

COLLECTIVE BARGAINING LABOR AGREEMENT
Between the
CITY OF WESLACO, TEXAS
And the
WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract - 2 Years
October 1, 2019 through October 1, 2021

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BETWEEN
THE CITY OF WESLACO AND WMPU
FISCAL YEARS 2019-20__

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ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Labor Agreement are as follows: 1) the CITY OF WESLACO, TEXAS and 2) the WESLACO MUNICIPAL POLICE UNION.

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

Section 3. The WESLACO MUNICIPAL POLICE UNION, hereafter referred to as the “UNION” or is an association, as such is defined in Chapter 174, Texas Local Government Code (“TLGC”) for the purpose of representing police officers concerning compensation, hours, grievances, and other conditions of employment affecting police officers.

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

ARTICLE 2. PURPOSE OF THIS LABOR AGREEMENT

Section 1. It is the intent and purpose of this Labor Agreement to achieve and maintain harmonious relations between the PARTIES in order to provide for an equitable and orderly process that addresses salaries, working conditions, and employer-employee working relations that may arise during the term of this Labor Agreement.

ARTICLE 3. RECOGNITION CLAUSE

Section 1. Recognition. The CITY recognizes the UNION as the sole and exclusive bargaining agent for all police officers for the CITY, as that term is defined in Chapter 174, TLGC. The CITY or any of its representatives agrees that it will not meet with any other association eligible to be the bargaining agent for Weslaco Police Officers for any issues related to the Labor Agreement and which is not recognized as the bargaining agent, unless the UNION agrees and is also present.

ARTICLE 4. SUCCESSOR & ASSIGNS

Section 1. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Labor Agreement and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

ARTICLE 5. AUTHORITY AND TERM OF THIS LABOR AGREEMENT

Section 1. Term of the Labor Agreement. Except as otherwise provided for within this contract, this Labor Agreement shall have an Effective Date of October 1, 2019 and shall remain in continuous full force and effect for a period of TWO (2) YEARS, until September 30, 2021, except as otherwise provided herein.

ARTICLE 6. EVERGREEN CLAUSE

Section 1. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this Labor Agreement, all terms of this current Labor Agreement shall remain in full force and effect until replaced by a successor Labor Agreement.

Section 2. The initial meeting after notice is given shall be for the purposes of setting, dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of triggering any applicable statutory dates or deadlines. Thereafter, the PARTIES may extend deadlines by mutual agreement, in writing, executed by the Chief Negotiator for each PARTY.

Section 3. The CITY agrees to commence negotiations at least sixty (60) days before the expiration date of this Labor Agreement if the UNION has requested negotiations as required under Chapter 174, TLGC.

ARTICLE 7. SUPERSESSION & SAVINGS CLAUSE

Section 1. The terms and provision of this Labor Agreement, once effectuated, shall supersede any and all prior Labor Agreements, except as otherwise provided in this Labor Agreement or as required by law.

Section 2. If any provision of this Labor Agreement or the applicability thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Labor Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Labor Agreement shall be severed to the fullest extent allowed by law.

ARTICLE 8. PAYROLL DEDUCTION OF DUES

Section 1. The CITY agrees to deduct dues and assessments, according to the City's usual and outstanding pay cycle and work cycle in an amount certified to be true and correct by the Treasurer of the UNION, from the pay of those employees who individually requested, in writing, that such deductions be made from their salary and wages.

Section 2. The total amount of deductions shall be remitted, bi-weekly for 26 designated pay periods, together with the names of the employees from whom dues have been collected, by the CITY to the Treasurer of the UNION, or the designated depository for the UNION.

Section 3. This authorization shall remain in full force and effect during the term of this Labor Agreement, to include any Evergreen period that may apply. The CITY or UNION, as applicable, shall forward to the UNION or CITY, a copy of all authorizations or cancellations of voluntary deductions of UNION dues by individual members of the bargaining unit.

Section 4. The CITY agrees that payroll deduction is an exclusive agreement between the CITY and the UNION. The CITY also agrees that it will not grant payroll deduction of dues for any other UNION, eligible to be the bargaining agent for Weslaco Police Officers, without the written approval of the UNION.

Section 5. The CITY agrees to grant the UNION one additional payroll deduction slot.

ARTICLE 9. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. The PARTIES understand and agree that under the provisions of §174.006, TLGC, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining contract specifically provides otherwise.

Section 2. Nothing in this Labor Agreement is intended to detract from any rights, privileges, duties that an individual bargaining unit member may have under civil rights or anti-discrimination laws, whether state or federal, which a public employee would otherwise have in the absence of this Labor Agreement.

Section 3. The duly adopted Civil Service Rules & Regulations, Police Department Standard Operating Rules, Procedures and General Orders, shall continue to apply and be enforced by management, except as otherwise specifically provided for in this Labor Agreement. See §174.006(a), TLGC.

ARTICLE 10. CERTAIN CIVIL SERVICE RULES SUPERSEDED

Section 1. A state or local civil service provision prevails over this Labor Agreement, except to the extent this contract specifically provides otherwise.

Section 2. It is the specific intent of the PARTIES to this Labor Agreement, that any express, written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in the Civil Service Statutes, Chapters 141 through 143, TLGC, is intended to override the applicable statutory provision as allowed by Chapter 174, TLGC.

ARTICLE 11. MANAGEMENT RIGHTS

Section 1. The CITY, on its own behalf, hereby retains and reserves unto the Chief of Police all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Texas and the United States, including but without limiting, the generality of the foregoing, except as specifically limited and governed by this Labor Agreement.

Section 2. The CITY's management rights include, but are not necessarily limited to, the following areas and categories:

- A. To exercise the Executive Management and Administrative control of the Department and its properties and facilities;
- B. To assign overtime work;
- C. To determine special assignments or lateral transfers;
- D. To schedule operations, assign shifts, and determine appropriate staffing requirements;
- E. To control production and service standards;
- F. To make technological changes;
- G. To have uninterrupted work;
- H. To control the Department's overall fiscal budget; and
- I. To determine the Department's organizational structure.

Section 3. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the CITY, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms of this Labor Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the State of Texas.

Section 4. Nothing contained herein shall be considered to deny or resist the CITY its rights, responsibilities, and authority under the laws of the State of Texas or any other national, state, county, district, or local law or regulations or executive order as they pertain to police service.

Section 5. The CITY's management rights do not include the ability to exclude Fair Labor Standards Act exempt officers to overtime assignments paid for by grants. Fair Labor Standards Act exempt officers may be denied overtime assignments based on the staffing and manpower needs of the Department and the primary duties of such exempt officers. The allocation of overtime assignments to Fair Labor Standards Act exempt officers is subject to grievance by individual officers and/or the UNION on behalf of its membership.

ARTICLE 12. APPOINTED POSITIONS

Section 1. The Chief of Police shall appoint each person occupying an authorized position in the classification immediately below that of the Chief of Police, which shall be referred to as "Assistant Chief."

The total number of persons who may be appointed to the classification immediately below the Chief of Police may not exceed two (2).

Section 2. A person appointed to the rank of Assistant Chief must meet the following minimum criteria:

- A. Must be employed with the department as a sworn police officer;
- B. Must have at least two years of continuous service in the department as a sworn police officer;
- C. Must hold the classification of Captain at the time of the appointment; and,
- D. Must meet the requirements for appointment as head of the department as prescribed by Section 143.013(b), TLGC. In the event no Captains meet the qualifications, apply for, or refuse the appointment, then the Chief of Police may then select a candidate from the next lower classification.

Section 3. A person appointed under this section serves at the pleasure of the Chief of Police and, notwithstanding any other provision of this Labor Agreement, all wages, hours, benefits and other conditions of employment regarding such position shall be subject to change or modification by the Chief of Police. A person appointed under this section shall be paid for the work actually performed for the assignment, pursuant to Article 18, titled "Wages & Salary, section 4.

Section 4. If an officer is removed from an appointed position of Assistant Chief, that person shall be reinstated in the Department and placed in the same classification, or its equivalent, that the person held before appointment. The person retains all rights of seniority in the department.

- A. In the event of such a removal and reinstatement, the reduction in force rules recognized under Chapter 143, TLGC that provide for a last-in, first-out domino effect down the chain of command shall apply.

Section 5. An officer removed from the appointed position of Assistant Chief has no right of appeal from such removal. Should the Assistant Chief be charged with an offense under the civil service rules, which results in disciplinary suspension, including an indefinite suspension, the Assistant Chief retains the appeal rights otherwise provided to other officers under Chapter 143, TLGC; provided, however, that restoration of benefits or position, if any, shall be at the position

that the officer held prior to the appointment.

Section 6. Except as provided in this Section, an appointment under this Article shall not result in the reduction of the number of positions in any existing classification, provided, however, that the CITY may have no more than four positions at the rank of Captain.

Section 7. Upon the appointment of the first Assistant Chief position from the rank of Captain, there shall be created a vacancy in the rank of Captain, which shall be filled in accordance with the provisions of Chapter 143, TLGC.

Section 8. The position of Assistant Chief and Captains, when and if appointed, shall be carried as Fair Labor Standards Act "FLSA" exempt.

ARTICLE 13. PREVAILING RIGHTS

Section 1. All working conditions, wages, hours, and benefits, that are now enjoyed by and in effect with respect to the members of the Department on the effective date of this Labor Agreement which are not covered by this Labor Agreement shall remain in full force, unchanged and unaffected in any manner unless changes are modified in writing by mutual consent of the UNION and the CITY.

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

ARTICLE 14. UNION ACTIVITY

Section 1. The PARTIES via this Article seek to establish the appropriate balance between the right of the Weslaco police officers to collective bargaining status and the legitimate governmental needs of the CITY. This Article seeks to provide the requisite accommodation for protected First Amendment activity without running afoul of the prohibition under the Texas Constitution from use of public funds for activities other than the legitimate and lawful needs of the public.

Section 2. Three (3) members of the UNION negotiating team shall be allowed time off with pay to attend negotiation meetings mutually set by the CITY and the UNION when such meetings occur during the regularly scheduled time of the employees, subject to the manning or other business needs of the Department. Additionally, the CITY will allow up to three (3) hours per member per negotiation session to prepare for negotiations. The CITY shall make reasonable efforts to accommodate the members of the UNION bargaining team's schedule for purposes of preparation and attendance of any negotiation session.

Section 3. Subject to prior notification to and approval from the Chief of Police, or his designee, the UNION President or Vice President shall have the right to visit the premises of the police department for purposes of administering this Labor Agreement. Visits shall be conducted in a manner and at a time as not to interfere with the functions of the police department. The Chief of Police shall not unreasonably withhold approval of requests by the UNION President or Vice-President to visit the premises of the Department. Concerns and/or complaints regarding the administration of the Labor Agreement shall be directed to the Chief of Police or his designate.

Section 4. The UNION shall have exclusive access to one bulletin board in the police briefing room to post UNION and police related material and information; provided, however that:

- A. No materials endorsing political candidates or any matter that is degrading or derogatory to the Employer or any City of Weslaco elected official, employee, agent or representative will be allowed on the bulletin board;
- B. If the Chief of Police, after consultation with the City Manager and/or the City Attorney, determines that certain material is in violation of the preceding prohibition, City Management may remove the material and notify the UNION of the reasons for such action; and
- C. The UNION shall bear the cost of defending in court any challenge to the legality of this exclusivity provision and further provided that the UNION shall be responsible for payment of any monetary amounts that may be awarded in connection with such a challenge, including legal and monetary damages, attorney's fees, and costs of court. The CITY shall cooperate in the defense of any such court challenge.

Section 5. The officers of the UNION (President, Vice-President, Secretary, and Treasurer) shall be granted leave from duty without pay for all membership meetings and Executive Board meetings of the UNION when such meetings take place at a time during which such officers are scheduled to be on duty, provided that such absences shall not unduly interfere with the operations of the Department. The leave without pay shall be limited to one meeting per month not to exceed four (4) hours per meeting.

Section 6. The elected delegates, officers, or members of the UNION may be granted leave from duty with full pay to attend UNION activities, which include, but shall not be limited to conventions, seminars, or meetings. Such leave with pay shall not exceed a total of twenty (20) days a year cumulatively for all employees and will be deducted from sick or vacation leave. Such leave shall only be allowed if it does not unduly interfere with the operations of the department.

Section 7. Within thirty (30) days from the execution of this Labor Agreement, and subject to prior notification to and approval from the Chief of Police, or his designee, the UNION and its representatives shall have the right to visit the premises of the police department for purposes of presenting and explaining the contents and implications of this Labor Agreement to the members of the police department. The Chief of Police shall not unreasonably withhold approval of

requests by the UNION to visit the premises of the Department for the purposes of this section.

ARTICLE 15. LABOR RELATIONS COMMITTEE

Section 1. There shall be a Labor Relations Committee under this Labor Agreement. The UNION and the CITY acknowledge that a harmonious working relationship is essential to the success of this Labor Agreement, and the first tenet of such a working relationship involves cooperation and mutual recognition of each PARTY's positions with regard to issues that affect officers. To such end, a Labor Relations Committee shall be established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner. This forum is not for purposes of embarrassment or castigation of one party against another.

Moreover, this cooperation and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives, and decision-making authority. Neither the Chief of Police, nor the UNION, nor the CITY are bound to implement any resolution recommended by the Labor Relations Committee.

Section 2. The Labor Relations Committee shall consist of six (6) members, three (3) bargaining unit members and three (3) management appointments that are not bargaining unit members. The three appointments by the UNION shall be made in accordance with the internal policies and practices of the UNION. The Chief of Police in consultation with the City Manager shall make the three (3) appointments for the CITY.

Section 3. This Committee may meet with the Chief of Police or his designate on an as needed basis at the request of either PARTY to this Labor Agreement. A joint statement of the Committee meeting shall be posted on the department bulletin board within a reasonable time after any Labor Relations Committee meetings for information purposes.

Section 4. The purpose of these meetings shall not be to engage in collective bargaining, but to improve labor relations to address concerns and make suggestions. The business of the meetings shall be conducted informally in an atmosphere conducive to the open, candid, and constructive discussion of issues. The Committee may make recommendations that involve or relate to things such as: 1) any and all issues affecting police officers relating to health & safety, equipment, working conditions, effectiveness, and professionalism; 2) responding to request for input from the Chief of Police or City Management; 3) continuing Texas Commission on Law Enforcement "TCOLE" training and any other training mandated by state law.

Section 5. Disciplinary matters involving specific individuals are not the proper subject of the Labor Relations Committee and will not be discussed.

ARTICLE 16. CERTAIN ELIGIBILITY REQUIREMENTS

Section 1. The Department, at the time of this Labor Agreement, has four recognized classifications, namely: 1) Captain; 2) Lieutenant; 3) Sergeant; and 4) Patrol Officer.

Section 2. To qualify for the civil service examination for the classification of Sergeant, a member must first have a minimum of three (3) years' experience in the next lower classification in the Department.

Section 3. The PARTIES recognize that the Investigator position is an assignment, not a classification.

Section 4. All Sergeants, Lieutenants, and Captains will be assigned to their respective divisions at the sole discretion of the Chief of Police.

ARTICLE 17. WORKING OUT OF CLASSIFICATION; ACTING PAY

Section 1. Any police officer covered by this Labor Agreement who is temporarily assigned to or required to perform the duties of a higher classification by a supervisor, shall be compensated at the rate of pay applicable to such higher position or rank during such period of time.

- A. This provision shall not apply to any appointed position, unless acting pay is authorized by the Chief of Police.

Section 2. The term "temporarily assigned" as used herein means for the period of time actually worked. The step-up pay will be the higher-class pay, plus any add-on pays, otherwise applicable for that officer.

- A. Acting pay requires prior approval by the Chief of Police or his command staff designee. The mere absence of a higher ranking officer from duty may not, standing alone, justify a claim for acting pay by a lower ranking officer.

ARTICLE 18. WAGES & SALARY

Section 1. Annual Base salaries for each respective class of officers shall be paid as explained below.

RANKS	FY 2018-2019 Base Salary	% increase	FY 2019-2020 Base Salary	% increase	FY 2020-2021 Base Salary
Patrol Officer	\$45,475.88	2.5% \$1,136	\$46,611	2.5% \$1,165	\$47,776
Sergeant	\$52,787.97	2.5% \$1,319	\$54,106	2.5% \$1,352	\$55,458
Lieutenant	\$58,914.63	2.5% \$1,472	\$60,386	2.5% \$1,509	\$61,895
Captain	\$68,583.00	2.5% \$1,714	\$70,297	2.5% \$1,757	\$72,054
Asst. Chief (Appointed, FLSA Exempt)	Chief's discretion, but no less than 5% over the highest paid Captain's total compensation.		Chief's discretion, but no less than 5% over the highest paid Captain's total compensation.		Chief's discretion, but no less than 5% over the highest paid Captain's total compensation.

- A. Base pay of the appointed positions of Assistant Chief shall be at the discretion of the Chief of Police, subject to approval of the City Manager, but, in no event shall the base pay of Assistant Chief be less than five (5) percent over that of Captains. In addition, Assistant Chiefs and Captains shall be carried as FLSA Exempt, and Lieutenants shall not be carried as FLSA exempt. In addition to base pay, Captains will be compensated for certification pay, stability pay, assignment pay, education reimbursement, education pay, and physical agility incentive pay, if they qualify for said payments.

Section 2. A qualifying employee shall receive the certification pay consistent with each certification. The amounts are pro-rated annually upon attainment of each certification level. The amounts are not cumulative. Increases take effect upon execution of the Labor Agreement.

- A. Intermediate Certificate Pay: \$600.00 per year.
B. Advance Certification Pay: \$1,200.00 per year.
C. Master Certification Pay: \$1,500.00 per year.

Section 3. Seniority pay will be paid pro-rata over the course of the year. The amount paid will

be based on full, completed years of service as of the anniversary of the date of hire as a police officer and replaces longevity pay under Chapter 143, TLGC. The amount paid is not cumulative. The amounts of seniority pay will be paid as follows:

Stability Pay Service Yrs	FY 2017 - 2019
0	0
1	0
2	\$500
3	\$2,050
4	\$2,050
5	\$2,600
6	\$2,600
7	\$3,500
8	\$3,500
9	\$5,000
10	\$5,000
11	\$5,900
12	\$5,900
13	\$6,400
14	\$6,400
15	\$7,900
16	\$7,900
17	\$8,900
18	\$8,900
19	\$8,900
20	\$11,100
23	\$12,000

Section 4. Police officers assigned to the following assignments shall receive a pro-rata amount of \$2,000.00 during the period of the assignment. This provision supersedes any contrary requirements that may be contained in Chapter 143, TLGC. Assignments shall be at the sole discretion of the Chief of Police taking into account any fiscal restrictions and the needs of the Department. Any police officer assigned to one of the following assignments shall be paid pursuant to this section for any work performed by the assignment.

- A. Criminal Investigation Division: There is no limit to the officers that may be paid for this assignment;
- B. Evidence Technician(s): Only two (2) officers may be paid for this assignment;
- C. Field Training Officer(s): Only eight (8) officers may be paid for this assignment;
- D. Special Response Team (e.g. SWAT, ERT, SORT): Only fifteen (15) officers may be paid for this assignment; of the fifteen officers, one (1) shall be a commander, two (2) shall be supervisors, and ten (10) shall be operators;

- E. Intoxilyzor Operator(s): Only twelve (12) officers may be paid for this assignment;
- F. Motorcycle officers: Only two (2) officers may be paid for this assignment;
- G. Training Coordinator: Only one (1) officer may be paid for this assignment;
- H. PAR Division: Only twelve (12) officers may be paid for this assignment; and
- I. Traffic Accident Reconstruction: Only four (4) officers may be paid for this assignment.
- J. Public Information Officer and Crime Stoppers Coordinator: Only one (1) officer may be paid for this assignment.
- K. School Resource Officer

Section 5. The CITY will reimburse a police officer's tuition and fees, paid out-of-pocket, attributable to courses from a college or university, accredited by the Southern Association of Colleges, Western Association of Schools and Colleges and Schools or Regional accreditation, if the police officer successfully completes said courses.

- A. Provided, however, that the maximum amount of tuition reimbursement for any Individual officer shall not exceed \$5,000.00 per fiscal year.
- B. Provided further that tuition reimbursement shall not be a component of the overtime rate.
- C. Provided that the degree sought is in support of a "Governmental Function."

Section 6. Education Pay shall be provided as a component of pay from State Accredited College or University.

- A. Current employees shall continue to receive education pay in accordance with the following table for the duration of this Labor Agreement;

College Hours Completed/Degree Earned	Annual Education Pay
Associates Degree	\$850.00
Bachelor Degree	\$1,700.00
Master Degree	\$2,300.00
Doctorate Degree	\$2,900.00

Section 7. A police officer shall be entitled to a performance pay bonus for meeting the Incentive level fitness standards contained in the fitness for duty Article contained in this Labor Agreement, which is set at a lump sum payment of \$600.00 per testing cycle, that is, twice per year. This section in no way replaces the Weslaco civil service entry level minimum standards.

PHYSICAL FITNESS STANDARDS (derived from FitForce Standards)					
ACTIVITY	RUN	JUMP	CARRY	PUSH-UPS	SIT-UPS
INCENTIVE LEVEL	1.25 mile run in 12 minutes or less	jump or scale 5 foot chain link fence	drag or carry 180 lb. dummy distance of 20 yards	28 push-ups in 1.5 minutes or less	29 sit-ups in 1.5 minutes or less
MINIMUM STANDARD LEVEL	.75 mile run in 12 minutes or less	Jump or scale 5 foot chain link fence	drag or carry 180 lb. dummy distance of 20 yards	5 push-ups in 1.5 minutes or less	10 sit-ups in 1.5 minutes or less
ROWING	Rowing instead of the run, jump, carry, push-ups, sit-ups. Per Department of Public Safety standards (subject to future changes made by DPS).				

ARTICLE 19. PAID TIME OFF- VACATION LEAVE

Section 1. Vacation allowance shall be earned annually (based upon a monthly accumulation) based upon the following schedule:

- A. Fifteen (15) days' vacation with pay after completion of one (1) year of continuous service with the Department earned at a rate of one and one- fourth (1-1/4) days per month;
- B. Eighteen (18) days of vacation with pay after completion of (10) years of continuous service with the Department earned at a rate of one and one-half (1 - 1/2) days per month;
- C. Twenty (20) days of vacation with pay after completion of twenty (20) years of continuous service with the Department earned at a rate of one and two-thirds (1- 2/3) days per month;

Section 2. Vacation time will be taken in increments of eight (8) hour shifts. Each eight (8) hour shift is equal to one (1) vacation day.

Section 3. Vacation selection for each upcoming year shall be on a seniority basis within each rank under the following conditions:

- A. Vacation selection by seniority preference shall be made during the month of October of each fiscal year. After which and beginning November 1 of each year, the remaining selection shall be made on first come first serve basis.

Section 4. Employees are permitted to carry a maximum of thirty (30) vacation days over from one fiscal year to the next. The carry-over vacation days' policy will be consistent with the carry-over policy of the regular city staff.

Section 5. Employees will be entitled to four (4) personal days off per year to conduct personal affairs.

These personal days off will not be considered as sick leave or vacation leave. Personal days cannot be carried over. A personal day must be used during the fiscal year it is earned; otherwise it will be lost.

Section 6. Accrued vacation time may be used to mitigate the effect of any disciplinary suspensions; provided, however, that if the affected employee elects to apply vacation leave to cover a suspension, the officer also automatically waives all appeal or grievance rights from such disciplinary action.

Section 7. Accrued vacation time may be used to mitigate the effect of injuries sustained while working employment outside the Department but within the city limits of Weslaco, Texas.

ARTICLE 20. PAID TIME OFF- SICK LEAVE

Section 1. All sick leave benefits shall be covered by applicable provisions of the Chapter 143, TLGC.

Section 2. Sick leave for Police Officers who are regularly scheduled to work an eight (8) hour work period will be paid or charged as follows:

- A. A sick day shall be equal to one (1) eight (8) hour period of work;
- B. Payment for unused, accumulated sick leave on leaving the classified service shall be paid on the basis of one (1) day being equal to one shift; and
- C. Officers terminated on disciplinary grounds shall be entitled to no more than 60 days of sick leave pay-out. Officers separated for any other reason shall be

entitled to payment for up to 120 days of sick leave pay-out.

Section 3. Employees who are absent in excess of three (3) consecutive days or longer will be required to submit a doctor's excuse in support of illness, and if management has probable cause to believe that sick leave is being abused, it may require a doctor's excuse for absences of less than three (3) consecutive days at the discretion of the Chief of Police, if there is probable cause to believe that sick leave is being abused.

Section 4. If an officer has exhausted all accrued time (vacation, sick, etc.) due to a serious illness or injury, as defined by the Family Medical Leave Act "FMLA", other officers may voluntarily donate a maximum of fifty (50) hours of vacation or sick leave, at face value, to the ill or injured employee, regardless of classification or rank, to avoid loss of pay. No officer shall be permitted to accumulate more than five hundred (500) hours of such donated leave within any twelve (12) month period of time.
Donated leave may only be used for the officer to whom donated.

Section 5. Accrued sick leave time may be used to mitigate the effect of injuries sustained while working employment outside the Department but within the city limits of Weslaco, Texas.

ARTICLE 21. PAY CYCLE, WORK CYCLE, & WORK HOURS

Section 1. The CITY's usual and customary Pay and Work Cycle has been a fourteen (14) day period, that is, twenty-six (26) cycles per year.

Section 2. The CITY reserves any and all management rights allowed to it by law to alter or amend the pay and work cycles, if to do so serves the legitimate governmental and management interests of the CITY.

Section 3. The CITY will allow and consider input from the UNION Labor Relations Committee regarding changes or modifications to work cycles, pay cycles, or work hours, but the implementation of any modifications shall remain the city's exclusive management right.

Section 4. Bargaining unit members are entitled to take a 30 minute meal break during a work shift, if such break does not unduly interfere with the discharge of the employee's duties.

Section 5. Bargaining unit members are entitled to take two (2) fifteen-minute coffee breaks during a work shift, if such break does not unduly interfere with the discharge of the employee's duties.

Section 6. All work time shall be calculated by going to the nearest quarter hour, backward or forward as applicable, or as otherwise required by applicable federal law.

Section 7. Any officer required to attend in-service training equivalent to a full shift, shall have that period of time to serve as part of his normal shift, and shall not be required to make-up his

normal duty hours, unless an emergency exists.

Section 8. All bargaining unit members who travel to attend required training will be paid for their travel time. This provision specifically includes bargaining unit members who passengers in a vehicle traveling to a training session.

ARTICLE 22. HOLIDAYS & HOLIDAY PAY

Section 1. During the term of this Labor Agreement, the city shall observe the following days as Holidays for the Department throughout the term of this Labor Agreement:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Day After Thanksgiving
- 8) Christmas Eve
- 9) Christmas Day

Section 2. In the event that the CITY COMMISSION should modify the recognized holidays, either by adding holidays, or by removing recognized holidays, the terms of this provision shall be so modified accordingly.

Section 3. For purposes of administration of this Labor Agreement and this provision, holidays shall be observed on the actual calendar day that they fall and no other time.

Section 4. Only those employees assigned to work on a holiday will be paid at the rate of two-half (2½) times the regular rate; otherwise, officers who do not work on a holiday will be paid at their regular rate of pay.

Section 5. For purposes of this provision, any listed holiday shall commence at twelve o'clock midnight of that day until twelve o'clock midnight of the following day.

Section 6. Separate and apart from the holiday pay rate of two-half (2½) times regular rate for holiday hours worked, the CITY's statutory overtime obligations shall nonetheless continue to be governed by statutory law. Statutory overtime pay will not be paid in addition to negotiated overtime pay for holiday hours worked.

ARTICLE 23. HOURS OF WORK, CALL BACKS & HOLD OVERS

Section 1. All hours worked in excess of forty (40) hours per work week, shall be paid at the rate of one and one-half (1 ½) times the employees regular rate of pay.

Section 2. Any pay under a grant program shall be paid at the rate designated in the grant.

Section 3. Employees who are called back to work after going off duty shall be guaranteed a minimum of one (1) hour at a rate consistent with the hours worked during the current work period.

Section 4. An employee may be held over past his shift dependent on the needs of the department; provided, however, that an employee cannot be required to work more than four (4) hours after his shift has ended or required to work four (4) hours before his next shift begins, other than in an emergency.

Section 5. Fair Labor Standards Act exempt persons shall be eligible for overtime assignments paid for by grants.

ARTICLE 24. FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any Employee, the Employee shall be granted leave of up to two (2) days off for attending the funeral and for needed travel time. Funeral leave shall not be unreasonably withheld.

Section 3. For the purpose of this Article, the immediate family shall be defined as the spouse and children, including legal wards of the Employee, as well as the parent, grandparents, grandchildren, brothers, and sisters of the Employee and that of the Employee's spouse, or significant other.

ARTICLE 25. INSURANCE

Section 1. The CITY shall provide all bargaining members of the Department a minimum of One Hundred Thousand and no/100ths (\$100,000.00) of life insurance coverage.

Section 2. The CITY will furnish the same accident and medical insurance coverage for employees and dependents as those in effect for other city employees for the term of this Labor Agreement. Contributions to the insurance plan will be on the same basis as in effect for other city employees.

ARTICLE 26. UNIFORMS AND EQUIPMENT

Section 1. It shall be the policy of the Department to equip all officers with sufficient uniforms, equipment, and safety equipment reasonably necessary for the performance of their assigned duties. This shall include body armor and cover, which shall be replaced every five (5) years or sooner if recommended by the manufacturer.

Section 2. Except as otherwise provided in this Article, all equipment and other property issued shall remain the property of the Department and shall be returned to the Department when the officer's employment is concluded for any reason.

- A. The replacement value of city property issued but not returned or otherwise accounted for by the officer shall be paid for by the officer upon separation from the Department.

Section 3. Investigators will be issued a pair of Department boots once every two (2) fiscal years.

Section 4. All police officers (excluding probationary employees) will be issued a pair of boots annually within one hundred and twenty (120) days after the beginning of each fiscal year.

Section 5. It shall be the responsibility of each officer to safeguard and maintain items issued to that officer. The employee at his or her expense shall replace property lost or damaged due to negligence on the part of the employee.

Section 6. All items of equipment that become worn or inoperable through normal use shall be ordered for replacement within sixty (60) days after a replacement request is made.

Section 7. Each police officer, including investigators, shall receive a uniform allowance of sixty-five dollars (\$65.00) per month, which shall be used exclusively for the maintenance, repair, and replacement of necessary uniforms and clothing necessary to perform assigned duties.

Section 8. Uniforms or clothing damaged while in the line of duty will be replaced or repaired by the Department at no cost to the employee. An absence from active duty, for whatever reason, exceeding thirty (30) days shall result in a pro-rata reduction in uniform allowance for the time of the absence.

Section 9. All duty items that are the property of the Department shall be replaced by the Department.

Section 10. In the event that an item of departmental property has become worn or defective, the employee will prepare a short report regarding the item and turn in the report to his or her supervisor. The supervisor receiving the report shall inspect the piece of equipment in question. If the supervisor agrees, he shall forward the equipment and the report to the Chief of Police. All replacements are subject to review and approval of the Chief of Police.

Section 11. The CITY will reimburse police officers up to a maximum of \$300.00 for damages to prescription eyeglasses if said glasses are damaged in the line of duty.

Section 12. Upon retirement with at least twenty (20) years of service from the police department, a police officer shall be permitted to keep his badge, nameplate and decommissioned

uniforms.

ARTICLE 27. PENSION

Section 1. The CITY agrees to continue its twenty (20) year retirement plan with the Texas Municipal Retirement System. The contribution rate by the employee shall continue to be seven percent (7%) of the employee's salary which the CITY will match at a ratio of 2 to 1. The CITY agrees to continue with annuity increases thirty percent (30%) for retirees.

ARTICLE 28. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS.

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

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

Section 3. Employees may be investigated on complaint affidavits received from citizens outside the Department if the complaint is in writing, signed by the person making the complaint, notarized, and sworn. The Chief of Police may initiate a formal investigation into an anonymous complaint of misconduct against a police officer by a person outside of the department if, and only if, said anonymous complaint explicitly and contemporaneously includes and references independent evidence that corroborates the alleged basis of the anonymous complaint. For the purposes of this section, "independent evidence" means evidence that on its own would tend go to proving an allegation asserted, and may include, but is not limited to, video/audio/photo renderings, sworn witness statements, fingerprints, and DNA residue.

Section 4. If the Chief of Police determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

- A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designate, and must provide the following minimum information:
 - 1) A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are believed to form the

basis of the underlying investigation and provide an opportunity to provide a meaningful response; or, if applicable, a copy of the written complaint as provided by Section 3 above shall be provided in lieu of the factual statement;

- 2) A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;
 - 3) A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding; and
 - 4) A time, place and date for provision of the statement in accordance with other requirements in this Article.
- B. The Order to give statement, if any, must be issued and served with no less than three (3) days' notice to the officer in question.
- C. The scheduling of the Order shall be set during normal duty hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer within three (3) business days after its completion.
- D. A statement shall be taken by one interviewer, who shall be a classified peace officer appointed by the Chief of Police. The officer shall respond truthfully to all questions asked by the examining officer, but the witness shall not be subjected to offensive language or threatened with transfer, removal or disciplinary action during the interview; provided, however, that any admonishments about the consequences of untruthful statements contained in the Order to give statement shall not be considered a violation of this Article.
- 1) The statement may be taken orally or in writing at the discretion of the investigating officer.

Section 5. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information:

- A. **Factual Summary.** A meaningful summary of the factual evidence that forms the basis of the possible disciplinary action shall be contained in this Notice. The summary shall contain sufficient evidentiary information as to time, place, manner, of the factual incident or incidents at issue to give the officer sufficient

opportunity to respond to the factual allegations. In lieu of the factual evidentiary summary, or in addition to such, as the Chief of Police deems appropriate, the pertinent contents of an internal investigative file may be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. If the Chief of Police chooses to share the contents of the investigative file, it shall be provided to the officer or his representative no less than 48 hours in advance of the Due Process hearing.

- B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any.

Section 7. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three (3) days' notice to the police officer. The Due Process hearing shall be scheduled during normal duty hours, unless extenuating circumstances dictate otherwise.

- A. For purposes of this Section only, the 180 days limitation period recognized under Section 143.052, TLGC shall not be counted as part of that limitation period.

Section 8. If the Chief of Police imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply. The Chief of Police's decision shall be based only on the contents of the internal investigative file developed under his direction.

Section 9. The Notice of Disciplinary action shall contain the following information:

- A. The factual basis of the underlying disciplinary action, including date, time, place and incident;
- B. The rules and regulations violations upon which the disciplinary action is based;
- C. The officer's right to appeal and appellate procedures.

Section 10. To appeal from a disciplinary action, the officer need only file a letter with the Civil Service Director within ten (10) business days of receipt of the Notice of Disciplinary Action identifying the disciplinary action from which the appeal is taken. The Notice of Appeal shall further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a third party hearing examiner under Section 143.057, TLGC are being invoked.

Section 11. If the Chief of Police elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, then the subject matter of that particular allegation shall be deemed to have been closed and concluded.

Section 12. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. The Civil Service

Commission or the hearing examiner may give weight to the breach of this Article and provide an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 29. PERSONNEL FILES & DISCIPLINARY RECORDS

Section 1. The maintenance of police officer personnel files shall be governed by the provisions of 143.089, TLGC, except as otherwise provided for in this Article. This includes both the civil service personnel file, maintained under 143.089(a), TLGC (the "a" file), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The CITY shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089(f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a *subpoena duces tecum* for information contained in an employee's personnel file, the Civil Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provisions of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the departmental (g) file, but no further action by the Chief of Police or the CITY is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service;

B. Evidence of suspensions will be purged as follows:

- 1) Suspension of 1 to 15 days after three (3) years of discipline-free service; and,
- 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052(g), TLGC).

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officer's personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (g) file), which remains in the sole custody and control of the Chief of Police.

ARTICLE 30. DRUG TESTING

Section 1. Weslaco Police Officers will be subject to random drug tests at the discretion of City Management.

Section 2. Individual police officers shall be subject to a drug test on a for-cause basis, such as, but not necessarily limited to, an on-duty automobile accident or a shooting incident.

Section 3. Officers testing positive for alcohol while on duty are subject to disciplinary action, including termination.

Section 4. Officers testing positive for any controlled substance are subject to disciplinary action, including termination.

Section 5. Drug tests shall be based on split samples by a certified lab. Any retests shall be at the officer's expense.

Section 6. A police officer who willfully refuses to submit to a drug test will be terminated from employment.

ARTICLE 31. PHYSICAL FITNESS FOR DUTY STANDARDS

Section 1. The CITY and UNION agree that they each have a mutual interest in assuring a set of physical fitness standards that are consistent with the legitimate needs of a law enforcement officer position in the Department.

Section 2. The CITY and the UNION agree that the testing for minimum physical fitness standards compliance is optional and compliance is not required for continued employment with the Department. The physical fitness standards adopted as part of this Labor Agreement shall be officially and formally tested at six (6) month intervals. Dry runs or training tests may be ordered by the Chief of Police at his discretion.

Section 3. Final determination of whether an officer has met the fitness standards shall be determined by a certified fitness instructor who is also a law enforcement officer.

Section 4. Satisfaction of the Fitness Standards at the Incentive level shall qualify for a lump sum payment of \$600.00 per testing cycle, that is, twice per year.

Section 5. Failure to satisfy the Minimum Fitness Standards per testing cycle shall result in ineligibility for promotions or transfers during the applicable six (6) month period. This means, for example:

- A. No eligibility to test for promotions; and
- B. Not eligible for voluntary lateral transfer.

Section 6. Appeal of any disputes over whether a fitness standard has been satisfied, either in whole or in part, shall be limited to an opportunity to re-test within two (2) weeks of the initial test. The determination of the fitness instructor is final, and disputes over this Article are not subject to any grievance or appeal procedure, whether under Chapter 143, TLGC or under the Grievance Article contained herein.

Section 7. Nothing in this Article shall prevent or preclude the Chief of Police or City Management from raising questions about fitness for duty with respect to either physical fitness or psychological fitness for duty before the Civil Service Commission. Failure to meet minimum standards of physical fitness, as defined in this Labor Agreement, may be used by the Department as prima facie evidence that a question of fitness for duty exists as to an officer who fails to maintain minimum standards.

Section 8. In the event that an officer is not able to take the physical fitness test because of an illness or injury, the officer's last test will count toward his eligibility to test for promotion. The Officer will be required to take and pass the physical fitness test, prior to actually being promoted. Failure to pass the test will result in an automatic Passover.

ARTICLE 32. CONTRACT DISPUTE PROCEDURE

Section 1. A contract dispute is a claim by one or more aggrieved officers, with or without a UNION representative, or by the UNION itself, that the interpretation, application, or enforcement of the terms of this Labor Agreement has been violated, which shall be the only subject matter of the grievance procedure. All grievances shall be initiated within forty-five (45)

days after the date on which a grievant knew or should have known that the action giving rise to the subject of the contract dispute occurred.

STEP 1. A formal contract dispute must be initiated by an aggrieved employee(s) and/or the UNION itself and processed through the UNION Grievance Committee. If the contract dispute is by an aggrieved officer(s), it must be reduced to writing on a form similar to the one attached as Exhibit A and submitted through the UNION Grievance Committee. The entire contract dispute and all reasons to writing and present the signed, written, dated contract dispute, along with the provision of the Agreement which the grievant feels has been violated, must be contained in any submission. The UNION Grievance Committee shall consider the matter pursuant to any applicable UNION by laws or internal rules of procedure.

STEP 2. If the UNION, acting through its Grievance Committee, decides to advance the contract dispute, the contract dispute shall be submitted by the UNION President to the Chief of Police with ten (10) business days after it is adopted by the UNION. The Chief of Police may not accept a contract dispute that has not gone through Step 1 of this procedure. The contract dispute must be reduced to writing on a form similar to the one attached as Exhibit B. The contract dispute must be signed, written, and dated, and must contain a description of the factual basis of the contract dispute, along with a description of the provision of the Agreement that the UNION contends has been violated, as well as the remedy sought. The Chief of Police shall render his decision within ten (10) business days on the grievance by communicating his decision, in writing, back to the UNION President.

STEP 3. If the contract dispute has not been satisfactorily resolved in Step 2, then the UNION may, within ten (10) business days of the Chief of Police's written decision, appeal the contract dispute to the City Manager, by submitting a written notice of appeal along with a copy of the Grievance submitted to the Chief of Police. The City Manager may not accept a contract dispute that has not gone through Step 1 of this procedure. The City Manager shall render his decision within ten (10) business days on the grievance by communicating his decision, in writing, back to the UNION President.

STEP 4. If the Grievance is not resolved with the City Manager, then the UNION may seek further review by resorting to arbitration. The UNION shall be given written notice to the City Manager of its intent to arbitrate within five (5) business days after receipt of a final written decision by the City Manager. The parties may agree upon an Arbitrator, but if such agreement is not reached within five (5) business days, then the UNION shall request a list of seven (7) qualified neutrals from the American Arbitrators Association (AAA). The list of neutrals must qualify as members of the National Academy of Arbitrators. Within five (5) business days after receipt of the qualified list, the UNION and the CITY shall alternately strike the names on the list, with the UNION striking first, and the remaining name shall be the Arbitrator. The cost of the Arbitrator, which shall include his fee, travel and lodging, if any, shall be shared by the parties. Any other costs related to this step shall be assumed by the party incurring such costs.

Section 2. The hearing on the contract dispute shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, to modify, the provisions of this Labor Agreement in arriving at a decision on the issue or issues presented; and

shall confine his decision solely to the precise issue or issues submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the contract dispute. The decision of the Arbitrator shall be final and binding upon the grievant and the CITY.

Section 3. The existence of this contract dispute procedure or the submission by an employee of any contract dispute to the contract dispute process outlined in this Labor Agreement shall not be a waiver of, or constitute a bar or limitation to, any legal action or remedy any individual claim employee may have by law outside of the terms of this Labor Agreement.

ARTICLE 33. RULES OF PROCEDURE FOR ARBITRATIONS

Section 1. The Rules of Procedure for arbitrations shall be governed by the procedural rules of the sponsoring arbitration agency, that is, the American Arbitration Association (AAA) and the requirements imposed by the Arbitrator.

Section 2. All other costs associated with a hearing shall be borne and paid by the party incurring those costs.

ARTICLE 34. LABOR AGREEMENT ORIENTATION

Section 1. The purpose of the orientation shall be to assure that each individual member of the bargaining unit has a full and complete understanding of how the Labor Agreement is put into effect between the CITY's management team and the members of the bargaining unit.

Section 2. A two (2) hour session of police officers rights will be part of the standard training of all new employees. This training will include coverage of the current Labor Agreement between the CITY and the UNION. The UNION will be permitted to make a presentation covering police officers rights, the current Labor Agreement, and benefits of joining a UNION.

Section 3. A copy of the following materials shall be made available to each bargaining unit member within a reasonable time after this Labor Agreement is executed and approved.

- A. Labor Agreement;
- B. City of Weslaco Civil Service Rules & Regulations;
- C. The City of Weslaco's Personnel Policies and Procedures Manual; and
- D. Weslaco Police Department General Orders, as they relate to performance and discipline.

ARTICLE 35. LEGAL DEFENSE

Section 1. The CITY hereby acknowledges its statutory obligations to provide a civil legal defense pursuant to the provisions, and under the conditions set forth in Section 180.002, TLGC

or any successor provisions.

Section 2. If during the course of the provision of a civil legal defense, a bargaining unit member in good faith perceives the existence of a conflict of interest, the officer has the right to raise a concern about the existence of a conflict. The CITY, or its representative charged with the provision of a civil legal defense shall evaluate the concern over a conflict in representation.

Section 3. The purpose of this provision is to provide the police officer with a conflict free civil legal defense. The ultimate determination of whether a conflict of defense representation exists or otherwise necessitates appointment of separate defense counsel shall be determined by the City Attorney or the appropriate supervising legal counsel for the carrier representative charged with the provision of a civil legal defense.

ARTICLE 36. DEFINITIONS

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

Add-On Pay - categories of pay other than, and beyond, the base pays set for each classification of police officers provided for in this Labor Agreement.

UNION - the duly recognized bargaining agent for the City of Weslaco law police officers at the time that this Labor Agreement is signed.

Bargaining Agent - duly recognized UNION that serves as the exclusive bargaining agent for the CITY OF WESLACO police officers under TLGC, Chapter 174.

Bargaining Unit - all full time police department employees, except the Chief of Police, and any civilian employees.

Business Days - shall be defined as Monday through Friday during normal business hours of 8:00a.m. to 5:00p.m., excluding holidays.

Calendar Year - a year beginning on January 1 and ending on December 31 of that year.

CBA - a Collective Bargaining Agreement between the CITY and the UNION and, when specified, to this Labor Agreement.

Chapter 143 - the provisions of Chapter 143, Texas Local Government Code (TLGC) in effect at any given time, unless otherwise specified;

Chapter 174 - the provisions of Chapter 174, Texas Local Government Code (TLGC) in effect at any given time, unless otherwise specified.

Civil Service - the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code (TLGC).

Civil Service Commission or CSC - the duly appointed body appointed under the provisions of Chapter 143, Texas Local Government Code (TLGC) for the City of Weslaco.

City - the home rule municipal corporation organized under the laws of the State of Texas known as the CITY OF WESLACO, TEXAS.

City Manager - refers to the Chief Municipal Officer appointed under the City Charter or his or her designee.

City Charter - the CITY OF WESLACO's municipal charter.

Contract Dispute - any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of the Labor Agreement as raised by the contract dispute procedures in this Labor Agreement.

Chief of Police - the City Marshal appointed as the department head for the Police Department, and including their designee.

Department - the department of the CITY OF WESLACO responsible for law enforcement activity for the CITY.

Fiscal Year - a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent calendar year.

CITY - the home rule municipal corporation organized under the laws of the State of Texas known as the CITY OF WESLACO, TEXAS.

Police Department - the department of the CITY OF WESLACO responsible for law enforcement activity for the CITY.

Police Officer(s) - city employees certified or licensed by the State of Texas to serve as full-time law enforcement officials.

Seniority Pay - the component of pay based on years of service as a police officer for the CITY OF WESLACO.

TCOLE - Texas Commission on Law Enforcement, the regulatory agency governing police officers in the State of Texas.

Working Conditions - The conditions in which an individual or staff works, including but not limited to such things as amenities, physical environment, stress and noise levels, degree of safety and danger, and the like.

-END-

EXHIBIT "A"

Grievance No. _____

CITY OF WESLACO, TEXAS

POLICE DEPARTMENT STANDARD CONTRACT DISPUTE FORM

Contract Dispute Submittal

Employee must use this form, or one substantially like it, for filing grievances with the UNION Grievance Committee and subsequent steps of the procedure.

Name Address City/State/Zip Phone

Division Title/Rank Station/Shift Phone

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

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

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

Employee Signature

Date

UNION Representative

Date

EXHIBIT "B"

Grievance No. _____

CITY OF WESLACO, TEXAS

UNION GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

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

Employee must use this form, or one substantially like it, for filing grievances with the UNION Grievance Committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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UNION Grievance Committee Statement

The UNION Grievance Committee met and reviewed the above-referenced contract dispute and reached the following Conclusions(s) on the Subject Contract Dispute.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____

Reject Contract Dispute _____

Grievance Committee Representative

Date

UNION Representative

Date

SIGNATURE & EXECUTION PAGE

**THE FOREGOING INSTRUMENT HAS BEEN DULY AND PROPERLY
REVIEWED AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

WESLACO MUNICIPAL POLICE UNION ("WMPU")

(Approved by Membership Vote taken on _____, 2017)

By: _____ Federico Salazar,

President WMPU



Dated: 9/12/19

By: _____ Eric Hernandez
Vice-President, WMPU

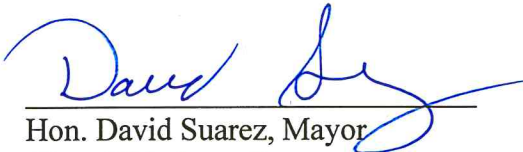


Dated: 9-12-19

THE CITY OF WESLACO, TEXAS

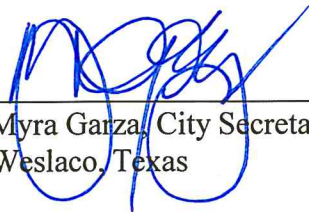
(Approved by Majority Membership Vote taken on _____, 2017)

By: _____
Hon. David Suarez, Mayor
City of Weslaco, Texas



Dated: 9-12-19

By: _____
Myra Garza, City Secretary City of
Weslaco, Texas



Dated: 9-12-19