

Meet and Confer Agreement

Between

The City of La Porte

And

The La Porte Police Officers' Association

October 1, 2017 – September 30, 2021

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Definitions

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

- A) "Accredited College or University" means one that is listed by an accrediting agency approved by the United States Department of Education, and as of result of that accreditation, offers courses that are "accredited"
- B) "Chief" means the Chief of Police of the La Porte Police Department or his designee.
- C) "City" means the City of La Porte, Texas.
- D) "Coveted position" as used in this Agreement means any position in the Department to which more than one sworn employee has expressed an interest in being assigned by the Chief.
- E) "Department" means the La Porte Police Department.
- F) "Employee" means a sworn Police Officer who is a member of the bargaining unit.
- G) "Employer" means the City of La Porte.
- H) "Officer" means any sworn Police Officer who is covered by this Agreement.
- I) "Association" means the La Porte Police Officers' Association
- J) "TCOLE" means the Texas Commission on Law Enforcement.
- K) "TLGC" means the Texas Local Government Code.

Unless otherwise stated, it is understood and mutually agreed that masculine and feminine pronouns refer to, and include, both genders equally.

Article I

Authority and Recognition

1. The City of La Porte and the La Porte Police Officers' Association have voluntarily met and reached agreement on the conditions set out in this agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142 et. seq., Subsection B. To the extent that this Agreement is in conflict with or changes Chapter 143, TLGC or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 142.067 of the TLGC.
2. The City recognizes the La Porte Police Officers' Association as the sole and exclusive bargaining agent for all non-probationary Police Officers in the La Porte Police Department, excluding the Chief of Police and the Assistant Chiefs of Police.

Article II

Hiring Preemptions

1. In adopting this Agreement, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process by allowing for the lateral hiring of experienced Police Officers, Certified Texas State Peace Officers, and/or otherwise qualified mature applicants.
2. Effective with the ratification of this Agreement, the City shall be allowed to fill vacancies in the entry level Police Officer classification by hiring experienced police officers and/or peace officers certified by TCOLE without requiring these applicants to take a civil service exam. An applicant hired pursuant to this Article may be appointed directly to a pay grade/step commensurate with his/her level of experience; however applicants hired in this manner shall not receive any sort of longevity or seniority relating to promotional eligibility, shift bidding, pay or other privileges of employment. Once a newly-hired Police Officer is placed in the appropriate pay grade/step, the Officer shall progress through the remaining steps of the pay scale on each anniversary date, so long as all eligibility requirements contained in this Agreement are met.

To qualify for the lateral entry program, applicants must pass a physical fitness exam, a comprehensive background investigation, to include psychological, polygraph, medical exam, drug screening and a 12 month probationary period. Applicants must additionally meet the following criteria:

- Education and Experience: Graduation from an accredited Police Academy.
 - Licenses and Certificates: Possess a Basic Peace Officer license issued by TCOLE by the time of appointment.
3. Police Officers hired pursuant to this Article shall be compensated according to his or her total number of years of full time experience in law enforcement, up to a maximum of seven (7) years. The Chief of Police shall make the final determination of whether an applicant meets the criteria of the Lateral Entry Program, and his decision shall be final and non-appealable to the Civil Service Commission or to any court. No rank will transfer.
 4. Specifically, this Article preempts, to the extent of any conflict, all contrary State statutes, local ordinances, executive orders or civil service provisions as they relate to the hiring of the classification of Police Officer. More specifically, this Article pre-empts TLGC, Section

143.023 (c), and permits the Department to hire persons 45 years of age and above, provided that the person has five (5) years of cumulative active military service, or five (5) years of continuous service as a certified peace officer in the State of Texas by the estimated date of hire and can meet all other hiring criteria required for employment as a Police Officer with the City of La Porte. A person is not eligible to apply for a position as a Police Officer in the Department unless the person will be at least 21 years of age at the time of commission and meets minimum eligibility requirements for a Police officer as outlined in local civil service and TCOLE rules.

5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. In addition to the pre-emption noted in Subsection 4 above, this Article also pre-empts Sections 143.024, 143.025, and 143.026 of the Texas Local Government Code.

Article III

Wages

1. The City of La Porte and the La Porte Police Officers' Association hereto agree that a "market approach" philosophy shall be used as a guideline to determine appropriate wage scales for Officers of the Department. In implementing this approach, the parties agree to compare wage rates with Police Officers in comparative cities within the region via a market survey. The definition of "market" is the median salary for each pay grade for the Cities surveyed.
2. The City and Association further agree that the aforementioned market survey will be renewed in April of each year during the term of this Agreement and that median level salary rates for Police Officers covered in this Agreement shall be revised to reflect the current market, as determined from the results of the market survey. Any annual increase will reflect the market survey up to, but not to exceed, a set percentage of the collective salary budget for police officers as compared to the immediately preceding fiscal year according to the following schedule.
 - a. Year 1 – 3%
 - b. Year 2 – 4%
 - c. Year 3 – 5%
 - d. Year 4 – 5%
3. This agreement makes no changes to the current step schedule for the ranks of Police Officer, Sergeant, and Lieutenant.
4. Each year, The Association will appoint a representative to work with the City's HR Manager in conducting a salary survey from Texas City, Galveston, Baytown, League City, Pasadena, Pearland, Friendswood, Sugarland, Missouri City, and Deer Park. The salary survey will reflect employee salaries as of April 1 of the current year. The Association will provide name of their appointed representative to the City's HR Manager no later than April 1 of the current year. The City's HR Manager shall coordinate the survey, with the assistance of the City's Finance Department and the Association's appointed representative, and will have the information collected and the proposed adjusted pay scales completed and presented to the Association and City Bargaining Team members no later than May 31 of the current year. Once the above mentioned salary survey has been completed, the proposed adjusted pay scales will be created by:

- a) Determining both the median minimum and maximum salary range for each of Police Officer, Sergeant, and Lieutenant for the above ten (10) listed cities using the Median Salary Worksheet. Salaries for the City of La Porte are not included when determining the median salary ranges.
 - b) For Police Officer, the minimum median salary will be set as the new La Porte CS1-0 salary. The maximum median salary will be set as the new La Porte CS1-12 salary. CS1-0 will then be subtracted from CS1-12 and that amount will then be evenly distributed across the range. CS1-15 is then 75 cents above CS1-12 and CS1-20 is then 75 cents above CS1-15.
 - c) For Sergeant, CS2-0 is 3% above CS1-12 or the minimum median salary for the rank of Sergeant from the salary survey, whichever is higher. The maximum median is then CS2-6. Subtract CS2-0 from CS2-6, then evenly distribute across the range.
 - d) For Lieutenant, CS3-0 is 3% above CS2-6 or the minimum median salary for the rank of Lieutenant whichever is higher. The maximum median is then CS3-3. Subtract CS3-0 from CS3-3 and then evenly distribute across the range.
5. The new step pay rates will then become effective on October 1 (the first day of the fiscal year following the current fiscal year), so long as the proposed increase does not exceed the designated percentage of the approved salary budget for the current fiscal year.
6. Should the new step pay rates be projected to exceed the designated percentage of the collective salary budget for police officers for the current fiscal year, the proposed increase for each individual step will be reduced by the same percentage in order to meet the applicable cap. This will be accomplished by first determining the percentage that the proposed collective salary budget exceeded the applicable cap of the actual collective salary budget for the current fiscal year and then reducing each individual step by that same percentage.
7. Once proposed pay scales have been created by the City Finance and Human Resources Departments each April, the City and Association bargaining team members will review the proposed pay scales revisions and ensure that same are accurate. Once agreed upon, the new rates will take effect subject to the approval of City Council and the Association.
8. Employees shall receive step increases on the anniversary of their appointment to their current rank. If an employee receives a less than satisfactory performance evaluation

(anything below a 3), the employee will not receive a pay increase of any type (including lump sum payments referenced in Article III Subsection (4) and the current step increase will be held until the employee earns a satisfactory evaluation (3 or above). Once the employee's performance evaluation has been improved to a satisfactory rating, the employee shall be placed at the then-current step for his/her time in grade. If an employee receives an "exceptional" evaluation (above a 4), the employee will be moved up two steps on his/her anniversary date. Upon receiving the next evaluation, that employee shall be placed at the then-current step for his/her time in grade. This Section will not apply to any cost of living raises or pay scale adjustments.

9. If an employee receives a less than satisfactory performance evaluation, as outlined in this Article, the employee may appeal the performance evaluation according to the following process:
 - a) All performance evaluation appeals shall be submitted by the affected employee to the Chief of Police in writing within seven (7) calendar days from the date that the employee receives the evaluation.
 - b) The Chief of Police shall render a written decision to the affected employee within seven (7) calendar days of the date the appeal was received by the Chief of Police.
 - c) If the Chief of Police upholds the performance evaluation, the employee may submit such evaluation appeal to the City Manager. Such appeal must be filed within seven (7) calendar days of the date the Chief of Police rendered or should have rendered a written decision.
 - d) The City Manager shall render a written decision to the affected employee within seven (7) calendar days of the date the employee filed the appeal with the City manager.
 - e) If the appeal remains unresolved, the employee or his/her representative may file the appeal to the civil service commission. The commission shall hear the appeal at their next regular scheduled civil service meeting. The City of La Porte and the affected employee or his/her representative may present witnesses, evidence and other relevant information to the civil service commission. The civil service commission shall render a decision as to the validity of the performance evaluation and such decision shall be final and binding upon all parties.

f) The time limitations described herein may be waived by mutual agreement in writing by the City of La Porte and the affected employee.

g) It is the intent of all parties subject to this agreement that any aforementioned evaluation appeal be resolved at the lowest level possible.

10. Employees who have reached the last step of the wage scale and who have received a "satisfactory" performance evaluation of 3 or above shall be paid a lump sum of one thousand dollars (\$1,000.00) each year on the anniversary of appointment to their current rank. Employees who have reached the last step of the wage scale and who have received an "exceptional" evaluation (above a 4), shall be paid an additional one thousand dollar (\$1,000) bonus, for a total lump sum payment of two thousand dollars (\$2,000), on the anniversary of appointment to their current rank. As is the case with other exceptional employees receiving additional performance based wage step incentives, the additional bonus provided to employees who have already reached the last step of the wage scale will be available to the employees a maximum of once every other year.

11. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. This Article specifically pre-empts Sections 143.041(b) of the Texas Local Government Code.

12. The City and the Association agree that all provisions of the City of La Porte Emergency Pay Policy, as adopted by the La Porte City Council on July 23, 2012, shall apply to all officers covered under this Agreement.

Article IV

Incentive Pay

1. The City shall pay each employee holding a Masters Certificate granted by TCLEOSE the sum of \$150.00 per month. The City shall pay each employee holding an Advanced Certificate granted by TCLEOSE the sum of \$125.00 per month. The City shall pay each employee holding an Intermediate certificate granted by TCLEOSE the sum of \$100.00 per month.
2. The City shall pay each employee holding a Master's Degree obtained from an accredited university the sum of \$150.00 per month. The City shall pay each employee holding a Bachelor's Degree obtained from an accredited university the sum of \$125.00 per month. The City shall pay each employee holding an Associate Degree obtained from an accredited university the sum of \$100.00 per month.
3. In an effort to encourage Police Officers to continue their college education, effective with the signing of this agreement, Police Officers are entitled to receive both certificate and educational incentive pay, up to a maximum of three hundred (\$300.00) per month. Employees shall not be permitted to earn monthly incentive pay for more than one TCOLE certificate and/or for more than one college degree.
4. To ensure that records are accurate and incentive pay is issued in a timely manner, Police Officers are solely responsible for reporting and providing proper documentation to the Chief of Police or his/her designee to show that the Police Officer has completed training and/or education outside the Department. Police Officers are not entitled to retroactive incentive pay. Incentive pay shall begin at the beginning of the next pay period after the date on which the Police Officer provides proof of certification and/or receipt of a college degree in accordance with this Article.
5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empts Section 143.044(b) and (c).

Article V

Education

1. In order to be eligible for voluntary transfer into a coveted position, as that term is defined in this Agreement, within the Police Department, all Officers hired after 13 July 2009 must have completed a minimum of 20 college hours from an accredited college or university.
2. Except as provided in Section 3 below, in order to be eligible to participate in promotional examinations for Sergeant or Lieutenant, Officers must have completed a minimum of 60 college hours from an accredited college or university or have a combination of a minimum of 20 college hours from an accredited college or university and 40 TCOLE training credits calculated at the rate of 20 training hours equal to 1 training credit, for a total of 60 hours.
3. The 60 hour college requirement established in Section 2 above shall be waived for officers wishing to take the promotional examination for Sergeant if the officer is able to provide appropriate evidence, namely a federal form 00214, showing that they honorably served four (4) or more full years in one or more branches of the U.S. military.
4. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empts Section 143.028(b), and 143.031.

Article VI

Promotion to the Ranks of Sergeant and Lieutenant

1. With the exception of the below provisions, promotions to the rank of Sergeant and Lieutenant shall be in accordance with applicable Civil Service Law as established in Texas Local Government Code Chapter 143. Each promotional candidate from the police department who receives a grade of at least 70 points on a promotional examination will be considered as having passed the examination.
2. Seniority points will only be added to the promotional candidate's score if the applicant scores 70 or more points on the written examination. Candidates eligible to receive seniority points will have 1 seniority point added to their test score for every full year they have served in their current classification (grade), up to a maximum of 10 seniority points. For example, Sergeants who take, and pass, the Lieutenant promotional exam will only receive seniority points for each full year they have served as a sergeant. Cut off for seniority point calculations will be the date of the candidate's written examination.
3. In order to be eligible to take the Sergeant's test, officers and/or detectives must have served with the La Porte Police Department at least four (4) continuous years as a commissioned peace officer preceding the date of such promotional examination.
4. In addition to any seniority points a promotional candidate is eligible to receive, promotional candidates who successfully pass a Sergeant or Lieutenant promotional examination and who have participated in the La Porte Police Department's Leadership Mentoring Program for at least six (6) full months prior to the date of the promotional examination, shall have an additional 2.5 points added to their written exam score.
5. Police Officers promoted to Sergeant and Lieutenant must serve a probationary period within the new classification. The probationary period

is completed following six (6) months of continuous service in the new classification. Should a police officer fail to successfully complete their probationary period, they shall be returned to the rank they held immediately prior to the promotion.

6. In accordance with applicable Civil Service Law as established in Texas Local Government Code Chapter 143, Section 143.035, an alternative promotional testing system may be used. The City and the Association agree that an alternative promotional testing system will only be used if it is

(1) proposed by the Chief prior to a promotional test notification from the City AND (2) accepted by a majority of the candidates for promotion who submit the required letter of interest in participating in the promotional process. This process must be repeated with each promotional test the City intends to administer and shall not carry over from one promotional test to the other. If an Assessment Center is selected as part of the alternative testing system, it shall be administered following the below procedures:

- A) Positions in the rank of Sergeants and Lieutenants shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Agreement.
- B) Officers who pass the Sergeant's or Lieutenant's written promotional examination with a score of seventy percent (70%) or higher will proceed to the next step of the examination process, which is an Assessment Center.
- C) The score for the Written Examination and the Assessment Center shall be between 0 and 100 points each. As such, after the Assessment Center scoring has been completed for the rank of Sergeant and/or Lieutenant, the eligibility list shall be calculated as follows:

- | | |
|-----------------------------|----------------|
| 1. Written examination | 0- 100 points |
| 2. Assessment Center | 0- 100 points |
| 3. Seniority Points | 2 – 10 points |
| 4. LMP Participation Points | 0 – 2.5 points |

- D) Prior to the written test being administered, the Human Resources Department will generate a list of potential assessment center consultants. The Chief shall then appoint two (2) members to serve on an Assessment Center Review Committee (ACRC). The ASSOCIATION shall also select two (2) individuals to serve on the ACRC. ACRC members must not be officers who are participating in any of the current year's promotional examinations. Consulting with the Chief and other supervisors/managers of the department, ACRC members shall establish assessment criteria based on job content and responsibility. Once assessment criteria have been established, the ACRC shall meet to consider the list of consultants provided by the Human Resources Department and select the Assessment Center Consultant from the list (which may be subject to City purchasing policies and procedures).
- E) After the Assessment Center Consultant has been selected, the Consultant will orient the ACRC. The Consultant will collectively confer with both the Chief and the ACRC on the needs or issues affecting the design of the Assessment Center. Any input from the ASSOCIATION will be summarized by the ACRC and made available to anyone who requests it. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.
- F) The Consultant designs the Assessment Center and also selects the assessors; however, all assessors must meet the following criteria:
1. Active duty or retired, sworn officers of similar rank to the one being assessed for promotion, or above, from cities with a population of 25,000 or greater;
 2. Shall not reside in La Porte or any city contiguous to La Porte;
 3. Shall not be related, by blood or marriage, to any candidates for promotion;
 4. Shall not personally know or be an acquaintance of any candidate for promotion;
 5. Shall have two (2) years of experience in the promoted or equivalent rank; and

6. Shall not be a current or former employee of the City of La Porte.
- G) The assessors selected by the Consultant will assess the candidates for the rank. The assessors shall award up to one hundred (100) points to each candidate participating in the assessment center. The assessment sessions may be recorded, and candidates may review their own session by making an appointment with the Human Resources Department during normal business hours. Examination reviews will be conducted on the officer's off-duty time and copies of the videotapes will not be distributed. Except for specific violations of any of the aforementioned criteria, or as provided by law, assessment center scores shall be deemed final and are not subject to appeal.

Article VII

Physical Fitness

1. Officers hired after 13 July 2009, shall be required to pass an annual physical fitness assessment in order to be eligible for voluntary transfer to a coveted position, as defined in this Agreement, or to participate in promotional exams. The physical fitness assessment will be the same as the assessment required by the City of La Porte Civil Service Rule for Police applicants.
2. All Police Officers employed by the La Porte Police Department are encouraged to voluntarily participate in a quarterly physical fitness assessment. The physical fitness assessment will be the same as the assessment required by the City of La Porte Civil Service Rule for police applicants. Employees may, at their option, instead choose to voluntarily participate in the general City-employee wellness program.
3. Employees participating in Police Department's physical fitness program or the City's general employee wellness program shall not be paid for time spent preparing for assessments, personal conditioning, or engaging in any work-out related activities. When on-duty, police officers will, however, be allowed to participate in quarterly assessments during their work hours. Under no circumstances will participating Police Officers be eligible to simultaneously receive the cash bonus under both the general City- employee wellness program and the Police Department's physical fitness program.
4. All Police Officers who pass the physical fitness assessment will be authorized to wear a special "physical fitness award ribbon" on their uniform and will receive a physical fitness cash bonus of \$250.00 for each quarterly physical fitness assessment successfully passed to be paid at the end of the calendar year. At no time shall such fitness bonus exceed \$1000.00 annually.
5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empt's those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empt's Section 143.044(d).

Article VIII

Compensatory Time

1. All sworn Police Officers shall be eligible to accumulate and accrue compensatory time at a rate of time and one-half the hours actually worked, up to a maximum of 40 hours. All compensatory time provisions of the Fair Labor Standards Act shall be adhered to by the City of La Porte and the Police Officers covered under this agreement.
2. As with other forms of leave, compensatory time may be accrued and taken only after the employee submits a written request and receives approval by his or her immediate supervisor. Compensatory time off shall be granted at the sole discretion of the Department, and will not be granted if overtime is required to achieve minimum staffing levels. The City may opt to pay employees for accrued compensatory time at any time.

Article IX

Association Leave

1. Except as provided for under Section 2 below, during the term of this Agreement, each year on or before December 31 the City shall assess from each Association member two (2) hours of accrued vacation leave time to be placed in an Association business leave pool. Association members, with the approval of the Association Board of Directors, shall be allowed to debit the pool during the calendar year when attending to Association related business, including, but not limited to, time spent representing the Association at meetings or events; representing members at disciplinary hearings, grievances or on other job-related matters; attending seminars or training programs; and attending to business associated with the "meet and confer" process.
2. Any Association member shall have the option to opt out of participating in the Association Leave Pool and avoid the aforementioned vacation leave assessment by notifying the Human Resources Department prior to January 1st of any applicable year, during the term of this Agreement. Such notice shall be in writing and the Human Resources Department shall thereafter send a copy of it said notice to the Association within thirty (30) days. Should any officer willingly and voluntarily give or provide additional minutes of credited leave time to the pool, he/she may do so by delivering by proving written notice to the Human Resources Department, who then will furnish a copy of same to the Association within thirty (30) days. The Human Resources Department shall provide the Association with a statement as to the leave balance in this pool every ninety (90) days.
3. The Association shall request Association Leave off for eligible members at least forty-eight (48) hours in advance, by delivering written notice to the Chief. Association Leave shall be viewed the same as requests for regular vacation and will be subject to supervisory approval, with staffing and other considerations taken into account. As with all other forms of leave, if the Chief of Police deems it necessary, he/she may order Association members on Association Leave to immediately report back to work.

- 4 The pool shall be cumulative during the term of this Agreement. The City is only required to make an individual assessment from Association members who have at least two (2) hours of accrued vacation time at the time the City makes the assessment.
- 5 The Chief will consider requests for additional time off without pay to attend to other Association business. Any such request shall be in writing and delivered to the Chief at least forty-eight (48) hours in advance of the requested leave.

Article X

Grievance Procedure

- 1) The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. A grievance involving the interpretation, application or enforcement of a specific clause of this agreement by one or more employees shall be brought to the attention of the Association Grievance Committee in writing within fifteen

(15) calendar days of when the employee knew or should have known of the occurrence or occurrences that gave rise to the grievance. The Association may bring a grievance that is an on-going practice by the City which affects the bargaining unit as a whole "Class Action" within fifteen

(15) calendar days of when the Association knew or should have known of the grievance.

Within fifteen (15) calendar days of the receipt of the grievance, the grievance committee shall determine if a valid grievance exists. If, in the opinion of the Association Grievance Committee, no grievance exists or the Association denies the grievance, the Association Grievance Committee shall notify the employee. If the Association Grievance Committee accepts the grievance, the Association shall, within seven (7) calendar days of accepting the grievance, present written notice of the grievance to the Chief of Police.

- 2) The Chief of Police shall render a written decision to the Association Grievance Committee within seven (7) calendar days of the date the Association Grievance Committee filed such grievance with the Chief of Police.
- 3) If the grievance remains unresolved, the Association Grievance Committee or its representative may submit said grievance to the office of the City Manager. Said grievance, if submitted, must be filed within seven (7)

calendar days of the date the Chief of Police rendered or should have rendered a written decision.

- 4) The City Manager shall render a written decision within seven (7) calendar days of the date the Association Grievance Committee filed said grievance with the City Manager.
- 5) If the grievance remains unresolved, the Association Grievance Committee or its representative may request that the grievance be submitted for grievance mediation through an independent third-party such as the Federal Mediation and Conciliation Services (FMCS). The parties hereto agree that any fees and expenses associated with mediation shall be shared equally by the submitting Police Officer and by the City. The costs of a witness are paid by the party who calls the witness. The costs of an attorney are paid by the party that retains the attorney's services.
- 6) If the grievance remains unresolved following mediation, the Association Grievance Committee or its representatives may request that the grievance be submitted to arbitration, said request must be submitted in writing to the office of the City manager within seven (7) calendar days from the date an official impasse is declared relating to mediation.
- 7) Either party may request the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association (AAA) to provide a list of arbitrators in accordance with its selection rules. Either party shall have the right to reject the list submitted by FMCS or AAA. In that event, the FMCS or AAA will be requested to submit another list. The Parties shall select an arbitrator from the list. The parties, by mutual agreement, may select to use AAA expedited rules.
 - A) The powers of the arbitrator shall be limited as follows:
 - 1) He shall have no power to add, to subtract from, or modify any of the terms of this agreement.

- 2) The arbitrator shall deal only with the grievances that occasioned the arbitrator's appointment.
 - 3) The decision of the arbitrator, if within the scope of the arbitrator's authority, shall be final and binding upon the parties.
 - 4) The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this agreement.
- 8) The parties hereto agree that the Arbitrator's fees and expenses are shared equally by the appealing Police Officer and by the City. The costs of a witness are paid by the party who calls the witness. The costs of an attorney are paid by the party that retains the attorney's services.
- 9) A grievance not filed within any of the time limitations specified herein shall not be considered timely and shall be void. The time limitations described herein may be waived by mutual agreement in writing by the Association Grievance Committee and the appropriate management official.

Article XI

Duration

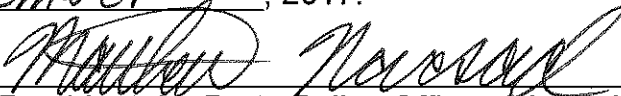
- 1) The provisions covered under this agreement will be effective upon ratification by the La Porte Police Officers' Association and approval by the La Porte City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall expire at midnight September 30, 2021. In the event that a new Agreement has not been reached by that date, the parties may mutually agree to extend this Agreement.

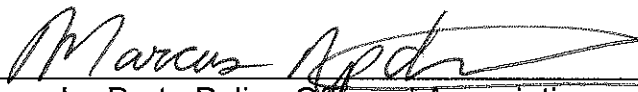
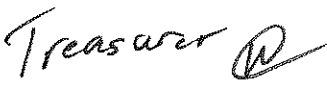
- 2) The City of La Porte and the La Porte Police Officers' Association shall begin the "meet and confer" process no later than May 1, 2018, unless the parties mutually agree in writing to defer the start of the process to a later date.

The foregoing instrument has been negotiated, reviewed and approved by each of the signatories indicated below:

LA PORTE POLICE OFFICERS' ASSOCIATION

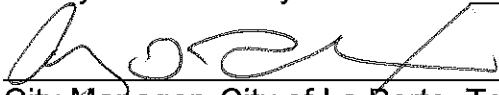
Ratified by La Porte Police Officers' Association Membership on 11th day of September, 2017.

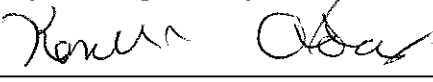
By: 
President, La Porte Police Officers' Association

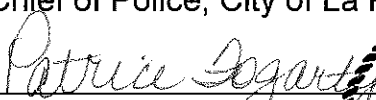
Attest: 
Secretary, La Porte Police Officers' Association

Treasurer


CITY OF LA PORTE, TEXAS

Approved by La Porte City Council on 11th day of September 2017.

By: 
City Manager, City of La Porte, Texas

By: 
Chief of Police, City of La Porte, Texas

Attest: 
City Secretary, City of La Porte, Texas



Attachment A - Pay rate schedule 2017-2018

Police Officer	CS1	CS1-0	CS1-1	CS1-2	CS1-3	CS1-4	CS1-5	CS1-6	CS1-7	CS1-8	CS1-9	CS1-10	CS1-11	CS1-12	CS1-15	CS1-20
Hourly rate		0	1	2	3	4	5	6	7	8	9	10	11	12	15	20
		25.39	26.18	26.97	27.76	28.55	29.34	30.13	30.92	31.71	32.50	33.29	34.08	34.83	35.58	36.33

Sergeant	CS2	CS2-0	CS2-1	CS2-2	CS2-3	CS2-4	CS2-5	CS2-6
Hourly rate		0	1	2	3	4	5	6
		36.29	37.25	38.21	39.17	40.13	41.09	42.05

Lieutenant	CS3	CS3-0	CS3-1	CS3-2	CS3-3
Hourly rate		0	1	2	3
		43.31	44.89	46.47	48.04