



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAREDO, TEXAS

AND

THE LAREDO POLICE OFFICERS' ASSOCIATION

OCTOBER 1, 2020  
TO  
SEPTEMBER 30, 2025

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## **ARTICLE 1**

### **PREAMBLE**

This Collective Bargaining Agreement hereinafter referred to as the “Agreement” is made and entered into by and between the City of Laredo, a municipal corporation domiciled in the State of Texas, herein referred to as the “Employer,” and the Laredo Police Officers' Association, herein referred to as the “Association.”

The City and the Association agree that the establishment of fair and reasonable compensation and other conditions of employment is a primary purpose of this Agreement as well as the promotion of harmonious relationships between the City and Association.

This Agreement has been negotiated through the collective bargaining process with the objective of serving the aforementioned purpose and with the further objective of fostering effective cooperation between the City and its police officers.

Therefore, in consideration of mutual promises and Agreements contained herein, the parties agree as stipulated in the Articles that follow.

## **ARTICLE 2**

### **INTENT AND PURPOSE**

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its Officers to provide for equitable and peaceful adjustment of differences which may arise; to establish proper standards of wages, hours, and other conditions of employment which will provide and maintain a sound economic basis for delivery of public service; to provide for the operation of the services delivered by the City under methods which will further, to the fullest extent possible, economic and efficient operations, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.

## **ARTICLE 3**

### **DEFINITIONS**

- 3.1** The following definitions when used in this Agreement shall, for the purpose of this Agreement, have the meanings respectively ascribed to them in this Article.
- 3.2** “Agreement” means the five (5) year Collective Bargaining Agreement between the City of Laredo and the Laredo Police Officers Association for October 1, 2020 through September 30, 2025.
- 3.3** “Assessment” means any monetary levy by the Laredo Police Officers Association against one or more of the members of the LPOA, either voluntarily or in accordance with its

Constitution and By-laws.

- 3.4 “Association” means the Laredo Police Officers’ Association.
- 3.5 “Bargaining Unit Personnel” means all classified officers of the Laredo Police Department, excluding the Chief.
- 3.6 “Base Pay” means base rate excluding education, certification, FTO, Longevity, shift differential and assignment pay.
- 3.7 “Business Days” means each day exclusive of weekends and holidays.
- 3.8 “Chapter 143, Texas Local Government Code,” means the Municipal Civil Service Act, formerly TEX. REV. CIV. STAT. Art. 1269m Section 16a (codified 1987).
- 3.9 “Chief” means Chief of Police of the City of Laredo Police Department.
- 3.10 “City” means the City of Laredo, Texas.
- 3.11 “City Manager” means the City Manager of the City of Laredo.
- 3.12 “CLEAT” means the Combined Law Enforcement Associations of Texas.
- 3.13 “Collective Bargaining Team” means those persons appointed or elected by the Laredo Police Officers Association and the City of Laredo to represent it in matters of labor negotiations.
- 3.14 “Commission” means the Firefighters' and Police Officers' Civil Service Commission of the City of Laredo as set forth in Chapter 143, Texas Local Government Code.
- 3.15 “Designee” for the City Manager, Chief, and the ASSOCIATION shall mean whoever is appointed in writing to represent the City's and the Associations' collective bargaining team.
- 3.16 “Dues” means the cost of membership in the Association and CLEAT.
- 3.17 “Emergency” is defined as any unexpected happening or event or unforeseen situation or crisis that calls for immediate action and requires alteration of schedules, work hours, shifts and/or personnel assignments.
- 3.18 “Employee” means any sworn police officer of the City with the exception of the Chief.
- 3.19 “Employer” means the City of Laredo.
- 3.20 “Executive Board” means those members of the Association duly elected or selected as officers and directors of that organization. \
- 3.21 “Gender” when referring to the male gender throughout this agreement it shall be construed

to include male and female officers.

- 3.22** “Grievance” means any and all disputes arising from the Grievance Procedure in this Agreement.
- 3.23** “Immediate Family” means the spouse and children of the officer, and the officer’s or spouse’s father, mother, brother, sister, grandparents, or legal guardian, and the Officer’s step children, step father, step mother, step brother, step sister, and step grandparents.
- 3.24** “Qualifying Dependent” when used in Section 20.5 of Article 20, means an officer’s spouse or minor child who has not reached his/her 26th birth date as prescribed in City of Laredo Medical Benefit Plan Booklet or as otherwise required by law.
- 3.25** “Management” means the City Manager and the Chief and/or for their designees.
- 3.26** “Officer” means all sworn, certified, full-time paid employees, whether male or female, who regularly serve in a professional law enforcement capacity with the City of Laredo Police Department, except for the Chief.
- 3.27** “Personnel and Policy Manual” means all of the City’s policies and procedures regarding personnel as written in the City’s Code of Ordinances; all future ordinances that do not conflict with this agreement, and the City’s Drug and Alcohol Policy Manual, in effect on the date of execution of this agreement.
- 3.28** “Probationary Officer” means bargaining unit personnel who have completed less than one (1) year of service after being sworn as a Laredo police officer or whose probationary period has been extended for up to an additional twelve (12) months due to medical reason(s) that requires an absence from work and that without the extension would prevent that officer from successfully completing the probationary period as determined by the Chief. The parties agree this definition supplants any contrary provisions of TEX. LOC. GOV’T CODE section 143.027(a) and (b) in determining the probationary period and actions taken during that time.
- 3.29** “Regular Rate of Pay” means hourly pay rate including education, certification, FTO, Longevity and shift differential.
- 3.30** “Rounding” means rounding to the second decimal using the third and only the third decimal in determining the monthly base pay scale in the Salary Survey. (Example: \$35.065 = \$35.07 or \$35.064 = \$35.06).
- 3.31** “Seniority” means length of continuous service in the employment of the City of Laredo Police Department.
- 3.32** “Supervisor” means any sworn police officer of the City of Laredo with the rank of Sergeant or above.
- 3.33** “TCOLE” means the Texas Commission of Law Enforcement or any successor agency or organization.

**3.34** “TLGC” means the Texas Local Government Code.

**3.35** “TMRS” means The Texas Municipal Retirement System is the name by which the business of the retirement system shall be transacted, all its funds invested, and all its cash and other property held. (V.T.C.A., Section 851.0003).

## **ARTICLE 4**

### **RECOGNITION**

**4.1** The Laredo Police Officers' Association herein referred to as the ASSOCIATION, having qualified for exclusive recognition and having been designated by a majority of the officers in the unit as their representative, is hereby recognized by the Employer as the sole and exclusive bargaining agent for bargaining unit personnel in matters concerning wages, rates of pay, hours of employment, or conditions of work affecting officers in the unit.

**4.2** It is agreed that the bargaining unit, covered by the terms of this Agreement, shall consist of all sworn, certified, full-time paid employees, who regularly serve in a professional law enforcement capacity with the City of Laredo Police Department, except for the Chief. Recognizing that legislative proposals relating to public employee labor relations are under consideration at both State and Federal levels, the Employer and the Association agree that membership in the bargaining unit will be adjusted as new legislation may become applicable.

**4.3** The Association recognizes the City Manager or his/her designated representative as the sole representative of the Employer for the purposes of collective bargaining.

**4.4** The Employer agrees that it shall not engage in any of the following practices:

- (A) Interfere with, restrain, or coerce officers in the exercise of rights granted in this agreement;
- (B) Interfere with or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization, except as may be set out in this agreement;
- (C) Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment;
- (D) Discharge or discriminate against any officer because he has filed any 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 employee organization;
- (E) Enter into or permit any agreement, understanding, or contract with any person, including bargaining unit personnel, which in any manner circumvents, alters, amends, modifies, or contradicts any provisions of this agreement;

- (F) Discriminate against any officer protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or affiliations; or discriminate in the application or interpretation of this Agreement.

**45** The Employer recognizes its responsibility for a consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders that govern the conduct of officers on the job.

## **ARTICLE 5**

### **ANTI-DISCRIMINATION**

**5.1** In accordance with applicable law, neither the City nor the Association shall discriminate against any officer covered by this Agreement because of sex, color, disability, religion, age or national origin or any other status protected by local, state or federal law.

**5.2** The Employer agrees not to discriminate against any officer for his/her activity on behalf of, or membership in, the ASSOCIATION. The ASSOCIATION recognizes that no officer is required to join the ASSOCIATION, but each officer has the right to choose of his/her own free will as to whether or not he or she will or will not join the ASSOCIATION. The ASSOCIATION further agrees that there will be no interference with the free right of any officer employed by the City of Laredo to enter and leave its premises and property.

## **ARTICLE 6**

### **THE RIGHTS OF MANAGEMENT**

**6.1** Except as otherwise specifically provided in this Agreement, the Association recognizes that the City has the sole and exclusive right to exercise all rights or functions of management.

**6.2** The exercise of the rights of management will be consistent with the overall goals and objectives of the City and of the Laredo Police Department. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly provided in this Agreement or as may be limited by current or future state or federal law. Without limiting the generality of the foregoing, as used herein the term "Rights of Management" includes:

- (A) Decide job qualifications for hiring along with the right to hire and to set policy affecting the selection of new officers, subject to the provisions of Chapter 143 of the TLGC;
- (B) The right to discipline, demote or discharge for just cause; the right to assign or transfer;
- (C) The right to lay-off as prescribed in Chapter 143, TLGC or any amendments

thereto;

- (D) The right to make rules and regulations governing conduct and safety;
- (E) The right to determine the methods, processes and manner of performing work by officers together with the right to establish work performance and standards, and to implement programs to increase the cost effectiveness of departmental operations;
- (F) The right to use civilians in the Police Department to perform duties which do not require a commissioned officer or the authority to arrest;
- (G) The right to establish classifications, job descriptions, and the standards that provide the basis for assignment and recruiting of personnel.

**6.3** The foregoing rights lie exclusively in the Employer. This Article does not circumvent or change Chapter 143, unless specifically expressed elsewhere in this Agreement. Except as otherwise specifically provided in this Agreement, the Employer acting through the City Manager and the Chief, shall retain all rights and authority that are their legal responsibility to enforce.

**6.4** No management rights as herein set forth, shall be exercised in an arbitrary or capricious manner.

**6.5** In matters not specifically covered by language within this Agreement, or limited by current or future state and/or federal law, the City shall have the right to make decisions in such areas on a unilateral basis.

## **ARTICLE 7**

### **WORK CONDITIONS**

#### **7.1 Notice to Association.**

Work condition(s) or privilege(s) of employment will be in accordance with the current publications of the Police Department's Policy and Operations Manual and the City of Laredo's Personnel and Policy Manual, as applicable; however, the Employer retains the right(s) to grant privileges at the discretion of the Chief. The Employer shall notify the Association at least thirty (30) calendar days in advance, except in an emergency, of the intent to change, modify, rescind, or institute any new work condition(s) or privilege(s) of employment or any new policy or order.

Employer shall take into consideration written responses made by the Association prior to the implementation of any such change and afford the Association an opportunity to confer with the Employer. This Article will not diminish, detract from, or supersede any of management's rights as set forth in this contract.

When the City complies with this Article by giving at least thirty (30) calendar days' notice to the Association and considering written responses made by the Association, no past practice claims regarding this Agreement may be raised. In the event of a grievance based on a past practice after the City has complied with this Article, the City has no obligation to respond to the grievance and



such grievance shall be considered void without requirement of addressing the merits of the grievance.

## **7.2 Monthly Shift Change, Shift Transfers and Job Vacancies.**

(A) The Chief shall post the monthly shift change schedule at least five (5) business days prior to the beginning of said shift change. This requirement shall not limit the right of the Chief to reassign officers in exigent circumstance to other shifts, based upon scheduling and manpower contingencies that may arise. The shift schedule shall include all officers who are on modified duty, injury or sick leave.

(B) Recognizing that shift transfers and job assignments may require the assessment of a number of factors, the Chief maintains the right to make all shift transfers and job assignments in accordance with his/her determination of what is in the best interest of the Department. Except for exigent circumstances an officer shall not be involuntarily transferred without a five (5) business day notice. The Chief shall adopt and provide a copy of the departmental transfer order to each officer.

Except in the case of an emergency, or unless operational circumstances require otherwise, job vacancies will be brought to the attention of officers so that those interested in a vacant position may express their interest to the Chief who is responsible for selection. Notice of vacant positions, skills required, and process to be used to make the selection will be posted in the form of a staff memorandum and e-mailed to all officers. The Chief shall make a reasonable effort to assure that all eligible officers under his/her command are aware of the vacancy and the process to be used to make the selection. Officers who are interested in a vacant position should contact the appropriate supervisor in writing. Before the vacancy is filled, officers will be allowed a reasonable amount of time to apply. Skills, knowledge, abilities, training, previous experience and seniority shall be among the factors considered in the policy adopted by the Chief. The Chief shall post the results of his/her decision on the filling of any job vacancy.

(C) Although not subject to the grievance procedure, should an officer feel that a misapplication of this provision in regards to shift changes, transfers or job assignments has occurred, he or she may file an informational complaint with the Chief. The Chief shall meet personally with the officer and an Association representative if the officer makes that request within 30-calendar days of the complaint being filed.

## **ARTICLE 8**

### **NO STRIKE AND/OR NO LOCK-OUT**

**81** The Association agrees that during the term of this Agreement, it shall not authorize, ratify, encourage, or otherwise support any strike, slow-downs, picketing, or any other form of work stoppage or interference with the business of the Employer and will cooperate with the Employer in preventing and/or halting any such action. Employer agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

**82** The Employer may discipline and/or discharge any officer who instigates, participates in, or gives leadership to, any act or conduct prohibited by Section (1) of this Article and which is

prohibited by Chapter 143, TLGC. Moreover, the Employer may invoke any remedies authorized by Chapter 174, TLGC, in the event of any strike, work-stoppage, or slow-down.

## **ARTICLE 9**

### **ASSOCIATION BUSINESS LEAVE**

**9.1** A Police officer may be involved in Association business with approval of the Chief or his/her designee as long as it does not interfere with the discharge of his/her duties or any assignments, or violate any of the provisions of this Agreement, and a police officer shall not be discharged, disciplined or discriminated against for such activity.

**9.2** The collective bargaining team will be comprised of a minimum of four (4) officers and up to an equal number of officers as the City's team. The LPOA bargaining team members shall be allowed time off to meet or negotiate, if they are scheduled to work at that time, without loss of pay or benefits. Members of the collective bargaining team who are scheduled to work a shift immediately after a bargaining session that exceeds four (4) hours in duration shall be allowed time off without loss of pay or benefits.

**9.3** In order to facilitate labor/management relations within the department and in an effort to promote greater harmony between the City and the Association, the Chief shall assign the Association President to the appropriate day duty shift, Monday through Friday. The Association President shall be so assigned in order to facilitate access to the Association membership and to the Employer as labor/management issues arise.

The City agrees that the President of the Association shall be allowed up to five hundred (500) hours of ABL leave per year scheduled under Police Department policy during the term of his/her presidency to deal with the duties of the presidency while retaining the privileges of employment. The Chief retains the right to recall him/her to duty during an emergency or special event involving overriding need for the protections of the citizens of Laredo.

ABL shall not be treated as a break in service, and the President shall not lose seniority, promotional opportunity, sick leave, vacation (subject to the City's vacation accumulation restrictions), retirement or any other benefits, including mandatory Texas Commission on Law Enforcement ("TCOLE") training, while on such leave. While on ABL, the President will retain the privileges and responsibilities of his/her employment and shall be maintained by the Department as a Commissioned Peace Officer in the State and a classified Civil Service Employee of the City of Laredo.

**9.4** The Association shall attempt to conduct all necessary Association business during off duty hours.

**9.5** All requests for Association Business Leave will be made to the Chief or his/her Designee by the LPOA President. Association Business Leave means paid leave for one or more of the activities. Association Business Leave may be used for activities that include the following:

- (A) Attending seminars or workshops by up to four (4) members;

- (B) Attending CLEAT conventions and business meetings by up to six (6) members;
- (C) Appearing before the City Council, Texas Legislature, or U.S. Congress by the Association President or his/her designated representative;
- (D) Handling grievances, arbitrations, and/or other labor relations problems arising under this Agreement by the Association President or his/her designated representative;
- (E) Attending Association meetings by the Association President and his/her Executive Board;
- (F) Attending to any other business of the Association by the President or his/her designated representative subject to the approval of the Chief. Approval by the Chief shall not be unreasonably withheld; and
- (G) Attending CLEAT Executive Board meetings, regional CLEAT meetings and other CLEAT business by an Officer elected to the CLEAT Executive Board.

**9.6** The Association will be responsible for the payment of travel expenses and training fees for activities described under Section 9.4 A through F above.

**9.7** The Chief shall establish a reasonable policy that permits the Association to use the Association business leave days in this agreement.

**9.8** The Association agrees to indemnify, defend, and hold harmless the Employer against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by Employer for purposes of complying with provisions of this Article.

## **ARTICLE 10**

### **PAYROLL DEDUCTION OF DUES AND ASSESSMENTS**

**10.1** The Employer agrees to deduct dues and assessments in an amount certified to be current by the Secretary or Treasurer of the Association from the pay of those officers who individually request, in writing, that such deductions be made. The frequency of such deductions shall be made at the direction of the City Manager or his/her designee, provided that the deductions are made for each officer at least once per month. The total amount of deductions shall be remitted, each month, together with the names of the officers from whom dues have been collected by the Employer and the dues shall be forwarded by direct deposit to the bank account of said Association.

**10.2** Except as provided for in Section 10.3 of this Article, the Employer shall not authorize payroll deduction for membership dues to any other employee organization other than the Association until such time as any other employee organization other than the Association shall become the exclusive bargaining agent selected by a majority of the police officers of the Employer as set forth in §174.102 of the TLGC. Should a question arise as to who is the exclusive bargaining agent for the police officers of the Employer under §174.02, the question shall be resolved as set

forth in §174.104(a) and §174.104(b) of the TLGC.

**10.3** The Employer agrees to deduct dues in an amount certified to be current by the Treasurer of the Combined Law Enforcement Associations of Texas, hereinafter referred to as CLEAT, from the pay of those officers who individually request, in writing, that such deductions be made during the term of this agreement or until such time as any other employee organization other than the Laredo Police Officers Association (the Association) shall become the exclusive bargaining agent as set forth in Section 10.2 above. The frequency of such deductions shall be made at the direction of the City Manager or his/her designee provided that the deductions are made for each officer at least once per month. The total amount of deductions shall be remitted, each month, together with the names of the officers from whom the dues have been collected by the Employer and the dues shall be forwarded to the corporate office of CLEAT.

**10.4** The Association and CLEAT agrees to indemnify, defend, and hold harmless the Employer against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by the Employer for purposes of complying with the provisions of this Article.

## **ARTICLE 11**

### **SENIORITY**

**11.1** Seniority shall be considered only in the determination of rights and priorities as set forth below:

- (A) Promotions, as stated in the Agreement.
- (B) Lay-off and recall.
- (C) When annual vacation is to be granted, with the permission of the Chief, length of time in a rank is to be considered first over seniority.
- (D) When considering shift assignments, days off related to platoon changes in the same job assignment and shift balancing. Disputes arising from this sub-section shall be resolved pursuant to Article 7.2 of this Agreement.
- (E) Seniority shall be lost in the following instances:
  - 1. Resignation;
  - 2. Discharge for cause;
  - 3. Unexcused failure to return to work when recalled from lay-off, as set forth in recall procedure as prescribed by TLGC, Section 143.085.
  - 4. Unexcused failure to return to work after expiration of a formal leave of absence;

5. Retirement;
6. Lay-off for a continuous period of six (6) months, or for the length of the officer's seniority, whichever is greater;
7. Working for another Employer without express approval of the Chief, while on sick leave, funeral leave, injury leave, or leave without pay, in accordance with Article 17 of this agreement; or
8. Any disciplinary suspension over six (6) months, i.e., seniority is not recognized during the period of suspension.

## **ARTICLE 12**

### **PROMOTIONS**

**12.1** All promotions shall be made in accordance with the Agreement. All vacancies occurring in any classification shall be filled by permanent appointment from eligibility lists as set forth under this Agreement.

**12.2** This Article supplants any contrary provisions of sections 143.028(b)-(c), 143.029, 143.032, 143.033, 143.034(a), 143.036(b)-(h) of the TLGC.

#### **12.3 Eligibility for Promotion.**

**(A)** Minimum time period for eligibility

1. A police officer is not eligible for promotion to the rank of investigator unless the police officer has served in the Laredo Police Department in the position of a police officer for at least four (4) years immediately from date sworn-in ("pinned") until the date the promotional examination is posted. (For example, a person sworn-in ("pinned") as an officer with the Laredo Police Department on January 1, 2021 would be first eligible to take the investigators' promotional examination after December 31, 2024).
2. A police officer holding the classified position of Investigator or higher, is not eligible for promotion to the next classified position unless the person has served in the Laredo Police Department in the next lower classified position for at least two (2) years immediately before the date the promotional examination is posted.
3. Except however, an officer returning from a higher appointed position to his/her former classified position shall be eligible for his/her next promotional examination provided that he served in the appointed position and former classified position for a combined total of at least two (2) years.

4. For the purpose of this section, the times referred to in paragraphs 1 and 2 do not include any time awarded by the City or a hearing officer or a court of law.

#### **12.4 Promotional Examination Notice.**

- (A) Before the 90th calendar day before the date a promotional examination is held, the Commission shall post a notice that lists the sources from which the examination questions will be taken.
- (B) Before the 30th calendar day before the date a promotional examination is held, the Commission shall post a notice of the examination in plain view at City Hall. The notice must show the position to be filled or for which the examination is to be held, and the date, time, and place of the examination. The Commission shall also furnish sufficient copies of the notice for posting in the stations or work stations in which the position will be filled.
- (C) For promotional exams, there shall be no more than four (4) sources. The Chief, or his/her designee, may select the sources with the input of the Association through the Labor Relations Committee as appointed in Article 27.

#### **12.5 Eligibility for Promotional Examinations.**

- (A) Each promotional examination is open to each Police Officer who meets the eligibility criteria outlined in Sections 12.1 and 12.2 for the classification for which the examination is to be held.
- (B) If the department has adopted a classification plan that classifies positions on the basis of similarity in duties and responsibilities, each promotional examination is open to each Police Officer who meets the eligibility criteria in Sections 12.1 and 12.2 in the classification for which the examination is to be held.
- (C) If there are insufficient Police Officers in the next lower position to provide an adequate number of persons to take the examination, the Commission shall open the examination to all persons in that position.

#### **12.6 Promotional Examination Procedure.**

- (A) The Commission shall adopt rules governing promotions and shall hold promotional examinations to provide eligibility lists for each classification in the police department. Unless a different procedure is adopted under an alternate promotional system as provided by Section 143.035, TLGC, the examination shall be held substantially as prescribed by this Section.
- (B) Each eligible promotional candidate shall be given an identical examination in the presence of the other eligible promotional candidates.
- (C) The examination questions must test the knowledge of the eligible promotional candidates about information and facts and must be based on:

1. The duties of the position for which the examination is held;
  2. Material that is of reasonably current publication and that has been made reasonably available to each officer of the police department involved in the examination;
  3. Any study course given by the departmental schools of instruction; and
  4. Source materials for promotional exams may not be changed once notice of the exam is posted. The source materials shall not be selected by a person that has a conflict of interest. The source material may not be selected by any officer who is also a candidate for the same test and all testing materials selected must have the approval of the Chief; unless there is a Court or Civil Service Commission Ruling.
- (D) The examination questions must be taken from the sources posted as prescribed by Section 143.029(a) of the TLGC. Police Officers may suggest source materials for the examination.
- (E) The examination questions must be prepared and composed so that the grading of the examination can be promptly completed immediately after the examination is over. [candidate number not name for essay and/or video]
- (F) The Director of the Civil Service Commission is responsible for the preparation and security of each promotional examination. The fairness of the competitive promotional examination is the responsibility of the Commission, the Director, and each municipal employee involved in the preparation or administration of the examination. The questions on a written promotional examination shall be changed each examination to avoid repetitive questions from a prior written examination; however, since the question may be generated from a larger pool of questions randomly selected for the subsequent tests, individual questions may be repeated from previous tests.
- (G) A person commits an offense if the person knowingly or intentionally:
1. Reveals a part of a promotional examination to an unauthorized person; or
  2. Receives from an unauthorized or authorized person a part of a promotional examination for unfair personal gain or advantage.
- (H) An offense under Subsection G above is a misdemeanor punishable by a fine of not less than \$1,000, confinement in the county jail for not more than one (1) year, or both the fine and the confinement.

## **12.7 Promotional Examination Grades.**

- (A) The grading of each promotional examination shall begin when one eligible promotional candidate completes the examination. As the eligible promotional candidates finish the examination, the examinations shall be graded at the examination location and in the presence of any candidate who wants to remain during the grading.
- (B) Unless a different procedure is adopted under an alternate promotional system as provided by Section 143.035, TLGC, each applicant's grade on the written examination is based on a maximum grade of one hundred (100) points and is determined entirely by the correctness of the applicant's answers to the questions. All applicants who receive a grade of at least seventy (70) points (exclusive of seniority points) shall be determined to have passed the examination. If a tie score occurs, the Commission shall determine a method to break the tie.
- (C) Within twenty-four (24) hours after a promotional examination is held, the Commission shall post the individual raw test scores at City Hall and the Main Police Station.

## **12.8 Review and Appeal of Promotional Examination.**

- (A) On request, each eligible promotional candidate from the Police Department is entitled to examine the person's promotional examination and answers, the examination grading, and the source material for the examination. A candidate with a raw score, without seniority points, of sixty-five (65) or higher may appeal, within five (5) business days, to the Commission for review.
- (B) The eligible promotional candidate may not remove the examination or copy a question used in the examination.

## **12.9 Oral Interview.**

- (A) The oral interview board shall consist of three (3) persons.
- (B) Two (2) persons shall be from outside of the Police Department who currently hold a supervisory position in a law enforcement agency operating in a city of at least 200,000 population.
- (C) The other person shall be from within the Police Department who holds the rank of or higher than the candidates that are being examined for. The Chief shall select at least six (6) names and the Association shall select one (1) of those six (6).
- (D) Prior to the interview, the board members will select five situational questions from sixty (60) situations developed by the Chief. The five (5) situations selected for each candidate should permit the panel members to explore and assess each of the following characteristics: interpersonal skills, problem solving, departmental procedures, fairness, and oral/communication skills. Each member will rate each



candidate independently. Panel members must decide whether the responses to a particular situation and the skills displayed are considered "good" (6 points), "acceptable (4 points), "substandard" (2 points), or an "x" for a non-score. The "x" does not count as a rating. Each panel member averages the scores in each characteristic and the total promotional interview score is derived from summing the rating of each rater. The candidate shall receive their oral interview score at the completion of their interview.

- (E) The five (5) situational questions shall be changed each examination cycle to avoid repetitive questions from a prior oral examination and shall be chosen from the remaining questions in the pool.
- (F) The results of the oral interview will be forwarded to the Civil Service Commission within three working business days after the completion of each phase.

**12.10 Commission Posts Final Eligibility List.**

The Commission shall prepare a final eligibility list and post same with the respective ranking of all candidates based on the following maximum scores:

**Investigator Examination**

Written Examination -	A maximum of 100 points
Oral Interview -	A maximum of 30 points
Seniority Points -	One (1) point for each complete year the Officer has served as a classified Officer with the Laredo Police Department immediately before the date of the written promotional examination up to a maximum of 10 points. Seniority points will not be added until the Officer has successfully completed the written examination and oral interview
Maximum Points -	140 points

**Sergeant, Lieutenant or Captain Examination**

Written Examination -	A maximum of 100 points
Oral Examination -	A maximum of 30 points
Seniority Points –	One (1) point for each complete year the Officer has served as a classified Officer with the Laredo Police Department immediately before the date of the written promotional examination up to a maximum of 10 points
	One (1) point for each complete year the Officer has served in their current classification as an Investigator, Sergeant or Lieutenant, as applicable, immediately before the date of the promotional examination, with a maximum of 5 points. Seniority points will not be added until the Officer has

successfully completed the written examination and oral interview

Maximum Points - 145 points

### **12.11 Procedure for Making Promotional Appointments.**

- (A) When a vacancy occurs in a non-entry position that is not appointed by the Chief as provided in Chapter 143 of the TLGC, then the vacancy shall be filled as prescribed by this Section.
- (B) If an eligibility list for the position to be filled exists on the date the vacancy occurs, the Civil Service Commission Director on request by the Chief, shall certify to the Chief the names of the three (3) persons having the highest grades on that eligibility list. The Commission shall certify the names within ten (10) calendar days after the date the Commission is notified of the vacancy. If fewer than three (3) names remain on the eligibility list or if only one (1) or two (2) eligible promotional candidates passed the promotional examination, each name on the list must be submitted to the Chief.
- (C) The Commission shall submit names from an existing eligibility list to the Chief until the vacancy is filled or the list is exhausted.
- (D) If an eligibility list does not exist on the date a vacancy occurs or a new position is created, the Commission shall hold an examination to create a new eligibility list within ninety (90) calendar days after the date the vacancy occurs or a new position is created.
- (E) If an eligibility list exists on the date a vacancy occurs, the Chief shall fill the vacancy by permanent appointment from the eligibility list furnished by the Commission within sixty (60) calendar days after the date the vacancy occurs. If an eligibility list does not exist, the Chief shall fill the vacancy by permanent appointment from an eligibility list that the Commission shall provide within ninety (90) calendar days after the date the vacancy occurs.
- (F) Unless the Chief has a valid reason for not appointing the person, the Chief shall appoint the eligible promotional candidate having the highest grade on the eligibility list. If the Chief has a valid reason for not appointing the eligible promotional candidate having the highest grade, the Chief shall personally discuss the reason with the person being bypassed before appointing another person. The Chief shall also file the reason in writing with the Commission. On application of the bypassed eligible promotional candidate, the reason the Chief did not appoint that person is subject to review by the Commission.
- (G) If a person is bypassed, the person's name is returned to its place on the eligibility list and shall be resubmitted to the Chief if a vacancy occurs. If the Chief refuses three (3) times to appoint a person, files the reasons for the refusals in writing with the Commission, and the Commission does not set aside the refusals, the person's name shall be removed from the eligibility list.

- (H) Each promotional eligibility list remains in existence for one year after the date of final eligibility list as define in 12.11(E) unless exhausted. At the expiration of the one-year period, the eligibility list expires and new examination may be held.

### **12.12 Educational Requirements for Certain Promotions.**

Officers appointed to the rank of Lieutenant shall be required as a condition of maintaining the rank to obtain sixty (60) college credit hours from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Officers appointed to the rank of Captain shall be required as a condition of maintaining the rank to obtain an Associate Degree or ninety (90) college credit hours from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

### **12.13 Return From Military Service.**

Effective with the signing of this Agreement, officers who were serving on active military duty as members of the armed forces and who were eligible promotional candidates according to the rules as set out by USERRA when a Department promotional exam was offered, who did not take the exam, may apply within thirty (30) calendar days after notice by the City (Police Department) of their rights and obligations under this subsection upon their return to the Department from active military duty, to take the next available promotional exam given for that rank for which they are currently eligible. If the Officer's score would have resulted in a promotion if it had been achieved on the exam(s) missed due to active military service, the Officer must be promoted to the next available vacancy in that rank. Seniority in rank and retroactive back pay owed will be established retroactively to the date the Officer would have been promoted based on the score made at the time, as if he or she had not been on active military service. This provision is intended to comply with requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and to supersede the terms of Section 143.032(b) of the TLGC. This Agreement does not prevent the City from taking steps to comply with USERRA under unique or special circumstances.

## ARTICLE 13

### SALARY AND WAGE TABLE

#### 13.1 Salary.

Each member of the bargaining unit shall be entitled to the following additional compensation regardless of rank:

*Effective October 1, 2020, no wage increase.*

*Effective October 1, 2021, a lump sum payment of \$2,200.00.*

*Effective October 1, 2022, an across-the-board two percent (2.0%) wage increase.*

*Effective October 1, 2023, an across-the-board two and a half percent (2.5%) wage increase.*

*Effective October 1, 2024, an across-the-board three percent (3%) wage increase.*

#### 13.2 Wage Table.

		10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
		Rate	Rate	Rate	Rate	Rate	Rate
Police Cadet (*)	Hourly	26.73	26.73	26.73	26.73	26.73	26.73
	Monthly	4,633.20	4,633.20	4,633.20	4,633.20	4,633.20	4,633.20
	Annual	55,598.40	55,598.40	55,598.40	55,598.40	55,598.40	55,598.40
Patrol Officer (**) 0 thru 23 mos.	Hourly	29.75	29.75	29.75	30.35	31.11	32.04
	Monthly	5,156.67	5,156.67	5,156.67	5,260.67	5,392.40	5,553.60
	Annual	61,880.00	61,880.00	61,880.00	63,128.00	64,708.80	66,643.20
Patrol Officer 24 thru 35 mos.	Hourly	32.02	32.02	32.02	32.66	33.48	34.48
	Monthly	5,550.13	5,550.13	5,550.13	5,661.07	5,803.20	5,976.53
	Annual	66,601.60	66,601.60	66,601.60	67,932.80	69,638.40	71,718.40
Patrol Officer 36 thru 59 mos.	Hourly	35.98	35.98	35.98	36.70	37.62	38.75
	Monthly	6,236.53	6,236.53	6,236.53	6,361.33	6,520.80	6,716.67
	Annual	74,838.40	74,838.40	74,838.40	76,336.00	78,249.60	80,600.00
Patrol Officer 60 thru 119 mos.	Hourly	39.07	39.07	39.07	39.85	40.85	42.08
	Monthly	6,772.13	6,772.13	6,772.13	6,907.33	7,080.67	7,293.87
	Annual	81,265.60	81,265.60	81,265.60	82,888.00	84,968.00	87,526.40
Patrol Officer 120 mos. and over	Hourly	40.78	40.78	40.78	41.60	42.64	43.92
	Monthly	7,068.53	7,068.53	7,068.53	7,210.67	7,390.93	7,612.80
	Annual	84,822.40	84,822.40	84,822.40	86,528.00	88,691.20	91,353.60
Investigator All	Hourly	42.77	42.77	42.77	43.63	44.72	46.06
	Monthly	7,413.47	7,413.47	7,413.47	7,562.53	7,751.47	7,983.73
	Annual	88,961.60	88,961.60	88,961.60	90,750.40	93,017.60	95,804.80
Sergeant 0-59 mos.	Hourly	44.73	44.73	44.73	45.62	46.76	48.16
	Monthly	7,753.20	7,753.20	7,753.20	7,907.47	8,105.07	8,347.73
	Annual	93,038.40	93,038.40	93,038.40	94,889.60	97,260.80	100,172.80
Sergeant 60 mos. and Over	Hourly	46.09	46.09	46.09	47.01	48.19	49.64
	Monthly	7,988.93	7,988.93	7,988.93	8,148.40	8,352.93	8,604.27
	Annual	95,867.20	95,867.20	95,867.20	97,780.80	100,235.20	103,251.20
Lieutenant All	Hourly	51.02	51.02	51.02	52.04	53.34	54.94
	Monthly	8,843.47	8,843.47	8,843.47	9,020.27	9,245.60	9,522.93
	Annual	106,121.60	106,121.60	106,121.60	108,243.20	110,947.20	114,275.20
Captain All	Hourly	56.59	56.59	56.59	57.72	59.16	60.93
	Monthly	9,808.93	9,808.93	9,808.93	10,004.80	10,254.40	10,561.20
	Annual	117,707.20	117,707.20	117,707.20	120,057.60	123,052.80	126,734.40
Deputy Police Chief (***) All	Hourly	69.25	69.25	69.25	70.64	72.41	74.58
	Monthly	12,003.33	12,003.33	12,003.33	12,244.27	12,551.07	12,927.20
	Annual	144,040.00	144,040.00	144,040.00	146,931.20	150,612.80	155,126.40
Assistant Police Chief (***) All	Hourly	76.17	76.17	76.17	77.69	79.63	82.02
	Monthly	13,202.80	13,202.80	13,202.80	13,466.27	13,802.53	14,216.80
	Annual	158,433.60	158,433.60	158,433.60	161,595.20	165,630.40	170,601.60

(\*) Police Cadets are included within the wage table for demonstrative purposes only, and are not entitled to receive the additional compensation or wage increases provided for in Section 13.1 above. The hourly base rate of pay for Police Cadets is set by the City and shall remain subject to change at any time in the City's sole discretion.

(\*\*) Patrol Officers in step I must complete 23 months from date of pinning to move on to Patrol Officer step II.

(\*\*\*) Deputy Police Chiefs and Assistant Police Chiefs shall be entitled to the additional compensation and wage increases provided for in Section 13.1 above. This notwithstanding, the hourly base rate of pay for Deputy Police Chiefs and Assistant Police Chiefs is set by the City and shall remain subject to change at any time in the City's sole discretion.

## ARTICLE 14

### EDUCATION, INCENTIVE, LONGEVITY PAY AND FTO PAY

**14.1** Officers who hold or qualify for certification, education, and other incentive pay shall receive the monthly amount shown in the following Pay Tables:

#### TCOLE CERTIFICATION PAY

	Effective October 1, 2021
Intermediate Certificate	175.00
Advanced Certificate	225.00
Master's Certificate	300.00

#### TCOLE SPECIAL SKILLS PAY

	Instructor License/Certificate	Intoxilyzer License/Certificate	Fingerprint Certificate	Advanced Latent Print
Patrol Grade 1-5 & Investigator	29.00	18.40	18.40	29.00
Lieutenant & Sergeant	35.11	21.07	21.07	35.11
Captain	39.10	23.46	23.46	39.10
Deputy Chief	41.96	25.17	25.17	41.96
Assistant Chief	44.45	26.67	26.67	44.45

#### EDUCATION PAY

	Effective October 1, 2021
Associate of Arts	120.00
Bachelor's Degree	250.00
Master's Degree	300.00

\*NOTE: Officers will only be paid for one (1) degree or certificate in each set of categories; whichever commands the highest rate. In order for officers to draw the pay delineated in the Assignment Pay Table, they must be actively assigned to such duty. It is the responsibility of the Officer to notify the Human Resources Department of a qualifying certificate, license or degree.

Educational Incentive Pay shall be provided to officers who qualify for such payment by furnishing documented proof of an Associate, Bachelor, or Master Degree to the Chief. Officers who hold an Associate, Bachelor, or Master Degree shall receive "Educational Incentive Pay. All college hours must be from an Accredited College or University. For purposes of this Agreement, an institution of higher education must be accredited by a state education department or by the Southern Association of Colleges and Schools or the Council for Higher Education Accreditation ("CHEA") and/or United States Department of Education ("USDE"). In cases where the validity of a college or university accreditation is raised, outside of this definition, the Chief, at his/her discretion, may accept or reject the question on any university's accreditation.

#### **14.2 Longevity Pay.**

In addition to all monies paid for services rendered, the Employer agrees to pay each officer covered by this Agreement the sum of Five Dollars (\$5.00) per month longevity pay for each year of service in the department up to and including twenty-five (25) years of service.

#### **14.3 Field Training Officer ("FTO") Pay.**

TCOLE-certified Field Training Officers ("FTO") shall be paid an incentive pay of one-and-one half hours (1-1/2) at his/her regular rate of pay for each shift that he is assigned a trainee by the Field Training Coordinator. These one-and-one half (1-1/2) hours shall be approved by the Field Training Coordinator. These one-and-one half (1-1/2) hours are approved for completion of FTO forms and testing. TCOLE-certified FTO officers assigned to a compressed workweek shall be paid an incentive pay for one-and-eighty-eight (1.88) hours at his/her regular rate of pay for each

shift that he/she is assigned a trainee by the Field Training Coordinator. Only actively assigned officers qualify for FTO pay.

#### **14.4 Emergency Response Team Pay.**

The Employer shall pay all ranks assigned to the Emergency Response Team a monthly rate of Eighty Dollars (\$80.00). The Emergency Response Team will be comprised of the members of the bomb squad, SWAT team and hostage negotiator. Only actively assigned officers qualify for Emergency Response Team pay.

#### **14.5 Canine Service Pay.**

1. Canine handler is a duty assignment made by the Chief and a single handler will be responsible for the care of a single canine with the exception of a canine unit supervisor

having to care for more than one (1) canine when a handler is unable to provide routine care for his/her assigned canine due to extenuating circumstances. A canine handler is required to train, maintain skills and perform duties to include complete and twenty four (24) hour care of a service canine, not required of regular patrol officer. The City shall provide the canine handler for all support of the police canine.

2. All officers who are charged with the responsibility for and who are assigned duties for the care of a service canine to be used in law enforcement functions shall be compensated for an amount which is equivalent to two (2) hours of pay each week. The rate of pay will be at an overtime rate, as outlined in Section 15.2. Also, a canine handler shall be permitted to properly service (i.e. feed, groom, exercise, train, equip, medicate, etc.) an assigned canine for a minimum of one (1) hour per day while on duty.
3. A canine handler on any paid leave shall be compensated at the rate of one (1) hour of pay for each day of leave and will continue to receive the two (2) hours weekly pay as outlined in 15.2 or, may elect to have the canine housed in a kennel at the city's expense. For ten (10) or less consecutive days of leave, it shall be the canine handler's choice whether to receive pay or have the canine housed at a kennel at the city's expense. For leave of more than ten (10) consecutive days, it shall be the Chief's decision whether to continue the canine service pay or have the canine housed at a kennel at the City's expense.
4. If a canine handler is unable to or did not care for a service canine for an extended period (more than four consecutive days), the canine handler will not be entitled to receive the amount specified in paragraph 15.7(2) for that week.
5. The parties agree that an accurate computation of hours of work and caring for a police canine is difficult or impossible to determine and therefore the parties agree that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances.
6. When a police canine is retired (taken out of service by the City), the Chief shall award the police canine to the current canine handler, if the officer so desires. The City shall have no further obligation for the care and support of the police canine.

## **ARTICLE 15**

### **OVERTIME AND OTHER HOURLY PAY**

**15.1** The hourly rate of pay shall be officer's annual salary divided by 2080 hours.

**15.2 Overtime Pay.**

All work performed by Bargaining Unit personnel in excess of eight (8) hours in one (1) day or forty (40) hours in any work week shall be deemed overtime, and shall be compensated on the basis of one and one half (1-1/2), the officer's regular rate of pay or on the basis of compensatory time, as is now the practice. However, overtime shall not be paid unless the officer has earned at least eighty (80) hours in the same pay period of paid time. Hours worked,

which would otherwise be overtime shall be paid as straight time until the officer accumulates eighty (80) hours of paid time in a pay period (14 calendar days cycle). Paid time includes authorized leave with pay.

When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no event shall overtime or premium compensation be pyramided.

For the East and West Sector Law Enforcement Officers or other officers assigned to a compressed workweek, overtime pay shall consist of work performed in excess of ten (10) hours in one (1) day. Hours worked, which would otherwise be overtime shall be paid as straight time until the officer accumulates eighty (80) hours of paid time in a pay period (14 calendar days cycle). Paid time includes authorized leave with pay.

### **15.3 Call-Back Pay.**

All Bargaining Unit personnel covered by the terms of this Agreement who are called back to work from off-duty by the Chief or his/her designee shall be paid at least three (3) hours minimum pay or actual time worked (whichever is greater) at one and one half (1-1/2) times the base rate of pay, if applicable, as outlined in Section 15.2. Call-back pay will be paid only once during any four (4) hour period of time.

### **15.4 Stand-By Pay.**

When an officer is off-duty and is officially designated and ordered by the Chief or his/her appointed designee to stand-by duty for court, the officer shall receive one half (1/2) of the regular rate of pay. In all other situations, the officer shall receive overtime pay.

### **15.5 Court Time.**

- (A) Any off-duty officer who attends as a witness in any matters related to the performance of his/her assigned duties in either a criminal matter or in a civil matter in any case pending in the District Court, Juvenile Court, or in any County Court, Municipal Court, or before any grand jury proceedings or in conference with the District Attorney or Assistant District Attorney, or in pre-trial conference or any other related hearings, or at any proceedings by any city, county, state, or the federal government or any subdivisions or agencies thereof, shall be entitled to compensation, if applicable" as outlined in Section 15.2, for a minimum of three (3) hours or actual time served.
- (B) On any occasion when an officer is scheduled to work a shift beginning at 7:00 p.m. or later, and he/she is in court the same day, then the officer may, with the permission of his/her shift supervisor notify the Department that he/she is waiving overtime pay, and the time such officer shall have spent in court will be credited to the time otherwise scheduled for the officer to work on that night shift. Conversely, such officer may choose to accept the court pay and work the full scheduled shift. If an officer is in court in the same case for six (6) or more consecutive hours each day, his/her working hours, beginning on the second



day, shall be those hours during which he/she is attending court. On the day which he/she is released from court, if he/she has been in court three (3) or less hours, he/she must return to his/her regular shift. If the day which he is released from court, if he/she has been in court three (3) to five (5) hours he/she may elect to return to his/her regular shift and receive court pay for that day.

- (C) In Civil Service Commission hearings, and in court appearances involving civil service matters, the affected officer and/or the Association shall work in a spirit of cooperation to minimize the number of officers to be subpoenaed. The Association agrees to have the Civil Service Commission/Arbitrator place police officers on an on-call basis when subpoenaed to a hearing.

### **15.6 Evening and Night Shift Differential Pay.**

Bargaining unit personnel assigned to the evening and night shifts will receive the following additional hourly pay:

- (A) The "Evening Shift" is shift started no earlier than 2:00 p.m. An additional sixty-five cents (\$.65) per hour shall be paid to bargaining unit personnel working any increment of the Evening Shift.
- (B) The "Night Shift" is shift started no earlier than 9:00 p.m. An additional ninety cents (\$.90) per hour shall be paid to bargaining unit personnel working any increment of the Night Shift.

### **15.7 Compressed Work Week Evening and Night Shift Differential Pay.**

Officers assigned to the compressed work week evening and night shifts will receive the following additional hourly pay:

- (A) Officers working the 6:00 a.m. to 4:00 p.m. shift shall receive no differential pay.
- (B) Officers working the entire "Evening Shift" from 2:00 p.m. to 12:00 a.m. will receive differential pay of sixty-five cents (\$.65) per hour and will not receive night shift differential pay.
- (C) Officers working the entire "Night Shift" from 9:00 p.m. to 7:00 a.m. will receive differential pay of an additional ninety cents (\$.90) per hour.

### **15.8 Preemption.**

Article 15 supplants any contrary provisions of section 143.047 of the TLGC.

## ARTICLE 16

### UNIFORMS

**161** All Cadets/Officers shall receive the uniforms and related equipment listed below at no cost to the Cadets/Officers: The Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the officer, subject to Section 2 below:

Cap (1 ea.)	Handcuff, w/case (OTI)	Tie (2 ea.)
Shirts (total of 7 any combination of short or long sleeve)	Baton w/holder (OTI)	Badges (OTI)
Pants (5 ea.)	Capsicum Spray, w/case (OTI)	Name Plates (OTI)
Sam Browne Leather (OTI)	Raincoat (OTI)	Flashlight w/batteries (OTI)
Jacket (OTI)	Under Belt (OTI)	
Pouch for Rubber Gloves (OTI)	Holster (OTI)	Pen, Notebook & Clipboards (OTI)
Arm Sleeve (OTI)		

**NOTE:**

- 1.** One Time Issue (OTI)
- 2.** The Employer will not unreasonably withhold replacement of said items

**162** Uniform and equipment replacement for officers will be on a one-for-one basis with the damaged item or a statement of loss being presented before the item is replaced for the officer. Under the aforementioned conditions, the Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the officer. The Employer may consider the replacement of uniforms for other situations not covered by this Section on a case- by-case basis. The Employer will not unreasonably withhold replacement of said items.

**163** The Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the officer (exclusive of normal "wear and tear") that are listed below; the Employer will not unreasonably withhold replacement of said items:

- (A)** Footwear: 80% of cost not to exceed \$100.00
- (B)** Wristwatches: 80% of cost not to exceed \$75.00
- (C)** Prescription eyeglasses/contact lens (80% of cost not to exceed \$200.00)
- (D)** Winter gloves: 80% of cost not to exceed \$30.00

**164** The Employer shall provide uniform officers with laundry service.

**165 Clothing Allowance.**

Any officer required to be in plainclothes for ninety (90) calendar days or more, will receive a clothing allowance beginning on the 91<sup>st</sup> calendar day of assignment. The eligible officer will receive Three Hundred Seventy-Five Dollars (\$375.00) gross per quarter for a total annual gross clothing allowance of One Thousand Five-Hundred Dollars (\$1,500.00). Quarterly clothing allowance disbursements will be paid with the regular payroll checks. Clothing allowance will only be paid to officers whose assignment is consistent with their job description and who are directed by the Chief or his/her designee to be in plainclothes for ninety (90) calendar days or more. Clothing allowance will not be paid for officers on administrative duty, alternate duty and modified duty unless otherwise designated by the Chief. Clothing purchased with the clothing allowance shall be of such a standard that it will promote the professional image of the Laredo Police Department. The Employer may replace or repair items lost, stolen, or damaged in the line of duty not due to the negligence of the officer. The Employer will not unreasonably withhold replacement of said items. The Employer shall provide plainclothes officers with laundry service. This laundry service will be for five (5) shirts/blouses and five (5) pants and it will be on a bi-weekly basis. The Employer will provide laundry service in accordance to City of Laredo's procurement policy and procedure. This service will become effective on the date that this Agreement is executed.

**ARTICLE 17**

**LEAVE**

**17.1 Annual Leave.**

(A) Annual leave shall be earned as indicated below:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS PER YEAR
0 thru end of 12 <sup>th</sup> month	3.08	80.08 hours
1 <sup>st</sup> thru end of 13 <sup>th</sup> year	4.62	120.12 hours
14 <sup>th</sup> thru end of 16 <sup>th</sup> year	4.93	128.18 hours
17 <sup>th</sup> thru end of 19 <sup>th</sup> year	5.24	136.24 hours
20 <sup>th</sup> thru end of 22 <sup>nd</sup> year	5.54	144.04 hours
23 <sup>rd</sup> thru end of 25 <sup>th</sup> year	5.85	152.10 hours
Over 26 years	6.16	160.16 hours

(B) Officers of the department shall start to earn annual leave as of their first day of employment. However, annual leave may not be taken until after the first anniversary date of employment.

(C) In computing the length of time during which an officer may be absent from work for annual leave, only those calendar days which the officer would be required to work if he or she were not on annual leave shall be counted as annual

leave days.

- (D) The vacation list for the following year shall be posted not less than thirty (30) calendar days prior to the officer's assigned vacation period.
- (E) The maximum amount of annual leave that an officer may carryover from one fiscal year to the next is four hundred eighty (480) hours. Any annual leave over the four hundred eighty (480) hours maximum shall be forfeited. Maximum payable upon separation of service is four hundred eighty (480).
- (F) No officer shall be eligible for annual leave as provided herein unless he has worked one thousand and forty (1,040) hours in the preceding three hundred and sixty-five (365) day period. Officers who have not worked one thousand and forty (1,040) hours in the preceding three hundred and sixty-five (365) day period may make a special request (subject to supervisory approval) of up to three (3) shifts of annual leave. If the officer is on injury leave for a duty related injury or illness and has not worked the required one thousand and forty (1,040) hours in the preceding three hundred and sixty-five (365) day period, the officer will be allowed to rollover any vacation leave hours in excess of four hundred eighty (480).
- (G) Any officer who is separated from the service by reason of resignation, death, retirement or discharge shall be compensated for all accumulated unused vacation time at the regular rate of pay at the time of separation.

## **17.2 Sick Leave.**

- (A) Each officer shall accumulate 110.4 hours per year of sick leave, or 4.24 hours per pay period. Each officer shall accumulate seventy-eight (78) hours per year, or 3.00 hours per pay period, during their twelve (12) month probationary period. Thereafter, each officer shall accumulate one hundred and ten (110) hours per year or 4.24 hours per pay period.
- (B) Each officer shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed.
- (C) Any officer incurring a non-duty sickness or disability in a pay status shall continue to accrue and accumulate sick leave.
  1. However, any sick leave day taken on a holiday as listed in 18.1 of Article 18, shall require a written medical excuse from a doctor.
  2. Officers who report sick for more than three (3) consecutive shifts will be required to bring a doctor's medical excuse using the approved Laredo Police Department form which must specify the exact dates for which the medical excuse applies.

(D) The Employer shall provide injury leave with full pay for periods of time commensurate with the nature of injuries received while in line of duty up to one (1) year. At the expiration of one year, the City Council or governing body may extend such injury leave, at full or reduced pay.

(E) Sick leave for officer's hired prior to October 1, 2007, not actually used may be accumulated and paid to police officers at his/her regular rate of pay upon retirement or death without a limitation. However, any officer hired on or after October 1, 2007, will be paid at his/her regular rate of pay all accumulated sick leave upon retirement or death up to a maximum of one thousand four hundred forty (1,440) hours.

In the event that a police officer for any other reason leaves the classified service, he shall receive, in a lump sum payment, the full amount of his/her salary at his/her regular rate of pay for his/her accumulated sick leave, provided that such payment does not exceed a maximum of seven hundred and twenty (720) hours of accrued sick leave.

(F) Upon retirement under the TMRS retirement system, each retiring officer shall receive from the City eight (8) additional hours of sick leave for each full year of service. This also applies to an officer who dies while employed by the City. Such additional days will be referred to as accrued sick leave and shall be paid in addition to accumulated sick leave. The accrued sick leave described in this subsection (E) is in addition to the accumulated sick leave described in this subsection (F).

### **17.3 Serious Illness Leave.**

(A) The City shall provide Serious Illness Leave as outlined in Exhibit A.

(B) The following requirements determine when Serious Illness Leave may be taken:

1. Officers on probationary status with the Laredo Police Department will be ineligible to participate in the Serious Illness Leave. Non-Probationary Officers with less than four (4) years of service after being sworn in as a police officer with the Laredo Police Department may use up to seven hundred and twenty (720) hours of Serious Illness Leave after forty (40) hours non-job-related illness or injury. The first forty (40) hours shall be charged to the officer's accumulated sick leave, or if personal sick leave has been exhausted, then to other leave time.

2. All other officers may use Serious Illness Leave after forty (40) hours of continuous non-job-related illness or injury. Provided, however, in addition, before being entitled to use hours, such officer must first use all his/her accumulated personal sick leave in excess of one thousand and eighty (1080) hours.

3. No officer shall be permitted to use more than one thousand four hundred and forty (1,440) Serious Illness Leave hours for a single illness or injury.
4. Serious Illness Leave may not be used for injuries or illnesses sustained in the line of duty.
5. Serious Illness Leave shall be solely for the benefit of officers with a non-job-related injury or illness or disability which incapacitates (including but not limited to confining the officer to his/her residence or medical facility). Serious Illness Leave hours shall not revert to the accumulated sick leave of individual officers. An officer qualifies for Serious Illness Leave for conditions such as:
  - a) cancer;
  - b) heart attack or stroke;
  - c) a non-work accident that incapacitates the officer (including but not limited to confining the officer to his/her residence);
  - d) surgery which is followed by a period of recovery requiring the officer to remain bed-ridden; and
  - e) other conditions will be considered and evaluated on an individual basis in accordance with applicable City personnel policies.
6. Pregnancy is not usually considered a serious illness. However, when the attending physician certifies that the patient must remain in bed or lose the baby and/or endanger the mother's health, the condition may qualify for Serious Illness Leave. Provided the officer is eligible time-wise, up to four hundred and eighty (480) hours may be approved from Serious Illness Leave for those officers who have been diagnosed by the doctor as requiring absolute bed rest. The City agrees that their maternity policy, including but not limited to use of Serious Illness Leave, shall include the following:
  - i. During a pregnancy, an officer may be able to continue to work in her usual, full-time duty assignment per verification of her physician's written orders. NOTE: For clarification of any physical job restrictions. A Physical Job Description Form shall be provided to the police officer in order to clarify restrictions by the physician. This form shall be signed by the physician and turned in by the police officer to the proper division in a timely manner in order to facilitate and expedite her current work duty assignments.
  - ii. The number and type of modified duty positions shall be available on a limited basis to duty in the following positions and only when work in those positions is needed due to vacancies or temporary absence of regular assigned personnel: expedited cases in units that utilize such assignments, call-takers in communications, records, and various clerical positions. The officer must possess the skills necessary to perform such duties in order to be assigned to each specific duty. Maternity duty will not include work that involves the likelihood of encountering toxic chemicals,

such as raids on clandestine drug labs or intensive traffic enforcement, or work that involves a high likelihood of suffering trauma.

- iii. Absent specific medical considerations, officers working maternity duty shall continue in a full-time working status.
  - iv. Officers on maternity duty shall not be assigned to the front lobby.
  - v. In reference to leave after childbirth, the City will follow the Official Disability Guidelines in reference to vaginal and c-section deliveries.
7. Treatment for alcoholism or drug related problems are not normally considered eligible for Serious Illness Leave. However, in a case where the officer is being treated for the first time for an alcohol or drug-related problem and is certified by a physician as requiring confinement in order to be treated and cured, use of Serious Illness Leave may be approved. Provided the officer is eligible time- wise, up to two hundred and forty (240) hours may be charged against Serious Illness Leave in such a case. Need for repeated treatments to cure alcoholism or drug-related problems will not be considered as being eligible for Serious Illness Leave.

#### **17.4 Funeral Leave.**

- (A) In the event of death in the immediate family of an officer covered by this agreement, the officer shall be granted up to three (3) consecutive shifts off with pay, excluding days off. For the purposes of this Section 17.4 "Immediate family" is defined as the spouse and children of the officer, and the officer's or spouse's father, mother, brother, sister, grandparent, grandchild or legal guardian, and the Officer's step children, step father, step mother, step brother, step sister, and step grandparents.
- (B) In the event that an active duty Police Officer dies or is killed in the line of duty, the Chief shall appoint, on an additional duty basis, a Police Officer to serve as a Family Assistance Officer. When acting in this capacity the Family Assistance Officer will assist the immediate family of the deceased Police Officer in accordance with the directions of the Chief.

#### **17.5 Leave Without Pay.**

Each officer covered by the terms of this agreement may be allowed a leave of absence for just cause and without pay up to seven hundred and twenty (720) hours with written permission of the Chief or up to six (6) calendar months upon approval of the City Manager.

#### **17.6 Leave Without Pay for Elective Public Office.**

An officer who announces for any elective public office shall immediately take a leave of absence in conformance with applicable state law and City Charter requirements.

### **17.7 Sick Leave Buy-Back.**

- (A) The City may elect to purchase at base pay rate, unused sick leave hours from officers who have accumulated at least four hundred eighty (480) hours of sick leave prior to October 1<sup>st</sup> of a fiscal year at the rate of 1:1. In other words, the buy- back rate will be paid eight (8) hours of sick leave for every eight (8) hours of sick leave up to sixty-four (64) paid hours per fiscal year. Officers have no obligation to sell unused sick leave to the City. Officers who elect to sell unused sick leave shall receive payment from the City, no later than the first day of December of each year.

While the City has discretion to purchase unused sick leave under this provision, it agrees that so long as it purchases sick leave from any employee of the City, then the City is obligated to purchase unused sick leave under this provision.

- (B) If an officer elects to deposit the entire (100%) of his/her sick leave sold to the City into a deferred compensation plan, the City may buy eight (8) hours of unused sick leave in exchange for eight (8) hours paid up to ninety-six (96) paid hours per fiscal year from such officer. Employer shall use the established policy by which it may purchase unused sick leave at the base rate from officers who elect to do so and who have accumulated at least four hundred eighty (480) hours of sick leave prior to October 1<sup>st</sup> of each fiscal year. Only those officers who participate in a deferred compensation plan which has been approved by the City shall be eligible to deposit their sick leave sold to the City.

### **17.8 Military Leave.**

An Officer that is required to take military leave shall be entitled to one hundred and twenty (120) hours of leave with pay or any additional leave that may be granted to City employees by ordinance.

### **17.9 Leave Donation.**

- (A) The City hereby gives an officer the authority to donate day(s) of his/her unused accrued sick leave, accrued annual (vacation) leave, and/or accrued compensatory time and transfer said leave to another officer who has exhausted his/her accrued annual sick leave or compensatory time and is unable to return to work under conditions specified in subsection (B).
- (B) It is agreed by the parties that the purpose of this section is to provide additional leave days to an officer in the event of a serious illness or injury as certified by a licensed physician, that necessitates required convalescence and/or treatment for an illness, off the job injury, surgery, impairment, or physical/mental conditions where the officer is incapacitated for more than five (5) business days and is unable to perform all of the physical job requirements needed to perform the duties of a full time officer.
- (C) The donating officer who elects to donate unused accrued annual leave, sick leave, or compensatory time to another officer, recognizes and agrees that the



donated leave days shall be deducted from his/her accrued leave/compensatory time account and shall not be refunded. Donations shall be in increments of no less than one day and total leave donations to any one officer shall be no less than the amount of days needed to cover the eligible officer's absence for one pay period at a time. The Chief will review the officer's need to receive leave donations every six (6) months and will evaluate the need to continue the leave.

- (D) The Association represents and agrees that it has the authority, as the duly recognized bargaining agent, to bind individual bargaining unit personnel to the terms of this section. It further agrees to indemnify and otherwise hold the City harmless from any administrative, judicial, or contractual complaints that may be raised by individual officers in connection with this provision.

**ARTICLE 18**

**HOLIDAYS**

**18.1** The recognized and observed holidays under this agreement shall be the following:

- (1) Founder's Day (Second Monday in October)
- (2) Veteran's Day
- (3) Thanksgiving Day
- (4) Friday after Thanksgiving
- (5) Christmas Eve
- (6) Christmas Day
- (7) New Year's Eve
- (8) New Year's Day
- (9) Martin Luther King, Jr.
- (10) Presidents Day
- (11) Friday Before Easter Sunday
- (12) Easter Monday
- (13) Memorial Day (Last Monday in May)
- (14) Independence Day
- (15) Labor Day (First Monday in September)
- (16) Two Personal Holidays (Date subjected to departmental director approval)

**18.2** Bargaining unit personnel who works on a holiday in his/her regular tour of duty shall be paid his/her regular rate of pay. Bargaining unit personnel working on the following specified days will receive 1-1/2 times regular rate of pay for the night, morning, and afternoon shifts: Thanksgiving Day, Christmas Day and New Year's Day, as set out in the table below.

Holiday	Night	Morning	Afternoon
Thanksgiving	Eve of Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Christmas	24 <sup>th</sup> day of December	December 25 <sup>th</sup>	December 25 <sup>th</sup>
New Year's	31 <sup>st</sup> day of December	January 1 <sup>st</sup>	January 1 <sup>st</sup>

**18.3** Bargaining unit personnel who is required to work on a holiday not in his/her regular tour of duty shall be paid a premium rate of time and one-half of his/her regular rate of pay.

**18.4** One (1) day with pay shall be allowed for each holiday not taken, added on to the following year's vacation time. For officers assigned to a compressed work, holiday pay shall consist of ten (10) hours, rather than eight (8) hours.

**18.5** In addition to those holidays granted in this article, the City agrees that bargaining unit personnel shall also receive any additional holidays granted to any other City employees, by City Ordinance. However, bargaining unit personnel shall receive the same number of holidays as other city employees.

**18.6** Article 18 supplants any contrary provisions of section 142.0013 of the TLGC.

## **ARTICLE 19**

### **INSURANCE**

**19.1** At a minimum the Employer shall provide Thirty-Five Thousand (\$35,000) level term life insurance protection and Seventy Thousand (\$70,000) double indemnity for all bargaining unit personnel.

**19.2** The Employer shall not reduce during the term of this agreement liability insurance as is presently afforded bargaining unit personnel.

**19.3** The Employer furnish a medical benefit plan without charge to each officer, as is currently provided to City employees. In addition, the Employer will pay fifty percent (50%) of the monthly contribution for the officer's dependents on said medical benefit plan. Dependents shall be defined and limited to the officer's spouse, his/her children, and any children legally adopted by the officer or his/her spouse.

#### **19.4 Monthly Contribution for Benefits.**

The Employer will provide a monthly benefit of Thirty-Six Dollars (\$36.00) to the Association or its designee for all eligible bargaining unit personnel for the purchase of dental or vision benefits. The Association shall provide an annual report in September of each year illustrating the payment and disbursement of the City's contribution.

**19.5** The City of Laredo will pay one hundred percent (100%) of the officer only premium costs for personal accident insurance coverage of \$70,000.00.

## ARTICLE 20

### PENSION AND RETIREMENT PLAN

#### **20.1 Pensions.**

Bargaining unit personnel shall be granted retirement coverage by the Employer. Such coverage shall be extended through the Texas Municipal Retirement System (“TMRS”) and/or its successor and shall include the full salary of each officer. Bargaining unit personnel shall deposit seven (7%) percent of his/her salary toward the retirement system and the Employer shall match the officer’s deposit at the rate of two (2) to one (1). If the Employer adopts a change in the retirement plan that entails a larger Employer contribution, such change will immediately apply to bargaining unit personnel at the same time and rate as it applies to other City employees.

The Employer shall provide for five (5) years vesting in order to be eligible for Texas Municipal Retirement System (TMRS) retirement. An officer may retire at age sixty (60) with five (5) years of service or Twenty (20) years or more of service at any age in accordance with Texas Government Code Section 854.205(a)(b) (The Texas Municipal Public Retirement Act).

#### **20.2 Supplemental Death and Disability Benefits.**

The Employer shall provide Supplemental Death Benefits Program in accordance with Texas Government Code Section 855.502 (a) through (e).

The Employer shall provide Supplemental Disability Benefits Fund in accordance with Texas Government Code Section 852.003 (a)(b).

#### **20.3 Health Benefits.**

The Employer shall provide a health benefits plan with a life insurance policy of \$2,000.00 to every officer who retires during the duration of this agreement under the pension plan. Qualifying Dependent(s) of officers who retire pursuant to the provisions of TMRS who were previously participating dependents in the City's Health Benefits Plan shall be eligible to continue participation at monthly contribution rates as set forth in the Health Benefit Plan subject to periodic changes in rates as required; however, only eligible retiree dependents shall be covered by the Police Retiree Dependent Fund. The spouse's rights shall continue after the retiree's death. The spouse’s rights shall be terminated upon divorce and/or remarriage. Dependent coverage shall be defined in accordance with the City's Health Plan.

- (A) **HEALTH BENEFITS PLAN RETIREES.** The City shall provide without charge to each retiree, health benefit coverage as is currently provided to city employees until the retiree reaches age 65 and qualifies for Medicare (Parts A & B). After the retiree reaches age 65 and qualifies for Medicare (Parts A & B), the City will provide, without charge, coverage that is supplemental to Medicare.

- (B) **HEALTH BENEFITS PLAN-DEPENDENTS:** The City shall offer retiree dependent health benefit coverage to each current retiree's dependent(s) as is currently provided to City employees until the retiree's dependent (spouse only) reaches age sixty-five (65) and qualifies for Medicare (Parts A & B). After the retiree's dependent (spouse only) reaches age sixty-five (65) and qualifies for Medicare (Parts A & B), the City will provide coverage that is supplemental to Medicare. Any retiree who retires from and after October 1, 2008 can only be eligible to receive dependent coverage if he or she has served for a minimum twenty (20) years of service in the Laredo Police Department and has contributed into the fund. In the event of divorce while the retiree's ex-spouse rights under this Article terminates, the ex-spouse may continue coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 as amended, at their own expense separate and apart from the provisions as outlined in 20.5(D). In the event the ex-spouse exercises their rights under COBRA the entire contribution shall be the sole responsibility of the ex-spouse and not the fund's or Association's.

**ELIGIBLE RETIREES.** The terms "retiree," "retirees" and "eligible retiree" as used in this Article mean any bargaining unit personnel who retires from the Laredo Police Department and who is then qualified for service or disability retirement under the Texas Municipal Retirement System; however, only eligible retiree dependents shall be covered by the Police Retiree Dependent Fund.

- (C) The City shall provide retiree dependent health benefit coverage to each retiree's dependent(s) as is currently provided to City employees. However, the DEPENDENT benefit coverage deductible shall be a minimum of \$500.00 per year for retirees who retire on or after October 1, 2008.

#### **20.4 Police Retiree Dependent Fund (“the Fund”).**

(A) **Eligibility**

Bargaining unit personnel eligible to receive a benefit from the Police Retiree Dependent Fund are limited to: (1) officers who retired before October 1, 2007; or (2) officers who retired on or after October 1, 2008, who served as a Laredo police officer for twenty (20) years or more. "Years of Service" means one year of service is defined as the year beginning on the date of hire and ending on the day before each subsequent anniversary year.

(B) **Funding for the Police Retiree Dependent Fund**

Effective October 1, 2021, the Association agrees to have the City deduct a total of fifty dollars (\$50.00) per pay period per officer to be paid into the Police Retiree Dependent Fund towards the overall cost of health benefits contributions for eligible police retiree dependents.

These deductions will be accounted for in the Police Retiree Dependent Fund as outlined in Section 20.5.

## **20.5 Fund Accounting.**

The City will account to the Association for the activity under the Police Retiree Dependent Fund (“the Fund”). The City will be responsible for providing quarterly financial reports to the Association. City staff will meet on request of the Association, from time to time, to discuss the status of the fund. However, the Association is only responsible for implementing changes to the contributions to the fund from officers. For the purpose of this Article the City is not obligated to provide any funding or any other consideration to the above-mentioned Article. The retired employee or his/her spouse retains responsibility for paying the contributions for the dependent coverage should the Police Retiree Dependent Fund not meet the contributions for any reason. In the event the eligible retired officer or his/her qualifying dependents do not pay the contributions, the retired officer’s qualifying dependents will lose coverage.

## **ARTICLE 21**

### **WEARING UNIFORMS FOR OFF-DUTY WORK**

**21.1** The Employer's policies will not prohibit off-duty personnel from wearing the police uniform, in compliance with Departmental rules for the wearing of uniforms, on the following premises:

- 1.** Financial Institutions.
- 2.** Retail Stores.
- 3.** Shopping Malls or Center.
- 4.** Warehouses.
- 5.** Public Functions.
- 6.** Private Functions.
- 7.** Dances (Prohibited if it is not on public property and alcohol beverages are sold.)
- 8.** Traffic control (such as construction sites, or any other places where traffic control direction is necessary.)
- 9.** Restaurants (where sale of alcoholic beverages is less than 50% of gross receipts).

**21.2** The Chief reserves the right to supervise and set policy for personnel working off duty, including the right to revoke such privilege.

**21.3** For the parade events of the Washington's Birthday Celebration Association, the City will provide police services for the Grand Parade and Youth Parade, with Laredo Police Department off-duty officers and pay such officers at the regular overtime rate of time and a half.

## **ARTICLE 22**

### **ASSISTANTS TO THE CHIEF**

**221** The Chief shall have the right to appoint, and to demote the appointees to the two (2) immediate subordinate positions designated as Assistant Police Chief and the three (3) subordinate positions of Deputy Police Chief. All of these Deputy Chiefs and Assistant Chiefs shall be required to have a minimum of (10) years of experience as a Laredo Police Officer.

Effective October 1, 2013, as to Officers appointed thereafter only, Officers appointed to the rank of Deputy Chief or Assistant Chief shall be required as a condition of maintaining the appointed rank to obtain a Bachelor's Degree from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

**222** Such appointments shall be from within the ranks of the Laredo Police Department. Any person appointed to either of such positions may be removed by the Chief and be returned to the same classification or its equivalent that the person held at the time of appointment to either of the above positions without loss of seniority.

**223** Article 22 supplants any contrary provisions of section 143.014 of the TLGC. Such appointment, or demotion, shall be at the sole discretion of the Chief, subject to Article 13 Section 13.1 and such appointment or demotion shall not be appealable or referable to the grievance committee or the Civil Service Commission or to any other body, whether administrative or judicial. An officer appointment under this Article shall be compensated in accordance with the provisions of the ordinance which establishes the position or positions.

## **ARTICLE 23**

### **GENERAL PROVISIONS**

#### **23.1 Shift Exchange.**

An officer may request to exchange shifts temporarily, when the exchange does not interfere with the operations of the department and with the permission of his/her immediate supervisory officers and the Command Captain or the Chief.

#### **23.2 Parking.**

The Employer shall, if possible, provide without cost to officers of the Police Department who are on duty, adequate parking space adjacent to the police facilities.

### **23.3 Association Meetings.**

The Employer agrees to provide space in the police building for Association meetings, if prior notice is given to the Chief as to date, time and the room(s) to be used. The Employer also agrees to provide space on bulletin boards in the briefing room and the detectives' squad room to be used by the Association for notices such as Association meetings, policies, election, recreational and social affairs. The Association agrees that there will be no other general distribution or posting, by the Association or its members, upon Employer's property; however, the Chief may permit other material not provided for above at his/her discretion to be posted or distributed.

### **23.4 Mileage Allowance.**

Officers covered by this Agreement may be required to use their private automobiles for duly authorized police department business, and shall be compensated for said use at a rate equal to that provided by Employer for all City employees.

### **23.5 Notification of Address and Telephone Number.**

All officers must have their residence address and telephone number registered with the Chief. If changes occur, the Chief or his/her designee must be notified within twenty-four (24) hours of the change.

### **23.6 Lockers.**

Sufficient personal lockers for each officer and adequate evidence lockers shall be provided by the Employer after the City has such availability.

### **23.7 Rifle and Pistol Range.**

- (A) The Employer shall provide police officers with the use of a rifle and pistol range and the ammunition and targets for target practicing shall be furnished by the Employer on a monthly basis. The Employer shall furnish free of charge a maximum of one hundred (100) rounds of ammunition for one (1), department - issued service handgun and a sufficient number of targets for use with one hundred (100) rounds each month to the officer using said rifle and pistol range. The ammunition and targets only shall be issued for and used at the City's rifle and pistol range and cannot be removed from that location. Officers shall receive twenty-five (25) rounds service ammunition annually. If the department requires an officer to use their service ammunition during firearms qualifications the department shall replace the service ammunition.
- (B) The Employer shall furnish annually a maximum of sixty (60) rounds of service ammunition in the caliber for one (1), department-issued rifle. The department shall furnish a sufficient number of targets for use with twenty (20) rounds of practice ammunition each month to the officer using said rifle and pistol range. If the department requires an officer to use their service ammunition during

firearms qualifications the department shall replace the service ammunition.

- (C) A schedule of availability shall be published that accommodates officers on all shifts. The Chief may institute rules and regulations in the Policy Manual that require accountability and use of ammunition and targets.

### **23.8 Copies of Agreement.**

The Employer agrees to furnish each officer covered by this Agreement with a copy of this Agreement.

### **23.9 Training.**

In-service training is to be so designed that training will be made available to all officers on a planned basis as time and annual appropriation allow, and in accordance with State law. The Employer shall publish a list of available training schools as soon as they are available to the Employer. Officers shall be given no less than seven (7) calendar days prior written notice before being assigned to attend in-service training. "For purpose of this Section, seven (7) calendar days does not include the date of notification nor does it include the first day of training." The seven (7) calendar day notice may be waived only when the Employer is not notified of a particular in- service class seven (7) calendar days in advance, or when the Employer is notified in less than seven (7) calendar days that there has been a cancellation, and that particular training is mandatory for the officer scheduled to attend as a result of his/her duty assignment (i.e.; fingerprint school, etc.).

### **23.10 Service Handgun/Badge upon Retirement.**

Officers who retire from the Laredo Police Department shall be given their service handgun and badge at no charge if they meet the requirements of a "retired law enforcement officer in good standing." The term "retired law enforcement officer in good standing" means an individual who

- (1) retired voluntary and not under duress, investigation, or threat of disciplinary action; and not by reason of mental instability;
- (2) before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of or the incarceration of any person for, any violation of law, and had statutory powers of arrest; or
- (3) before such retirement, was regularly employed as a law enforcement officer with the Laredo Police Department for an aggregate of fifteen (15) years or more; and
- (4) is not prohibited by federal law from possessing a firearm.



## **ARTICLE 24**

### **HEALTH AND SAFETY**

**24.1** It is the desire of the Employer and the Association to maintain the high standards of safety and health in the police department in order to eliminate, as much as possible, accidents, deaths, injuries, and illness in the police service. The Association president will appoint two (2) representatives to represent the Association and two (2) members chosen by the Chief to represent the Employer. This Committee will meet upon request by any of its members within three (3) business days. Members of this Committee will be granted time-off with pay when meeting jointly with management or for any inspection or investigation of safety, or health problems in the police department, with approval of the members' immediate supervisors. The Committee shall be guided by the following principles:

- (A) Make detailed review into each accident, death or injury to provide a report on the incident and/or the ramifications to the Police Department, if any. Such report shall be advisory to the Chief.
- (B) Recommend changes or conditions of unsafe work methods, protective equipment, protective apparel or devices for the elimination of hazards of police duty.
- (C) Promote safety and first aid training for committee members and police officers.
- (D) If an officer reports an unsafe vehicle, it shall be inspected by his/her supervisor and, if the supervisor disagrees that the vehicle is unsafe, no disciplinary action can be taken against the officer for refusal to operate the vehicle prior to inspection by the supervisor.
- (E) If the officer disagrees with the results of the supervisor's inspection, the officer may request in writing that the vehicle be inspected by the City garage as soon as feasible. If safety problems are found, they must be corrected.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

#### **25.1 Purpose.**

The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious, and orderly adjustment of grievances. A "grievance" is defined as a dispute, claim, or complaint by any officer that relates to a departmental matter involving the interpretation, application, or alleged violation, of any provision of this agreement. The discipline, discharge, or demotion for disciplinary purposes of any officer shall be done in accordance with the provisions as set forth under Chapter 143, TLGC, except as otherwise provided for in this Agreement.

## **25.2 Association Representatives.**

A written list of eight (8) Association representatives shall be furnished to the Chief immediately after designation by the President of the Association and the Association shall give notice of any subsequent changes. The representative will be given reasonable time-off pursuant to Article 9 to resolve grievances.

- (A) For the purposes of this agreement, "to resolve grievances" shall mean the following:
  - 1. To investigate grievances.
  - 2. To meet with management representatives in an effort to settle grievances.
  - 3. To prepare and present proposals to management in an effort to settle the grievance.
- (B) Any Association representative shall be allowed time-off pursuant to Article 9 for the purposes of representing officers covered by this agreement in arbitration hearings or in disciplinary action proceedings.

## **25.3 Time and Period.**

- (A) Any officer who is aggrieved shall notify the Association giving the nature and details of the incident which led to his/her grievance. The grievance report form agreed to by the Chief and the Association is to be used for submitting any grievance. The grievance must be submitted within ten (10) business days of the date upon which the officer knew of or should have known of the occurrence giving rise to the grievance.
- (B) A grievance not brought to the attention of the Association within the time limit prescribed shall not be considered timely and shall be void.
- (C) The time limitations described herein may be waived by mutual agreement in writing by the Association and the City Manager or his/her designee.

## **25.4 Steps.**

- (A) Step 1: Any aggrieved officer shall submit his/her grievance in writing within the time limitations specified above to the Association. Within ten (10) business days of receipt of the grievance, the Association Grievance Committee shall determine if a valid grievance exists. If in the opinion of the majority of the members of the committee, no grievance exists, the Committee shall notify the officer and no further action shall be taken. The Committee agrees that it will consult with representatives of CLEAT concerning the validity of grievances in making the decision to pursue a grievance. However, nothing herein shall take

away from the authority of the Association to pursue any Committee approved grievance filed by an Officer it deems to be a violation of the contract. All grievances shall be styled in the name of the Officer(s) filing a grievance.

The Association shall judge each grievance in a fair and equitable manner. In its sole discretion, the Association shall determine whether the grievance is valid or not. The Association may modify, revise, or amend the grievance if necessary to properly place the dispute in issue for resolution. Only the Association has standing to initiate, pursue or settle a grievance under the terms of this Agreement.

- (B) Step 2: If, in the opinion of the majority of the members of the Committee, a grievance does exist, the Association shall, with or without the physical presence of the aggrieved officer present the grievance in writing to the Chief for adjustment.

A grievance presented to the Chief by the Association on or after the twenty first (21st) business day, shall not be considered to have been timely filed and shall be void without requirement to address the merits of the grievance.

For purposes of calculating this Step, the Chief shall have ten (10) business days to respond in writing to the grievance.

- (C) Step 3: If the grievance has not been settled at Step 2, the Association shall submit it to the City Manager for adjustment within ten (10) business days after receipt of the Chief's written response.

Grievances may be consolidated for resolution under this Article by the City Manager.

Failure to timely submit the grievance to the City Manager will render the grievance void without requirement to address the merits of the grievance.

- (D) Step 4: If within twenty (20) business days, the grievance has not been settled, the Association shall make a written request that the grievance be submitted to arbitration.

For purposes of calculating this step, the City Manager has fifteen (15) business days to respond after which the Association has five (5) business days to make written request of the City Manager that the grievance be submitted to arbitration. Failure to timely request an arbitration will render the grievance void without requirement to address the merits of the grievance.

- (E) Step 5. At any time after receipt of the grievance by the City Manager, the attorney for either the Association or the City may request from the other a meeting to attempt to resolve the grievance. While this is not a mandatory step in the grievance process, the parties agree to utilize this process on grievances that both parties believe there is a legitimate possibility of resolution through

such meetings.

## **25.5 Arbitration.**

- (A) If a grievance is submitted to arbitration, the Association and the City Attorney (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) calendar days the City Attorney shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association who are members of the National Academy of Arbitrators. The parties may mutually agree on one of the seven neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) business days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his/her selection.
- (B) The hearing shall be commenced within such reasonable time as the arbitrator selected can schedule it. If the arbitrator selected cannot commence the hearing within sixty (60) calendar days from his/her selection either party may, within two (2) calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) calendar day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a decision within thirty (30) calendar days of the close of evidence in a standard arbitration hearing, or within five (5) calendar days of the close of evidence in an expedited arbitration hearing. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) calendar days of the close of evidence at the hearing.

A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at his/her sole expense.

- (C) The following rules shall govern the conduct of a hearing under this Section, and of certain preliminary matters:
1. Upon the request of either party addressed to the opposing party at least seven (7) calendar days prior to the date of hearing, the parties shall exchange the name of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
  2. The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the City Attorney shall issue any subpoenas requested by the parties in the name of the arbitrator. A party

may apply to the arbitrator to quash a subpoena issued by the City Attorney.

3. In all hearings under this Section, the City shall prove its case by a preponderance of the evidence.
  4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case, subject to rules of discovery in Texas Civil cases. In considering the applications, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) calendar days prior to the date of hearing.
  5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
  6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- (D) All hearings that are reasonably anticipated to be completed in one day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request expedited arbitration.

#### **25.6 Costs.**

The City and the Association shall equally share the fees and expenses of the arbitration. The Association shall share equally the arbitration fees and expenses with the City. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association, except that any officer called as a witness by either party shall not suffer loss of pay by the City if that witness is called during his/her regular tour of duty.

### **ARTICLE 26**

#### **DISCIPLINARY ACTION**

**26.1** The provisions of this Article supplant contrary provisions of sections 143.052, 154.053, 143.055, 154.056, and 143.057 of the TLGC. The Chief shall have the authority to demote, temporarily suspend (not to exceed 30 calendar days), or indefinitely suspend any officer for any causes set forth in the Rules and Regulations of the Civil Service Commission. An officer shall be advised in writing of any recommended disciplinary action by the

Disciplinary Review Board. The written notification shall include the officer's right to rebut the charges to the Chief, either orally or in writing, prior to the Chief's final determination of any disciplinary action.

The officer may appeal such actions, if any, as provided for by Chapter 143. Probationary officers, as defined in Article 3 of this Agreement shall not have the right to appeal. Suspensions of five (5) days or less cannot be appealed to a hearing examiner as provided in Chapter 143, but must be appealed only to the Civil Service Commission.

If an Officer chooses education-based discipline as a disciplinary alternative, he/she may use sick leave to serve a suspension of five (5) days or less with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion or any purpose. If the Officer chooses education-based discipline, the Officer will be required to admit the alleged misconduct, waive his/her right to file a grievance or appeal, and participate in the appropriate training. The Officer's commanding officer would select appropriate training from a recommended set of classes available at the policy training academy or an outside entity, and/or alternative training such as community engagement and report to fellow officers about the impact of the training.

**262** If an officer has committed an act that constitutes a felony or a class A or B misdemeanor, the one hundred and eighty (180) day limitation period as set out in Chapter 143 shall not apply but rather the Texas Code of Criminal Procedure, Chapter 12 (Limitations) shall apply to any disciplinary action brought against such employee.

**263** The Chief shall have the authority to temporarily suspend an officer for a period of not less than thirty (30) nor more than ninety (90) calendar days. When the officer agrees to such suspension and agrees that he/she will not appeal such agreed upon suspension, that officer shall not have the right to appeal to any administrative or judicial body.

**264**

(A) If an officer is suspended indefinitely, and the officer does not agree with the suspension, the officer has the option to appeal to the Firefighters' and Police Officers' Civil Service Commission or arbitration. If the appeal is to be settled by arbitration, the officer and the City Attorney (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) calendar days after the appeal is filed, the City Attorney shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association who are members of the National Academy of Arbitrators. The parties may mutually agree on one of the seven neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) business days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his/her selection.

(B) The hearing shall be commenced within such reasonable time as the

arbitrator selected can schedule it. If the arbitrator selected cannot commence the hearing within sixty (60) calendar days from his/her selection either party may, within two (2) calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) calendar day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a decision within thirty (30) calendar days of the close of evidence in a standard arbitration hearing, or within five (5) calendar days of the close of evidence in an expedited arbitration hearing. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) calendar days of the close of evidence at the hearing.

A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at his/her sole expense.

The decision of the arbitrator shall state which particular factual charges he or she finds to be true, if any, and the particular rules he or she finds such conduct to have violated, if any. Where the charges are upheld, the decision shall state whether the discipline imposed is upheld or whether some lesser discipline should be substituted.

- (C) The following rules shall govern the conduct of a hearing under this Section, and of certain preliminary matters:
1. Upon the request of either party addressed to the opposing party at least seven (7) calendar days prior to the date of hearing, the parties shall exchange the name of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
  2. The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the City Attorney shall issue any subpoenas requested by the parties in the name of the arbitrator. A party may apply to the arbitrator to quash a subpoena issued by the City Attorney.
  3. In all hearings under this Section, the City shall prove its case by a preponderance of the evidence.
  4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case,

subject to rules of discovery in Texas Civil cases. In considering the applications, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) calendar days prior to the date of hearing.

5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
  6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- (D) The City and the aggrieved officer shall share equally the fees and expenses of the arbitration. Where the Association represents the officer, it shall share equally the arbitration fees and expenses with the City. When the Association does not represent the officer in a disciplinary matter, the City may require a reasonable deposit from the officer for arbitration fees at the time the appeal is filed requesting an arbitration.
- (E) All hearings which are expected to be completed in one day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request expedited arbitration.

## **265 Disciplinary Actions.**

Letters of reprimand and suspensions of less than five (5) days will be removed from the personnel file after five years upon request of the officer. Suspensions between six (6) and 15 days will be removed from the personnel file after ten (10) years upon request of the officer.

## **ARTICLE 27**

### **LABOR RELATIONS COMMITTEE**

**27.1** Labor Relations Committee (“LRC”): The City and the Association shall jointly maintain and support an LRC. The Committee shall meet no less than one (1) time each calendar month for the purpose of attempting to mediate and otherwise resolve grievances and potential grievances. In addition, the LRC shall consider, discuss, and recommend to the Chief any matters pertaining to the employment conditions of officers. (A) The President and two (2) members of the Association, or one (1) member and a CLEAT representative, as designated by the Association Executive Board and (B) the Chief and two (2) persons designated by the Chief. Either party may, at its discretion, meet with less than three (3) members. The recommendations of the LRC shall be advisory in nature only and shall not be the subject of a grievance. Both parties agree that a primary purpose of this committee is to resolve pending and potential



grievances and both parties further agree to make a legitimate effort to do so in a professional manner.

## ARTICLE 28

### INTERNAL INVESTIGATION GUIDELINES

**28.1** Internal Investigation Guidelines: In the event that a police officer is interviewed by a supervisor, or Internal Affairs investigator as the subject of the investigation, the following guidelines shall apply:

- (A) Unless exigent circumstances exist, the interview of any officer shall be ~~at a~~ during regularly scheduled working hours. In the event of a dispute of the exigent circumstances determination, the decision of the Chief shall be final. If applicable, the overtime or call-back provision as stated in 15.2 and 15.3 of Article 15 shall apply. In the event a justified request for special accommodations is made (e.g. accommodations for attorney representation) by the investigated officer to be interviewed outside their regularly scheduled work hours and approved by the Chief of Police or designee, call back provisions and overtime pay will not apply as a result of this request. Officers will be compensated on a time-for-time basis. It is the responsibility of the investigated officer to make proper arrangements with his/her immediate supervisor to adjust their work schedule in order to make themselves available at the approved date and time. Subject to approval by a supervisor, officers can also complete the adjusted work day schedule by performing regular assigned duties for the remainder of the adjusted shift or apply proper leave accruals to account for the rest of the work day upon conclusion of the interview.
- (B) The interview shall take place at a location designated by the investigating officer.
- (C) The officer shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name and command of the interviewing officer and the identity of all persons present during the interview.
- (D) Forty-eight (48) hours prior to being interrogated or asked to otherwise respond to an administrative investigation, the officer under investigation shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations. At the interview, unless the District Attorney's office and/or the United States Attorney's office request in writing that a specific item or items not be reviewed by the officer, the officer shall be allowed to review but not copy verbatim or photocopy any complaints, GPS/AVL readouts, video recordings, audio recordings, and photographs, which have been gathered as part of the administrative investigation. In the event the District Attorney's office or United States Attorney's office directs the City to not allow an officer to review an item or items, the Officer shall receive a copy of such correspondence. The officer shall not communicate in any manner the provided information to any person other than his/her attorney or

representative. An officer subject to a criminal investigation in addition to an administrative investigation shall not be interviewed by Internal Affairs investigators without being entitled to review the above records. Such officer subject to a criminal investigation will be afforded the rights espoused in Article 27.4.

- (E) The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, i.e., meals, telephone calls, and rest periods as are reasonably necessary. The Chief, or his/her designee, shall determine the need for "reasonable respites".
- (F) The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary action. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the officer that his/her conduct can become the subject of disciplinary action, which could result in disciplinary punishment.
- (G) At the request of the officer or the interviewing officer, the complete interview of the officer may be recorded mechanically. There will be no "off the record" questions unless so agreed by all parties involved. All recesses called during the questioning shall be noted in the record. The party requesting mechanical recording shall pay all costs of same, unless the parties agree on a cost division between them.
- (H) Upon request of the officer's attorney, he/she shall be given a copy of any written statement the officer's executed, or if the questioning is mechanically recorded, the attorney shall be permitted to record or transcribe from the original recording upon his/her request, or to purchase a copy of the original recording.
- (I) The refusal of an employee to answer questions and submit reports shall be grounds for disciplinary action. Any answer of the officer may be used as evidence in any disciplinary action against the employee.
- (J) The investigator in charge of the particular case is required to inform the officer prior to being questioned/interrogated that he may have one (1) Association representative present during the officer's interview, unless the officer, in writing, voluntarily waives this right. No supervisor may represent or advise his/her subordinate during any interviews conducted in an internal investigation. The Association President may represent or advise an officer during an internal investigation. The Association President who represents and/or advises an officer in an administrative investigation cannot be compelled to disclose his/her communications with that officer unless disclosure is required by law to the Chief, the Chief's designee or the investigating officer. Nothing herein prohibits the Chief or the department from compelling the Association President to disclose information regarding the same subject but obtained from a source other than directly from the officer who was represented or advised.
- (K) If an officer who is interviewed as a witness self-reports to the person conducting

the interview that he or she believes statements he or she makes may cause him or her to become a subject of the investigation, the investigator conducting the interview will not begin the interview or will stop an interview already in progress until such time that a determination can be made by the Department as to whether or not the officer is or will be subject of investigation. If so, then the interview can be continued under the provisions set forth in this sub-section for officers who are subjects of investigations.

**28.2** In the event that a criminal investigation is conducted regarding the conduct of a police officer, which may result in criminal proceeding against the officer, the criminal investigator shall accord the officer all rights pursuant to law and to which any citizen would be entitled in a criminal investigation.

## **ARTICLE 29**

### **LEGAL REPRESENTATION**

**29.1** The Employer shall provide each officer with legal counsel without cost to such officer in any suit for damages by a party other than a governmental entity if the claim involves an official act of the employee in the scope of his/her authority and employment.

**29.2** In all cases, job-related acts of the officers shall be considered official acts of the officer in the scope of the officer's authority if the officer is without fault or the officer acted with a reasonable good faith belief that his/her actions were proper. For purposes of this Article, an act for which the officer is not made subject to disciplinary action in accordance with Chapter 143, and as modified by this agreement shall be deemed without fault by the officer or with a reasonable good faith belief by the officer that his/her actions were proper.

**29.3** The Employer may provide counsel already employed by it or may employ and pay private counsel to comply with this Article, provided that no counsel shall be provided who appears to have an actual or potential conflict of interest in representing the officer.

**29.4** In any case where the Employer provides representation under this Article, the officer may at his/her option hire, or cause to be hired, an additional attorney at his/her own expense, provided that the counsel provided by the Employer is so notified in writing. Counsel provided by Employer shall assume the responsibility as attorney of record and the sole responsibility for defending the suit. At the officer's request, Counsel provided by the Employer shall advise counsel hired by the officer of the progress of the litigation and provide him with copies of all pleadings, material correspondence, and any other information that is necessary in order for counsel hired by officer to monitor the suit. The Employer shall provide each officer with legal counsel without cost to such officer in any suit for damages by a party other than a governmental entity if the claim involves an official act of the employee in the scope of his/her authority and employment.

**29.5** In all cases, job-related acts of the officers shall be considered official acts of the officer in the scope of the officer's authority if the officer is without fault or the officer acted with a reasonable good faith belief that his/her actions were proper. For purposes of this Article, an act for which the officer is not made subject to disciplinary action in accordance with Chapter

143, and as modified by this agreement shall be deemed without fault by the officer or with a reasonable good faith belief by the officer that his/her actions were proper.

**29.6** The Employer may provide counsel already employed by it or may employ and pay private counsel to comply with this Article, provided that no counsel shall be provided who appears to have an actual or potential conflict of interest in representing the officer.

**29.7** In any case where the Employer provides representation under this Article, the officer may at his/her option hire, or cause to be hired, an additional attorney at his/her own expense, provided that the counsel provided by the Employer is so notified in writing. Counsel provided by Employer shall assume the responsibility as attorney of record and the sole responsibility for defending the suit. At the officer's request, Counsel provided by the Employer shall advise counsel hired by the officer of the progress of the litigation and provide him with copies of all pleadings, material correspondence, and any other information that is necessary in order for counsel hired by officer to monitor the suit.

## **ARTICLE 30**

### **SAVINGS CLAUSE**

If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

## **ARTICLE 31**

### **STABILITY OF AGREEMENT**

Notwithstanding anything contained herein to the contrary, this instrument embodies the whole agreement between the parties and no other instrument or agreement, understanding, alteration, or variation of the agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Employer or the Association to insist in any one (1) or more instances, upon performances of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer's or the Association's future performance of any such term or condition, and the obligations of the Employer and the Association to such performance shall continue in full force and effect.

## ARTICLE 32

### IMPASSE PROCEDURE

#### 32.1 Mediation.

The parties will make a meaningful effort to settle matters arising from negotiations through the bargaining process and will only resort to subsequent third-party neutral proceedings after they have exhausted all avenues of mutual agreement available to them. If an impasse in negotiations results after full and complete negotiations, either party or both parties may request the services of a mediator from the Federal Mediation and Conciliation Service (“FMCS”). The mediator shall have no authority other than to attempt to help the parties to arrive at a mutually agreeable settlement. The mediator shall be responsible for determining whether or not the parties have indeed arrived at an impasse in bargaining. If the mediator has any reason to believe the parties are not at a true impasse in bargaining, he shall have the responsibility to remand the parties to further negotiations in an attempt to resolve the difference between them. If the mediator is convinced that the parties have arrived at a bona fide impasse in negotiations, he shall certify such fact to these parties who then have the following options open to them. The cost of mediation, if any, shall be borne equally by the parties.

#### 32.2 Fact Finding.

- (A) If after mediation, settlement has not been reached between the parties concerning negotiable issues which were subject to mediation, then either party may by written notification to the other request the bargaining issue be submitted to a Fact-Finding Panel.
- (B) The Fact-Finding Panel shall be selected in the following manner. The Employer and the Association shall each select one registered voter of the City to serve as a fact finder. The two (2) fact finders shall mutually agree on a third registered voter of the City to serve as the Chairman of the Fact-Finding Panel. If the two fact finders cannot agree on a neutral, then the Employer and the Association shall each submit three names of registered voters. Each party shall alternatively strike a name. The parties shall determine who strikes first by coin toss. The remaining individual shall be designated as the Chairman of the Fact-Finding Panel. In no event shall any member of the Fact -Finding Panel be an employee of the City or an elected official.
- (C) The parties shall exchange written final offers no later than ten (10) calendar days before the date of the Fact-Finding hearing. The Fact-Finding Panel shall be served a written copy of the parties' final offer within five (5) calendar days before the date of hearing.
- (D) The Fact-Finding Panel shall only have jurisdiction to consider issues introduced in each party's final offer.
- (E) The Fact-Finding Panel shall establish dates and places of hearings. The hearings shall be open to the public. The Fact-Finding Panel shall afford all parties full opportunity to examine and cross-examine all witnesses and to present evidence

pertinent to the dispute including briefs in support of their respective cases.

- (F) The Fact-Finding Panel shall conduct the hearing and render its decision with the objective of achieving a prompt, peaceful and just settlement of disputes. The factors which must be given weight by the Fact-Finding Panel in arriving at a recommended decision shall be:
1. Comparison of total compensation of police officers in the comparable cities: as described in article titled monthly base pay scales.
  2. Relevant cost of living information.
  3. Overall compensation and fringe benefits presently received by officers involved, and the interest and welfare of the public including financial ability.
  4. Fiscal responsibility of the City; and economic and non-economic impact of the various offers upon present or future levels of service or programs provided by the City to its citizens and other City employees.
  5. The hazards of employment; physical, educational and mental qualifications; and job training and skills required of Laredo police officers.
- (G) The Fact-Finding Panel shall consider each argument and all evidence presented by the parties and address them in a well-reasoned, professionally written, finding of fact and recommendations to resolve the dispute. The written decision shall be served on both parties not more than thirty (30) calendar days from the conclusion of the hearings or submission of briefs, whichever occurs later.
- (H) Within five (5) business days after receipt of the findings of fact and recommendations, each party shall notify the other in writing whether they accept any of the recommendations of Fact-Finding Panel. If the parties do not accept the recommendations of the Fact-Finding Panel, they shall attempt to settle the dispute. If no settlement has been reached after five (5) business days from receipt of the notice by either party rejecting the recommendations, then the Fact-Finding Panels' findings of fact and recommendations may be made public by either party.
- (I) Within five (5) business days after the findings of fact and recommendations are made public, the party rejecting the recommendations shall make public through a detailed written document each reason for rejecting the recommendation of the Fact-Finding Panel.
- (J) If within five (5) business days after the recommendations have been made public, the parties have not agreed to a contract, unresolved issues shall, at the request of either party, be submitted to the City Council at its next regularly scheduled meeting.
- (K) All costs of the Fact-Finding Panel shall be borne equally by the parties involved in the dispute, except costs for the parties respective representative and witnesses.

## ARTICLE 33

### RANDOM DRUG AND ALCOHOL TESTING

**33.1** In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug and alcohol testing described in this section. All police officers, including the Chief, will be subject to mandatory random drug testing during each calendar year at the city's expense. The City and the Association are committed to the principle that the mandatory random drug and alcohol testing policy for officers, as per Ordinance 2008-O-011, is designed for, and will be administered to result in, disciplinary action, only against any officer whose random drug and alcohol test reflects a positive test result and thereby a violation of the City Ordinance and the Police Department's rules, regulations, policies, or procedures in reference to alcohol use and illegal drug use. For the purposes of this Article:

“Alcohol” is defined as an intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

“Alcohol use” is defined as the consumption of any beverage mixture, or preparation, including any non-prescription medication containing alcohol.

“Alcohol testing” is a test conducted by a Breath Alcohol Technician (“BAT”), or any other Person approved by the Department of Transportation rules, using an Evidential Breath Testing Device (“EBT”) to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Highway Administration, (“FHWA”).

“Drugs” shall be defined as a substance that can cause addiction, a marked change in mental or physical status, or psychological/physical dependency that could affect job performance; this may include any illegal drugs, controlled substances, inhalants, or nonprescription drugs with abuse potential, legally/illegally prescribed drugs. Illegal drugs include prescription drugs prescribed for someone other than the officer.

"Drug testing" is defined as the compulsory production and submission of urine by an officer for chemical analysis to detect the presence of prohibited drug usage.

“Medical Review Officer (“MRO”).”

**Evidential Breath Testing Device (EBT)** – is a device approved by the National Highway Traffic Safety Administration (NHTSA) and is used for the evidential testing of breath and placed on the NHTSA’s “Conforming Products List (CPL) or Evidential Breath Measurement Devices”. (40.3) {Note: Approved devices must be capable of printing out each test result and air blank, and must sequentially number each test. }

“Positive test results” is defined for alcohol, as a breath alcohol concentration of 0.02 grams and above is considered a positive test result for DOT and non-DOT. For those officers who are under EAP (Employee Assistance Program) guidelines, any alcohol concentration level of above zero (0) will be considered positive.

"Random drug testing" will mean the drug testing of individuals selected by the method described in Section 32.2 of this Article, and under the standards specified in Section 32.3, and as applicable per the City's current Drug and Alcohol Ordinance No. 2008-O-011, and any future addendums.

"Reasonable suspicion" shall mean a belief based on objective facts and observable on-duty behavior, speech, or body odors sufficient to suspect that an officer is under the influence of drugs or alcohol so that the officer's ability to perform the functions of the job is impaired or so that the officer's ability to perform his/her job safely is reduced; a belief that the officer has violated the drug, alcohol, and/or inhalant prohibitions, based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employee,

"Refusal to submit (to a drug or alcohol test)" is defined as an officer who (1) fails to provide adequate breath for testing without a valid medical explanation after he has received notice of the requirement for breath testing; (2) fails to provide adequate urine for drug testing without a valid medical explanation after he has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process, is in violation of the policy and will be considered a positive result.

**332** The City will require random testing under the following conditions:

- (A) A fair and impartial statistical basis (on which each officer only identified by their employee number, of all ranks including the Chief, has an equal chance of being selected during each random test during any calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent Certified Collecting Facility hired by the City, and the officer shall be tested, for both drugs and alcohol, upon being selected by the computerized program.
- (B) The selection of police officers by computerized programs will be conducted on random dates.
- (C) When an officer appears unable unwilling, or refusing to submit and provide a specimen at the time of the drug and alcohol test, the Certified Collecting Facility will document the circumstances surrounding the inability, unwillingness, or refusal to submit to testing of the officer. The officer will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under supervision. Reasonable amount of fluids may be given to the officer to encourage urination. Failure to provide a sample may be considered a refusal to submit to the random drug test. Please refer to the City's current Drug and Alcohol Ordinance No. 2008-O-011 and any applicable addendums.
- (D) In the event that a randomly selected officer, while on work shift, is not available within four hours of the time of the selection, then the Chief may schedule the testing of that officer, at a time and date of the Chief's discretion,



but such time and date to be not later than seventy two (72) hours after the time of the originally scheduled test.

- (E) Any officer shall have the right to request that his/her urine sample be stored in case of a legal dispute. The split specimen for a positive test will be submitted to the designated Certified Collecting Facility where the sample will be maintained for a period of one year.
- (F) Any officer may at his/her own expense request to have the split specimen sample tested within seventy-two (72) hours by another certified laboratory.
- (G) Drug testing shall consist of an initial gas chromatography screening test and if positive a confirmation of the split specimen test by another certified laboratory. Alcohol testing shall consist of a breath analyzer test performed by a Certified Breath Alcohol Technician (BAT) who is certified and trained by an official Certified Breath Alcohol Technician Instructor (BATI), and if possible a confirmation test.

**333** The following shall be required of the Certified Collecting Facility.

- (A) **Certified Collecting Facility:** The City shall require that any Certified Collecting Facility it selects for the analysis of both breath and urine samples, first conduct a background check on those of its personnel who will be involved in the collection or handling of an unsealed urine sample or breath analysis. In addition, the City shall require that any Certified Collecting Facility it selects to test for all procedures of drug and alcohol testing, shall not employ any person to collect, handle or have any direct access to any specimen sample collected from a police officer, who has (1) ever been arrested by any officer of the Laredo Police Department; or (2) ever been convicted of a felony or of a misdemeanor crime involving dishonest conduct or possession of illegal drugs or alcohol statute violations. Test results shall be inadmissible in any administrative disciplinary proceeding involving a tested officer, if it is determined that the Certified Collecting Facility failed to conduct a background investigation of personnel of that Certified Collecting Facility who have had any of the above noted record history and were involved in the collection or handling of the unsealed urine sample which resulted in a positive test. The Certified Collecting Facility hired by the City shall be certified under the American Association of Medical Review Officers (“AAMRO”) and the Medical Review Officers Certification Council (“MROCC”) established by the Department of Transportation and shall include the proper certification of a Medical Review Officer (“MRO”). Such Certified Collecting Facility shall be experienced, shall be capable of quality control documentation and chain of custody, shall have demonstrated technical expertise and proficiency in urinalysis, and shall comply with all requirements as per the U.S. Department of Transportation (“DOT”).
- (B) Laboratory testing is conducted using only Substance Abuse and Mental Health Services Administration (“SAMHSA”) certified laboratories. These certified

laboratories are able to conduct the analysis of urine samples collected under the federally mandated DOT drug testing programs.

**33.4** An officer who is disciplined as a result of this Article is entitled to all the procedures to which he or she is entitled for any other disciplinary offense, as provided by the Collective Bargaining Agreement, TLGC or any other statutes that may apply.

**33.5** Nothing in this article shall be construed to prohibit the Chief from directing a drug test on an officer based upon reasonable suspicion. Nor shall this article affect the City's current Drug and Alcohol Ordinance No. 2008-O-011.

**33.6** All records pertaining to the drug tests required under this Article shall remain confidential except to the extent used in a disciplinary proceeding and the procedures related to such proceeding. Drug tests and results shall be maintained by the independent Certified Collecting Facility hired by the City.

**33.7** When any provision of this Article conflicts with any provision of the Drug and Alcohol Policy of the City of Laredo, then such provision of this Article takes precedence and governs.

#### **ARTICLE 34 DURATION OF AGREEMENT**

**34.1** This Agreement supersedes all prior agreements between the parties and shall be in effect from **October 1, 2020 to September 30, 2025** or until superseded by a new agreement whichever is later.

**34.2** The Agreement automatically shall be renewed from year-to-year thereafter, unless either party shall have notified the other, in writing, at least one hundred and fifty (150) calendar prior to the annual anniversary date that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than one hundred and twenty (120) calendar days prior to the anniversary date.

**34.3** In the event that negotiations have commenced and no agreement has been reached between either party before the expiration date, the 2020-2024 contract shall remain in full force and in effect until such time as final agreement on a new contract is reached or September 30, 2027 whichever occurs earliest.

**34.4** Neither party relinquishes any right pursuant to Chapter 174, TLGC, by the extension of this contract.

FOR THE CITY OF LAREDO, TEXAS

FOR THE LAREDO POLICE OFFICERS ASSOCIATION

By: *Robert A. Eads*  
Robert A. Eads, City Manager

By: *Ramiro Paredes, Jr.*  
Ramiro Paredes, Jr., President

Date: 8/2/21

Date: 7/30/21

By: *Rosario Cabello*  
Rosario Cabello, Deputy City Manager

Date: 7/30/21

ATTEST:

By: *Jose A. Valdez*  
Jose A. Valdez, City Secretary

Date: 8/2/21



APPROVED AS TO FORM:

By: *Kristina K. Laurel Hale*  
Kristina K. Laurel Hale, Special Counsel

Date: 7/30/21

## **EXHIBIT A**

### **SERIOUS ILLNESS LEAVE**

#### **A. Authority.**

This policy is being implemented under the authority of the Collective Bargaining Agreement between, the City of Laredo, Texas and the Laredo Police Officers' Association. Article 17, Section 3(B), wherein it states that the employer shall follow this Exhibit A, as to requesting and granting use of the Serious Illness Leave.

#### **B. Requirements.**

In accordance with the Collective Bargaining Agreement, Article 17, Section 3 (B) (4), leave days may not be used for injuries or illnesses sustained in the line of duty.

No leave of absence, for purposes for the Serious Illness Leave in the Collective Bargaining Agreement, Article 17, Section 3 (B)(3), may exceed one thousand four hundred and forty (1,440) hours for a single illness or injury.

(NOTE: In the event that there are any Police Officers currently using the Serious Illness Leave, as of the date of this Policy's implementation, they will be eligible under the provisions of this revised policy for the unused balance of Serious Illness Leave hours not to exceed one thousand four hundred and forty (1,440) hours.

#### **C. Procedure**

1. Requests for a leave of absence to be charged against the Collective Bargaining Agreement's Serious Illness Leave must be submitted in writing to the Chief. The City of Laredo Police Department Request and Authorization for Leave form must be used. The written request must include:
  - a. "Qualifying condition" (Please provide medical information in a sealed envelope directly to the Employee Health and Wellness Division);
  - b. Number of years of service to determine eligibility to draw from the Serious Illness Leave (Article 17, Section 3);
  - c. Date the injury or illness occurred; and
  - d. Medical leave authorized by physician (start date and end date).

The request must be initially reviewed by the Chief. The request should be made within five (5) business days of the date that the serious illness or injury occurred to avoid delays in payroll processing.

2. The Chief will forward the request to the Employee Health Nurse. The Employee Health Nurse will request that the officer submit a copy of the diagnosis/prognosis and the Employee Health Nurse will determine, based on the diagnosis/prognosis, whether a serious illness or injury under the Collective Bargaining Agreement exists. All medical

records pertaining to the particular illness or injury will be received, reviewed and stored with the strictest of confidentiality by the Employee Health Nurse.

3. The immediate supervisor will indicate the officer's physical job requirements required in the performance of his/her duties on the City's Physical Job Requirements form which will serve as the equivalent of a fitness for duty report. The officer will take the Physical Job Requirements form that has been completed by the immediate supervisor to his/her treating physician(s). The officer's treating physician(s) will indicate which physical job requirements may be performed by the individual. This report is intended to assist the treating physician(s) in determining whether the officer can perform the essential functions of the job.
4. The treating physician(s) decides if the individual can do modified/alternate duty. Based on the treating physician's determination on the Physical Job Requirements form, and the officer's diagnosis/prognosis, the treating physician will recommend the number of days that the officer must be out before being physically able to return to work for modified/alternate duty. Any pre-existing condition will be taken into consideration by the treating physician(s). The treating physician(s) shall certify in writing that an individual will be out for a specific number of days until he/she can return to modified/alternate duty.
5. The officer will submit the treating physician's recommendation to the Employee Health Nurse. If the officer's treating physician took into consideration any pre-existing conditions, those conditions must be identified on the written recommendation, and any necessary supporting documentation must be submitted to the Employee Health Nurse. The Employee Health Nurse will compare the officer's treating physician's recommendations with the Official Disability Guidelines and the Medical Disability Advisor, both approved by the Association of Occupational and Environmental Medicine, which contain disability guidelines for the same or similar illnesses or injuries. The Employee Health Nurse will take into consideration any pre-existing conditions identified by the employee's treating physician(s).
6. If the officer's treating physician's recommendation is within the range accepted by the disability guidelines for the illness or injury, taking into consideration any pre-existing conditions, then the days recommended by the officer's treating physician will be granted. However, no officer shall be permitted to use more than one thousand four hundred and forty (1,440) hours for a single illness or injury (Article 17, Section 3 (B) (3)).
7. If the officer's treating physician's recommendation exceeds the accepted range published in the disability guidelines, the Employee Health Nurse will contact the officer and request that the officer sign a medical authorization release. After having made this inquiry, the Employee Health Nurse will review with the City's designated Physician the officer's treating physician's recommendation or the maximum number of days published in the disability guidelines. If the designated City's physician does not accept the treating physician's recommendation, the officer will be notified in writing and may request a second medical opinion.

The officer may request a second medical opinion at the employee's expense in accordance with the City of Laredo medical benefits program. If a second physician's opinion is

requested and submitted by the officer the designated City's physician may accept the medical opinion that more closely approximates the disability guidelines, or the maximum number of days published in the disability guidelines, subject to the discretion of the Group Benefits Administrator to request a third medical opinion.

If, at the discretion of the Group Benefits Administrator, a third opinion is necessary, that third opinion will be paid for by the Group Benefits Administrator. However, if the officer (covered person) wants a third opinion, it will be subject to the deductible and co-payment percentage. No officer shall be permitted to use more than one thousand four hundred and forty (1,440) hours for a single illness or injury.

8. The Human Resources Director will provide the Chief and the LPOA president with a copy of the form authorizing/not authorizing the granting of days from the serious illness leave. The Laredo Police Department personnel/payroll division shall monitor the minimum balance of the existing pool hours until exhausted and provide monthly reports to the Chief and the LPOA president. The Laredo Police Department personnel/payroll division will provide a report to the Chief and the LPOA president documenting the number of hours remaining in the pool until exhausted after each request that is approved by the Employee Health Nurse.