

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF TEXAS CITY, TEXAS
AND
TEXAS CITY MUNICIPAL POLICE ASSOCIATION
February 16, 2017
through
September 30, 2020

TCMPA Collective Bargaining Agreement

Table of Contents

PREAMBLE	6
ARTICLE I. Duration	6
Section 1.....	6
Section 2.....	6
ARTICLE II. Definitions.....	7
ARTICLE III. Prevailing Rights.....	8
ARTICLE IV. Management Rights.....	9
Section 1.....	9
Section 2.....	10
ARTICLE V. Wages.....	10
Section 1. Wage Schedule.....	10
Section 2. Overtime Pay.....	10
Section 3. Longevity	11
Section 4. Shift Differential Pay.	11
Section 5. Compensatory Time.	11
Section 6. Disputes Regarding Wage Violations.	11
ARTICLE VI. Uniforms and Special Assignment Pay	12
Section 1. Uniforms and Equipment Allowance.....	12
Section 2. Training Officers.....	12
Section 3. S.W.A.T.....	13
Section 4. Call Out Pay.	13
Section 5. Standby Pay.....	13

TCMPA Collective Bargaining Agreement

Section 6. Court Time Pay.	13
Section 7. Training.	13
ARTICLE VII. Seniority	14
Section 1. Departmental Seniority	14
Section 2. Rank Seniority.....	14
Section 3. Division Seniority	14
ARTICLE VIII. Vacation	14
Section 1. Vacation Allowance.	14
Section 2. Scheduling.....	15
Section 3. Termination.	15
ARTICLE IX. Holidays.....	15
Section 1. Holidays.	15
Section 2.....	15
Section 3.....	15
Section 4.....	15
ARTICLE X. Sick Leave.....	16
Section 1.....	16
Section 2.....	16
Section 3.....	16
Section 4. Accumulation of Sick Leave upon separation.....	16
ARTICLE XI. Personal Days	17
ARTICLE XII. Pension and Retirement.....	17
ARTICLE XIII. Family Bereavement Leave.....	18

TCMPA Collective Bargaining Agreement

ARTICLE XIV. Jury Duty	18
ARTICLE XV. Meals	20
ARTICLE XVI. Certification Incentive Pay	20
ARTICLE XVII. Educational Incentive Pay	20
ARTICLE XVIII. Bilingual Officers.....	21
ARTICLE XIX. Grievance Procedure.....	21
Section 1. Scope of Procedure.....	21
Section 2. Time Limits.	21
Section 3. Steps	21
Section 4. Arbitration	23
ARTICLE XX. Civil Service Rules and Regulations.....	23
ARTICLE XXI. Disciplinary Procedures	24
ARTICLE XXII. Employee Medical Coverage.....	25
Section 1. Employee Coverage	25
Section 2. Dependent Coverage	25
Section 3. Duration.....	25
ARTICLE XXIII. City Protection for Police Officers.....	26
ARTICLE XXIV Assistance to Officers Inflicting or Suffering Injury	26
ARTICLE XXV. Hiring Procedures	27
ARTICLE XXVI. Corporals	28
ARTICLE XXVII. Detective.....	29
ARTICLE XXVIII. Lieutenant.....	30
ARTICLE XXIX. Captain	30

TCMPA Collective Bargaining Agreement

ARTICLE XXX. Assistant Police Chief	32
ARTICLE XXXI. Miscellaneous.....	33
Section 1.....	33
Section 2.....	33
Section 3.....	33
Section 4.....	33
Section 5.....	33
ARTICLE XXXII. Contract Exclusion.....	34
ARTICLE XXXIII Closing Statements	34
Section 1. Full and Final Scope of Agreement.....	34
Section 2. Stability of Agreement	34
Section 3. Savings Clause	35
Section 4. No Bypass Agreement.....	35

TCMPA Collective Bargaining Agreement

PREAMBLE

The following Agreement by and between the City of Texas City, Texas, hereinafter referred to as the City, and the Texas City Municipal Police Association, hereinafter referred to as the Association is recorded, in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City of Texas City recognizes the Texas City Municipal Police Association as the sole and exclusive bargaining agent for all permanent non-probationary police officers as that term is defined in the Local Government Code, Chapter 143.027. 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. The Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with 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 I. Duration

Section 1. This Agreement shall be effective as of the 16th day of February, 2017, and shall remain in full force and effect until the 30th day of September, 2020, or until such time as it is superseded by a new contract between the parties, or in the event the two parties cannot agree on a superseding contract, the present contract shall stay in full force and effect for three (3) years beyond the existing contract.

This agreement shall be automatically renewed from year to year after the expiration date unless either party shall have notified the other at least 120 days prior to the expiration that it desires to modify the agreement.

Section 2. Wherever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the specific economic improvement requested at the time it gives written notice of request for collective bargaining as set forth in Section 1 above.

TCMPA Collective Bargaining Agreement

ARTICLE II. Definitions

- A. "City" means the City of Texas City.
- B. "Association" means the Texas City Municipal Police Association.
- C. "Board of Directors" means those members of the Association who are duly elected, or appointed and serve as members of the Board of Directors of the organization pursuant to the Constitution and By-laws of the Association.
- D. "Bargaining Committee" means those members of the Association who are duly elected in accordance with the Association Constitution Article IV, Section 3.
- E. "Employee" means any sworn Police Officer employed in the Police Department of the City with the exception of the Chief of Police.
- F. "Grievance" means any and all disputes arising under the procedure in Article XIX.
- G. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- H. "Chief" means the Chief of Police of the City of Texas City.
- I. "Mayor" means the Mayor of the City of Texas City.
- J. "Commission" means the Civil Service Commission of the City of Texas City, Texas.
- K. "Department" means the Police Department of the City of Texas City, Texas.
- L. "Longevity" means time in service in the Department from the date the employee became a probationary police officer.

TCMPA Collective Bargaining Agreement

M. "Gender" - Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

N. "Detective" means any personnel assigned by the Chief to Investigative duties outside of Patrol Division.

O. "Non-probationary Police Officer" means a police officer who has completed 12 months of employment with the City, subsequent to obtaining TCOLE certification.

P. "Probationary Police Officer" means a police officer who is employed by the City but has not yet completed 12 months of employment with the City subsequent to obtaining TCOLE certification.

Q. "Just cause" means a fair and honest cause or reason, regulated by good faith on the part of City for transferring, disciplining, or terminating an employee. Just cause shall pass the 7 steps of the American Arbitration Association (AAA).

R. "Regular overtime pay rate" means all add-on pays are added with the employees' basic rate of pay and then calculated at time and a half (1.5).

S. "Regular hourly rate" means the hourly rate as indicated in the appropriate CITY OF TEXAS CITY POLICE WAGE SCHEDULE attachment.

ARTICLE III. Prevailing Rights

All standards, privileges, and working conditions enjoyed by the City of Texas City Police Officers at the effective date of this Agreement, which are not included in this Agreement, shall remain unchanged for the duration of the Agreement.

TCMPA Collective Bargaining Agreement

ARTICLE IV. Management Rights

Section 1. Subject to the terms of this Agreement the Association recognizes the management of the City of Texas City and the direction of the Police Department are vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing right of the City to operate and manage its affairs in all respects. The Association recognizes the City's statutory and Charter Rights to:

- A. Direct and schedule the work of its employees, to include the scheduling of overtime work and training in a manner most advantageous to the City.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions with the City.
- C. Discipline, i.e., discharge, demote, or suspend employees, pursuant to the requirements of Local Government Code.
- D. Maintain the efficiency of governmental operations.
- E. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State Laws.
- F. Determine and direct the methods, processes, means, and personnel including utilization of personal skills and abilities by which operations are to be carried out.
- G. Contract and subcontract when it is in the best interest of the City.
- H. Use civilians in the Police Department to perform duties which do not require a Commissioned Officer or the power of arrest.

The scope of such duties include, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. Civilians performing such duties are not subject to the terms of this Agreement.

TCMPA Collective Bargaining Agreement

I. Establish classifications, job descriptions, and standards which provide the basis for recruiting and assignment, including but not limited to consideration of; education, training, special skills, language skills, performance, etc.

J. Establish and enforce department rules and regulations.

K. The determination of the size of the work force and the right to abolish positions.

The above rights are vested exclusively in the Employer, as are all other rights excluding those rights which are limited or superseded by this Agreement, or provisions of Local Government Code, Chapter 174, and/or other similar state statutes.

Section 2. The Chief shall have the exclusive right to:

A. Establish departmental rules and regulations.

B. Transfer employees within the Department to accomplish the mission of the Department in the most efficient manner. Those employees transferred by the Chief shall not be removed from those positions without just cause.

ARTICLE V. Wages

Section 1. Wage Schedule. Effective October 1, 2016, wages shall be paid in accordance with the schedule outlined in Attachment No. 1 (4% increase across the board) and shall be subject to all of the provisions of this Agreement. For Fiscal Year 2017/2018, (3% across the board), For Fiscal Year 2018/2019, (3% across the board), For Fiscal Year 2019/2020 (3% across the board). The City and Association agree that bargaining will take place in 2020 to negotiate a wage schedule to become effective 10/01/2020.

Section 2. Overtime Pay. Employees assigned to positions other than patrol shall be paid at their regular overtime pay rate for all hours worked in excess of 40 hours in a work week. Employees assigned to patrol positions (six (6) twelve hour shifts and one (1) eight (8) hour shift per pay period) shall be paid at their regular overtime pay rate for all hours worked in excess of 80 hours in a two-week period. In the event that the City and the Association

TCMPA Collective Bargaining Agreement

mutually agree to return patrol to 8 hour shifts, the 40 hour per week overtime provision shall apply to the patrol positions. The City and Association further agree that no employee shall be reduced in or relieved from working their normally scheduled shift to avoid the payment of overtime. For the purpose of calculating overtime pay owed, vacation, holidays, sick time, compensatory time, personal days, bereavement leave, and department approved training shall be deemed as time worked.

Section 3. Longevity. The City shall contribute five (\$5.00) dollars per month for each year of service in the Texas City Police Department to each police officer.

Section 4. Shift Differential Pay.

For the purposes of this section only, officer(s) is defined as on duty, uniformed personnel. This section does not apply to those officers assigned to 8:00 A.M. to 5:00 P.M. whose duties are primarily administrative.

A. Those officers who work the night shift shall receive an additional \$0.55 per hour for such assignment.

Section 5. Compensatory Time. Police Officers may at their discretion accept compensatory time in lieu of overtime payment for work scheduled and approved by the department. Compensatory time will be accrued at a rate of one and one-half times the actual hours worked with a maximum accrual of 480 hours. Compensatory time off shall be scheduled like other leaves of absence and will be subject to staffing levels as determined by the department. Employees will be paid for unused compensatory time up to the maximum accrual of 480 hours upon severance from the department.

Section 6. Disputes Regarding Wage Violations. Employees covered by this Agreement agree to exhaust the Grievance procedures contained in Article XIX prior to the institution of any claims in State or Federal Court regarding alleged violations of this Article.

TCMPA Collective Bargaining Agreement

ARTICLE VI. Uniforms and Special Assignment Pay

Section 1. Uniforms and Equipment Allowance.

A. The department will furnish each uniform officer with a full complement of uniform apparel in quantities and styles prescribed by the department. Personnel assigned to non-uniform functions and/or optional uniform functions shall receive a yearly clothing allowance.

B. Personnel designated by the Chief whose assignment requires a "Business Dress" shall receive \$850.00 per year clothing allowance.

C. Personnel designated by the Chief whose assignment requires a "Casual Dress" shall receive \$450.00 per year clothing allowance.

D. All sworn employees shall receive \$30.00 per pay period for an equipment allowance.

Section 2. Training Officers

A. Officers assigned as training and field training officers shall:

1. Temporary Assigned Training Officer/instructors.

Officers assigned to the duties of training, including field training officer, shall receive an additional pay at the rate of \$50.00 per month while performing such duties; provided however, if an officer trains more than 40 hours per month the officer will receive a maximum of \$100 per month.

2. Designated Field Training Officers.

Officers designated as full-time field training officers shall receive an additional pay at the rate of \$50.00 per month. Such designations shall be made by the Chief of Police or his/her designee. Officers who receive this pay shall not receive assignment pay set out in Article VI, Section 2 (A)(1) above.

B. Officers assigned as classroom instructors shall:

a. Adjust their schedule to include their classroom teaching in a normal eight hour working shift, or

TCMPA Collective Bargaining Agreement

b. Receive the standard regular overtime pay rate for each classroom teaching hour worked. Officers who receive regular overtime pay shall not receive assignment pay set out in Section 2.A.

Section 3. S.W.A.T. Officers assigned to the Special Weapons and Tactics Team shall receive an additional \$50.00 per month.

Section 4. Call Out Pay. Officers called by the Department to report for duty outside their regular schedule shall be paid at the regular overtime pay rate and shall be entitled to work a minimum of four hours at such regular overtime pay rate. The call out pay shall not be pyramided with any other pay. A phone call authorized by the Chief or his designee shall be call out and subject to call out pay.

Officers may choose to waive this entitlement and be paid their regular overtime pay rate for actual time worked. Otherwise, employees are required to remain on duty and perform essential job functions.

Section 5. Standby Pay. Employees required to standby during their off day for appearances in County or District Court shall receive an additional payment equal to two hours pay at regular overtime pay.

Section 6. Court Time Pay. Employees serving as a witness, under subpoena, in a criminal or civil proceeding, during their off-duty hours, shall receive pay at regular overtime pay.

Section 7. Training.

A. The City shall make a minimum of twenty (20) hours of training per year available to each officer while on duty.

B. Such training shall be that required by TCOLE to maintain a sworn officers' license or specific to the officers' primary assignment, excluding training required for relief assignments.

TCMPA Collective Bargaining Agreement

C. Any other training required by the Department shall be either on duty or compensated at regular overtime pay.

ARTICLE VII. Seniority

Section 1. Departmental Seniority is defined as all years of uninterrupted classified service on the Texas City Police Department.

Section 2. Rank Seniority. Seniority is based upon the date of attainment of rank. In case of same attainment date of rank, seniority in rank shall be based upon the final test score received by the employee on the promotional examination for that rank. In the case that there is the same final test score the seniority in rank will be determined by Departmental Seniority.

Section 3. Division Seniority. Seniority in a division is based upon the date of assignment to a particular division in the department. This section is not applicable to the Patrol Division.

ARTICLE VIII. Vacation

Section 1. Vacation Allowance. Vacation allowance shall be earned annually based on the following schedule:

One hundred twenty-eight (128) hours vacation with pay after completion of one year of service with the City.

One hundred sixty (160) hours vacation with pay after completion of Seven (7) years of service with the City.

One hundred ninety-two (192) hours after completion of eighteen (18) years of service with the City.

TCMPA Collective Bargaining Agreement

Section 2. Scheduling. Employees shall be given preference in scheduling vacations in accordance with departmental seniority, within each division or shift. Scheduling of shift assignments and days off within each support division shall be based on division seniority. Scheduling of shift assignments and days off within the Patrol Division shall be based upon rank seniority. Employees shall be permitted to break up ten (10) days of vacation and use the days one to four at a time, as requested.

Section 3. Termination. Any employee leaving the service of the City, for any reason, shall be paid for unused vacation time earned for that year, which has been accrued to date of termination.

ARTICLE IX. Holidays

Section 1. Holidays. The following days shall be observed as holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day

Section 2. Employees who are scheduled to work and actually work on any of the above holidays, shall be compensated at the regular overtime pay rate for hours worked.

Section 3. If the Employee is not scheduled to work, he shall be compensated an additional eight (8) hours' pay at his regular hourly rate.

Section 4. An employee who is not scheduled to work and not working on a holiday shall receive eight (8) hours' holiday pay at his regular hourly rate provided he worked his last scheduled shift before and his next scheduled shift after the holiday; provided however, if the officer has been granted permission to miss the day before and/or after the holiday because of a vacation, compensatory time off, jury duty, military leave, or a leave of absence for educational, funeral or Association services, or Association leave, the employee shall be considered as having worked the requisite days and be eligible for the holiday pay.

TCMPA Collective Bargaining Agreement

ARTICLE X. Sick Leave

Section 1. Accumulation and administration of sick leave and on-duty injury benefits shall be pursuant to TLGC §143 except as provided by this Agreement. The parties agree that the fifteen (15) working days provided by TLGC §143.045 is the equivalent of one hundred twenty (120) hours.

Section 2. Sick leave is designed to protect against loss of income due to personal illness or injury, or an illness or injury of a member of an employee's immediate family. The following are considered immediate family for use of sick leave: current spouse, child or parent that depends on you for care. Any employee who is absent from duty and reports sickness as the reason for such absence shall be required to present a return to work slip/physicians release upon their return to work, for absences of 2 or more consecutive work days. It shall be the responsibility of the employee to furnish evidence satisfactory to Employer that a claim for benefits hereunder is based on a bona fide illness or injury, and upon release to return to work, to provide evidence satisfactory to the Employer that the employee is fit and able to return to work and perform the duties normally required of him.

Section 3. Any officer who is absent from duty due to any illness or personal injury, cannot work any outside job until after that officer has returned to work and worked an assigned shift with the department.

Section 4. Accumulation of Sick Leave upon separation. (a) The Officer, the Officer's heirs or the Officer's legal representative shall be compensated in cash for any unused accumulation of sick leave up to a maximum of 720 hours at the Officer's regular hourly rate of pay, at the time of the Officer's death, resignation, termination or retirement. In the case of any unused accumulation of sick leave in excess of 720 hours, an Officer, the Officer's heirs or legal representative shall be compensated in cash for such hours of unused sick leave in excess of 720 hours in an amount equal to one hour's pay for every four hours of unused, accumulated sick leave at the Officer's hourly rate of pay, at the time of the Officer's death or retirement.

(b) After the dispersal of sick leave funds as indicated above at retirement, the remaining balance of sick leave will be calculated at the Officers regular hourly rate of pay, at the time of departure, and placed in a fund under the Officers name. The retired officer's monthly medical insurance premium will be paid from this fund until the balance is depleted or until such time as the officer reaches their 65th birthday, whichever comes first. This provision, Section 4 (b), will

TCMPA Collective Bargaining Agreement

be effective from October 1, 2016 until September 30, 2018 at which time the provision will automatically expire. This provision, Section 4 (b), is not subject to any extensions that may be contained within the Collective Bargaining Agreement that would extend the eligibility to retire under this provision beyond September 30, 2018. The parties agree that this provision may be extended or modified by mutual agreement for officers who retire after September 30, 2018.

ARTICLE XI. Personal Days

Each employee, who goes six (6) calendar months without using sick leave, shall receive an additional day off (eight (8) hours) without loss of pay. These days shall be referred to as personal days. Scheduling of personal days shall at all times be subject to departmental staffing requirements as determined by the chief of the department. Personal days must be taken within the following six (6) month period unless departmental staffing requirements has made it impossible for these days to be taken within the specified time period. In such case, personal days may be carried over to the following six month period. The six (6) month period referred to herein shall be January 1 through June 30 and July 1 through December 31 of each calendar year.

An officer may bank up to four (4) personal days (thirty-two (32) hours) to use without loss of pay, however upon termination of employment, there is a cap of two (2) days (sixteen (16) hours) pay.

ARTICLE XII. Pension and Retirement

Employees shall be eligible for coverage under the Texas Municipal Retirement System with the provisions thereof. Service Credit Updates shall be performed by the City biannually, to begin January 1993. Effective January 1, 1998, any employee of the City who is a member of the Texas Municipal Retirement System is eligible to retire and receive a service retirement annuity if the member has at least 20 years of credited service in the system. The City will adopt the TMRS Buy Back Option effective January 1, 2003. (Mutually agreed that future raises could be impacted by any rate increase from TMRS that the Buy Back Option generates.) The City will continue the TMRS Restricted Prior Service Credit option adopted by the City Commission on September 7, 2016.

TCMPA Collective Bargaining Agreement

ARTICLE XIII. Family Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted up to twenty-four (24) hours off with pay so that the employee may attend the funeral and/or take care of other matters related to the death. The twenty-four (24) hours must be taken during the two week period following the death of the immediate family members. Proof of death and family relationship is required by the City in order to claim this benefit. "Immediate family" shall be defined as father, mother, grandparents, husband, wife, brother, sister, brother-in-law, sister-in-law, son, daughter, father and mother of spouse, grandparents of spouse, legal guardian of an employee or spouse, grandchildren, and son-in-law or daughter-in-law.

ARTICLE XIV. Jury Duty

Employee on 8 hour shift

1. Employee shall notify their department head or supervisor upon receipt of the notice or jury summons.
2. Employees working the day shift shall report to their department for work if they are released from jury duty prior to noon.
3. Employees working the evening shift shall report to work at their regular time if they are released from jury duty prior to noon.
4. Employees working the night shift shall not be required to work the shift prior to any day that they are scheduled to be in court for jury duty, and if less than eight (8) hours remain between the termination of jury duty and the beginning of the employee's next regular work shift he/she will not be required to work such shift following jury duty.
5. Employees must furnish proof from the court showing the date and time of jury duty served.
6. If the employee fails to furnish proof and does not report back to work as stated above,

TCMPA Collective Bargaining Agreement

then no pay shall be due and disciplinary action may be taken.

7. Employees serving as a witness under SUBPOENA issued at the request of the City or State shall suffer no loss of pay for the period he is required to be present for such duty, and for a period of two (2) hours preceding reporting time and one (1) hour following time of release of same.

Employee on 12 hour Shifts

1. Employee shall notify their department head or supervisor upon receipt of the notice or jury summons.

2. An employee on duty will report to jury duty and the time at jury duty will be attributed to their regular scheduled duty hours.

3. An employee that is not on duty will be allowed two (2) hours travel time preceding reporting time, the time serving, and one (1) hour travel time following the release, as Jury Duty time earned. The time accumulated will be considered time worked toward employees' regular schedule eighty (80) hour work period. If the amount of Jury Duty time earned in a pay period is eight (8) hours or less the employee may choose compensatory time, overtime or to have the time considered as time worked toward the regular scheduled eighty (80) hour pay period. If the employees' Jury Duty time earned exceeds 8 hours in a pay period, the employees' schedule may be adjusted to prevent the employee from exceeding eighty (80) hours in a pay period.

4. Employees must furnish proof from the court showing the date and time of jury duty served.

5. If the employee fails to furnish proof and does not report back to work as stated above, then no pay shall be due and disciplinary action may be taken.

6. Employees serving as a witness under SUBPOENA issued at the request of the City or State shall suffer no loss of pay for the period he is required to be present for such duty, and for a period of two (2) hours preceding reporting time and one (1) hour following time of release of same.

TCMPA Collective Bargaining Agreement

ARTICLE XV. Meals

The City shall provide one meal upon request by any officer who is required by the Department to remain on duty for an uninterrupted period of two (2) hours or more beyond their scheduled shift.

ARTICLE XVI. Certification Incentive Pay

Officers who hold an Intermediate Certificate issued by the Texas Commission on Law Enforcement shall receive \$150.00 per month (\$69.23 per pay period). Officers who hold an Advanced Certificate issued by the Texas Commission on Law Enforcement shall receive \$250.00 per month (\$115.38 per pay period). Officers who hold a Masters Certificate issued by the Texas Commission on Law Enforcement shall receive \$300.00 per month (\$138.46 per pay period).

ARTICLE XVII. Educational Incentive Pay

Employees who hold a degree from an accredited school recognized by the U.S. Department of Education will receive educational pay at one of the levels below:

Associate Degree \$50.00/month (\$23.08 per pay period)
Bachelor Degree \$100.00/month (\$46.15 per pay period)
Masters Degree \$150.00/month (\$69.23 per pay period)
Doctorate Degree \$175.00/month (\$80.77 per pay period)

The employee must provide a copy of diploma, degree or transcript evidencing completion of degree requirements.

TCMPA Collective Bargaining Agreement

ARTICLE XVIII. Bilingual Officers

The City shall compensate any officer certified as bilingual in the amount of seventy - five (\$75.00) dollars for each month of service, prorated the first year. Bilingual officer: Bilingual officers shall speak any additional language other than English and be capable of translating that language into English, to the satisfaction of this contract. Bilingual officers shall be certified as such after testing in a manner mutually agreed upon and by a person (tester) mutually agreed upon. The tester shall notify the City in writing of the status of any officer who has been tested and the officer shall be notified by the City as to his status. Such bilingual testing shall be conducted through the Human Resources Department.

ARTICLE XIX. Grievance Procedure

Section 1. Scope of Procedure. The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this collective bargaining Agreement shall be subject to this 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 any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

Section 3. Steps. A grievance within the scope of this procedure as defined in Section I above shall be handled as follows:

- STEP 1. Any employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.

TCMPA Collective Bargaining Agreement

- STEP 2. If the grievance is not resolved at Step 1, the employee shall submit the grievance, in writing, to his immediate supervisor within five (5) working days. The grievance shall be submitted on a form mutually agreed upon by the City and the Association and shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature. The intermediate supervisor shall respond to the employee's grievance and shall render a decision, in writing, within five (5) working days.
- STEP 3. If the grievance is not resolved at Step 2, the Association shall determine if a grievance exists. Said determination shall be made by an association grievance committee. The grievance committee shall meet and render its decision within ten (10) working days of the Step 2 ruling including presentation of the grievance at Step 4, if such be the committee's determination. In the event that the grievance committee decides that a grievance exists, the Association, representing the aggrieved employee, shall proceed to Step 4. In the event that the grievance committee decides that no grievance exists, there shall be no further action taken under this procedure.
- STEP 4. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have seven (7) business days to act on the grievance and render a decision in writing.
- STEP 5. If the grievance is not resolved at Step 4, the matter shall be submitted in writing to the Mayor, or his designated representative within five (5) business days from the decision at Step 4. The Mayor, or his designated representative shall review the matter and shall render a decision in writing within ten (10) business days. The Chief shall obtain the response from the Mayor, or his designated representative and contact The Chairman of the Association's Grievance Committee and/or the President of the Association of the response and results within three (3) business days. If the grievance has not been settled at Step 5, the parties shall have five (5) working days from the date the Chief notified the President and/or grievance committee chairman of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Mayor or his designated representative. Since the City may also grieve against the Association, any

TCMPA Collective Bargaining Agreement

grievance by the City against the Association will be filed directly with the President of the Association; and if not settled within five (5) business days, may be submitted to arbitration for adjustment. A grievance contesting action by the Mayor maybe initiated at Step 3 within thirty (30) days of the employee's actual or constructive knowledge of the occurrence or event causing the problem. The President of the Association or his designee may file a class action grievance on behalf of the bargaining unit members similarly situated at Step 3 above within thirty (30) days of the employee's actual or constructive knowledge of the occurrence or event causing the problem.

Section 4. Arbitration. If a grievance is submitted to arbitration, within five (5) working days, the City and the Association may agree on an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request a selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested 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 arbitrator shall not have the power to add to, amend, modify or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself 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. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

ARTICLE XX. Civil Service Rules and Regulations

The City of Texas City Civil Service Rules and Regulations adopted on August 22, 2002, and those adopted thereafter shall be a formal part of this Agreement. Claims of violations of such rules and regulations shall be filed under the City of Texas City Civil Service Rules and Regulations. The adoption of new City of Texas City Civil Service rules, or changes in existing

TCMPA Collective Bargaining Agreement

City of Texas City Civil Service rules, shall be accomplished by the Civil Service Commission only after having given the Association the opportunity to be heard by the Civil Service Commission regarding such proposed new rules or changes, provided that the resolution of such question shall not be subject to arbitration.

ARTICLE XXI. Disciplinary Procedures

The City and the Association agree that any member of the bargaining unit who is subject to its disciplinary action will be accorded the rights and procedures provided in Chapter 143 Sections 143.051 through 143.057 of the Local Government Code. No employee shall be reduced in classification, suspended or removed except for just cause. Further, no form of disciplinary action will be taken except for just cause. Discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, employee's record of discipline and that employee's record of performance and conduct in accordance with management rights.

Written records of a disciplinary action shall be sealed, upon the officer's request, after expiration of the following times from the date of final disposition thereof, provided no intervening disciplinary action has been taken before the expiration of that time:

Written reprimands	six (6) months
Suspensions less than three (3) days	twelve (12) months
Suspensions of three (3) days or more	twenty-four (24) months

The sealed records shall be retained in the personnel file and labeled "Disciplinary Records". The Chief may note the existence of the sealed records in administering progressive discipline under this Article, but shall not consider the contents thereof solely for the purpose of determining the degree of discipline to be imposed on another employee, or in connection with a subsequent dissimilar offense. Once sealed, the written records of discipline shall not be opened, unless required by law, or by order of the Chief and in his presence. The Chief shall notify the

TCMPA Collective Bargaining Agreement

affected employee of the issuance of any such order; and of the resealing of the records. After such records have first been sealed, no matter shall be added to or deleted from such records.

ARTICLE XXII. Employee Medical Coverage

Section 1. Employee Coverage. The group medical and dental insurance plan now in effect covering police officers, or a plan providing equal or greater benefits, shall remain in effect during the term of this Agreement. The Employer agrees to contribute a portion of the cost of the police officer coverage and a portion of the cost of dependent coverage for eligible members of the police officer's family, such portion being set out in Attachment #2 which is attached. The parties understand and agree that the phrase "equal or greater benefits" does not include the specific medical care provider, including but not limited to the approved physician, pharmacy or other prescription provider, laboratory, the hospital or other facility to be used by the employee. The medical and dental insurance plan effective January 1, 2016 is attached hereto and referenced as Attachment #2 for the purpose of establishing existing benefits as defined by this article. Employees hired or re-hired after September 30, 2007, shall not be eligible for the "Buy Up" insurance plan. Employees eligible for "buy-up" upon execution of this agreement shall be grandfathered with the plan equal or greater benefits as those in effect on December 1, 2007. Thereafter, if an employee drops the "Buy Up" insurance plan, they revert to the coverage offered by the City to non-civil service employees ("Core" Plan) and lose the "Buy Up" option plan. "Buy Up" plan employees with employee-only coverage may not switch to "Buy Up" dependent coverage.

Section 2. Dependent Coverage. The employee may insure eligible dependents, in accordance with provisions of the policy. The Employer agrees to contribute 50% of the cost of the dependent coverage.

Section 3. Duration. The parties agree that this Article will remain in effect through January 1, 2019 and is not subject to any of the extension provisions contained in this Agreement. Prior to September 30, 2018 the parties agree to negotiate future medical coverage provisions that are equal to or better than Attachment #3.

TCMPA Collective Bargaining Agreement

ARTICLE XXIII. City Protection for Police Officers

The City shall Indemnify and defend employees subject to this Agreement from and against any claim or lawsuit arising from the lawful performance of an employee's duty.

ARTICLE XXIV. Assistance to Officers Inflicting or Suffering Injury

1. When an officer discharges his firearm on or off duty and the discharge causes death or serious injury to any person, the Chief of Police shall immediately place the officer on temporary non-street duty for a minimum of three (3) days.
 - a. If, any officer during the performance of his or her duties, causes death or serious injury to another or sustains a serious injury, the department will provide psychological counseling for the officer. The officer's appointment for counseling will be no later than five (5) working days from the date of the incident.
 - b. If the officer is injured, his or her appointment for counseling will be made on or before the officer returns to regular duty.
2. The Chief of Police, may in cases where an officer discharges his firearm and the discharge does not cause death or serious injury, grant non-street-duty status as soon as possible to the officer. Non-street-duty status will be granted if it is in the best interest of the officer and the department.
3. If, any officer, during the performance of his or her duties, is involved in a potentially life threatening situation to any person, and the officer requests psychological counseling, the Chief of Police will evaluate this request. It shall be the officer's responsibility to show cause why such counseling is necessary. The request will be granted if it is in the best interest of the officer and the department.
4. The cost of any psychological counseling shall be paid for by the City. The officer will be allowed to attend counseling session(s) during his tour of duty. If the officer must attend the scheduled session(s) during off-duty hours, he or she will be given overtime compensation for the actual time spent at the counselors.

TCMPA Collective Bargaining Agreement

5. The Association may begin a “buddy officer” program, in which an officer inflicting or suffering injury can be paired with a peer, who he/she can council with immediately after the incident and/or during the investigation.

An officer inflicting or suffering injury may council with his/her spouse as well as with the department chaplain or another member of clergy of the officer’s choosing.

ARTICLE XXV. Hiring Procedures

The City of Texas City and the Texas City Municipal Police Association agree to the following hiring procedures. The entry level testing requirements of Sections 143.022 through 143.026, Local Government Code, is hereby waived by mutual agreement as provided for and authorized by the provisions of Chapter 174 of the Local Government Code.

1. Application for employment may be taken by the Personnel Department of the City, year round.
2. The following minimum steps shall be followed as reasonably as possible for the filling of vacancies for entry level positions:
 - a. Application
 - b. testing for the ability to read and write the English language
 - c. medical examination
 - d. physical agility test
 - e. psychological testing
 - f. background investigation
 - g. oral interviews
 - h. final selection by Chief of Police
3. Probationary Period.
 - a. There is a one (1) year probationary period for new hires who are already TCOLE certified.

TCMPA Collective Bargaining Agreement

- b. New hires who are not certified begin their one-year probationary period on the date they become TCOLE certified.

ARTICLE XXVI. Corporals

The classified position/rank of Corporal shall be placed in the chain of command above the position of Patrolman and below the rank of Sergeant and shall be considered a supervisor in the chain of command.

Qualifications for the classified position/rank of Corporal shall require that a Patrolman complete the following qualifications prior to being eligible to being promoted to the rank:

- Advanced Certificate
- F.T.O. Status
- 6 Years of continuous service with the Texas City Police Department as a Police Officer immediately preceding the promotion to Corporal
- TCOLE Instructor License
- Current with all TCOLE training requirements

Any person who has completed all of the qualifications for the rank of Corporal may apply to the Department for change of rank. If that individual is qualified, the Department Head shall promote that officer to the classified position/rank of Corporal.

Any employee who resigns the rank of Corporal is prohibited from re-applying for said rank for a two-year period from the effective date of said resignation.

Only those Officers who have attained the rank of Corporal may take subsequent examinations for Sergeant. Any Officer who has attained the rank of Corporal shall be eligible to take the examination of the rank of Sergeant, regardless of time in grade.

TCMPA Collective Bargaining Agreement

In order to prevent abuses of the promotional system, eligibility to take the examination for the rank of Sergeant, requires an Officer to have attained the rank of Corporal prior to the official posting of the promotional examination.

In the event of two or more Officers attaining the rank of Corporal at the same time, the senior in rank shall be determined by departmental seniority (continuous years of service with the Texas City Police Department as a Police Officer). In all other cases senior in rank shall be determined by the date the Officer attained the rank.

The department shall insure that Officers promoted to the rank of Corporal attend a TCOLE accredited first line supervisor's school, within TCOLE guidelines.

Corporal will perform as supervisors when specifically designated to do so by the shift commander or higher authority, otherwise they will perform the duties formerly designated for Senior Patrolman.

To enhance the proper disbursement of supervision, Corporals shall bid by seniority in rank for shift assignments and days off, as all other ranks currently do.

ARTICLE XXVII. Detective

Those assigned to Criminal Investigations shall be permitted to wear a badge which denotes their primary function with the Department. The badge shall have the word "Detective" as the method denoting their primary function. This badge of this section shall not have any meaning other than a manner to denote the wearer as a member of the Criminal Investigation Division of the Texas City Police Department; shall not entitle the wearer to any rank or privilege not already attained; shall not denote a supervisory status, nor have any secondary or implied meaning.

TCMPA Collective Bargaining Agreement

ARTICLE XXVIII. Lieutenant

The City's governing body shall create the classification of Lieutenant and shall create a minimum of three (3) positions within such classification. This rank shall be placed in the chain of command above the classification of Sergeant and below the classification of Captain. The Association recognizes that the department maintains management rights to add to this classification as needed. This position will be compensated at a rate of base pay which is no less than 4% above that of Sergeant. Incentive pays, longevity, benefits, and leave accumulations shall be those established by the Collective Bargaining Agreement. The classification of Lieutenant shall be a tested position in accordance with Local Government Code, Chapter 143.

ARTICLE XXIX. Captain

The City's governing body shall maintain the classification of Captain and shall maintain a minimum of three (3) positions within such classification. This rank shall be placed in the chain of command above the classification of Lieutenant and below the classification of Assistant Police Chief. The Association recognizes that the department maintains management rights to add to this classification as needed. It is understood that appointments to this classification shall be made as follows:

1. Officers who hold the rank of Captain as of October 1, 2016 shall be entitled to test for the position of Lieutenant.
2. Initial appointments made to the Captains position on or before February 1, 2017 shall be determined by the City, at its sole discretion, from the classified position of Lieutenant, or Sergeant with a minimum of six (6) years in grade. ("Appointed Captains")
3. Except for the initial appointments made under #2, candidates for promotions to the classified position of Captain made after February 1, 2017 must hold the position of Lieutenant, irrespective of years of service in that classification, on or before the date of the written exam.

TCMPA Collective Bargaining Agreement

("Tested Captains") Candidates will be chosen for promotion according to the following procedure:

a. To be placed on the promotional eligibility list, candidates must successfully complete an objectively scored assessment/written exam process. Candidates are not required to obtain a score of 70 on the written exam to participate in the assessment portion of the process. To be placed on the promotional eligibility list, the candidate's composite score on both testing components (written test and assessment) must be 70 or better.

b. The assessment/written exam evaluation will be structured and weighed as follows:

Written Exam	25%
Administrative Skills	25%
Incident Command Skills	30%
Structured Interview	20%

c. Upon successful completion of the assessment/written exam evaluation, applicants will be placed onto a promotional eligibility list in rank order.

4. The position of Captain will report to and be directly supervised by the Police Chief, or his or her designee, and be given the duties and functions prescribed by the City.

6. Compensation for the Captain position will be at a base pay rate which is no less than 4% above that of Lieutenant. Incentive pays, longevity benefits, and leave accumulations shall be those established by the Collective Bargaining Agreement.

7. The position of Captain is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act

8. Appointed Captains may be removed from the position at the discretion of the City without the right of appeal.

TCMPA Collective Bargaining Agreement

9. Individuals removed from the position of Appointed Captain shall retain the right to return to their last attained permanent classification within the police department.
10. "Tested Captains" retain all appeal rights under TLGC Section 143 and this Agreement.

ARTICLE XXX. Assistant Police Chief

The department shall create the classification of Assistant Chief. This rank shall be placed in the chain of command above the classification of Captain and below the position of Police Chief. The Assistant Police Chief will perform the duties of the Chief of Police in the absence of the Chief of Police. This position is subject to all provisions of Section 143.014 of the Local Government Code as written, with the following exception:

Section 143.014(d)(2) shall be changed to:

At least be classified as a Lieutenant in the Texas City Police Department.

The position of Assistant Police Chief shall be governed henceforth by the following provisions and/or conditions:

1. The Assistant Chief of Police shall be an appointed position within the Police Department governed by the eligibility requirements prescribed by the City.
2. The position of Assistant Police Chief will report to and be directly supervised by the Chief of Police and be given the duties and functions prescribed by the City.
3. All matters of compensation, conditions of employment, and benefits shall be determined solely by the City, provided that this position will be compensated at a rate of base pay which is no less than 4% above that of Captain. Incentive pays, longevity, benefits, and leave accumulations shall be those established by the Collective Bargaining Agreement.
4. The position of Assistant Police Chief is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

TCMPA Collective Bargaining Agreement

ARTICLE XXXI. Miscellaneous

Section 1. The City shall provide three hard copies of this agreement to the Association, as well as a CD containing a signed copy of this agreement and all audio recordings from all collective bargaining sessions.

Section 2. The City will continue its policy of repairing or replacing personal property authorized to be in the possession or in the vehicle of the officer while on duty if same has been lost or damaged without fault of the officer while in the performance of his duties up to a maximum of \$1500.00

Section 3. Officers shall be reimbursed by the City for a TCOLE approved correspondence course approved in advance by the Chief which the officer successfully completes, unless the course qualifies for the City's College Tuition Policy and is approved in advance under that policy.

Section 4. The Texas City Police Department classifications will only consist of the Chief of Police, Assistant Chief, Captains, Lieutenants, Sergeants, Corporals and Patrol Officers.

Section 5. The City of Texas City and the Texas City Municipal Police Association through a Memorandum of Understanding adopted a Lateral Entry Program for Certified Peace Officers effective April 2, 2016. The Lateral Entry Program (MOU) becomes part of this agreement upon the effective date of this agreement.

3 years but less than 5 years' patrol experience = 3 year Patrol Officer regular hourly pay rate.

5 years and over patrol experience = Max Lateral Entry regular hourly pay rate.

Upon the successful completion of the probationary period, the officer will be elevated to 4 year Patrol Officers regular hourly rate. The Officer will thereafter progress through the Wage Schedule as if his time credited under this provision was with the Texas City Police Department. This section affects the officer's hourly pay rate only and in no way alters an officer's seniority with the Texas City Police Department.

TCMPA Collective Bargaining Agreement

ARTICLE XXXII. Contract Exclusion

To the extent permitted by law, the term of this Agreement shall take precedence over state and local civil service provisions in relation to the subjects addressed herein. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of the Contract shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Such invalidation shall be changed by the Employer only after having given the Association the opportunity to negotiate such proposed new changes.

ARTICLE XXXIII. Closing Statements

Section 1. Full and Final Scope of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees agreements arrived at by the parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Stability of Agreement. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. A failure of the City or employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and employees to such future performance shall continue in full force and effect.

TCMPA Collective Bargaining Agreement

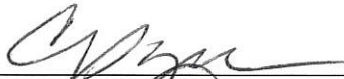
Section 3. Savings Clause. Should any provision of this Agreement be found to be inoperative, void and invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 4. No Bypass Agreement. The parties hereto agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Association. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations up to and including impasse resolution attempts.

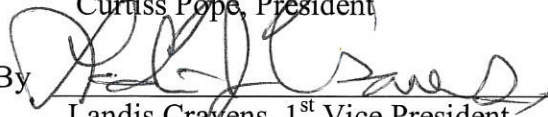
TCMPA Collective Bargaining Agreement

TEXAS CITY MUNICIPAL POLICE
ASSOCIATION BARGAINING COMMITTEE

CITY OF TEXAS CITY, TEXAS

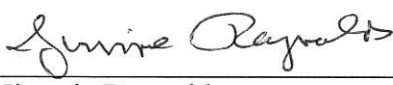
By 
Curtiss Pope, President

By 
Matthew T. Doyle, Mayor

By 
Landis Cravens, 1st Vice President

Date 2/16/17

By 
Ross Clements

By 
Jimmie Reynolds

ATTEST

By 
Donald Cox

By 
Ernest Robles


Laura Boyd, Director of Finance

Attachment 1

PROPOSED POLICE WAGE SCHEDULE										
	CURRENT		4%		3%		3%		3%	
CLASSIFICATION	HOURLY	ANNUAL	10/1/2016	ANNUAL	10/1/2017	ANNUAL	10/1/2018	ANNUAL	10/1/2019	ANNUAL
Assistant Chief	\$ -		\$ 42.48	\$ 88,358.40	\$ 43.75	\$ 91,009.15	\$ 45.07	\$ 93,739.43	\$ 46.42	\$ 96,551.61
Captain	\$ 39.22	\$ 81,577.60	\$ 40.85	\$ 84,968.00	\$ 42.08	\$ 87,517.04	\$ 43.34	\$ 90,142.55	\$ 44.64	\$ 92,846.83
Lieutenant	\$ -		\$ 39.28	\$ 81,702.40	\$ 40.46	\$ 84,153.47	\$ 41.67	\$ 86,678.08	\$ 42.92	\$ 89,278.42
Sergeant-after 5 years at Sergeant	\$ 36.32	\$ 75,550.18	\$ 37.77	\$ 78,567.42	\$ 38.91	\$ 80,924.45	\$ 40.07	\$ 83,352.18	\$ 41.28	\$ 85,852.75
Sergeant - beginning	\$ 35.57	\$ 73,985.60		\$ 76,945.02	\$ 38.10	\$ 79,253.37	\$ 39.25	\$ 81,630.98	\$ 40.42	\$ 84,079.91
Corporal/Patrol 10+ years	\$ 32.94	\$ 68,506.46	\$ 34.26	\$ 71,255.81	\$ 35.29	\$ 73,393.48	\$ 36.34	\$ 75,595.29	\$ 37.43	\$ 77,863.15
Corporal/Patrol 8-9 years	\$ 31.81	\$ 66,172.70	\$ 33.08	\$ 68,811.39	\$ 34.07	\$ 70,875.73	\$ 35.10	\$ 73,002.01	\$ 36.15	\$ 75,192.07
Corporal/Patrol 6-7 years	\$ 30.73	\$ 63,923.81	\$ 31.96	\$ 66,475.14	\$ 32.92	\$ 68,469.39	\$ 33.91	\$ 70,523.47	\$ 34.92	\$ 72,639.18
Patrolman 4-5 years	\$ 27.52	\$ 57,240.77	\$ 28.62	\$ 59,531.26	\$ 29.48	\$ 61,317.20	\$ 30.36	\$ 63,156.72	\$ 31.27	\$ 65,051.42
Patrol Lateral entry **5 years and over Patrol experience**	\$ 24.99	\$ 51,979.20	\$ 25.99	\$ 54,058.37	\$ 26.77	\$ 55,680.12	\$ 27.57	\$ 57,350.52	\$ 28.40	\$ 59,071.04
Patrol Lateral entry **At least 3 years but less than 5 years of Patrol experience**	\$ 24.53	\$ 51,024.48	\$ 25.51	\$ 53,063.30	\$ 26.28	\$ 54,655.19	\$ 27.06	\$ 56,294.85	\$ 27.88	\$ 57,983.70
Patrolman -3yrs	\$ 24.53	\$ 51,024.48	\$ 25.51	\$ 53,063.30	\$ 26.28	\$ 54,655.19	\$ 27.06	\$ 56,294.85	\$ 27.88	\$ 57,983.70
Patrolman -2 yrs	\$ 22.31	\$ 46,399.39	\$ 23.20	\$ 48,260.99	\$ 23.90	\$ 49,708.82	\$ 24.62	\$ 51,200.09	\$ 25.35	\$ 52,736.09
Patrolman -1 yr TCLEOSE certf.	\$ 21.84	\$ 45,423.46	\$ 22.71	\$ 47,244.29	\$ 23.40	\$ 48,661.62	\$ 24.10	\$ 50,121.47	\$ 24.82	\$ 51,625.11
Probationary Patrolman	\$ 21.47	\$ 44,659.68	\$ 22.33	\$ 46,443.90	\$ 23.00	\$ 47,837.22	\$ 23.69	\$ 49,272.34	\$ 24.40	\$ 50,750.51

Medical Insurance Cigna

The City of Texas City is committed to providing you with comprehensive medical benefits to meet your needs. You pay the cost of your coverage through pre-tax payroll deductions. By paying on a pre-tax basis, your cost for coverage is lower because the earnings you use to pay premiums are not subject to federal tax withholding or Social Security (FICA) taxes. Cigna administers the medical and prescription drug plans for City of Texas City. Employees are free to use the physicians and health care providers of their choice, but the in-network providers offer added advantages for participants. To find participating providers, go to www.cigna.com and select the Open Access Plus network, or log in to your myCIGNA.com account and you will automatically be limited to seeing the participating doctors.

Core Plan

Plan Features	In-Network	Out-of-Network
Calendar Year Deductible	\$1,000 Individual / \$2,000 Family	No Out-of-Network Benefits Available
Coinsurance (Plan Pays)	80%	
Out of Pocket Maximum (Includes Deductible and all Copays)	\$3,000 Individual / \$6,000 Family	
Lifetime Maximum	Unlimited	
Primary Physician Office Visit	\$30 copay per visit	
Specialist Physician Office Visit	\$30 copay per visit	
Rehabilitation Services	\$30 per visit; 20 visit limit per calendar year for Rehabilitation & Chiropractic care, 36 days for Cardiac rehab services	
Preventive Care Services	\$0 copay*	
Urgent Care	\$35 copay per visit	
Hospital and Other Charges		
Inpatient	80% after deductible	No Out-of-Network Benefits Available
Outpatient	80% after deductible	
Emergency Room Charges	\$150 copay per visit if not admitted to hospital; copay waived if admitted within 48 hours	
Home Health Care (max 90 days)	80% after deductible	No Out-of-Network Benefits Available
Skilled Nursing Facility (60 days per Calendar Year)	80% after deductible	
Behavioral Health/Chemical Dependency		
Inpatient Serious Mental/Behavioral Health	80% after deductible	No Out-of-Network Benefits Available
Outpatient Serious Mental/Behavioral Health	\$30 copay per visit	
Inpatient Chemical Dependency	80% after deductible	
Outpatient Chemical Dependency	\$30 copay per visit	
Pharmacy		
Retail (up to a 90 day supply) Generic/Formulary/Non-Formulary)	\$10 / \$20 / \$40	No Out-of-Network Benefits Available
Mail (up to a 90 day supply) Generic/Formulary/Non-Formulary)	\$20 / \$40 / \$80	

Medical Insurance Cigna

Buy-Up Plan

Plan Features	In-Network	Out-of-Network
Calendar Year Deductible	\$1,000 Individual / \$2,000 Family	No Out-of-Network Benefits Available
Coinsurance (Plan Pays)	90%	
Out of Pocket Maximum (Includes Deductible and all Copays)	\$3,000 Individual / \$6,000 Family	
Lifetime Maximum	Unlimited	
Primary Physician Office Visit	\$15 copay per visit	
Specialist Physician Office Visit	\$15 copay per visit	
Rehabilitation Services	\$15 per visit; 20 visit limit per calendar year for Rehabilitation & Chiropractic care, 36 days for Cardiac rehab services	
Preventive Care Services	\$0 copay*	
Urgent Care	100% after \$35 copay per visit	
Hospital and Other Charges		
Inpatient	90% after deductible	No Out-of-Network Benefits Available
Outpatient	90% after deductible	
Emergency Room Charges	\$100 copay per visit if not admitted to hospital; copay waived if admitted within 48 hours	
Home Health Care (max 90 days)	90% after deductible	No Out-of-Network Benefits Available
Skilled Nursing Facility (60 days per Calendar Year)	90% after deductible	
Behavioral Health/Chemical Dependency		
Inpatient Serious Mental/Behavioral Health	90% after deductible; pre-certification required	No Out-of-Network Benefits Available
Outpatient Serious Mental/Behavioral Health	\$15 copay per visit	
Inpatient Chemical Dependency	90% after deductible; pre-certification required	
Outpatient Chemical Dependency	\$15 copay per visit	
Pharmacy		
Retail (up to a 90 day supply) Generic/Formulary/Non-Formulary)	\$5 / \$10 / \$20	No Out-of-Network Benefits Available
Mail (up to a 90 day supply) Generic/Formulary/Non-Formulary)	\$10 / \$20 / \$40	

*Some preventive services may be subject to cost sharing—refer to Cigna booklet for details.

Dental Insurance Cigna

The Dental Plan helps you with the cost of many dental services, including child orthodontia. Preventive care, such as routine check-ups and cleanings, is covered at 100% with no deductible. You must first meet an annual deductible for basic and major services, and then the Plan pays a percentage of the cost for your dental care. It's always a good idea to ask for a pre-determination of costs for services over \$300. The in- and out-of-network benefits are covered at the same percentage; however, using in-network providers will save you money as the reimbursements will be based on a discounted rate. Out-of-network providers are based on Usual and Customary rates and may balance bill you for any amount over the allowed amount. Our dental coverage, administered by Cigna, includes coverage for preventive, basic, major and orthodontic care as shown in the table below. For a list of Cigna providers visit www.mycigna.com.

Type of Service	In-Network	Out-of-Network
Calendar Year Deductible Does not apply to Preventive Services	\$50 single /\$150 family	\$50 single /\$150 family
Calendar Year Maximum	\$1,000 per person	\$1,000 per person
Orthodontia Lifetime Maximum* (Under the age of 19)	\$750 lifetime maximum 50% coverage orthodontia	\$750 lifetime maximum 50% coverage orthodontia
Preventive Services Exams, Cleanings, X-rays	100%, deductible waived	100%, deductible waived
Basic Services Fillings, Simple extractions	80% after deductible	80% after deductible
Major Services* Oral Surgery, Root Canal, Crowns	50% after deductible	50% after deductible

*Benefit is reduced to 50% for Late Entrants during their first 12 months of coverage



Vision Insurance Cigna

The Vision Plan offers you and your family an optional vision program that reduces the cost of eye exams, eyeglasses and contact lenses. To receive the highest level of benefits, you must use a vision care provider in the Cigna networks. If you use an out-of-network provider, you will pay full fees to the provider and be reimbursed for services rendered up to a maximum allowance. For a list of Cigna providers visit www.mycigna.com.

Major features of the Vision Plan include:

- **Eye Exams** - The plan offers a yearly eye exam at 100% at a participating provider after a \$10 copay
- **Eyeglasses** - The plan offers frames every 2 years (lenses every year) at 100% after a \$25 materials copay
- **Contact Lens Benefits (in lieu of eyeglasses)** - The plan offers \$110 allowance towards contact lens fitting, evaluation exam (in lieu of eyeglasses exam) and contact lenses when using a participating provider.

Plan Feature	UHC Vision Plan	
	In Network	Out of Network
Examination	100%	Up to \$45
Lenses		
Single Vision	100%	Up to \$40
Bifocal	100%	Up to \$65
Trifocal	100%	Up to \$75
Progressive	100%	Up to \$75
Lenticular	100%	Up to \$100
Frames	100%; up to \$130	Up to \$71
Contact Lenses		
Necessary	100%	Up to \$210
Elective	Up to \$110	Up to \$98
Exam Copay	\$10	Subject to allowable reimbursement as stated above
Materials Copay	\$25	
Service Frequency		
Examination	12 months	
Lenses	12 months	
Frames	24 months	

Rate Sheet

Cigna Medical Core Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$636.61	\$606.61	\$30.00	\$636.61
EE + FAM	\$1,412.91	\$1,022.89	\$390.02	\$1,412.91

Cigna Medical Union Buy-Up Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$864.64	\$834.64	\$30.00	N/A
EE + FAM	\$2,658.65	\$1,797.98	\$860.67	

Cigna Dental Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$25.41	\$25.41	\$0.00	\$25.41
EE + FAM	\$63.53	\$45.38	\$18.15	\$63.53

Cigna Vision Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$5.82	\$5.82	\$0.00	\$5.82
EE + FAM	\$12.46	\$9.43	\$3.76	\$13.19

2016 COBRA Funding Rates				
Election	Core	Buy-Up	Dental	Vision
EE	\$649.34	\$881.93	\$25.92	\$5.93
EE + FAM	\$1,441.17	\$2,711.82	\$64.80	\$13.30

Attachment 3

Cigna Medical New Core Plan 01/01/2019		
Plan Features	In-Network	Out-of-Network
Calendar Year Deductible	\$1,500 Individual/\$2,000 Family	No Out-of-Network Benefits Available
Coinsurance (Plan Pays)	80%	
Out of Pocket Maximum	\$3,000 Individual/\$6,000 Family	
Lifetime Maximum	Unlimited	
Primary Physician Office Visit	\$30 copay per visit	
Specialist Physician Office Visit	\$50 copay per visit	
Rehabilitation Services	\$50 per visit, 20 visit limit per calendar year	
Preventive Care Services	\$0 copay	
Urgent Care	\$35 copay per visit	
Hosital and Other Charges		
Inpatient	80% after deductible	No Out-of-Network Benefits Available
Outpatient	80% after deductible	
Emergency Room Charges	\$300 copay per visit if not admitted to hospital	
Home Health Care (Max 90 days)	80% after deductible	
Skilled Nursing Facility	80% after deductible	
Behavioral Health/Chemical Dependency		
Inpatient Serious Mental/Behavioral Health	80% after deductible	No Out-of-Network Benefits Available
Outpatient Serious Mental/Behavioral Health	\$50 copay per visit	
Inpatient Chemical Dependency	80% after deductible	
Outpatient Chemical Dependency	\$50 copay per visit	
Pharmacy		
Retail (Up to a 90 day supply) Generic/Formulary/Non-Formulary	\$20/\$30/\$60	No Out-of-Network Benefits Available
Mail (Up to a 90 day supply) Generic/Formulary/Non-Formulary	\$20/\$40/\$80	

Attachment 3

High Deductible Health Plan (HDHP) 01/01/2019		
Plan Features	In-Network	Out-of-Network
Calendar Year Deductible	\$2,000	No Out-of-Network Benefits Available
Coinsurance (Plan Pays)	80%	
Out of Pocket Maximum	\$4,000	
Lifetime Maximum	Unlimited	
Primary Physician Office Visit	80% after deductible	
Specialist Physician Office Visit	80% after deductible	
Rehabilitation Services	80% after deductible	
Preventive Care Services	\$0 copay	
Urgent Care	80% after deductible	
Hospital and Other Charges		
Inpatient	80% after deductible	No Out-of-Network Benefits Available
Outpatient	80% after deductible	
Emergency Room Charges	80% after deductible	
Home Health Care (Max 90 days)	80% after deductible	
Skilled Nursing Facility	80% after deductible	
Behavioral Health/Chemical Dependency		
Inpatient Serious Mental/Behavioral Health	80% after deductible	No Out-of-Network Benefits Available
Outpatient Serious Mental/Behavioral Health	80% after deductible	
Inpatient Chemical Dependency	80% after deductible	
Outpatient Chemical Dependency	80% after deductible	
Pharmacy		
Retail (Up to a 90 day supply)	80% after deductible	No Out-of-Network Benefits Available
Generic/Formulary/Non-Formulary		
Mail (Up to a 90 day supply)	80% after deductible	
Generic/Formulary/Non-Formulary		

Attachment 3

Cigna Medical New Core Plan 01/01/2019				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE TIER 1	\$758.43	\$638.43	\$120.00	\$758.43
EE TIER 2	\$758.43	\$658.43	\$100.00	\$758.43
EE TIER 3	\$758.43	\$678.43	\$80.00	\$758.43
EE + FAM TIER 1	\$1,683.28	\$858.28	\$825.00	\$1,683.28
EE + FAM TIER 2	\$1,683.28	\$958.28	\$725.00	\$1,683.28
EE + FAM TIER 3	\$1,683.28	\$1,058.28	\$625.00	\$1,683.28

Cigna Medical HDHP 01/01/2019				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE TIER 1	\$736.12	\$666.12	\$70.00	\$736.12
EE TIER 2	\$736.12	\$686.12	\$50.00	\$736.12
EE TIER 3	\$736.12	\$706.12	\$30.00	\$736.12
EE + FAM TIER 1	\$1,633.78	\$933.78	\$700.00	\$1,633.78
EE + FAM TIER 2	\$1,633.78	\$1,033.78	\$600.00	\$1,633.78
EE + FAM TIER 3	\$1,633.78	\$1,133.78	\$500.00	\$1,633.78

Cigna Dental Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$25.41	\$25.41	\$0.00	\$25.41
EE + FAM	\$63.53	\$45.38	\$18.15	\$63.53

Cigna Vision Plan				
Election	Funding Rate	City Cost	Employee Cost	Retiree Cost
EE	\$5.82	\$5.82	\$0.00	\$5.82
EE + FAM	\$12.46	\$9.43	\$3.76	\$13.19