



**CONTRACT NO.**

**C-39-21**

**City Council Approved:**

**October 20, 2020**

**To:**

Ron Garza, City Manager/Marissa  
Belinda Torres, HR Director/Lizette Gomez  
Myra Ayala, City Secretary  
Joe Rios, Central Files



**From:**

Martha Jenkins  
Martha Jenkins, Legal Assistant  
City Attorney's Office  
415 W. University  
P.O. Box 1079

Edinburg, Texas 78540

**Phone:** (956) 388-8208

**Fax:** (956) 292-2113

**Email:** [legal@cityofedinburg.com](mailto:legal@cityofedinburg.com)

Meet and Confer agreements between the City of Edinburg and Edinburg United Police Officer's Association IAFF Local #4873.

**Comment:**

12-04-20 Omar, please approve.

12-04-20 Marissa, please have City Manager sign and return to me for further processing.

12-07-20 Myra, please attest and return all originals to me for further processing.

12-08-20 Belinda/Lizette, for your files-please provide Police Dept. with a copy. **VIA EMAIL ONLY.**

12-08-20 Joe, an original for Central Files.



## MEMORANDUM

**DATE:** December 4, 2020  
**TO:** Ron Garza, City Manager  
**FROM:** Belinda Torres, Director of Human Resources *BTorres*  
**SUBJECT:** Meet and Confer Agreement - Police

Attached you will find the Meet and Confer agreement between the City of Edinburg and Edinburg United Police Officer's Association as approved by City Council on October 20, 2020. for review and approval.

**Attachments requiring signatures:**

Meet and Confer agreement

X Approved by City Council on 10/20/20

X City Council approved final form of the agreement on 10/20/20

n/a Approval by City Council not required

n/a Meets purchasing requirements

X This item is Budgeted

n/a Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by:   
Omar Ochoa, City Attorney

Approved by:   
Ron Garza, City Manager

**The City of Edinburg  
and The City of Edinburg Police Officers, by and  
through its designated agent, Edinburg United  
Police Officer's Association  
(As the Designated Agent for all Police Officers)**

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## ARTICLE 1                      DEFINITIONS

1.     ARBITRATION: This process shall be utilized in this "Meet and Confer" Agreement to resolve disputes or issues relating to the meaning of the contractual provisions in this Agreement.
2.     CITY: The City of Edinburg, Texas including all agents, employees, officers and elected officials.
3.     ASSOCIATION / UNION:    Edinburg United Police Officer's Association.
4.     EMPLOYEE I POLICE OFFICER: Any employee appointed in accordance with Section 143.003, Local Government Code except the Police Chief. The Police Chief and non-sworn employees are excluded from receiving wages or benefits as provided under this contract, and therefore are not included within the definition of Employee. For clarification purposes, Assistant Police Chiefs are exempt employees as per the Fair Labor Standards Act and exempt from overtime and call back pay. Probationary employees shall receive benefits and wages as provided in this contract and their employment is governed by Tex. Loc. Govt. Code §143.027 during the probationary period.
5.     CIVIL SERVICE COMMISSION: Civil Service Commission of the City of Edinburg, Texas. Date of incorporation October 30, 1990.
6.     CHIEF:                      Chief of Police of the Edinburg Police Department or his designee in his absence.
7.     CIVIL SERVICE ACT: Local Government Code Chapter 143, Municipal Civil Service.
8.     MAJORITY BARGAINING AGENT (M.B.A.): The police employee group selected to represent all police officers employed by the City of Edinburg, Texas. The employee group selected as the majority bargaining agent is the Edinburg United Police Officer's Association.
9.     DISCIPLINARY ACTION: Disciplinary action includes, but is not limited to, any adverse action which results in a suspension without pay, demotion, indefinite suspension or an involuntary transfer resulting in a loss of base pay.

## ARTICLE 2                      PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF EDINBURG hereinafter referred to as the "CITY" and the EDINBURG UNITED POLICE OFFICER'S ASSOCIATION, the representative of all of the Edinburg Police Officers selected to represent these officers for purposes of Meet and Confer, hereinafter referred to as the "ASSOCIATION" to achieve and maintain harmonious relations between the parties in order to

provide for an equitable and orderly process that addresses salaries, working conditions, and employee-employer working relations that may arise during the term of this Agreement.

## ARTICLE 3 AUTHORITY AND TERM

SECTION 1: Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of Meet and Confer, it shall be the obligation of the Association to serve written notice of the report for Meet and Confer on the Employer no more than one hundred-eighty (180) days prior to the conclusion of the Employer's fiscal year.

SECTION 2: It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, preferably within thirty (30) days after receipt of written notice from the Association, for purposes of bargaining collectively. Such meeting shall be for the purpose of setting dates and procedures for negotiations and shall not be considered a bargaining session for purposes of any applicable statutory dates or deadlines.

SECTION 3: Except as otherwise provided for herein, this Agreement shall be effective on October 26, 2020 and shall remain in full force and effect through September 30, 2023.

SECTION 4: The provisions of this agreement are applicable for the duration of this agreement and upon ratification by the respective parties. Any changes or modifications to this agreement shall be in writing and are only effective upon approval by the City Council and a majority of the employees of the department.

## ARTICLE 4 RECOGNITION

SECTION 1. The City recognizes the Association as the meet and confer agent for all Police Officers as that term is defined in the Texas Local Government Code, with the sole exception of the Chief of Police. The term Police Officers or Employee includes any full time paid employee who is certified by the Texas Commission on Law Enforcement Officer Standards and Education and was hired in substantial compliance with provisions of the Local Government Code, Chapter 143, but does not include civilians or other City of Edinburg employees.

SECTION 2. The Association recognizes the City Manager or his or her designated representative or representatives as the sole representative of the City for the purpose of Meet and Confer negotiations. The Association and the City agree to meet and confer in good faith on those matters, which are subject to negotiation and are presented by either party for negotiation.

## ARTICLE 5 PREVAILING RIGHTS

No employee shall be unfavorably affected by the signing of this agreement as to wages, hours, or other conditions of employment that he now enjoys, except as otherwise covered in this agreement.

## ARTICLE 6 MANAGEMENT RIGHTS

The parties understand that the management and direction of the working force is vested exclusively in the City as the employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

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

The City's right of management shall not be amended or limited by any claim the City has condoned or tolerated by any practice or any acts of any employees, nor by any arbitration decision excluding civil service appeals. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

## ARTICLE 7 PAYROLL DEDUCTION OF DUES

SECTION 1. The City shall deduct on a bi-weekly basis dues from the pay of all police officers who voluntarily authorize dues deductions in writing on a form provided by the City. Police officers must renew their consent to dues deductions annually.

The Association initially notifies the City as to the amount of the dues fees to be deducted. Such notification will be certified by the City in writing over signature of the authorized officer or officers of the Union. If dues increase, the Association shall notify the City as to the new amount to be deducted.



SECTION 2. The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with Section 1 of this Article including the negligence of the City and its officers or employees.

SECTION 3. It is understood by the City and the Association that payroll deduction of dues described above shall be for the period of the existence of an executed Agreement between the City and the Association. The City shall not grant payroll deduction or direct deposit of dues to any employee organization that is eligible to be the bargaining agent for the Edinburg Police Officers without the express written consent of the Association.

SECTION 4. The City shall grant the Association direct deposit for all deductions collected for the purpose of complying with this Article on the Association's behalf at City's actual cost.

SECTION 5. The City shall grant the Association one additional payroll deduction slot.

## ARTICLE 8                      INSURANCE

SECTION 1. The City shall provide all classified employees of the Edinburg police department with hospitalization and medical insurance policies equivalent to that of the other city employees.

SECTION 2. Life insurance shall be provided at no charge to the employee for an amount of \$10,000.00.

SECTION 3. Retired employee insurance: The City shall allow T.M.R.S. retired employees to be eligible for group health care benefits under provisions of law or applicable insurance contract after 20 years of consecutive service with the City. The benefits of such insurance shall be the same as for the active employees, as such benefits may be increased or decreased from time to time. The retiring employee must notify the City at least thirty (30) days prior to retiring, of his/her intention to continue to be a participant in the group health program.

SECTION 4. The employer shall pay one-hundred percent (100%) of the full premium for single coverage from the date of retirement through the date on which the employee becomes eligible for Medicare, or upon enrollment in an alternative primary group health insurance program through another employer, whichever comes first. To be eligible for this Section, the retiring officer must have twenty (20) years of service with the City of Edinburg, Texas.

## ARTICLE 9                      RETIREMENT (T.M.R.S.)

SECTION 1. The City agrees to continue its 20-year retirement plan with the Texas Municipal Retirement System. The contribution rate by the employee shall continue to be seven

percent (7%) of the employee's salary which the City will match at a ratio of 2 to 1. The City agrees to continue with annuity increases (70%) for retirees.

## ARTICLE 10 OVERTIME AND CALL BACK

SECTION 1. All hours worked in excess of forty (40) hours per work week, shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

SECTION 2. Employees who are called back to work when off duty shall be guaranteed a minimum of three (3) hours pay at a rate consistent with the hours worked during the current work period.

SECTION 3. Any pay under a grant program shall be paid at the officer's overtime rate, if the grant allows, regardless of the number of hours worked during the week.

## ARTICLE 11 SICK LEAVE

SECTION 1. All sick leave accruals shall be covered by applicable provisions of the Local Government Code, Chapter 143.

SECTION 2. The maximum accumulated sick leave that will be paid to retiring officers is 150 days (1200 hours). The officer must have provided a minimum of twenty (20) years of continuous service to the City of Edinburg.

SECTION 3. The maximum accumulated sick leave that will be paid to terminating officers who have not reached their twenty (20) year service anniversary is ninety (90) days. For purposes of this Section 3, "terminating" includes a transfer to a non-civil service position, such as a transfer to Chief of Police.

## ARTICLE 12 FUNERAL LEAVE

SECTION 1. During the five calendar days following the date of the death of an immediate family member, members of the department shall be granted three (3) working calendar days special leave of absence with pay. The term immediate family shall include: father, mother, grandparent, wife, husband, son, daughter, sister, brother, or grandchildren of either an employee or an employee's spouse.

SECTION 2. All leaves under this clause shall be approved by the Chief or his designated representatives.

## ARTICLE 13 HOLIDAYS

SECTION 1. New Year's Day, Good Friday, Memorial Day, Veteran's Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, and Christmas Day shall be official holidays for the police officers of the Edinburg Police Department.

SECTION 2. If an official holiday falls on an employee's day off, the employee shall be compensated eight (8) hours of pay at the employee's regular rate.

## ARTICLE 14 VACATION

SECTION 1. Vacation allowance shall be earned annually (based upon a monthly accumulation) based upon the following schedule:

1. 120 hours of vacation with pay per year after completion of one (1) year of service with the Edinburg Police Department earned at a rate of 10 hours per month.
2. 144 hours of vacation with pay per year after completion of twelve (12) years of service with the Edinburg Police Department earned at a rate of 12 hours per month.

SECTION 2. Employees are permitted to carry a maximum of 196 hours of accrued vacation leave over from one fiscal year to the next.

SECTION 3. Vacation time off will be granted in accordance with policy as established by the Chief of Police.

## ARTICLE 15 CLASSIFICATION

SECTION 1. The Police Department will have the following four (4) classifications below the rank of department head:

1. Assistant Chief
2. Lieutenant
3. Sergeant
4. Police Officer

SECTION 2. Classifications of Police Officer, Sergeant, and Lieutenant shall remain as non-exempt employees. The Assistant Chief classification shall remain an exempt employee.

Officers must have a minimum of five (5) continuous years of service as a police officer with the Edinburg Police Department prior to testing for rank of sergeant. For the purposes of this section, an officer's probationary year counts toward the 5 years of service.

SECTION 3. Texas Local Government Code §143.014 is inapplicable to at least one (1) of the positions of Assistant Chief. For clarity, at least one of the Assistant Chief positions must follow the civil service testing process proscribed by state law. For the other Assistant Chief position (hereafter the "Appointed Assistant Chief"), Texas Local Government Code §143.014, allowing for appointment of an Assistant Chief, applies. However, in addition to requirements under §143.014, the following process must be used for appointment to Assistant Chief:

1. When a vacancy occurs for an appointed position of Assistant Chief, the Department Head will, within twenty-four (24) hours, request that the City's Human Resources post for applications (except as allowed under part 5 below).
2. Only officers who have obtained the rank of Lieutenant may apply for the appointed position (unless otherwise allowed under this Section) and must tender an application as directed by Human Resources within five (5) business days of the first posting for applications;
3. If no Lieutenant submits an application during the period allowed above, the Department Head shall post a revised request for applications within twenty-four (24) hours. The revised request shall include the date and time it was first posted. During the second application period, officers who may apply are those who have obtained the rank of (a) Sergeant and have held such rank for at least five (5) years at the time of the revised posting for applications or (b) Lieutenant. Such applicants must tender an application as directed by Human Resources within five (5) business days of the revised posting;
4. The Department Head must appoint an officer to the position of Assistant Chief within thirty (30) calendar days of the vacancy occurring.
5. The above process of appointment shall not apply if the Department Head is serving as an interim, as designated by the City Manager. In such circumstances, any appointed Assistant Chief vacancy shall remain vacant until a permanent Department Head is appointed. At such time, the Department Head must post a request for applications pursuant to this Section within ten (10) business days of his or her appointment. For clarity, a vacancy of the non-appointed Assistant Chief position shall be filled pursuant to civil service testing procedures proscribed by state law even under these circumstances.

## ARTICLE 16 CLAUSE

## EVERGREEN CLAUSE and SAVINGS

In the event the City and the Association are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated in Article 3, all terms of the current

Agreement shall remain in full force and effect until resolved by the impasse provisions contained herein.

If any provisions of this agreement or application of such provisions should be rendered or declared invalid by any court of competent jurisdiction or by any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and in effect for the duration of this agreement.

## ARTICLE 17                      SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement and no provisions, terms or 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 business of either party hereto.

## ARTICLE 18                      CIVIL SERVICE RULES

SECTION 1. To the extent that any provision of this agreement conflicts with or changes Chapter 141, 142, 143 of the Texas Local Government Code, the Edinburg City Charter, Texas Election Code or any other statute, local ordinance or rule, this Agreement shall supersede such provisions.

SECTION 2. Objective. To modify existing Chapter 143 of the Texas Local Government Code procedures to expand the pool of eligible candidates that the City may draw from in hiring law enforcement personnel and to expedite the hiring process.

- A. Civil Service Commission shall continue to constitute a certified list in accordance with Chapter 143, Texas Local Government Code requirements; provided, however, that upon application by Chief of Police the Civil Service Commission may, in its discretion, authorize that a second eligibility list can be certified, even if an existing eligibility list has not expired or been exhausted.
- B. The only restriction on the Civil Service Commission under this section shall be that a second eligibility list will only be certified when the existing certified eligibility list contains less than fifteen (15) names.
- C. The second certified Eligibility List will be utilized upon expiration or exhaustion of the first certified eligibility list.

## ARTICLE 19 PAY

## SALARIES, LONGEVITY, AND INCENTIVE

SECTION 1. Except as otherwise provided in this Agreement, compensation for police officers shall be paid pursuant to this article.

	2020 - 2021	2021 - 2022	2022 - 2023
<b>Police Officer 1 (non-certified)</b>	\$39,045.5378	\$39,045.5378	\$39,045.5378
<b>Police Officer 1 (certified)</b>	\$52,378.7374	\$52,378.7374	\$52,378.7374
<b>Police Officer 2</b>	\$60,389.5976	\$62,201.2855	\$64,067.3241
<b>Police Officer 3</b>	\$64,113.5712	\$66,036.9783	\$68,018.0877
<b>Sergeant</b>	\$73,049.2644	\$75,240.7423	\$77,497.9646
<b>Lieutenant</b>	\$80,291.2131	\$82,699.9495	\$85,180.9480
<b>Assistant Chief</b>	\$88,331.9115	\$90,981.8688	\$93,711.3249

The City of Edinburg will provide academy training costs for Police Officer 1 (non-certified). If an officer is entering as a Police Officer 1 (certified), then the next level of advancement shall be to Police Officer 2. An officer shall advance from Police Officer 1 to Police Officer 2 upon completion of the probationary period prescribed by the applicable Texas Local Government Code Section 143.027.

An officer advances to the level of Police Officer 3 after completion of ten (10) years of service.

### SECTION 2. Longevity Pay.

Longevity Pay shall be paid at a rate of \$54.00 per year of service.

### SECTION 3. Seniority Pay.

In addition to other compensation provided by this agreement, officers shall receive seniority pay according to the following:

After 3 years of employment	\$1,500/year
After 4 years of employment	\$2,000/year
After 5 years of employment	\$3,500/year
After 8 years of employment	\$5,000/year
After 10 years of employment	\$5,500/year
After 13 years of employment	\$6,500/year
After 15 years of employment	\$7,500/year
After 17 years of employment	\$9,000/year
After 20 years of employment	\$11,500/year

### SECTION 4. Certification Pay.

When an officer demonstrates achievement of one of the following certifications, the officer shall receive the following compensation consistent with each certification. Certification pay is not cumulative upon reaching the next higher classification. The officer shall receive only the compensation for the highest achieved certification.

<b>Intermediate Peace Officer</b>	<b>\$900/year</b>
<b>Advanced Peace Officer</b>	<b>\$1,200/year</b>
<b>Master Peace Officer</b>	<b>\$1,500/year</b>

#### SECTION 5. Assignment Pay.

Officers while assigned to certain units of the department shall be eligible for assignment pay in accordance with this section. Officers may be assigned to multiple assignments and shall be compensated for up to two (2) assignments, in accordance with this section.

**Level 1**      Level 1 shall be limited to officers who hold positions as Intoxilyzer Operators, DRE, fitness specialists, SWAT, and Honor Guard.

\$1,200/year

**Level 2**      Level 2 shall be limited to officers assigned to Criminal Investigations, Traffic Investigations, Community Oriented Policing Division, Motorcycle Officers, K-9 Officers, and Field Training Officers.

\$2,500/year

#### SECTION 6. Shift Differential.

Any officer working within the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of one dollar (\$1.00) per hour.

No police officer may be assigned to work a shift between the hours of 6:00 p.m. and 6:00 a.m. for more than four (4) consecutive months nor more than nine (9) total months in a calendar year unless the police officer volunteers or agrees to do so in writing on a form prescribed by the City.

#### SECTION 7. Clothing Allowance.

A. Non-Uniformed Positions: Any officer who transfers or promotes from a uniformed position to a non-uniformed position, will be eligible for a Clothing Reimbursement in the amount up to \$1,200 per fiscal year (\$300 per quarter); provided that the

officer will not be eligible for Clothing Reimbursement until the 1st anniversary date of being assigned to the non-uniformed position. Said clothing reimbursement shall be discontinued upon the officer's reassignment to the uniformed services.

- B. Uniformed Positions: Upon the 1st anniversary date of being assigned to a uniformed division, the officer will be eligible for a Clothing Allotment of up to \$900 per fiscal year (\$225 per quarter). In addition to this Clothing Allotment, Officers assigned to the K-9 Division will receive three (3) BDU and three (3) polo shirts per fiscal year. In addition to this Clothing Allotment, Officers assigned to the Motorcycle Detail will receive One (1) pair of boots per fiscal year and one (1) helmet as needed under the discretion of the Department Head.
- C. This allotment shall be in effect for the fiscal year in which it is granted and will not carry over.
- D. Officers may not receive both a Non-uniformed Clothing Allotment and a Uniformed Clothing Allotment within the same fiscal year.
- E. Only authorized items as approved by the Department Head will be allowed for respective positions.
- F. To receive such allotment, the officer must follow the process for requesting such allotment as approved by the Department Head.

#### SECTION 8 Pay Plan Adjustment.

If City increases the annual compensation of a majority of City employees more than the base pay percentage increase provided by this Agreement, then the employees covered by this Agreement shall receive the same percentage increase in annual compensation.

#### SECTION 9 Education Pay.

Education Pay shall be provided as a component of pay from State Accredited College or University. Current employees shall continue to receive education pay in accordance with the following table for the duration of this Meet and Confer Agreement:

<u>College Hours Completed/Degree Earned</u>	<u>Annual Education Pay</u>
Associates Degree	\$1,000
Bachelor Degree	\$1,500
Master Degree	\$2,000

## **ARTICLE 20 POLICE OFFICERS EQUIPMENT**



SECTION 1. Upon hiring of new officers and upon qualification by the officer where required, the City agrees to equip such officers with the items specified in this section at no cost to the officers:

- One (1) Service Pistol
- Three (3) magazines for service pistol
- One (1) magazine pouch for two (2) magazines for service pistol
- Ammunition for service pistol and magazines
- One (1) Sam Brown belt
- One (1) duty holster
- Four (4) Belt Keepers
- One (1) Uniform Badge
- Departmental Identification Card
- Keys necessary to perform assigned duties
- One (1) body armor and front cover
- One (1) set of handcuffs with key
- One (1) handcuff case
- One (1) portable radio (while on duty)
- One (1) radio holder
- One (1) approved impact weapon and holder
- One (1) flashlight and charger
- One (1) flashlight holder
- Five (5) uniform shirts and pants
- Two (2) long sleeve uniform shirts and one (1) tie
- One (1) police rain coat and rubber boots
- One (1) winter jacket
- One (1) OC canister
- One (1) OC canister pouch
- One (1) reflective traffic safety vest
- One (1) hobble
- One (1) pair of frisk gloves
- One (1) uniform nametag
- One (1) fingerprint kit
- One (1) medical kit

SECTION 2. In addition to the equipment listed in SECTION 1, and upon qualification by the officer where required, the City agrees to equip such officers assigned as investigators with the items specified in this section at no cost to the officers:

- One (1) tactical body armor cover (for existing armor issued above)
- One (1) digital camera and protective case
- One (1) digital audio recorder
- One (1) plain clothes carry holster
- One (1) plain clothes carry handcuff case and magazine holder

SECTION 3. The City shall provide cleaning of officer's assigned uniforms at no cost to the employee. Such cleaning service is limited to officers and investigators dress shirts and pants normally used in the performance of their duties (excluding jeans, knit shirts and pullovers) and five (5) uniforms (five shirts and five pants) a week for uniform services. Five (5) sets of shirts and pants.

SECTION 4. The City shall replace all defective or damaged equipment provided that damage is a result of performance of duty or normal wear and tear.

SECTION 5. All employees who are assigned to non-uniformed positions shall be provided 2 pieces per year if requested.

SECTION 6. The City agrees that officers are permitted to wear weight bearing vests while on duty, subject to standards established by the Department Head. Such vests will be selected by Agreement between the Association and the Department Head and may be purchased with the officer's clothing allowance or at their own expense.

## ARTICLE 21                      NONDISCRIMINATION

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Association. Nothing in this Agreement shall interfere with any police officer's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual harassment or disability with the Texas Commission on Human Rights or the Equal Employment Opportunity Commission.

## ARTICLE 22                      HOURS OF WORK AND OVERTIME COMPENSATION

Employees covered by this Agreement are normally scheduled to work an 8-hour work day during a forty (40) hour week work cycle. City of Edinburg will allow the Association input on different work cycles, but the implementation of different work cycles is City of Edinburg's exclusive management right.

All overtime shall be calculated in time by going to the nearest quarter hour, backward or forward as applicable.

Any officer required to attend in-service training equivalent to a full shift, shall have that period of time to serve as part of his normal shift, and shall not be required to double up on his work hours, unless an emergency exists.

The employee may accept an offer of compensatory time (hereinafter referred to as "comp-time") at the rate of time and one-half (1 ½) in lieu of cash compensation of overtime hours worked.

Employees will be allowed to accumulate no more than 75 days (600 hours) of Comp-time, which can be carried over from year to year. No employee shall be forced to use his comp-time if the accumulated days are less than 75 days (600 hours).

## ARTICLE 23 DISCIPLINARY ACTIONS

Appeals filed as a result of disciplinary actions shall be governed by the current applicable sections of Chapter 143 of the Texas Local Government Code.

## ARTICLE 24 PERSONNEL FILES AND DISCIPLINARY RECORDS

SECTION 1. The Director of Civil Service shall be the custodian of personnel files and will comply with the requirements of applicable law.

SECTION 2. Upon request of an officer, the officer's disciplinary records will be purged in accordance with the following guidelines:

- (a) After twenty-four (24) months of discipline free service, the officer's choice of one record of counseling, warning, reprimand.

SECTION 3. Upon request of an officer and concurrence with City Manager, the officer's disciplinary records will be purged in accordance with the following guidelines:

- (a) After thirty-six (36) months of discipline free service and upon City Manager's approval, one record of one (1) to ten (10) day suspension.
- (b) After forty-eight (48) months of discipline free service and upon City Manager's approval, one record of ten (10) to fifteen (15) day suspension.
- (c) No more than one disciplinary action may be purged during a forty-eight (48) month period.

SECTION 4. An employee shall be permitted to view his/her personnel file(s) after making written request to the custodian who maintains possession of the requested file.

## ARTICLE 25 INVESTIGATION OF OFFICER MISCONDUCT

The Chief of Police has established internal disciplinary procedures for the purposes of disciplining, suspending or terminating officers. Such disciplinary procedures as written on 10-01-

2006 or as amended thereafter shall be followed by the Chief of Police and the Department in accordance with the Disciplinary Procedure Guidelines in the Edinburg Police Department's Rules, Regulations, and Policy Manual unless otherwise specified in this agreement. However, nothing contained in this Article shall pre-empt the provisions of Texas Local Government Code §143, Texas Government Code §614, or any other statute unless specifically stated herein.

Any disciplinary action initiated by the Chief of Police shall be in accordance with the Edinburg Police Department's Rules, Regulations, and Policy Manual unless otherwise specified in this agreement.

## ARTICLE 26 CONTRACT DISPUTE PROCEDURES

- A. A "contract dispute " or "dispute" is defined as a claim that an express provision of this Agreement has been violated, excluding disciplinary matters and matters subject to Civil Service jurisdiction that are not based upon a specific provision of this agreement. Only disputes involving the interpretation, application or alleged violation of a specific clause of this agreement may be submitted to the contract dispute procedure.
- B. Any employee or group of employees in the bargaining unit are encouraged to discuss any alleged dispute with their supervisor up to and including the Chief of Police without invoking the formal dispute procedure called for in this Article. It is, however, the employee's responsibility to file the formal dispute within 10 business days of the employee's knowledge of the facts that give rise to the dispute.
- C. Contract Dispute Steps:

Step 1: A formal dispute must be initiated by any disputing member of the bargaining unit. The disputing member shall state the dispute in writing. The disputing member, or his representative, must sign and date the written dispute and reference the applicable provisions of this Agreement that the member believes the City has violated. The disputing member shall present all materials to the person designated by the Association within ten (10) business days after the day the member knew or should have known the facts that gave rise to the dispute. Failure to present the dispute in the manner and within the time set forth herein shall result in the City not considering the dispute. In such case, the parties shall consider the dispute settled by the Employer's last position.

The Association shall accept or reject the dispute within twenty (20) business days of receiving said dispute from the disputant. It shall be presumed that if the Association accepts and files the dispute to Step 2 within thirty (30) business days of the date the member knew or should have known the facts that gave rise to the dispute, that the time limitation for filing the dispute at the first two steps have been

met. If the Association rejects the dispute, said dispute shall be considered to be resolved and no further action taken.

Step 2: If the dispute is accepted by the Association in Step 1, the Association shall submit the dispute to the Police Chief, who shall attempt to resolve the dispute to the satisfaction of all parties concerned. The Police Chief shall answer, in writing, no later than ten (10) business days following receipt of the written dispute.

Step 3: If the Association is not satisfied with the answer obtained in Step 2, the Association shall give written notice to the City Manager of intent to mediate the dispute. The Association shall provide such written notice to the City Manager no later than ten (10) business days after receiving the Police Chief's response. Within twenty (20) business days after filing the notice to mediate with the City Manager, the City Manager may settle the dispute in a manner acceptable to the Association or the parties may agree upon a mediator. If the dispute is not settled or the parties fail to select a mediator during the twenty (20) business days after notice to the City Manager, either party may request the mediator to be selected through the American Arbitration Association in accordance with the procedures of said agency. Any costs of said proceeding shall be borne equally by the City and the Association.

Step 4. If the dispute remains unsolved after Step 3, the Association shall decide whether to pursue the case to binding arbitration and notify the City Manager thereof, in writing, no later than fifteen (15) days after the conclusion of Step 3. If the parties cannot mutually agree to an arbitrator, the Association shall request a list of seven (7) names National Academy of Arbitrators members from the American Arbitration Association.

- D. Failure of the disputing member or the Association to comply with the time limits set forth above shall serve to declare the dispute as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the time limits shall constitute a denial of the dispute.
- E. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the dispute procedure of this Agreement:
  - 1. Any dispute that is not filed in accordance with the provisions set forth above or that does not meet the definition of a contract dispute or dispute as set forth in Section A of this Article; or
  - 2. Any matter that would require a change from the wages, rates of pay, hours of work, dispute procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement; or

3. Any matter that is not covered by this Agreement, any management rights, unless such rights are limited by a specific provision of this agreement; or
  4. Any matter specifically covered by the City Charter of Edinburg, City Ordinances of Edinburg, and the statutes and constitutional provisions of the State of Texas, unless such provisions are specifically preempted by this agreement.
- F. It is understood and agreed by all parties that “business days” does not include Saturdays, Sundays or holidays recognized by the City.
- G. If arbitration is chosen under Step 4 of Section C of this Article, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the meaning of a specific contract provision in this “Meet and Confer” Agreement.

## ARTICLE 27 DRUG TESTING

SECTION 1. Upon execution of this agreement, all Police Officers shall be subject to the Department’s Alcohol and Drug Policy of the Edinburg Police Department Rules, Regulations, and Policies Manual.

SECTION 2. Drug testing will be conducted using a laboratory certified by the Department of Health and Human Services. Chain of custody procedures will be followed to account for the integrity of each urine sample by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

SECTION 3. The initial test (also known as a screening test) shall be an enzyme immunoassay screen (EMIT) to eliminate “negative” urine specimens from further consideration.

SECTION 4. If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test shall be independent of the initial test and use a different technique and chemical principle from that of the initial test to ensure reliability and accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

SECTION 5. The Chief shall designate a testing officer with full authority to order personnel compliance to oversee the integrity of the drug-testing procedures and general administration of this policy. The testing officer’s specific responsibilities and duties shall be established by the Chief. Human Resources personnel will be contacted to oversee the integrity of the drug testing process.

SECTION 6. Drug Testing under this policy shall include:

- (a) Pre-employment: All employment is contingent upon passing a drug test.
- (b) Assignment: Any police officer given any Level 1 or Level 2 assignment must pass a drug test prior to such assignment. Additionally, all police officers shall be subject to periodic testing pursuant to City policy.
- (c) Reasonable Suspicion: If individualized reasonable suspicion exists that any police officer has used or possessed an illegal drug or unauthorized controlled substance or has violated the alcohol- related provisions of this policy, the Chief may order the police officer to submit a urine and/or breath/saliva specimen for alcohol and/or drug testing.
- (d) Physical Examination or Return to Duty: A drug and alcohol test shall be included in every physical examination conducted by the City Medical Advisor when a police officer returns to duty from injury, disability or personal sick leave of more than thirty (30) calendar days.
- (e) Promotion: Appointment for promotion shall not become effective until the eligible police officer has passed a drug test.
- (f) Post Accident: Any police officer who, while operating a city vehicle, is involved in a motor vehicle accident. The test shall be performed as soon as possible after the accident.
- (g) Random Testing: The department shall, every quarter, randomly test at least eight percent (8%) of all police officers.

SECTION 7. Any Officer who is disciplined as a result of testing under this agreement is entitled to all appeals he/she is entitled to for any other disciplinary action.

## ARTICLE 28 POLICE OFFICER BILL OF RIGHTS

SECTION 1. Employees being questioned by internal affairs or a supervisor as an object of investigation which a reasonable person could believe will lead to removal or suspension shall be entitled to the following privileges insofar as feasible under the circumstances and upon request of the employee:

- (a) Questioning at a police station unless another location is warranted by the facts;
- (b) A copy of the complaint prior to questioning or the order to provide a written statement;

- (c) Forty-eight (48) hours to respond in writing to allegations made against the officer;
- (d) Forty-eight (48) hours advance notification of internal affairs intention to interview an officer about allegations made against the officer;
- (e) Afforded all other rights applicable to police officers in Chapter 143 of the Texas Local Government Code and Texas Government Code §614;
- (f) The forty-eight hours response time and advance notification shall not be counted between 12:00 noon on Friday until 8:00 a.m. the following Monday, or during a holiday;
- (g) Right to the presence of an association board member and/or legal counsel of the officer's choice during questioning if so requested by the officer;
- (h) The City shall not disclose the police officer's civil service "G" file to anyone outside the police department and all relevant requirements of Chapter 143 shall prevail to internal departmental disclosures. The City may also comply with all Texas & Federal laws and orders regarding production of information pertaining to police officer's "G" file.

SECTION 2. This article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems important.

SECTION 3. This Article shall in no way infringe upon the Employer's right and power to discipline employees.

SECTION 4. If the Employer violates any of the provisions of this Article, such violation may be considered by the fact finder in a disciplinary appeal.

SECTION 5. This article does not pre-empt Texas Government Code §614.

## ARTICLE 29                      LABOR RELATIONS COMMITTEE

### SECTION 1. Purpose:

The Association and the City acknowledge that a harmonious working relationship is essential to the success of this Agreement, and the first basic tenet of such a working relationship involves cooperation and mutual recognition of each other's positions with regard to issues that affect officers. To such end, a Labor Relations Committee shall be established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner.



This forum is not for purposes of embarrassment or castigation of one party against the other. Moreover, this cooperation and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives and decision making authority. Neither the Chief, the Employee Union Representative, nor the City is bound to implement any resolution recommended by the committee.

#### SECTION 2. *Structure:*

The Labor Committee shall consist of six (6) members, three (3) who shall be appointed by the Association. There are no qualifications for appointment other than membership in the Union. Three (3) management appointments shall be made at the discretion of the Chief of Police. However, only officers who have obtained the rank of Lieutenant or higher are eligible for such appointment.

#### SECTION 3. *Meetings:*

The Committee shall meet regularly as needed at an agreed upon date, time and location. Special called meetings may be held in the interim at the call of the Chief and be limited to issues requiring special consideration. A quorum is not required for action to be authorized by Committee. Meetings will not be conducted so as to be subject to the Open Meetings Act. The business of the meeting shall be conducted informally in an atmosphere conducive to the open, candid and constructive discussion of issues. The Committee shall be responsible for making recommendations on issues that affect officers, responding to requests for input from the Chief, the joint development presentation of the mandatory TCLEOSE continuing, in-service training course mandated by state law, proffering issues that affect the health and safety of officers, including but not limited to equipment, working conditions, and identifying and suggesting ways to improve the effectiveness of police officers, increase professionalism and develop pride in the police services of the City of Edinburg. Individual disciplinary cases will not be discussed.

## ARTICLE 30 NO STRIKE - NO LOCK OUT

The Association agrees that it shall not authorize, ratify, encourage, or otherwise support any strike, slow-down, sick-out, nor any other form of work stoppage or interference with business of the City and shall cooperate fully with the City in preventing and/or halting any such action. The City agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

Should the Association violate this provision, the City reserves the right to assert any remedies available to it (at law, in equity, or otherwise) in such forum(s) as may be appropriate.

The Association agrees that it will not support or assist in any manner any Association member or any other employee who violates this Article. Such agreement includes, but not limited to, the agreement not to provide representation for such person in the event of disciplinary action

for violation of this Article and not to approve nor put forward any grievance on behalf of any such persons.

## ARTICLE 31                      USE OF SWORN PERSONNEL AT CITY FACILITIES

SECTION 1. The City shall utilize only sworn Edinburg officers for the purposes of providing security, crowd control, and other police-related activities at all City facilities that are rented for special events. The City shall include in every contract for the use of every City facility that any vendor or lessee using said facility shall use only sworn off duty Edinburg Police Officers. Officers working at these facilities shall be compensated at a rate of 1½ times their normal rate of pay. The scheduling for extra duty assignment at these events shall be coordinated by the Extra Duty Employment Committee established by the Association.

SECTION 2. For the purposes of this section, City Facility is defined as the following places.

1. Auditorium
2. Municipal Park
3. Fountain Center
4. Activity Center
5. Any other facility that serves alcohol other than non-profit organizations.

## ARTICLE 32                      REAPPOINTMENT AFTER RESIGNATION

A Police Officer who leaves in good standing with the City may be offered reappointment by the Chief of Police to a classification not higher than Police Officer without taking another departmental entrance examination if the officer requests such reappointment in writing, the request for reappointment is submitted within one year of the effective date of the officer's resignation, the officer meets eligibility for beginning position requirements as set forth in section 143.023 Texas Local Government Code, a vacancy in a classification not higher than Police Officer exists in the department, and the Chief of Police approves the request for reappointment.

Any officer who is reinstated under this section shall be given credit for his/her prior years of service based on the initial date of hire with the Edinburg Police Department for purposes of pay grades, longevity and seniority pay. However, prior years of service will not count toward eligibility for promotions, nor will it be counted when seniority is the basis for shift bidding, days off, vacation requests, and other such internal matters.

## ARTICLE 33                      IMPASSE PROCEDURES

The parties agree that the Meet and Confer process will begin on June 1 of the same year as the expiration of the contract. In the event that an impasse, as defined in Local Government Code, Chapter 174, (hereinafter referred to as the "Act"), is reached in the Meet and Confer process after submission of the unresolved issues to mediation, either party to the dispute, after written notice to the other party containing specifications of the issues in dispute, and as provided by the City Charter, may request a public referendum issue to be placed at the next scheduled election date.

## ARTICLE 34                      LEGAL DEFENSE

The City shall have the obligation to provide legal representation for an employee in civil actions as provided for in Texas Local Government Code §180.002.

## ARTICLE 35                      SPECIALIZED ASSIGNMENTS

A police officer must have no less than 3 years of continuous service with the Edinburg Police Department before they are eligible for transfer to any specialized assignment. For the purposes of this article, a specialized assignment is any assignment other than regular patrol. If no officer with at least three (3) years of continuous service is available for assignment to the specialized assignment of "motorcycle patrol", an officer with no less than two (2) years is eligible for transfer to that particular specialized assignment.

## ARTICLE 36                      SPECIAL PROVISION: FISCAL CONSTRAINTS

Both Parties acknowledge that the City's collected annual revenues may fluctuate substantially during any fiscal year. An "Impacted Fiscal Year" is:

1. When the electorate of the City of Edinburg 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. When the City's actual revenue collections are lower by 3% or more compared to either (a) the projected revenue for the fiscal year or (b) the actual revenue of the preceding fiscal year. The City shall make reasonable efforts to communicate such a decrease to the President of the Association by September 1 of the Impacted Fiscal Year.

The Parties agree that in the event of an Impacted Fiscal Year the compensation for police officers provided by Article 19, Section 1 for the following fiscal year will be that of the preceding

fiscal year. The scheduled pay increases shall not thereafter resume, rather any subsequent years remaining in the term of this Agreement will be limited to the annual base pay percentage increase provided by that Section. For example, if Fiscal Year 2020-2021 is an Impacted Fiscal Year, then base pay for Fiscal Year 2021-2022 shall not increase. If Fiscal Year 2021-2022 is not also an Impacted Fiscal Year, then base pay for Fiscal Year 2022-2023 shall increase by 3% only. The Parties also agree to initiate negotiations as to the wage provisions in Article 19 Section 1 during the fiscal year after an Impacted Fiscal Year.

## ARTICLE 37                      POLITICAL ACTIVITY

In addition to the rules governing political activity under Local Government Code § 143.086, employees may not serve on the Edinburg City Council. Upon election or appointment to such office, an employee either must resign employment or resign the office or will be dismissed upon failure to do either.

**CITY OF EDINBURG, TEXAS:**

By: \_\_\_\_\_  
Ron Garza, City Manager

Date: 12/07/2020

ATTEST:

\_\_\_\_\_  
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Omar Ochoa, City Attorney

**EDINBURG UNITED POLICE  
OFFICER'S ASSOCIATION**

By: \_\_\_\_\_  
*Humberto Salazar*  
President

Date: 12/3/2020

