

ARTICLES OF AGREEMENT

between

THE CITY OF SILSBEE, TEXAS

and

THE SILSBEE POLICE ASSOCIATION

2013 to 2015

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ARTICLE 1

Preamble

The following Agreement by and between the City of Silsbee, Texas, hereinafter referred to as the City, and the Silsbee Police Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act (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, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

This 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 respect in the public interest.

ARTICLE 2

Duration

This agreement shall be in effect as of the October 1, 2013 and shall remain in full force and effect through the 30th day of September, 2015. In the event that a successor agreement does not take effect on October 1, 2015, this Agreement shall remain in effect in its entirety through March 31, 2016, or until superseded by a new contract between the parties, whichever occurs first.

ARTICLE 3

Definitions

- A. **“Association”** means the City of Silsbee Police Association.
- B. **“Base Pay”** means the rate of pay specified in the Compensation Article of this contract, exclusive of longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.
- C. **“Board of Directors”** means 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.
- D. **“Chief”** means the Chief of Police of the City of Silsbee, Texas.
- E. **“City” or “Employer”** means the City of Silsbee, Texas and the Chief of Police.
- F. **“City Manager”** means the City Manager of Silsbee, Texas.
- G. **“Department”** means the Police Department of the City of Silsbee, Texas.
- H. **“Employee” or “Officer”** means any sworn Police Officer of the City of Silsbee, Texas with the sole exception of the Chief of Police and Assistant Chief as provided herein.
- I. **“Executive Board”** means those members of the Association who are elected or appointed to fill the offices of President, Vice-President, Secretary, and Treasurer of the Association.
- J. **“Grievance”** means any dispute(s) that are pursued under the terms provided in the Article in this Agreement entitled “Grievance Procedure”.
- K. **“Management”** means any person empowered to act on behalf of the City of Silsbee in the administration of this Agreement.
- L. **“Regular rate of pay”** means base pay together with all other compensation supplements, excluding overtime, that may be provided under this Agreement.

ARTICLE 4
Recognition

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all non-probationary sworn Police Officers, except the Chief and the Assistant Chief after execution of the waiver attached as Exhibit “B”. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the Bargaining Unit over wages, hours, and terms and conditions of employment including any other activities that may be established by this Agreement.

SECTION II

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

This provision does not intend to diminish whatever rights which the Association may be Constitutionally endowed to engage in political activity under the First Amendment, nor to in any way abridge any Constitutional rights to freedom of speech of any Association Member.

SECTION III

The City and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Departmental Rules and Regulations, and Special Directives and Administrative Orders which may relate to the conduct of members of the Bargaining Unit.

SECTION IV

The City shall not encourage or discourage membership in any employee organization, or interface with employees in the exercise of rights provided in this Agreement, nor attempt to dominate, interfere, or assist, in the formation, existence or administration of any employee organization whose purpose includes being certified as an exclusive bargaining representative for bargaining unit employees.

The City further agrees that no employee shall be discriminated against in hiring, tenure, training, or other terms or conditions of employment because he/she has filed any good faith affidavit, petition, grievance, or complaint; or has given any truthful information or testimony alleging violations of this Agreement; or because he/she has informed, joined, or chosen to be represented by the Association.

ARTICLE 5

Association Rights

SECTION

Any member of the Executive 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 to not interfere with the functions of the Department. A member of the Executive Board shall provide a written request to the Chief about any visitation of the premises.

The Chief shall not unreasonably deny any request to visit the premises.

SECTION II

During the time that negotiations are taking place, the Chief of Police will attempt to employ a flexible work schedule to enable those Officers who are on the Bargaining Team to have time off for such sessions without loss of pay.

SECTION III

With the prior approval of the Chief, the Association President may, without loss of pay, carry out the duties set forth in this Agreement if the manpower needs of the department do not suffer as a result.

SECTION IV

The Association may maintain one bulletin board in a conspicuous location designated by the Chief in the Police Station. The size of the board shall not exceed two feet by four feet. The board may be used for the following notices; Recreation and social affairs of the Association, association meetings, Associations 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/or notices or 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 bulletin board.

No endorsement or non-endorsement of any candidate for public office shall be posted on the bulletin board.

The Chief shall have the right to remove the board in the event that any material other than that specified in this Article is placed on the board.

SECTION V

A member of the executive board shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed five (5) minutes. The Association representative shall provide the Chief or his designee with at least two (2) hours advance notice, and shall also advise as to the subject matter to be discussed. Unless approved by the Chief or his designee, only one instance per month shall be allowed.

SECTION VI

The City shall provide for payroll deduction of Association dues from the pay of Officers who individually request, in writing, that such deduction be made. The dues that are deducted shall be provided to the Association.

The City shall establish the necessary forms and procedures for the efficient administrative processing of the deductions.

SECTION VII

The Association President and Vice President shall, without loss of pay, be allowed to attend the annual C.L.E.A.T. convention. Any additional expenses, such as lodging, travel, etc..., shall be paid by the employee.

ARTICLE 6

Management Rights

SECTION I

The Association recognizes 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, promote, demote, suspend, discharge, retire, lay off, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the working force; to determine all pre-employment standards and qualifications for new hires; to determine the number and size of the work shifts and the number of persons in each rank; to control the departmental budget; 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 measure employee adherence to such standards; to determine the quality and quantity of equipment and material to be used; to make technological changes; to separate or reassign employees; to determine duties and production standards; to eliminate work; to require overtime work; and to designate employees for overtime work; to establish, modify and enforce rules, regulations, and operational processes and procedures.

The rights and powers mentioned in this Section are by way of example only, and are not exclusive. The listed rights, together with all other rights, powers and prerogatives of the City, not specially ceded in this Agreement, remain vested exclusively with the City. If this Agreement does not, by its terms, specifically restrict Management, then Management retains all power over the matter(s) in question.

SECTION II

Any claim that the City has condoned or tolerated any practice or any acts of any employees shall not amend or limit the City's right of management. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing rights unless such rights are changed by the terms of this Agreement.

ARTICLE 7

Maintenance of Standards

SECTION I

Any substantial economic benefit or working condition that is provided to bargaining unit employees prior to the effective date of the execution of this Agreement shall remain unchanged, provided that the subject of any such economic benefit/working condition is not otherwise specifically addressed in this Agreement, and provided that the economic benefit/working condition is external to the acknowledged rights of management in this Agreement. Further, any such benefit or working condition must have been established in written format by proper authority within a twelve (12) month period preceding the effective date of this Agreement, and must have been provided to all members of the bargaining unit.

SECTION II

All standards, wages, conditions and benefits that are provided to City of Silsbee employees that are not a part of the bargaining unit shall not apply to the members of the bargaining unit unless specifically included or referenced in this Agreement.

SECTION III

The City may grant or revoke privileges, consistent with this Agreement, at its option at any time in order to maintain maximum economy and efficiency of operations, and good employee morale. For purposes of this Article, a "Privilege" is defined as the accommodation of a special need of an Officer, by proper authority, that is not integral to the delivery of basic police services.

The granting or revocation of privileges shall not be done in an arbitrary, capricious or discriminatory manner

SECTION IV

The Chief of Police, City Manager and available City Council members shall meet quarterly with representatives of the Association. The purpose of said meetings are to informally discuss matters of concern and/or interest to either party, including but not limited to insurance benefits, change of payday, Police Officer training and all departmental notices or directives. Three (3) Association representatives shall be allowed to attend without loss of pay. If neither party calls for a meeting in a quarter, the requirements of the meeting are deemed to be waived by each party.

ARTICLE 8

No Strike Clause

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

The City shall not lock out any employee.

ARTICLE 9

Safety and Equipment

SECTION I

GENERAL. The City shall place a high priority on the maintaining of an adequate quantity of safe and properly functioning vehicles and other essential equipment, such as radios.

SECTION II

UNIFORMS. The City shall issue three long sleeve and three short sleeve uniform shirts, three pairs of uniform pants to each Officer whose assignment requires that a uniform be worn. One uniform shirt and one pair of uniform pants will be provided to all other Officers for emergency situations. Service badges and uniform patches will be provided by the City. Uniforms will be replaced by the City on an as needed basis as determined by the Chief, and the old equipment must be turned in to the City. Uniforms that are lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION III

UNIFORM GEAR. The City shall issue a windbreaker, reflective traffic vest, winter jacket and slicker to each Officer. All uniform gear in this Section shall be replaced by the City on an as needed basis as determined by the Chief, and old equipment must be turned in to the City. Any uniform gear herein that is lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION IV

UNIFORM EQUIPMENT PROVIDED BY THE CITY. The City shall issue the following equipment to each uniformed Officer requiring such equipment: A full Sam Brown, including keepers, holsters, clip holder, bullet holder, flashlight holders, stick holder, handcuff case and portable radio holder. The Chief may authorize alternative equipment to the Sam Brown equipment for each non-uniformed Officer, a duty belt and handcuff case shall be provided.

All equipment in this Section shall be replaced when it has been damaged or excessively worn as determined by the Chief, and the old equipment must be turned in to the City. Any item that is lost, damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION V

EQUIPMENT TO BE PROVIDED BY THE OFFICER. Each Officer shall be required to provide at the expense of the Officer the following equipment while on duty:

1. One service firearm of the caliber and type approved for use by the Chief. The firearm must be well maintained and kept in a safe and proper working condition at all times.
2. A watch in proper working order.
3. One pair of approved handcuffs.
4. For uniformed Officers, footwear of a color and style that is appropriate for Uniform wear.

SECTION VI

RADIOS. The City shall provide each Officer with a portable police radio. These radios will be kept in good working condition, and will be replaced on an as needed basis as determined by the Chief. Any radio that has been lost, damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION VII

BULLET PROOF VESTS. The City shall provide each Officer performing enforcement duties with a bullet proof vest subsequent to the receipt of a written request from the Officer. Vests shall be replaced whenever it sustains damage rendering it to be unsafe for continued use, or at an interval recommended by the manufacturer.

Each uniformed Officer for whom a bullet proof vest is purchased by the City subsequent to the approval of this Agreement by the parties, shall wear his/her vest at all times while on duty. However, the Chief may exempt uniformed or non-uniformed Officers from wearing a vest while on duty if the wearing of a vest would impair the ability of the Officer to properly function in a particular assignment.

A committee consisting of a representative of the Association, the Chief or his appointee, and another individual mutually agreed upon, shall develop recommended specifications of the vests. Such recommendation shall be advisory only, and shall not be binding on the City.

SECTION VIII

DEPARTMENT VEHICLES. The City shall furnish each Patrol Division Vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and flares. The City shall provide the following equipment to all other vehicles: Two-way radio; flashlight/charger; and fire extinguisher.

This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis as determined by the Chief. Any item that has been lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION IX

CLOTHING ALLOWANCE. Officers assigned to non-uniform or “plain clothes” duties shall be paid a lump sum clothing allowance of \$750.00 per year, in advance. Prior to receipt of such allowance, the Officer must sign the City’s Payroll Deduction Authorization providing for the City’s recovery, on a pro-rata basis from the earnings of the Officer, of any monies applicable to the unexpended time period to which the allowance is applicable.

All Officers shall keep their clothing and equipment in good condition that results in a neat and professional appearance and properly working equipment.

SECTION X

AMMUNITION. The City shall provide adequate ammunition for firearms qualifications and for on duty use. The City shall provide 150 rounds of practice ammunition annually for each Officer and such ammunition shall be controlled and distributed by the Department’s firearms instructor. The use of ammunition that does not meet the departmental specifications is prohibited.

SECTION XI

RETURN OF CLOTHING/EQUIPMENT TO CITY. When an Officer leaves the employment of the City for any reason, prior to issuance of the final paycheck, the Officer must return all sets of uniforms and all other equipment that was issued to the Officer.

However, Officers who retire from the City may retain their service badge.

ARTICLE 10

SECTION I

Seniority

Seniority for all present Officers shall be in accordance with the seniority list in Attachment A of this contract. Seniority for new employees shall begin with the date of hire.

SECTION II

Seniority shall be the sole determining factor in the allocation of overtime assignments and outside employment call out.

SECTION III

Layoff and Recall

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 that lay off occurs in a rank higher than the entry level, the Officer, or Officers, that are affected in the higher rank shall be demoted into the next lowest rank in lieu of being laid off.

SECTION IV

Shift Assignment

Officers may elect to exchange assigned shifts with other eligible Officers. Requests for shift exchanges must be in the form of letters to the Chief from both Officers (This would be the Officer wanting a day shift and the Officer wanting the night shift) requesting the shift change with dates included.

Officers may elect to work a self-induced semi-permanent shift provided another eligible Officer elects to also work a self-induced semi-permanent shift opposite of that Officer with one Officer working day shift and one Officer working night shift. The Chief shall retain the right to require any Officer on a self-induced semi-permanent shift to return to the opposite shift up to twice a year for a limited period of time not to exceed three weeks, at which time, upon completion, the Officer(s) shall be permitted to return to the original shift agreement (if said agreement is still sought by both Officers). It is not the responsibility of administration to solicit any Officer to fulfill the shift change request. In the event an Officer no longer wants to work a requested shift, the Officer must submit a letter to the Chief stating his/her wishes and the Chief will adjust the schedule accordingly.

Such shift exchanges shall be upon the approval of the Chief or his designee and shall not unduly disrupt the duties, operations, or obligations of the Department. If the Chief does not approve of a shift exchange, the Chief shall notify each affected Officer in writing as to the reason for the denial. No shift exchange shall be unreasonably denied. Any denial of a requested/desired shift exchange must be qualified, by the Chief, with properly documented and substantiated reasons (including but not limited to (1) lack of productivity (2) substantiated/verified complaints on the said Officer that is currently occupying a requested shift and so forth.)

ARTICLE 11

Hours of Work, Overtime & Compensatory Time

SECTION I

HOURS OF WORK. The City retains the right to determine the hours of work and the shift schedules in accordance with applicable laws. The work day for all Officers shall include any shift briefings and required training.

SECTION II

OVERTIME. All properly assigned work performed by an Officer in excess of a forty-eight (48) hour work week, shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer's base rate of pay in salary or in compensatory time, whichever method is selected by the Officer. In the event that the City changes the work shift to an eight (8) hour day and a forty hour week during the life of this Agreement, the City shall compensate the Officers at an overtime rate for any work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week.

Each Officer shall be allowed to be off-duty for a period of one-half hour during his/her work shift for a meal. Such time shall not be considered as work time, except in those cases where the City places restrictions on the Officer during such time to the extent that the time is to be considered as on-duty time under the Fair Labor Standards Act. In the event of an emergency or manpower shortage, the City may require the Officer to be on-duty during meal time.

Excused absences with pay shall not be considered as time worked for the purposes of calculating overtime.

SECTION III

COMPENSATORY TIME. Officers shall be allowed to accrue a maximum of ninety-six (96) hours of compensatory time.

ARTICLE 12

Off-Duty Employment

SECTION I

Off-duty employment that does not constitute a conflict of interest or adverse impact on the Department shall be permitted, consistent with guidelines established by the City and approved by the City Council.

SECTION II

No Officer shall be required to work outside employment, nor shall an Officer be required to work to enable another Officer to work outside employment.

ARTICLE 13

Compensation

SECTION I (BASE PAY)

RANK	October 1. 2013	October 1. 2014
I (0-12 Months)	\$3,155.08	\$3,312.83
II (12-24 Months)	\$3,554.32	\$3,732.04
III (24-36 Months)	\$3,819.68	\$4,010.60
IV (36-48 Months)	\$3,953.58	\$4,151.26
V (48-60 Months)	\$4,086.26	\$4,290.57
VI (60+ Months)	\$4,251.81	\$4,464.40
Corporal *(2)	\$4,351.64	\$4,569.19
Sergeant *(4 total)	\$4,652.28	\$4,884.89
Sergeant II (5 yrs.)	\$4,702.28	\$4,937.39
Sergeant III (10 yrs.)	\$4,727.28	\$4,963.64
Sergeant IV (15 yrs.)	\$4,752.28	\$4,989.89
Lieutenant *	\$4,917.63	\$5,163.51

* Must be employed for a minimum of two years to be eligible.

At the Chief's discretion, the two (2) corporal positions will be in patrol or CID.

The City may set the beginning rate of pay for new Officers beyond step one in the scale based upon the potential Officer's prior level of training and experience as a Certified Peace Officer in the State of Texas. However, no new Officer who is hired in at the Patrolman level shall have a starting pay higher than level IV.

Should the employees of the City who are not members of the bargaining unit be granted a cost-of-living increase in pay during the term of this Agreement, then whatever percentage is granted as a cost-of-living increase shall also be computed and granted to the Officers. Article 13, Section I (Base Pay) does not apply to employees of the City who are not members of the bargaining unit and receive an increase in pay due to reclassification or pay increase due to performance.

SECTION II

LONGEVITY PAY. In addition to base pay, each Officer shall receive longevity pay often dollars (\$10.00) per month per year of service.

Only Officers who have completed two (2) or more years of service with the City of Silsbee shall be entitled to receive longevity pay, and longevity pay shall be calculated from the date of employment.

SECTION III

CERTIFICATION PAY. In addition to base pay, each Officer who attains a certification from TCLEOSE shall be entitled to pay for the one highest certificate in accordance with the following schedule:

Intermediate	\$ 75.00 per month
Advanced	\$ 125.00 per month
Masters	\$ 175.00 per month

SECTION IV

SPECIALTY PAY. In addition to base pay, an Officer who is assigned the additional responsibility of Polygraph Operator, Training Instructor, Intoxilyzer Operator, Firearms Instructor, K-9 Officer or Evidence/Property Officer shall receive \$50.00 per month during such time he/she is assigned such function.

ARTICLE 14

Call out and Court Pay

SECTION I

CALL OUT PAY. Whenever an Officer is called to report to duty while off-duty, the Officer shall be paid either time and one-half for the time that the Officer was out, or two (2) hours at straight time, whichever is the greater amount.

SECTION II

COURT PAY. Officers shall be paid at a straight time rate for a minimum of two (2) hours while required by official duties to attend court or other hearings, except in those cases where such activity immediately precedes or follows the usual tour of duty, in which case the Officer shall be paid at time and one-half for any time worked in excess of the hours schedules for that shift.

ARTICLE 15

Vacation

SECTION I

The following schedule shall apply for accumulation of vacation:

<u>COMPLETED YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
1 through 5	10
6 through 10	15
11 through 19	20
20+	25

The City shall establish reasonable policies for the scheduling of vacation time, and vacations shall be scheduled and approved with due consideration being given both to the needs of the City and to the Officers.

SECTION II

After one year of service, scheduled vacation leave may be split or taken in one day increments. Unscheduled vacation leave may be taken in one or more day increments with the approval of the Chief.

No Officer may be required to take vacation time in excess of that which is requested, except that the City may require that all vacation leave shall be used during the year in which it was earned. In extenuating circumstances where the Officer was unable to use the vacation leave during the year in which it was earned, the City Manager may give approval for the vacation leave to be carried over to the following year, or for the employee to be paid in lieu of the unused vacation time. No Officer may be called back from vacation until the Chief or his designee has made every effort to contact other off-duty personnel to report for duty. Any Officer called back from vacation or compensatory time will be paid time and one-half for the hours worked.

With the approval of the City Manager, unearned vacation leave may be advanced to an Officer in the case of extenuating circumstances. In the event that the Officer separates from the City's employment prior to earning the advanced time, the City shall deduct the amount due to the City from the pay owed to the Officer.

An Officer who separates from the City's employment in good standing may be authorized by the City Manager to receive terminal pay for unused accrued vacation which was earned in both the preceding and current years.

Vacation benefits shall not accrue while an Officer is on leave without pay.

An Officer who has earned the right under pre-existing policies or contracts to accrue a certain amount of vacation leave per year, but who is not so eligible under the terms of this contract, shall retain his or her previously earned accrual.

ARTICLE 16

Holidays

SECTION I

The following eleven (11) holidays shall be provided by the City:

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. Martin Luther King Day |
| 11. Veteran's Day | |

Should the City increase the number of holidays granted to non-bargaining unit employees during the term of this Agreement, employees covered by this Agreement shall receive the same number of additional paid holidays.

SECTION II

“Holiday” shall mean the actual holiday and not the City’s designated day off for non-bargaining unit employees. Officers who work on a holiday may choose to be paid or accrue compensatory time. Officers who work on a holiday and choose to be paid shall be paid for twelve (12) hours straight time in addition to time and one-half the actual hours the Officer works on the holiday. Officers who work on a holiday and choose to accrue compensatory time shall be paid for twelve (12) hours straight time and accrue compensatory time equal to time and one-half the actual hours worked. All compensatory time accrued for holidays must be taken within one (1) year after it is accrued. The 96 hour maximum compensatory time accrual under Section III of Article 11 shall not be exceeded by this provision.

Officers who do not work on a holiday shall be entitled to twelve (12) hours straight time pay or equivalent compensatory time.

An Officer who is on leave of absence without pay on the holiday, or on the scheduled work day immediately preceding or following the holiday, shall not receive pay for the holiday.

In order to be paid for the holiday, an Officer must work on the scheduled working days immediately preceding and following the holiday, except in the case when the Officer is on vacation, sick leave, is taking compensatory time, or is on any other type of approved paid leave, such as attendance at training or out-of-town city business.

Officers who desire to observe religious holidays other than those specified in this Article may be given time off without pay or may be authorized to use accrued vacation or compensatory time.

ARTICLE 17

Sick Leave

SECTION I

ACCRUAL. Officers shall commence to accrue sick leave upon the date of employment, but sick leave cannot be used until completion of the six (6) months probationary period.

Officers shall earn sick leave at the rate of twelve (12) days, or one (1) day per month of service, accumulative up to a maximum of 1080 hours. Officers working a 4 day on/4 day off, 12 hour per day shift shall earn time at a rate of 12 hours per month/144 hours per year. Officers working any other shift shall earn time at a rate of 8 hours per month/96 hours per year.

SECTION II

USAGE. Sick leave may be taken in increments equivalent to one-quarter day of work due to personal illness, injury or legal quarantine. The Chief may allow an Officer to have time off without loss of pay for routine health care appointments which cannot reasonably be scheduled outside of working hours.

After exhaustion of all accrued full-days of sick leave, an Officer may utilize accrued half-days of sick leave.

Upon the exhaustion of all full-days and half-days of accrued sick leave, the Officer may use any accrued unused vacation. Pay shall be discontinued when all leave is consumed, except that the City Manager may, at his discretion, advance sick leave of short duration to permanent employees. In the event of such advance, the City shall recover any monies owing to the City for such advance from the final pay of the Officer in the event that the Officer separates for the City's employ prior to accruing the advanced time.

Beginning with this present contract year, an Officer who utilizes no more than one (1) day of sick leave in the preceding year shall earn one (1) day paid personal leave, which must be taken during the contract year. This provision shall be liberally applied, but shall not interfere with minimum staffing provisions covered under this agreement.

SECTION III

GENERAL PROVISIONS. The City shall establish reasonable procedures for the requesting, verification and reporting of sick leave.

Sick leave credits are not transferable between employees.

An Officer who become ill or injured while on vacation may request that the applicable vacation time be converted to sick leave.

Sick leave benefits shall not accrue while an Officer is on leave without pay.

All sick leave usage shall also be applied to the leave time provided by the Federal Family Leave Act of 1993.

The City may request and obtain verification of the circumstances surrounding any use of sick leave.

An Officer terminating from City service must present certification of illness from a doctor before being eligible to use sick leave in the last two (2) calendar weeks of employment.

Officers that retire from the City with at least twenty (20) years of service shall receive pay at his or her regular rate of pay for fifty percent (50%) of accumulated sick leave, not to exceed 45 days. In the event an Officer is killed in the line of duty, payment shall be made to the Officer's beneficiary for the full amount of accumulated sick leave.

ARTICLE 18

Miscellaneous Leaves

SECTION I

MILITARY LEAVE. Military Leave and leave for annual or weekend military training duty shall be handled in accordance with applicable Federal and State Laws. Officers shall furnish a copy of military orders to the Chief immediately upon receipt of same.

Any Officer who separates from the City's employment for the purpose of entering the military service who desires to return to the City's employment after completion of active military service shall make written application to the City within ninety (90) days after discharge or release, and shall provide the City with a copy of the official military form #DD214.

SECTION II

EMERGENCY LEAVE. At the discretion of the Chief, an Officer may be granted emergency leave with pay for up to three (3) working days per calendar year in the event of a disaster, serious injury, or serious or contagious illness that requires hospitalization or confinement of the Officer's spouse or unmarried child residing in the household, including childbirth of the Officer's spouse.

A written request detailing the exact circumstances must be made for this type leave. Emergency leave shall not be charged against vacation or sick leave, and this leave shall not be unreasonably denied.

SECTION III

BEREAVEMENT LEAVE. At the discretion of the Chief, an Officer may be granted Bereavement Leave with pay not to exceed three (3) working days ~~per calendar year~~ per occurrence in the event of the death of a spouse, child, parent, sibling, grandparent, grandparent of spouse, or anyone living in the same household with the Officer.

SECTION IV

DISASTER LEAVE. An Officer ordered not to return to work or who is unable to report for work due to inclement weather or disaster may be granted leave with pay by the City Manager.

SECTION V

JURY LEAVE. Officers required to report for jury service shall be granted leave with pay during such service, and shall also retain any fees paid by the courts.

A copy of the jury summons shall be provided to the Chief by the Officer, and whenever the Officer is released from jury service the Officer shall report for work immediately if the time of release is within the Officer's normal tour of duty, and if the Officer was scheduled for work on that date.

SECTION VI

OTHER PAID LEAVE. The Chief may grant paid leave for other purposes such as: training, conferences, civic functions, meeting with other governmental entities in the interest of the City, etc. Leaves of this type exceeding one working day must be approved by the City Manager.

SECTION VII

UNPAID LEAVE. Leave that is inapplicable to any of the other leave categories may be authorized by the City Manager on an unpaid basis, and the City Manager may revoke such leave at any time.

Officers on unpaid leave shall not lose or gain seniority, and shall not accrue sick leave or vacation while they are on this type leave. Officers must also pay the full premiums for the City's group insurance while on unpaid leave.

The City Manager must establish that there are extraordinary circumstances in order for unpaid leave to be authorized.

SECTION VIII

ABSENCE WITHOUT LEAVE. Any Officer failing to report for duty, or failing to continue in his/her duty while at work without being properly relieved, shall be considered absent without leave (~~or~~ AWOL).

Pay shall not be provided for any such lost time. Being AWOL constitutes job abandonment, which may result in dismissal.

This Section is not intended to apply to instances of tardiness, which shall be handled at the discretion of the Chief by administrative regulation.

SECTION IX

INJURY ON THE JOB. An Officer who sustains a job-related injury shall receive Worker's Compensation Benefits as provided by State Law. The Officer shall be allowed to utilize his/her accrued Sick Leave for only the first week of lost time. The City shall supplement the injured Officer's worker's compensation benefits to ensure that the Officer is receiving 100% of his/her base salary during the period receiving worker's compensation benefits. This supplement shall be available for a calendar year from the date the worker's compensation benefits begin, yet may be extended in the sole discretion of the City Manager.

The City shall not be prevented from separating any Officer, pursuant to applicable laws, who sustains injuries that render him/her unable to properly resume the performance of the usual and customary job duties after an appropriate period of time.

Prior to any such separation, the City shall attempt to transfer the Officer to any other vacant job in the City, if such vacancy exists, and if the City's physician determines that the Officer is fully fit to satisfactorily and consistently perform any such job.

SECTION X

PREGNANCY/MATERNITY LEAVE. This type leave shall be considered as Sick Leave, and shall be handled as any other temporary disability pursuant to the terms under Article #21 (Sick Leave) in this Agreement.

The provisions of the Family Leave Act of 1993, as described in Section X1 of this Article shall also be available to the Officer upon her request to also utilize such provision.

The time of cessation and resumption of work shall be made by the Officer and her physician. Except in emergencies, at least ten (10) working days written notice prior to cessation of work shall be required. The aforementioned statement shall also include the Officer's intentions about resumption of work.

SECTION XI

FAMILY LEAVE ACT. Officers shall be entitled to the benefits described below provided under the Family and Medical Leave Act (FMLA) of 1993.

1. An Officer who has at least twelve (12) months service shall be entitled to unpaid leave during any twelve (12) month period for:
 - (a) The birth of a child.
 - (b) The adoption or undertaking of foster care of a child. In this case, leave must be taken within twelve (12) months of the event.
 - (c) The care of a spouse, son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition". The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient Care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.
 - (d) A serious health condition of the employee himself/herself that renders the employee unable to perform the functions of the job. The employee shall be required to use any accrued and unused sick leave in this case as a part of the leave.
2. Employees requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice.
3. Documentation of the circumstances necessitating the leave shall be required. The City may request a second opinion from a doctor of the employer's choice at the expense of the City.

4. Employees shall be allowed to return to the same or a comparable job following the leave, provided that the employee is physically able to fully perform the job duties. The City may require a medical certification from the employee or his physician stating that the employee is able to resume the performance of his/her usual and customary job duties.
5. Employees shall not accrue seniority or any other benefits while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the employee's leave; however, the employee must pay the full premiums applicable to his/her insurance coverage at such time as the employee exhausts all leaves with pay.
7. The employee shall be required to take any accrued vacation or compensatory time as part of the leave.
8. The City may require the employee to report periodically on his/her status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.

ARTICLE 19

Insurance

Medical and Group Life Coverage The City shall provide a comprehensive major medical and group life insurance program. The selection of the carrier and the determination of the level of benefits provided shall be at the sole discretion of the City. The members of the Association shall have the same benefit levels and premiums, for employee and dependent medical coverage, as well as life coverage, as applies to non-bargaining unit employees of the City of Silsbee. The City shall provide medical insurance to retired employees having a minimum of twenty-five (25) years of continued employment serving the City of Silsbee, excluding dependent coverage, until the employee is sixty-five (65) years of age.

DENTAL/VISION COVERAGE Effective October 1, 2002, the City will provide Dental/Vision benefits for all members of the Association through the CLEAT Benefit Trust. Employer Plan Services, Inc. or such other service providers the CLEAT Benefit Trust shall designate, will administer the benefits as set forth in the Cleat Benefit Plan Document. Premiums will first be collected in December, 2002 and benefits will begin January 1, 2003. Annually, during open enrollment, Officers may elect to add or delete dependent coverage at their own expense. Dependent premiums will be deducted from payroll and the City will pay all premiums as billed, on a monthly basis. Payment will be as directed by the Trust. It is expressly provided that as a condition of this provision, the City shall provide such benefits on an identical basis to all other City employees, also through the instrumentality of the CLEAT Benefit Trust. The City agrees that such benefits will be provided under an Adoption Agreement to be entered into between such Trust and the Association, and the City agrees that it shall be bound by the terms thereof.

ARTICLE 20

Retirement

Officers shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as may be hereafter amended.

The City's matching ratio, the percentage rate, and the amount of the required contribution from the Officer shall be the same as applies to employees in other departments of the City of Silsbee.

The members of the Silsbee Police Officers Association shall receive all retirement benefits afforded any City employees.

ARTICLE 21
Promotions

GENERAL. The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Sections II-V below shall not be applicable to filling the Assistant Chiefs position. Whenever a promotional opportunity becomes available, the City shall first consider and give preference to qualified Officers of the Department.

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

SECTION II

TEMPORARY PROMOTIONS. The City Manager may authorize a temporary promotion in the case of a vacant position, and the City Manager shall determine the amount of additional compensation, if any, to be provided while the employee temporarily serves in the position.

Service of a temporary nature shall not enable the circumvention of normal selection procedures, nor shall the employee involved thereby acquire any enhanced status or rights by virtue of such service.

SECTION III

SELECTION DEVICES. The City shall determine the nature of any and all selection devices, such as, but not limited to, written or oral examinations, assessment by a board or panel, as well as the weights and values attached to each element of the process that may be utilized.

Any such selection devices are to be job related, with the goal of objectively measuring the skills, knowledge and abilities that are essential for successful performance of the job to be filled, and for valid comparison of the candidates for the position.

SECTION IV

ORAL INTERVIEW PANEL. Following the written test, the Chief or his designee shall select an Officer from within the department, the Association shall select another Officer from within the department, and a third Officer from the department who is mutually acceptable to the other two, shall conduct an oral interview of the candidates.

For promotions to the rank of Sergeant or higher, the Chief or his designee, a person selected by the Association, and a third person selected by the Chief who is mutually acceptable to the other two persons, shall conduct an oral interview of the candidates. If any costs are incurred due to utilizing persons outside of the department, the costs shall be shared equally by the parties. Any Officers who are utilized in this process must be from a municipal police department with a rank equal to or greater than that of the candidate being evaluated. Persons not currently with a municipal police department but who have had at least five (5) years municipal police experience in a rank equal to or higher than that for which the Officer is being evaluated may also be used.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate, and all issued are to be job related. The Chief must approve the questions to be utilized and the issues to be covered. Each candidate shall be noted by each rater as acceptable or unacceptable, and shall be placed in rank order if more than one candidate is being considered. Any finding of unacceptable is to be explained in writing by the individual(s) who made such finding.

In the event that the Panel determines that none of the interviewed Officers is qualified to be promoted, the Panel may recommend to the City Manager that someone from outside the Department be employed to fill the vacancy.

The findings of the panel are to be advisory only.

SECTION V

APPEAL. In the event that an Officer who holds a position in the rank immediately below the rank for which a promotional opportunity exists is denied the promotion, he/she shall have the right to appeal such promotional by-pass through the Grievance Procedure in Article #24 of this agreement.

SECTION VI

PROMOTION TO ASSISTANT CHIEF RANK. In order for a candidate to be appointed Assistant Chief of Police, that candidate must execute the appropriate forms to be removed from the bargaining unit and must have a minimum of two (2) years with the Department. The City agrees to enter an indemnity and hold-harmless agreement with the Association in regard to excluding the Assistant Chief from the bargaining unit.

ARTICLE 22

Miscellaneous

SECTION I

REIMBURSEMENT FOR LOST, STOLEN OR DAMAGED ITEMS. An Officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost, damaged, or stolen as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within twenty-four (24) hours after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$500.00.

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

The City shall not reimburse for items lost or damaged due to negligence, or for items that have been prohibited by proper authority for use on the job, or if it cannot be ascertained by the Chief to his satisfaction that the item was legitimately and properly being utilized solely in connection with a job-related activity.

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

SECTION II

REQUESTS FOR TIME OFF. No request for time off by an Officer shall be unreasonably denied.

SECTION III

PHYSICAL FITNESS. It shall be the responsibility of each employee to maintain the standards of physical fitness required for the proper performance of his/her job.

SECTION IV

PERSONAL APPEARANCE. Each Officer is expected to dress appropriately, and to ensure that uniforms are neat, clean and well-tailored, in order that a good general appearance is presented at all times. Uniforms are never to be worn off duty except for outside events or employment that has been approved by the Chief.

SECTION V

DOCUMENT PROVISION. The City shall provide each member of the bargaining unit with a copy of this Agreement, and a copy of all special orders, general orders, training bulletins, and the Departmental Rules and Regulation.

SECTION VI

Upon retirement from the City of Silsbee, each Officer will be given his/her service badge and an identification card indicating he/she is a retired Police Officer.

SECTION VII

OFFICER DUTIES. It is the intent of the City to ensure that Peace Officers are utilized to their full potential in deterring crime in the City of Silsbee. Officers may be required to transport City funds and/or escort other City employees who are tasked in transporting City funds to a financial institution. No Officer involved in the transportation of City funds to a financial institution shall be held responsible for those funds, except in cases of malfeasance in office or willful or wanton neglect of duty.

ARTICLE 23

Probationary Period

SECTION I

APPLICABILITY. Upon being initially hired, or upon being promoted, each employee shall be required to successfully complete a probationary period of six months.

The Chief or supervisor in the Department shall closely observe and evaluate the work and fitness of employees, and shall provide direction and encouragement to assist them in adjusting to their jobs and to the City service. Only those employees who meet acceptable standards during the probationary period shall be retained. In those cases where the future acceptable performance of a probationary employee is a matter of concern to the Chief, the City Manager, at his discretion, may extend the probationary period for a period not to exceed six (6) months upon the Chief's recommendation.

SECTION II

CONDITIONS. An employee shall fail probation when, in the judgment of the Chief, the employee's fitness and/or quality of work are not such as to merit continuation in the job. Failure of probation may occur at any time within the probationary period, and shall not be considered as part of the disciplinary process.

An employee who fails probation may be separated from City employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position in the City workforce, provided that such position is vacant at that time. A newly-promoted employee who fails probation shall be returned to his or her former type of job, and shall retain eligibility for subsequent consideration for advancement.

The Chief shall ensure that all cases of failed probation are thoroughly documented by the detailing of specific commissions/omissions or other inadequacies that resulted in the failure.

SECTION III

NON-APPEALABLE. An employee failing probation shall have no right of appeal except on the grounds of discrimination prohibited by law or this Agreement, in which case the employee may submit a written appeal to the City Manager within five (5) working days following his/her receipt of notice of failure of probation. The decision of the City Manager shall be final.

ARTICLE 24

Grievance/Disciplinary Appeal Procedure

SECTION I

CONTRACT DISPUTES. The City and the Association agree that the purpose of this procedure is to provide a just and equitable means for resolving disputes between the parties regarding the interpretation, application, or alleged violation of any provision of this Agreement.

All disputes of this nature that arise must be approved by and processed through the Association.

SECTION II

DISCIPLINARY APPEALS. This procedure shall also be the exclusive procedure through which grievances relating to matters of Officer discipline are appealed, processed and resolved.

Any non-probationary employee in the bargaining unit shall have the right to utilize this procedure. Probationary employees are specifically excluded from all of the provisions of this Article, and shall not have the right to appeal any disciplinary action, including discharge, except on the grounds of discrimination prohibited by law, in which case the employee may submit a written appeal to the City Manager within five (5) working days following the occurrence of the incident which is being appealed_

The decision of the City Manager regarding the appeal shall be final.

SECTION III

GENERAL. Employees of the City of Silsbee serve at will, within the provisions of applicable state and federal laws. The City Manager, the Chief of Police, or designee thereof shall retain empowerment to administer discipline for just cause for all employees, at any time, up to and including termination.

For purposes of this Article, disciplinary action resulting in suspension without pay, suspension with pay of greater than ten (10) days, demotion or termination of a member of the bargaining unit may be appealed to the Disciplinary Appeal Panel set forth in Section XIII of this Article. No suspension without pay shall be imposed until after the appeal is final or in the event no appeal was filed, until after the expiration of the time provided for filing an appeal.

Disciplinary action resulting in suspension with pay of five (5) days, but less than ten (10) days, may be appealed to the City Manager. The decision of the City Manager will be final. All other disciplinary actions imposed by the City may be addressed by a letter of rebuttal placed in the Officer's personnel file.

SECTION IV

REASONS. Just cause, as referred to in Section III of this Article, shall be job related and include, but shall not be limited to the following:

- (1) conviction of a felony or other crime involving moral turpitude;
- (2) violations of a municipal charter provision;
- (3) acts of incompetence;
- (4) neglect of duty;
- (5) discourtesy to the public or a fellow employee while the Police Officer is in the line of duty;
- (6) acts showing lack of good moral character;
- (7) drinking intoxicants while on duty or intoxication while off duty;
- (8) conduct prejudicial to good order;
- (9) refusal or neglect to pay just debts;
- (10) absence without leave;
- (11) violation of an applicable police department rule or special order;
- (12) falsification of official documents or records;
- (13) participation in political activities while on the job or while in uniform;
- (14) violation of any provision of the City of Silsbee Substance Abuse Policy;
- (15) unauthorized use or disclosure of official information; or
- (16) unauthorized or improper use of official authority.

SECTION V

SEVERITY. Discipline shall be commensurate with the severity of the offense, and the prior record of the employee will be taken into account, together with the overall circumstances, prior to the City's determination of the disciplinary action to be administered.

SECTION VI

FORMAL DISCIPLINARY ACTION. Formal disciplinary action shall include written reprimand, suspension, reduction in pay, demotion and dismissal. Informal disciplinary action shall include oral reprimands, which may be documented. Counseling and warning the employee in an attempt to bring about improvement should precede formal disciplinary action, but nothing herein shall prevent immediate formal action whenever such action is warranted.

SECTION VII

WRITTEN NOTICE. All disciplinary actions, other than oral reprimands, shall be clearly documented in a written notice, and a copy of the notice shall be provided to the employee. The notice shall describe the deficiency or infraction involved and the specific discipline being administered, and except for notice of termination, shall also state the likely consequences of further infractions.

The employee shall be asked to sign the notice for the purpose of verifying that the notice was received by the employee. The employee's signature shall not be considered as acknowledgment of the validity of the action taken against him/her. The notice shall become a permanent part of the employee's personnel file.

SECTION VIII

SUSPENSION WHILE UNDER INVESTIGATION. Whenever an Officer is under investigation for a crime or official misconduct, or is awaiting hearing or trial in a criminal matter, the Officer may be suspended without pay for the duration of the proceedings when such suspension would be in the best interests of the City and the public. If the Officer is cleared by the investigation or proceeding, the Officer shall be eligible for reinstatement under such terms and conditions as are determined by the City Manager. If the investigation or proceeding was related to any action or inaction that involved the Officer's job as an employee with the City of Silsbee, the Officer shall be eligible for back pay.

SECTION IX

NON-DISCIPLINARY SEPARATIONS. An Employee, or employees, may be laid off due to reorganization of work or due to lack of funds, or may be terminated because of physical or mental incapacity that renders the Officer unable to appropriately perform the usual and customary job duties. In the case of physical or mental incapacity, such determination shall be made only by competent authority as prescribed by the City Manager, and shall not operate to deny an employee the benefit of any accrued City benefits.

Separation from the City's employment under these circumstances shall not be considered as disciplinary action, and is therefore not appealable, except in the case where a competent physician licensed in the State of Texas that is representing the non-probationary Officer provides a written opinion to the City that disagrees with the opinion obtained by the physician engaged by the City.

SECTION X

COMPLAINT NOTIFICATION. Upon notification of a complaint filed against an Officer in the Bargaining Unit by any person, such complaint shall be referred to the Chief of Police, or his designee, for investigation. The Chief shall thoroughly investigate all complaints submitted to him, and shall do so within a reasonable period of time, consistent with the nature of the complaint being investigated. Upon completion of the investigation, the Officer shall be notified, in writing, of the nature of the complaint and the status of the investigation.

SECTION XI

INFORMAL RESOLUTION. The first step in the grievance procedure is for the Association or the Officer to attempt to resolve the grievance/disciplinary issue by an informal conference with the Chief or his designee. A grieving Officer may be represented by, or accompanied by, the President of the Association or his/her designee. In the event of dismissal this step need not be utilized.

SECTION XII

GRIEVANCES/DISCIPLINARY APPEAL FORMAT. All formal grievances and/or disciplinary appeals must be in written form, signed by the Association, or by the Officer in the case of a disciplinary appeal, contain a statement providing all of the facts that are known at the time relating to the grievance, including relevant dates, times, location(s) and the identity of any or all other parties that may be involved in the issue from which the grievance arose. The statement is to also define the remedial action that is being sought by the Association or by the Officer.

SECTION XIII

APPEAL TIME. LIMITS/STEPS/PROCESS.

- STEP 1 SUBMISSION TO CHIEF.** The grievance/disciplinary appeal are to be presented to the Chief within ten (10) working days after the occurrences of the incident from which the grievance or disciplinary action resulted.
- STEP 2 REVIEW BY CHIEF.** The Chief, or his designee, shall provide a written decision to the Association in the case of a contract dispute or the grievant in the case of a disciplinary appeal within fifteen (15) working days. Upon completion of his investigation, the Chief shall notify the Association or the Officer, in writing, of his decision.
- STEP 3 SUBMISSION TO CITY MANAGER.** In the event that the Association or the Officer is not satisfied with the Chiefs decision on the grievance/disciplinary appeal, the Association or the Officer may appeal to the City Manager within five (5) working days subsequent to receipt of the Chiefs decision.
- STEP 4 REVIEW BY CITY MANAGER.** Upon receipt of the grievance/appeal, the City Manager shall investigate the matter, and shall render his decision to the Association or the grievant, in written form, within thirty (30) days following his receipt of the grievance/disciplinary appeal. With the approval of the parties, the thirty (30) day period may be extended if such additional time would be beneficial to the investigation.
- STEP 5 SUBMISSION TO ARBITRATION.** If the grievance/appeal is not settled at the City Manager's level, the Association (and Officer, if applicable) may request, within five (5) days following receipt of the City Manager's decision, that the dispute be referred to an arbitration panel, hereinafter referred to as the "panel".

STEP 6 CREATION OF PANEL. The panel shall be comprised of three (3) members, at least two of whom shall be residents of the City of Silsbee, Texas, unless otherwise mutually agreed. The panel shall consist of one member chosen by the City, one member chosen by the Association, and one member mutually agreed upon by those two. In the event that the two (2) panel members cannot agree on a third member, the City Secretary shall contact the American Arbitration Association and procure a list of seven (7) qualified, neutral arbitrators. The parties shall alternatively strike names from the list with the Association striking first to determine the third member. All expenses related to the use of the American Arbitration Association shall be equally borne by the parties.

The panel shall cast votes to elect a chairman, who shall be responsible for the setting of the hearing, and to ensure that the panel properly functions, unless an arbitrator from the American Arbitration Association is used, in which event that arbitrator shall be the chairman.

In the event that a panel member become unable to serve, a substitute may be selected by the party naming the member or by mutual agreement for the third person, or through the process by which the third panel member was selected if mutual agreement is not achieved.

STEP 7 TIME LIMITS. Unless additional time is needed to accommodate the schedule of the neutral arbitrator, within fifteen (15) days following receipt of the grievance/disciplinary appeal, the Panel shall be created and shall hear facts and circumstances surrounding the issue. The time for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended.

STEP 8 FUNCTION OF PANEL. The disciplined Officer, or his/her designee, or the Association in the case of a contract dispute, may provide testimony, or other related documentary evidence to the Panel. The Chief, the City Manager, or the designee of either, may also provide testimony or other related documentary evidence to the Panel. The disciplined Officer, and any complaining witness, or any witness called by either party, may be examined and cross-examined. The rules of Civil Procedure and Civil Evidence shall not apply but the American Arbitration Association Labor Arbitration Rules will apply with the exception of Rules 7,8,9,12,13,14, and 15. The Expedited Labor Arbitration Rules shall not apply. The expenses, if any, under Rule 21, Labor Arbitration Rules, will be paid one-half by each party.

STEP 9 **DECISION OF PANEL.** Following the hearing, the Panel shall convene in private, and by majority vote (at least 2 of the 3 Panel Members) arrive at a decision as to the contract dispute, or determine whether the disciplinary action should be upheld, or if lesser discipline should be imposed. A greater level of discipline cannot be imposed by the Panel.

The Panel shall be limited to the precise issue before it, and shall not consider any other issue(s) not properly before it.

The decision of the Panel shall be reduced to writing and shall be simultaneously provided to each party within ten (10) calendar days from the date that the decision is reached. The written decision shall be signed by the Panel, and shall indicate the basis upon which the decision of the Panel was reached.

No Panel member may abstain from voting.

The decision of the Panel shall be final and binding on the City and the Officer or the Association; except that the non-prevailing party may appeal to District Court on the basis of fraud, collusion or the issue of whether or not the Panel exceeded its jurisdiction.

ARTICLE 25

Use of Polygraph

A polygraph examination may be requested of an Officer by the Chief only in the strictest confidence, and after the complainant and any complaining witness(es) who give a written statement have been examined and found wholly truthful by a licensed examiner except in the event the complainant alleges sexual assault or sexual harassment .

The Chief may order an Officer to submit to a polygraph examination if the Chief considers the circumstances to be extraordinary and believes that the integrity of the Officer is in question. Prior to issuing any such order under this section, the Chief must submit a written statement to the City Manager providing the reason(s) for the order.

The Officer shall be examined by a licensed polygrapher from outside the Department.

ARTICLE 26

Closing Statements

SECTION I

SAVINGS CLAUSE. Should any provision of this Agreement be found by a court of competent jurisdiction to be inoperative, void or invalid, all other provisions of this Agreement shall continue to remain in full force and effect for the duration of this Agreement.

The intent of the parties is that no portion of this Agreement or provision contained therein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

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

SECTION III

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. The foregoing Agreement constitutes the full and complete Agreement of the parties and, subject to the Maintenance of Standards Article (Article #7) in this Agreement, there are no other agreements, either oral or written except as herein contained.

Each party for the term of this Agreement specifically waives the right to demand or petition for change herein, regardless as to whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION IV

APPROVAL. This Agreement was approved by the City Council of the City of Silsbee, Texas at the regular meeting held on August 26, 2013 and has been ratified by the Silsbee Police Association on August 5, 2013.

FOR THE CITY:

Chief Negotiator

Mayor

City Manager

Chief of Police

ATTEST:

City Secretary

FOR THE ASSOCIATION:

Chief Negotiator

Association President

Association Officer

Association Officer

ATTACHMENT "A"

SENIORITY LIST

OFFICER

DATE OF EMPLOYMENT

David W. Norton	11-12-84
Robert S. Peden	10-24-96
Carlos Montalvo	07-15-97
James S. Blackwell	10-30-01
Joshua Deville	11-01-02
Justin Rogers	06-01-06
Tim Scoggins	09-18-06
Chris Hartman	11-19-07
Stephen Hodges	07-01-09
Josh Lawrence	08-10-09
Brandon Rogers	05-12-10
Travis Hartless	05-12-10
Mark Davis	11-28-11
Benson Alexander Cogbill	06-01-2012
David Grant Brown	06-01-2012
Brandon Chase Kelly	06-27-2012

ATTACHMENT B
Release of Liability Agreement

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

I

I, _____, have accepted the appointment to Assistant Police Chief at the Silsbee Police Department. and recognize such position is an “at will” position within the Management of the City of Silsbee, and that I have no “tenure” in the present position. The position is not represented by the Labor Agreement between the City of Silsbee and the Silsbee Police Association. Therefore, I hereby release the Silsbee Police Association and indemnify them from any and all liability for any claim I might have arising out of the Silsbee 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 grievances procedures as set forth in the Collective Bargaining Agreement between the City of Silsbee and the Silsbee Police Association.

II

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between City of Silsbee and the Silsbee Police Association, except as specified in Paragraph In below, and 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 certificate pay); and the right to file any and all grievances pursuant to Article 24 of the Contract alleging a violation of the Collective Bargaining Agreement, for events occurring while I held the position of Assistant Chief.

I, by execution of this Agreement, do not relinquish my right under Article 24, to be terminated from employment for cause only and to appeal termination of my employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of Assistant Chief to any other position within the Silsbee Police Department. In such event, I will have the full protection of the Silsbee Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or other penalties of any type.

Executed this _____ day of _____, 20_____.

By:

ACCEPTED: _____
President, Silsbee Police Association

ACCEPTED: _____
City Manager. City of Silsbee