

AGREEMENT
TOWN OF HORIZON CITY
AND HORIZON CITY POLICE OFFICER'S ASSOCIATION
AGREEMENT TIME PERIOD
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024

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PREAMBLE

The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as the City and Horizon City Police Officers Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the City and its Police Officers. The Agreement therefore, is intended to be, in all respects, in the public interest.

ARTICLE I

DURATION

This agreement will be effective as of the 1st day of October, 2021, and shall remain in full force and effect until the 30th of September 2024, or until such time as a successor agreement is reached, whichever is later.

ARTICLE II
DEFINITIONS

1. "Agreement" refers to this Collective Bargaining Agreement negotiated between the TOWN OF HORIZON CITY and the ASSOCIATION;
2. " Association" means the Horizon City Police Officers' Association.
3. "Association's Grievance Committee" means the grievance committee established by the by-laws of the Association.
4. "Bargaining Agent" refers to the duly recognized ASSOCIATION and the designated sole and exclusive bargaining agent, which for this contract is the COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
5. "Base Pay" means the rate of pay set out in Section 2 and section 3 of the Wages and Compensation Article of this Agreement and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
6. "Budget" (Fiscal) Year - refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
7. "Calendar Year" refers to a year beginning on January 1 and ending on December 31 of that year.
8. "Chief" means the Chief of Police of the Town of Horizon City, Texas.
9. "City Personnel Policy or Policies" - refers to the Town of Horizon City Personnel manual, and Horizon City Police Procedure Manual as they may be amended.
10. "City" means the TOWN OF HORIZON CITY, TEXAS.
11. "Effective Date" refers to the date established as the effective date or on which the terms and conditions of the Agreement are formally adopted and approved by both the ASSOCIATION and the TOWN OF HORIZON CITY, TEXAS , whichever is later
12. "Employee" means any sworn police officer employed in the Police Department of the City, with the exception of the Chief of Police.
13. "Employer" means the TOWN OF HORIZON CITY, TEXAS.
14. "FLSA" refers to the Fair Labor Standard Act, as amended.
15. "Gender"- Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
16. "Grievance" for purposes of this Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Agreement, as raised by the Grievance procedures in this Agreement.

17. "Holiday" shall refer only to City recognized holidays, such holiday to begin at 12 o'clock a.m. and end at 11:59 p.m. on the specified day.
18. "Management" means any person acting on behalf of the City in the administration of this Agreement.
19. "Officer" means any sworn Police Officer of the City with the exception of the Chief of Police.
20. "On-call" shall mean a period of time when the employee is not actually performing work but is required to be accessible by telephone or paging device or otherwise leave information as to where he can be reached while on call and to be able to return to his duty station when called upon. The employee is allowed to effectively use his time for his own purposes; however, Chief may establish rules governing the use of alcohol or participation in certain activities that relate to the employee's ability to respond and perform the requested work. The Chief shall establish a procedure by which employees are placed on-call and such practice shall not be for less than a full week, except with the consent of the employee. The receipt of a call to return to duty or being generally subject to receiving a call to return to duty does not constitute being on-call.
21. "Paid Time Off" refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.
22. "Parties" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
23. "Probationary Officer" means a newly hired Police Officer during the first twelve (12) months of employment during which time the Police Officer has no right to the grievance (appeal) procedures provided in Article IX.
24. "Promotion" means advancement from a lower rank to a higher rank within the Department.
25. "Seniority" means the total years of service with the town of HORIZON CITY POLICE DEPARTMENT serving in a law enforcement capacity.
26. "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", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
27. "TCOLE" shall refer to the Texas Commission on Law Enforcement or any successor agency.

ARTICLE III
ASSOCIATION RECOGNITION, RIGHTS AND DUTIES

SECTION 1 Recognition

The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for the Association.

SECTION 2 Payroll Deductions

- A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions.
- B. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deduction must personally sign the appropriate form as required by the City.
- C. The City shall notify the Association in writing of any member who revokes or adds his authorization for any deduction herein within thirty (30) calendar days from the revocation or addition of the deduction.
- D. The amount of the deductions shall be set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any deductions as set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and By-Laws of the Association.
- E. All amounts deducted pursuant to this article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City.
- F. The City agrees to separate CLEAT dues from the members and send such dues to the CLEAT Office in Austin, Texas.
- G. The Association will defend, save, hold harmless and indemnify the City from any and all claims, demands, suits or any other form of liability which may arise out of the execution, placing into effect or carrying out the terms of this Section.

SECTION 3 Conducting Association Business

- A. The Association President or CLEAT Representative shall be permitted to speak to officers within the unit about Association or CLEAT related business at shift meetings with advance scheduling with the chief. Such association business will be kept brief as to not interfere with the functions of the Police Department.
- B. The Chief of Police and the Association President agree to adjust hours of work for the Association President and three (3) other members of the association to attend the CLEAT Convention and two (2) CLEAT related training seminars within the calendar year. In the

event the Association President cannot attend any of the functions he may choose another member of the Association to attend in his place. All cost of the members attending such functions will be paid by the Association. The ability to adjust the work schedule will be contingent upon the needs of the Police Department but said requests for schedule adjustments shall not be unreasonably denied. Provided however, that any attendance by any member of the Association shall be on off-duty time.

- C. The Association may provide at its own expense one (1) bulletin board at the police station. The bulletin board shall be located in a conspicuous location by mutual agreement of the Association President and Chief of Police. The board may be used for the following notices.
 - 1. Association Meetings.
 - 2. Association Elections.
 - 3. Reports of the Association Committees.
 - 4. Rulings, information, or policies of the State or National Associations.
 - 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.
 - 6. Notices or announcements pertaining to the political activities of the Association. No political signs for a particular candidate shall be placed on the bulletin board.
 - 7. No posting shall be sexually or racially objectionable or offensive. Such determination on the sexual or racial nature shall be made by the chief.

SECTION 4. NON-DISCRIMINATION

The Association shall not engage in the following practices:

- A. interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement;
- B. Cause or attempt to cause the City to discriminate against any employee in hiring, tenure, training, or other terms or conditions of employment because of the employee's membership or lack of membership in any labor organization.
- C. Cause or attempt to cause the City to discharge or discriminate against any employee because has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, or the Rules and Regulations of the Department; and
- D. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 1

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects, including the provision of competent and efficient service to the citizens of the Town of Horizon City.

SECTION 2

The Association agrees that the City shall maintain and be vested with all of its rights, powers, and authority to operate and manage the Department and its work force, without limitation, subject to applicable federal and state statutes and local ordinances, resolutions and rules, unless specifically limited by this Agreement. These rights include, but are not limited to: the right to hire, demote, suspend, discharge lay off, promote, assign or transfer employees to any job or any work; 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 duties; 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 eliminate work; to require overtime work pursuant to federal and state law; 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.

ARTICLE V

NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, in accordance with Texas Local Government Code 174.101 et seq.

ARTICLE VI

MANAGEMENT DUTIES TO THE ASSOCIATION

SECTION 1

The City shall provide the following materials to every employee

- A. A copy of special orders, general orders, training bulletins, and rules and regulations;
- B. A copy of this Agreement in either paper copy or any electronic format.

SECTION 2 Prohibited Practices

The City shall not engage in the following practices:

- A. Dominate, interfere, or assist in the formation or administration of the Association or any competing employee organization; or contribute any financial support to any such organization. This practice shall include any assistance either direct or indirect, to another labor organization that can possibly be certified under Section 174.104, of the Texas Local Government Code as an exclusive bargaining representative.
- B. Encourage or discourage membership in any police or police labor organizations by discriminating in hiring, tenure, training, or other terms or conditions of employment.
- C. Discharge, discipline or discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by any police or police labor organization.
- D. Make or permit any agreement, understanding, or contract with a member of the bargaining unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision of this agreement.
- E. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

SECTION 3

The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of employees on the job.

SECTION 4

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure, Article X.

ARTICLE VII

MAINTENANCE OF STANDARDS AND BENEFITS

SECTION 1

All standards, privileges, rights and benefits, presently enjoyed by the employees of the Town of Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall be extended to the members of the Association for the duration of the Agreement except items which are excluded herein.

SECTION 2

The parties agree that the City will provide health insurance to employees and employees will accept the health insurance that is provided for all non-police employees of the Town of Horizon City. It is understood that the City has the right to periodically reevaluate the benefits provided and make changes. Before the City makes such changes, the Association will be notified. At such time as the receives City written notice of the proposed rates for the next coming year, the City will within one business day give a copy of the written notice to the President of the Association. The President or his designee will be included in the City's discussions relating to the decision to accept the new rates or to seek quotes for different health insurance coverage. If the City decides to seek quotes for different health insurance coverage, the President or his designee will be included the discussions relating to the decision and the type of coverage to be obtained and will be kept informed as to each step of the process of obtaining the new health insurance. The City agrees to provide suitable health care insurance for its employees.

SECTION 3

The parties agree that the City may provide a defined contribution plan, such as a Texas Municipal Retirement System plan, for employees and employees will accept such defined contribution plan under the same terms and conditions as it is provided for all non-police employees of the Town of Horizon City, as approved by the City Council. Any revisions to the defined contribution plan as in effect on the effective date of this Agreement excluding elimination of the plan, will automatically apply to the employees upon the effective date of the plan as approved by the City Council.

SECTION 4

The provisions of the travel policy applicable to all officers and employees of the City, as approved or amended by the City Council, will apply to the employees. Any revisions made to the travel policy shall automatically apply to the employees upon the effective date of the change as approved by the City Council.

ARTICLE VIII

INTERNAL ADMINISTRATIVE INVESTIGATIONS

SECTION 1

To insure those internal administrative 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, the following procedures shall apply:

1. The Chief of Police, or Assistant Chief of Police if so designated, shall cause an investigation to be conducted of all written complaints, unless a complaint is determined to be unfounded.
2. As is provided in state law, a written complaint is a complaint that is in writing and signed by the person making the complaint or initiating a formal administrative investigation. A copy of the written complaint shall be given to the employee within a reasonable time after the complaint is filed. A formal administrative investigation complaint will be generated on a Department created form that purpose, and the use of other Departmental documentary systems, to include but not be limited to supervisory logs and notes, which may be used for documenting or otherwise noting information relating an employee's work, conduct and behavior, shall not constitute a written complaint.
3. Interviews conducted by the Department during the investigation of a written complaint shall be conducted in accordance with the following rules:
 - A. 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.
 - B. The interview shall take place at a location designated by the Chief.
 - C. The officer shall be informed of the 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.
 - D. During an investigation of a critical incident, to include but not limited to an officer-involved shooting and/or in-custody death, an officer shall not be compelled to participate in a "walk- through" investigation without their legal counsel being present. The parties agree that a "walk- through" is defined as an investigative tool where the investigators and/or supervisors request the officer to re-trace his actions in the critical incident while being questioned concerning his observations and actions in the incident. Such "walk-through" shall not be videotaped. Sufficient information to reasonably apprise the officer of any allegations shall also be provided to him prior to or during the "walk-through."
 - E. The interview shall be completed with reasonable dispatch.
 - F. The officer shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as 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.

- G. 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 rights pursuant to the existing law.
- H. Upon request, the officer shall be given an exact copy of any written statement the officer may execute.
- I. The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.
- J. Upon the request of either the officer being interviewed or the Chief or other officer conducting the interview, the City 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 recording at the officer's expense. The recording shall not be introduced by either party at any appeal hearing (grievance).
- K. The officer shall be allowed to consult the officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process.

SECTION 2

Nothing in this Article will preclude discussions of matters involving an employee's work, conduct and behavior such as requesting the completion of routine reports or providing initial explanatory information regarding an incident or matter before a written complaint may be prepared and signed, giving an employee non-disciplinary verbal counseling, giving additional training or guidance on a procedure or other matter or issue, or issuing a performance report or evaluation. Nothing in this Article will preclude the Department from immediately acting to start an investigation of a serious incident, such as one involving an officer-involved shooting or the death or serious injury of an individual, before the written complaint is prepared and signed.

SECTION 3

A police officer shall not be required to submit to a polygraph examination as part of an administrative or internal investigation, regarding the officer's conduct unless the complainant is first examined by a licensed polygraph examiner. If a police officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know the results of the complainant's polygraph examination or the name of the licensed examiner who conducted such examination. Any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as of the date the law becomes applicable to the unit covered by this Agreement.

ARTICLE IX

DISCIPLINARY GRIEVANCE PROCEDURES

SECTION 1 General Rules, Procedures & Definitions

A. Calculation of Time and Transmittal.

For the purposes of this Article, the term "days" shall mean calendar days, unless otherwise specified. The day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

B. Disciplinary Grievance is an appeal from a suspension for more than five (5) working days, demotion or termination of an employee conducted through the arbitration process specified in this Article.

C. Contract Grievance is a dispute involving the application, interpretation or enforcement of this Agreement, but not involving the suspension, demotion or termination of an employee conducted through the arbitration process specified in Article X.

D. Payment of Arbitration: The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be responsible for their own costs and expenses incurred during the arbitration process, including but not limited to their attorney's fees.

SECTION 2 Discipline and Disciplinary Grievances

A. City's Authority

The City shall have the authority to demote, reprimand, suspend without pay not to exceed thirty (30) days, or terminate any officer who has completed the probationary period for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the Town of Horizon City Police Department. A Probationary Officer may be discharged at any time during the probationary period for any reasons, but for the record, a full statement of those reasons must be filed with the Human Resources Director within three (3) days of the discharge. Disciplinary action for non-criminal activity shall not be initiated against any employee for a violation which occurred more than 180 days prior to the service of the Notice of Proposed Disciplinary Action or written reprimand upon the employee.

B. Written Reprimands

Officers shall not have the right to appeal or file a grievance regarding a letter of reprimand but may submit a written response to the letter of reprimand for inclusion in their personnel file.

C. Suspensions of Five (5) Working Days or Less

The parties agree that when an officer is suspended with or without pay by the employer for five (5) working days or less, the officer may only proceed as follows:

Vacation Option At the time of receipt of the notice of suspension, the officer may forfeit accrued vacation time or accrued compensatory time equal to the length of the suspension or forfeit for any number of full days combined with the remaining period to remain suspended without pay, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation time or compensatory time will not constitute hours worked for the purpose of overtime pay. In the event an officer has received a disciplinary suspension within the proceeding 24-month period, the officer may forfeit vacation time or compensatory time only with the employer' s written permission.

D. Notice of Proposed Disciplinary Action/Pre-Termination Process

1. Suspension of more than five days or Demotion. When the disciplinary action contemplated is to be a suspension of more than five working days, or a demotion, the affected employee must first be served with a Notice of Proposed Disciplinary Action that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee' s conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department. The statement shall inform the officer that he has seven (7) days after receipt thereof to request a conference with the Chief of Police. Within five (5) working days of receipt of the employee' s request, the Chief or the Ass is tant Chief if designated by the Chief shall meet with the employee, provided that this period may be extended with the mutual consent of the Chief and the employee. During the conference the employee, their representative and the Chief shall engage in discussions with a view toward reaching a consensus and agreement relative to the proposed disciplinary action. No part of the discussions that take place during the conference may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes.
2. Termination. When the disciplinary action contemplated is to be a termination, the affected employee must first be served with a Notice of Proposed Termination that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department, along with a Notice of Pre-Termination Hearing, at least 24 hours prior to the time set for the hearing.

The Pre-termination Hearing will be conducted by the Chief of Police or the Assistant Chief of Police, if so, designated by the Chief. The employee is entitled to have a representative to assist him in making his response to the Chief or designee. The Chief will consider the response as he deems appropriate in making his final determination on disciplinary action to be taken.

If settlement is discussed during the Pre-termination Hear in g, no part of those discussions that take place during the Hearing may be offered into evidence at any subsequent proceed in g, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes. In the event such a consensus is reached regarding disciplinary action, the execution by the employee of documents

finalizing the settlement agreement shall constitute a waiver of the employee's right to file a grievance, and the employee shall be so advised in plain language.

3. Representation. In the situations where the representative assisting an employee in a conference or pre-termination hearing is a department employee, the representative shall not participate in this process on City time.
4. Grievance Steps. If a settlement has not been reached and disciplinary action is taken by serving the employee with a Notice of Disciplinary Action, the employee may submit a disciplinary grievance for arbitration pursuant to the procedure set forth in Subsection E of this Section. However, the Association Grievance Committee shall meet to determine whether arbitration is appropriate. If the Association Grievance Committee decides that arbitration is not appropriate, no further action will be taken. The Association Grievance Committee shall make a decision on this matter within (7) days after the receipt of the Notice of Disciplinary Action is delivered to the employee.

E. Notice of Final Disciplinary Action and Arbitration Procedure

1. Disciplinary Action. If a conference was held under Section D 1 and no settlement reached, or upon completion of a Pre-Termination Hearing under Section D 2, and the Chief determines that disciplinary action will be imposed, a Notice of Disciplinary Action shall be made by hand delivery on the employee or by the United States Postal Service, certified mail, return receipt requested, to the employee's address on file with the City. It shall include the departmental rule(s) or regulations violated, the date, time and place that the employee violated the rule(s). Said statement shall inform the employee that he has fourteen (14) days after the receipt thereof to file a written request for arbitration with the City.
2. Disciplinary Grievance: Notice of a request for arbitration of a disciplinary grievance shall be in writing, addressed to the Chief of Police and made by hand delivery on the Chief or by depositing at the United States Postal Service, certified mail, return receipt requested, using the official mailing (contact) address of the Town of Horizon City, as provided on its website, no later than the 14th day after the date the employee receives the written Notice of Final Disciplinary Action.
3. Discovery: Within seven (7) days of service of the employee's Request for Arbitration, the City shall forward a copy of the officer's entire administrative investigatory file of the incident made the subject of the disciplinary action and the employee's administrative investigatory disciplinary history showing the complaints filed against the employee and the dispositions of each case. All other discovery requests must be made by the employee in writing to the City no later than the 21st day before the date scheduled for the arbitration hearing. The City must provide complete responses to the employee's discovery requests within seven (7) days of the service of the request. The City shall have the right to make discovery requests to the employee or his representative no later than the 21st day before the date scheduled for the arbitration hearing. The employee must provide complete responses to the City's discovery request within seven (7) days of the service of the request.
4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list of witnesses and copies of their numbered and lettered exhibits no later than the seventh (7th) day before the arbitration hearing is to be held.
5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be selected on a rotating basis from a panel of four (4) or more selected arbitrators. The decision of the arbitrator shall be final and binding upon the employee and the City, subject

to any rights of appeal to a court of law as permitted by law. During the arbitration process parties shall have the right to be represented by an attorney or a representative of their choosing.

The arbitration panel shall have at least four (4) local arbitrators appointed by mutual agreement of the City and the Association. The members of the panel shall serve a one-year term and be subject to reappointment by mutual agreement of the City and the Association. Subject there to, the City and the Association may, at any time remove or add agreed upon members by mutual consent. If there is a vacancy, such as by resignation, death, or agreed upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than four (4) active members. On or before January 1st of each year the parties shall meet and confer in regards to reappointment or replacement of the arbitration panel.

6. Final Hearing: Once the hearing date is established, the legal counsel for the City and the employee may each request one continuance for a period of time not to exceed twenty (20) days. Additionally, the arbitrator may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the employee or his representative.

The employee and the City shall be entitled to representation by any person of their choice; cross examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence and the attendance of employees of the City, which production and attendance shall be commanded by the Mayor or the Chief of Police on behalf of the employee; stenographic or non-stenographic recording of the proceedings and any other procedures needed to ensure a fair and impartial hearing.

All issues of jurisdiction or procedural arbitrability shall be decided by the arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission.

The City has the burden of proof, by a preponderance of the evidence, to prove that the discipline imposed upon the employee was based on just cause and proper under the circumstances.

7. Decision of the Arbitrator: The Arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that he has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. The Arbitrator has the authority to sustain the discipline in whole or in part, reverse the discipline in whole or in part, or alter the discipline notwithstanding the ruling in *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex. 2010). In no circumstances is the arbitrator authorized to impose greater discipline than that originally imposed by the City. In cases of termination in which the Arbitrator imposes a suspension in lieu thereof, such suspension shall not exceed the greatest amount of time authorized to be imposed by the City.

The Arbitrator shall, when mutually requested by the legal counsel for the City and the employee, be required to issue a bench award at the conclusion of the hearing and in such event, no legal briefs will be allowed.

The City shall maintain a personnel file on each employee, which may be used for evidentiary purposes in hearings under this Article.

The decision of the Arbitrator is final and binding upon the employee and the City. If the suspended or terminated employee should be re-instated to his position by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) full compensation at the rate of pay that was provided for his position at the time of his suspension or termination; (b) credit for all PTO lost as a result of the suspension or termination; (c) contributions toward any defined contribution plans lost as a result of the suspension or termination; (d) FMLA credit; (e) seniority; and (f) any and all other relief to which he may show himself justly entitled. If the demoted employee should be re-instated to his former rank by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) compensation for any lost base pay if the employee ' s base pay had been reduced for the time that the employee's rank was reduced; (b) seniority; and (c) any and all other relief to which he may show himself justly entitled. Should the City refuse to comply with the arbitration award, the employee shall have the right to proceed to court for purposes of enforcing same and may recover attorney's fees in such an action.

ARTICLE X
CONTRACT GRIEVANCES

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

A. STEPS. A contract grievance shall be handled as follows:

Step 1: The Police Officer shall submit the grievance in writing to the Chief within fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within fourteen (14) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2: If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet, render its decision and file the notice required under Step 3 within fourteen (14) calendar days of the Step 1 ruling, if the Association Grievance Committee decides that a grievance exists. The Association, beginning with the Step 3 process, shall represent the aggrieved Police Officer. In the event that the Association Grievance committee decides that no grievance exists, the Association shall notify the Mayor in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3: If a grievance is believed to exist, it shall be presented in writing to the Mayor. The Mayor or his designee may meet with the grieving Police Officer and the Association representative to discuss and attempt to alleviate said grievance. The Mayor shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the chairman of the Association's Grievance Committee and/or the President of the Association of the response in writing.

Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen (14) calendar days from the date of the Mayor's decision in which to notify the City that it desires to submit the matter to mediation and/or file a request to arbitrate the grievance. Such request shall be submitted in writing to the Mayor or his designated representative. Arbitrators for contract grievances shall be selected from a list of up to 5 arbitrators provided by the American Arbitration Association (AAA) under procedures set out by AAA. However, if the City agrees to a mediation request, the City need not request an arbitrator list from AAA until after the mediation is completed. Notwithstanding this provision, the parties may at any time during the grievance process, mutually agree to submit a matter to non-binding mediation.

B. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step I of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the Association to meet the time limits at any other Step shall be a determination that the Association is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Association in writing to the City no later than the 21st day before the date scheduled for the hearing. The City must provide complete responses to the Association's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The City shall have the right to make discovery requests to the Association no later than the 21st day before the date scheduled for the arbitration hearing. The Association must provide complete responses to the City's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Association and the City.

F. Payment of Arbitration and/or Mediation

The cost of selecting and engaging an arbitrator for any arbitration required by this article, or the costs of selecting and engaging a mediator for a mutually agreed upon mediation, shall be split evenly between the parties. Nothing herein prevents the arbitrator or mediator from requiring the parties to prepay cost in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration or mediation process, including but not limited to their attorney's fee.

ARTICLE XI
SAFETY AND EQUIPMENT

SECTION 1

EQUIPMENT The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe workplace and for each employee to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for the determining of the quantity, quality, and specifications of such equipment.

The City shall provide each employee with a properly fitted bullet proof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

SECTION 2

CLOTHING AND EQUIPMENT A set of uniforms shall be provided to each employee upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) raincoat. Uniformed employees shall be provided with leather gear and other equipment, including handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of the City and at no time shall any employee be allowed to purchase equipment without the permission of the Chief of Police or his designee. The total cost of uniform or equipment replacement shall not exceed four hundred (\$400.00) per year, except in the case of the initial provision of uniforms and equipment for new employees.

The employee will be provided a duty firearm as designated by the Chief of Police.

All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Employees assigned to non-uniformed duties as their regular duty shall be entitled to receive reimbursement for the ordinary and necessary expenses in obtaining appropriate clothing, leather gear and equipment to be worn on duty in an amount not to exceed eight hundred (\$800.00) per year. All expenditures must be substantiated and the explanation and receipts for such expenditures shall be submitted within sixty (60) days of the expenditure. Employees will submit tax exempt documentation to vendors and make every effort to purchase from vendors who will complete the documentation. However, if unable to consummate the sale as a tax-exempt purchase, they will be reimbursed for the full cost of qualified purchase.

All non-uniformed employees shall comply with the dress code established in the approved Police Manual.

SECTION 3

Ammunition/Gun Qualification In addition, to the ammunition provided by the department for mandatory in-service firearms training, each officer is entitled to 50 rounds of 9mm caliber ammunition per year.

SECTION 4

Ammunition/Gun Qualifications

The City shall supply sufficient rounds of ammunition for Officer's use in the gun he carries while on duty, in the amount as determined by the Chief.

The City shall provide ammunition for target practice/gun qualification in the amount determined as necessary and appropriate by the Chief for such purposes. The City shall allow officers to qualify with their weapons during on duty hours. The City agrees to purchase industry standard law enforcement ammunition for all department approved weapons.

ARTICLE XII

SENIORITY

SECTION 1

SENIORITY RIGHTS City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Seniority will be a factor in transfers, promotion, or layoffs. In making transfers, promotions, or layoffs, the person having greater seniority, will be given preference when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer, promotion or layoff are equal.

SECTION 2

TRANSFER OF SENIORITY When an employee transfers from one city department to another city department, he loses all seniority accumulated in the previous department. Such an employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the employee's most recent date of entry into the department as a regular employee.

ARTICLE XIII
OFF-DUTY EMPLOYMENT

Off-duty employment shall be permitted consistent with the guidelines established by the Chief. Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

Employees shall be allowed to utilize the Horizon City Police Uniform and personal equipment in compliance with applicable Police Department policies and procedures.

Employees are advised that they should determine what Workers' Compensation benefits, liability protection, or legal representation is available from their secondary employers.

ARTICLE XIV PROMOTIONS

SECTION 1

GENERAL The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Section 2 below shall not be applicable to filling the Assistant Chief's position. The Assistant Chief shall be selected by the Chief and shall serve at the pleasure of the Chief and may be demoted from said position at the Chief's discretion. In such event, such employee shall normally be returned to the position from which the employee was appointed, and such employee's salary shall be in accordance with that position. If the Chief demotes such employee to a position lower than that from which such employee was appointed, such employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore such employee to the position from which the employee was appointed, but no higher.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn and the source for all such materials.

SECTION 2

ORAL INTERVIEW PANEL Following the determination regarding which applicants meet the minimum qualifications as stated in the City's job description for the position being filled, the Chief or his designee shall select two (2) individuals who are active law enforcement officers, from outside law enforcement agencies, with a rank equal or higher than the position being filled, who shall conduct an oral interview of the candidates. Additionally, the President of the Association or his designee shall sit on the oral board as the third (3rd) member of the interview panel.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate and all issues are to be job related. The City, through the Chief, shall provide the questions to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a scale of one to five, with one being the lowest and five being the highest. During the oral interview, the questions asked shall be used to rate the candidate on appearance, content, communication skills and presentation. The average of the three interviewer's rating shall be used as the oral interview score and a list of the top three candidates will be created and be submitted to the Chief who then shall make a selection from this list of three. Provided however, if more than seven employees participated in the oral interviews, a list of the top five candidates will be created and the Chief shall make a selection from this list of five.

In the event that the Panel unanimously determines that none of the interviewed officers are qualified to be promoted, the Panel may recommend to the Chief that someone from outside the Department be employed to fill the vacancy.

SECTION 3

VOLUNTARY DEMOTION. In the event that an employee requests a voluntary demotion to an open or vacant position, the Chief, upon determining that such employee meets the minimum qualifications as stated in the City's job description for the open or vacant position, may choose to demote and appoint such employee to the position without going through the oral interview process provided in Section 2. Before assuming the new position, such employee shall agree to and sign a waiver of his rights to file a grievance or appeal the demotion.

SECTION 4

PROBATIONARY PERIOD FOR SUPERVISORS. Upon receiving a promotion, the employee shall be on probation for six months. During the probationary period, the Chief may, upon making a determination that the employee is not performing to acceptable standards, demote the employee. In such event, the employee shall normally be returned to the position from which the employee was appointed and the employee's salary shall be in accordance with that position. If the chief demoted the employee to a position lower than that from which the employee was appointed, the employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore the employee to the position from which the employee was appointed, but no higher.

ARTICLE XV
DRUG-FREE WORKPLACE

SECTION 1

As required in compliance with the Texas Workers ' Compensation Act and the Federal Drug-Free Workplace Act of 1988, as amended, the City and the Association adopt the following policy for the purpose of elimination of drug abuse in the workplace.

It is the goal of the City to provide a work environment that is free from the use, sale, possession or distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or alcohol. The City will take reasonable measures to ensure that employee alcohol and drug use does not jeopardize the safety and health of other employees, the public, the success of the city business or our constituent relationships. Employees are absolutely prohibited from using, selling or transferring any controlled substance or drugs while on city property or while performing services pursuant to their employment with the City. Employees are prohibited from reporting to work or from performing any work for the City while impaired by or under the influence of a controlled substance, drug or alcohol.

SECTION 2

For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs, any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes of this provision, the term "drug" also includes alcoholic beverages, prescriptions and illegal inhalant drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an employee's doctor(s) unless the prescription drug impairs the employee's ability to perform his job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored social events or business development functions.

SECTION 3

The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e. following a work related injury). As a condition of employment, employees may be required to submit to drug tests under circumstances that include, but are not limited to, the following:

- A. incident to investigations of accidents resulting in bodily injury or property damage ;
- B. where, in the City's opinion, violations of safety rules or procedures are suspected;
- C. where, in the City's sole discretion, there is reasonable cause to believe an employee has been engaging in illegal drug use at any time, or working under the influence of alcohol; and
- D. on a periodic basis for employees who return to work after participation in a rehabilitation program.

If there is sufficient cause for an employee to be sent for substance testing, the employee can be removed from the job until the results of the test have been received. Should a test return with positive results, the City reserves the right to discuss the results with the employee. Any employee(s) found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Refusal by an employee to complete and sign the substance testing form, to provide an adequate amount of breath, body fluids or otherwise refuse to cooperate may subject the employee to further disciplinary action, up to and including termination of employment.

SECTION 4

The City will contract when necessary, with certified laboratories that are required to maintain employee test records in confidence. The laboratory shall disclose information related to the results of the drug test of an individual to the individual, to a Human Resources representative and to the Chief of Police only. An employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol and illegal drugs, including any records pertaining to his or her substance tests. The City will promptly provide the records requested by the employee.

An employee may request help for a substance abuse problem before job performance is impacted. The availability of any rehabilitation programs is governed by the terms of the health insurance policy in effect for all employees. Employees who voluntarily apply for participation in a rehabilitation program shall not be subject to discharge provided the employee seeks assistance prior to being tested for the use of substances covered by this policy and before the City has reason to believe the employee has violated the policy.

Due to the nature of the City's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. The City reserves the right, within the requirements imposed by federal, state or local government, to rescind, modify or deviate from this or any other policy, practice, or guidelines as it considers appropriate in its sole discretion in either individual or citywide situations with or without notice.

A Human Resources representative will schedule substance testing. The employee will be notified by the Human Resources representative when and where to report for testing

If an employee recognizes a substance abuse problem, they should contact their private physician for assistance. The employee may also request assistance through the Human Resources department.

ARTICLE XVI
REIMBURSEMENT FOR LOST OR DAMAGED ITEMS

SECTION 1

An officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost or damaged as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within five days, in writing, after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen property.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$650.00. The replacement item must be purchased within 30 days of the date the original item was lost or damaged and the receipt must be submitted to the City within 10 days of purchase, unless prior approval of the Chief has been obtained for a different time frame for purchase and submission.

SECTION 2

The City may, at its option, replace the item with an item of comparable worth and quality.

SECTION 3

Reasonable proof of value (such as receipt, cancelled check, seller's statement or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence and no payment shall be authorized without such proof.

ARTICLE XVII
TRAINING AND CONTINUING EDUCATION

SECTION 1

A training committee shall be established to make recommendations on training and continuing education for officers. The committee shall consist of the Chief of Police, the President of the Association or his designee and the training officer. The committee shall meet as necessary to make recommendation to the Chief as to training. However, all training decisions shall be totally within the discretion of the Chief.

SECTION 2

The City shall make core training courses, as designated by TCOLE, and necessary for the continuation of an officer's certification, available to all officers. All classes that are offered at no charge in the local and surrounding communities shall be exhausted first, before any out-of-town training is approved.

SECTION 3

In addition to the annual in service training mandated by the Texas Commission of Law Enforcement (TCOLE), each officer may attend up to forty (40) hours per year of TCOLE approved training during on duty hours.

ARTICLE XVIII

PERSONNEL FILES AND SEPARATION

SECTION 1 Badge upon Separation

Each Officer who honorably separates from the Department after 20 years of service shall be given his badge at no charge. . An Officer who separates honorably before their 20 years of service shall have the option to buy his/her badge for the sum necessary to replace the badge at then current prices.

SECTION 2

Service Handgun Upon Separation

Upon Retirement, each Officer who retires/honorably from the force shall have the option to purchase their service handgun. For the sum necessary to replace the handgun at then current prices. The service handgun will be purchased by bill of sale to keep a track of serial number by the City.

SECTION 3

Permanent Personnel File

The Human Resources Director shall maintain one permanent personnel file of all employees. Nothing herein shall preclude the Chief from maintaining an administrative investigatory file or other private administrative file. The Personnel file must contain any letter, memorandum, or document relating to:

- A. A commendation, congratulation, or honor bestowed on the employee by a member of the public or by the employing Department for an action, duty, or activity that relates to the person's official duties;
- B. Any misconduct that resulted in disciplinary action by the Department in accordance with this Agreement. The personnel file shall not contain any information relating to any alleged misconduct by the employee if the final resolution of the entire matter was held to be not sustained, unfounded or reversed in its entirety by an Arbitrator. In the event that an Arbitrator reduced the disciplinary action taken, the personnel file shall reflect the Arbitrator's decision. A letter, memorandum, or document relating to the alleged misconduct by the employee may not be placed in the person ' s permanent personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct; and
- C. The periodic evaluation of the employee by a supervisor.

A letter, memorandum, or document relating to the alleged misconduct by the employee that is placed in the person' s permanent personnel file as provided herein and did not result in disciplinary charge or hearing shall be removed from the employee's file if:

1. The disciplinary action was taken without just cause; or
2. The charge of misconduct was not supported by sufficient evidence.

The employee is entitled, on request, to a copy of any letter, memorandum, or document placed in his permanent personnel file. The City may charge the employee a reasonable fee not exceed actual cost for

any copies provided under this subsection. Written reprimands shall be removed from an employee's personnel file after two (2) years.

ARTICLE XIX
WAGES AND COMPENSATION

SECTION 1

All wages, monetary supplements, and other monetary benefits are contained in this Article.

SECTION 2

Effective on the first day of each City fiscal year set forth below, the base salaries of all police officers shall be increased by the following percentages, or the percentage of base salary increase paid to the City's non-bargaining unit employees, whichever percentage of salary increase is greater:

Year	Increase (COLA & salary adjustment)	
FY2021-22	\$2.75/hr	
FY2022-23	\$2.50/hr	2.00% (as specified in Section 3 below)
FY2023-24	\$2.50/hr	-

SECTION 3

Upon completion of four years of service in grade an officer other than Probationary, will receive a 2% base salary increase, beginning with the first pay period on after the employee's anniversary date of time in grade.

Probationary Officers will receive a base salary increase in the amount of \$1,000.00 beginning on the date of the first pay period following the officer's completion of the FTO program or six months after their date of hire, whichever comes first.

In the event that the Chief wishes to establish a Commander position as included within Table 1, he shall give thirty days written notice to the Association of the date on which the position will be established. The promotion process set forth in Article XIV shall apply to the Commander position.

SECTION 4

FTO Pay

The City agrees to pay each officer assigned to perform Field Training Officer duties an additional sum of \$1.00 per hour while performing said duties. The Chief shall have the right to establish criteria for selection of officers to be assigned as Field Training Officers. The Chief shall determine the number of Field Training Officers needed and may reduce or increase the number of assignments depending upon the needs of the Department.

SECTION 5

Longevity Pay

- a) Longevity pay in the amount of \$96.00 per year of departmental service, up to a maximum of 25 years, shall be paid on a bi-weekly basis with the officer's regular pay.
- b) It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of § 141.032 of the Texas Local Government Code.

SECTION 6

Education and Certificate Pay

Effective October 1, 2013 an employee shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time). Employees hired on and after October 1, 2013, will not be eligible for either education or certificate pay until their one-year anniversary date.

It shall be the employee's obligation to notify the Police Chief and provide documentation regarding the certificate(s) and/or degree(s) or amount of college credit held by the employee. The employee shall make such notification within 30 days of obtaining one of the below listed certificates or degrees or upon meeting the required amount of college credit. An employee making such a timely notification shall receive the applicable pay dating from the date the certificate, degree or credit is obtained, or in the case of a new hire on their one-year anniversary date. An employee who fails to make such a timely notification shall receive the applicable pay from the date of notification to the Chief.

- a) Certificate Pay
 - (1) Each employee holding an Intermediate TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each employee holding an Advanced TCOLE Certificate shall be paid one hundred twenty-five dollars (\$125.00) per month. Each officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.
- b) Education Incentive Pay
 - (1) Each employee holding an Associate's degree or sixty (60) hours of college credit shall be paid one hundred dollars (\$100.00) per month.
 - (2) Each employee holding a Bachelor's degree shall be paid two hundred dollars (\$200.00) per month.
 - (3) Each employee holding a Master's degree shall be paid three hundred dollars (\$300.00) per month.

SECTION 7

Shift Differential

The Chief may, at his discretion implement 10- or 12- hour shifts. In the event such shifts are implemented, the employees assigned to work the extended hour shifts will be entitled to shift differential pay of one dollar (\$1.00)per hour for only those hours actually worked between the hours of 6:00 pm and 6:00 am.

While working traditional eight 8-hour workdays the following shift differentials will apply:

- a) While working the evening/swing shift, Officers shall be paid a shift differential of one dollar (\$1.00) per hour.
- b) While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
- c) Overtime is paid based on the shift the officer was assigned to and worked that day.
- d) An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential.
- e) This provision shall apply in lieu of any City policy applicable to shift differential for any other employees.

All holiday pay will only be based upon an eight 8- hour workday, regardless of whether the employee is working a 10- or 12-hour shift. Officers wishing to take time off on an actual holiday will need to supplement this time with an additional 2 or 4 hours paid time off leave or comp time leave or utilize part of the 8 hours each work cycle which must be spent (unpaid) to ensure that the proper number of hours are worked each pay period.

In the event the Chief of Police implements a 10-12 shift schedule, overtime will be calculated according to Section 2 – Overtime (hours paid).

SECTION 8

Animal Services Fee

Recognizing that police officers are sometimes required to act in situations when the El Paso County Sheriff's Animal Control Officers are not available to deal with canines, felines, snakes, arachnids, and other wildlife. The City will pay each police officer the sum of \$200.00 once a year to compensate the officers for transporting, caring for, relocating and in some instances destroying arachnids and snakes. The animal services fee will be paid in one lump sum at the beginning of the calendar year for active police officers hired before January 1st and for a new police officer hired after January 1st the amount will be prorated for the remainder of the calendar year.

SECTION 9

Instructor Pay

An Officer who holds an active Instructor Certificate by the Texas Commission on Law Enforcement (TCOLE) shall be paid a differential of one dollar (1.00) per hour while conducting training approved by the Chief, provided by the Department and on a topic approved by TCOLE.

SECTION 10

Specialized Assignments Pay.

- (A) The Chief may authorize assignment pay for police officers who perform specialized functions in their respective department.
- (B) Officers who are to perform specialized task for the department shall be paid an additional \$75.00 per month.
- (C) All specialized tasks only qualify for one payment of \$75.00 per month.
- (D) If officer is assigned to more than one special task it is still observed as one specialized assignment pay.

1. **Hostage Negotiator:** is a police officer designated by the Chief who is trained by the FBI, EPSO and DPS Teams. The negotiator generally is deployed wherever there may be an armed, barricaded subject an intervenes in crisis situations to minimize the potential for loss of life by attempting to resolve incident using negotiation skills.

2. **Special Traffic Investigations:** Officers assigned these duties receive highly technical training specific to vehicle crash investigations requiring additional skills not normally present with a regular patrol. This designation does not include DDACTS assignments or officers assigned to the traffic enforcement unit.

3. **Strategic Response Team:** is a professionally trained and highly equipped team of officers designated by the Chief prepared to safely manage or assist in potentially hazardous incident, that include but not limited to, the delivery of barricaded subjects, hostage situations, high risk warrant service and suicidal subjects. Officers must qualify by passing a serious of rigorous physical test incorporating technical and firearm skills.

4. **Honor Guard:** The Honor Guard serves as a formal ceremonial unit participating in flag-raising ceremonies, parades, memorials, police funerals, as well as providing the Horizon City and Police Department with spirit corps. The Honor Guard member receive specialized training, standardized by U.S. Border Patrol.

On or before the commencement of each fiscal year (October 1), the Chief will designate which officers are eligible to receive Specialized Task Pay for the upcoming fiscal year. The designation will continue through the end of the fiscal year unless an officer becomes disqualified to serve in that capacity because of lapsed certification or training.

SECTION 11

Monthly Paid Compensation

It is expressly understood and agreed that the City reserves the right to prorate and pay all monthly payments in biweekly equivalents.

ARTICLE XX
HOURS OF WORK, OVERTIME AND COURT TIME

SECTION 1

Hours of Work

Employees are normally scheduled to work 40 hours per week as scheduled by the Chief or his designee, but nothing in this Agreement shall constitute a minimum or maximum number of hours of work in any day or week. A meal break and rest break may be taken during the employee's shift in compliance with the Rules and Regulations of the Department.

SECTION 2

Overtime

For the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows: Non-exempt employees, in accordance with the FSLA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over forty (40) hours in a work week. Additionally, non-exempt employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the employee each pay period. Overtime is based on hours paid.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agreed to by the parties.

SECTION 3

Court time

- a) An officer who attends court more than one hour before the start of his regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and one half.
- b) If the officer attends court one hour or less before the start of his regularly scheduled shift, the officer shall receive one (1) full hour of compensation at time and one half.
- c) An officer who attends court after his regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at time and one half.
- d) If the officer's court assignment begins during his regularly scheduled shift but continues beyond his normal duty hours, the officer will only be entitled to the actual amount of overtime hours worked.

SECTION 4

Miscellaneous

- a) Non-exempt officers who are off-duty and receive notification to return to duty status more than one hour before their regularly scheduled shift or more than thirty minutes after the conclusion of their regularly scheduled shift, shall receive a minimum of three (3) hours of compensation at time and one half.
- b) The City will pay compensation to non-exempt employees for on-call time at the rate of credit for seven (7) hours worked for each week on-call.
- c) The policy regarding Daylight Savings Time be revised so that Officers working the third (3r) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time become effective in the Fall of each calendar year.
- d) For the purposes of this Article XX, as of August 2, 2020, the Assistant Chief shall be considered exempt from under FLSA and shall not be eligible for overtime under this Agreement.

ARTICLEXXI

HOLIDAYS, PTO AND BEREAVEMENT LEAVE, AND STRESS MANAGEMENT

SECTION 1

Paid Time Off

Employees should have the opportunity to enjoy time away from the workplace to help balance their lives. Taking some time away from work is essential in maintaining quality performance, job efficiency and health. A designated Paid Time off (PTO) plan that combines traditional time off benefits. Employees may use this for any reason in accordance with the procedures established in this section.

This bank of time does not include the designated holiday schedule. Other time off due to bereavement, military or jury duty is also considered separate from the PTO policy.

PTO must be scheduled in advance, with the supervisor's approval. PTO will not be approved for any day in which the employee is scheduled to appear for court, except to the extent necessary to address illness, medical issues or emergency situations. The only exception to this requirement is an illness or other emergency that you cannot predict in advance. The supervisor will approve the request for non--emergency PTO based on considerations like workflow, operational requirements, business needs and length of service. Officers are accountable and responsible for managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

If the employee is unable to use the full PTO allotment during the year, the employee may be eligible to roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that may be rolled over and carried in the PTO Bank is 1,200 hours.

While the employee' s preference will be accommodated when feasible, there may be times when, due to business considerations, the employee may need to take PTO on days other than preferred ones. The direct supervisor needs approval from the Mayor to payout any accrued, unused PTO not eligible for rollover into the PTO Bank to an active employee.

SECTION 2

Payment of Paid time off Bank (PTO) on Separation

Separation pay for accrued PTO will be paid only to employees with at least six (6) years of actual service who separate in good standing. An employee shall not be considered to have separated in good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The maximum accrued PTO payable will be 1,200 hours.

SECTION 3

PTO Accrual Rates and Carryover

PTO Schedule for Regular Full Time Employees

	Years of Service	Annual Paid Time Off Allotment	Max PTO Leave Bank Carryover Per Year
A	90 days or less	16 hours	No hours allowed except for an employee hired from October 1 st through December 31 st .
B	91 days to 1 year	64 hours	No hours allowed except for an employee hired from July 1 st through September 30 th .
C	1 year	160 hours on an annual basis, proportionally reduced to be allotted from the date of the first anniversary through December 31 st .	80 hours or one half of allotment, whichever is less.
D	2 to 5 years	160 hours	80 hours
E	6 years	168 hours	80 hours
F	7 years	176 hours	80 hours
G	8 years	184 hours	80 hours
H	9 years	192 hours	80 hours
I	10 to 15 years	200 hours	80 hours
J	Over 15 years	240 hours	80 hours

Employees in their first year of employment will be allotted PTO as provided in lines A and B in the above chart, starting on the first day of employment. Any employee hired during the period from October 1st through December 31st may carryover a maximum of 8 hours of PTO of their first year's PTO allotment, and any employee hired during the period from July 15th through September 30th may carry over a maximum of 32 hours of PTO during their first year's PTO allotment.

On the day of their first anniversary of employment, PTO will be allotted as provided in line C in the above chart. Such allotment will be proportionally reduced so as to be an allotment only for the time period beginning on the day of the Employee's first anniversary through December 31st of that year. However, in no event will an Employee receive a proportional allotment of less than 8 hours of PTO.

PTO for employees with two or more years of service will be allotted their PTO as provided in the applicable line from D through J of the above chart on January 15th of each year.

Proportional reduction of an employee's PTO allotment is to reduce the maximum annual PTO allotment based on the difference between a full year and the number of days remaining in the year at the time the allotment is made. By way of example, an employee who is awarded his PTO on a first anniversary date of June 1st, will have his PTO proportionally reduced by 50%, and will be allotted 80 hours of PTO through December 31st.

SECTION 4

Bereavement Leave

- A. Funeral Leave for an Immediate Family Member. When a death occurs in an employee's immediate family, all regular full-time employees may take up to four (4) days off with pay to attend the funeral or make funeral arrangements. The days off must be consecutive and must be taken within one week after the death occurs. The City requires verification of the need for the leave. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, foster children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Spouse includes a common-law spouse and a person with whom the employee lives in a similar relationship.
- B. Funeral Leave for an Extended Family Member. All regular, full-time employees may take up to two (2) days off with pay to attend the funeral of an extended family member. Extended family members are defined as an employee's stepsiblings and step-grandchildren, an aunt and uncle by consanguinity (blood) or affinity (marriage), and a first cousin, niece, and nephew by consanguinity.
- C. Funeral Leave for other Family or Non-Family Members. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a family member not listed above or a close, non-family member. This time off will be considered by the Chief on a case-by-case basis. The City requires verification of the need for the leave. This leave benefit is limited to 2 paid workdays per calendar year per employee.
- D. Additional Time Off. The City understands the deep impact that death can have on an individual or a family therefore additional non-paid time off (or paid-time off from an employee's personal annual allotment) may be granted. The additional time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

SECTION 5

Holidays

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

*=Officers working shifts will be given an additional day off if the holiday falls on his regularly scheduled day off.

Each officer will be entitled to one 8-hour floating holiday per fiscal year. The floating holiday can be taken in coordination with the Officer's supervisor anytime during the year. In the event the Officer is assigned to a 10- or 12-hour shift, the time off over the 8 hours floating holiday must be charged against the Officer's PTO balance. It shall be each Officer's responsibility to schedule and take their floating holiday. If not used, the Floating Holiday will expire at the end of each calendar year and will not be carried over.

If the City provides non-bargaining unit employees with an additional holiday, employees who are members of the bargaining unit shall receive the additional holiday.

An employee must work the scheduled workday before and after a holiday to receive holiday pay unless the absence is due to:

- Personal illness or injury which can be substantiated;
- Approved PTO;
- Jury Duty;
- Family Death ;

Holiday hours have no cash value upon termination. Holiday hours are considered "hours worked" and are therefore included in the calculation of overtime.

SECTION 6

Administrative Leave

Officers may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose or event authorized by the Chief.

SECTION 7

Stress Management

Both the City and the Association believe that it is to be their mutual benefit to have the stress management services set forth in this Article available to officers when the Chief has determined that such services will benefit the officer and the City.

1. The City will, on an independent contract basis, engage the service of qualified individuals to provide individual counseling services for officers (hereafter designated as an "expert") under the following circumstances and conditions:
2. The Chief may require an officer to participate in individual counseling services provided by the expert as part of a behavioral cause investigation or a post trauma referral.

- a) A behavioral cause investigation is an after the fact referral made when, during the course of an administrative investigation, the Police Chief determines there is a reasonable belief that such exam or assistance is necessary for the continued employment of the officer. The employee shall be given the opportunity to confer with an Association representative prior to an examination ordered under this provision.
- b) A post trauma referral occurs when an officer, in the performance of his duties, has been involved in the shooting of another individual , where the officer has been exposed to any incident or situation where another may have suffered injury or death, or where the officer has been involved in any other situation that the Chief determines to be of such a serious nature such that referral will benefit the officer and/or the Department.

In cases where an officer, in the performance of duties, has been involved in a shooting, the expert and another person of the officer's choice will be immediately notified and allowed immediate access to the officer involved.

3. All conversations between the officer and the expert performing the individual counseling services shall be considered privileged as to the officer. When the expert has concluded that the officer constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said danger. The expert shall only report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that either the maximum individual counseling sessions have occurred or that no further participation by the officer is required.
4. The services of the expert shall be designed to provide assistance to the officer, under the circumstances set forth herein, in order to manage problems of stress affecting the ability of the officer to effectively perform the duties of a police officer. It is not the intent of this Article to provide counseling services in areas other than that which directly affect the officer.
5. The costs involved in the evaluation and treatment of any officer who is required to participate in the services shall be paid by the City as follows: The first five individual counseling sessions shall be paid by the City. Upon approval by the Chief, additional individual counseling sessions, not to exceed an additional three (3) sessions, shall be paid by the City.
6. The provisions in this Article shall not be constructed as preventing the Chief from requiring independent evaluation of an officer by an appropriate expert of the Chief's choice under appropriate circumstances and conditions.

ARTICLE XXII
REEMPLOYMENT

A former employee may be considered for reemployment if performance reviews and other performance documentation from the prior period of employment indicate acceptable prior performance, and the applicant meets the requirements of the position for which he or she has applied. Reemployment is not automatic.

A former employee who is reemployed following a break-in-service in excess of 30 days other than an approved leave of absence will be considered a new employee at the time of reemployment and will be on probation for 90 days and subject to disciplinary action including termination in accordance with the provisions in Article II, #22 and Article IX, Section 2A. Any rehired employee who has been separated for 12 months or less will be re-credited with prior service for purposes of PTO and other policies based on service. Rehired employees who have been separated for more than 12 months will not receive credit for prior service.

Re-eligibility for applicable Retirement Plans and or Health and Welfare plans is governed by the specific plan provisions.

ARTICLE XXIII
CLOSING STATEMENTS

SECTION 1

No agreement, understanding, alteration or variation of the Agreement, its term or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees as to such future performance shall continue in full force and effect.

SECTION 2

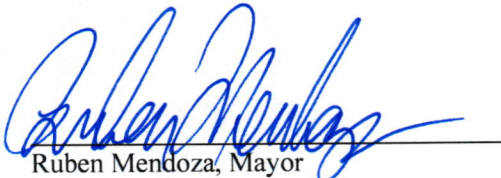
The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained.

SECTION 3

If any provision of this Agreement is found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE
BARGAINING AGREEMENT ON THE DATES SET BY THEIR NAMES.

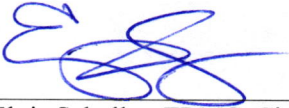
TOWN OF HORIZON CITY



Ruben Mendoza, Mayor

Dated 8/31/21

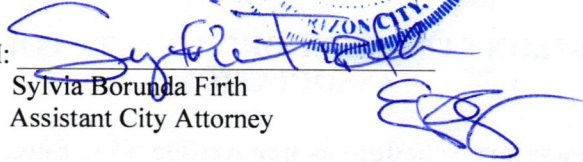
ATTEST:



Elvia Schuller, TRMC, City Clerk

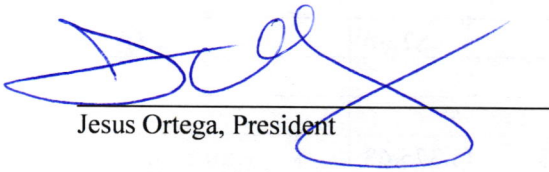


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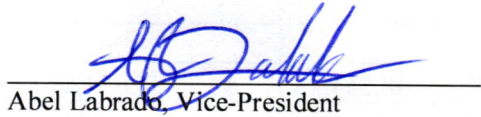
Sylvia Borunda Firth
Assistant City Attorney

HORIZON CITY POLICE ASSOCIATION



Jesus Ortega, President

Dated 8/30/21



Abel Labrado, Vice-President

Dated 9/02/2021



Table 1

TOWN OF HORIZON CITY AND HORIZON CITY POLICE OFFICERS ASSOCIATION

**Base salary schedule as per Article XIX, Section 3
Effective October 1, 2021**

Year	FY2021-22	FY2022-23	FY2023-24
Increase per hour	\$2.75	\$2.50	\$2.50
Probationary	\$ 40,175.63	\$ 45,375.63	\$ 50,575.63
Patrol Officer	\$ 42,731.27	\$ 47,931.27	\$ 53,131.27
*Senior Patrol Officer			
Detective	\$ 43,654.43	\$ 48,854.43	\$ 54,054.43
*Senior Detective			
Corporal	\$ 45,377.33	\$ 50,577.33	\$ 55,777.33
*Senior Corporal			
Sergeant	\$ 48,643.85	\$ 53,843.85	\$ 59,043.85
*Senior Sergeant			
Lieutenant	\$ 53,702.74	\$ 58,902.74	\$ 64,102.74
*Senior Lieutenant			
Commander	\$ 73,711.37	\$ 78,911.37	\$ 84,111.37
Asst. Chief	\$ 93,720.00	\$ 98,920.00	\$ 104,120.00

*Refer to Article XIX, Section 3