



COLLECTIVE BARGAINING LABOR AGREEMENT

BETWEEN THE

CITY OF PHARR, TEXAS

AND THE

**PHARR POLICE OFFICERS
ASSOCIATION (PPOA)**

FY 2021-22 THROUGH FY 2023-24



CITY HALL • 118 S CAGE BLVD • PHARR, TEXAS 78577 • PHARR-TX.GOV

TABLE OF CONTENTS

ARTICLE 1. IDENTIFICATION OF THE PARTIES	1
ARTICLE 2. PURPOSE OF THIS AGREEMENT	1
ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS	1
ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT	2
ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES	2
ARTICLE 6. MANAGEMENT RIGHTS.....	3
ARTICLE 7. MAINTENANCE OF STANDARDS	3
ARTICLE 8. PROMOTIONAL ELIGIBILITY REQUIREMENTS	4
ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION	4
ARTICLE 10. OVERTIME PAY	5
ARTICLE 11. PAID TIME OFF: HOLIDAYS	5
ARTICLE 12. PAID TIME OFF: VACATION LEAVE.....	6
ARTICLE 13. PAID TIME OFF: SICK LEAVE.....	6
ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE	7
ARTICLE 15. INSURANCE BENEFITS.....	7
ARTICLE 16. PENSION BENEFITS.....	8
ARTICLE 17. SUBSTANCE ABUSE TESTING	8
ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES	8
ARTICLE 19. CYCLE & SHIFT EXCHANGES	8
ARTICLE 20. ACCOMODATION FOR ASSOCIATION ACTIVITY	9
ARTICLE 21. CONTINUING EDUCATION AND TRAINING	10
ARTICLE 22. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS...10	
ARTICLE 23. PHYSICAL FITNESS REQUIREMENTS	12
ARTICLE 24. GRIEVANCES & GRIEVANCE PROCEDURE	17
ARTICLE 25. ARBITRATION PROCEDURES	18
ARTICLE 26. MISCELLANEOUS PROVISIONS	20
ARTICLE 27. SAVINGS CLAUSE	20
ARTICLE 28. GLOSSARY OF TERMS	21

GRIEVANCE FORMS 2 pages

APPENDIX “A” – PAY TABLE 5 pages

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are as follow: 1) the CITY OF PHARR, TEXAS, and 2) the PHARR POLICE OFFICERS ASSOCIATION (PPOA)

Section 2. The CITY OF PHARR, TEXAS, hereafter referred to as the “the CITY OF PHARR”, or the “CITY”, is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The PHARR POLICE OFFICERS ASSOCIATION (PPOA or ASSOCIATION) is an Association, as such is defined in Chapter 174, Texas. Local Gov’t Code (“TLGC”) for the purpose of representing full-time certified and commissioned police officers concerning compensation, hours, grievances, and other conditions of employment affecting police officers covered under Chapter 174, TLGC.

Section 4. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

Section 1. It is the intent and purpose of this Agreement to give effect to the rights and privileges bestowed upon the CITY OF PHARR police officers by virtue of a duly recognized adoption election that established collective bargaining authority to the police officers employed by the CITY OF PHARR. It is further the purpose of this Agreement to satisfy any and all obligations imposed upon the CITY OF PHARR under Chapter 174, Texas Local Gov’t Code, to bargain collectively with a recognized association or union for the police officers.

Section 2. It is further the intent and purpose of this Agreement to establish procedures that will allow the PARTIES to resolve, in a fair and orderly manner, and with minimal disruption to police department operations, any grievances, complaints, or disputes that may arise from time to time relating to the implementation and enforcement of the terms of this Agreement.

Section 3. Definitions & Use of Terms. For purposes of this Agreement, the language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall otherwise prevail.

ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS

Section 1. The CITY OF PHARR hereby recognizes the PHARR POLICE OFFICERS ASSOCIATION (PPOA) as the majority bargaining agent (MBA) for all qualified law enforcement officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 143, TLGC.

Section 2. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall encompass three fiscal years, from October 1, 2021 through September 30, 2024.

Section 2. Hold-Over Provisions. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this agreement under its terms, all terms of this current Agreement shall remain in full force and effect until replaced by a successor Agreement, but in no event shall continue longer than 2029.

Section 3. Whenever wages, rates of pay, or any other matters requiring an appropriation of monies by the CITY are included as a matter of collective bargaining, it shall be the obligation of the ASSOCIATION to serve written notice of the request for collective bargaining on the CITY OF PHARR no less than one hundred twenty (120) days prior to the conclusion of the CITY's fiscal year. Such notice shall be in writing and shall be delivered to the City Manager and the City Clerk.

Section 4. Thereafter, it shall be the obligation of the parties to meet within a reasonable time (ten business days) after receipt of the written notice, and thereafter, to confer in good faith for the purposes of addressing collective bargaining issues. The initial meeting after notice is given shall be for the purposes of setting, dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of triggering any applicable statutory dates or deadlines. Thereafter, the PARTIES may extend deadlines by mutual agreement, in writing, executed by the Chief Negotiator for each PARTY.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. Civil Service Law. The PARTIES understand and agree that under the provisions of § 174.006, Texas Local Gov't Code, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Labor Agreement address matters contained in Chapters 141, 142, or 143, TLGC, the contractual terms contained herein shall prevail.

Section 2. Other Laws: Nothing in this agreement is intended to detract from any rights, privileges, duties that an individual police officer may have under civil rights or anti-discrimination laws, whether state or federal, which a public employee would otherwise have.

Section 3. Other Rules & Regulations. The duly adopted Police Department Rules & Regulations and any other Standard Operating Procedure, shall continue to apply and be enforced by management, except as, otherwise, specifically provided for in this Labor Agreement

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. The PARTIES understand and agree that the CITY OF PHARR, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 143 and 174, Texas Local Gov't Code.

Section 2. The powers, privileges, authority, and responsibilities retained by the CITY OF PHARR includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- A. General management and administrative control and authority over the Police Department, including its properties, facilities, and equipment, operations, and staffing;
- B. Determination of the Police Department's overall budget from year to year;
- C. Determination of which Police Department programs, functions, and operations to implement;
- D. Determination over the Police Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- E. Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Chief of Police, the City Manager, or the City Commission.
- F. Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- G. Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- H. Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;
- I. Control of performance, production and service standards within the Police Department.

ARTICLE 7. MAINTENANCE OF STANDARDS

Section 1. All fiscal benefits, privileges, and working conditions existing in the Police Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3. This Article is intended to supplement the preceding Article on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the Article on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 8. PROMOTIONAL ELIGIBILITY REQUIREMENTS

Section 1. Promotional Exam Grading: That parties hereby agree to modify § 143.033(c), TLGC, relating to the calculation of promotional examination grades, to provide that a police officer's seniority points, if any, shall not be added to that officer's raw test score unless the officer first receives a passing grade of seventy (70) or better on the written test.

Section 2. Time In Grade Modification. To qualify for the civil service examination for the classification of Sergeant, a member must first have a minimum of five (5) years of experience in the next lower classification. The Parties agree that a member's probationary first year is counted towards the five (5) year minimum provided by this Article.

Section 3. To qualify for the civil service examination for the classification of Lieutenant, the employee must qualify pursuant to 143.028 TLGC.

Section 4. Deputy Chief. The Deputy Chief Positions will be selected from supervisory personnel at the rank of Sgt. or above.

Section 5. The foregoing modifications provisions are specifically authorized under §174.006(a), TLGC and the parties intend to give it full effect to the foregoing modifications.

ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION

Section 1. Base Pay Per Rank. See Pay Table, Appendix A

Section 2. Seniority Pay. See Pay Table, Appendix A.

Section 3. Longevity Pay. See Pay Table, Appendix A.

Section 4. Certification Pay. See Pay Table, Appendix A.

Section 5. Education Pay. See Pay Table, Appendix A.

Section 6. Assignment Pay. See Pay Table, Appendix A.

Section 7. Authorization for Foregoing Pays. Each of the foregoing pays, which require authorization as per the requirements of Chapter 143, TLGC, are hereby authorized by virtue of the approval of this Labor Agreement by the City Commission, and will be paid if the individual officer satisfies the conditions for receiving such pay.

Section 8. Both Parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in of this Agreement upon the occurrence of either of the following two conditions:

- A. Where the electorate of the City of Pharr subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or,
- B. Where the City makes a good faith determination that because of an act of God, or a natural disaster, the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

Section 9. Subject to unexpected financial constraints, any freezes on wages will be across the board freezes along with non-civil service employees.

Section 10. Any resolution of issue(s) reached during a Collective Bargaining which may have a budgetary impact shall require the City Manager's recommendation, which would be non-binding on the City Council. Provisions of this Agreement may be revised and modified due to budgetary constraints or changes in the law

ARTICLE 10. OVERTIME PAY

Section 1. Overtime Pay. Except as otherwise provided in this Labor Agreement, all police officers shall earn and accrue overtime pay or comp time based on a forty hours worked workweek, such practice being in accordance with the Department's existing practices.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF PHARR for its civilian employees, as designated by the City Commission through official action at any given time.

Section 2. "Holiday" shall mean the actual holiday and not the City's designated day off for non-bargaining unit employees.

Section 3. Officers will receive holiday pay at their regular rate for the holiday regardless of whether they work it or not.

Section 4. Officers who work on a designated holiday shall receive, in addition to their regular rate of pay, premium pay at time and a half for hours actually worked on the designated holiday, regardless of whether the FLSA hours worked requirement is satisfied.

Section 5. If the officer so elects, comp time may be substituted for the premium pay for hours actually worked.

Section 6. An officer scheduled to work on a holiday may request leave to take the holiday off. If approved, the officer will still be paid the regular rate of pay for that holiday, but will not receive the premium pay at time and a half. The officer shall not be required to submit comp time or annual leave as a condition to taking the day off.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Accrual Rate. Officers shall earn and accrue vacation leave at the rate of fifteen (15) working days vacation leave in each year, except as otherwise provided in this Agreement; provided, however, that officers with twenty years or more of seniority shall accrue vacation leave at the rate of twenty (20) working days per year.

Section 2. Carry-Overs. Bargaining unit employees shall be allowed to carry over any unused vacation days from year to year, but may not accumulate more than a total of two years' worth of annual leave at any time. Accrual of vacation leave beyond two years' worth of such leave shall not be recognized or credited, except as provided for below. This provision specifically overrides contrary provisions under §143.046(c), TLGC and the carry-over provisions contained herein are specifically approved by the CITY's governing body upon approval of this Labor Agreement.

- A. Grandfathering Provision. Bargaining unit members who, at the execution and implementation of the Agreement have been allowed to accrue more than two years' worth of annual leave shall not lose that leave time in excess of two years, but shall not accrue any additional time in excess of two years.
- B. Under such circumstances, any accrual of vacation leave shall be abated indefinitely unless and until the accrued vacation leave bank falls below the two year cap, at which time vacation leave shall again continue to accrue up to the cap.

Section 3. Scheduling. Scheduling of vacation leave shall be handled in accordance with the operational needs of the department, as determined by the Chief of Police and/or the City Manager.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Police Officers shall earn and accrue sick leave time in accordance with the minimum requirements of §143.045, TLGC – fifteen working days each twelve months, pro-rata as per the statute.

Section 2. Accumulation of Sick Leave Time. Police Officers shall accumulate sick leave time in accordance with the minimum requirements of §143.045, TLGC and payout of any accrued sick leave benefits shall also be in accordance with §143.045, TLGC.

Section 3. Purpose of Sick Leave. Sick leave time is a privilege to be used for the sole purpose of wage continuation when a bargaining unit member is incapacitated due to a bona-fide illness, medical treatment and/or exposure to contagious disease that may jeopardize the health of others.

Section 4. Procedure for Notification. The procedure for notification of sick leave shall be handled in accordance with the directives set by the Chief of Police after consultation with ASSOCIATION representation. Any changes to the notification directive also require consultation with ASSOCIATION representation.

Section 5. Protocol. When sick leave is taken because of the illness, injury, or disability of the police officer personally, that employee shall concern themselves with their personal recovery and shall make every effort to effectuate a return to duty status as soon as reasonably possible.

Section 6. Use of Sick Leave for Others As Allowed by Law. Any time taken by an employee under the authority of the Family Medical Leave Act, or any other similar law, shall be charged against a police officer's accrued sick leave time. Sick leave utilization in connection with the requirements of a state or federal law may only be taken when the conditions for such leave, as prescribed by the applicable law, are satisfied. Abuse of any such privileges may subject the employee to disciplinary action.

Section 7. Administrative Investigation Privileges. City management reserves the right to investigate usage of sick leave by a police officer, and may require, upon reasonable suspicion, an employee to provide documentary proof in support of sick leave usage when requested to do so by supervisory management. Failure to cooperate in any such investigation may subject the member to disciplinary action.

Section 8. Sick Leave Donation Program. Bargaining unit members shall be allowed to use any sick leave donation program that exists under the CITY's civilian personnel policy, if any, provided, however, that the approving authority for any such program as it applies to police department personnel shall be the Chief of Police.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any bargaining unit employee, said employee shall be granted paid leave of up to three (3) working days per calendar year and within two weeks of the death.

Section 2. For purposes of this Article only, the term "immediate family" is defined as spouse, son, daughter, parents, grandparents, brother, sister, nieces, nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts and first cousins and anyone who resides in the household of the employee and is dependent on the employee for support.

Section 3. The Police Chief or his designee may upon the request of the employee, allow additional time off, subject to the operational needs of the department. Sick leave may not be used for bereavement leave purposes.

ARTICLE 15. INSURANCE BENEFITS

Section 1. Life Insurance. The CITY will provide the same level of term life insurance protection to every full time, permanent member of the bargaining unit as it does for its civilian employees.

Section 2. Should there be an increase in life insurance coverage for civilian employees, a similar increase shall be provided to the bargaining unit.

Section 3. Medical Insurance: The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY's civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF PHARR and its employees at any given time.

ARTICLE 16. PENSION BENEFITS

Section 1. The CITY shall contribute to the pension funds of individual bargaining unit members an amount equivalent to what the CITY provides to the CITY's civilian employees under the Texas Municipal Retirement System at any given time.

ARTICLE 17. SUBSTANCE ABUSE TESTING

Section 1. For purposes of this Labor Agreement, the baseline substance abuse testing policy shall be that designated by the CITY for its civilian employees, as established by the City Commission through official action.

Section 2. Provided, however, that given the heightened levels of substance abuse prevention and avoidance for public safety personnel, the Department may also establish, by departmental policy a substance abuse policy that is stricter than that afforded to civilian personnel.

Section 3. The parties understand and agree that in addition to the for cause standards of substance abuse allowed by state and federal law, the Department shall also establish a substance abuse testing program that will result in all officers being tested for substance abuse at least one each year.

Section 4. In this regard, the parties understand and agree that administrative orders to submit to a substance abuse test shall be random and given on little or no notice by administration.

ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES

Section 1. Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the CITY's authority to alter, modify, or otherwise change its pay cycles for police personnel so long as any modification is in accordance with state and/or federal law.

Section 2. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act and at the discretion of the Police Chief or the City Manager.

ARTICLE 19. CYCLE & SHIFT EXCHANGES

Section 1. Cycle Exchange. The Chief of Police or his designate may grant the request for any two (2) members of the bargaining unit, who are qualified and of equal rank, to exchange cycles of work if such trade will not disrupt normal police department operations. This exchange will be for the entire three month cycle of duty. The Chief's or his designee's determination shall be final and not appealable.

Section 2. Under no circumstances will overtime or workout of out classification pay be demanded by an employee for time worked during the "traded time". Overtime will be earned by the working officer as current practice dictates.

Section 3. Shift Exchange. Any two members of the Police Department of equal rank and who are equally qualified may exchange a working shift, with the approval of the supervising Sergeant for the shift in which the exchange takes place. The officer who is scheduled to work must give notice and secure approval no less than two (2) hours prior to roll call. If for any reason the substitute officer fails to show, it will reflect as an unscheduled absence for the officer originally scheduled to work.

Section 4. The exchange repayment will be between the two officers and the City will not be a party to any repayment due. Any overtime associated with the exchanged shift will be paid to the officer who is actually performed the work.

ARTICLE 20. ACCOMODATION FOR ASSOCIATION ACTIVITY

Section 1. Bulletin Board. The CITY shall allow for space on an existing bulletin board within the Police Department, which the ASSOCIATION may use to communicate matters relating to ASSOCIATION business to its members. Articles placed on such board shall be limited to local, state, or national meetings, announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates or issues or any matters or materials that are degrading or derogatory to the City, or to any public officials, will be allowed on the board and must be removed by the ASSOCIATION President, or his designate, upon request of the Police Chief, the City Manager, or their designate.

Section 2. Bargaining Sessions. For purposes of attending collective bargaining negotiations, up to four members of the ASSOCIATION's bargaining team, if scheduled to be on duty at the time a bargaining meeting or conference takes place, shall have the privilege of attending bargaining sessions without loss of pay or benefits; provided, however, that any such time spent shall be treated as on duty time and the police officer representative shall remain on call for all purposes.

Section 3. Other Union Activity. Two board members, from the recognized bargaining agent shall be permitted, without loss of pay, to attend the annual convention of the designated ASSOCIATION if such convention occurs during duty time of that officer and subject to the staffing needs of the department. Such paid leave time shall not exceed three (3) working days per calendar year. Travel time and associated expenses would not be at the expense of the City.

Section 4. Payroll Dues Deductions. The CITY agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the ASSOCIATION, from the pay of those police officers who individually request, in writing, that such deductions be made from their paycheck.

- A. The total amount of deductions shall be remitted once each month, together with the names of the police officer's from whom deductions were made by the CITY, to the Treasurer of the ASSOCIATION. The CITY shall forward to the ASSOCIATION a copy of all authorization or cancellation of voluntary deduction of ASSOCIATION dues by any police officer.

- B. This dues deduction provision is not intended to be exclusive and the CITY may offer, in its discretion, dues deduction to any other employee organization in accordance with its policies and practices.

ARTICLE 21. CONTINUING EDUCATION AND TRAINING

Section 1. A police officer who wishes to attend classes on their own time and obtain certification or credits for police related courses approved by the department may petition for reimbursement of tuition, subject to the availability of funds. Any such request must first be pre-approved by the Police Chief before the course is taken and the course must be successfully completed.

ARTICLE 22. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS

Section 1. The PARTIES understand and agree that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The PARTIES further understand and agree that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. In connection with any investigation into possible rules violations involving or implicating any member of the bargaining unit, the procedural requirements contained in this Article shall apply, as well as all other rights given to police officers under Chapter 143, TLGC.

Section 3. Order to Give Sworn Statement. If the Police Chief determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

- A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designee and must provide the following minimum information:

- 1) A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are believed to form the basis of the underlying investigation and provide an opportunity to provide a meaningful response;
- 2) A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;
- 3) A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding;
- 4) A time, place and date for provision of the statement in accordance with other requirements in this Article.

- 5) The right to have legal representation present during the course of giving a statement; provided, however that the legal representative may not interfere or interrupt the statement process.
- B. The Order to give a statement, if any, must be issued and served with no less than three (3) days notice to the officer in question.
- C. The scheduling of the Order shall be set during normal business hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer once transcribed.
- D. A statement shall be taken by one interviewer, who shall be a classified peace officer appointed by the Police Chief. The officer shall respond truthfully to all questions asked by the examining officer, but the witness shall not be subjected to offensive language or threatened with transfer, removal or disciplinary action during the interview; provided, however, that any admonishments about the consequences of untruthful statements contained in the Order to give statement shall not be considered a violation of this Article.

Section 4. Pre-Disciplinary Due Process Hearing. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 5. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information;

- A. The pertinent contents of the internal investigative file shall be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. The contents of the investigative file, shall be disclosed or shared with the officer or his representative no less than 48 hours in advance of the Due Process hearing. The officer shall be entitled to receive copies, upon request, of those portions of the investigative file requested by the officer.
- B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three days notice to the police officer. The Due Process hearing shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise.

Section 7. Disciplinary Action. If the Police Chief imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply. The Police Chief's decision shall be based only on the contents of the internal investigative file developed under his direction.

Section 8. The Notice of Disciplinary action shall contain the following information:

- A. The factual basis of the underlying disciplinary action, including date, time, place and incident;
- B. The rules and regulations violations upon which the disciplinary action is based;

C. The officer's right to appeal and appellate procedures

Section 9. To appeal from a disciplinary action, the officer must properly invoke the appeal process by filing a letter addressed to the Civil Service Director within ten (10) business days of personal receipt of the Notice of Disciplinary Action. The appeal notice must identify the disciplinary action from which the appeal is taken and must specify the reasons for the appeal. The appeal notice must further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a 3rd party hearing examiner under Section 143.057, TLGC are being invoked

- A. In addition, the Chief of Police is authorized to allow the officer to satisfy a disciplinary suspension of up to FORTY (40) work hours by substituting accrued paid time off that the officer may have as accrued comp time or vacation time. This option is allowable only if the officer accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. This provisions override and control any statutory provision to the contract contained in Chapter 143, TLGC.

Section 10. If the Police Chief elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, then the subject matter of that particular allegation shall be deemed to have been closed and concluded. Upon concluding an investigation the Chief or his designee will notify the officer that subject matter is closed and concluded.

Section 11. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article have been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as that adjudicative body finds appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 23. PHYSICAL FITNESS REQUIREMENTS

Section 1. Objective. The Pharr Police Department Safety Health and Physical Fitness Policy is designed to address the issue of good health and physical fitness for commissioned officers. The physical readiness testing is designed to determine the basic minimal functions necessary for a Pharr Police Officer and is directly related to the officers' job duties. Monitoring members' fitness for duty is essential for the safety and welfare of the members of the Department and the community. The purpose of this policy is to ensure that all members of this department remain fit for duty and able to perform their job functions.

Section 2. Policy. The Pharr Police Department strives to provide a safe and productive work environment and ensure that all members of this department can safely and effectively perform the essential functions of their jobs. Under limited circumstances, the Department may require a professional evaluation of a member's physical and/or mental capabilities to determine his/her ability to perform essential functions.

Section 3. Physical Fitness Testing During Employment for Commissioned Personnel. To comply Physical Fitness Programs and Standards: All full time, commissioned officers will be subject to physical fitness testing as follows:

1. One required Testing Period to operate through the fiscal year (October through September)
 - a. Between October 1st and September 30th, all commissioned employees must pass the Physical Readiness testing (PRT). Each commissioned employee is allowed three attempts to pass the required minimum standard. All PRT attempts must be completed by September 30th.

Section 4. Pre-Testing General Health Screening. All employees are required to have a preventive, general health screening conducted by a physician not longer than one year prior to participating in the PRT testing. A Preventative General Screening Pharr Training Division clearance form must be approved for participating by the employee's physician and maintained by the employee. The pre-screening clearance shall be done at least one month prior to testing. Any officer failing to comply with this section of the policy will result in a test failure and may be subject to disciplinary action.

- a. The Department certified fitness tester must view the clearance to verify a physician has approved the employee to participate in PRT testing. Certified fitness testers should not take possession of the clearance.
- b. Employee shall use their provided health insurance to obtain the required clearance.
- c. If the clearance form, completed by a physician, does not authorize participation in the PRT, the employee shall be required to submit to the 143.081 process.

1. Physical Readiness Testing (PRT).

The PRT performance standards are found in the next page. All commissioned employees must meet a minimum of 60% score for their age and gender. The employee may choose the Standard PRT, Combat Fitness Evaluation or any one of the Rowing options to complete their PRT. Employees will be allowed three attempts per testing period to pass the PRT. All attempts must be completed within the testing period.

An employee who fails to pass PRT is required to report that failure to the employee's immediate supervisor.

All PRT or organized fitness training events must have an AED and certified AED operator or department approved equivalent present. If an AED is not available, the Certified Fitness Tester shall summons an EMS service to remain at location for the duration of the test. EMS will remain at location to assess any officer in pain and discomfort and will be dismissed by the Certified Fitness tester.

At the end of each testing period, agency wide commissioned officer results will be reviewed by the PTD. The minimum percentage passing score may be adjusted with the recommendation of Chief of Police with approval by City Manager to address potentially disparate impact of the presumptive passing score on any class of individuals.

a. Standard PRT

Push-ups, with no time limit.

Abdominal crunches, a maximum number within two minutes.

One and a half (1½) mile run.

b. Combat Fitness Evaluation

Three rounds of:

One-minute wall ball

One-minute sumo deadlift high pull

One-minute box jump/step-ups

One-minute push press

One-minute row

One-minute rest between rounds

c. Rowing

2000 Meter Row – Damper 5

4 Minute Row Test – Damper 5

500 Meter Row – Damper 5

2. Documentation

The department certified fitness tester, conducting the physical readiness testing, will be required to document the results. The certified fitness tester will provide a copy of the completed results to the employee and the employee's immediate supervisor. The original will be forwarded the PD Training Coordinator.

The Department certified fitness tester will weigh each employee before administering any PRT testing and record the weight on the proper form. The tester is also responsible for ensuring the accuracy of the data on the form.

Weight will be measured on a calibrated digital or balance beam scale in the required physical training (PT) uniform, without running shoes.

The only authorized attire for the weigh-in will be approved regular cotton t-shirt, basketball shorts, running shorts, and socks. No other uniform or clothing garment is permitted. Shoes will be removed prior to evaluation.

3. Waivers

All waivers must be requested in writing and the request approved by the employee's Chief of Police or his/her designee. When the need for the waiver is foreseeable, the

employee must submit the request 30 to 45 days prior to the beginning of the testing period so that the process is completed during the testing period.

a. **Medical Waivers:** An employee must report to the training coordinator any medical condition that could affect the employee's ability to participate in the PRT. All medical waiver requests must be accompanied by a letter from a physician describing the physical condition that prohibits participation in the PRT. Letters from physicians for temporary or extended waivers must be issued within one month of the testing period.

Employees unable to perform some or all of the physical condition testing may apply for one of the following waivers:

1. **Temporary Waiver.** An employee with a temporary physical condition that prohibits them from participating in the PRT may request a temporary waiver. A temporary waiver may be granted per testing period.
2. **Extended Waiver.** An employee with a permanent physical condition that prohibits them from participating in the PRT may request an extended waiver. An extended waiver may be granted for a period determined by the Chief of Police or designee. After one testing cycle, if the employee remains unable to test, they will be subject to discipline up to and including termination.
3. The Chief of Police may request additional information from the employee or their attending physician if needed to assist with determining whether to approve a request.
4. An extended Waiver request may not exceed one year.

Section 5. Consequences of Failing to Comply with PRT Requirements

Commissioned officers who have not passed the PRT, not received a waiver, and have not otherwise attained compliance with this policy will be subject to the following:

- a. Inability to Promote until in compliance with this Article
- b. No special assignments and no outside employment
- c. No Authorized Over-time, except in cases of emergency
- d. Subject to discipline up to and including termination.

Section 6. Education. PTD is responsible for developing and implementing health and fitness education and training to assist commissioned employees in their efforts to improve their overall health and achieve individual fitness goals.

Commissioned officers desiring to improve their health and fitness are encouraged to participate in training and education offered by the PTD.

Section 7. Awards and Exemptions. The objective of the award and exemption program is to support and encourage all employees in the maintenance of good health and fitness. The Chief of Police or his designee are responsible for administering the award program for the commissioned employees.

1. Administrative Leave.

a. The Department shall grant administrative leave on a progressive award scale of no more than eight (8) hours per fiscal year for commissioned employees who exceed the minimum PRT fitness standards. All leave must be used within the fiscal year.

1) Administrative Leave will be granted at the following percentiles:

- a) 80%-89% 4 hours
- b) 90%-100% 8 hours

b. Each testing period is an independent process where an employee may earn administrative leave up to 8 hours per fiscal year. Any hours not used within the fiscal year shall be forfeited.

5. Fitness Star

a. Granting of a Fitness Star will be dependent upon the aggregate performance beyond the PRT minimum standards. The employee must attain a cumulative average to equal 90% or more.

For example, a 32-year-old male takes the PRT completing 80 sit-ups for a score of 96%, 68 push-ups for a score of 99%, and runs the one and a half mile in 11:24 for a score of 75%. The three percentage scores are added together and divided by three for an average score ($96+99+75=270$, $270/3=90$.) The employee finishes with an average score of 90%, earning the Fitness Star.

b. Once awarded, the Fitness Star Award may be worn on the uniform. The Fitness Star Award may be worn only if the officer continues to achieve 90% or more in each testing period.

c. A fitness pin with no star distinction may be worn by commissioned officers who achieve 80 to 89.9 % on their PRT. The pin may be worn only if the officer continues to achieve 80 to 89.9% in each testing period.

d. It will be the responsibility of the Pharr Police Department Training Division to confirm fitness distinction.

6. Recognition Awards

- a. The Department may publicize the names of employees awarded the Fitness Star and or Fitness Pin.

Section 8. Performance Expectations

1. Pharr Personnel shall follow this Article in conjunction with Pharr PD's Rules and regulations.
2. Failure to abide by this Article shall result in discipline up to and including termination.

ARTICLE 24. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3. Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:

- A. A brief statement of the grievance, including a description of the facts or events upon which it is based;
- B. The sections(s) of the Agreement alleged to have been violated,
- C. The remedy or adjustment sought; and,
- D. The bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances regarding interpretations of this labor agreement shall proceed along the following Steps:

Step 1: An aggrieved employee must initiate a grievance with the Association Grievance Committee within TWENTY (20) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. A courtesy copy of the grievance shall be forwarded to the Police Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance by the ASSOCIATION. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Police Chief in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within TWENTY (20) business days after receipt of the grievance, proceed to Step 2 of the procedure.

Step 2: Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Police Chief within five (5) business days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance, the Police Chief shall evaluate the grievance and shall within ten (10) business days submit his response in writing to the Association Grievance Committee. The Police Chief or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 3: If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the City Manager does not render a decision in this matter within ten (10) business days, the grievance shall be treated as having been denied on the 10th day.

Step 4: If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the date of the City Manager's decision to invoke arbitration. Notice of an intent to arbitrate shall be submitted to the City Manager and the Police Chief, but it shall remain the responsibility of the ASSOCIATION to take the necessary and timely steps to invoke the arbitration procedures outlined herein.

Section 5. Any of the administrative deadlines contained in the foregoing Steps, except for the invocation of arbitration, may only be extended or otherwise modified by agreement of the PARTIES in writing as necessary to address the substance of the grievance in a reasonable manner.

ARTICLE 25. ARBITRATION PROCEDURES

Section 1. If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days of the City Manager's final written decision at Step 4 request a list of seven (7) neutrals from either the American Arbitration Association ("AAA"). The list of neutrals shall consist of arbitrators who are certified by the National Academy of Arbitrators ("NAA").

Section 2. Nothing in this Agreement shall preclude the PARTIES from agreeing to a mutually acceptable arbitrator, but failure to agree upon an arbitrator shall not toll the deadlines for invoking arbitration. Copies of any correspondence or communications by the ASSOCIATION to an arbitration agency shall be served upon the City Manager, the City Clerk, and the Chief of Police or their designee.

Section 3. Within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the PARTIES shall use a strike procedure whereby an arbitrator is selected by having each PARTY strike in turn one (1) name from the list until only one name remains. The PARTY representatives shall determine which PARTY makes the first strike by a coin toss, such coin toss to be handled by the Case Manager at either AAA or FMCS. The remaining individual on the list of qualified neutral shall serve as the Arbitrator.

Section 4. The arbitrator so selected shall, through the proper agency be promptly notified of his selection and the parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 5. The hearing shall be scheduled within thirty days of the selection of the arbitrator, unless otherwise agreed to by the parties in writing.

Section 6. If the matter is submitted to arbitration under the foregoing terms; the Arbitrator shall adhere to the follow procedures and time-tables:

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and/or,
- B. Those agreed upon by written agreement of the parties.

Section 7. The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

Section 8. The Award shall be issued within thirty (30) days after conclusion of the evidentiary hearing, unless an extension is otherwise agreed upon by the PARTIES. A copy of the Award shall be mailed or delivered to the President of the Local and to the City Manager and City's Police Chief and their legal representative.

Section 9. With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement.

Section 10. Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 11. The cost of the arbitration, including transcription costs shall be borne equally between the ASSOCIATION and the CITY.

Section 12. Any and all time limits set forth in this article may be extended by written mutual consent, but if not so extended the limit must be strictly observed. Failure of the ASSOCIATION or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the CITY to respond within the time limits shall constitute a denial of the grievance and the Grievant or the ASSOCIATION may proceed to the next step.

Section 13. It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum; provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 14. Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure, except as provided below.

ARTICLE 26. MISCELLANEOUS PROVISIONS

Section 1. The CITY shall print and distribute sufficient numbers of this Agreement and to allow for one (1) copy of the Agreement to each bargaining unit member.

Section 2. Parking. The City shall provide, without cost to officers on duty, adequate parking space, either off-street or adjacent to duty station.

ARTICLE 27. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period. It is further agreed that provisions of this Agreement may be amended, in writing, by mutual consent (agreement) of the parties, upon thirty (30) days notice of a desire for an amendment or clarification to the opposing party.

Section 3. Any Appendices to this Agreement shall be incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 28. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

- Agreement** – refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, negotiated between the CITY OF PHARR and the ASSOCIATION;
- Association** – refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Union;
- Bargaining Agent** – refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF PHARR police officers under Chapter 174;
- Bargaining Unit** – all full time police officers employees, except the Police Chief, as defined by Chapter 174, TLGC.
- Budget (Fiscal) Year**- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
- Business Days** – shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.
- Calendar Year**- refers to a year beginning on January 1 and ending on December 31 of that year.
- CBA** – refers to a Collective Bargaining Agreement and, when specified, to this Agreement;
- Chapter 143** – refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Chapter 174** – refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Civil Service** – refers to the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code and related civil serviced statutes;
- Civil Service Commission or CSC** – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC for the City of Pharr;
- City or City of Pharr** – refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF PHARR, TEXAS;
- City Manager** – refers to the City Manager appointed under the City Charter or his or her designated representative;
- City Management** – refers to the chain of authority within the City's administrative structure starting within the Police Department and rising through to the City Manager and, if necessary, the City Commission;

Classified Service – refers to the civil service classifications, including all rights, obligations, privileges, procedures, and protocols established by Chapter 143 and related civil service statutes;

Department – unless otherwise specified, refers to the CITY OF PHARR Police Department;

Employee – unless otherwise specified, shall refer to police officer personnel who qualify as members of the bargaining unit;

Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF PHARR in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date – refers to the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of the labor agreement;

FLSA – refers to the Fair Labor Standards Act;

Grievance – is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of the Agreement as raised by the Grievance procedures in this Agreement.

Immediate Family Member – except as otherwise specifically provided for in this agreement, has the same meaning as contained in the Family Medical Leave Act and is limited to the employee, the employee's spouse and any minor children.

Labor Agreement – is this Collective Bargaining Agreement negotiated between the City and the majority bargaining agent (MBA).

Longevity Pay – refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143; treated separately from Seniority Pay.

Majority Bargaining Agent (MBA) – refers to the duly designated association recognized by the City Commission as the sole and exclusive bargaining agent for the City's qualified law enforcement officers as per Chapter 174, TLGC.

Member – refers to a police department employee who is a bargaining unit member;

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a ½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.

Parties – refers to the CITY OF PHARR and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the City issues pay checks for services rendered and for purposes of calculating the City's overtime pay obligations to individual employees under state or federal law.

- Police Chief** – refers to the Police Chief appointed as the department head for the Police Department, and includes the Police Chief's designated representative.
- Police Department** – refers to that department of the City of Pharr responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.
- Police Officer(s)** – refers to those CITY employees certified or licensed by the State of Texas to engage in law enforcement related activity authorized by their law enforcement certification and their commission by the City of Pharr, Texas.
- Seniority Pay** – refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee.
- TCOLE** – formerly TCLEOSE, shall refer to the Texas Commission on Law Enforcement;
- Time & a Half Pay** – shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by state or federal law. Different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.
- Union** –refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Association.

END OF DEFINITIONS

Grievance No. _____

EMPLOYEE STANDARD GRIEVANCE FORM

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Association grievance committee and subsequent steps of the procedure.

Name _____ Address _____ City/State/Zip _____ Phone _____

Division _____ Title/Rank _____ Station/Shift _____ Phone _____

1. **Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature _____ Date _____

Association Representative _____ Date _____

Police Chief/designee _____ Date _____

Grievance No. _____

GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
Division	Title/Rank	Station/Shift	Phone

Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

Grievance Committee Representative _____ Date: _____

APPENDIX “A”
COLLECTIVE BARGAINING AGREEMENT
FY2021-2022 thru FY 2023-2024

1. BASE PAY AMOUNTS – ANNUALLY

Classification	FY 2021-2022	FY 2022-2023	FY 2023-2024
Police Cadet	30,000.00	30,000.00	30,000.00
Patrol Officer (Probationary)	37,500.00	37,500.00	37,500.00
Patrol Officer	48,776.00	50,728.00	52,757.00
Sergeant	55,786.00	58,018.00	60,339.00
Lieutenant	61,471.00	63,874.00	66,429.00
Deputy Chief	Management Rights	Management Rights	Management Rights
Asst. Chief	Management Rights	Management Rights	Management Rights

*For reference purposes only. The use of this chart is not intended to, nor shall it be interpreted as, a derogation of the CITY’s exclusive authority and management right to determine the both the nature of the rank structure to be used in the police department, as well as the number of budgeted positions to be allocated to each identified rank within the police department.

Probationary Police Officers as defined under Chapter 174, TLGC must meet the definition of a police officer under Chapter 174, TLGC before being fully entitled to the benefits of this Labor Agreement.

Effective date means first full pay period after any stated date.

2. SENIORITY PAY - ANNUALLY

Seniority pay is available to all members of the bargaining unit after completion of the entry-level probationary period using the anniversary of the last date of hire as a City of Pharr police officer as follows:

YEARS	FY 2021-2022	FY 2022-2023	FY 2023-2024
1	\$250.00	\$250.00	\$250.00
2	\$500.00	\$500.00	\$500.00

3	\$1,500.00	\$1,500.00	\$1,500.00
4	\$2,000.00	\$2,000.00	\$2,000.00
5	\$3,500.00	\$3,500.00	\$3,500.00
6	\$3,750.00	\$3,750.00	\$3,750.00
7	\$4,000.00	\$4,000.00	\$4,000.00
8	\$5,000.00	\$5,000.00	\$5,000.00
9	\$5,250.00	\$5,250.00	\$5,250.00
10	\$5,500.00	\$5,500.00	\$5,500.00
11	\$5,750.00	\$5,750.00	\$5,750.00
12	\$6,000.00	\$6,000.00	\$6,000.00
13	\$6,500.00	\$6,500.00	\$6,500.00
14	\$6,750.00	\$6,750.00	\$6,750.00
15	\$7,500.00	\$7,500.00	\$7,500.00
16	\$7,750.00	\$7,750.00	\$7,750.00
17	\$8,000.00	\$8,000.00	\$8,000.00
18	\$8,500.00	\$8,500.00	\$8,500.00
19	\$9,000.00	\$9,000.00	\$9,000.00
20	\$10,000.00	\$10,00.00	\$10,000.00
21	\$10,300.00	\$10,300.00	\$10,300.00
22	\$10,600.00	\$10,600.00	\$10,600.00
23	\$10,900.00	\$10,900.00	\$10,900.00
24	\$11,200.00	\$11,200.00	\$11,200.00
25	\$11,500.00	\$11,500.00	\$11,500.00
26	\$11,800.00	\$11,800.00	\$11,800.00
27	\$12,100.00	\$12,100.00	\$12,100.00

Appendix "A"
Pay Table

28	\$12,400.00	\$12,400.00	\$12,400.00
29	\$12,700.00	\$12,700.00	\$12,700.00
30+	\$13,000.00	\$13,000.00	\$13,000.00
31	\$13,300.00	\$13,300.00	\$13,300.00
32	\$13,600.00	\$13,600.00	\$13,600.00
33	\$13,900.00	\$13,900.00	\$13,900.00
34	\$14,200.00	\$14,200.00	\$14,200.00
35	\$14,500.00	\$14,500.00	\$14,500.00

Seniority Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

3. LONGEVITY PAY

Longevity pay is available for only certified police officers after completion of the entry-level probationary period as set forth below. Longevity pay satisfies the minimum statutory requirements set out in Chapter 141, TLGC.

YEARS	ANNUAL AMOUNT	CUMULATIVE AMOUNT
1	\$75.00	
2	\$75.00	\$150.00
3	\$75.00	\$225.00
4	\$75.00	\$300.00
5	\$75.00	\$375.00
6	\$75.00	\$450.00
7	\$75.00	\$525.00
8	\$75.00	\$600.00
9	\$75.00	\$675.00

10	\$75.00	\$750.00
11	\$75.00	\$825.00
12	\$75.00	\$900.00
13	\$75.00	\$975.00
14	\$75.00	\$1,050.00
15	\$75.00	\$1,125.00
16	\$75.00	\$1,200.00
17	\$75.00	\$1,275.00
18	\$75.00	\$1,350.00
19	\$75.00	\$1,425.00
20	\$75.00	\$1,500.00
21	\$75.00	\$1,575.00
22	\$75.00	\$1,650.00
23	\$75.00	\$1,725.00
24	\$75.00	\$1,800.00
25	\$75.00	\$1,875.00
26	\$75.00	\$1,950.00
27	\$75.00	\$2,025.00
28	\$75.00	\$2,100.00
29	\$75.00	\$2,175.00
30	\$75.00	\$2,250.00
31	\$75.00	\$2,325.00
32	\$75.00	\$2,400.00
33	\$75.00	\$2,475.00

Appendix "A"
Pay Table

34	\$75.00	\$2,550.00
35	\$75.00	\$2,625.00

Longevity Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

4. CERTIFICATION PAY

Certification pay is available to all certified police officers in the department and is set out below. Certification pay is not cumulative.

Certification Pay Titles	Annual Certification Pay
Basic	\$-0-
Intermediate	\$1,200.00
Advanced	\$1,800.00
Master	\$2,600.00

Certification Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

5. EDUCATION PAY

Education pay is available to all certified police officers in the department for successful completion (a passing grade) of courses that are part of a degree plan at an accredited college or university as follows:

HOURS COMPLETED	ANNUAL PAY
60 hours	\$1,200.00
90 hours - Associates Degree	\$1,600.00
Bachelors Degree	\$2,100.00
Master Degree	\$2,600.00

Education Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing

amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

6. ASSIGNMENT PAY

Assignment pay is limited to authorize positions and is available for persons who perform certain specified job duties as follows:

JOB DUTIES POSITIONS	ANNUAL PAY	AUTHORIZED ASSIGNMENTS
CID Detectives	\$2,500	26
CID Lieutenant	\$2,500	1
CID Supervisor	\$2,500	2
I.A. Investigator	\$2,100	1
Training Coordinator	\$1,200	1
Field Training Officer	\$1,200	10
K-9 (Canine Unit)	\$1,200	6
SWAT Team	\$1,200	10
Hostage Negotiator	\$1,200	6
Intoxilizer Operator	\$1,200	8
Physical Fitness Specialist	\$1,200	2
Crime Prevention	\$1,200	4
Fire Arms (Range Master)	\$1,200	1
Senior Officer	\$1,200	6

The allocation of assignment pays lies entirely within the discretion of the Chief of Police, and such assignments shall be made with regard to the operational needs of the department, as determined by the Chief of Police; provided, however, that no officer may hold more than two assignments.

Assignment Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Assignment pays are paid only during the times that the police officer is formally assigned to the identified duties.

END OF APPENDIX "A"
END OF DOCUMENT