

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF VIDOR, TEXAS**

**AND**

**VIDOR POLICE ASSOCIATION**

**JANUARY 1, 2019 – DECEMBER 31, 2020**

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## **PREAMBLE**

The following agreement by and between the City of Vidor, Texas, hereinafter referred to as the City, and the Vidor 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 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 respects in the public interest.

## **ARTICLE 1** **DEFINITIONS**

“Administrative Captain” means a Captain appointed by the Chief of Police with designed responsibilities of administrative functions, including emergency management, grants, special services and other duties as assigned by the Chief of Police.

“Agreement” means this collective bargaining agreement by and between the City of Vidor, Texas and the Vidor Police Association

"Association" means the Vidor Police Association.

“Captain” means and includes Administrative Captain and Operations Captain.

"Chief" means the Chief of Police of the City of Vidor, Texas.

"City" means The City of Vidor, Texas.

"City Council" means the City Council of the City of Vidor, Texas.

“City Manager” means the City Manager of the City of Vidor, Texas.

“Commission” means the Civil Service Commission as established by Chapter 143, Texas Local Government Code.

“Compensatory Time” means the amount of time accumulated by an employee for which wages or time off are owed by the City according to this contract.

“Director” means the Director of the Police Officers’ Civil Service as established by Chapter 143, Texas Local Government Code.

“Employee” means any sworn Police Officer of the City of Vidor, Texas with the exception of the Chief of Police, Administrative Captain and Operations Captain.

“Grievance” means any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provision of this Agreement.

"Mayor" means the Mayor of the City of Vidor, Texas.

“Operations Captain” means a Captain appointed by the Chief of Police with designated responsibilities of oversight of law enforcement functions, including Patrol, Detectives, Traffic, Evidence/Crime Scene, Human Resources/Professional Development and other duties as assigned by the Chief of Police.

“Police Department” means the City of Vidor, Texas’ police department.

“President" means the duly elected President of the Vidor Police Association.

## **ARTICLE 2**

### **ASSOCIATION RIGHTS**

#### **Section 1.     Association Recognition and Scope of Unit**

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

To the extent this provision differs from 174.003(1) of the Texas Local Government Code, the agreement supersedes and pre-empt that provision as permitted by Section 174.006 of the Texas Local Government Code.

#### **Section 2.     Dues Deduction**

The City agrees to deduct, twice each month, dues in amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request, in writing, that such deductions be made.

The Association shall forward to the City a copy of all authorizations or cancellations of voluntary deductions of dues by an Employee.

The City agrees to continue said deductions during the term of this Agreement and will do so until a new agreement is executed and effective, even if this Agreement expires.

The Association shall indemnify, defend and hold harmless the City from any claims or cause of action brought by any Employee.

The right to dues deduction is exclusive to the Association and the City agrees to not provide dues deduction to any other labor organization during the term of this Agreement. The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action, including attorney fees and court costs, that may arise out of, or by reason of, any actions taken by the City, or any Employee of the City in complying with provisions of this article. The Association and the City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense and in furtherance of this Section 2.

### **Section 3. Time Off for Association Business**

The President of the Association 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 that does not to interfere with the functions of the Police Department.

The Associations' negotiating team, not to exceed four (4) members, shall be permitted to attend negotiating sessions with the City's representatives, which at time of the execution of this Agreement is the Collective Bargaining Committee, where such sessions are scheduled during working hours of each negotiating member, without loss of pay.

The Association President and Vice President, or their authorized designee, shall be allowed to attend the annual CLEAT convention without loss of pay not to exceed two (2) days for the convention and one (1) additional day per class attended, not to exceed a combined total of four (4) days. However, the Association President, Vice President, or their authorized designee, must present a certificate of completion for each class attended in order to qualify for each additional day's pay beyond the two (2) day convention.. All other expenses shall be borne by the employee and such time off shall not include travel time to and from the annual convention. The Association may create a contributory compensatory time pool to provide additional pay coverage.

### **Section 4. Bulletin Boards**

The Association shall be permitted to continue its use of the designated portion of the Vidor Police Department's bulletin board as designated for the Association by the Chief.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the direction of the work force and the management of the Police Department, including but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay-off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, together with the right to determine the methods, processes, and manner of performing work to employees, the determination of policy affecting the selection of new employees, the right to establish work performance measurements and standards where no such measurements or standards exist, and to

implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the City.

In accordance with Local Government Code 174.006, State of Texas law or the City's Civil Service provision or rule shall prevail unless this Agreement specifically provides otherwise.

#### **ARTICLE 4**

#### **INTERNAL INVESTIGATIONS**

In the event an Employee will be interviewed, questioned, or investigated for alleged conduct which could result in any disciplinary action against the Employee, the following guidelines shall be followed:

- (a) The Chief or his or her designee shall make a reasonable effort to conduct the interview or questioning at a reasonable hour.
- (b) The Chief or his or her designee shall advise the Employee of the nature of the complaint or allegation. The Employee shall be permitted to review all written complaints and allegations prior to answering questions or submitting reports, unless such review would adversely interfere with the integrity of the investigation. If the Chief or his or her designee deems it necessary to withhold the written complaint or allegation, the Employee shall be notified in writing and such action shall be demonstrated as necessary in the event the allegation leads to disciplinary action against the Employee.
- (c) The refusal of the Employee to answer questions and submit reports shall be grounds for disciplinary action, except in a criminal investigation.
- (d) The Chief will use polygraph examinations in a fair and reasonable manner, and the Chief will be the exclusive judge of what is fair and reasonable. The City shall only use independent private polygraph operators to ensure fairness and impartiality.

To the extent that any of these provisions differ from Sections 614.021-23 of the Texas Government Code, this Agreement supersedes and pre-empt's those provisions as permitted by Sections 174.005 and 174.006 of the Texas Local Government Code.

#### **ARTICLE 5**

#### **LABOR RELATIONS COMMITTEE**

The City and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor Relations Committee. The Labor Relations Committee shall discuss the working conditions of Employees, including but not necessarily limited to safety and specifications for equipment, discipline, departmental policies and procedures, and other areas of Employee interest. Matters subject to the grievance procedure shall not be appropriate items for

consideration by the Labor Relations Committee. The Labor Relations Committee shall consist of four (4) members who will each serve for the term of this Agreement. The Association shall designate two (2) members and the Chief shall designate two (2) members, one of whom may be the Chief. The appointees of both the Association and Chief shall serve at the pleasure of the parties and may be replaced at any time with thirty (30) days written notice by the party replacing an appointee. The Labor Relations Committee shall meet at a time and place mutually agreeable to both parties, but not during working hours of any member without permission of the Chief, and at such other times as mutually agreeable to both parties. There may be a written agenda of matters to be discussed at each meeting. The Committee shall make its recommendations in writing to the City Manager, with a copy to the Chief, and posted on the Police Department's bulletin board. Any matter within the jurisdiction of the Labor Relations Committee shall not be discussed by the Association at a higher administrative level until it has been discussed by the Labor Relations Committee. The Labor Relations Committee may meet with the City Manager at a time and place mutually agreeable to the parties. A Labor Relations Committee member shall not be compensated for time spent in Labor Relations Committee meetings unless approved by the Chief.

## **ARTICLE 6**

### **DISCRIMINATION**

The City agrees not to discriminate against any Employee for his or her activity on behalf of, or membership in, the Association. The Association agrees that it will not interfere with, coerce, or intimidate any employee into joining the Association. The Association recognizes that no Employee is required to join the Association, but that each Employee has the right to choose of his or her own free will as to whether or not he will or will not join the Association. The Association further agrees that there will be no interference with the free right of any Employee of the City to enter and leave its premises and property unmolested and without harassment.

It is the mutual obligation of the City and the Association to assure that no employee shall be subject to any discrimination because of race, religion, color, creed, sex, or national origin, disability, or age, except as permitted by Section 143.023 of the Texas Local Government Code.

## **ARTICLE 7**

### **TRANSFER OF POLICE OFFICERS**

The City shall not assign employees to perform non-police duties in other City departments, except in emergency situations, which shall be determined exclusively by the Mayor or Mayor Pro Tem. The term "emergency" means an unexpected happening or event, or unforeseen situation or crisis that calls for immediate action. Emergencies are determined either by the Mayor or, in the absence of the Mayor, the Mayor Pro Tem.

## **ARTICLE 8**

### **RETIREMENT SYSTEM**

The City shall maintain its membership in the Texas Municipal Retirement System (TMRS) during the term of this Agreement. The City shall not reduce the benefit options being offered to members

of the bargaining unit during the term of this Agreement. The City shall continue the employee contribution rate of 7%.

## **ARTICLE 9**

### **TRADING SHIFTS**

Any Employee may trade shifts with another Employee of equal rank or lesser rank if a written request to trade shifts is approved by the Chief or his or her designee. In no event shall shift trading be permitted when it may require the payment of overtime to any Employee, unless authorized by the Chief in writing.

## **ARTICLE 10**

### **NO STRIKE - NO LOCKOUT**

#### **Section 1.**

The Association agrees that, during the term of this agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage, or interference with the business of the City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

#### **Section 2.**

The City may discipline and/or discharge any employee, including an Employee under this Agreement, who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The City may invoke any remedies authorized by Chapter 143 or Chapter 174, Texas Local Government Code, and Section 617.003 of the Texas Local Government Code in the event of any strike, work stoppage, or slow-down.

## **ARTICLE 11**

### **IN-SERVICE TRAINING**

The City shall make a reasonable effort to provide in-service training to each Employee. When attending training approved by the Chief, an Employee will be scheduled to allow attendance at training in a manner that will not require the Employee to work overtime, unless overtime pay is authorized and permitted by the Chief and the City.

## **ARTICLE 12**

### **WEARING APPAREL**

#### **Section 1.     Uniformed Officers**

The City shall provide all Employees assigned to uniformed duties the following items:



- (1) Five (5) short sleeve shirts
- (2) Five (5) pair of pants
- (3) One (1) set of rain gear
- (4) One (1) heavyweight jacket
- (5) One (1) lightweight jacket
- (6) All other items required by the City (i.e.: name tags, badges, whistles, collar brass, hats).
- (7) The City shall establish a fund of Two Hundred and Fifty and No/100 Dollars (\$250.00) for reimbursement to uniform and non-uniform Employees whose duty equipment is damaged in the course and scope of their employment with City, subject to approval for payment by the Chief.

**Section 2. Plainclothes Officers**

- (a) The City shall pay each Employee assigned to a plainclothes assignment a yearly allowance of Five Hundred and No/00 Dollars (\$500.00) and allow a cleaning allowance of Two Hundred Fifty and No/100 Dollars (\$250.00) per year in accordance with subsection (d) below.
- (b) The City shall establish a fund of Five Hundred and No/100 Dollars (\$500.00) for reimbursement to non-uniform Employees whose clothing is damaged in the course and scope of their employment with the City.

In order to be considered for reimbursement, the Employee must submit a claim to the City Manager stating the circumstances under which the clothing was damaged, the value and age of the damaged clothing, and the original cost. The City Manager shall determine whether to reimburse the Employee for the damaged clothing and in what amount the reimbursement shall be. The decision of the City Manager shall be binding and is not subject to the grievance procedure herein.

- (c) The total reimbursement to all non-uniformed Employees for damaged clothing shall not exceed the limitations for that fiscal year.
- (d) Any uniformed or non-uniformed Employee may have his or her uniforms/clothes laundered and cleaned at locations which have made previous arrangements with the City for direct billing to the City. The total cleaning allowance for purposes of this subsection shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Employee, per year.

**ARTICLE 13**  
**FIREARMS QUALIFICATIONS**

The City shall provide the facilities for and ensure attendance of all Employees at annual firearms qualifications and shall provide the necessary ammunition to Employees for such firearms qualifications. The City shall provide each Employee with duty ammunition and qualification.

## ARTICLE 14

### WAGES

#### Section 1. Wages

POSITION			HOURLY PAY		
				<u>10/1/2019</u>	<u>10/1/2020</u>
Officer	(Grade I)	(0-1 year)	\$21.63	\$21.85	\$22.07
Officer	(Grade II)	(1-3 years)	\$22.58	\$22.81	\$23.04
Officer	(Grade III)	(3-5 years)	\$23.55	\$23.79	\$24.03
Officer	(Grade IV)	(5-7years)	\$24.22	\$24.46	\$24.70
Officer	(Grade V)	(7+ years)	\$24.94	\$25.19	\$25.44
Officer	(Grade VI)	(9+ years)	\$25.94	\$26.20	\$26.46
Sergeant			\$27.53	\$27.81	\$28.09
Captain			\$31.57	\$31.89	\$32.21

It is acknowledged and agreed by and between the City and the Association that it shall be the sole responsibility of the Employee to monitor and notify the City in writing, through either the Chief or the City Manager, that he or she is about to reach, or has reached, the next position on the pay scale under this Agreement. The Employee shall use his or her best efforts to notify the City at least thirty (30) days before, but no more than sixty (60) days before, the Employee reaches the next position on the pay scale under this Agreement. If an Employee fails to notify the City that he or she reached the next position on the pay scale under this Agreement before he or she actually reaches said position, the Employee shall only be entitled to a maximum of thirty (30) days back pay at the newly reached position's hourly pay rate.

During the term of this Agreement, all Employees (as defined herein) shall receive a one percent (1%) increase in their hourly pay per year. However, if the annual percentage across-the-board base wage increase afforded to non-sworn City employees is greater than one percent (1%) per year, all Employees shall receive the same increase as that afforded to the non-sworn City employees. Nothing herein prohibits the City from granting an across-the-board wage increase to Employees that is greater than the across-the-board wage increase afforded to non-sworn City employees.

On or before August 15 of each year that this Agreement remains in effect, the City shall notify the Association in writing as to the annual percentage across-the-board base wage increase, if any, proposed to be afforded to non-sworn City employees. On or before August 30 of each year that this Agreement remains in effect, the Association may request in writing that negotiations be reopened for the sole purpose of discussing the cost of living wage increase for each fiscal year. The parties shall have the obligation to meet at reasonable times and places, and to negotiate in good faith for a minimum period of thirty (30) calendar days. Neither party shall be obligated beyond the provisions set forth in Chapter 174 of the Texas Local Government Code concerning the duty to bargain in good faith.

Nothing herein prohibits the City from approving a wage during a fiscal year over and beyond an

annual percentage across-the-board base wage afforded non-sworn City employees or Employees (as defined herein) for the following: (1) an individual serving as a department head employee, (2) ten (10) or less non-department head employees within the fiscal year, and/or (3) any employees in the City's sanitation department (as the sanitation department is funded through a proprietary/enterprise fund).

## **Section 2. Educational and Certification Pay**

The City agrees to the following compensation to any member of the Association who submits written documentation acceptable to the City, of the following education and TCOLE certification achievements. Any Employee qualified to receive more than one such payment, because said Employee has more than one degree or more than one certificate or any combination of degrees and certificates, shall be paid for only one degree or certificate, as designated by said Employee.

- A. An Employee with a TCOLE Master's Certification shall receive \$210.00 per month.
- B. An Employee with a TCOLE Advanced Certification shall receive \$160.00 per month.
- C. An Employee with a TCOLE Intermediate Certification or an Associate Degree from an accredited academic institution shall receive \$120.00 per month.
- D. An Employee with a Bachelor's degree from an accredited academic institution shall receive \$210.00 per month.

## **Section 3. Motorcycle Vehicle Pay**

Any Employee using his or her motorcycle shall receive a vehicle allowance mutually agreeable to the Employee and the Chief that is in accordance with the Police Department's budget.

## **Section 4. Pre-emption of Chapter 143**

To the extent that the provisions in Section 1, 2 and 3 differ from Sections 143.041, .042, .044 or .038 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **ARTICLE 15 LONGEVITY PAY**

In addition to all other monies paid for services rendered, the City agrees to pay each Employee covered by this Agreement the sum of Four and 75/100 Dollars (\$4.75) per month longevity pay for each year of service in the department with a maximum of twenty-five (25) years of service.

To the extent that the provisions in this Article differ from Section 143.038 and 143.041 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

**ARTICLE 16**  
**FAMILY INSURANCE COVERAGE**

In the event that the cost of Family Insurance Coverage for City employees increases during the terms of this Agreement more than thirty percent (30%), the Association will be allowed to open negotiation for the limited purpose of seeking additional compensation from the City to offset said premium increase or part thereof.

**ARTICLE 17**  
**DENTAL INSURANCE**

The City shall establish a dental program for members of the Association.

**ARTICLE 18**  
**HOLIDAY PREMIUM PAY**

Holiday Premium Pay refers to the form of pay that an Employee earns on the following City Holidays each year:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (Third Monday in January)
3. Texas Independence Day (March 2)
4. Good Friday (Friday before Easter)
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (Fourth Thursday in November)
10. Day After Thanksgiving (Friday following the Fourth Thursday in November)
11. Christmas Even (December 24)
12. Christmas Day (December 25)
13. Floating Holiday (Employees may use their Floating Holiday at any time during the calendar year with prior approval of the Chief).

The Floating Holiday is not earned nor available for use by an Employee until the Employee has completed at least one (1) year of employment with the City. Further, a Floating Holiday must be used by the Employee each year or it will be forfeited for that year. A Floating Holiday cannot be "sold back" to the City under Article 20, Section 4.

In the event an Employee works a holiday listed above (actual holiday if different from day designated by the City for non-sworn employees) as recognized by the City, the Employee shall be compensated at a rate of two and one-half (2 ½) times his or her regular rate of pay. Any Employee that is assigned and works a holiday listed above will be compensated for the actual shift worked by the Employee (i.e., 8 hour shift, 10 hour shift or 12 hour shift, as assigned).

The Chief shall attempt to post holiday schedules at least five (5) days in advance of the holiday. In that case, the following applies:

- (1) The Employee shall be compensated at his or her regular rate of pay for the holiday worked at the rate of two and one-half (2 ½) times his or her regular rate of pay.
- (2) If a holiday listed above falls on an Employee's regular day off, the Employee shall receive eight (8) hours of compensation at his or her regular rate of pay. If a holiday listed above falls on an Employee's regularly assigned day of work, but the Employee does not work on the holiday listed above due to the City's observance of the holiday, the Employee will receive that Employee's regular rate of pay for the regularly assigned shift (i.e., 8 hour shift, 10 hour shift or 12 hour shift, as regularly assigned).
- (3) If any Employee is scheduled to work on a holiday and fails to do so, he or she shall receive no holiday premium pay.
- (4) If an Employee is scheduled to work on a holiday, he may request the holiday off in writing at least seven (7) days in advance with a two (2) day minimum prior notice of approval or disapproval from the Chief or his or her designee.

## **ARTICLE 19**

### **OFF-DUTY EMPLOYMENT POLICIES**

All off-duty employment shall be approved by the Chief. The distribution of job assignments will be set as follows:

- (1) Once a request is approved by the Chief, or his or her designee, it shall be filled by the use of a job pool, which shall be established by and supervised by the Chief, or his or her designee.
- (2) The Chief, or his or her designee, will establish a job pool of all Employees who wish to work extra jobs.
- (3) The system shall be established to provide as equal an opportunity to all Employees as possible.
- (4) This Article 19 shall pertain to all extra jobs except those obtained with the Chief's approval prior to this Agreement.
- (5) The minimum rate of pay for all extra jobs shall be established by a mutual agreement between the Chief and the Association; however, off-duty jobs contracted for prior to any rate increase are grandfathered until the Employee doing the contracting ceases employment at the off-duty job.

- (6) The extra job list shall be on a rotating system and basis.

## **ARTICLE 20**

### **LEAVE POLICY**

#### **Section 1. Funeral Leave**

In the event of a death in the immediate family of an Employee or an Employee's spouse, the Employee shall be granted the following time off with pay: the day before the funeral, the day of the funeral, and the day after the funeral or three (3) consecutive days beginning with the day of the death. The immediate family shall be defined as the Employee's spouse, children, step-children, parents, step-parents, siblings, step-siblings, half-siblings, or grandparents, and includes the Employee's spouse's parents and step-parents. The Chief may approve additional time off with or without pay when such time off is requested by the employee. Probationary employees shall be allowed to use compensatory time as funeral leave pursuant to this section.

#### **Section 2. Sick Leave**

##### **A. Accumulation and Payment of Sick Leave**

Except as provided below, the accrual of sick leave and payment of sick leave upon termination of employment shall be pursuant to Section 143.045 (i.e., civil service accrued sick leave) of the Texas Local Government Code. An Employee shall accumulate sick leave at a rate of one and one-quarter (1 1/4) days per month.

If the City opts to create a sick leave bank for accrued sick leave accrued prior to the adoption of Chapter 143 (i.e., non-civil service accrued sick leave), Employees shall be allowed to use the non-civil service accrued sick leave hours until it is exhausted before having to use civil service accrued sick leave. If the Employee terminates employment with non-civil service accrued sick leave, the Employee shall not be paid for the non-civil service sick leave accrual as allowed under current policy and shall be paid for civil service accrued sick leave as provided for under Chapter 143. Nothing herein prevents the City from converting Employee's non-civil service accrued sick leave into civil service accrued sick leave.

The City and Association acknowledge that sick leave is a benefit provided by the City for unforeseen illness or injury and/or other bona fide medical reasons. The Association will encourage Employees to use the benefit only as it is intended.

For an Employee that has completed a minimum of ten (10) years of employment as an Employee with the City, that Employee, Employee's heirs or the Employee's legal representative(s) shall be compensated in cash for any unused accumulation of sick leave up to a maximum of seven hundred twenty (720) hours at the Employee's basic hourly rate of pay, at the time of the Employee's death, resignation, termination or retirement. Any amount of hours in accumulated sick leave in excess of seven hundred twenty (720) hours will be not be compensated by the City, including upon the

Employee's death, resignation, termination or retirement. Further, except for a Line of Duty death in accordance with Article 20, Section 3, infra, any Employee that has not completed a minimum of ten (10) years of employment as an Employee of the City shall not receive any sick leave pay or compensation upon his or her death, resignation, termination or retirement. The heirs or legal representatives of an Employee that is killed while performing his/her duty as provided in Article 20, Section 3, infra, shall be eligible to receive any accumulated sick leave regardless of the years of employment as an Employee with the City. For an Employee that is eligible for sick leave pay or compensation in accordance with the terms of this paragraph, the Employee shall retain the option to withdraw his or her accrued sick leave pay, in whole or in part, at any time once that Employee has completed ten (10) years of service and employment with the City as an Employee. However, in no event shall an Employee ever receive or be compensated beyond a total of seven hundred twenty (720) hours, regardless of the amount of the Employee's basic hourly rate of pay at the time of withdrawal, or when the withdrawal is made. Any amount of sick leave earned after the cash out and/or compensation of seven hundred twenty (720) hours shall not be paid to the Employee and the Employee has no right to compensation for said additional days.

In addition, the City currently awards an employee of the City Five Hundred and No/100 Dollars (\$500.00) if the employee does not use sick leave in a particular fiscal year. The City and the Association agree that this program and/or benefit will not apply to the Association during the term of this Agreement.

**B. Light Duty Assignments**

In the event an Employee is off work due to an injury or illness, he or she may return to work on a light duty assignment with his or her physician's permission, and only if there is a light duty job assignment available, which determination will be made by the Chief and City Manager. If the Employee is able to return to work on a light duty assignment, he Employee shall receive his or her regular rate of pay.

**C. Line of Duty Illness or Injury Leave of Absence**

Effective upon adoption of this Agreement, line of duty illness or injury leave of absence shall be pursuant to Section 143.073 of the Texas Local Government Code.

**D. Reappointment After Recovery from Disability**

Effective upon adoption of this Agreement, reappointment after recovery from disability shall be pursuant to Section 143.074 of the Texas Local Government Code.

**Section 3. Line of Duty Death**

In the event that an Employee is killed while performing his/her duty, the City shall pay all accumulated vacation, sick, and compensatory time to the officer's beneficiary within two (2) scheduled pay periods.

#### **Section 4.     Vacation Leave**

Vacation time off with pay is available to eligible Employees to provide opportunities for rest, relaxation, and personal pursuits. Vacation time shall not be taken and will not begin to accrue by an Employee until the Employee has been employed by the City for at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an Employee shall begin to accrue vacation time based on the following schedule during the remainder of that calendar year (after completion of twelve (12) consecutive months of employment):

<b><u>MONTH OF EMPLOYMENT</u></b>	<b><u>DAYS / HOURS OF VACATION</u></b>
January	10 Days / 80 Hours
February	9 Days / 72 Hours
March	8 Days / 64 Hours
April	7.5 Days / 60 Hours
May	7 Days / 56 Hours
June	6 Days / 48 Hours
July	5 Days / 40 Hours
August	4 Days / 32 Hours
September	3 Days / 24 Hours
October	2.5 Days / 20 Hours
November	2 Days / 16 Hours
December	1 Day / 8 Hours

After the end of the calendar year that follows the Employee's completion of twelve (12) consecutive months of employment with the City, the amount of paid vacation time an Employee receives each year increases with the length of his or her employment as shown in the following schedule:

<b>VACATION EARNING SCHEDULE</b>		
<b>YEARS OF ELIGIBLE SERVICE</b>	<b>VACATION DAYS BIWEEKLY</b>	<b>VACATION DAYS / HOURS EACH YEAR</b>
After 1 year	.385 days	10 days / 80 hours
After 5 years	.577 days	15 days / 120 hours
After 10 years	.769 days	20 days / 160 hours
After 20 years	.962	25 days / 200 hours

Once an Employee enters an eligible employment classification based on years of eligible service, he or she begins to earn paid vacation time according to the schedule provided above.

If an Employee is not working, but using the Employee's accrued Sick Leave under Article 20, Section 2, then the Employee shall continue to accrue vacation time in accordance with the provisions herein.



Paid vacation time can be used in minimum increments of one (1) hour. To use vacation time, an Employee shall request advance approval from his or her supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time is paid at the Employee's base pay rate at the time it is used. It does not include overtime or any other special or additional form of compensation, such as incentives, commissions, bonuses, or shift differentials.

Upon termination of employment, an Employee will be paid for unused vacation time that has been earned and not used through the last day of work.

During the last quarter of the calendar year, an Employee may sell up to forty (40) hours of unused vacation days and/or hours back to the City per fiscal year. An Employee must notify his or her supervisor, the Chief and the City Manager of this election. The request must be received by the City Manager by the second Thursday of December. Further, an Employee may only make one (1) request and election per year, regardless of the amount of days and/or hours the Employee is requesting to sell back to the City. Upon approval by the City Manager, the Employee will receive the amount owed for each vacation day had it been used as vacation time off, but the Employee will forfeit the use of the vacation days sold back to the City.

To the extent that the provisions in Sections 1, 2 and 3 and 4 differ from Sections 143.045 and 143.046 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **ARTICLE 21**

### **WRITTEN REPRIMANDS**

In the event an Employee is given a written reprimand by the Chief or the Employee's supervisor, the following procedures shall apply:

- A. Within ten (10) calendar days after issuance of the written reprimand, the Employee shall be given the opportunity to make rebuttal of the reprimand. Such rebuttal shall be attached to the written reprimand and placed in the Police Department's file as required by Section 143.089 of the Texas Local Government Code. The Employee's departmental files shall be open to the inspection at reasonable business hours by the Employee.
- B. Written reprimands against an Employee shall, upon the Employee's written request to the Chief, be expunged from the Employee's personnel file no later than two (2) years after the entry of said reprimand. It shall be and remain the Employee's sole responsibility to make the formal written request and track the requisite amount of time after the entry of the reprimand. The Employee's written request shall not become part of the Employee's personnel file upon removal of the written reprimands.

- C. Written reprimands in the Employee's personnel file may be used by or for considerations and disciplinary actions under this Agreement and Civil Service for as long as the written reprimands remain in the employee's personnel jacket.
- D. Any written reprimand issued by an Employee's supervisor (other than the Chief), shall be submitted to the Chief for review and approval. A written reprimand issued by the Employee's supervisor shall only be effective against the Employee upon the Chief's review and approval, as evidenced by his signature on the written reprimand.
- E. A written reprimand against an Employee, whether by the Chief or an Employee's supervisor, may not complain of an act that occurred earlier than the 180th day preceding the date of the written reprimand.
- F. To the extent that any of these provisions differ from Section 143.089 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **ARTICLE 22**

### **COURT AND CALL-BACK PAY**

Off duty court time and call-back pay will be at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay with a two (2) hour minimum when the Employee is required for duty actions, court appearances and court preparations. Departmental meetings will be paid at the rate of one and one-half (1-1/2) times the officer's rate of pay for only the time required for the meetings. The Departmental meeting will be held on a regular City of Vidor operational day at a reasonable time to be determined by the Chief. Notice of the Departmental Meeting will be posted on the Police Department Squad Room bulletin board a minimum of seven (7) days prior to the date of the meeting. If the Departmental Meeting falls on the Employee's day off or a scheduled vacation, the City will compensate the Employee at a rate of one and one-half (1 1/2) times the Employee's regular rate of pay with a two (2) hour minimum. The Chief will have the discretion to excuse any officer from attending the meeting. All Employees called back to a departmental meeting held due to a public safety emergency will be compensated at a rate of one and one-half (1 1/2) times the normal pay with no minimum time limit.

A Departmental Meeting is where the Chief or his or her designee posts a meeting requiring the attendance of members of the Patrol Division, Investigations Division, Community Service Division, and the Communication Division of the Police Department.

## **ARTICLE 23**

### **OVERTIME AND COMPENSATORY TIME**

#### **Section 1. Overtime**

The City shall compensate all Employees at time-and-one-half (1 1/2) their regular rate of pay for all overtime over eighty (80) hours during any fourteen (14) day work period/pay period as may be

established by the City Council. The Employee shall have the discretion of requesting either compensatory time off or cash for the overtime hours. All approved leave time shall be considered as productive time for the purposes of overtime pay, except sick leave.

To the extent that this provision differs from Section 142.0015(f) of the Texas Local Government Code, this Agreement supersedes and pre-empt's those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **Section 2. Compensatory Time**

As permitted by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(o), the City may compensate Employees with compensatory time in lieu of overtime compensation required by the FLSA, 29 U.S.C. § 207. Such compensatory time will be at a rate of not less than one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required by 29 U.S.C. § 207.

The Employee has the option prior to accepting the work assignment to refuse such compensatory time off and elect to be paid overtime at one and one-half (1 ½) the Employee's regular rate of pay. The City shall permit Employees to accrue compensatory time for overtime hours not to exceed eighty (80) hours and shall pay the Employee for the compensatory time upon the Employee's resignation at the Employee's rate of pay at the date of resignation.

The use of compensatory time off shall be subject to the following restrictions:

- (1) Election of compensatory time off shall be required in writing by the Employee at least seven (7) days in advance with a two (2) day minimum prior notice of approval or disapproval from the Chief or his or her designee.
- (2) The Chief or his or her designee shall approve all requests for compensatory time off within seventy-two (72) hours of receipt by the on-duty supervisor.
- (3) The Chief shall have the authority to waive the written requirements or time restrictions in special situations determined exclusively by him or her.
- (4) If an Employee requests compensatory time off at least fourteen (14) days in advance and the shift assignments can be altered, the Employee shall be granted the request.

## **Section 3. Voluntary Overtime**

The City shall establish and maintain a voluntary overtime schedule and equalize, as much as is practicable, such overtime among members of the Association. The City shall post the overtime schedule in a prominent place on the Police Department's bulletin board. Overtime policy shall be determined and administered by the Chief.

**ARTICLE 24**  
**CONTRACT GRIEVANCE PROCEDURE**

**Section 1.**

The City and the Association agree that disputes involving the interpretation, application, or enforcement of a specific clause of this Agreement may constitute a grievance under this procedure. The following matters are not subject to the grievance or arbitration procedure of this Agreement: (1) any purported grievance which is not filed in accordance with the provisions set forth below; (2) any dispute, claim or complaint that does not meet the definition of a grievance as set forth in this Section or Article; (3) any matter covered by Chapter 143 of the Texas Local Government Code, unless specifically preempted by this Agreement; and (4) any matters covered by the City's Charter or Constitutional provisions.

**Section 2.**

Grievances involving interpretation, application, or enforcement of a specific clause of this collective bargaining agreement shall be resolved in the following manner:

- Step 1:** Any Employee who is aggrieved shall file a written report giving the nature and details of the incident, which led to his or her grievance with the Association's President or his or her designee. The report must be submitted within five (5) working days of the date upon which the Employee knew of or should have known of the occurrence.
- Step 2:** A grievance not brought to the attention of the Association's President or his or her designee within the limit described shall not be considered timely and shall be void to any other steps of the grievance procedure.
- Step 3:** The time limitations described herein may be waived by mutual agreement in writing by the aggrieved and the Chief or his or her designee.
- Step 4:** Any Employee who is aggrieved shall submit his or her grievance within the time limitations specified above to the Association's President or his or her designee. Within ten (10) calendar days of receipt of the grievance, the Association's President or his or her designee shall appoint a three-member Association Grievance Committee in order to determine if a valid grievance exists. If, in the opinion of the Association Grievance Committee, no grievance exists, the Association's President or his or her designee shall notify the Employee and no further action shall be taken under this procedure.
- Step 5:** If the Association Grievance Committee deems that a grievance does exist and if the grievance has not been resolved at this level within seven (7) calendar days, the Association's President or his or her representative shall, with or without the physical presence of the aggrieved Employee, present the grievance in

writing to the office of the Chief or his or her designee for adjustment. Only the Association has standing to initiate or pursue a grievance under the terms of this Agreement, after consideration of an alleged grievance by an Employee or the Association.

**Step 6:** If within seven (7) calendar days, the grievance has not been settled, the Association's President or its representative shall submit it to the City Manager or his or her designee for adjustment.

**Step 7:** If within seven (7) calendar days, the grievance has not been settled, the Association's President or his or her representative may make a written request to the City Manager or his or her designee that the grievance be submitted to arbitration pursuant to Section 3.

All limits set forth in this Article may be extended by mutual consent in writing; but if not so extended, time limits of this Article must be strictly observed. Failure of the Association or the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the grievance and the grievant (Association) may proceed to the next step.

### **Section 3.**

Arbitration procedures for grievances under this article shall be conducted as follows:

**Step 1:** Upon receiving a request for arbitration under Section 2 of this article, the City Manager or his or her representative and the Association or its representative shall attempt to mutually agree upon an arbitrator. If the parties fail to agree on an arbitrator within ten (10) working days after the grievance is filed by the party initiating the grievance, the City Manager or his or her representative shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one of the seven (1) neutrals, If they do not so agree, the parties shall alternately strike the names on the list within five (5) working days after receipt of the list, and the remaining name shall be the arbitrator. The Association, as the appealing party, shall strike the first name from the list. All parties shall act to complete the selection at the earliest possible date. The arbitrator shall be immediately notified of his or her selection.

**Step 2:** The hearing shall be commenced, but need not be completed, within ninety (90) calendar days of the arbitrator's selection. Delay in commencement of the hearing within ninety (90) calendar days may occur due to unavoidable conflicts with the arbitrator's schedule, or by mutual agreement of parties and for no other reason. If the arbitrator selected cannot commence the hearing within one hundred twenty (120) calendar days from his or her selection, and if the parties

cannot agree upon a substitute within seven (7) calendar days of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedures set out herein. The hearing shall be scheduled so that it can be completed without break in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a reasonable effort to issue an award within thirty (30) calendar days of the close of evidence in standard arbitration hearings, and within five (5) calendar days of the close of evidence in expedited arbitration hearings. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within the time period as established by the arbitrator. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to commencement of the hearing. Should there be no agreement, the parties desiring the transcript may have the transcript made at its sole expense.

**Step 3:** The following rules shall govern the conduct of arbitration hearings under this Section, and of certain preliminary matters:

- (a) Upon request of either party addressed to the opposing party at least two (2) calendar days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon failure of a party to disclose such a witness.
- (b) The arbitrator shall have the power to subpoena witnesses. Where the subpoena request is not opposed by a party, the Mayor shall issue the subpoena in the name of the arbitrator, and such issuance shall be considered the act of the arbitrator. If the subpoena is opposed, the moving party shall apply to the arbitrator for issuance of the subpoena.
- (c) In all hearings under this Section, the party having the burden of proof shall prove its case by a preponderance of the evidence.
- (d) The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) calendar days of the request, the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as is appropriate to the nature of the case, subject to rules of discovery in Texas civil cases.
- (e) All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although announcement may be reasonably delayed upon request of the parties.

- (f) Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- (g) The arbitrator's award is final and binding, except that the arbitrator shall not have the power to add to, modify, amend, or delete any terms or provisions of this agreement.
- (h) The City and the Association shall bear the expense of the arbitrator equally. The City shall bear the expense of any witnesses called by the City, and the Association shall bear the expense of any witnesses called by the Association. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

**Step 4:** Grievances by the City shall be submitted to the Association President. If within seven (7) calendar days after submission to the Association President the grievance has not been resolved, the City shall be entitled to arbitration pursuant to Section 3.

## **ARTICLE 25**

### **DISCIPLINE**

Except as provided below, effective upon adoption of this Agreement, demotions, suspensions, and indefinite suspensions of Employees by the Chief shall be pursuant to Sections 143.051-.054 and 143.056-.057 of the Texas Local Government Code. This Agreement authorizes an arbitrator to reduce an indefinite suspension to a period greater than fifteen (15) calendar days.

In the original written statement and charges and in any hearing conducted under Chapter 143 of the Texas Local Government Code, the Chief may not complain of an act that occurred earlier than two (2) years preceding the date the Chief suspends the Employee. If the act is allegedly related to criminal activity including the violation of a federal, state, or local law for which the Employee is subject to a criminal penalty, the Chief may not complain of an act that is discovered earlier than two (2) years preceding the date the Chief suspends the Employee. The Chief must allege that the act complained of is related to criminal activity

To the extent that any provision in this Article differs from Sections 14.051-054 and 143.056-.057 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **ARTICLE 26**

### **PROMOTIONS**

#### **Section 1.**

Anytime there is a vacancy in the Police Department at the rank of Sergeant, the vacancy shall be filled pursuant to Sections 143.028-037 of the Texas Local Government Code, except as provided

for in Section 2. It is explicitly provided that vacancies in the Police Department at the rank of Captain shall not be subject to this Article.

## **Section 2. Promotion to Sergeant**

Eligibility for the rank of Sergeant is open to any Police Officer with two (2) or more years of continuous service with the Police Department. Eligibility for all promotional examinations shall be continuous service immediately prior to the examination date. If at least two (2) or more Employees are not eligible for a promotional examination, then the examination is open to members of the competing rank with less than two (2) year of service.

The promotional examination questions may be drafted by the Chief, taken from TCOLE practice tests or Academy questions, or other sources as deemed appropriate by the Chief. The Chief may submit the proposed questions to the Civil Service Commission for comments and suggestions. However, the Chief shall retain the right and ability to make the final determination of the fitness of an examination question. The promotional examination shall constitute seventy percent (70%) of the overall score of an eligible Employee seeking to attain the rank of Sergeant.

In addition to the promotional examination, there shall also be an oral review board (the "Board") that will interview each eligible Employee seeking to attain the rank of Sergeant in accordance with this Section 2 (the "Applicant"). The Board shall consist of five (5) individuals to be appointed as follows: Three (3) Board members will be appointed by the Chief and (2) Board Members will be appointed by the President of the Association. The Chief is prohibited from being a member of the Board. After the Board interviews each Applicant, the highest score and lowest score from the members of the Board for each Applicant shall be discarded and the remaining three (3) scores will be averaged for the Applicant's Board score. The Board's score shall constitute twenty (20%) of the overall score of an eligible Employee seeking to attain the rank of Sergeant.

The Applicant shall also receive points based on the Applicant's number of years with the City. The applicant will receive one (1) point for each year with the City as an Employee, up to a maximum of ten (10) points. The seniority points will constitute ten (10%) of the overall score of an eligible Employee seeking to attain the rank of Sergeant. The Chief may select the Employee for promotion from the top three (3) scores of eligible Employees, in his or her sole discretion.

To the extent that this provision differs from Sections 143.028 or 143.031 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

## **Section 3. Appointment of Captains**

The Chief shall appoint the Operations Captain from an Employee within the Police Department. Any Employee appointed to the rank of Captain may be demoted from said position at the sole discretion of the Chief. Any Employee demoted from the position of Captain shall have no right to file a grievance or to appeal the demotion. Upon demotion from the position of Operations Captain, the Employee shall resume the last rank from which he or she was employed before



appointment to Operations Captain, unless terminated for malfeasance, misconduct or other disciplinary issues. Further, upon demotion from the Operations Captain position, the Employee's pay shall be in accordance with the last rank from which he or she was employed before appointment to Operations Captain, with service time as Operations Captain credited as continuous time in that prior rank and with all pay increases to which the Employee would have been entitled had he or she continuously remained in that prior rank. The demoted Employee returning to his or her prior rank shall not "bump" another Employee to a lower rank.

The Chief may appoint the Administrative Captain from an Employee within the Police Department or from a qualified peace officer not currently employed by the City. An Employee removed as the Administrative Captain position that was not previously an Employee of the Police Department before his or her appointment to Administrative Captain, may be offered employment in another peace officer position with the Police Department if a current position is available, or test for an available Sergeant position if the Employee has two (2) or more years of service with the Police Department. The Administrative Captain may be moved to fill the Operations Captain position if Employee has at least (1) year of service as the Administrative Captain. If no positions as described in this paragraph are available, the Employee shall be terminated from the City. If the Employee was promoted to the Administrative Captain position from within the Police Department, the Employee may be demoted from said position in the sole discretion of the Chief. Any Employee promoted to the Administrative Captain position from within the Police Department, and subsequently demoted from said position, shall resume the last rank from which he or she was employed before appointment to the Administrative Captain, unless terminated for malfeasance, misconduct or other disciplinary issues. Further, upon demotion from the Administrative Captain position, the Employee's pay shall be in accordance with the last rank from which he or she was employed before appointment to Administrative Captain with service time as Administrative Captain credited as continuous time in that prior rank and with all pay increases to which the Employee would have been entitled had he or she continuously remained in that prior rank.

The Operations Captain and Administrative Captain shall assume all duties and responsibilities assigned to those positions by the Chief.

To the extent that this provision differs from Section 143.014 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

#### **Section 4.**

No reduction in authorized sworn personnel shall occur unless the Association is notified ten (10) days in advance, and all lay-offs and reductions in force shall be pursuant to Section 143.085 of the Texas Local Government Code.

## **ARTICLE 27**

### **SENIORITY**

#### **Section 1.**

Employees hired prior to the adoption of this Agreement shall be considered to be probationary for a period of three hundred sixty-five (365) days following first employment. During the probationary period, an Employee may be dismissed for any reason, without recourse to the grievance procedure. At the completion of the probationary period, continuous service for purposes of seniority shall date from the first day of employment as a commissioned police officer. After a period of forty-five (45) calendar days from date of employment, an Employee shall receive the City's health insurance. Probationary employees shall accrue sick leave days from the first day of employment as a police officer. The Association may accept probationary employees for membership "at-large" but they are not to be considered as protected by this Agreement. The Association may provide advice or representation, to the probationary employees only as allowed by law.

Effective upon adoption of this Agreement, the Employees hired after the adoption of civil service shall continue to serve their one (1) year probationary periods and shall not be required to serve an additional one (1) year probationary period as provided in Section 143.027 of the Texas Local Government Code.

To the extent that any provision of this Article differs from Section 143.027 of the Texas Local Government Code, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

#### **Section 2.**

Seniority (that is, length of continuous service in the employment of the City as a commissioned police officer) shall be considered only in determination of rights and priorities in the following situations:

- A. Time when annual vacation is to be granted (with permission of the Chief).
- B. Shift Assignments with the exception of the twelve (12) hour shift (For the sole purposes of shift assignments, seniority for sergeants shall be length of continuous service in the rank of sergeant and not length of service with the Police Department).

## **ARTICLE 28**

### **CLASSIFICATION AND APPOINTMENT FOR BEGINNING POSITIONS**

#### **Section 1. Beginning Positions**

The classification and appointment of persons to fill beginning positions in the Police Department shall be pursuant to Section 143.021-.026 of the Texas Local Government Code with the following exceptions:

A. Applicants may be administered examinations approved by the City of Vidor Civil Service Commission (the “Commission”) either individually or in a group, at different times and different locations, and the order of the various examinations may be changed.

B. The Commission shall set the length of time that each eligibility list shall be valid and the Commission may schedule new entrance examinations at their sole discretion.

C. A maximum of five (5) additional points will be awarded to the score on the entrance examination of a qualified applicant with a cut-off score of 70% (unless a qualified consultant shall determine a different cut-off score, based on the statistical validity of the test), if the applicant provides sufficient proof prior to the exam, as follows:

(1) Honorable Discharge from the military with at least one hundred eighty (180) consecutive days of active duty service. The recently separated or Active Duty, Active Reservists or National Guard member will be awarded five points after receiving a letter from the military members’ last/current Commander stating that the military member will receive an Honorable Discharge based on current conditions and has served at least one hundred eighty (180) consecutive days of active duty. (5 points)

(2) TCOLE peace officer certification of Intermediate or higher or five (5) years experience as a full-time licensed peace officer/law enforcement officer. (2 points)

(3) Bachelors Degree or higher from an accredited learning institution of higher education. (2 points)

(4) Associates Degree from an accredited learning institution of higher education. (1 point)

(5) Local Resident (an individual residing within the corporate city limits of the City of Vidor for two (2) years or more at the time of taking the examination. (1 point)

D. Applicants will also be interviewed by an oral review board (the “Board”). The Board shall consist of five (5) individuals to be appointed as follows: Three (3) Board members will be appointed by the Chief and (2) Board Members will be appointed by the President of the Association. The Chief is prohibited from being a member of the Board. After the Board interviews each Applicant, the highest score and lowest score from the members of the Board for each Applicant shall be discarded and the remaining three (3) scores will be averaged for the Applicant’s Board score. The Board’s score shall constitute twenty (20%) of the overall score of an Applicant. The members of the Board may be the same members of the Board under Article 26, Section 3.

Based on the points awarded as outlined, supra, the Chief shall request in writing from the Commission the names of suitable persons from the eligibility list. The director of the Commission shall certify to the City’s chief executive the names of the three persons having the highest total score on the eligibility list.

From the three names certified, the chief executive shall appoint the person having the highest total score unless there is a valid reason why the person having the second or third highest total score should be appointed.

If the chief executive does not appoint the person having the highest total score, the chief executive shall clearly set forth in writing the good and sufficient reason why the person having the highest total score was not appointed. The reason required shall be filed with the Commission and a copy provided to the person having the highest total score. If the chief executive appoints the person having the third highest total score, a copy of the report shall also be furnished to the person having the second highest total score.

## **Section 2. Lateral Hiring**

The Chief may offer employment without testing to any licensed peace officer at a pay step up to Patrol Officer IV, based on prior experience, in the Chief's sole discretion. These officers shall be treated as new employees for all purposes, including probation, seniority, benefits and eligibility for promotion. Officers shall be credited with their prior law enforcement experience up to three years or five years, as applicable, of credit for the purposes of advancing in the pay steps.

## **Section 3. Local Government Code Section 174.006**

To the extent that any of these provisions differ from Sections 143.021, 143.022, 143.023, 143.024, 143.025 and 143.026 of the Texas Local Government Code, and from terms of in the Personnel Rules or Local Rules of the Police Officers' Civil Service Commission of the City of Vidor, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code

## **ARTICLE 29 ON-CALL TIME**

In the event that an Employee is "on-call", and that Employee is actually called into work by the Chief or the Employee's supervisor, the Employee shall be compensated at the Employee's regular rate of pay with a four (4) hour minimum of time credited to the Employee. However, if the Employee works more than four (4) hours, he or she shall be credited with the actual amount of time worked.

To the extent this provision differs from Chapter 143 of the Texas Local Government Code, and from the terms in the City's Personnel Rules or Local Rules of the Police Officers' Civil Service Commission of the City, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

**ARTICLE 30**  
**CITY OF VIDOR**  
**DISASTER POLICY AND PROCEDURES**

The City shall maintain a Disaster Policy and Procedures in the event the Mayor of the City of Vidor declares a disaster as authorized pursuant to §418.108(a), Texas Government Code. Except in the event of an emergency, the City agrees to not amend this policy without thirty (30) calendar days' written notice to the Association.

**ARTICLE 31**  
**STABILITY OF AGREEMENT**

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Association to insist in any one or more instance, upon performance of any of the terms or conditions of 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 terms or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Vidor, Texas; and Rules and Regulations of the Police Officers' Civil Service Commission for the City of Vidor. This preemption provision is authorized by Sections 174.005 and 174.006 of the Texas Local Government Code, and the parties to this Agreement have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard of result that would otherwise obtain, in the absence of this Agreement.

**ARTICLE 32**  
**DECLARATION OF THE FULL AND FINAL**  
**SCOPE OF THE AGREEMENT**

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Subject to the Maintenance of Standards Clause, it is agreed that the City shall not be subject to additional wages, compensation, or emoluments of any kind beyond that which is specified in this Agreement; and should any future State law be enacted which requires cities to compensate City police in any manner beyond the scope of this Agreement, the compensation or emolument levied against the City shall be waived and disclaimed in total. It is additionally agreed that except as specifically modified by this agreement, benefits and emoluments provided to police

officers by State legislation shall remain in effect throughout the term of the agreement, notwithstanding the fact that during the life of the contract legislation may become effective which would negate certain benefits or emoluments.

### **ARTICLE 33**

#### **SAVINGS CLAUSE**

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

### **ARTICLE 34**

#### **MAINTENANCE OF STANDARDS**

##### **Section 1.**

All standards, privileges, and working conditions set forth in the Police Department's Policies and Procedures shall remain unchanged for the duration of the Agreement, except as amended from time-to-time by the Chief after thirty (30) days written notice to the Association. If the Association objects to a new order, policy or procedure, such new order, policy or procedure shall be sent to the Labor Relations Committee for study and recommendations. The Chief may, after reviewing the recommendations from the Labor Relations Committee, adopt or not adopt the recommendations and issue the new order, policy or procedure.

##### **Section 2.**

All substantive and material standards, privileges, and working conditions set forth in the City's Personnel Policy Manual that pertain to sworn officers as adopted by ordinance shall remain unchanged for the duration of the Agreement. However, the Chief shall retain the right to properly manage the Police Department in his sole discretion. The Chief may change the standards, privileges and working conditions which he or she determines to interfere with the operation of the Police Department. Any such changes must be made in good faith, must be consistent with the spirit and intent of the relevant provision and practice, must be reasonable and not discriminatory, must be reasonably related to safe and orderly operation of the Police Department, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement.

The City shall maintain a copy of all the above publications at the Police Department for all Employees to examine.

**ARTICLE 35**  
**PERSONNEL POLICIES**

Unless preempted or otherwise governed by the Civil Service Commission, this Agreement or mandated by Texas law, the City's personnel policies shall be applicable to each Employee covered by this Agreement.

**Preemption**

**ARTICLE 36**  
**PREEMPTION UNDER SECTION 174.006**

To the extent any provision within this Agreement differs from Civil Service or Chapter 143 of the Texas Local Government Code, and from the terms in the City's Personnel Rules or Local Rules of the Police Officers' Civil Service Commission of the City, this Agreement supersedes and pre-empts those provisions as permitted by Section 174.006 of the Texas Local Government Code.

**ARTICLE 37**  
**DURATION OF AGREEMENT**

**Section 1.**

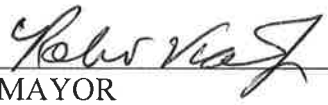
This Agreement shall be effective as of the 1st day of January, 2019, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2020.

**Section 2.**

Any contract changes desired by either party must be made in writing and mutually agreed upon by both parties.

SIGNED this 6<sup>th</sup> day of December, 2018.

CITY OF VIDOR, TEXAS:

By:   
ITS: MAYOR  
CITY OF VIDOR, TEXAS

ATTEST:

BY:   
ITS: CITY SECRETARY  
CITY OF VIDOR, TEXAS

VIDOR POLICE ASSOCIATION:

By:   
ITS: PRESIDENT

ATTEST:  
  
BY:   
ITS: SECRETARY  
APPROVED: