

**AGREEMENT BETWEEN THE CITY OF LA MARQUE**



**AND THE LA MARQUE POLICE ASSOCIATION**

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## Article 1: Definitions

1. “*Agreement*” means the Collective Bargaining Agreement (“CBA”) negotiated by and between The City Of La Marque (“The City”) and the La Marque Police Association (“Association” or “The Association”).
2. “*Association*” means the La Marque Police Association.
3. “*Base Pay*” means the base hourly rate as established in Article 11, Section I.
4. “*Board of Directors*” (“the Board”) means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
5. “*Chief*” means the Chief of Police of the City of La Marque, Texas.
6. “*City*” means the City of La Marque, Texas.
7. “*City Manager*” means the City Manager of the City of La Marque, Texas.
8. “*Department*” means the Police Department of the City of La Marque, Texas.
9. “*Disciplinary Action*” means suspension of up to fifteen (15) days, indefinite suspension, demotion in rank, and termination.
10. “*Officer*” means any sworn full-time paid Police Officer employed in the Police Department of the City of La Marque with the exception of the Chief of Police, and the one position further identified in Article 3, Recognition—Section I, and Article 29, Promotions—Section III, Exempt Position. Wherever the word “he” is used in this Agreement, the term is intended to cover all officers, male and female officers in this agreement. Further, the words “Officer” and “employee” are interchangeable when referring to sworn employees of the La Marque Police Department.
11. “*Grievance Dispute*” is defined as a disagreement involving interpretation, application, or alleged violations of any provision of this Agreement.
12. “*Immediate Family*” is defined in the articles which reference this term.
13. “*Layoff*” is defined as a termination of employment resulting from a reduction in Department size.
14. “*Promotion*” is defined as advancement from a lower rank to a higher rank within the department.

15. “*Regular Pay*” is defined as the total salary or wages paid to an Officers, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
16. “*Strike*” means failing to report for duty in concerted action with others, wilfully being absent from one's position, stopping work, abstaining from the full, faithful, and proper performance of the duties of employment, or interfering with the operation of a municipality in any manner, to induce, influence, or coerce a change in the conditions, compensation, rights, privileges, or obligations of employment.
17. *Preemption of Chapter 143*: To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 2: Preamble, Purpose of Agreement**

### **Section I**

This agreement is made and entered into by and between the City, a municipal corporation domiciled in the State of Texas, and the La Marque Police Association, in accordance with the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

### **Section II**

The general purpose of this Agreement is to promote the mutual interests of the City and the Association; Provide for equitable and peaceful adjustments of differences that may arise; To establish proper standards of wages, hours, and other conditions of employment, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### **Section III**

The City and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

## **Article 3: Recognition**

### **Section I**

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all paid, full-time sworn Officers except the Chief and one (1) single position, above the rank of lieutenant, directly below the rank of Police Chief, as referred to in Article 29, Classification and Promotions.

### **Section II**

The Association recognizes that those persons duly appointed by the City Council have been authorized as the sole and exclusive negotiators of a contract subject to the approval of the City Council.

## **Article 4: Duration of Agreement**

### **Section I**

This agreement shall be effective as of October 1, 2022 and shall remain in effect and full force through midnight, September 30, 2025. If a new agreement has not been reached by September 30, 2025 then this Agreement shall automatically be extended until a new agreement is executed, but in no event shall this Agreement extend beyond midnight, March 31, 2026. The parties acknowledge the wages set out in Article 11 shall be retroactive to October 1, 2022, with any pay being due to the members of the Association paid within thirty (30) calendar days.

### **Section II**

Whenever wages, rates of pay, or any other matters requiring appropriation of the monies by the City are included as a matter of collective bargaining. It shall be the obligation of the Association to serve written notice of request for collective bargaining on the City at least one hundred and twenty (120) days prior to the expiration of this Agreement.

### **Section III**

The City and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, 174.105.

## **Article 5: Maintenance of Standards**

### **Section I**

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement.

### **Section II**

Privileges may be granted or revoked at the sole direction of Management. Revocation may occur at any time that Management determines that the normal operations of the Department are adversely affected by the privilege.

For purposes of this Article, "Privileges" are defined as any on-the-job special consideration enabled by Management to an Officer or Officers, that is not directly related to the pursuit of the basic police function.

*Preemption of Chapter 143:* To the extent that any provision of this Agreement conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 6: No Strike Clause**

### **Section I**

The Association and Officers shall not: 1) cause, counsel, or permit its members to strike as defined in Article 1, Definition no. 16, slow down, disrupt, impede or otherwise impair the functions of the Department; 2) refuse to cross any picket line by whomever it is established; 3) engage in “blue flu,” “ticket blitzes,” or slowdowns; or 4) refuse to perform other usual and customary duties, including traffic enforcement, where such refusal would interfere with or impede the performance of the Officer. The City shall not lock out any Officers.

### **Section II**

*Preemption of Chapter 143.* To the extent that any provision of this Agreement conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 7: Non-Discrimination**

### **Section I**

The City and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to affiliation or membership or non-membership in the Association. Neither the City nor the Association shall interfere with, restrain, or coerce Officers in the exercise and rights granted in this Agreement.

### **Section II**

Membership in the Association is voluntary. Each Officer has the right to join and maintain membership in the Association, and the Officer likewise has the right to refrain from joining, and the right to withdraw from membership of the Association. Neither the Association nor the City shall exert any pressure against any Officer covered by this Agreement in regard to such matters.

### **Section III**

The City agrees that it will not dominate, interfere, assist in the formation, existence or administration, or contribute financial support to any employee organization that can possibly be



certified under the Texas Local Government Code Chapter 174, as an exclusive bargaining representative. Neither the City nor the Association shall discriminate against any Officer covered by this Agreement in a manner which would violate any applicable laws pertaining to race, creed, color, national origin, age, sex, disability, or veteran's status.

The City agrees that it will not encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment.

#### Section IV

The City agrees that no Officer shall be discharged or otherwise discriminated against due to the filing of an affidavit, petition, or complaint; or the giving of any information or testimony alleging violations of this Agreement; or because the Officer has formed, joined, or chose to be represented by any employee organization.

### **Article 8: Association Activities**

#### Section I

Within five (5) working days of the execution of this Agreement; the Association shall furnish to the Employer a list of those Officers authorized by the Association to administer this Agreement on its behalf. The Association shall notify the City in writing of subsequent changes within five (5) working days.

#### Section II

No more than two (2) of those authorized in Section I shall have the right when off duty to visit the premises of the Police Department for the purpose of administering this Agreement. When on duty, one (1) of those persons authorized in Section I, per shift, shall be granted reasonable time without loss of pay to investigate and settle grievances arising from this Agreement. Such investigations shall be conducted so as not to interfere with the efficient functioning of the department.

#### Section III

The Association's negotiating team, not to exceed three (3) members, shall be permitted, without loss of pay, to attend negotiating sessions with City representatives, when such sessions are scheduled during working hours. Members of the Association's negotiating team shall not be paid to attend negotiating sessions with City representatives when such sessions are scheduled

during non-work time; however, the negotiating team member may elect to be relieved from duty up to four (4) hours early and use his sick leave to rest prior to a bargaining session scheduled during the team member's off-duty time.

#### Section IV

One (1) of the Officers identified in Section I of this Article, may speak at shift roll call meetings to impart information about Association business for a period up to, and not to exceed five (5) minutes. The Officer shall provide at least one (1) days' notice to the shift supervisor that the Officer intends to speak, and as to the subject matter to be discussed. Such appearances may not be made more than once per month, unless the Chief approves more frequent appearances.

### **Article 9: Rights of Management**

#### Section I

Subject to the terms of this Agreement, the Association recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities. The City retains all power and authority which has not been explicitly abridged, delegated, granted, or modified by this Agreement.

#### Section II

Except as may be limited by this Agreement, the City retains all rights in accordance with the Constitution, the laws of the State of Texas, the Charter of the municipality, and the responsibilities and duties contained in the ordinances and regulations promulgated hereunder, including by way of illustration and not limited to the following rights:

- A. To determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, except as stated above;
- B. To assign working hours, including overtime;
- C. To direct the members of the Police Department, including the rights to hire, terminate, suspend, discipline, promote, or transfer any Officer;
- D. To allocate and assign work to Officers and with the Department, and to determine the methods, processes, and manner in which Officers will perform work;
- E. To establish and implement work performance measurements and standards for all Officers in the Department;

- F. To utilize civilian personnel in the Department to perform those duties not customarily recognized by the professional police community as requiring licensed Police Officers to perform: by example and not intended to be all inclusive, secretarial duties, clerical duties, dispatch duties, meter enforcement duties, or jailer duties;
- G. To allocate and assign supplies and equipment to Officers;
- H. To determine the specifications and quantity of all supplies, materials and equipment to be acquired by the Police Department.
- I. To be the sole judge of the qualifications and fitness of applicants;
- J. To schedule Departmental operations, and consistent with applicable state statutes and the Fair Labor Standards Act, to determine the number of, and duration of hours of assigned duty per week;
- K. To establish and enforce Departmental rules, regulations, and orders;
- L. To introduce new, improved or different methods and techniques of operations of the Department, or change existing methods or techniques;
- M. To determine the amount of supervision necessary;
- N. To take whatever actions may be deemed reasonably necessary to carry out the mission of the Department in situations of emergency; and
- O. To control the Departmental budget.

### Section III

It is agreed that the management rights as set forth in this Article shall not be exercised in an arbitrary, capricious, or discriminatory manner.

### Section IV

If in the sole discretion of the City Council or City Manager, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, hurricanes, floods, or other similar catastrophes, the provisions of the Agreement may be suspended by the Mayor or the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor or City Manager shall follow-up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Association.

## **Article 10: Payroll Deduction of Dues**

### **Section I**

The City agrees to deduct, once each month, dues in an amount authorized by the employee, from the pay of Officers who individually request, in writing, that such deduction be made. Such dues payment shall be made to the Association.

The authorization shall provide that the deduction shall remain in full force and effect until terminated, in writing, by the Officer. The authorization form shall also authorize the City, without further authorization from the Officer, to change the amount of the deduction for Association dues to the amount specified in a written notice of Association dues change provided to the City by the Association. The City shall begin making deductions in that amount within thirty (30) days of receipt of written notice. The amount of this deduction shall not be changed more than one (1) time in a twelve (12) month period.

### **Section II**

The deduction authorization is completely voluntary and may be terminated by the Officer in writing at any time. The City shall provide a list of those from whom dues were deducted each month when payment is made to the Association.

### **Section III**

The Association shall indemnify the City, and hold it harmless against all claims, demands, suits, or other forms of liability that may arise out of, or by any reason of any action taken by the City for the purpose of complying with the provisions of this Article.

### **Section IV**

*Preemption of Chapter 143:* To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## Article 11: Salaries

### Section I

#### Base Salaries for October 1, 2022—September 30, 2023

4% Increase of Base Pay Year 1 of Agreement

##### POLICE OFFICER BASE PAY

Step	Status	Hourly Rate	Monthly Rate	Annual Rate
A	First year in rank	\$26.014	\$4,509.01	\$54,108.12
B	After 1 year in rank	\$27.055	\$4,689.46	\$56,273.48
C	After 3 years in rank	\$28.060	\$4,863.77	\$58,365.30
D	After 5 years in rank	\$29.832	\$5,170.95	\$62,051.39
E	After 7 years in rank	\$31.326	\$5,429.81	\$65,157.75
F	After 9 years in rank	\$32.886	\$5,700.21	\$68,402.55
G	After 11 years in rank	\$36.010	\$6,241.73	\$74,900.80
H	After 13 years in rank	\$37.810	\$6,553.77	\$78,645.30
I	After 15 years in rank	\$39.431	\$6,834.63	\$82,015.56

##### CORPORAL

Step	Status	Hourly Rate	Monthly Rate	Annual Rate
A	First 3 years in rank	\$32.997	\$5,719.50	\$68,634.01
B	After 3 years in rank	\$36.132	\$6,262.82	\$75,153.89
C	After 5 years in rank	\$39.565	\$6,857.88	\$82,294.62

##### SERGEANT

Step	Status	Hourly Rate	Monthly Rate	Annual Rate
A	First 3 years in rank	\$40.204	\$6,968.75	\$83,624.99
B	After 3 years in rank	\$42.023	\$7,284.04	\$87,408.42
C	After 5 years in rank	\$44.585	\$7,728.03	\$92,736.38

##### LIEUTENANT

Step	Status	Hourly Rate	Monthly Rate	Annual Rate
A	First 2 years in rank	\$45.365	\$7,863.23	\$94,358.78
B	After 2 years in rank	\$47.173	\$8,176.72	\$98,120.59

#### Base Salaries for October 1, 2023—September 30, 2024

5% Increase to Base Pay Year 2 of the Agreement

### **POLICE OFFICER BASE PAY**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First year in rank	\$27.314	\$4,734.46	\$56,813.53
<b>B</b>	After 1 year in rank	\$28.407	\$4,923.93	\$59,087.16
<b>C</b>	After 3 years in rank	\$29.463	\$5,106.96	\$61,283.56
<b>D</b>	After 5 years in rank	\$31.324	\$5,429.50	\$65,153.96
<b>E</b>	After 7 years in rank	\$32.892	\$5,701.30	\$68,415.63
<b>F</b>	After 9 years in rank	\$34.530	\$5,985.22	\$71,822.67
<b>G</b>	After 11 years in rank	\$37.811	\$6,553.82	\$78,645.84
<b>H</b>	After 13 years in rank	\$39.701	\$6,881.46	\$82,577.56
<b>I</b>	After 15 years in rank	\$41.402	\$7,176.36	\$86,116.34

### **CORPORAL**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 3 years in rank	\$34.647	\$6,005.48	\$72,065.71
<b>B</b>	After 3 years in rank	\$37.938	\$6,575.97	\$78,911.59
<b>C</b>	After 5 years in rank	\$41.543	\$7,200.78	\$86,409.35

### **SERGEANT**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 3 years in rank	\$42.215	\$7,317.19	\$87,806.23
<b>B</b>	After 3 years in rank	\$44.124	\$7,648.24	\$91,778.84
<b>C</b>	After 5 years in rank	\$46.814	\$7,114.43	\$97,373.20

### **LIEUTENANT**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 2 years in rank	\$47.633	\$8,256.39	\$99,076.72
<b>B</b>	After 2 years in rank	\$49.532	\$8,585.55	\$103,026.62

**Base Salaries for October 1, 2024—September 30, 2025**

6% Increase to Base Pay Year 3 of the Agreement

### **POLICE OFFICER BASE PAY**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First year in rank	\$28.953	\$5,018.53	\$60,222.34
<b>B</b>	After 1 year in rank	\$30.112	\$5,219.37	\$62,632.39
<b>C</b>	After 3 years in rank	\$31.231	\$5,413.38	\$64,960.58
<b>D</b>	After 5 years in rank	\$33.203	\$5,755.27	\$69,063.20
<b>E</b>	After 7 years in rank	\$34.866	\$6,043.38	\$72,520.57
<b>F</b>	After 9 years in rank	\$36.602	\$6,344.34	\$76,132.04
<b>G</b>	After 11 years in rank	\$40.079	\$6,947.05	\$83,364.59
<b>H</b>	After 13 years in rank	\$42.083	\$7,294.35	\$87,532.22
<b>I</b>	After 15 years in rank	\$43.886	\$7,606.94	\$91,283.32

### **CORPORAL**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 3 years in rank	\$36.726	\$6,365.80	\$76,389.65
<b>B</b>	After 3 years in rank	\$40.215	\$6,970.52	\$83,646.28
<b>C</b>	After 5 years in rank	\$44.036	\$7,632.83	\$91,593.91

### **SERGEANT**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 3 years in rank	\$44.747	\$7,756.22	\$93,074.61
<b>B</b>	After 3 years in rank	\$46.772	\$8,107.13	\$97,285.57
<b>C</b>	After 5 years in rank	\$49.623	\$8,601.30	\$103,215.60

### **LIEUTENANT**

<b>Step</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>A</b>	First 2 years in rank	\$50.491	\$8,751.78	\$105,021.33
<b>B</b>	After 2 years in rank	\$52.504	\$9,100.68	\$109,208.22

Any Officer covered under this Agreement who is promoted to the next rank higher shall suffer no loss of pay and shall be placed in the promotional pay step at the base promotional step, provided however, if the base promotional pay step is not equivalent to a five (5) percent increase in salary, the Officer will begin at next higher promotional salary step which will be equivalent to

the Officer receiving a minimum five (5) percent salary increase for the promotion. Promoted Officers will then progress to the next respective Pay Step based on their time in the promoted grade as it relates to the actual Pay Step the Officer was promoted into.

In order for a probationary Officer to be eligible for a step increase the Officer must have actually worked twelve (12) months in the preceding step. Any probationary Officer who is off work with or without pay for a period of more than two (2) weeks shall have his step raise delayed until he has worked for twelve (12) actual months at the prior step.

## Section II

*Lateral Transfer Program ("LTP").* An Officer hired under the LTP with three (3) years of experience as a Texas Peace Officer will be credited with three (3) years of Service Credit, for pay purposes only, and will receive a starting pay equal to "Step C" of a "Police Officer's Base Pay." Thereafter, the LTP-hired Officer will progress to each respective Pay Step as though they were in grade for three (3) years plus the additional years required to progress to the next Pay step.

An Officer hired under the LTP with five (5) to nine (9) years of experience as a Texas Peace Officer will be credited with five (5) years of Service Credit, for pay purposes only, and will receive a starting pay equal to "Step D" of a "Police Officer's Base Pay." Thereafter, the LTP-hired Officer will progress to each respective Pay Step as though they were in grade for nine (9) years plus the additional years required to progress to the next Pay step.

An Officer hired under the LTP with more than nine (9) years of experience as a Texas Peace Officer will be credited with nine (9) years of Service Credit, for pay purposes only, and will receive a starting pay equal to "Step F" of a "Police Officer's Base Salary." Thereafter, the LTP-hired Officer will progress to each respective Pay Step as though they were in grade for nine (9) years plus the additional years required to progress to the next Pay step.

LTP Officers will accrue all other benefits (all other benefits minus pay/wages/salary described in Sections I and II above) based on their original hire date by the City.



### Section III

*Certification Pay.* Officers who acquire Certificates issued by the Texas Commission on Law Enforcement (TCOLE) shall be paid the additional amount for the one highest Certificate as specified below:

<b>Intermediate Certification:</b>	<b>\$75.00/month</b>
<b>Advanced Certification:</b>	<b>\$150.00/month</b>
<b>Master Certification:</b>	<b>\$200.00/month</b>

### Section IV

*Education Pay.* Officers who obtain a degree classified as below will be paid (in addition to Certification Pay) for having obtained the degree. If an Officer has obtained more than one degree in the same classifications, or degrees from multiple classifications, the Officer shall **only** be paid one degree, of their highest obtained degree.

<b>Associate's degree</b>	<b>\$55.00/month</b>
<b>Bachelor's degree</b>	<b>\$110.00/month</b>
<b>Master's degree (or higher)</b>	<b>\$135.00/month</b>

### Section V

*Residency Pay.* In addition to base wages/salary, any present or future employee who resides within the City of La Marque shall be entitled to receive an incentive pay of \$250.00 per month during such residency. In the event such residency ceases it shall be the responsibility of the Officer to furnish thirty (30) days' written notice to the Chief, that the Officer's residence shall no longer be in the City of La Marque. The residency incentive shall be discontinued as of the date the employee is no longer a resident of the City of La Marque.

## Section VI

*Shift Differential Pay.* Officers who work the midnight shift, 6:00 PM—6:00 AM, shall receive shift differential pay of fifty-five (\$0.55) cents per hour. Shift differential pay shall be in addition to all other pay.

Shift differential pay is to be paid only for actual hours in which the Officer is physically present on the job and shall not apply to any paid leave time.

Shift differential pay shall not apply to call-back. Call-back pay shall be paid pursuant to the call-back provisions in this Agreement.

Whenever an Officer's work is extended beyond the hours of the shift to which the Officer is assigned, the Officer shall be paid for time worked into the next shift at the shift differential rate that applies to the hours of the day that are worked.

## Section VII

*Longevity Pay.* The City shall provide pay to the Officer at a rate of six (\$6.00) dollars per month for each year of service completed with the City. The payment shall be paid by the City in the same manner as it is paid to all other City employees except in the instance when the Officer terminates employment. That final payment shall be made for the amount of longevity earned based on the number of months completed for which the Officer has not been compensated.

## Section VIII

*Assignments Pay.* An officer who is assigned to perform duties in the below listed police department assignments or who are assigned extra duties in addition to their normal assignment will be paid "Assignments Pay" at a rate proscribed and incorporated below:

<b>Assignment</b>	<b>Monthly Pay</b>
<b>Investigator Pay</b>	<b>\$200.00/month</b>
<b>Special Response Team</b>	<b>\$200.00/month</b>
<b>Community Oriented Policing</b>	<b>\$300.00/month</b>

## Section IX

*Field Training Officer Pay.* An Officer with at least one year and who has obtained the rank of Patrol Officer in the Department shall be selected as a “Field Training Officer” for each patrol shift by the Chief, after receiving recommendation from a board consisting of all patrol supervisors. Those selected and not previously certified, shall be scheduled for TCOLE certified FTO training. After successful completion of training, the Officer shall serve for one (1) year and shall receive two dollars and fifty (\$2.50) cents per hour, in addition to the base rate, for all time spent functioning as a Field Training Officer. Each Officer selected will not be eligible to act as a Field Training Officer unless the Officer has been through a certification course approved by TCOLE.

## Section X

*Temporary Duty in a Higher Classification.* The Chief may designate an Officer from the next lower rank to temporarily fill a position in a higher classification. If such assignment is for a full shift (eight hours or more) the Officer shall receive one (\$1.00) dollar per hour in addition to the base rate, or the next higher classification pay, whichever is lowest. Such temporary assignments shall not exceed thirty (30) consecutive days.

## Section XI

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 of any other statute, executive order, local ordinance, or rule, this agreement shall supersede such provisions.

# **Article 12: Compensatory Time/Overtime**

## Section I

All hours worked outside an Officer’s regular full-time schedule shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer’s regular rate of pay, either in salary or in compensatory time. Each Officer may elect which method of compensation is preferred for each instance of overtime worked. Officers cannot earn overtime and burn compensatory time in the same twenty-four (24) hour period.

## Section II

An Officer may elect to receive compensatory time in lieu of overtime pay to an accumulated maximum of one-hundred and eighty (180) hours. If at any time the Officer’s accumulated

compensatory time balance exceeds one-hundred and eighty (180) hours, the Officer agrees to utilize any earned compensatory time within forty-five (45) days until the balance of accumulated compensatory time is less than one-hundred and twenty (120) hours. If at any time the Officer's accumulated compensatory time balance is over one-hundred and eighty (180) hours, the Officer must be paid for overtime worked. The Chief may request those wishing to receive compensatory time or paid overtime, depending on the need of the specific program or project, to have first choice in working overtime.

### Section III

The cap of one-hundred and eighty (180) hours specified in Section II above may be exceeded upon approval of the Chief whenever a special program is being utilized where overtime pay is not provided.

### Section IV

An Officer shall be entitled to pay for all unused, accrued compensatory time upon termination of employment as an Officer of the City.

### Section V

Whenever overtime work is required, and it extends beyond the assigned shift of those Officers already on duty, such Officers shall be given first opportunity to volunteer to work overtime. If additional personnel for overtime are needed, or in the case of a lack of volunteers from the preceding shift, volunteers from the shift following the lacking shift will be given the opportunity. Otherwise, Officers will be subject to a call, but may decline to volunteer.

Overtime assignments shall be made by the Chief or his/her designee. After the above fails then, when possible, overtime work will first be filled by volunteers. Such volunteers shall be selected by rotation on a list compiled alphabetically.

Each Officer who works or turns down voluntary overtime or has signed up not to be called shall have their name placed at the bottom of the list. The management representative will make a reasonable effort to contact each person whose name is next on the list in each instance.

If an Officer cannot be contacted, the Officer's name shall be placed at the bottom of the list. If no volunteer accepts the assignment, the management representative may designate a person to work the overtime assignment.

In no instance will an Officer be allowed to work more than sixteen (16) continuous hours, unless it is an emergency declared by Management. When possible, overtime shall be limited to

twelve (12) continuous hours so long as it does not require non-voluntary overtime. Management will take into consideration any extra activity and amount of rest an Officer has had in the past twenty-four (24) hours before making that assignment.

#### Section VI

*Declared Emergency Closing.* If the City Manager or Mayor and City Council declares a state of emergency and normal City operations are suspended which includes closing facilities of the City, then all Officers required to work during the closure shall be compensated on the basis of time and one -half of the Officer's regular pay rate for all hours worked during the City's declared state of emergency closure. The time period covered by this section shall be time from when the City Manager or Mayor and City Council closes City Hall and sends non-essential personnel home through when the City Manager or Mayor and City Council declares the emergency terminated, or is safe for all employees to return to work.

#### Section VII

*Preemption to Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### **Article 13: Shift Change**

#### Section I

*Change for Entire Shift.* Whenever the City implements a revised work schedule affecting all Officers in the Department, or in a division of the Department, notice of such change shall be posted on the Departmental bulletin board at least forty-five (45) calendar days in advance of the implementation date.

#### Section II

*Change for Individual Officers:* Whenever assigned days off or hours of work for less than an entire unit are rescheduled, the affected Officer(s) shall be notified at least seven (7) calendar days in advance of the change. Prior notice shall not be required in emergency situations or in cases where such notice would unduly disrupt the operations of the Department. An "emergency" in this Article is defined as a time when there are not enough Officers to adequately staff the shift. It is not a violation of the seven (7) day rule if the change is by mutual agreement.

### Section III

It is agreed that required attendance in training classes, out-of-town trips to transport vehicles, or any other assignment which can be reasonably scheduled in advance do not constitute an emergency nor shall they be deemed unduly disruptive of Departmental operations for the purposes of this Section.

### Section IV

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 14:Call-Back/Standby**

### Section I

Officers who are called back to scheduled-duty from off-duty shall be compensated for a minimum of two (2) hours pay at a straight time rate. Officers who are called back to unscheduled-duty from off-duty shall be compensated for a minimum of three (3) hours pay at a straight time rate, except those cases where such call-back time exceeds the amount of hours worked in the Officer's regularly scheduled number of hours in a work week, in which case the pay for the time worked in excess of such normal hours shall be paid at time and one-half. Scheduled call-back is defined as 72-hours or more notice. Unscheduled call-back is defined as less than 72 hours' notice. Call-back time includes court appearances.

### Section II

*Standby.* Officers who are required to be on standby during off-duty time in anticipation of any job-related matter, including a court appearance or any other legal hearing or proceeding, shall be compensated for at least one (1) hour at a rate of time and one-half. Whenever any such standby occurs immediately prior to or after the Officer's regular shift, the Officer shall be paid only for the actual time worked. The Officer will be required to provide written documentation for any standby time earned.

Any time spent for the purposes referenced herein within the normal duty time of the Officer shall be paid at straight time.

### Section III

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## Article 15: Seniority

### Section I

*Definition.* Seniority shall be the continued, non-interrupted length of service from the last hiring date by an Officer in the Department. Time spent on military leave of absence in the armed forces of the United States, other authorized leaves, and time lost to duty connected disability shall be included in length of service.

Except as noted in Article 29 Sections IX and X, seniority for the purpose of asserting a Departmental seniority preference shall be determined as follows: 1) the date of commission as a La Marque Police Officer; 2) If the commission dates are the same for two or more Officers, the date the officers were hired by the City of La Marque Police Department; 3) If the hire dates are the same for two or more Officers, the score on the certified written civil service entrance examination (excluding military points). In the case of Lateral Entry Program Officers, seniority for the purpose of asserting a Departmental seniority preference shall be determined as follows: 1) the date of commission as a La Marque Police Officer; 2) If the commission dates are the same for two or more Lateral Entry Officers, the date the department extended a conditional offer of employment will be used.

### Section II

*Applicability to Vacation Assignments.* Seniority, regardless of rank or shift, and the time of earliest notice of intent to take vacation, are the determining factors in the assignment of vacation days. Notice may be given no more than twelve (12) months prior to the beginning of the requested vacation.

### Section III

*Applicability to Layoff/Recall.* Seniority shall be the sole factor in lay off and recall, with layoff being accomplished beginning with the least senior and recall beginning with the most senior.

### Section IV

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.



## **Article 16: Insurance**

### **Section I**

The City agrees to pay one hundred (100%) percent of the Officers' cost for employee only health insurance, based upon the premium cost of the basic health insurance benefit plan offered to all employees but not including any optional employee pay benefit plans offered by the City. The benefit levels and premiums for medical insurance for both Officer and dependent coverage shall be the same as is applied to other non-collective bargaining employees of the City. The City agrees to provide the CLEAT Benefit Plan for Officers and dependents at no cost to the Officer. For all other insurance benefits, Officers shall be treated the same as other non-collective bargaining for City employees.

### **Section II**

For any Officer who selects dependent insurance coverage, the City will contribute fifty (50%) percent of the premium cost for child coverage and/or fifty (50%) percent of the premium cost for family coverage, whichever applies.

The City will contribute one hundred (\$100.00) dollars per month to each Officer under this agreement, not selecting any dependent coverage. The one hundred (\$100.00) dollars will be contributed to a health reimbursement account ("HRA"), restricted to help related expenses (deductibles, co-pays, prescriptions, etc.).

## **Article 17: Vacations**

### **Section I**

The City shall provide each Officer with vacation time based on the following schedule:

Years of Service	Vacation Time
1—5 years	80 hours
6—10 years	120 hours
11—20 years	160 hours
21 years or more	200 hours

Accrual of vacation time shall be monthly, and shall commence upon the date of employment, however, vacation time shall not be taken until the appropriate anniversary date has passed.

### **Section II**

With the written approval of the City Manager, vacation may be carried forward for a period not to exceed one (1) additional year of employment. At the time of approval of this contract, any Officer who has unused vacation time from prior years that was carried forward with proper approval shall retain all such vacation.

At the discretion of the City, the City may pay an Officer covered by this Agreement for accrued vacation time more than 125% of the Officer's annual accrual.

### **Section III**

Department seniority, and the time of earliest notice of intent to take vacation, shall determine the preference to be given in the scheduling of vacations. Scheduling of vacations shall always be subject to departmental staffing requirements as determined by the Chief.

### **Section VI**

Upon separation from the City's employment, other than for a disciplinary termination which is upheld or for resignation while under investigation, an Officer shall be paid for unused vacation time which has been accrued to the date of termination.

## Section V

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## Article 18: Holidays

### Section I

The following listing identifies the thirteen (13) holidays provided under this Agreement, upon which observance is designated:

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#### ***Holiday Calendar***

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**New Year's Day**

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**Martin Luther King Day**

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**Good Friday**

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**Memorial Day**

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**Juneteenth**

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**Independence Day**

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**Labor Day**

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**Veteran's Day**

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**Thanksgiving Day**

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**Day after Thanksgiving**

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**Christmas Eve**

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**Christmas Day**

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**\*Floating Holiday**

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\* The Floating Holiday may be taken at any time during the calendar year upon approval of the Chief.

## Section II

For the purposes of this Article, the holiday shall consist of a twenty-four (24) hour time span beginning at 12:00 AM, and ending at 11:59 PM, on the designated date. Only shifts beginning during the 24 hour period shall be considered as holiday work.

## Section III

Officers assigned to work within the designated hours on a holiday shall have the option of either accumulating eight (8) hours compensatory time or receive eight (8) hours of pay for time worked. The rate of pay or compensatory time, for holiday work shall be time and one-half. If the Officer chooses to be paid, the pay shall be reflected within the Officer's next regular payroll check that is applicable to the time period within which the work was performed. If the Officer chooses to accumulate compensatory time, such time is to be taken (or compensated) in accordance with the provisions of Article 12, Compensatory Time/Overtime of this Agreement.

## **Article 19: Sick and Injury Leave**

Sick and injury leave issues shall be handled in accordance with Chapter 143 of the Texas Local Government Code, except as set out below.

### Section I

On-duty injury benefits shall be provided pursuant to Chapter 143 of the Texas Local Government Code. If the Officer's worker's compensation claim is rejected on final appeal under the law, the Officer shall be limited to the use of accumulated leave only, and shall not be eligible for injury leave pay. The City may retroactively change an Officer's use of injury leave to sick leave, where the on-the-job injury claim is rejected on final appeal. If the officer does not have enough sick leave or vacation accumulated to substitute for the injury leave, the City may reduce future accruals of sick and vacation leave at a rate not to exceed fifty (50%) percent to make up the difference.

## Section II

Sick leave shall accrue from the date of employment; however, sick leave shall not be used until after completion of six (6) months of employment with the City.

## Section III

Officers who leave employment with the City for any reason other than “just cause” termination or resignation while under investigation shall be paid for up to seven hundred and twenty (720) hours of accrued, unused sick leave at the time of separation.

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## Section IV

The Chief may authorize the use of accrued sick leave in cases of serious illness or injury of an Officer’s spouse, child, or parent, which necessitates the Officer’s personal care or attention.

## Section V

The purpose of sick leave is to avert loss of earnings in the event of bona fide illness. While sick leave is an earned benefit, it is the responsibility of each Officer not to misuse or abuse this benefit. It is likewise the responsibility of the City to take appropriate steps or action against Officers who abuse this benefit.

## Section VI

The City shall create and maintain a sick leave pool for the full-time sworn Peace Officers covered under this collective bargaining agreement. The management of the sick leave pool shall be administered by the City to ensure accurate record of sick leave donations and balances of banked sick leave time.

The City administration, the Chief of Police, and the Association shall each designate a representative to act as a board member for the distribution and oversight of the sick leave pool. The three board members shall be the sole decision makers for requests made to use sick leave from the sick leave pool and their decision shall not be appealable through the grievance process of this collective bargaining agreement or City policy. The Board members shall meet as soon as possible upon receiving a written request to utilize sick leave pool banked time. The Board shall determine each request based upon need, history of sick leave usage of the requesting Officer and other circumstances as determined by the Board. The Board members shall determine the amount

of banked sick leave that may be offered to the requesting officer and may grant sick leave on an as-needed basis. If an Officer returns to duty, all unused sick leave pool hours will be returned to the sick leave pool.

Full-time City Officers become eligible to request sick leave from the sick leave pool if the Officer has used all of their available sick leave, vacation time and compensatory time while recovering from an injury or illness not covered by an on-the-job injury or under a worker's compensation claim. The Officer shall make a written request for usage of sick leave bank hours to the Human Resources Coordinator and such request shall specify the hours requested but is not obligated to provide details regarding their illness or injury or medical care information.

Full-time City Officers may donate sick leave from their personal sick leave accounts to the City sick leave pool by providing to the Human Resources Coordinator a memo of the intent to donate and the specific hours that they desire to donate. Officers who have less than one hundred fifty (150) hours of sick leave shall not be eligible to donate sick leave hours to the City sick leave pool. Personal sick leave donated to the City sick leave pool will not be refunded or returned to the Officer who voluntarily donated such time to the sick leave pool and shall not be eligible for payment of such hours upon separation from employment with the City.

## **Article 20: Family and Medical Leave Act (FMLA)**

### **Section I**

Officers shall be entitled to the benefits described below provided under the Family and Medical Leave Act of 1993.

- A. An Officer who has at least twelve (12) months of service with the City, and who has worked one-thousand two-hundred and fifty (1,250) hours within the last twelve (12) months, shall be entitled to unpaid leave during any twelve (12) month period for:
1. The birth of a child;
  2. The adoption or undertaking of foster care of a child;
  3. The care of a spouse, son, or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition." The term "serious health condition" includes an illness, injury, impairment, or physical or mental

condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.

4. A serious health condition of the Officer that renders the Officer unable to perform the functions of the job. The Officer shall be required to use any accrued and used sick leave in this case as a part of the leave.
- B. Officers requesting predictable leaves (adoptions, birth, scheduled medical treatment) must give at least thirty (30) days advance notice. The City may put an Officer on FMLA leave, even if not requested by the Officer, where the Officer's condition or the condition of his family member qualifies as a "serious health condition." The City will notify the Officer when the Officer has been placed on FMLA leave.
- C. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the City's choice at the expense of the City.
- D. Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Officer or his physician stating that the Officer is able to resume the performance of the Officer's usual and customary job duties.
- E. Officers shall not accrue seniority or any other benefit while on this leave.
- F. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Officer's leave as a part of the leave.
- G. The Officer shall be required to take any accrued vacation or sick leave as a part of the leave.
- H. The City shall require the Officer to report periodically on the Officer's status and intention to return to work.
- I. The aggregate number of weeks shall be limited to twelve (12) weeks when both spouses are employed by the City.
- J. An employee who is the spouse, child, parent, or next of kin of a covered service member may be granted up to twenty-six (26) weeks of leave in a "single twelve (12) month period to care for a service member who has a serious injury or illness incurred while on active duty. The City requires certification of the family member's serious

injury or illness, both before the leave begins and on a periodic basis thereafter, by the family member's health care provider.

### **Article 21: Death In Family Leave**

Officers shall be granted up to a maximum of 36 hours off, with regular pay, due to a death in the immediate family. For purposes of this section, "Immediate Family" shall mean the Officer's spouse, child, parent, spouse of a parent, sibling, spouse of a child, parent of spouse, grandchild, grandparent, spouse of sibling, or any relative who is a member of the immediate household.

### **Article 22: Jury Duty**

When an Officer is called to jury duty, the Officer shall be compensated at the Officer's normal rate of pay (excluding overtime) regardless of money received for jury service. In order to receive such pay and benefits, the Officer must present his/her official notification of jury service to his/her immediate supervisor.

### **Article 23: Military Leave**

#### **Section I**

*Military Leave.* An Officer who leaves his/her position for the purpose of entering the Armed Forces of the United States, or enters state service as a member of the Texas National Guard or Texas State Guard, or as a member of any of the reserve components of the Armed Forces of the United States shall, if discharged, separated or released from such active military service under honorable conditions, be restored to employment in the same position held at the time of induction, enlistment or orders to active Federal or State military duty or service, or to a position of like seniority, status and pay, if still physically and mentally qualified to perform the duties of such position.

The officer shall make written application for employment within ninety (90) days after discharge or release.



## Section II

*Annual Military Training.* An Officer shall be entitled to leave of absence without loss of time or efficiency rating or vacation time or salary on all days during which he or she shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed fifteen (15) days in one calendar year.

## Section III

Any Officer ordered to military leave, annual duty training or emergency call-up shall request such leave in advance and shall provide the City with a copy of the official orders.

## Section IV

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

# Article 24: Retirement Plan

Officers in the Police Department shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, to the same extent and with the same City and Officer contributions as other City employees which shall be set at 7%: 2-to-1 match. Effective January 1, 2016 the City shall adopt the 7% 2-to-1 match.

# Article 25: Safety and Equipment

## Section I

*General.* Within the City's available revenues, and balanced against the other demands upon such revenues, the City is committed to place a high priority on the acquisition and maintenance of such equipment. The safety of Officers and the public shall be the foremost consideration in the City's equipment maintenance program. Whenever an Officer determines the vehicle that has been designated for him/her to drive is not safe for operation, the Officer shall immediately notify his/her supervisor who shall provide an alternative vehicle. The vehicle shall then be examined and restored to safe condition. At the first opportunity thereafter, the Officer shall execute a report wherein the unsafe condition is described. Prior to returning the vehicle to service, a copy

of a mechanic's work order addressing each unsafe condition note in the Officer's report shall be forwarded to the Sergeant's office.

## Section II

*Vehicles, Communications Equipment and Uniforms.* Vehicles may be assigned on a take-home basis by the Chief or his/her designee whenever the interests of the Department, including assignments to those Officers who are regularly called to perform work outside of their regular work schedules, are best served by such assignments. Clear criteria for take-home car and radio assignments and off duty uniform use shall be developed by the City and posted on the Department's bulletin board.

The City and the Association, recognizing the benefit of uniformed police presence within the City, agree that it is in the best interest of both the City and its Officers, to allow Officers who work extra jobs within the City limits to wear City of La Marque police uniforms. Recognizing that it is also in the interest of the City to create an environment of maximum safety for its Officers, the City further agrees that Officers are authorized to use and monitor City issue police radios while working extra jobs within the City limits.

## Section III

*Bullet-Proof Vests.* The City shall equip each Officer with body armor. Each Officer will be issued body armor upon entry into the La Marque Police Department. Each Officer's issued body armor will be replaced according to the manufacturer's advertised lifespan of the body armor.

## Section IV

*Duty Gear.* Each Officer will be issued one plain leather "duty rig" comprising of duty belt, magazine holder, two handcuff holders, flashlight ring and keepers.

## Section V

*Patrol Car Cages.* All vehicles that are used to transport prisoners will be equipped with cages that provide a proper barrier between the Officer and the prisoner, and that protects the Officer from any bodily fluids that may be expelled at the Officer from the prisoner. The rear vision of the Officer shall not be unreasonably impaired by this equipment.

## Section VI

*Flashlights.* Each Officer shall be issued a rechargeable flashlight and charger.

## Section VII

*Clothing and Equipment Allowance.* Each Officer shall initially receive an issue of three complete sets of uniforms. Included will be three long sleeve and three short sleeve shirts, three pairs of uniform pants, one light uniform jacket, a complete set of rain gear, one badge and one complete Class A dress uniform with all adornments.

Each Officer shall be entitled to have any of the above clothing and equipment replaced as needed for normal wear and tear, except that if lost or destroyed as a result of negligence or failure to follow written rules or procedures, the Officer may be required to replace such items.

Each Officer shall receive eighty-five (\$85.00) monthly for uniform maintenance and cleaning, purchase of ammunition, and for maintenance of the service weapon.

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

#### Section VIII

*Headgear.* Headgear worn while performing patrol functions will be at the discretion of each Officer. However, any headgear items to be worn on patrol will be uniform and must be approved by the Chief of Police.

#### Section IX

*Footwear.* Uniformed Officers shall wear black military style lace-up dress shoes or black “Wellington” style boots while in uniform. Boots must have rubber grippers on the soles. Unless inappropriate due to specific duty assignment, Officers shall report for duty with clean and shined footwear.

#### Section X

*Duty Weapons.* The Chief shall determine the specifications for all on-duty firearms, and the weapon carried by each Officer must fully conform to such specifications.

The City shall purchase an approved firearm for each new Officer, upon the Officer’s request, who does not have an approved weapon upon employment.

For Officers who have a minimum of two (2) years of service with the Department, the City may at its discretion purchase a firearm approved by the Chief for on-duty use. The amount paid by the City toward the purchase of a firearm shall not exceed five hundred (\$500.00) dollars. Only one such purchase shall be allowed per Officer within a three (3) year period.

In either case, the requesting Officer shall provide the Chief with an executed Payroll Deduction Authorization form provided by the City prior to the purchase, and the City shall be fully reimbursed, through payroll deduction by the Officer.

If an Officer separates from the City's employment before the City has been fully reimbursed, the amount still owed shall be deducted from any monies owed to the terminating Officer by the City. In the event that a terminating Officer's final pay is insufficient to enable the City to recover the remaining amount due, the Officer shall either pay the City the entire balance owed or shall turn in the firearm to the Chief of Police. Payroll deduction shall begin with the first appropriate pay period after the Officer has received the firearm, and the City shall be reimbursed for the entire amount within ten (10) months from the date of purchase.

#### Section XI

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### **Article 26: Training**

The City shall provide the number of training hours required by the Texas Commission on Law Enforcement ("TCOLE"). The cost of such training shall be paid by the City, and the Officers shall not suffer loss of pay while in attendance at such training.

All training shall be scheduled, and the affected Officer notified of the training date and time at least seven (7) calendar days prior to the scheduled date for such training.

The City shall provide firearms qualification as may be required by TCOLE or by the Department. Each Officer shall qualify with each weapon that the Officer is authorized by the Chief to use for departmental duty or is required by the Chief to carry while off-duty. Ammunition shall be furnished by the City for the first two (2) attempts only, and reasonable on-duty time for such qualification at a prescribed course shall be authorized by the Chief. Failure to meet TCOLE requirements for weapons qualifications may be cause of discipline at the Chief's discretion.

The Police Department's Physical Fitness Program which has been developed and is administered by the Department's Health and Safety Committee, may be modified from time to time with the concurrence of the Association through a signed Memorandum of Understanding between the Chief and the Association if approved by La Marque City Council, the Chief, and the

Association, the Health and Safety Committee may determine what four fitness exercise components will be used to promote fitness. A graduated incentive will be paid based on successful completion of each of the four selected exercise components based on the monetary incentive amounts incorporated below. The current program provides for a quarterly testing procedure and the City will pay all certified Police personnel that pass the exercise components, a benefit up to five hundred (\$500.00) dollars per each quarter with a passing score for a maximum benefit for each Officer of two thousand (\$2000.00) dollars per year. All payments earned in the calendar year for passage of the physical fitness testing will be paid to Officers on or about December 15 of the calendar year in which the benefit is earned, or upon the termination of their employment with the City. The program is subject to reevaluation on an annual basis and may be revised in whole or in part at that time, provided that the La Marque City Council, Chief of Police, and the Association agree with the revisions or new provisions.

### **Article 27: Off-Duty Employment**

Officers shall be permitted to work off-duty employment consistent with guidelines established by the Department. Each Officer shall be provided with a copy of the guidelines. Permission to work such jobs shall not be unreasonably withheld, and no Officer shall be required to perform off-duty employment. All work that is assigned by the Department shall not be considered as off-duty employment.

### **Article 28: Physical and Mental Standards**

Any question regarding physical or mental fitness of an Officer shall be resolved under Chapter 143.

### **Article 29: Classification and Promotions**

#### **Section I**

The Police Department shall consist of Officers, Corporals, Sergeants, and Lieutenants and any additional classifications as may be adopted by the City Council. These classifications shall be civil service ranks and shall be governed by Chapter 143 of the Local Government Code and the Local Civil Service Commission rules and regulations as set forth for each of the existing ranks, to include promotion exams. All promotions, except for a single position immediately below the

rank of Chief of Police and above the rank of Lieutenant, shall be filled in accordance with Chapter 143 of the Local Government Code and this Article 29. Should the City Council adopt additional classifications by any other name below the rank of Chief and above the rank of Lieutenant, the Chief may only appoint one single position directly below the rank of Chief.

*Exempt Position.* Upon execution of the Release of Liability Agreement, a copy of which is Attachment two (2) of this Agreement, the Chief may appoint from within the bargaining unit, at his sole discretion one (1) position below the rank of Chief. The person so appointed shall serve at the pleasure of the Chief of Police and may be demoted to his previously held rank without cause. No Officer shall be coerced, threatened or otherwise intimidated in an effort to cause him/her to accept the position. The City shall authorize additional staffing positions to avoid such “bumping”; however the City may reduce the extra position later by attrition to the previous authorized number of positions.

The City agrees that it shall require the execution of the Release of Liability Agreement prior to such appointment and shall immediately provide the original document to the Association President.

## Section II

The entry-level hiring procedures listed in the La Marque Police Officers' Civil Service Rules and Regulations (“Local Rules”) will be used for hiring entry-level police officers when not in conflict with this Article. The entry-level hiring Minimum Standards listed in the La Marque Police Department General Orders will be used for hiring entry-level police officers when not in conflict with this Article or the Texas Local Government Code.

## Section III

Subject to City Council review, approval, and oversight authority, the Civil Service Commission (“Commission”) or the Civil Service Director acting as the Commission’s designee shall maintain authority and jurisdiction over the entry-level hiring process as described in this Article, including issues related to the enforcement, interpretation, or revision of the entry-level recruitment and hiring process described in this Article. The Commission shall approve any changes to the classification structure and entry-level hiring procedures in the Local Rules. During this Agreement, the City will first discuss with the Association any changes to be recommended to the Commission relating to entry-level hiring procedures in the Local Rules. For the limited purpose of interpreting this Article, the provisions of Section 143.021 (a) and

(b) of the TLGC will apply to the extent such provisions are not modified or superseded by the provisions of this Agreement.

#### Section IV

All entry-level candidates (Candidates) for police officer and lateral law enforcement officers hired under the modified hiring process shall be required to pass the identical steps in the hiring process, unless otherwise stated in this Agreement, including but not limited to the City authorized medical examination (the “physical examination” referenced in TLGC 143.022), drug screening, physical fitness evaluation should the City decide to institute one, and psychological examination, to be considered for employment as a police officer. Any candidate who fails to pass the medical examination or psychological examination may appeal that result by following the procedures described in TLGC 143.022 and the Local Rules.

#### Section V

Eligibility to become a police officer will be determined by a candidate’s ability to meet the minimum standards established in the La Marque Police Department General Orders. Candidates must meet all minimum standards and requirements to be eligible for future licensing by the Texas Commission on Law Enforcement. A candidate must be 21 years of age and cannot yet be 45 years of age on the date of the entry-level test required of that candidate.

#### Section VI

The selection of a candidate to be a police officer shall be based primarily upon the candidate’s suitability to serve as a police officer, as determined by the Chief or the Chief’s designee, who shall be above the rank of lieutenant, in his sole discretion. All testing and selection procedures shall be designed and intended to identify the most suitable candidates for selection from those who apply and to exclude those candidates who are deemed not likely to possess the characteristics and abilities to be successful in the performance of police work. All candidates that are not hired under the Modified Hiring Process for Reappointed City of La Marque Officers as described in Section 9 and Lateral Entry Officers as described in Section 10 of this Article shall be required to pass an entry-level test intended and designed to measure the candidate’s suitability and ability to perform police work. A passing score will be established, based on the psychometric

characteristics of the test as recommended by the test publisher. A candidate may be tested only once for a specific eligibility list. Candidates may be tested at different times and in different locations as long as adequate test security and test monitoring is used to ensure the safety and fairness of the test. Examinations for beginning positions in the police department do not have to be held within the municipality. The same test will be used to test all candidates for a specific eligibility list. The City can limit the number of applicants who will be allowed to sit for a particular test. If the number of applicants is limited by the City, the number of applicants who will be allowed to sit for the test may be included in the announcement related to the test. Those who will be allowed to sit for the test will be determined based on minimum standards and by the order in which they submitted their completed applications.

Candidates who have been honorably discharged from United States military service must provide proof of an honorable discharge by submitting a DD 214 which shows an honorable discharge at least twenty-four (24) hours prior to the date and time of the entry-level test.

## Section VII

Candidates with passing test scores will be placed on an eligibility list in the order of their overall eligibility scores (test score plus additional points). The entire eligibility list will be provided to the police department at one time for further processing and all those applicants will be considered to have been “referred” at that time. New eligibility lists may be created while an active list is being processed. The effective dates of an eligibility list may be set to coincide with the expiration of an existing list or a time period between three (3) and twelve (12) months. The conditions that will determine when an active list may be closed, other than by the Commission, must be determined prior to the posting of the exam. Candidates may not be hired from an eligibility list that is created after an existing active eligibility list has been established until the existing list has been exhausted or has expired. An exception to this is that a Reappointed City of La Marque Officer and Lateral Entry Program Officer (“LEO”) may be processed and hired while an existing eligibility list is in effect. With the approval of the Commission, the Civil Service Director may close an eligibility list and cancel all candidates processing if sufficient reason, as determined by the Commission, exists to do so.

The rank order of candidates having the same eligibility score will be determined by the Local Civil Service Rules. The final eligibility list may be certified by the Director of Civil Service.



Certification of the final list by the Civil Service Commission is not required. The eligibility list becomes effective on the day it is certified by the Director.

The Department will determine those candidates from the final eligibility list who are most suitable to be hired as police officers based on a structured and job-related selection process. The selection process will include testing for physical ability; personal characteristics linked to the performance of essential job functions, decision-making, communication skills, and interpersonal skills. The Department may utilize interview boards, assessment exercises, written tests, electronically administered test, polygraph examinations, background reviews, personal references, or other appropriate selection methods to assess candidates as long as the methods have been reviewed by the Human Resources Department and found to be objective and job-related and applied consistently in processing candidates. Pass/fail standards or relative weighting standards may be established for the various selection methods. A candidate must complete and pass each step in the entry-level hiring process before being allowed to proceed to the next step in the process. Any candidate needing a reasonable accommodation in order to complete a step in the process will be afforded an opportunity to request that accommodation. A final review will be conducted by the Chief or the Chief's designee, who shall be above the rank of lieutenant, who will make the final determination whether to hire a candidate.

All candidates on an eligibility list must be processed and either hired or rejected before candidates from subsequent eligibility lists may be hired. In the event there is a delay in processing one or more candidates that could prevent the Department from timely seating personnel into a prescheduled academy class selected by the department, the Civil Service Director may, upon written request and appropriate justification by the Chief or the Chief's designee, who shall be above the rank of lieutenant, allow the candidate(s) to be by-passed for candidate(s) lower on the list, or from another eligibility list, to be hired.

## Section VIII

All new hires for police positions, including those hired under the Lateral Entry Program, and reappointed officers will serve a one-year probationary period beginning on the date of employment (or reemployment) as a La Marque police officer. This does not include time off for injury and illness and the probation period shall be extended any time a probationary Officer is off work for seven (7) or more consecutive days due to illness, injury, or other unavailability,

provided the probationary employee was served with a written notice of the extension of the probationary period. During the initial probationary period, the probationary Officer is an at will-employee and may be discharged without cause. The probationary Officer is not covered under Internal Investigations, Disciplinary Actions, and Dispute Resolution Procedure Articles, except where the Agreement utilizes Articles to protect his/her rights covered elsewhere within the Agreement such as receiving Holidays, Uniforms, Salaries, Compensatory Time, etc.

## Section IX

### Modified Hiring Process for Reappointed City of La Marque Officers

- a. The Chief may reappoint former City of La Marque Officers in accordance with the Rules and Regulations (Local Rules) of the City of La Marque Police Officers' Civil Service (or any successor or superseding provisions), beginning with the provisions of 5.03 in Chapter 5. All former City of La Marque Officers who are reappointed pursuant to this Article will be reappointed at the rank of Police Officer.
- b. Beginning compensation for Officers who are reappointed twelve months or more after their last day of work as an Officer for the City, will be the respective salary step in the Civil Service Police Pay Plan that corresponds with the reappointed Officer's years of service with the City plus any additional time of service with one or more Comparable Law Enforcement Agencies, which corresponds with the officer's total years of experience. All benefits, including leave accruals and seniority for Departmental purposes, will be based on their date of reemployment to the City (excluding longevity pay). For longevity pay purposes, all cumulative time working for the La Marque Police Department as a police employee shall count towards longevity pay.
- c. Beginning compensation for Officers who are reappointed less than twelve months after their last day of work as a Police Officer for the City will be that of a Police Officer, at the step in the City of La Marque Civil Service Police Pay Plan, based on the reappointed Officer's years of service with the City before their voluntary resignation, rounded down to the nearest year. For example, an Officer who, at the time they voluntarily resigned their employment with the City, was at the rank of Sergeant with 7 years and six months of service, who is reappointed eight months after their resignation, would be reappointed at the rank of Police Officer, and their beginning

compensation would be at the step for a Police Officer with 7 years of service. All benefits including leave accruals and seniority for Departmental purposes, (excluding longevity pay), will be based on their date of reemployment to the City. For longevity pay purposes, all cumulative time working for the La Marque Police Department as a police employee shall count towards longevity pay.

d. Reappointed Officers outlined in this Section, who were hired within the previous twenty four (24) months of the approval of this Agreement shall be compensated at the respective salary step in the Civil Service Police Pay Plan that corresponds with the reappointed Officer's years of service with the City plus any additional years police service with one or more Comparable Law Enforcement Agencies, which corresponds with the officer's total years of experience.

e. The Chief may adopt a written policy on commissioning and training requirements of re-appointed officers.

## Section X

### Modified Hiring Process for Lateral Entry Officers

The Chief shall establish requirements for applicants for lateral transfer program hiring from other comparable law enforcement agencies. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of cadet for a regular training academy. The requirements may be modified by the Chief in his sole discretion, but shall include at least the following:

- a. At the time of application, each LEO applicant must:
  - 1. be actively employed as a full-time paid police officer with a municipal, county or state law enforcement agency or Honorably Discharged from a full-time paid police officer position with such an agency within the previous 24 months, provided that the applicant currently holds an active Texas Peace Officer License, and:

- (a) the applicant has a total of 3 years of active service for one or more municipal, county, or state law enforcement agencies that has at least 30 sworn police officers (i.e., respond to all types of calls for law enforcement services);
  - (b) LEO applicants who work or worked for an agency that has fewer than 30 sworn police officers will be evaluated on a case-by-case basis.
- 2. LEO applicants must be 21 years of age and may not have reached their 50<sup>th</sup> birthday at the time they apply to be hired under the modified LEO program; and
- b. The Chief, or designee who shall be above the rank of lieutenant, at his or her sole discretion may deny the application of any LEO applicant. The Chief will take the necessary steps for all applicants to make sure that they accomplish the required hours and learn the necessary curriculum to receive a Texas Peace Officer License by TCOLE.
- c. The Chief shall establish the selection criteria and procedures for the Modified Hiring Process, consistent with this Agreement. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- d. Upon commissioning with the City of La Marque, the LEO applicant will be placed in a position senior to those applicants in any Police Training Academy selected by the department to train newly employed recruits who have not been commissioned.
- 1. Officers hired through the Lateral Transfer Hiring Process who are commissioned on the same day as an Officer hired under the normal hiring process shall have a seniority preference for Departmental purposes. In addition, should the same two Officers take a promotional examination and if their final ranking is the same after all tiebreakers set forth in Local Rule are applied, the Officer hired through the Modified Lateral Hiring Process shall be considered senior and shall be placed on the final eligibility list ahead of the other candidate.

## Section XI

*Preemption of Chapter 143.* To the extent that any of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### **Article 30: Probationary Period**

#### Section I

As a condition of employment, all Patrol Officers will serve a probationary period of one (1) year from the date of employment as a Police Officer. This does not include time off for injury and illness and the probation period will be extended any time a probationary Officer is off work for seven (7) or more consecutive days due to illness or injury.

#### Section II

During the initial probationary period, the Patrol Officer is an at-will employee and may be discharged without cause. The probationary Officer is not covered under Internal Investigations, Disciplinary Actions, and Dispute Resolution Procedure Articles, except where the Agreement utilizes the Articles to protect his/her rights where covered elsewhere within the contract such as receiving holidays, uniforms, compensatory time, etc.

#### Section III

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### **Article 31: Alcohol and Substance Abuse**

#### Section I

The employer may implement a policy that may require any Officer to submit to a urine or blood screening for illegal drugs or excessive use of alcohol when there is (1) reasonable cause to believe the Officer may be involved in alcohol or substance abuse; (2) on a random basis; (3) following accidents; and (4) upon return from medical leave of absence or injury leave. If random testing is conducted, the employer will utilize a computer-generated method for selecting Officers to be tested.

## Section II

In all cases in which an Officer tests positive for a prohibited substance, the employer shall direct a second urine or blood screening test from the same sample and from a second testing laboratory.

## Section III

In cases of a positive drug test or of alcohol abuse, the employer shall consider all factors leading to such abuse, and may direct treatment for this condition in lieu of disciplinary action, at the sole discretion of the Chief. The results of the drug or alcohol test shall be maintained in the Officer's personnel file within the confidential medical section of the file.

## Section IV

Any policy implemented by the employer relating to this issue shall be in conformance with the Federal Drug Free Work Place Act and the Texas Worker's Compensation Act.

## Section V

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

# Article 32: Affirmative Action

## Section I

The Association acknowledges that the employer is empowered to establish and maintain an Affirmative Action program, which provides for equal employment opportunities for entry level positions in the Department for all qualified persons, regardless of race, religion, sex, creed, national origin, handicap, or other non-merit factors.

## Section II

The goal of the employer is to establish an Affirmative Action program that will ultimately achieve a composition of the workforce in the Department that will be reflective of the makeup of the community with regards to the employment of qualified minorities and women.

## Section III

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## Article 33: Miscellaneous Provisions

### Section I

*Stress Leave and Counseling.* Any Officer who takes the life of, or causes the serious injury to another person, in the performance of his/her job duties, or who likewise sustains serious injury as a result of the overt act of another person, shall be provided with initial psychological or psychiatric screening treatment at the expense of the City if requested by the Officer. If subsequent psychological or psychiatric treatment is recommended in a narrative report provided to the Officer and the City by the attending professional, such treatment shall be provided at the expense of the City upon approval of the Chief.

Any Officer requesting such treatment shall provide information concerning the anticipated length and frequency of such treatment. The Officer receiving such treatment shall not suffer loss of pay due to required absence from duty to receive such treatment. Outpatient treatment shall be allowed for a period of time not exceeding one calendar year from the date of the incident.

### Section II

*Reimbursement for Damaged or Stolen Items.* Upon submission of a written request for replacement, reimbursement or repair to the Chief, the City shall reasonably reimburse any Officer for the replacement value or repair for any professional or personal equipment item that is damaged, destroyed or stolen due to an Officer's negligence or failure to adhere to Departmental policy, nor to any personal item, except clothing, not work in the interest of the Department. The Chief shall make the final determination as to what is reasonable.

- A. *Police Professional Equipment Items.* Items that are recognized professional equipment necessary for the performance of Police Officer duty. Reimbursement will not exceed one thousand (\$1,000.00) dollars per occurrence.
- B. *Personal Items.* Items identified as industry standard gear used or worn in the normal course of duty as an Officer, but are not exclusively Police Officer items and are not extravagant in nature or cost. Reimbursement will not exceed five hundred (\$500.00) dollars per occurrence.

### Section III

*Badge Upon Retirement.* Each Officer who retires from the La Marque Police Department shall be given his/her badge at no cost to the Officer.

#### Section IV

*Personnel Files.* The City shall maintain one master personnel file for each Police Officer. The personnel file shall contain any letter, memorandum, or any other document relating to:

- A. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
- B. Any periodic evaluation for the Officer by supervisory personnel.
- C. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed in the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officer's file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion at the Chief of Police.
- D. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.
- E. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the Officer's personnel file as provided herein that do not result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.

Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.

The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is exempted from



the release under the Texas Public Information Act, and is properly requested for release. In the event of release of information, the Officer shall be notified accordingly.

#### Section V

*Bulletin Boards.* The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet at the Police Station in a conspicuous location approved by the Chief. No information shall be placed on any bulletin board on the employer's property which is personally critical of any individual, or of the Association or of the management representatives of the City. No endorsement or "non-endorsement" of any candidate for public office shall be placed on bulletin boards; however, this does not prohibit Association announcements concerning political forums, receptions, etc.

#### Section VI

*Provision of Copies.* The employer shall provide to each Officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

#### Section VII

*Joint Responsibility Recognition.* The employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation of this Agreement.

#### Section VIII

*Mental Health Committee.* The employer shall establish an advisory mental health committee to the City Manager and allow the Association to appoint three members to a mental health committee. The mental health committee will be an advisory committee of the City Manager and be made up of nine city employees, three from the Association, three from the employer and three from the fire department membership. Service on the mental health committee shall be voluntary but Officer's selected shall be paid for their service. The sole purpose of the mental health committee shall be to create a Request For Proposals package and evaluate responses to make recommendations to the City Manager for consideration of a mental health provider for all city staff.

Beginning within the last quarter of 2022, the advisory mental health committee shall meet at mutually agreed upon times.

#### Section IX

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 34: Internal Investigations**

### **Section I**

*Conduct of Interview.* In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a written statement to an Officer assigned in Internal Affairs and that statement must be signed by the complainant in the presence of the receiving Officer or City Clerk. The City may designate a location other than the Police Department for the taking of the statement. For purposes of this section, "Serious misconduct" means some action, or failure to act, by a Police Officer, which, if found to be true could result in the termination of the Officer for that offense alone.

The provisions of this Section do not preclude the Chief from conducting administrative investigations nor does it preclude the Chief from ordering an internal investigation for complaints other than serious misconduct or criminal activity. A statement is not required in advance where a complaint does not allege serious misconduct or criminal activity.

Prior to commencing the investigation, the Officer shall be informed of the general nature of the investigation, and shall be provided with sufficient information to properly apprise the Officer of the allegations.

All persons present in the interview shall be identified to the Officer by name, rank, and agency.

The interview shall be completed with reasonable dispatch, and reasonable respites shall be allowed. Sufficient time shall also be provided to the Officer for attending to basic and essential personal needs.

The Officer shall not be threatened, harassed or intimidated, or offered any type of inducement due to answers or non-answers to questions posed to the Officer during his interview process. The Officer may be informed, however, that his/her conduct can, or has, become the subject of disciplinary action, for which the appropriate measures of punishment may be administered.

Nothing in this section shall prevent or impede the Chief, or other appropriate supervisor, in the conduct of the business of the Department, from entering into immediate and direct discussion with, or making legitimate inquiry of any Officer who has not yet been formally identified as the target of an investigation.

## Section II

*Right to Contact Attorney.* In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in temporary or permanent dismissal from the Department, the Officer shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice, and/or a representative of the Association before being interviewed.

An attorney of the Officer's own choosing and/or a representative of the Association may be present during the interview. In the event that the Officer appears with an Association representative or attorney, the Chief or other involved Officer(s) shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response, sworn to and notarized under oath.

If an Officer is under arrest, or is likely to be, due to being a suspect or target of a criminal investigation, the Officer shall be given Miranda Decision rights.

The Officer shall be given an exact copy of any written statement that he/she may execute.

## Section III

*Compelled Testimony.* There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager or the Department, that an Officer appear before or present evidence to any individual, panel, committee, group, or forum independent of the law enforcement agency with responsibility for reviewing either citizen complaints against Officers, or the policies and practices of the agency, or both. This provision has no application to any independent investigation authorized by the Chief of Police, regardless of whether the independent investigation was recommended by the City Council, City Manager, or Citizen's Review Panel, or to any hearing of an appeal of disciplinary action pursuant to this Agreement and/or Chapter 143 of the Texas Local Government Code. Police Officers remain

subject to orders or subpoenas to appear and provide testimony or evidence in such investigations or hearings.

#### Section IV

*Recording of Interview.* An Officer shall have the right to have the interview audio recorded, provided the Officer furnishes the audio recorder and advises all of parties of the recording in advance. The Chief or his/her designee shall have the same right. Neither an Officer nor a representative of the Chief shall record a conversation between an Officer and a representative of the Chief without disclosing the intent to record prior to the interview.

#### Section V

*Notification of Findings.* The Chief shall provide written notice in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Police Department. The Officer shall sign an acknowledgement of the receipt of the notice.

#### Section VI

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### **Article 35: Disciplinary Actions**

#### Section I

*Authority.* The Chief shall, for just cause, have authority to demote, suspend without pay not to exceed fifteen (15) days, or terminate any Police Officer for the causes set forth in the Rules and Regulations of the Police Department and for violations of this Agreement, Civil Service Rules, and the City's personnel policies. Any Officer may appeal such actions, if any, as provided herein. An Officer who is passed over as a candidate on any promotional eligibility list may appeal the Chief's decision to do so under this Article. Both disciplinary actions and being passed over for promotion that are unsatisfactory to the Officer shall be first appealed for remedy and resolution through this Article before any other remedy is sought, unless precluded by law.

#### Section II

*Notice and Service.* The Chief shall provide a written statement to any Officer to whom disciplinary action is administered or who is passed over for promotion, stating the action and

reasons therefore. The notice shall point out the particular rule or rules alleged to have been violated by the Officer, and the specific act(s) or omission(s) upon which the action is based. The notice shall also advise the Officer of his/her right of appeal, and the applicable time frame within which the appeal must be effected.

If the Chief is unable to secure personal delivery of the notice to the Officer after due diligence, the notice may be delivered to the President of the Association, and proof of such service shall be sufficient to support any disciplinary action.

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### Section III

*Appeal.* An Officer who is disciplined or passed over for promotion pursuant to this Article must appeal to the Chief's written charges to the City Manager or his/her designee within ten (10) business days. Said appeal shall be in writing and shall include a statement of facts upon which it is based with reasonable details to assist in resolving the dispute, the remedy or adjustment sought, and the signature of the appealing Officer. The City Manager or his/her designee shall render a written decision and provide a copy of same to the Officer within fifteen (15) business days.

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

### Section IV

*Appeal to Civil Service Commission or to Third Party Hearing Examiner.* If an Officer does not accept the decision of the City Manager, or his/her designee, he/she may, within ten (10) business days of receipt of the decision, appeal the disciplinary action, demotion, or promotion. Passover, in writing, pursuant to Chapter 143.

*Preemption of Chapter 143.* To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

## **Article 36: Dispute Resolution Procedure**

### **Section I**

*Scope of Procedure.* The City and the Association agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of this Agreement is necessary. Matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this Article. Any Officer(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article before seeking any other remedy unless precluded by law.

### **Section II**

*Limits.* The parties shall adhere to the time limits as set forth in this Article. In the event that the Officer or the Association fails to meet the time limits at Step One (1) of this procedure, the dispute shall be considered satisfied, and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the dispute to proceed to the next Step. Such time restrictions may be waived by mutual consent of the parties.

### **Section III**

*Process.* A dispute as defined in Section I above shall be handled as follows:

*Step 1.* Each Officer is encouraged to attempt an informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as possible. If the dispute is not resolved by the supervisor, or if the Officer chooses to bypass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

In the case of a dispute triggered by an action or inaction of a party beyond the authority of the Chief, the grievance may be initiated at Step 2.

The President of the Association, or his/her designee, may file a class action grievance on behalf of any bargaining unit members similarly situated at Step 2 above within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

The grievance shall include:

A. A statement of the grievance and all facts on which it is based.

- B. Any and all sections of the Agreement which have allegedly been violated.
- C. The remedy or adjustment sought, if any.
- D. The signature of the Officer.

The Chief or his/her designee shall provide a written response within twenty (20) business days after his receipt of the Officer's statement.

*Step 2.* If the dispute is not resolved at Step 1, the Association shall determine if a grievance exists. Said determination shall be made by an Association Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) days of the Step 1 ruling, including presentation of the dispute or grievance at Step 3, if such action is opted by the Committee.

In the event that the Committee determines that a valid dispute exists, the Association representing the aggrieved Officer, shall proceed to Step 3. In the event that the Grievance Committee decides that no dispute exists, there shall be no further action taken under this procedure.

*Step 3.* If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his/her designated representative, who shall have twenty (20) business days to act on the grievance, render a decision, and advise the Association President of that decision in writing. The Step 3 grievance form will include a statement stating why the Step 1 response from the Chief is rejected and provide reasonable details in assisting to resolve the dispute.

The City Manager may choose, but is not required, to meet with the Association President and the Association's representative, if mutually agreed by the City Manager and the Association President, at this Step, in an attempt to resolve the dispute. If such meeting is agreed to, the City Manager may include any other representatives he/she so chooses to be present at this meeting. In the event that the dispute is not resolved at this meeting, none of the parties may use information obtained solely from this meeting in any future arbitration hearings.

The sole intent of this provision is to promote open discussions by the parties in attempting to resolve disputes prior to invoking any further Sections of this Agreement.

*Step 4.* If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, then both parties agree to mediate the grievance utilizing the services of the FMCS. The Association must notify the City of its desire to mediate the grievance within twenty (20) business days of receipt of the written response from the City Manager. Mediation will be scheduled as soon as reasonably practicable. No information provided in statement made during the grievance mediation may be used by either party in any future arbitration hearing.

*Step 5.* If the grievance has not been settled at Step 4, the Association shall have ten (10) business days from the date that the mediation is concluded in which to appeal the grievance to arbitration. An appeal from the Association shall be submitted in writing to the City Manager or his/her designated representative.

## Section VI

*Arbitration.* If a dispute is submitted to Arbitration, the City and the Association shall attempt to agree within five (5) business days upon an arbitrator who resides in the State of Texas. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) business days, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested jointly by the parties, or by either party, from the Federal Mediation and Conciliation Service.

Within five (5) business days from receipt of this list, the Association and the City shall meet and alternately strike names on the list until one name remains and that person shall be the arbitrator. A coin toss shall decide with party strikes first.

In the event that the parties are unable to obtain a list of arbitrators from the Federal Mediation and Conciliation Service that contains arbitrators exclusively from the State of Texas, a list of eleven (11) arbitrators shall be request by the parties in lieu of the list of seven (7), and the City and the Association shall meet and jointly strike all names of Arbitrators who reside outside of the State of Texas. After all of the outside arbitrators are stricken, if an even number of names remains on the list, the last remaining name shall be stricken.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. If there is a question of arbitrability, including but not limited to whether the appropriate time limits have been followed, these issues shall be submitted to and decided by the arbitrator in advance. No evidence on the merits of the dispute shall be introduced before the arbitrator rules on the arbitrability and timeliness issues. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 1 to this Agreement, and are incorporated herein by reference.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue(s) presented, and shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine



any other issue(s) not so submitted to him/her. Payment of any award by an arbitrator in excess of five thousand (\$5,000.00) dollars may be deferred until the City's next fiscal year. The decision of the Arbitrator shall be final and binding upon the City and the Association, except where the award is procured by bias, fraud, collusion or other unlawful means.

The City shall bear the expense of any witness(es) called by the City. The Association shall bear the expense of any witness(es) called by the Association, except that employees of the City of La Marque who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The City and the Association shall share equally the fees and expenses by the Arbitrator.

### **Article 37: Savings Clause**

#### **Section I**

*Effect of Illegal Provisions.* Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **Section II**

*Preemption of Local Government Code and Other Provisions.* 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 of the Texas Local Government Code; the City Charter of the City of La Marque, Texas; ordinances of the City of La Marque; Rules and Regulations of the La Marque Civil Service Commission; and policies and procedures of the La Marque Police Department.

### **Article 38: Complete Agreement Clause**

#### **Section I**

The employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

#### **Section II**

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities. The employer and the Association, for the term of this Agreement specifically waive the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of the execution hereof as proper subjects for collective bargaining.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

### Section III

Neither party shall make or permit any agreement, understanding or contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

### Section IV

All modifications of this Agreement must be made in writing and signed by both the employer and the Association before such modifications shall become effective.

### Section V

This Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022, in duplicate counterparts, each of the pages hereof having been initialed and dated by the subscribing parties.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mayor Pro-Tem

  
\_\_\_\_\_  
Conan King, LMPA President

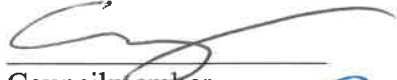
  
\_\_\_\_\_  
Kenneth Hernandez, LMPA VP



Councilmember



Councilmember



Councilmember



City Manager



Brittany Shores, LMPA Secretary



Dashiell Cantu, LMPA Treasurer

## **Attachment I: Expedited Labor Arbitration Rules**

1. *Agreement of Parties*: These Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.
2. *Appointment of Neutral Arbitrator*: As agreed to in basic agreement.
3. *Initiation of Expedited Arbitration Proceeding*: Cases may be initiated by joint submission in writing, or in accordance with the Collective Bargaining Agreement.
4. *Qualifications of Neutral Arbitrator*: No person shall serve as neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.
5. *Vacancy*: The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.
6. *Time and Place of Hearing*: The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least twenty-four (24) hours in advance. Such notice may be given orally.
7. *Representation by Counsel*: Any party may be represented by counsel at the hearing by Counsel or other representative.
8. *Attendance at Hearing*: Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person any other person may attend the hearing.
9. *Adjournments*: Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. *Oaths*: Before proceeding with the first hearing, the Arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
11. *Stenographic Record*: There shall be no stenographic record of the proceedings.
12. *Proceedings*: The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.

The Arbitrator shall make or take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.

13. *Arbitration in the Absence of a Party*: The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.
14. *Evidence*: The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. *Evidence by Affidavit and Filing of Documents*: The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.
16. *Close of Hearings*: The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.
17. *Waiver of Rules*: Any party who proceeds with the arbitration after knowledge that any provision or requirement of the Rules has not been complied with, and who fails to state his/her objections thereto in writing, shall be deemed to have waived his/her right to object.
18. *Serving of Notices*: Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such a party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.
19. *Time of Award*: The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by all parties, not later than five (5) business days from the date of the closing of the hearing.
20. *Form of Award*: The award shall be in writing shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

21. *Delivery of Award to Parties*: Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the ruling of the award in any manner which may be prescribed by law.
22. *Expenses*: The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. *Interpretation and Application of Rules*: The Arbitrator shall interpret and apply these Rules insofar as they relate to his/her powers and duties. All other Rules shall be interpreted and applied by the AAA as administrator.

## Attachment II: Release of Liability Agreement

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

### I

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

### II

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between the City of La Marque and the La Marque Police Association, except as specified in Paragraphs III and IV below, and including, but not limited to, inclusion as a member of the collective bargaining unit; coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premiums payments, work hours, clothing allowance, leave time, holidays, overtime pay, call back and standby pay, longevity pay and certificate pay); and the right to file any and all grievances pursuant to \_\_\_\_\_ Article of the Contract alleging a violation of the

Collective Bargaining Agreement, for events occurring while I held the position of \_\_\_\_\_.

### III

I, by execution of this Agreement, do not relinquish my right under Article 35, Disciplinary Actions, to be terminated from employment for cause only and to appeal any termination of any employment pursuant to Article 35. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of \_\_\_\_\_ to assume the position of \_\_\_\_\_ within the La Marque Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or penalties of any other type.

### IV

I hereby retain the right to voluntarily resign my position as \_\_\_\_\_, and, in that even resume the position of \_\_\_\_\_, with full protection by the La Marque Police Association from and after the effective date that I assume such position without the requirement of payment of any back dues, assessments, charges, or other penalties of any type.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Accepted: \_\_\_\_\_

President, La Marque Police Association

Accepted: \_\_\_\_\_

City Manager, City of La Marque