

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF TEXAS CITY, TEXAS**

**AND**

**TEXAS CITY MUNICIPAL POLICE ASSOCIATION**

**October 1, 2021**

**through**

**September 30, 2024**

## **PREAMBLE**

The following Agreement by and between the City of Texas City, Texas ("City") and the Texas City Municipal Police Association ("Association") is entered into pursuant to The Fire and Police Employee Relations Act, Tex. Loc. Gov't Code, Chapter 174. The City recognizes the Association as the sole and exclusive bargaining agent for all permanent non-probationary police officers as defined in the TEX. LOC. GOV'T CODE § 143.027. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the police officers of the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and to foster effective cooperation between the City and its police officers. Therefore, this Agreement is intended to be in all respects in the public interest.

### **Article I - Duration**

**Section 1.** This Agreement shall be effective as of the **1<sup>st</sup> day of October 2021** and shall remain in full force and effect until the **30th day of September 2024**, or until such time as it is superseded by a new contract between the parties, or in the event the two parties cannot agree on a superseding contract, the present contract shall stay in full force and effect for three (3) years beyond the existing contract.

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

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

### **Article II - Definitions**

- A. "City" means the City of Texas City.
- B. "Association" means the Texas City Municipal Police Association, Inc., a Texas non-profit corporation.
- C. "Board of Directors" means those members of the Association who are duly elected or appointed and serve as members of the Board of Directors of the organization pursuant to the Articles of Incorporation and By-laws of the Association.
- D. "Bargaining Committee" means those members of the Association who are duly elected in accordance with the Association Constitution Article IV, Section 3.

- E. "Employee" means any sworn police officer employed in the Department of the City excluding the Chief of Police.
- F. "Grievance" means any and all disputes arising under the procedure in Article XIX.
- G. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- H. "Chief" means the Chief of Police of the City of Texas City.
- I. "Mayor" means the Mayor of the City of Texas City.
- J. "Commission" means the Civil Service Commission of the City of Texas City, Texas.
- K. "Department" means the Police Department of the City of Texas City, Texas.
- L. "Longevity" means time in service in the Department from the date the Employee became a Probationary Police Officer.
- M. "Gender" - Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
- N. "Detective" means any personnel assigned by the Chief to Investigative duties outside of Patrol Division.
- O. "Non-probationary Police Officer" means a police officer who has completed twelve (12) months of employment with the City, subsequent to obtaining TCOLE certification.
- P. "Probationary Police Officer" means a police officer who is employed by the City but has not yet completed twelve (12) months of employment with the City subsequent to obtaining TCOLE certification.
- Q. "Just cause" means a fair and honest cause or reason, regulated by good faith on the part of City for transferring, disciplining, or terminating an Employee. Just cause shall pass the 7 steps of the American Arbitration Association (AAA).
- R. "Regular overtime pay rate" means all add-on pays are added with the Employees' basic rate of pay and then calculated at time and a half (1.5).

S. "Regular hourly rate" means the hourly rate as indicated in the appropriate City's Police Wage Schedule attached hereto as Attachment No. 1.

T. "TCOLE" means the Texas Commission on Law Enforcement.

### **Article III - Prevailing Rights**

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

### **Article IV - Management Rights**

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

- A. Direct and schedule the work of its employees, to include the scheduling of overtime work and training in a manner most advantageous to the City.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions with the City.
- C. Discipline, i.e., discharge, demote, or suspend employees, pursuant to the requirements of Local Government Code.
- D. Maintain the efficiency of governmental operations.
- E. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State Laws.
- F. Determine and direct the methods, processes, means, and personnel including utilization of personal skills and abilities by which operations are to be carried out.
- G. Contract and subcontract when it is in the best interest of the City.
- H. Use civilians in the Department to perform duties which do not require a commissioned officer or the power of arrest. The scope of such duties includes, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. civilians performing such duties are not subject to the terms of this Agreement.

- I. Establish classifications, job descriptions, and standards which provide the basis for recruiting, assignment, and promotion including but not limited to consideration of education, training, special skills, language skills, performance, etc.
- J. Establish and enforce Police Department rules and regulations.
- K. The determination of the size of the work force and the right to abolish positions.

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

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

- A. Establish Police Departmental rules and regulations.
- B. Transfer Employees within the Department to accomplish the mission of the Department in the most efficient manner. Those Employees transferred by the Chief shall not be removed from those positions without just cause.

## **Article V - Wages**

**Section 1.** Wage Schedule. Effective October 1, 2021, wages shall be paid in accordance with the schedule outlined in Attachment No. 1 and shall be subject to all of the provisions of this Agreement. The City and Association agree that bargaining will take place in 2024 to negotiate a wage schedule to become effective October 1, 2024.

**Section 2.** Overtime Pay. Employees assigned to positions other than patrol shall be paid at their regular overtime pay rates for all hours worked in excess of forty (40) hours in a work week. Employees assigned to patrol positions (six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per pay period) shall be paid at their regular overtime pay rates for all hours worked in excess of eighty (80) hours in a two-week period. If the City and the Association mutually agree to return patrol to eight (8) hour shifts, the forty (40) hour per week overtime provision shall apply to the patrol positions. The City and Association further agree that no Employee shall be reduced in or relieved from working their normally scheduled shift to avoid the payment of overtime. For the purpose of calculating overtime pay owed, vacation, holidays, sick time, compensatory time, personal days, bereavement leave, and department approved training shall be deemed as time worked.

**Section 3.** Longevity. The City shall contribute five (\$5.00) dollars per month for each year of service in the City's Department to each Employee.

**Section 4.** Shift Differential Pay. For the purposes of this Section 4 only, officer(s) is defined as on duty, uniformed personnel. This section does not apply to those officers assigned to work 8:00 A.M. to 5:00 P.M. whose duties are primarily administrative. Those officers who work the night shift shall receive an additional \$0.55 per hour for such assignment.

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

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

## **Article VI - Uniforms and Special Assignment Pay**

### **Section 1. Uniforms and Equipment Allowance.**

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

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

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

D. All sworn Employees shall receive \$30.00 per pay period as an equipment allowance.

### **Section 2. Training Officers**

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

1. Temporary Assigned Training Officer/instructors. Employees assigned to the duties of training, including field training officer, shall receive an additional pay at the rate of \$50.00 per month while performing such duties; provided however, if an Employee trains more than forty (40) hours per month the Employee will receive a maximum of \$100 per month.

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

B. Employees assigned as classroom instructors shall:

1. Adjust their schedule to include their classroom teaching in a normal eight (8) hour working shift, or
2. Receive the standard regular overtime pay rate for each classroom teaching hour worked. Employees who receive regular overtime pay shall not receive assignment pay set out in Section 2.A.

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

**Section 4.** On-call Employees. Employees assigned to be on-call including detectives or those designated by the Chief (excluding Employees assigned to the patrol division) shall receive eight (8) hours of compensatory time off per week for each week they are on-call. There shall be no more than two (2) Employees assigned to on-call duty per week.

**Section 5.** Call Out Pay. Employees called by the Department to report for duty outside their regular schedule shall be paid at the regular overtime pay rate and shall be entitled to work a minimum of four (4) hours at such regular overtime pay rate. The call out pay shall not be pyramided with any other pay. For purposes of this Section 5, to be entitled to call out pay an Employee must report for duty at a physical office of the Department or at the scene of an incident. Employees may choose to waive this entitlement and be paid their regular overtime pay rate for actual time worked. Otherwise, Employees are required to remain on duty and perform essential job functions.

**Section 6.** Standby Pay. Employees required to standby during their off day for appearances in County or District Court shall receive an additional payment equal to two hours pay at regular overtime pay.

**Section 7.** Court Time Pay. Employees serving as a witness, under subpoena, in a criminal or civil proceeding, during their off-duty hours, shall receive pay at regular overtime pay.

**Section 8.** Training.

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

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

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



## **ARTICLE VII. Seniority**

**Section 1.** Departmental Seniority. “Departmental Seniority” is defined as all years of uninterrupted classified service with the City’s Department.

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

**Section 3.** Division Seniority. Seniority in a division is based upon the date of assignment to a particular division in the Department. This section is not applicable to Employees assigned to the patrol division.

## **ARTICLE VIII. Vacation**

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

- A. One hundred twenty-eight (128) hours vacation with pay after completion of one year of service with the City.
- B. One hundred sixty (160) hours vacation with pay after completion of seven (7) years of service with the City.
- C. One hundred ninety-two (192) hours after completion of eighteen (18) years of service with the City.

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

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

## **ARTICLE IX. Holidays**

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

|                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Thanksgiving Day                  |
| Martin Luther King Day | Friday following Thanksgiving Day |
| Good Friday            | Christmas Eve                     |

Memorial Day  
Independence Day

Christmas Day  
Labor Day

**Section 2.** Employees who are scheduled to work and actually work on any of the above holidays, shall be compensated at the regular overtime pay rate for hours worked. Employees who are scheduled to work and actually work shall also receive eight (8) hours' holiday pay at their regular hourly rate.

**Section 3.** An Employee who is not scheduled to work and not working on a holiday shall receive eight (8) hours' holiday pay at their regular hourly rate provided they worked their last scheduled shift before and their next scheduled shift after the holiday; provided however, if the Employee has been granted permission to miss the day before and/or after the holiday because of a vacation, compensatory time off, jury duty, military leave, or a leave of absence for educational, funeral or Association services, or Association leave, the Employee shall be considered as having worked the requisite days and be eligible for the holiday pay.

#### **ARTICLE X. Sick Leave**

**Section 1.** Accumulation and administration of sick leave and on-duty injury benefits shall be pursuant to Tex. Local Gov't Code, §143 except as provided by this Agreement. The Parties agree that the fifteen (15) working days provided by TEX. LOCAL GOV'T CODE, §143.045 is the equivalent of one hundred twenty (120) hours.

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

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

**Section 4.** Accumulation of Sick Leave upon separation.

A. The Employee, the Employee's heirs or the Employee's legal representative shall be compensated in cash for any unused accumulation of sick leave up to a maximum of seven hundred twenty (720) hours at the Employee's regular hourly rate of pay, at the time of the Employee's death, resignation, termination or retirement. In the case of any unused accumulation of sick leave in excess of seven hundred twenty (720) hours, an Employee, the Employee's heirs or legal representative shall be compensated in cash for such hours

of unused sick leave in excess of seven hundred twenty (720) hours in an amount equal to one (1) hour's pay for every four (4) hours of unused, accumulated sick leave at the Employee's hourly rate of pay, at the time of the Employee's death or retirement.

B. After the dispersal of sick leave funds as indicated above at retirement, the remaining balance of sick leave will be calculated at the Employee's regular hourly rate of pay, as of the date of retirement and placed in a fund under the Employee's name. The retired Employee's monthly medical insurance premium will be paid from this fund until the balance is depleted or until such time as the Employee reaches their 65<sup>th</sup> birthday. Section 4(b) will be effective October 1, 2021 and will remain in effect during the term of this Agreement.

### **ARTICLE XI. Personal Days**

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

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

### **ARTICLE XII. Pension and Retirement**

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

### **ARTICLE XIII. Family Bereavement Leave**

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

sister-in-law, son, daughter, father and mother of spouse, grandparents of spouse, legal guardian of an employee or spouse, grandchildren, and son-in-law or daughter-in-law.

## **ARTICLE XIV. Jury Duty**

### **Section 1. Requirements**

- A. Employees shall notify their department head or supervisor upon receipt of the notice or jury summons.
- B. Employees working the day shift shall report to their department for work if they are released from jury duty prior to noon.
- C. Employees working the evening shift shall report to work at their regular time if they are released from jury duty prior to noon.
- D. Employees working the night shift shall not be required to work the shift prior to any day that they are scheduled to be in court for jury duty, and if less than eight (8) hours remain between the termination of jury duty and the beginning of the Employee's next regular work shift he/she will not be required to work such shift following jury duty.
- E. Employees must furnish proof from the court showing the date and time of jury duty served.
- F. If the Employee fails to furnish proof and does not report back to work as stated above, then no pay shall be due and disciplinary action may be taken.
- G. Employees serving as a witness under subpoena issued at the request of the City or State shall suffer no loss of pay for the period he is required to be present for such duty, and for a period of two (2) hours preceding reporting time and one (1) hour following time of release of same.

## **ARTICLE XV. Meals**

The City shall provide one (1) meal upon request by any Employee who is required by the Department to remain on duty for an uninterrupted period of two (2) hours or more beyond their scheduled shift.

## **ARTICLE XVI. Certification Incentive Pay**

### **Section 1. Incentive Pay**

- A. Employees who hold an Intermediate Certificate issued by TCOLE shall receive \$150.00 per month (\$69.23 per pay period).
- B. Officers who hold an Advanced Certificate issued by TCOLE shall receive \$250.00

per month (\$115.38 per pay period).

C. Officers who hold a Master's Certificate issued by TCOLE shall receive \$300.00 per month (\$138.46 per pay period).

### **ARTICLE XVII. Educational Incentive Pay**

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

Associate Degree - \$50.00/month (\$23.08 per pay period)  
Bachelor's degree - \$100.00/month (\$46.15 per pay period)  
Master's Degree - \$150.00/month (\$69.23 per pay period)  
Doctorate Degree - \$175.00/month (\$80.77 per pay period)

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

### **ARTICLE XVIII. Bilingual Officers**

The City shall compensate any Employee certified as bilingual in the amount of seventy-five (\$75.00) dollars for each month of service. Bilingual Employees who speak language(s) other than English and be capable of translating that language into English shall be required to demonstrate that capability Bilingual Employees shall be certified as such after testing in a manner mutually agreed upon and by a person (tester) mutually agreed upon. The tester shall notify the City in writing of the status of any Employee who has been tested and the Employee shall be notified by the City as to their status. Such bilingual testing shall be conducted through the Human Resources Department of the City.

### **ARTICLE XIX. Grievance Procedure**

**Section 1. Scope of Procedure.** The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

**Section 2. Time Limits.** The Parties shall adhere to the time limits as set forth in the procedure. In the event the Employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

**Section 3. Steps.** A grievance within the scope of this procedure as defined in Section 1 above shall be handled as follows:

- STEP 1. Any Employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the Employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.
- STEP 2. If the grievance is not resolved at Step 1, the Employee shall submit the grievance, in writing, to his immediate supervisor within five (5) working days. The grievance shall be submitted on a form mutually agreed upon by the City and the Association and shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the Employee's signature. The intermediate supervisor shall respond to the Employee's grievance and shall render a decision, in writing, within five (5) working days.
- STEP 3. If the grievance is not resolved at Step 2, the Association shall determine if a grievance exists. Said determination shall be made by the Association's Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) working days of the Step 2 ruling including presentation of the grievance at Step 4, if such be the Grievance Committee's determination. In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved Employee, shall proceed to Step 4. In the event that the Grievance Committee decides that no grievance exists, there shall be no further action taken under this procedure.
- STEP 4. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have seven (7) business days to act on the grievance and render a decision in writing.
- STEP 5. If the grievance is not resolved at Step 4, the matter shall be submitted in writing to the Mayor, or his designated representative within five (5) business days from the decision at Step 4. The Mayor, or his designated representative shall review the matter and shall render a decision in writing within ten (10) business days. The Chief shall obtain the response from the Mayor, or his designated representative and contact the Chairman of the Association's Grievance Committee and/or the President of the Association of the response and results within three (3) business days. If the grievance has not been settled at Step 5, the Parties shall have five (5) working days from the date the Chief notified the Chairman of

the Association's Grievance Committee and/or the President of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Mayor or his designated representative. Since the City may also grieve against the Association, any grievance by the City against the Association will be filed directly with the President of the Association; and if not settled within five (5) business days, may be submitted to arbitration for adjustment. A grievance contesting an action by the Mayor maybe initiated at Step 3 within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem. The President of the Association or his designee may file a class action grievance on behalf of the bargaining unit members similarly situated at Step 3 above within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem.

**Section 4. Arbitration.** If a grievance is submitted to arbitration, within five (5) working days, the City and the Association may agree on an arbitrator. For this purpose, the Parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request a selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator. The conduct of the hearing shall be governed by the standard rules of the AAA. The arbitrator shall not have the power to add to, amend, modify or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

## **ARTICLE XX. Civil Service Rules and Regulations**

The City's Civil Service Rules and Regulations adopted on August 22, 2002, and those adopted thereafter shall be a formal part of this Agreement. Claims of violations of such rules and regulations shall be filed under the City's Civil Service Rules and Regulations. The adoption of new City's Civil Service rules, or changes in existing City's Civil Service rules, shall be accomplished by the Civil Service Commission only after having given the Association the opportunity to be heard by the Civil Service Commission regarding such proposed new rules or changes, provided that the resolution of such question shall not be subject to arbitration.

## **ARTICLE XXI. Disciplinary Procedures**

**Section 1.** The City and the Association agree that any member of the bargaining unit who is subject to its disciplinary action will be accorded the rights and procedures provided in Chapter 143 Sections 143.051 through 143.057 of the Texas Local Government Code. No Employee shall be reduced in classification, suspended or removed except for just cause. Further, no form of disciplinary action will be taken except for just cause. Discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, Employee's record of discipline and that Employee's record of performance and conduct in accordance with management rights.

### **Section 2. Records**

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

Written reprimands - Six (6) months

Suspensions less than three (3) days - Twelve (12) months

Suspensions of three (3) days or more - Twenty-four (24) months

B. The sealed records shall be retained in the personnel file and labeled "Disciplinary Records". The Chief may note the existence of the sealed records in administering progressive discipline under this Article but shall not consider the contents thereof solely for the purpose of determining the degree of discipline to be imposed on another Employee, or in connection with a subsequent dissimilar offense. Once sealed, the written records of discipline shall not be opened, unless required by law, or by order of the Chief and in his presence. The Chief shall notify the affected Employee of the issuance of any such order; and of the resealing of the records. After such records have first been sealed, no matter shall be added to or deleted from such records.

## **ARTICLE XXII. Employee Medical Coverage**

**Section 1.** Employee Coverage. The group medical and dental insurance plan now in effect covering Employees, or a plan providing equal or greater benefit, shall remain in effect during the term of this Agreement. The City agrees to contribute a portion of the cost of the Employees' coverage and a portion of the cost of dependent coverage for eligible members of the Employee's family, such portion being set out in Attachment 2 which is attached. The Parties understand and agree that the phrase "equal or greater benefits" does not include the specific medical care provider, including but not limited to the approved physician, pharmacy or other prescription provider, laboratory, the hospital or other facility to be used by the Employee. The medical and dental

insurance plan effective January 1, 2021 is attached hereto and referenced as Attachment 2 for the purpose of establishing existing benefits as defined by this article.

**Section 2. Dependent Coverage.** The Employee may insure eligible dependents, in accordance with provisions of the policy. The City agrees to contribute fifty percent (50%) of the cost of the dependent coverage.

**Section 3. Duration.** The Parties agree that this Article will remain in effect through September 30, 2024 and is not subject to any of the extension provisions contained in this Agreement.

### **ARTICLE XXIII. City Protection for Police Officers**

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

### **ARTICLE XXIV. Assistance to Officers Inflicting or Suffering Injury**

**Section 1.** When an Employee discharges his firearm on or off duty and the discharge causes death or serious injury to any person, the Chief shall immediately place the Employee on temporary non-street duty for a minimum of three (3) days.

A. If, any officer during the performance of their duties, causes death or serious injury to another or sustains a serious injury, the Department will provide psychological counseling for the Employee. The Employee's appointment for counseling will be no later than five (5) working days from the date of the incident.

B. If the Employee is injured, their appointment for counseling will be made on or before the Employee returns to regular duty.

**Section 2.** The Chief, may in cases where an Employee discharges their firearm and the discharge does not cause death or serious injury, grant non-street-duty status as soon as possible to the Employee Non-street-duty status will be granted if it is in the best interest of the Employee and the Department.

**Section 3.** If an Employee during the performance of their duties, is involved in a potentially life-threatening situation to any person, and the Employee requests psychological counseling, the Chief will evaluate this request. It shall be the Employee's responsibility to show cause why such counseling is necessary. The request will be granted if it is in the best interest of the Employee and the Department.

**Section 4.** The cost of any psychological counseling shall be paid for by the City. The Employee will be allowed to attend counseling session(s) while on-duty. If the Employee must attend the scheduled session(s) during off-duty hours, they will be given overtime compensation for the actual time spent at the counseling session.

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

**Section 6.** An Employee inflicting or suffering injury may council with his/her spouse as well as with the department chaplain or another member of clergy of the Employee’s choosing.

## **ARTICLE XXV. Hiring Procedures**

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

**Section 1.** Application for employment may be taken by the Human Resource Department of the City, year-round.

**Section 2.** The following minimum steps shall be followed as reasonably as possible for the filling of vacancies for entry level positions:

- Application;
- Testing for the ability to read and write the English language;
- Medical examination;
- Physical agility test;
- Psychological testing;
- Background investigation;
- Oral interviews; and
- Final selection by Chief

**Section 2.** Probationary Period. There is a one (1) year probationary period for newly hired Employees who are already TCOLE certified. Newly hired Employees who are not TCOLE certified begin their one-year probationary period on the date they become TCOLE certified.

## **ARTICLE XXVI. [RESERVED FOR FUTURE USE]**

## **ARTICLE XXVII. Detective**

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

**ARTICLE XXVIII. Lieutenant**

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

**ARTICLE XXIX. Captain**

**Section 1.** The City’s governing body shall maintain the classification of Captain and shall maintain a minimum of three (3) positions within such classification. This rank shall be placed in the chain of command above the classification of Lieutenant and below the classification of Assistant Police Chief. The Association recognizes that the Department maintains management rights to add to this classification as needed. It is understood that appointments to this classification shall be made as follows:

A. Candidates for promotions to the classified position of Captain must hold the position of Lieutenant, irrespective of years of service in that classification, on or before the date of the written exam. (“Tested Captains”) Candidates will be chosen for promotion according to the following procedure:

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

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

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

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

**Section 2.** The position of Captain will report to and be directly supervised by the Chief, or their designee and be given the duties and functions prescribed by the City.

**Section 3.** Compensation for the Captain position will be at a base pay rate which is no less than 4% above that of Lieutenant. Incentive pays, longevity benefits, and leave accumulations shall be those established this Agreement.

**Section 4.** The position of Captain is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

**Section 5.** Appointed Captains may be removed from the position at the discretion of the City without the right of appeal.

**Section 6.** Individuals removed from the position of Appointed Captain shall retain the right to return to their last attained permanent classification within the police department.

**Section 7.** "Tested Captains" retain all appeal rights under TEX. LOCAL GOV'T CODE, § 143 and this Agreement.

### **ARTICLE XXX. Assistant Police Chief**

**Section 1.** The City's governing body shall create the classification of Assistant Chief and shall create one (1) position within such classification This rank shall be placed in the chain of command above the classification of Captain and below the position of the Chief. The Assistant Police Chief will perform the duties of the Chief in the absence of the Chief of Police. This position is subject to all provisions of TEX. LOCAL GOV'T CODE, § 143.014 with the following exceptions to § 143.014(d)(2) which shall be changed to: "At least be classified as a Lieutenant in the Texas City Police Department."

**Section 2.** The position of Assistant Police Chief shall be governed henceforth by the following provisions and/or conditions:

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

## **ARTICLE XXXI. Miscellaneous**

**Section 1.** The City shall provide three (3) hard copies of this Agreement to the Association along with an electronic version (PDF) and a copy all audio recordings from all collective bargaining sessions.

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

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

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

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

- A. Three (3) years but less than five (5) years of patrol experience = three (3) years as an Employee assigned to the patrol division at the regular hourly pay rate.
- B. Five (5) years and over patrol experience = Max Lateral Entry regular hourly pay rate.
- C. Upon the successful completion of the probationary period, the Employee will be elevated to a four (4) year Employee assigned to the patrol division at the regular hourly rate. The Employee will thereafter progress through the Wage Schedule as if their time credited under this provision was with the Departments. This section affects the Employee's hourly pay rate only and in no way alters an Employee's seniority with the Department.

## **ARTICLE XXXII. Contract Exclusion**

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

Employer only after having given the Association the opportunity to negotiate such proposed new changes.

### **ARTICLE XXXIII. Closing Statements**

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

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

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

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

EXECUTED THIS 29<sup>th</sup> DAY OF September 2021.

TEXAS CITY MUNICIPAL POLICE  
ASSOCIATION, INC.

CITY OF TEXAS CITY, TEXAS

By: Jimmie Reynolds  
President: Jimmie Reynolds

By: Dedrick D. Johnson, Sr.  
Dedrick D. Johnson, Sr., Mayor

By: Brian Berg  
Brian Berg, 1st Vice President

ATTEST:

Negotiation Committee:

By: Laura Boyd  
Laura Boyd, Director of Finance

By: Brad Macik  
Brad Macik

By: Felix Flores  
Felix Flores

By: Matt Macik  
Matt Macik

By: Andrew Robison  
Andrew Robison