

ORDINANCE NO. 21-75

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND THE PORT ARTHUR POLICE ASSOCIATION. PROPOSED FUNDING: POLICE DEPARTMENT BUDGET ACCOUNT NO. 001-17-045-8911-00-30-000

WHEREAS, the City of Port Arthur has negotiated a Collective Bargaining Agreement with the Port Arthur Police Association pursuant to Chapter 174 of the Texas Local Government Code Annotated, the Fire and Police Employees Relation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council hereby authorizes the Mayor and City Manager to execute said Collective Bargaining Agreement on behalf of the City in substantially the same form as attached hereto as Exhibit "A".

Section 3. That the effective date of the contract shall be October 1, 2021 through September 30, 2024.

Section 4. That a copy of the caption of this Ordinance be spread upon the Minutes of the City Council.

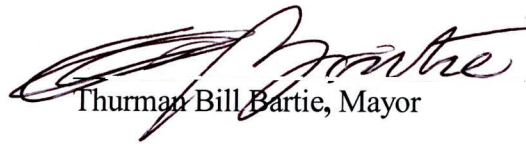
READ, ADOPTED, AND APPROVED on this 21st day of October A.D., 2021, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following

vote: AYES:

Mayor: Bartis; Mayor Pro Tem Frank;

Councilmembers: Edmes, Kinslow, Marki
and Myles.

NOES: None.



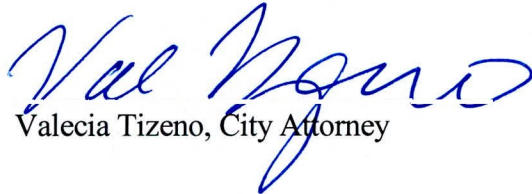
Thurman Bill Bartie, Mayor

ATTEST:




Sherri Bellard, City Secretary

APPROVED AS TO FORM:



Valecia Tizen, City Attorney

APPROVED FOR AVAILABILITY OF FUNDS:



Kandy Daniel,
Interim Director of Finance

APPROVED FOR ADMINISTRATION:



Ron Burton,
City Manager

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORT ARTHUR

&

THE PORT ARTHUR POLICE ASSOCIATION

EFFECTIVE FROM 10/01/2021 THROUGH 9/30/2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PREAMBLE.....	4
ARTICLE 2 – DURATION	4
ARTICLE 3 – DEFINITIONS	5
ARTICLE 4 –RECOGNITION.....	6
ARTICLE 5 – ASSOCIATION RIGHTS.....	7
ARTICLE 6 – NON-DISCRIMINATION	8
ARTICLE 7 – INTENTIONALLY LEFT BLANK	9
ARTICLE 8 – MANAGEMENT RIGHTS	9
ARTICLE 9 – NO STRIKE CLAUSE	10
ARTICLE 10 – PRE-EMPTION CLAUSE	11
ARTICLE 11 – CREATION OF RULES AND REGULATIONS	11
ARTICLE 12 – HIRING PRACTICES	11
ARTICLE 13 – PROMOTIONS.....	13
ARTICLE 14 – SENIORITY	16
ARTICLE 15 – TRAINING.....	16
ARTICLE 16 – OFF-DUTY EMPLOYMENT.....	17
ARTICLE 17 – GRIEVANCE PROCEDURE	17
ARTICLE 18 – WAGES.....	20
ARTICLE 19 – ASSIGNMENT PAYS.....	23
ARTICLE 20 – COURT PAY	24
ARTICLE 21 – BILINGUAL PAY	24
ARTICLE 22 – PER DIEM	24
ARTICLE 23 – RESIDENCY INCENTIVE.....	25
ARTICLE 24 – ANNUAL LEAVE (VACATION/HOLIDAYS).....	26
ARTICLE 25 – SICK LEAVE.....	27
ARTICLE 26 – FUNERAL LEAVE	28
ARTICLE 27 – COMPENSATORY/OVERTIME PAY	28
ARTICLE 28 – JURY DUTY.....	29
ARTICLE 29 – LEAVES OF ABSENCE.....	29
ARTICLE 30 – DISCIPLINARY ACTIONS.....	30

ARTICLE 31 – BILL OF RIGHTS	30
ARTICLE 32 – MEDICAL AND DENTAL INSURANCE	34
ARTICLE 33 – BULLET PROOF VESTS	34
ARTICLE 34 – RETIREMENT	35
ARTICLE 35 – PATROL CAR PROTECTIVE CAGES	35
ARTICLE 36 – CLOTHING AND EQUIPMENT	35
ARTICLE 37 – PSYCHOLOGICAL SERVICES	37
ARTICLE 38 – FAMILY MEDICAL LEAVE ACT.....	38
ARTICLE 39 – ASSOCIATION LEAVE.....	38
ARTICLE 40 – SAVINGS CLAUSE.....	39
ARTICLE 41 – DRUG AND ALCOHOL POLICY.....	39
ARTICLE 42 – INCLEMENT WEATHER	46
ARTICLE 43 – LONGEVITY.....	46
ARTICLE 44 – FITNESS CHALLENGE PAY	47
ARTICLE 45 – FULL AND FINAL SCOPE OF THE AGREEMENT	47
ATTACHMENT 1 – RELEASE OF LIABILITY AGREEMENT	49
ATTACHMENT 2 – RESIDENCY INCENTIVE CHART.....	51

**ARTICLE 1
PREAMBLE**

The following Agreement by and between the City of Port Arthur, Texas, hereinafter referred to as the City, and the Port Arthur Police Association, hereinafter referred to as the Association, is reduced to writing, in accordance with the Fire and Police Employee Relations Act of the State of Texas (Local Government Code Chapter 174). The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement. The agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Police Officers. Therefore, this Agreement is intended to be in all respects in the public interest.

**ARTICLE 2
DURATION**

Section 1

This Agreement shall be effective October 1, 2021, and shall remain in full force and effect through the 30th day of September 2024, or until such time as it is superseded by a new contract between the parties, provided, however, that in no event shall this Agreement continue in effect after December 31, 2024.

Section 2

The City and Association agree that the parties will meet no later than March 1, 2024, to initiate discussions with regard to a new collective bargaining agreement to take effect upon expiration of this Agreement. Subsequent to the initial meeting of the parties, the parties agree to meet, unless mutually agreed, at least every twenty-one (21) days thereafter, until an agreement is reached or an impasse is declared. Both parties agree to meet and bargain in good faith.

ARTICLE 3
DEFINITIONS

- A. "Association" means the Port Arthur Police Association.
- B. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
- C. "Chief" means the Chief of Police of the City of Port Arthur, or his designee.
- D. "City" means the City of Port Arthur.
- E. "City Manager" means the City Manager of the City of Port Arthur.
- F. "Complainant" means a person claiming to be the victim of misconduct by a police officer.
- G. "Department" means the Police Department of the City of Port Arthur.
- H. "Employee" (also referred to as "officers") means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police and no more three (3) appointees of the Chief above the rank of Captain, as defined under Section 4 of the Promotions Article of this contract; provided, however, such employee must be required by applicable state law to be included in this bargaining unit.
- I. "Bargaining Unit" means all "employees" as defined above.
- J. "Gender" reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
- K. "Grievance" means any and all disputes arising under the Grievance Procedure in Article 17.
- L. "Integrity" means soundness or moral principle and character, as shown by one person dealing with others and fidelity and honesty in the discharge of trusts; it is synonymous with "probity", "honesty," and "uprightness."
- M. "Management" means any authorized person acting on behalf of the City in the administration of this Agreement.

N. "Probationary Period" means the twelve (12) month period immediately following the date of employment as a certified Port Arthur Police Officer.

O. "Strike" means, the failure, in concerted action with others, to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, or in any manner interfering with the operation of any municipality, for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations or employment.

ARTICLE 4 RECOGNITION

Section 1

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the bargaining unit as defined in the Definitions Article. The right of the Association as sole and exclusive bargaining agent as hereinafter described in this agreement includes sole and exclusive payroll deduction of dues from employee paychecks for membership in any organization which has as its purpose representation of employees in collective bargaining matters; sole and exclusive access and use of the Association bulletin boards, subject to the provisions of the Association Rights Article in this Agreement; sole and exclusive representation rights under the grievance procedure herein (except to the extent that such representation may be specifically limited on disciplinary actions under other Articles herein); sole and exclusive time off for Association business; and any other activity set forth in this Agreement that establishes a sole and exclusive Association right.

Section 2

The Association recognizes that the City Council and City Manager have exclusive authority to designate representative(s) as the sole representative of the City for the purpose of collective bargaining. The Association agrees to bargain in good faith with this representative and only with this representative in all matters presented by either party for collective bargaining; subject to the

Association's right to engage in political activity as recognized under the First Amendment to the United States Constitution, Chapter 143 of the Texas Local Government Code, and other applicable statutes. It is understood that matters subject to collective bargaining shall be primarily dealt with by the appointed representatives.

ARTICLE 5 ASSOCIATION RIGHTS

Section 1

The City shall deduct, once each month, Association dues and assessments in an amount authorized by the employee, from the pay of those employees who individually request, in writing, that such deduction be made. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions and other assessments must personally sign the appropriate form in the Police Department.

All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the Association with a list of those members for whom dues are deducted each month.

Section 2

The Board shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits, shall be conducted in a manner so as not to interfere with the functions of the Department.

The Association President shall be permitted, without loss of pay, to attend the annual convention of the Combined Law Enforcement Associations of Texas. The purpose of attendance shall be to continue education in labor relations and to obtain information and material for the promotion of better working conditions and morale for the members of the Port Arthur Police Department. Such leave shall not exceed two (2) working days per calendar year.

Section 3

The Association may maintain one (1) bulletin board at the police station. The bulletin board shall be no larger than two feet by four feet and placed in a conspicuous location. The board may be used for notices of recreation and social affairs, meetings, elections, reports of Association committees, rulings or policies of the State or National Association, legislative enactments and judicial decisions affecting public employee labor relations, and announcements pertaining to the political activities of the Association. The Association agrees to hold harmless, and indemnify the City for any and all legal actions arising from or resulting from, materials placed on the Association's bulletin board as shown in this section.

ARTICLE 6 NON-DISCRIMINATION

Section 1

The Chief shall make available to every employee a copy of all special orders, general orders, training bulletins, city personnel policy, police department operations manual, rules and regulations, and a copy of this Agreement.

Section 2

The Association and the City agree:

- A. That the provisions of this agreement shall be applied equally to all employees without discrimination in accordance with applicable laws and that they shall not interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.
- B. That neither party shall knowingly make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, or modifies, any provision of this Agreement.
- C. No Association official, representative, or agent of the Association shall coerce, discriminate, intimidate, threaten or otherwise attempt to compel a non-Association employee to join the Association.

Section 3

The City shall not unlawfully:

- A. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, as described in Article 4, Section 1, (RECOGNITION) to another labor organization that can be certified under Section 174 et seq. Local Government Code, V.T.C.S. as an exclusive bargaining representative.
- B. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- C. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by any employee organization.

ARTICLE 7 (INTENTIONALLY LEFT BLANK)

ARTICLE 8 MANAGEMENT RIGHTS

It is understood that the management and direction of the working force is vested exclusively in the City as the Employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the working force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours

of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

ARTICLE 9 NO STRIKE CLAUSE

Section 1

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

Section 2

In the event of a strike, the President of the Association shall, within 24 hours of such knowledge, publicly disavow such strike and request the employees to return to work in an attempt to bring about prompt resumption of the normal operations. Such request shall be made in writing. A copy of such written request shall be supplied to the City as soon as is practical.

Section 3

Any employee who participates in, or promotes a strike, as defined herein, may be disciplined, including dismissal, pursuant to the Disciplinary Article contained in this Agreement.

**ARTICLE 10
PRE-EMPTION CLAUSE**

The terms of this collective bargaining agreement shall take precedence over inconsistent or conflicting provisions of the Texas Municipal Civil Service Statute, Chapter 143, Vernon's Texas Codes Annotated, as amended, and any local civil service provisions adopted by the City.

**ARTICLE 11
CREATION OF RULES AND REGULATIONS**

Section 1

Subject to the terms of this Agreement, the Association recognizes that the City has the exclusive right to manage and direct the Police Department. Accordingly, the City specifically reserves the exclusive right to formulate departmental policy, rules and regulations.

Section 2

All employees must observe and obey all departmental rules and regulations. Employees who violate any departmental rules or regulations are subject to disciplinary action, including discharge.

**ARTICLE 12
HIRING PRACTICES**

Section 1

Hiring practices shall be strictly in compliance with State Civil Service and other state and federal laws except as specifically altered and set out herein. Additionally, hiring practices shall comply with Section 9.11, 9.13, 9.16, 9.17, 9.20, 9.23, and 9.24 of local civil service rules as in effect on August 5, 2005, except as specifically altered and set out herein:

- (1) The age limitation for hiring is eliminated. Employer may hire police academy cadets without necessity of civil service examination provided that the individual obtains a peace officer license from the Texas Commission on Law Enforcement (TCOLE) within one (1) month of graduation from an accredited academy.

- (2) Once an eligibility list has been established pursuant to State Civil Service laws and local civil service rules, the Chief of Police may hire any person, without regard for ranking or position on the list, who has been qualified to be on the eligibility list if the person meets all other criteria required by state and federal laws to be hired as a police officer.

The City may add seven (7) residency points to the final eligibility score of all applicants who can prove they are, and have been, for three (3) months prior to the examination date, bona fide residents of the City of Port Arthur, and who attain a raw score of seventy (70).

Individuals accepting residency points shall be required to remain Port Arthur residents for a period of five (5) years after appointment as a Port Arthur Police Officer. Those employees who fail to comply with the five (5) year residency requirement after receiving the additional residency points shall be subject to termination. Said points may be used in the City's hiring determination. In the event that this Article becomes the subject of litigation, the City of Port Arthur agrees that it shall indemnify, hold harmless, and provide defense for the Union and any or all Union Officers who are subjects of such litigation. The parties will continue discussion regarding these articles and agree to a re-opener solely, and only, for this article which would provide for amending language mutually agreeable to the Chief of Police and the President of the Port Arthur Police Association.

- (3) Those applicants approved by the Police Chief as lateral entry candidates shall be made a conditional offer of employment, subject to successful completion of a City pre-employment medical examination, drug screen, psychological examination and physical fitness assessment.

- (4) Police Chief may appoint lateral entry hires without regard to any applicants on any eligibility list established by Chapter 143 or by Article 12 of the current CBA.
- (5) Compensation for Lateral entry employees may be placed on the salary scale for Police Officer up to the five (5) year level, but no more than their actual commissioned law enforcement tenure at the discretion of the Police Chief, taking into account the lateral entry employees' law enforcement background and experience, previous law enforcement compensation, the needs of the Port Arthur Police Department and any other factors determined pertinent by the Police Chief. The determination of the lateral entry employees' salary by the Police Chief is final. The placement of a lateral entry employee upon the salary scale shall not be subject to appeal to the Civil Service Commission or to arbitration or to any court by either the lateral entry employee or any other employee covered by the Collective Bargaining Agreement. After a year of service, the Police Chief may adjust a lateral entry employee's salary upward for satisfactory job performance, but no higher than the five (5) year level. Thereafter, the lateral entry employee shall proceed through the remaining steps of the pay scale on each anniversary date.

ARTICLE 13 PROMOTIONS

Section 1

All promotions shall be made in accordance with Municipal Civil Service, Chapter 143, of the Local Government Code of the State of Texas, except as inconsistent with or modified by the terms of this Agreement.

Promotable positions in the Department shall include the rank of Sergeant, Lieutenant, Captain, with the sole exception of those three (3) positions specifically addressed in Section 4 of this

Article. If no current promotion eligibility list exists, the written examination shall be held within ninety (90) days after a vacancy occurs.

Section 2

Written test material for all promotional examinations may include all or any combination of the following source materials; Texas Penal Code, Texas Code of Criminal Procedures, Texas Traffic Laws, Texas Family Code, and no more than two (2) other sources which pertain to the position being tested. The City agrees to provide all source material to each individual officer taking the exam.

Section 3

Promotional examinations will be held in accordance with the provisions of Local Government Code 143. However, the provisions of LGC 143 are hereby modified to provide that in order for a police officer to be eligible to qualify for promotion to the rank of Sergeant, the person must have four (4) consecutive years of service with the City of Port Arthur Police Department as a commissioned police officer prior to the date the examination is held. After achievement of the position of sergeant, the provisions of Section 143.028 (b) of the Local Government Code will apply as it pertains to promotions.

Section 4

The Chief of Police may appoint from the bargaining unit, at his discretion, subject to the approval of the City Manager, three (3) positions below the rank of Chief, who will execute the Release of Liability Agreement attached as Attachment "1" Those appointed shall serve at the pleasure of the Chief of Police and may be demoted to their previously held civil service rank without cause. Five (5) consecutive years of service with the City of Port Arthur Police Department are required in order for a person to be eligible for appointment to the three positions immediately below the rank of Chief.

All assignments or lateral transfers within the department are at the sole discretion of the Chief of Police. If a demotion of an appointee would cause another to be demoted, the City shall authorize

one additional staffing position in order to avoid bumping. Additional demotions after the first will require incumbent to be bumped. The City may reduce one extra staffing position later by attrition in order to return to the previously authorized number of positions.

In the event a “bump” demotion occurs as a result of the Chief of Police naming his appointees to the three positions directly below the rank of Police Chief, pursuant to Section 143.014 of Civil Service, the affected demoted officer(s) will revert to their previous rank, and will retain all seniority from their previous service in the rank to which they have been demoted, as well as their service in the higher rank, for purposes of determining shift assignments based on the length of service “in rank.” Any officer who is demoted to his prior rank will, for a period of twelve months, be placed on a Position Reinstatement List in order of demotion date, and shall be promoted into the previously-held higher rank without the necessity of taking another promotional examination, should a vacancy occur in the higher rank.

If the Chief makes known to the bargaining unit his intent to fill any or all three of the appointed positions or to reappoint in the event of a vacancy, and no bargaining unit member applies for such appointment within 30 days of notification, the Chief may consider appointment from outside the bargaining unit for that position on that occasion.

Section 5

If a tie for a promotional rank occurs, the first tiebreaker shall be the raw score, then seniority as determined by this agreement. If there is still a tie, then the tiebreaker will be determined by the date his/her employment application was turned in.

Section 6

Promotional examinations shall be conducted in strict compliance with Section 143.032 of the Local Government Code and the Port Arthur Civil Service Commission Rules and Regulations, except as specified herein. No Police Department personnel shall actively participate in the preparation of or have prior access to the examination.

ARTICLE 14
SENIORITY

Section 1

Bargaining unit members shall have seniority determined by date of appointment as a Port Arthur police officer or date of rank, whichever is applicable for the circumstances as determined by language in this contract.

Seniority shall be the sole factor in layoff and recall, with the least senior being first subject to layoff and the most senior first subject to recall. In the event of a tie in the seniority of two or more officers, the officer placing highest on the hiring or promotional list shall be the senior.

Section 2

Adjusted Service Date for Police Officers is the date established by adjusting an employee's anniversary date to reflect service completed while employed in a regular or probationary status as a Port Arthur Police Officer prior to current employment period. An employee must be re-employed by the City's Police Department as a Police Officer for five (5) continuous years before prior service credit may be restored and an adjusted service date established, except that the Police Officer, upon approval of the Chief of Police, may be reappointed to the police force to the seniority held prior to the Police Officer's resignation if said resignation has not been in effect more than one hundred eighty (180) days. Service Credit shall not be given for time out of service.

ARTICLE 15
TRAINING

The City will comply with minimal TCOLE training requirements. Further the City will endeavor to provide additional training above TCOLE minimums as determined by the Police Chief's assessment of Departmental needs. Required and approved training time will be deemed time worked.

**ARTICLE 16
OFF-DUTY EMPLOYMENT**

Officers shall be permitted to work off-duty employment. Rules consistent with Chapter 143.051 (12) of the Texas Local Government Code and 15.01(1) of the Civil Service Rules for the City of Port Arthur will be implemented governing the use of police department vehicles in conjunction with off-duty employment. Permission to work such jobs shall not be arbitrarily withheld and no officer shall be required to perform off-duty employment. This shall not be construed to allow refusal to work overtime.

Off-duty employment not related to police work shall be permitted except in cases where such employment would adversely affect the officer's ability to perform his duties as a police officer.

Officers permitted to take an off-duty assignment outside the City of Port Arthur shall not wear the City of Port Arthur police uniform unless specifically authorized by the Chief.

**ARTICLE 17
GRIEVANCE PROCEDURE**

Section 1 (Scope of Procedure)

A grievance is defined as a claim that an express provision of this agreement has been violated. Only grievances involving the interpretation, application, or alleged violation of a specific clause of this agreement may be submitted to the grievance procedure.

Section 2 (Time Limits)

The parties shall adhere to the time limits as set forth in the procedure. In the event the employee or Association fails to meet the time limits at Step One (1) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any deadline or time restrictions set out in this Contract with respect to grievance proceedings may be modified by written agreement of the

parties, however, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

Section 3 (Steps)

A grievance as defined above shall be handled as follows:

Step 1. Each employee is encouraged to attempt an informal solution to impending grievances by verbally apprising his immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the employee chooses to by-pass an informal resolution attempt, he shall submit the issue in writing to Association Grievance Committee or the Association President, within seven (7) calendar days of the employee's actual or constructive knowledge of the occurrence of the event causing the problem.

The Association Grievance Committee shall meet and determine if a grievance exists within fourteen (14) calendar days of submission by the employee. In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved employee, shall proceed to Step 2. In the event that the Grievance Committee decides that no grievance exists, there shall be no further action taken under this procedure.

Submission of the grievance by the Association at Step 2 within twenty-one (21) days of the employee's actual or constructive knowledge of the occurrence of the event causing the problem, shall be considered proof of compliance of the seven (7) and fourteen (14) day time limitations at this step.

Step 2. If a grievance is believed to exist, it shall be presented in writing to the Chief and shall include (1) a statement of the grievance and all facts on which it is based; (2) the sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature; and (5) the date and the signature of the Chairman of the Association's Grievance Committee and/or the President of the Association. The Chief shall have fifteen (15) calendar days to act on the grievance and render a decision in writing to said Chairman and/or the President of the Association.

Step 3. If the grievance is not resolved at Step 2, the matter shall be submitted in writing to the City Manager within seven (7) calendar days from receipt of the decision at Step 2.

The City Manager shall submit a decision in writing within twenty (20) calendar days to the Chairman of the Association's Grievance Committee and/or the President of the Association.

If the grievance has not been settled at Step 3, the Association shall have ten (10) calendar days from the date the City Manager submits his written decision to the President and/or Grievance Committee Chairman of the Association, in which to appeal the grievance to arbitration for adjustment. The appeal shall be submitted in writing to the City Manager.

Section 4 (Special Grievances)

The President of the Association or his designee may file a class action grievance on behalf of any bargaining unit members pursuant to this Article.

Section 5 (Arbitration)

If a grievance is submitted to arbitration, the City and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) arbitrators who are active members of the National Academy of Arbitrators shall be requested jointly or by either of the parties from the American Arbitration Association (AAA). Within five (5) working days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at this decision on the issue or issues presented and shall

confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be final and binding upon the City and the Association. Provided, however, the parties reserve the right to appeal to the District Court in Jefferson County, Texas, on the grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction or that the decision was procured by fraud, collusion or other unlawful means.

The costs of the Arbitrator shall be shared equally by the parties. Any other costs shall be assumed by the party incurring such costs, except that employees of the City of Port Arthur who are called as witnesses for either side shall not be penalized by attendance at a hearing while on duty.

ARTICLE 18 WAGES

Section 1

Wage Increases shall be provided as follows:

- Fiscal Year 2021/2022 – two (2%) wage increase in base salary for regular hours of work.
- Fiscal Year 2022/2023 – “me too”
- Fiscal Year 2023/2024 – “me too”

***This provision will also include a “me too” clause to provide an increase in salary in the event any other civil service or non-civil service employee groups are provided with a salary increase.*

See wage chart:

Police Officer	10/01/21	10/01/22 **	10/01/23 **
Entry	\$5,205.41		
1 Year	\$5,309.52		
2 Years	\$5,518.99		
4 Years	\$5,736.85		
6 Years	\$5,963.40		
8 Years	\$6,126.39		
10 Years	\$6,371.45		
12 Years	\$6,626.30		
14 Years	\$6,891.38		
Sergeant			
Entry	\$7,506.33		
5 Years	\$7,766.38		
10 years	\$7,921.71		
Lieutenant			
Entry	\$8,170.82		
5 Years	\$8,434.20		
10 years	\$8,602.88		
Captain			
Entry	\$8,774.94		

Section 2

Annual regular hours are based on 40 hours per week for total annual regular hours of 2,080 hours for all bargaining unit personnel.

Section 3

City of Port Arthur Police Officers who provides proof of receipt of certification at the

following levels shall receive certification pay in the amounts, only at the highest level of the following certification/incentive pay tracks:

A. POLICE OFFICER LEVEL	CURRENT
Intermediate	\$100.00
Advanced	\$200.00
Master	\$300.00

All certifications shall be issued by TCOLE. Officers who pay the thirty-five dollar (\$35.00) administrative fee and receive the Master Police Officer certification from TCOLE will be reimbursed the thirty-five dollar (\$35.00) administrative fee.

B. DEGREE LEVEL	CURRENT
Bachelor's Degree	\$200.00
Master's Degree	\$300.00

All degrees shall be from an institution accredited by one of the six (6) regional accreditors for higher education in the United States of America.

Track A and B cannot be combined. Officers may choose the track most suitable for their career and professional development.

Section 4

The City will issue paychecks based on a two-week pay period.

Section 5

Employees who work the evening shift shall receive the following shift differential:

\$.45/hour for each hour worked.

Employees who work the graveyard shift shall receive the following shift differential:

\$.50/hour for each hour worked.

ARTICLE 19
ASSIGNMENT PAYS

Officers assigned to specialized units shall receive additional compensations as follows:

Section 1 (Field Training Officer Pay)

The Chief shall compensate Field Training Officers an additional Two Hundred Twenty-Five Dollars (\$225.00) per month for service as Field Training Officer. While training, FTO's will receive 30 minutes of compensatory time or overtime per day and, barring emergencies, are excused from forced overtime. Officer whose assignment is Field Training Officer shall, if timely requested, be accorded preference in scheduling one (1) week of vacation for the fourth week round of the process.

Section 2 (Swat Team Pay)

The Chief shall compensate SWAT Team Officers an additional One Hundred Dollars (\$100.00) per month for service as SWAT Team Officer.

Section 3 (Hostage Negotiations Team Pay)

The Chief shall compensate Hostage Negotiations Team Officers an additional One Hundred Dollars (\$100.00) per month for service as Hostage Negotiations Team Officer.

Section 4 (Accident Reconstruction Team Pay)

The Chief shall compensate Accident Reconstruction Team Officers an additional One Hundred Dollars (\$100.00) per month for service as Accident Reconstruction Team Officer.

Section 5 (Special Response Team)

The Chief shall compensate Special Response Team members an additional \$50.00 per month for service as SRT members.

Section 6 (Polygraph Examiners)

The Chief shall compensate Polygraph Examiners an additional \$50.00 per month for service as Polygraph Examiners.

Section 7 (Maximum Compensation)

Non-FTO Officers are limited to a maximum additional compensation of Two Hundred

Dollars (\$200.00) per month regardless of the number of assignments in which they participate. FTO Officers are limited to a maximum of Three Hundred Twenty-Five (\$325.00) per month regardless of the number of assignments in which they participate.

ARTICLE 20 COURT PAY

Officers required to attend court or any other hearings as a result of employment as a police officer during off-duty time shall be paid at the rate of time and one-half with a two (2) hour minimum. Regular duty time spent in court will be paid at straight time. In cases of out of town appearances the actual time spent traveling to and from court shall be treated the same as time spent in court.

ARTICLE 21 BILINGUAL PAY

Officers demonstrating bilingual proficiency in a second language shall receive an additional One Hundred Dollars (\$100.00) per month, in addition to any other compensation they may receive.

The process for demonstrating bilingual proficiency and the number of officers to receive bilingual pay shall be determined by the City. The Chief of Police will provide a list of approved languages for which officers shall receive the bilingual pay rate.

Bilingual pay status, once attained, shall not be taken away without recourse by the affected employee, if desired, to the Grievance Procedure, Article 17, of this agreement.

ARTICLE 22 PER DIEM

Per Diem will be paid to Association members in accordance with city travel policy.

**ARTICLE 23
RESIDENCY INCENTIVE**

The City will provide \$2,500.00 (subject to applicable taxes) for down payment and closing cost expenses to those employees who elect to purchase and move into a home in a non-target area of the City.

The City will provide \$4,000.00 (subject to applicable taxes) for down payment and closing cost expenses to those employees who elect to purchase and move into a home in a target area of the City as denoted in Attachment 2 to the contract.

It is the intent of this Article that employees shall qualify for moving cost reimbursement expenses, and down payment and closing cost assistance only once during the employee's employment history with the City.

The City will provide \$500.00 in moving cost assistance to employees who elect to move into the City and rent or lease residence, plus \$100.00/month rental assistance for those that rent/lease in a non-target area, or \$200.00/month for those that rent/lease in a target area.

For those employees who own and reside within the City, the City will provide \$150.00/month housing expense to those who reside in a non-target area and \$300.00/month to those employees who reside in a target area.

Employees moving into the City and receiving monies for either down payment and closing cost expenses, or moving cost assistance as delineated above who move out of the City within three (3) years of receipt will be required to pay back to the City a pro rata share of the amount received.

The Residency Incentive Chart map shall be established by the discretion of the City of Port Arthur on the basis of the 2014 Census Map CDBG (City Development Block Grant) areas identified as low to moderate income.

NOTE: Residency Incentive Chart included as Attachment 2 -- shaded portions indicate the target areas.

ARTICLE 24
ANNUAL LEAVE (VACATION/HOLIDAYS)

Section 1

The City shall provide each officer with annual leave in accordance with the following schedule:

Completed Years of Service	Vacation	Holidays	<u>Total</u>
1 through 9	15 Days	11 Days	26 Days
10 through 19	21 Days	11 Days	32 Days
20 through 24	27 Days	11 Days	38 Days
25 or more	30 Days	11 Days	41 Days

Section 2

Officers are encouraged to use their paid time off. However, the Chief may permit officers to carry over up to fifteen (15) days. Such permission shall not be arbitrarily withheld and if such permission is denied the officer shall receive compensation for such time up to fifteen (15) days at straight time, unless time exists in the year to schedule the time off.

Section 3

With approval, annual leave may be taken one day at a time. Such approval shall not be arbitrarily withheld.

Section 4

Upon separation from employment, officers shall be paid for all accrued, earned, unused, annual (i.e. vacation, holidays, and compensatory time) leave at the straight time rate. If more annual leave is used than earned, the officer shall remit the appropriate pro rata amount to the City.

In the event that an officer is killed in the line of duty, the City shall pay to the officer's beneficiary all accumulated vacation, holiday, compensatory and sick time within two regular City pay periods.

Section 5

Officers are currently provided with eleven (11) days as official City Holidays. In the event that the City Council amends the Code of Ordinances to add an additional paid holiday for non-civil service employee during the term of this Agreement, Officers will receive the same additional holiday.

ARTICLE 25
SICK LEAVE

Section 1

Sick leave shall be accumulated and paid in compliance with the Texas Local Government Code, Section 143.045 except as otherwise agreed to in this Article. Sick leave is to be used for the purpose of providing wage continuation when an employee is incapacitated due to a bona fide illness, medical treatment, and for exposure to contagious disease when the employee's presence and duties may jeopardize the health of others.

Section 2

At the time of termination, Officers hired on or before May 31, 1989, shall be paid, as a part of his terminal pay, for any unused accumulated sick leave, not to exceed 1500 hours and \$0.50 on the dollar for all hours earned over 1500 hours. Those Officers hired on or after June 1, 1989, shall be paid for unused, accumulated sick leave, not to exceed 1120 hours and \$0.50 on the dollar for all hours earned over 1120 hours. Those Officers hired on or after October 1, 2011, shall be paid for unused, accumulated sick leave, not to exceed 720 hours.

Section 3

As a condition to receiving paid sick leave, the employee must notify an on-duty supervisor of his absence as early as possible. It is expected this notification will not be less than one hour before his regularly scheduled starting time.

Section 4

The City may at any time require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury for more than five consecutive days. The City reserves the right to other verification to ascertain whether a bona fide illness exists if the employee is on sick leave more than five consecutive days or the City reasonably suspects the employee of sick leave abuse. The City may request employees to advise of their whereabouts during sick leave.

Section 5

Sick leave shall accrue according to the following formula: 1.25 days for each month employed in a calendar year (maximum of 15 days for 12 months).

Section 6

Any unapproved use of sick leave may lead to disciplinary action up to and including discharge.

**ARTICLE 26
FUNERAL LEAVE**

Section 1

In the event of a death in the immediate family of an employee covered by this agreement, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the emergency. Immediate family shall be defined as follows: spouse and children, mother, father, brother, sister, and grandparents of the employee and the employee's spouse.

Section 2

All leaves under this clause shall be approved by the Chief or his designated representative.

**ARTICLE 27
COMPENSATORY/OVERTIME PAY**

Section 1. Overtime for More than 40 Hours/Week

All work performed by an officer in excess of forty (40) hours during the normal work week shall be deemed overtime and shall be compensated on the basis of time and one-half the officer's regular rate of pay in salary or compensatory time. Officers shall qualify for overtime compensation only when they have been actively at work for forty (40) hours during the work week.

Section 2. Compensatory Time Option

Each officer may elect which method of compensation he prefers for each instance of overtime worked, except that the City will limit accumulation of compensatory time to one hundred sixty (160) hours.

Upon termination from employment with the Department, an officer will be paid in full at their current hourly rate for all compensatory time accumulated under this section.

Excused absences with pay (i.e. vacation, holiday, sick time, compensatory time, death in family leave) shall not be deemed as days worked for purposes of qualifying for overtime at the rate of time and one-half.

Section 3. Holdover Pay

Notwithstanding the provisions of Section 2, Officers held over shall qualify for overtime pay at 1 ½ times their regular pay rate without regard to the 40 sweat hour per week requirement.

Section 4. Call-back Pay

Employees who are called back to work from off-duty shall be guaranteed a minimum of two (2) hours.

Section 5. Other Premium Pay Situations

The following are additional exceptions to the 40 sweat hour per week requirement:

- Unforeseen incidents requiring responses for which the City will be reimbursed in full; and
- Grants or programs that allow for full reimbursement to the City.

ARTICLE 28 JURY DUTY

When an officer is summoned to jury duty on a work day, the Officer will comply with the City's Jury Duty policy as described in the City's Personnel Manual.

ARTICLE 29 LEAVES OF ABSENCE

Section 1 (Unpaid)

The City will consider written requests for unpaid leaves of absence. If granted, no benefits accrue or are payable during an unpaid leave of absence. The City has the discretion to approve any and all requests for leaves of absences.

Section 2 (Military Leave)

Any officer serving in any branch of the armed services reserves who is called to active duty due to a declared national emergency shall receive differential pay from the City for a period of up to ninety (90) days. Such differential pay shall be equal to the difference between the regular pay that the officer would have been entitled to while working, and the total pay and allowances that are received for the military service. The City shall not provide such pay for voluntary enlistment or draft.

**ARTICLE 30
DISCIPLINARY ACTIONS**

It is intended that disciplinary actions taken under this article comply with the provisions of the Local Government Code, Chapter 143, except that disciplinary appeals shall be made exclusively to hearing examiners in accordance with Local Government Code §143.057, and officers shall have no right to appeal disciplinary actions to the Civil Service Commission.

**ARTICLE 31
BILL OF RIGHTS**

Section 1 (Notification)

The provisions of this article apply at the initiation of any investigation which a reasonable person could believe will lead to discharge or criminal prosecution of an officer, and the officer shall be notified of such investigation as soon as practical. If such notification would compromise the investigation, this notification requirement does not apply.

Unless the Chief of Police or his designee finds in his sole discretion that disclosure of documents, names, and evidence may pose a danger to the community, would interfere with a criminal investigation, would be a danger to a confidential informant or could cause retaliation, the officer should be allowed to inspect the evidence and documents in an investigation.

If the Police Chief, or his designee, denies disclosure of information, documents, etc. under this section, the officer shall have the right to appeal the Chief's decision to the Civil Service Commission. Said appeal must be filed with the Civil Service Commission within five (5) days after the officer knew, or should have known, of the Chief's denial. The Commission shall determine the validity and/or reasonableness of such denial. The Commission's decision shall be final.

Section 2 (Conduct of Interview)

An interview of an officer under investigation shall take place at the police department unless another location is warranted by the facts.

The officer may have a representative of his choice present during questioning if he so requests.

The officer shall be informed of the identity of all persons present in the room during the interrogation.

The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided, if known.

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

The officer shall not be subjected to any abusive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his conduct can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

The officer shall be given an exact copy of any written statement he may execute.

Section 3 (Right to Contact Attorney)

If an officer is under arrest or is likely to be, that is if he is suspect or the target of a criminal investigation, he shall be given his rights required by the Miranda Decision and its progeny.

Section 4 (Notification of Findings)

The Chief shall provide written notice in a sealed envelope to the individual officer of the final status of any formal written complaint filed and pursued by a complainant with the police department.

Section 5 (Use of Polygraph)

- A. A police officer employed by the City of Port Arthur, Texas Police Department may not be required to submit to a polygraph examination as part of an internal investigation regarding the conduct of the police officer unless:
1. The complainant, upon providing a sworn statement, submits to and passes a polygraph examination and, if applicable, the department head has complied with Paragraph B below; or
 2. The police officer is ordered in writing to take an examination under Paragraph E below.
- B. The department head shall, on the written request of a police officer, provide to the police officer the complainant's polygraph examination results, including complainant's questions and responses, within 48 hours after the request.
- C. A person passes a polygraph examination if, in the opinion of the polygraph examiner, no deception is indicated regarding matters critical to the subject matter under investigation.
- D. The results of a polygraph examination that relate to the complaint under investigation are not admissible in a proceeding before the commission or a hearing examiner.
- E. The department may order a police officer to submit to a polygraph examination if the department head considers the circumstances to be extraordinary and the department head believes that the integrity of a police officer or the department is in question. However, before the department head actually issues the order to compel the police officer to submit to a polygraph examination, the department head shall first deliver to the police officer his written notice of intent to issue such an order with copy to the City Manager of the City of Port

Arthur, Texas. Said notice to be dated and the time therein noted when such notice is delivered to the police officer. If, and in the event, the police officer considers the proposed order to be issued by the department head to be unjustified, the police officer individually and/or through his designated representative(s) may submit his oral or written objections to such proposed order to the City Manager, or his designee, of the City of Port Arthur within forty-eight (48) working hours (not to include Saturday, Sunday, or City holidays) after receiving the notice of intent to order polygraph examination. The department head, shall submit to the City Manager of the City of Port Arthur his oral or written position why such order should be issued, if, and in the event, the police officer objects to the issuance of the order.

The City Manager of the City of Port Arthur shall within 24 hours after the evidence submitted to him by both parties and after listening to any oral presentation requested and having considered the applicable law of the State of Texas regarding the subject matter in question, render his written decision as to whether the department head's order shall or shall not be issued. The written decision of the City Manager shall be directed to the department head.

If it is the City Manager's decision that the department head be authorized to issue the requested order ordering the police officer to submit to polygraph examination, then the police officer shall submit himself/herself to the ordered polygraph examination. An officer shall have a minimum of 72 hours notice prior to a final order to submit to a polygraph examination.

However, if it is the City Manager's decision that the department head shall not be authorized to issue the order ordering the police officer to submit to polygraph examination the police officer shall not be required to submit to the polygraph examination. This will not, however, bar the department head from requesting further or future orders regarding the use of

polygraph examination in the particular matter under investigation.

The order and results of the polygraph examination shall be held in the strictest confidence.

Section 6 (Infringement on Employer's Power)

This article is not intended to infringe upon the employers right and power to fully investigate matters it deems important, nor the right and power of the employer to discipline employees.

Violations of the provisions of this Article may be raised in arbitration hearings; however, disciplinary actions shall not be overturned solely upon a violation of this Article unless such disciplinary action was based primarily upon facts derived from such violation of this Article.

**ARTICLE 32
MEDICAL AND DENTAL INSURANCE**

Section 1

The City shall provide all employees who are in the bargaining unit with the individual employee and family medical and dental insurance. The City shall pay the full cost of the employee coverage and fifty percent (50%) of the family coverage premium, except that premiums paid by bargaining unit members shall not exceed those paid by non-civil service employees. The selection of insurance carrier and the determination of the level of benefits provided shall be at the discretion of the Employer.

**ARTICLE 33
BULLET PROOF VESTS**

The City shall provide to each officer, upon employment, an effective bullet proof vest. These vests shall be replaced by the City after five (5) years use or sooner in cases where excessive wear renders the vest ineffective for its intended purpose. Said vests shall meet or exceed National Institute of Justice standard 0101.03.

**ARTICLE 34
RETIREMENT**

Section 1 (Retirement Badge)

Each officer who retires from the force shall be given a retirement badge at no charge.

Section 2 (20-year Retirement Option)

The City of Port Arthur will retain a twenty (20) year/any age retirement option with the Texas Municipal Retirement System (TMRS).

Section 3 (Funeral Escort)

Officers who retire from the Port Arthur Police Department will be provided, at the time of death, a burial flag and two PAPD patrol car to be operated by officers on a voluntary basis for participation in the funeral procession within the five (5) county region of Jefferson, Hardin, Orange, Liberty and Chambers. Special dispensation may be given to areas up to 100 miles with final approval of the Chief of Police.

**ARTICLE 35
PATROL CAR PROTECTIVE CAGES**

Protective cages shall be installed in all marked patrol vehicles in which officers are required to transport prisoners. Cages shall be replaced when an officer's rear vision is significantly impaired due to wear, scratches, etc.

**ARTICLE 36
CLOTHING AND EQUIPMENT**

Section 1

The City shall issue to each officer upon employment, 5 long sleeve and 5 short sleeve uniform shirts, 5 pairs of uniform pants, 1 light jacket, 1 heavy coat or 1 combination jacket with removable liner, 1 set of appropriate "Sam Browne" leather gear, 1 slicker suit with cap cover, and 1 impact weapon.

In addition, upon hiring of new officers or upon transfer to new duty assignment, the City agrees to equip (at no cost to officer) all officers with the equipment and gear necessary to perform their duties. Each officer's equipment and gear shall include:

- A. Pistol holster;
- B. (1) Two magazine ammo carrier;
- C. (1) Set of approved handcuff with keys;
- D. (1) Handcuff case;
- E. Pepper Spray;
- F. (1) Approved impact weapon and holder;
- G. (4) Belt keepers;
- H. (1) Firearm holster, ammo pouch, (1) Badge holder for Detectives/non-uniform Officers;
- I. Portable Radio (w/holder and charger);
- J. K-9 related equipment as deemed necessary by Chief of Police and the City;
- K. (1) Reflective traffic safety vest;
- L. (1) Uniform name tag;
- M. (1) Uniform shirt badge;
- N. (1) Uniform hat badge;
- O. (1) Uniform collar pins and rank insignia;
- P. Rank Insignia patches for all issued uniform shirts;
- Q. Uniform patches for all issued shirts/coats/jackets;
- R. Police ID Card;
- S. Service Pin(s) recognizing continuous service in five (5) year increments; and
- T. Flashlight, flashlight charger, flashlight holder.

Section 2

All officers shall receive \$750.00 annually, paid quarterly, as a clothing allowance to cover assignment specific uniform shirts, pants and armorskin. The City shall provide an employee, who is transferred from an assignment where a uniform is worn to a plainclothes assignment, on each such occasion, a stipend of six hundred dollars (\$600.00) to purchase clothing appropriate for the position. The employee shall provide the City with proof of purchases. Uniformed officers may wear black tennis or court type shoes, military dress shoes, Wellington boots, or combat style boots.

Normally short sleeve uniform shirts, without tie shall be acceptable wear, however the Chief or his designee may require long sleeve shirt with tie on occasions he deems appropriate.

Section 3

The City will issue all officers a medical kit to include, but not limited to, an Elite First Aid C-A-T Tourniquet or similar quality product; Quick Clot Combat Gauze or similar quality product; sterile gauze and Flex Bandage (Vet Wrap).

The City agrees to continue its current practice of allowing certain use of City-issued items (such as City-issued uniforms, and related items) for use by Department employees on outside jobs, as deemed appropriate in the discretion of the Chief of Police. Police department vehicles may be utilized for secondary employment based upon the parameters set forth in the General Orders. The City will set forth a fee structure whereby secondary employers will be charged a daily usage fee for each assignment which will be implemented in Fiscal Year 2020-2021.

ARTICLE 37 PSYCHOLOGICAL SERVICES

In all cases where an officer who, in the performance of his duty, takes the life of or causes the serious injury of another person, or is seriously injured as the result of the overt act of another person, he shall undergo a counseling session with a City appointed psychologist or psychiatrist at the expense of the City, as soon as is possible after the incident. The officer may request to use a psychologist or psychiatrist of his/her choice, if approved by the City. Said services would be at City expense.

If it is determined by the treating practitioner that further counseling is appropriate, it shall be provided at City expense. The City shall be provided with the anticipated number of sessions and the estimated time to complete these sessions. Such counseling, including the initial counseling session, shall not be related to any Department investigation and nothing discussed within the mental health information privilege, as defined by state law may be reported to the Department, except that if an officer undergoes extended treatment, information concerning anticipated length, dates, and times of treatment may be provided by the psychologist or psychiatrist to the City upon request. Any time lost

as a result of such treatment shall be at the expense of the City. Serious injury shall mean the same as serious bodily injury as defined in the Texas Penal Code.

Officers shall sign a release of information document; however, such release shall be limited to information directly related to the incident, or incidents, which gave rise to the referral and the ability of the officer to safely and competently execute the duties of a peace officer without danger to himself or others.

**ARTICLE 38
FAMILY MEDICAL LEAVE ACT**

All employees are subject to Section 17-82(h) Family Medical Leave Act Policy.

**ARTICLE 39
ASSOCIATION LEAVE**

The Association shall be granted a maximum of one hundred fifty (150) hours to the Association Leave Pool at the beginning of each fiscal year (of the contract term, 10/01/20 and 09/30/21) for use by employees designated by the Association to attend Association, pension, and job-related schools, conferences, official Association business and conventions for each contract year. In addition, this Pool shall be charged with time taken under Article 5, Association Rights. Any unused time shall expire ninety (90) days after the end of the fiscal year in which it was awarded.

The Association must obtain the Police Chief's approval, which shall not be unreasonably withheld, prior to using Association Leave Pool time pursuant to this Article. In no event shall the Association's use of Association Leave Pool time pursuant to this Article require any cash payments and/or overtime payments by the City.

**ARTICLE 40
SAVINGS CLAUSE**

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

**ARTICLE 41
DRUG AND ALCOHOL POLICY**

In addition to the Police Department's Rules and Regulations, policies and procedures related to drug and alcohol use and testing shall be as follows:

This policy covers alcohol, all controlled substances, and all drugs -- legal or illegal -- which could impair an employee's ability to effectively and safely perform the functions of the employee's job. Unlawful on-the-job manufacturing, distributing, dispensing, using or possessing a controlled substance or an illegal drug; and being intoxicated on-the-job by reason of the introduction of alcohol, a controlled substance, a drug or any combination thereof, into the body, and using or possessing alcohol on-the-job, is expressly prohibited by this policy. However, lawful use of controlled substances in accordance with a licensed medical provider's prescription does not violate this policy, provided such use does not impair an employee's ability to effectively and safely perform the functions of his/her job. Violation of this policy will result in appropriate disciplinary action up to and including termination of employment. This testing covers alcohol, all controlled substances, inhalants, all drug legal and illegal which could impair an employee's ability to effectively and safely perform the functions of his/her job.

Definitions:

1. On-the-job: Employees who are authorized to operate or ride in City vehicles are considered to be on duty at all times while operating, driving, or riding in a City vehicle.

2. Drug: has the meaning assigned by Subdivision (16), Section 481.002, Texas Health & Safety Code and includes the meaning assigned by 21 U.S.C. 802 and includes any controlled substance analogue as defined by subdivisions (5) and (6) of Section 481.002 and by U.S.C., 802. It also includes all forms of cannabis including low-THC cannabis even if such drug is considered legal in the State of Texas or prescribed by a physician.
3. Illegal Drugs: any drug which cannot be legally obtained, or which, although it can be legally obtained, has been obtained in violation of the Texas Controlled Substances Act, Chapter 481, Texas Health & Safety Code or Federal Controlled Substances Act, 21 U.S.C., 801 et seq.
4. Legal Drugs: any drug, which may be legally obtained through prescription or over the counter.
5. Controlled Substance: has the meaning assigned by Subdivision (5) Section 481.002 Texas Controlled Substances Act Chapter 481, Texas Health & Safety Code and includes the meaning assigned by 21 U.S.C., 802 and includes any controlled substance analogue as defined in subdivision (6) of Section 481.002 and in 21 U.S.C., 802.
6. Alcoholic Beverage: has the meaning assigned by Section 1.04 (1), Alcoholic Beverage Code.
7. Intoxicated: means (A) not having the normal use of mental or physical faculties by reason of the introduction of a controlled substance, a drug, or a combination of two or more of those substances into the body; or (B) having a blood alcohol concentration in excess of the limits described in this policy.
8. CBA: The Collective Bargaining Agreement between the City and the Port Arthur Police Association.
9. All references in this policy to alcohol or to possession or use of alcohol shall refer to an Alcoholic Beverage as defined in #6.
10. Possessing or possession of alcohol: refers to bodily possessing an alcoholic beverage while on-the-job. The mere presence of sealed or unopened alcoholic beverages in a personal vehicle or boat shall not constitute possession of alcohol.
11. At employee's expense or employee shall bear all expenses: shall mean that the employee shall be responsible for all treatment and/or rehabilitation cost not covered or paid for by or under the City's health insurance plan.
12. A critical incident is defined as:

Critical Incident – an event out of the range of normal experience; one which is sudden and unexpected, involves the perception of a threat to life and can include elements of physical and emotional loss.

Examples of these line of duty incidents include officer involved shooting, in custody deaths, officer involved serious bodily injury or death of citizen, or serious injury to operations personnel.

- an accident involved a human fatality; or

- a circumstance where the Officer receives a traffic citation for a moving traffic violation arising from the accident.
- an accident involving:
 - Bodily injury requiring immediate medical treatment away from the scene; or
 - One or more of the motor vehicles incurs disabling damage requiring the vehicle to be towed away.

13. Reasonable suspicion shall be based on objective facts and/or observation of employee conduct behavior while on-the-job. For purposes of guidance, the following factors may be considered, along with the circumstances in each case, in determining whether or not reasonable suspicion exists:

- a. Presence of more than one of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, slurred speech, alcohol odor on breath, poor coordination and/or reflexes) verified by a second supervisor. An unusual on-the-job accident or injury when physical symptoms of drug or alcohol use are present.
- b. Unprovoked physical or verbal altercation.
- c. Erratic or bizarre behavior.
- d. Non-duty related possession of alcohol, illegal drugs, or any form of cannabis including low-THC cannabis.
- e. Signed written information obtained from a reliable person with personal knowledge.
- f. Self-admission of intoxication or being under the influence of illegal drugs, any form of cannabis including low-THC cannabis, and abused legal drugs.
- g. Direct observation of alcohol use or possession non-duty related.
- h. Direct observation or knowledge of unlawful manufacturing, distributing, dispensing, possessing, or using illegal drugs or controlled substances on non-duty related.
- i. An arrest or citation for a drug related offense on or off the job.

14. Automobile Accidents:

In all instances in which an employee is determined to be *at-fault*, drug testing will be required. In those circumstances, where there is severe damage to the vehicle, regardless of fault, drug testing will be required.

Vehicle Damage Ratings Examples:

Minor Damage. Scratches, scrapes, dings, and cracked headlights or minor fractures in the windshield are considered as minor damage. The vehicle is still immediately operable under this provision. *This circumstance does not require drug testing if the employee is determined not to be at-fault.*

Moderate Damage. Moderate damage pertains to larger dents. Any damage from a collision or event wherein the airbags aren't deployed are considered as moderate damage. The damage sustained to the vehicle requires immediate repair in order to be safely operated.

Severe Damage. Severe damage occurs in high-impact or high-speed collision whereby the body and frame are cracked and bent. The damage sustained to the vehicle requires immediate repair in order for it to safely operate. In this instance, the vehicle may be considered a total loss.

In the event of a critical incident, automobile accident or reasonable suspicion of drug or alcohol use, the City will immediately use a licensed medical facility for testing, handling, and processing of all blood or urine specimens. This testing covers alcohol, all controlled substances, inhalants, all drugs legal and illegal which could impair an employee's ability to effectively and safely perform the functions of his/her job. The City's Human Resources Department will serve as the liaison between the licensed medical facility as it pertains to the receipt, handling and reporting of test results. This includes all communication with the Medical Review Officer (MRO) as it pertains to any findings related to the test results.

EXHIBIT
CITY OF PORT ARTHUR
CONSENT FOR ALCOHOL ANALYSIS
AND
RELEASE OF MEDICAL RECORDS

I hereby authorize the collection of a blood sample for the purpose of determining the presence of alcohol in my system. I hereby give my consent for the release of these tests results and other relevant medical information to authorized City management for appropriate review.

Authorization Agreed:

Signature _____

Date _____

Witness _____

Date _____

EXHIBIT

**REPORT OF REASONABLE SUSPICION OF DRUG OR ALCOHOL
USE/INFLUENCE ON-THE-JOB**

Employee Name: _____ Date: _____ Department: _____

Time: _____ Job Title: _____ Location: _____

Check the factor(s) below which have resulted in reasonable suspicion of the above employee's on-the-job use and/or being intoxicated while on-the-job:

- | | |
|---|---|
| <input type="checkbox"/> Glassy or blood shot eyes (1) | <input type="checkbox"/> Direct observation of |
| <input type="checkbox"/> Slurred speech (1) | illegal drug use |
| <input type="checkbox"/> Unusual on-the-job accident
or injury | <input type="checkbox"/> Unprovoked physical or
verbal altercation |
| <input type="checkbox"/> Poor coordination or
reflexes (1) | <input type="checkbox"/> Written signed information
obtained from reliable person
with personal knowledge |
| <input type="checkbox"/> Possession illegal drugs | |
| <input type="checkbox"/> Erratic or bizarre behavior | |
| <input type="checkbox"/> Self-admission of intoxication | |
| <input type="checkbox"/> Other, Explain | |

Explain in detail the behavior that was observed (use attachment if necessary) Identify any witnesses of the above behavior:

Identify any physical evidence obtained and the present location of the evidence: Was the employee referred for drug screen?

Date: _____ Time: _____ Results: _____

Received By: _____

Employee signature (if available) _____ Date _____

Supervisor Initiating Action _____ Asst. City Manager

Division Head _____ Director of Personnel

Department Head _____ City Manager

- 1) This factor shall only be used as reasonable suspicion when combined with one or more listed factors.

The information contained in this report is confidential and disclosure of such information to parties without a legitimate need to know is not authorized. Distribution of copies should be accomplished in person.

Routing:	Original:	
	Duplicate:	Department File
	Triplicate:	Employee
	Quadruplicate:	Supervisor

Personnel Note: Provide triplicate copy to employee within three (3) days of drug test

**ARTICLE 42
INCLEMENT WEATHER**

In the event of a major weather-related disaster which is of such severity and magnitude to warrant complete closure of normal City operations, civil service workers will receive, in addition to pay for actual time worked, inclement weather pay in the amount not to exceed eight (8) hours per day for the time they expend as emergency service workers during the disaster.

In the event of a non-weather-related disaster which is of such severity and magnitude to warrant the Mayor and County Judge to declare a local state of disaster or a public health emergency. Civil service workers will receive, in addition to pay for actual time worked, non-weather disaster pay of three (3) hours per day for the time they expend as emergency service workers during the disaster. This pay will be limited to a two-week period to allow the City to mitigate, prepare and stabilize the City in response to the disaster, which may be extended by the governing body.

Any employee who is off or scheduled to be off on sick leave or disciplinary leave without pay during a period of emergency closure shall have their leave recorded as such.

An employee who is off on paid leave may be required to return to work immediately. An employee who fails to return to work as scheduled/requested during inclement weather or disaster may be subject to disciplinary actions, up to and including termination.

**ARTICLE 43
LONGEVITY**

The City shall pay the employee, in addition to his/her regular salary and any other compensation, five (5) dollars per month for each year of service in the department to a maximum of twenty-five (25) years of service.

ARTICLE 44
FITNESS CHALLENGE PAY

The City of Port Arthur and Association agree that the provision of optimal; policing service to the citizens of Port Arthur is enhanced by encouraging officers to attain and maintain physical fitness. In order to achieve this goal, the City will have administered twice a year a voluntary physical examination. The final elements of the examination will be determined by agreement of the City of Port Arthur and the Association, but will at a minimum provide the following:

- A. The examination will be based on a nationally accepted standard such as the most current version of the Cooper Fitness Test or agreed equivalent.
- B. Participants will be tested based on age and gender appropriate criteria.
- C. Participants successfully passing the test at the sixtieth (60th) percentile will receive additional pay of \$125.00 per test administration.
- D. Participants successfully passing the test at the seventieth (70th) percentile will receive additional pay of \$250.00 per test administration.
- E. The annual maximum pay is \$500.00.
- F. The City will to the extent possible hold the examination annually in the months of October and April; the schedule will be posted annually.

ARTICLE 45
FULL AND FINAL SCOPE OF THE AGREEMENT

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the terms therein, the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or bargain for changes herein, whether or not

the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

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

APPROVED:

CITY OF PORT ARTHUR:

Mayor

City Manager

City Secretary

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

APPROVED:

PORT ARTHUR POLICE ASSOCIATION:

President

Secretary

Member

ATTACHMENT 1

RELEASE OF LIABILITY AGREEMENT

I, _____, (known herein as _____) in consideration for the joint promises herein made which such consideration the receipt and sufficiency of which is hereby acknowledged do hereby agree to the following:

1.

_____ has accepted the appointment to _____ at the Port Arthur Police Department and recognizes such position is an "at will" position within the management of the City of Port Arthur and that he/she has no "tenure" in the present position. The position is not represented by the Port Arthur Police Association nor is a person appointed to that position covered by the Labor Agreement between the City of Port Arthur and the Port Arthur Police Association. Therefore, I hereby release the Port Arthur Police Association and indemnify them from any and all liability for any claim we or any of us might have arising out of the Port Arthur Police Association's alleged breach of its duty of fair representation or arising out of any related affirmative claim for not representing me in collective bargaining negotiations as required by State law, or for not representing me under the grievance procedures as set forth in the Collective Bargaining Agreement between the City of Port Arthur and the Port Arthur Police Association.

2.

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between the City of Port Arthur and the Port Arthur Police Association, including but not limited to inclusion as a member of the collective bargaining unit; coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call-back and standby pay, longevity pay, and certification pay); and the right to file any and all grievances pursuant to Article ___ of the Contract alleging a violation of the Collective Bargaining Agreement, for events occurring while I held the position of _____.

3.

Except as provided in Section 4 below, I, by execution of this Agreement, do not relinquish any of my rights under the civil service provisions of the State law, including but not limited to Section 143.014 dealing with the right upon either the voluntarily or involuntarily relinquishing of the position of _____ to assume the position of _____ within the Port Arthur Police Department. In such event, I will have the full protection of the Port Arthur Police Association from and after the effective date that I assume such position without the requirement of payment of any backdues, assessments, charges or other penalties of any type.

4.

I, by execution of this Agreement, agree that my position is exempt under the Fair Labor Standards Act and is not subject to the overtime requirements of said Act. Further, by execution of this Agreement I relinquish all rights to overtime or compensatory time provided by any civil service laws. Specifically, by execution of this Agreement, I hereby relinquish any and all rights that I might otherwise have under Sections 142.0015 and 142.0016 of the Local Government Code.

5.

I hereby retain the right to voluntarily resign my position as _____ and, in the event, reassume the position of _____ with full protection by the Port Arthur Police Association from and after the effective date that I assume such position without the requirement of payment of any back-dues, assessments, charges or other penalties of any type.

EXECUTED this ____ day of _____, _____.

By:

ACCEPTED:

By:

ACCEPTED:

By:

(Attach Residency Incentives Map)