
Police Officer II (2-3 years) ⁵	\$ 39,829.14	5%	\$ 41,821	4%	\$ 43,494	4%	\$ 45,234
Police Officer III (4-6 years) ⁶	\$ 44,801.90	4%	\$ 46,594	2%	\$ 47,526	2%	\$ 48,477
Police Officer IV (7+ years) ⁷	\$ 49,453.00	2%	\$ 50,442	1.5%	\$ 51,199	1.5%	\$ 51,967
Senior Officer I (3-5 years) ⁸	\$ 44,736.00	6%	\$ 47,420	4%	\$ 49,317	4%	\$ 51,290
Senior Officer II (6-7 years) ⁹	\$ 52,620.00	3%	\$ 50,810	3%	\$ 52,334	3%	\$ 53,904
Senior Officer III (8+ years) ¹⁰	\$ 52,620.00	3%	\$ 54,199	2.0%	\$ 55,283	2.0%	\$ 56,389
Corporal I (1-3 years) ¹¹	\$ 46,457.00	20%	\$ 55,748	3%	\$ 57,420	3%	\$ 59,143
Corporal II (4-7 years) ¹²	\$ 54,347.54	5%	\$ 57,065	2%	\$ 58,206	2%	\$ 59,370
Corporal III (8+ years) ¹³	\$ 57,682.30	2%	\$ 58,836	1.5%	\$ 59,719	1.5%	\$ 60,615
Sergeant I (1-3 years) ¹⁴	\$ 58,698.80	2%	\$ 59,873	2%	\$ 61,070	2%	\$ 62,291
Sergeant II (4-7 years) ¹⁵	\$ 59,679.62	3%	\$ 61,470	2.5%	\$ 63,007	2.5%	\$ 64,582
Sergeant III (8+ years) ¹⁶	\$ 62,297.04	2%	\$ 63,543	1.5%	\$ 64,496	1.5%	\$ 65,463
Lieutenant I (1-3 years) ¹⁷	\$ 63,390.34	2%	\$ 64,658	2%	\$ 65,951	2%	\$ 67,270
Lieutenant II (4-7 years) ¹⁸	\$ 67,288.20	2%	\$ 68,634	2%	\$ 70,007	2%	\$ 71,407
Lieutenant III			\$ 70,007	2%	\$ 71,407	2%	\$ 72,835

1. BASE PAY AMOUNTS ¹

1. 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 derogation 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. Recruits are employees who have been hired by the City and attend the police academy. Recruits 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 base pays stated herein at any time if such be necessary to respond to market conditions.
3. The 12-month probationary period shall begin on the day that an employee has qualified as a TCOLE certified, full-time law enforcement officer, and not necessarily as of the date of hire with the City. The intent here is give the CITY the benefit of a full year of performance as a TCOLE certified, full time commissioned officer for performance evaluation purposes. Once TCOLE certified, the Recruit will become a PO-I as defined below. 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.
4. PO-I: shall be 12 months from the date of TCOLE certification and full-time status as a law enforcement officer through the completion of probation.
5. PO-II: from completion of probation through 3 years in Patrol rank.
6. PO-III: from 4 – 6 years in patrol rank from date of completion of probationary period.
7. PO IV: from 7+ years and above in rank of Patrol from date of completion of probationary period.
8. Senior Officer I: from completion of 3-5 years from date of completion of probationary period.
9. Senior Officer II: from 6-7 years from date of completion of probationary period.
10. Senior Officer III: from 8+ years and above in rank of Senior Officer from date of completion of probationary period.
11. Corporal I: from 1-3 years in Corporal rank from date of promotion
12. Corporal II: From 4-7 years in Corporal rank from date of promotion
13. Corporal III: From 8+ years and above in rank of Corporal from date of promotion
14. Sergeant I: From 1-3 years in Sgt. rank from date of promotion
15. Sergeant II: From 4-7 years in Sgt. rank from date of promotion
16. Sergeant III: From 8+ years and above inn rank of Sgt. from date of promotion
17. Lieutenant I: From 1-3 years in Lt. rank from date of promotion

18. Lieutenant II: From 4-7 years Lt. from date of promotion
19. Lieutenant III: From 8+ years and above in rank of Lt.
20. Pay for the rank of Captain and Assistant Chief shall be management discretion.
21. This pay scale and other benefits in this labor agreement are subject to adjustments, based discipline, demotion, promotion, and separation.
22. See Article 8, Section regarding grandfathered individuals.

APPENDIX C—PHYSICAL FITNESS PROGRAM

I. POLICY

A. It is the policy of the Del Rio Police Department to provide the best possible service to the citizens of Del Rio. In order for the Del Rio Police Department to carry out this responsibility, it is important that each employee maintain a reasonable level of physical fitness and overall wellness. This will enhance the employee's ability to accomplish tasks or duties in their job description, while reducing risk of injury and illness.

B. In many occupations, the daily level of physical exertion is predictable. However, law enforcement is not one of them. An officer may operate at a minimal level of physical exertion for extended periods and suddenly be called upon to exert a maximum amount of physical and mental energy. Consequently, it is incumbent upon each officer to ensure that they are physically fit and able to endure both physical and mental stress, as lives, including their own, depend on it. An exercise program will develop, enhance and maintain a satisfactory level of physical fitness and overall wellness.

C. For the First year of the Agreement (2021-2022), the parties agree that the Physical Fitness Program will require no passing score.

D. For the Second year of the Agreement, (2022-2023), the parties agree that the Physical Fitness Program will be required with a passing score of 30%.

E. For the Third year of the Agreement, (2023-2024), the parties agree that the Physical Fitness Program will be required with a passing score of 50%.

II. PROCEDURE

A. Wellness Program Components

1. The Del Rio Police Department's Wellness Program is a multi-faceted approach to overall psychological and physiological health. Monitoring members' fitness for duty is essential for the duties required by the members of the Department. The purpose of this policy is to ensure that all members of this department remain fit for duty and able to perform their job functions.

2. During the course of the year, the City/Department will sponsor for participating sworn employees one hour lectures with hosted speakers and/or small group workshops addressing personal health issues and seminars geared toward increased awareness of physical and mental health issues.

3. The City of Del Rio and Del Rio Police Department has trained Physical Fitness Instructors and resources available who are able to provide personal counseling sessions on:

- a. Nutrition and diet
- b. Stress reduction
- c. Safe exercise techniques and
- d. Assistance in developing a personal workout schedule for any Del Rio Police Department employee.

4. The Physical Fitness Committee is responsible for periodic evaluation of the Del Rio Police Department's workout facilities and facilitating improvements and new equipment purchases.

B. Physical Examinations

1. While it is not a requirement of employees to have a physical examination, it is advisable to do so prior to starting an exercise program to determine medical restrictions.
2. Employees can review their individual health plans to determine if an annual physical option is covered at a nominal charge.

C. Evaluation Criteria

1. Since physical fitness relates to an individual's total physiological wellness, it involves measures and levels of muscular strength, cardiovascular endurance, muscle tone, heart action and response to physical activity.
2. Physical Fitness Assessments: Physical Fitness Testing During Employment for Commissioned Personnel. To comply Physical Fitness Programs and Standards: All full time, commissioned officers will be subject to physical fitness testing.
 - a. The assessments will take place annually each calendar year.
 - b. The results are scored by comparison with the Cooper Standards.
 - c. The in-service fitness assessment's time, date and location will be posted at least 30 days in advance.
3. The Cooper Standards:
 - a. The Cooper Standards consist of a well-documented data-base established by the Cooper Institute of Aerobic Research in Dallas, Texas. Over a period of years, they administered standardized tests across the country and have compiled the results based on age and gender.
 - b. The standardized and validated results are commonly referred to as "The Cooper Standards." They are used by fitness experts across the country as a benchmark for comparison to determine an individual's level of fitness.
 - c. A copy of the Cooper Standards is posted in the workout facility for reference of the required levels based on age and gender.
4. All personnel may be eligible for certain Incentive Awards based on their performance. The process includes a battery of tests with designated scoring criteria.
 - a. While the criteria may show a strength or weakness in certain areas, this information is for the employee's benefit alone and no additional requirements will be made on the employee based on this assessment.
 - b. The employee must provide the Physical Fitness Instructor(s) with the results so a Del Rio Police Department average may be computed and incentives awarded.

c. All Del Rio Police Department employees are encouraged to participate in the process and to maintain a regular exercise program.

5. The desired criteria to be maintained by all employees for general health and physical fitness are established by those employees who score at the 70th percentile or above in each of the test areas.

D. Medical Screening

1. All participants will be given a pre-screening test before the evaluation. These tests will be administered in a medically approved fashion by trained personnel, such as the Fire Department's Paramedics. The pre-screening test may consist of:

a. Resting Heart Rate.

b. Blood Pressure.

2. Participants who have medical concerns identified during the pre-screening by the Del Rio Police Department or their physician will be required to obtain a medical release or sign a release of liability form before participating in the physical fitness/wellness evaluation or program. Should any medical concerns identified during the pre-screening prevent the officer from performing the fitness test, the City will comply with all applicable federal and state law relating to that injury or condition. Any officer who is on FMLA, Workers Comp leave, on any other type of approved medical leave, or in a temporary light duty position will not be required to test while on leave, but will be required to submit to the fitness once given a full release by their physician.

E. Fitness Test Areas

1. Those interested in improving their fitness level can consult any Cooper Institute certified Fitness Instructor or the Del Rio Police Department's Physical Fitness Instructors for assistance, who are certified as Cooper Institute Fitness Instructors.

2. Sworn employees will be required to score at the designated percentile based on the year of the agreement, or above, in EACH of the four test areas. The tests administered consist of the one and a half mile run or the option of a one mile walk test, the bent leg sit-up, the push up test, and the bench press.

a. Cardiovascular Endurance - A major component of physical fitness/wellness is cardiovascular-respiratory endurance. The one mile run test and the three mile walk test are ideal ways to measure one's fitness in this area and participants will be given the option of taking either test.

(1) The one mile run is completed by running/walking the distance as quickly as possible by the participant.

(2) The three mile walk test is completed by walking (one foot always in contact with the ground) the distance as quickly as possible by the participant.

b. Dynamic Strength - The second major component of physical fitness is dynamic strength, which is a measure of muscular endurance. The test for this area will be a one- minute sit-up test and a one-minute push-up test.

(1) Bent Leg Sit-Up Test:

- (a) The individual lies on their back with both knees bent and their arms crossed over their chest (hands tucked into armpits), or fingers interlaced behind their head.
- (b) The individual's feet will be held securely.
- (c) By flexing the torso, touch elbows to knees and return to a full lying position, with shoulder blades touching the floor.
- (d) The buttocks must stay in contact with the floor at all times.
- (e) Resting as needed will be done in the sitting up position.

(2) Push-Up Test:

- (a) The individual starts in the up position and the hands are placed on the floor at shoulder width.
- (b) The push-up consists of lowering the chest to within fist level of the floor and then extending the arms to full length while keeping the back and knees straight and rigid.
- (c) Resting as needed will be done in the up position.

c. Absolute Strength - The third major component of physical fitness is one's maximum body strength. The tests for this area consist of the bench press. After a warm up exercise, the employee will be allotted a maximum of four (4) attempts to reach their absolute strength. Fitness proctors can assist the employee in clearing the bar from the stand, as well as returning the bar to the stand. Two fitness proctors will spot the employee during the warm-up and actual test.

(1) Bench Press: The test will consist of pressing the maximum weight one time covering the full range of motion.

- (a) The bar will begin with the arms fully extended and lowered to the same level as the chest, and pushed up until the arms are fully extended, elbows locked.
- (b) The buttocks must stay in contact with the bench and both feet must be flat on the floor.
- (c) The amount of weight needed to attain a Cooper percentage is determined by a ratio of weight pressed to body weight.
- (d) The free weight conversion for males is $1.016 \times \text{free weight} + 18.41$.
- (e) The free weight conversion for females is $.848 \times \text{free weight} + 21.37$.

F. Consequences of Failing to Physical Testing Requirements

Commissioned officers who have not attained compliance with this policy as agreed upon by this contract will be subject to the following:

- a. Inability to Promote until in compliance with this Article
- b. No special assignments and no outside employment
- c. No Authorized Over-time, except in cases of emergency
- d. Officers may be required to be submit to the procedures as outlined under §143.081 of the Texas Local Gov't Code

G. Remediation for Failed Test

- a. After 30 days, any employee who fails to pass the test, will be administered a second test. If they pass, all restrictions are lifted. If they do not pass, they will be retested on a timeline

determined by the certified physical fitness coordinator. If they pass, all restrictions will be lifted.

H. Physical Fitness Incentive Awards

1. Del Rio Police Department Incentive Awards are offered to encourage and reward those employees who have performed at or above the 70th percentile in EACH performance area tested. These awards are given semi-annually after the designated fitness/wellness test.

a. These awards are subject to review and change as recommended by the Del Rio Police Department's Physical Fitness Committee. The Physical Fitness Committee may recommend changes to these awards to the Del Rio Police Departmental Awards Committee as the program progresses.

b. Physical fitness pins are awarded to all employees who attain at least 70% Cooper Standards in each fitness area tested.

(1) This pin can be worn for the cycle (six months), and will then no longer be authorized for wear.

(2) Employees who qualify for a pin during the next assessment testing cycle will be issued a new pin which will indicate the year the pin was achieved and authorized for wear.

2. The Physical Fitness Incentive Awards for those employees who have performed at or above the 70th percentile in each area are determined by averaging the scores in all of the categories tested.

* as per the 2021 collective bargaining agreement between the City of Del Rio and the Del Rio Police Officers Association, all sworn employees are required to participate in the test annually. Participants are required to test annually in the program and if they achieve the passing score, are awarded one (1) fitness day during that period. The fitness day must be taken within that period and may not be rolled over and is not subject to compensation upon resignation, termination, voluntary separation or retirement from the Department. The fitness day is equivalent to an eight (8) hour work day, regardless of shift.

I. Insurance Coverage during Physical Fitness Assessment

1. To ensure that all Del Rio Police Departmental Officers have the benefit of insurance coverage, employees will participate only in the official Del Rio Police Departmental approved assessment program.

2. The physical fitness assessment must be officially approved, in advance, by the Chief of Police.

3. The assessment must be supervised by a qualified Physical Fitness Instructor(s) who are specifically designated by certification from The Cooper Fitness Institute, to ensure compliance with the program, and who have the responsibility to maintain safety and to report any injuries

which occur.

4. In the event an employee becomes injured during the assessment, an on-duty supervisor will be responsible for executing the initial industrial paperwork.
5. The physical fitness assessments will have specific dates, as well as specific starting and ending times which must be adhered to.
6. Any portion of the off-site assessments (testing portion accomplished away from the Del Rio Police Department) that are conducted must be approved in advance by the Chief of Police.

J. Tracking

1. All personal leave hours earned during the physical assessment shall be taken during the six month cycle immediately following the assessment or the earned hours shall be forfeited.
 - a. No accumulation of hours from cycle to cycle are authorized.
 - b. Should the employee's employment with the City be terminated, all hours will be forfeited and unpaid.
 - c. Employees utilizing physical assessment personal leave hours shall annotate them as such on their time sheet.
2. The City of Del Rio Human Resources Department shall receive a copy of all awarded personal leave time from the Physical Fitness Instructor. It shall be the responsibility of the HR Division Head to maintain accurate records of the physical assessment personal leave hours accrued and used.