

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**FLORESVILLE POLICE OFFICERS ASSOCIATION**

**AND**

**CITY OF FLORESVILLE, TEXAS**

**OCTOBER 1, 2021 TO SEPTEMBER 30, 2024**

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## ARTICLE I

### DEFINITIONS

- A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the City and the Association.
- B. "Association" means the Floresville Police Officers Association.
- C. "Bargaining Unit" has the same meaning as defined in Chapter 174 of the Texas Local Government Code.
- D. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.
- E. "Chief" means the Chief of Police of the City of Floresville, Texas.
- F. "City" means the City of Floresville, Texas.
- G. "City Manager" means the City Manager of the City of Floresville, Texas.
- H. "Department" means the Police Department of the City of Floresville, Texas.
- I. "Disciplinary Action" means reprimand, reduction in rank, suspension and termination.
- J. "Officer" means any sworn full-time paid Police Officer employed by the City of Floresville except for the Chief of Police. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the Floresville Police Department.
- K. "Grievance/Dispute" is defined as a disagreement involving the interpretation, application, or alleged violations of any provision of this Agreement.
- L. "Promotion" means advancement from a lower rank to a higher rank within the department.
- M. "Regular Pay" means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
- N. "Strike" means whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to: "slowdowns," "sickouts," "blue flu," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

O. "Hearing Examiner" is a neutral third party whom the officer and City Manager, or his designee, agree upon to hear an appeal of a suspension or termination. A hearing examiner may be an attorney, mediator, or arbitrator.

PRE-EMPTION: The provisions of this Agreement shall supersede other laws to the extent provided in the Texas Local Government Code, Section 174.005.

## **ARTICLE II**

### **PURPOSE OF AGREEMENT**

SECTION A - This agreement is made and entered into by and between the City of Floresville, a municipal corporation domiciled in the State of Texas, herein referred to as the "Employer", and the Floresville Police Officers Association, hereinafter referred to as the "Association", in accordance with the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION B - The general purpose of this Agreement is to promote the mutual interests of the Employer and the Association; provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other conditions of employment, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

SECTION C - The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

## **ARTICLE III**

### **RECOGNITION**

The City hereby recognizes the Floresville Police Officer's Association as the sole and exclusive collective bargaining agent for the unit consisting of all paid, full-time sworn Police Officers except the Chief.

## ARTICLE IV

### DURATION OF AGREEMENT

SECTION A - This Agreement shall be effective October 1, 2021 and shall remain in full force and effect until the 30th day of September 30, 2024 or until it is superseded by a new agreement between the parties.

SECTION B -The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

SECTION C - If the parties have not reached a new agreement by the expiration date of this agreement, this agreement will remain in full force and effect until a new agreement is reached but not longer than September 30, 2024. If negotiations extend into beyond September 30, 2021 the existing contract will remain in effect, and the City will give each Association member covered by this agreement an across the board 3% pay increase, effective October 1, 2021 and additional 3% pay increase each October 1 until a new contract is accepted and adopted by the Association and the City.

SECTION D – Should the Employer be subject to a rollback tax election wherein the majority of voters in the City of Floresville adopt a rollback tax rate, then the financial terms of this Agreement shall be reopened for good faith negotiation. The financial terms of this Agreement shall include Article XI, Article XIII, and Article XV, as well as relevant sections from other Articles pertaining to economic benefits to Members of the Association.

## **ARTICLE V**

### **MAINTENANCE OF STANDARDS**

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement; including but not limited to the provisions contained in Section D of Article IV.

## **ARTICLE VI**

### **NO STRIKE CLAUSE**

SECTION A - No officer shall engage in a strike.

SECTION B - The Association shall not call, order, aid, or abet a strike by the officers. In the event any officer or groups of officers violates Section I of this Article, the Association shall promptly notify the officer(s) in writing that such conduct is illegal, and that such conduct could result in disciplinary action.

SECTION C - The City shall not lock out any officers.



## **ARTICLE VII**

### **NON-DISCRIMINATION**

SECTION A - The Employer and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to affiliation or membership or non-membership in the Association, and neither party shall interfere with, restrain, or coerce Officers in the exercise of rights granted in this Agreement.

SECTION B - The Employer agrees that it will not dominate, interfere with, or assist in the formation, existence or administration or contribute financial support to any employee organization that can possibly be certified under the Texas Local Government Code, Chapter 174, as an exclusive bargaining representative.

The Employer agrees that it will not encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment.

SECTION C - The Employer agrees that no Officer shall be discharged or otherwise discriminated against due to the filing of an affidavit, petition, grievance, or complaint; or the giving of any information or testimony alleging violations of this Agreement; or because the officer has formed, joined, or chosen to be represented by any employee organization.

SECTION D - Neither the City nor the Association shall discriminate against any officer because of race, color, religion, sex, age over 40 years, national origin, or disability (if the officer is otherwise qualified to perform the essential function of the job, with or without reasonable accommodation).

## **ARTICLE VIII**

### **ASSOCIATION ACTIVITIES**

SECTION A - The President of the ASSOCIATION shall be given duty time to attend to ASSOCIATION business from time to time with the approval of the Chief of Police.

SECTION B - During contract negotiations with the ASSOCIATION the CITY agrees the ASSOCIATION'S bargaining team members shall be permitted to attend the bargaining sessions while on duty.

## ARTICLE IX

### RIGHTS OF MANAGEMENT

SECTION A - Subject to the terms of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, including, but not limited to:

1. Manage, determine, and control the use, location, and delivery of City services, equipment, property, facilities and operations and direct the work forces.
2. Determine its police department's activities and set all standards and types of services offered to the public.
3. Allocate and assign work to police officers to determine the number of shifts, hours of work, starting time, and schedule of the foregoing. The Chief of Police retains the right to establish, modify, or change any shifts, starting times and/or work schedules, except as prohibited by the Fair Labor Standards Act (the "FLSA"), if applicable.
4. The Chief of Police retains the right to direct police activities, including the determination of qualifications, hiring, promoting, suspending, discipline, discharging, transferring officers, and determining the size of the work force.
5. Determine services and police tasks to be performed and the methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
6. Adopt and put into effect police performance and discipline rules, standards, regulations, and penalties for violations.
7. Use civilians to perform duties which do not require sworn officers.

## ARTICLE X

### PAYROLL DEDUCTIONS, ASSOCIATION DUES, AND INDEMNIFICATION

#### SECTION A - PAYROLL DEDUCTION AND ASSOCIATION DUES:

1. Upon receipt of a signed authorization from the officer, on a form supplied by the City, the City shall deduct monthly Association and Combined Law Enforcement Association of Texas (the "CLEAT") dues.
2. The dues deductions shall be remitted promptly to the treasurer of the Association in accordance with reasonable procedures established by the City.
3. Any officer who wishes to voluntarily withdraw his/her authorization for dues deduction must notify the City, in writing, on a form supplied by the City.
4. The City agrees to provide the Association with a list of those members for whom deductions are made each month.
5. The Association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) calendar days in advance of the change, signed by the Association President advising the City that the amount has changed pursuant to the requirements of the Association's Constitution and Bylaws.
6. The City further agrees that it will not authorize payroll deduction of dues or other assessments for any other organization that purports to represent Floresville police officers.

SECTION B - INDEMNIFICATION: The Association shall indemnify, defend, and hold harmless the City from any claim or cause of action brought by any officer resulting from the operation of this Article.

## ARTICLE XI

### COMPENSATION

SECTION A - BASE PAY: The Pay Period is two (2) weeks in duration. Officers shall be paid every other Friday in an amount equal to his/her annual base pay, in accordance with attached Appendix "A" (Floresville Police Officer Pay Scale). If in any one fiscal year of the CBA, if any employee or class of employees receives a base-salary percentage increase, that is in excess of the stated amount for CBA members, the City will also grant the difference of the base-salary increase in addition to what is stated for that fiscal year in the CBA.

SECTION B - EDUCATION PAY: The CITY and the ASSOCIATION recognize the value of higher education in law enforcement and the community's need for a highly educated and well-trained professional police department serving the citizens of Floresville Texas. Police officers will receive an allowance for completing certain levels of higher education. Annual education pays shall be paid on a pro-rata basis and shall be effective on the date proof of education is received by the City.

1. Officers that have obtained 60 or more college hours from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCOLE) will receive \$150.00 per pay period.
2. Officers that have obtained a Bachelor's Degree from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCOLE) will receive 200.00 per pay period.
3. Officers that have obtained a Master's Degree from an accredited college recognized by Texas Commission on Law Enforcement Officer's Standards and Education (TCOLE) will receive \$275.00 per pay period.

SECTION C – Uniform Allowance: The CITY agrees to allocate \$1,000.00 per fiscal year for each bargaining unit member for the purchase and maintaining of required uniforms and equipment. The uniform allowance will be made available for use on 11/01 of each fiscal year and will remain available until 7/31 of the same fiscal year. The city will be responsible for the accounting of the uniform allowance following standard practice pertaining to purchase orders. Unused uniform allowance will not be carried over into the next year.

SECTION D - Certification Pay: The CITY agrees to compensate police officers who have advanced in TCOLE licensing beyond the level of Basic Peace Officer, on a pro-rate basis, in the following amounts:

Intermediate -	\$85.00 per pay period
Advanced -	\$110.00 per pay period
Master -	\$135.00 per pay period

SECTION E - Assignment Pay: - All officers working in the following assignments shall receive assignment pay as reflected below while serving in that capacity. The Chief of Police is responsible to determine the duties, and number of positions, and who will serve in these positions. Officers who have multiple certifications shall only be compensated for two (2) certifications. For example, an Intoxilyzer Operator who is also certified as a Bike Officer shall only receive two (2) assignment pay.

ASSIGNMENT	FY 2021-2022	FY 2022-2023	FY 2023-2024
Detective X 3	\$125.00 per pay period	\$125.00 per pay period	\$125.00 per pay period
Field Training Officer X 3	Six dollars (\$6.00) per hour added to base-pay rate for every hour field training is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour field training is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour field training is being conducted.
Bike Patrol X 2	Six dollars (\$6.00) per hour added to base-pay rate for every hour bike patrol is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour bike patrol is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour bike patrol is being conducted.
Instructor (TCOLE Only) X 2	Six dollars (\$6.00) per hour added to base-pay rate for every hour training is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour training is being conducted.	Six dollars (\$6.00) per hour added to base-pay rate for every hour training is being conducted.
Corporal	\$40.00 Per pay day period	\$40.00 per pay day period	\$40.00 Per pay day period
Intoxilyzer Operator X 2	\$50.00 Per Pay Period	\$50.00 Per Pay Period	\$50.00 Per Pay Period
Bilingual X 6	\$45.00 Per Pay Period	\$45.00 Per Pay Period	\$45.00 Per Pay Period
K-9 X 1	\$30.00 Per Pay Period	\$30.00 Per Pay Period	\$30.00 Per Pay Period
Night Shift (Paid if shift begins between the hours of 4:00 P.M. and 12:00 A.M.)	\$30.00 Per Pay Period	\$30.00 Per Pay Period	\$30.00 Per Pay Period

Section F-All officers who are employed by the signing date of this agreement shall retain their current step in pay and shall not be placed into a lesser pay step as a result of any changes made in this agreement.

## ARTICLE XII

### PHYSICAL FITNESS INCENTIVE PROGRAM

SECTION A - Police Officers of the Floresville Police Department will be required to complete an annual physical fitness evaluation. Employees must complete a medical evaluation certifying the employee's health prior to participation. The medical evaluation shall be provided by the City at the City's expense or the employee may choose to consult with their own private physician at the employee's own expense. The physical fitness evaluation will be factored into the employee's annual performance evaluation. The article does not go into effect until September 30, 2022.

SECTION B - Physical Fitness Incentive Program for the Floresville Police Department

1. One and one-half mile run: Maximum time to complete is 19:50 min/sec
2. Push-ups: Passing requires completing 20 repetitions
3. Sit-ups: Passing requires completing 20 repetitions
4. Bench press: One complete repetition of 50% of employee's body weight or 135 lbs., whichever is less.
5. Employees at or over forty years of age at the time the physical fitness evaluation is given shall have the option to complete the one and one-half mile run using the stationary bike and must complete the exercise in 9:25 min/sec.

SECTION C - Annual Evaluations and Physical Fitness Assessment – All sworn officers of the Police Department will be evaluated annually by supervisory/management staff to ensure that their job performance is in accordance with department expectations. Further, every sworn member of the Police Department will be required to undergo a physical fitness assessment in accordance with Article XII of this Agreement. Annual evaluations and physical fitness assessments will be conducted by the Chief of Police or his designee in April, 2022, and each April thereafter. The results of each impact projected annual salary increase, described by Section A of this Article, is as follows:

1. Annual Evaluations – any staff member who obtains an overall score of “Meets Expectations” per department evaluation system on their annual evaluation will have one-half percentage point (0.5%) added to their annual salary for the fiscal year 2022-2023 and one percentage point (1%) added to their projected annual salary for fiscal year 2023-2024.
2. Annual Physical Fitness Assessment – Any staff member who meets the minimum physical fitness standards, as set in Article XII of this Agreement, will have one-half percentage point (0.5%) added to their annual salary for the fiscal year 2022-2023 and one percentage point (1%) added to their projected annual salary for fiscal year 2023-2024.

## ARTICLE XIII

### COMPENSATORY TIME/OVERTIME/SICK DAYS/HOLIDAYS

SECTION A - Overtime: All work performed by an officer outside of his/her regularly scheduled work hours shall be deemed overtime and shall be compensated based on time-and-one-half (1½) the officer's regular rate of pay. For overtime purposes, the work period is eighty (80) hours. The Chief of Police or his designee must approve all overtime and special assignments of more than two (2) hours prior to the OT worked, except during emergency circumstances, or for personnel assigned to outside agencies. Failure to obtain approval of overtime shall subject the officer to disciplinary action.

SECTION B - Compensatory Time: An officer who works overtime, may, at their discretion, receive compensatory time in lieu of overtime wage payments in cash. Compensatory time shall be compensated based on one-and-one-half (1½) hours for each overtime hour worked. Officers requesting to use their compensatory time will be permitted to use such time within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department, at the discretion of the Chief of Police or his designee. Officers may accrue up to one hundred twenty hours (120) of compensatory time. When an officer is approaching the maximum amount of compensatory time allowed, the City will require that the officer utilize the time.

SECTION C - SICK DAYS: Accrual of sick leave will be at 5 hours per pay period so that when employees of the Police Department take a day of sick leave they will use 10 hours of sick leave. An officer may donate any amount of his/her unused sick leave to any employee of the city of Floresville at that officer's discretion.

A police officer who leaves the classified service for any reason is entitled to receive in a lump-sum payment for the full amount of the person's sick leave based on his/her current wage rate. The payment will not exceed 90 days of sick leave. If a police officer does not submit a two week notice prior to leaving employment with the Floresville Police Department they will not be entitled to receive payment for sick leave.

SECTION D - HOLIDAYS: The following holidays will be officially observed by the City:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Peanut Festival Friday



Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

1. Holidays. The designated holidays for police officers, and all City employees, shall be the same as those specified by the City Council at any given time. Nothing in this Article shall be construed as a restriction on the City Council's authority to determine the number of approved holidays.

2. Holiday Period Specified. For purpose of this provision, a holiday begins at twelve midnight of the specified day and ends at eleven fifty-nine (11:59) P.M. at the end of the specified day, regardless of what day of the week that the holiday is observed.

3. Holiday Time. Officers shall receive ten (10)-hours of accrued holiday time, for the authorized holiday in the applicable payroll cycle that covers the holiday, for those holidays falling on an employee's regular day off. Officers may accrue up to one hundred forty hours (140) of Holiday Time.

4. Holiday Pay for Productive Hours Worked. Employees who work on the actual specified holiday as recognized by the City shall receive holiday pay at the rate of two (2) times their regular rate of pay for productive hours worked in the holiday period specified above. An officer will be paid ten (10) hours when shift starts on a Holiday.

a. However, Employees who do not work on a holiday shall not receive holiday pay but shall be limited to the holiday time specified above.

b. Holiday pay for actual hours worked shall be paid. Holiday time shall be earned if the employee was not scheduled to work that day.

#### SECTION E – VACATION

1. All officers will accrue vacation per pay period as follows:

a. 0-5 years, 4 hours

b. 5-10 years, 6 hours

c. 10 + years, 8 hours

2. All officers may carry over an amount of accrued vacation not to exceed six hundred (600) hours (based on a 10-hour workday), to the next fiscal year. Any officer that has accumulated vacation time/leave of more than six hundred (600) hours (based on a 10-



hour work day) on September 30 of each year shall be paid for those hours above six hundred not later than October 31 of that year.

#### **ARTICLE XIV SENIORITY**

SECTION A - DEFINITION. Seniority shall be the continued, non-interrupted length of service from last hiring date by an Officer in the Department. Time spent on military leave of absence in the Armed Forces of the United States, other authorized leaves, and time lost to duty-connected disability shall be included in length of service. Any Officer who is rehired begins his seniority with the latest date of hire.

SECTION B - APPLICABILITY TO VACATION ASSIGNMENTS. Seniority, regardless of rank or shift, and the time of earliest notice of intent to take vacation is the determining factor in the assignment of vacation days. Notice may be given no more than twelve (12) months prior to the beginning of the requested vacation.

SECTION C - APPLICABILITY TO LAYOFF/RECALL. In the event that the City of Floresville must reduce staff due to financial restraint, budget shortfall, or any other necessary reduction in force (excluding separation for cause), seniority shall be the sole factor in selection of officers. The order of release will be least senior, or most recent hired. In the event of a tie in the seniority of two or more Officers, the Officer who placed highest on the initial hiring list of the City may be placed before the other(s) with whom he/she tied.

#### **ARTICLE XV RETIREMENT PLAN**

SECTION A - The City currently contributes 10% and the employee contributes 5% to TMRS for a 2 to 1 match. The City will not lower either contribution unless agreed to by the City and the Association.

SECTION B - If the City grants an increase in either the employee contribution percentage or the City matching rate for any non-bargaining unit employee, then the bargaining unit employees will receive the same increase.

SECTION C - The City agrees to match an employee's voluntary contribution at a rate of one dollar to one dollar, up to an amount not to exceed 2% of each such employee's annual salary. This optional plan described in this Section is in addition to the TMRS retirement system contributions described in Section A above and will not be used as a substitute to the TMRS retirement system.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

SECTION A - STRESS LEAVE AND COUNSELING. Any Officer who takes the life of, or causes the serious injury to another person, in the performance of his/her job duties, or who likewise sustains serious injury because of the overt act of another person, shall be provided with initial psychological or psychiatric screening treatment at the expense of the City if requested by the Officer. If subsequent psychological or psychiatric treatment is recommended in a narrative report provided to the Officer and the City by the attending professional, such treatment shall be provided at the expense of the City.

Any Officer requesting such treatment shall provide information concerning the anticipated length and frequency of such treatment. The Officer receiving such treatment shall not suffer loss of pay due to required absence from duty to receive such treatment. Out-patient treatment shall be allowed for a period not exceeding one calendar year from the date of the incident.

SECTION B - REIMBURSEMENT FOR DAMAGED OR STOLEN ITEMS. Upon submission of a written request for replacement, reimbursement or repair to the Chief, the City shall reasonably reimburse any Officer for the replacement value or repair for any professional or personal equipment item that is damaged, destroyed or stolen (including clothing) as a direct consequence of job-related activity. The written request shall provide a description of the item(s) for which reimbursement, replacement, or repair is being sought, proof of value, and an explanation of the circumstances causing the damage. This section shall not apply to any item damaged, destroyed, or stolen due to an Officer's negligence or failure to adhere to Departmental policy.

SECTION C - BADGE UPON RETIREMENT. Each Officer who retires from the force shall be given his/her badge at no cost to the Officer. The retiring officer shall also be issued their duty firearms when honorably retiring from the Floresville Police Department.

SECTION D - PERSONNEL FILES. The Chief of Police shall maintain one master personnel file for each Police Officer. The personnel file shall contain any letter, memorandum, or any other document relating to:

1. Any commendation, congratulation, or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
2. Any periodic evaluation of the officer by supervisory personnel.
3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to

the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.

4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident reports, certification data, attendance records and promotional history.

5. Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.

6. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Chief of Police or his designee determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.

7. The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is excepted for release under the Texas Open Records Act and is properly requested for release. In the event of release of information, the officer shall be notified accordingly.

SECTION E - BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief.

SECTION F - PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION G - JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

## ARTICLE XVII

### INTERNAL AFFAIRS AND DISCIPLINARY ACTIONS

SECTION A. To ensure that internal investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each officer on the force, interviews conducted pertaining to Internal Affairs shall be conducted in accordance with the following rules:

(1) The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty or during the daylight hours, unless the exigencies of the investigation dictate otherwise.

(2) The interview shall take place at a location designated by the investigating officer, usually the Police Department.

(3) Except in exigent circumstances, the officer shall be informed forty-eight (48) hours prior to being interviewed or asked to otherwise respond to an internal affairs investigation of the general nature of the investigation before any interview commences. If it is known that the officer is being interviewed as a witness only, the officer shall be so informed. Nothing herein shall prevent an officer from writing into his or her statement any protections afforded by state and federal law.

(4) The interview shall be completed with reasonable dispatch. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(5) The officer shall not be subjected to any offensive language. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed to prohibit the investigating officer from informing the officer that the officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(6) If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a criminal investigation), the officer shall be given his/her rights pursuant to the existing law.

(7) Upon request, the officer shall be given an exact copy of any written statement the officer may execute.

(8) The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.

(9) Investigating Officer assigned by the Chief of Police shall record the interview. The recording shall commence immediately at the beginning of the interview. There shall be no "off the record" questions. All recesses called during the questioning shall be noted in the record. The officer shall always have a right to a copy of the tape recording at the officer's expense.

(10) Officers can have an attorney present during questioning.

(11) Complaints against an Officer, not initiated by police administration, must be in writing and signed by the Complainant per Texas Government Code Section 614.002 and must be notarized.

SECTION B – DISCIPLINARY ACTION. The Chief of Police shall have the authority to take disciplinary action to include reprimand, reduction in rank, suspension, and termination against any officer for just cause as set forth in any city policy, department policy, department directive, or order of the Chief of Police. An officer who receives a disciplinary suspension may forfeit either accumulated vacation, holiday or compensatory time equal to the suspension, to serve the suspension with no loss of paid salary. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not to forfeit accumulated leave or exercise appeal rights if permitted in this section. No appeal to the City Manager or to arbitration may be instituted on suspensions where the officer has forfeited accumulated vacation, holiday or compensatory time pursuant to the terms of this section.

Section C - Appeal: Officers may not appeal a written reprimand. An officer may appeal his/her demotion or suspension of two (2) or more days but less than (10) days to the City Manager. Appeals of a suspension, which are ten (10) or more days in duration, or of a termination shall be made to an independent hearing examiner. The officer has fifteen (15) calendar days from the date he receives written notice of appealable disciplinary action within which to appeal. At any time prior to or during the appeals process, both parties may agree to proceed to mediation with cost of mediation shared by both parties.

1. City Manager - Upon receipt of an officer's request to appeal, the City Manager shall notify the officer in writing of a date and time which his appeal will be heard. The City Manager must schedule this hearing within seven (7) calendar days of receipt of the officer's appeal. The City Manager must issue a decision in writing to the officer within five (5) calendar days of the hearing.
2. Hearing Examiner - Upon request of an independent hearing examiner, both parties shall first attempt to agree on the selection of an impartial hearing examiner. If the parties do not agree on the selection of a hearing examiner on or within ten (10) calendar days after the date the appeal is filed, either party may immediately request a list of seven (7) qualified neutral arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service (as determined by the city Manager), or their successors in function. The police officer and the City Manager, or his designee, may agree on one of the seven neutral arbitrators on the list. If they do not agree within five (5) working days after the date they receive the list, each party shall alternate striking a name from the list and the name remaining is the hearing examiner. The parties or their designees shall agree on a date for the hearing.

3. The appeal hearing shall begin as soon as the hearing examiner can be scheduled. If the

hearing examiner cannot begin the hearing within 45 calendar days after the date of selection, the police officer may, within two days after learning of that fact, call for the selection of a new hearing examiner using the procedure prescribed by Subsection (c).

4. In each hearing conducted under this section, the hearing examiner has the duties and powers, including the right to issue subpoenas, and shall hold a hearing and render a decision in writing within 30 days after the date notice of appeal is received. The disciplined Officer and the City Manager, or their designees, may agree to postpone the hearing for a period, not to exceed 30 days.

5. In a hearing conducted under this section, the Floresville Police Chief is restricted to the Floresville Police Chief's original written statement and charges, which may not be amended.

6. The hearing examiner may not consider evidence that was not presented during the initial disciplinary action.

7. In its decision, the hearing examiner, in a written decision, shall state whether the disciplined police officer is:

- a. Permanently dismissed from the police department;
- b. Temporarily suspended from the department; or
- c. Restored to the person's former position or status in the department's classified service.

8. If the hearing examiner finds that the period of disciplinary suspension should be reduced, the hearing examiner may order a reduction in the period of suspension. If the suspended police officer is restored to the position from which the person was suspended, the police officer is entitled to:

- a. full compensation for the actual time lost because of the suspension at the rate of pay provided for the position from which the person was suspended; and
- b. restoration of credit for any other benefits lost because of the suspension including sick leave, vacation leave, and service credit in a retirement system. Standard payroll deductions, if any, for retirement and other benefits restored shall be made from the compensation paid, and the municipality shall make its standard corresponding contributions, if any, to the retirement system or other applicable benefit systems.

9. The City of Floresville and or the Floresville Police Chief may suspend or dismiss a police officer only for violation of written policies and only after a finding by the hearing examiner of the truth of specific charges against the police officer.

10. In a hearing conducted under this section, the parties may agree to an expedited hearing procedure. Unless otherwise agreed by the parties, in an expedited procedure the hearing examiner shall render a decision on the appeal within 10 days after the date the hearing ended.

11. In an appeal that does not involve an expedited hearing procedure, the hearing examiner shall make a reasonable effort to render a decision on the appeal within 30 days after the date the hearing ends or the briefs are filed. The hearing examiner's inability to meet the time requirements imposed by this section does not affect the hearing examiner's jurisdiction, the validity of the disciplinary action, or the hearing examiner's final decision.

12. The hearing examiner's fees and expenses are borne by the appealing police officer and not by the department. The costs of a witness are paid by the party who calls the witness.

13. A district court may hear an appeal of a hearing examiner's award only on the grounds that the hearing examiner was without jurisdiction or exceeded his jurisdiction or that the order was procured by fraud, collusion, or other unlawful means. An appeal must be brought in the district court having jurisdiction in which the Floresville Police Department is located.



## ARTICLE XVIII

### DISPUTE RESOLUTION PROCEDURE

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

1. Within thirty (30) calendar days of receipt of the grievance, the grievance committee shall determine if a valid grievance exists. If, in the opinion of the grievance committee, no grievance exists or the Association denies the grievance, the grievance committee shall notify the employee. If the Association accepts the grievance, the Association shall, within seven (7) calendar days of accepting the grievance, present written notice of the grievance to the Chief of Police for adjustment.
2. It is the intent of the parties to attempt to resolve disputes and grievances over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Association from meeting and conferring with the City Manager, Chief of Police, or their designees to resolve the alleged grievance before the time limits expire and may do so through a mutually acceptable mediator. The Association grievance committee may invite the City Manager, Chief of Police, or their designees to submit for the grievance committee's consideration any evidence that the grievance has been addressed or resolved in a previous grievance or an arbitrator's award.
3. The Chief shall render a written decision to the Association President or his designee within seven (7) calendar days of the date the Association filed said grievance with the Chief.
4. If the grievance remains unresolved, the Association may submit said grievance to the City Manager. Said grievance, if submitted, must be filed within seven (7) calendar days of the date the Chief rendered or should have rendered a written decision.
5. The City Manager shall render a written decision within seven (7) calendar days of the date the Association filed said grievance with the City Manager.
6. If the grievance remains unresolved, the Association may request that the grievance be submitted to arbitration. If the Association notifies the City that the grievance will be submitted to arbitration, said request must be submitted in writing to the City Manager within



seven (7) calendar days from the date the City Manager rendered or should have rendered a written decision.

7. A grievance and/or a written request for arbitration not filed within the time limitations specified herein shall not be considered timely and shall be void. If any response is not rendered at any step of the grievance procedure, the grievance shall automatically move forward to the next step.

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

#### SECTION B - ARBITRATION:

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

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

a. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

b. The arbitrator shall deal only with contractual grievances or grievances that occasioned the arbitrator's appointment.

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

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

5. The powers and duties of the designated arbitrator or hearing examiner in such proceedings are as prescribed by the Texas Local Government Code, Section 174.157, which shall include, but are not limited to, the right to subpoena witnesses.

6. The Association agrees that, on behalf of its members individually and collectively, with the adoption of this grievance procedure herein, the employee hereby relinquishes the right to appeal the designated arbitrator's final decision to the District Court.

7. The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this Agreement and shall interpret and determine the applicability of all provisions under this agreement to include any question of arbitrability.

## **ARTICLE XIX**

### **PROMOTIONS**

SECTION A – All promotions, performance standards, and subsequent demotions shall be determined in accordance with criteria as established by the Chief of Police. Any person promoted to the rank of Sergeant, Lieutenant, or Assistant Chief of Police, who is subsequently demoted, shall be placed in the next lowest rank. However, the Chief of Police may demote any person to the rank of Patrol Officer for disciplinary reasons arising out of policy violations.

#### SECTION B – Tenure/License Requirements

1. Sergeant – Must have three (3) years of current continuous/uninterrupted service as a Police Officer with the Floresville Police Department and must have an Intermediate License from TCOLE as a peace officer.
  - a. In the event that 2 or more Police Officers do not meet the requirements listed above in Section B-1, Chief may lower the years of current service to two (2) years of current continuous/uninterrupted service as a Police Officer with the Floresville Police Department.
2. Lieutenant – Must have five (5) years of current continuous/uninterrupted service as a Sergeant with the Floresville Police Department and must have an Advanced License from TCOLE as a peace officer.
  - a. In the event that 2 or more Sergeants do not meet the requirements listed above in Section B-2, the Chief of Police may lower the years of current service by 6 month increments until the requirements are met.

## ARTICLE XX

### HIRING

#### SECTION A - Entry-Level Hiring, Rehires and Lateral Transfers

Each applicant including but not limited to Entry Level, Rehires, and Lateral Transfers - for employment must successfully complete the following steps:

- A. Physical fitness examination
- B. Background Investigation
- C. Panel Interview
- D. Medical examination
- E. Drug test
- F. Psychological examination

#### SECTION B - Salary

Compensation for a Reinstated/Rehire Officer or Laterally Transfer Officer: The City and the Association recognize the need to be competitive in attracting qualified applicants, therefore experienced applicants may be hired at a rate commensurate with applicable FY 3rd year officers pay.

**ARTICLE XXI  
SAVINGS CLAUSE**

SECTION A - Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The provisions of this Agreement shall supersede other laws to the extent provided in the Texas Local Government Code, Section 174.005.

**ARTICLE XXII  
COMPLETE AGREEMENT CLAUSE**

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities.

The Employer and the Association, for the term of this Agreement, specifically waive the right to demand or petition for changes herein, if the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

It is specifically if there shall be no further negotiations, except by agreement, of any subjects contained within this Agreement.

Neither party shall make or permit any agreement, understanding, nor contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

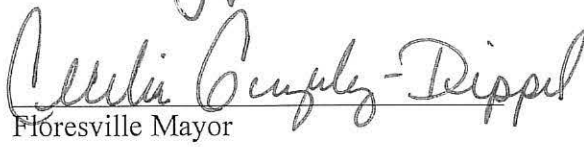
All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

This Agreement has been executed this 14 day of Sept., 2021, in duplicate counterparts.

APPROVED

  
\_\_\_\_\_  
Floresville City Manager

  
\_\_\_\_\_  
Floresville Association President

  
\_\_\_\_\_  
Floresville Mayor

  
\_\_\_\_\_  
Floresville Association Secretary

## Appendix A

### Floresville Police Officer Pay Information

**Year 1 (2021-2022)** – No Increase in pay or scale of any kind.

**Year 2 (2022-2023)**- Flat 2% to each officer's current pay on October 1, 2022 with no annual/additional step on their anniversary date and an additional 1 % as defined below:

- a) An additional .5 % for passing Physical Fitness Requirements in the contract
- b) An additional .5 % for meeting the expectations of an annual employee evaluation which has been vetted by the FPOA & City of Floresville

For a possible total of 3% to each officer on October 1, 2022

**Year 3 (2023-2024)**- Flat 3% to each officer's current pay on October 1, 2023 with no annual/additional step on their anniversary date and an additional 2 % as defined below:

- a) An additional 1 % for passing Physical Fitness Requirements in the contract
- b) An additional 1 % for meeting the expectations of an annual employee evaluation which has been vetted by the FPOA & City of Floresville

For a possible total of 5% to each officer on October 1, 2023



ORIGINAL

	Current Pay Rate	0%	2%	2.5%	3.0%	3%			4%			5%		
		Year 1	Year 2			Year 3			Year 3			Year 3		
			A	B	C	A	B	C	A	B	C	A	B	C
Police Officer	22.14 46,051.20	22.14 46,051.20	22.58 46,972.22	22.69 47,202.48	22.80 47,432.74	23.26 48,381.39	23.37 48,618.55	23.49 48,855.72	23.49 48,851.11	23.60 49,090.58	23.72 49,330.05	23.71 49,320.84	23.83 49,562.60	23.94 49,804.37
Police Officer	23.15 48,152.00	23.15 48,152.00	23.61 49,115.04	23.73 49,355.80	23.84 49,596.56	24.32 50,588.49	24.44 50,836.47	24.56 51,084.46	24.56 51,079.64	24.68 51,330.03	24.80 51,580.42	24.79 51,570.79	24.92 51,823.59	25.04 52,076.39
Police Officer	24.18 50,294.40	24.18 50,294.40	24.66 51,300.29	24.78 51,551.76	24.91 51,803.23	25.40 52,839.30	25.53 53,098.31	25.65 53,357.33	25.65 53,352.30	25.78 53,613.83	25.90 53,875.36	25.90 53,865.30	26.02 54,129.35	26.15 54,393.39
Police Officer	25.28 52,582.40	25.28 52,582.40	25.79 53,634.05	25.91 53,896.96	26.04 54,159.87	26.56 55,243.07	26.69 55,513.87	26.82 55,784.67	26.82 55,779.41	26.95 56,052.84	27.08 56,326.27	27.07 56,315.75	27.21 56,591.81	27.34 56,867.87
Police Officer	26.41 54,932.80	26.41 54,932.80	26.94 56,031.46	27.07 56,306.12	27.20 56,580.78	27.75 57,712.40	27.88 57,995.30	28.02 58,278.21	28.02 58,272.71	28.15 58,558.36	28.29 58,844.02	28.29 58,833.03	28.42 59,121.43	28.56 59,409.82
Police Officer	27.61 57,428.80	27.61 57,428.80	28.16 58,577.38	28.30 58,864.52	28.44 59,151.66	29.01 60,334.70	29.15 60,630.46	29.29 60,926.21	29.29 60,920.47	29.43 61,219.10	29.58 61,517.73	29.57 61,506.24	29.72 61,807.75	29.86 62,109.25
Police Officer	28.85 60,008.00	28.85 60,008.00	29.43 61,208.16	29.57 61,508.20	29.72 61,808.24	30.31 63,044.40	30.46 63,353.45	30.61 63,662.49	30.60 63,656.49	30.75 63,968.53	30.90 64,280.57	30.90 64,268.57	31.05 64,583.61	31.20 64,898.65
Police Officer	30.16 62,732.80	30.16 62,732.80	30.76 63,987.46	30.91 64,301.12	31.06 64,614.78	31.69 65,907.08	31.84 66,230.15	32.00 66,553.23	31.99 66,546.95	32.15 66,873.16	32.31 67,199.38	32.30 67,186.83	32.46 67,516.18	32.62 67,845.52
Sergeant	31.53 65,582.40	31.53 65,582.40	32.16 66,894.05	32.32 67,221.96	32.48 67,549.87	33.13 68,900.87	33.29 69,238.62	33.45 69,576.37	33.45 69,569.81	33.61 69,910.84	33.77 70,251.87	33.77 70,238.75	33.93 70,583.06	34.10 70,927.37
Sergeant	32.95 68,536.00	32.95 68,536.00	33.61 69,906.72	33.77 70,249.40	33.94 70,592.08	34.62 72,003.92	34.79 72,356.88	34.96 72,709.84	34.95 72,702.99	35.12 73,059.38	35.30 73,415.76	35.29 73,402.06	35.46 73,761.87	35.64 74,121.68
Sergeant	34.42 71,593.60	34.42 71,593.60	35.11 73,025.47	35.28 73,383.44	35.45 73,741.41	36.16 75,216.24	36.34 75,584.94	36.52 75,953.65	36.51 75,946.49	36.69 76,318.78	36.87 76,691.06	36.86 76,676.75	37.04 77,052.61	37.23 77,428.48
Lieutenant	35.97 74,817.60	35.97 74,817.60	36.69 76,313.95	36.87 76,688.04	37.05 77,062.13	37.79 78,603.37	37.98 78,988.68	38.16 79,373.99	38.16 79,366.51	38.34 79,755.56	38.53 80,144.61	38.52 80,129.65	38.71 80,522.44	38.90 80,915.23
Lieutenant	37.61 78,228.80	37.61 78,228.80	38.36 79,793.38	38.55 80,184.52	38.74 80,575.66	39.51 82,187.18	39.71 82,590.06	39.90 82,992.93	39.90 82,985.11	40.09 83,391.90	40.29 83,798.69	40.28 83,783.04	40.48 84,193.75	40.68 84,604.45