

**Collective Bargaining Agreement  
Between  
The City of Del Rio  
and  
Del Rio Police Officers Association**

**March 23, 2013 through September 30, 2015**

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## DEFINITIONS

1. **"Agreement" or "Labor Agreement"**: refers to this Collective Bargaining Agreement negotiated between the City of Del Rio and the Del Rio Police Officers Association.
2. **"Association"**: means the Del Rio Police Officers Association.
3. **"Bargaining Agent"**: refers to duly recognized Association that serves as the exclusive bargaining agent for the Del Rio law enforcement officers under Chapter 174.
4. **"Bargaining Unit"**: means all full time law enforcement officers, except the Chief, as defined by Chapter 174, TLGC, and relevant judicial interpretations of the statute.
5. **"Budget (Fiscal) Year"**: refers to a City's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
6. **"Business Days"**: shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.
7. **"Calendar days"**: means each day inclusive of weekends and holidays.
8. **"Calendar Year"**: refers to a year beginning on January 1 and ending on December 31 of that year.
9. **"CBA"**: refers to this Collective Bargaining Agreement.
10. **"Chapter 143"**: refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;
11. **"Chapter 174"**: refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
12. **"Chief"**: refers to the appointed official who serves as the chief law enforcement authority in Del Rio. References to the Chief or the Chief's Office in this Labor Agreement include the Chief's designated management representatives.
13. **"Chief's Office"**: refers to Police Chief and all personnel under the control and administration department of the City of Del Rio responsible for the provision of law enforcement, crime prevention, incarceration and detention functions, and any other public safety function entrusted to the Chief's Office by the Constitution and laws of the State of Texas.
14. **"City" or "Employer"**: means the City of Del Rio, Texas, its Mayor, City Council Members, City Manager, Police Chief and those persons designated by the City of Del Rio to manage the City and its Police Department.
15. **"City Management"**: refers to the administrative chain of authority within the City's administrative structure within the Chief's Office, as well as within the City Manager's Office and the City Council.



16. **"City Personnel Policy" or "Policy" or "Policies"**: refers to the Del Rio Personnel Manual, or Del Rio Police Department Policy when specified.
17. **"Department"**: unless otherwise specified, means the Del Rio Police Department.
18. **"Employee"**: unless otherwise specified, shall refer to all personnel who qualify as Members of the bargaining unit under Chapter 174, TLGC, and relevant judicial interpretations of this statute;
19. **"Effective Date"**: refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the Association and the Del Rio, Texas;
20. **"Grievance"**: for purposes of this Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.
21. **"Longevity" or "Seniority"**: Total years of service with the Del Rio Police Department from the date the employee became a probationary officer
22. **"Member"**: means either Member of the Association or Member of the bargaining unit.
23. **"Officer"**: means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police.
24. **"Paid Time Off"**: refers to any time period for which an employee is entitled to receive pay without actually being engaged in productive work time.
25. **"Parties"**: refers to the City of Del Rio, Employer, and the Del Rio Police Officer's Association jointly.
26. **"Working days"**: means each calendar day exclusive of weekends and holidays.

## ARTICLE 1 IDENTIFICATION OF THE PARTIES

### **Section 1.**

The Parties to this Agreement are the City of Del Rio, Texas, and the Del Rio Police Officers Association ("DRPOA").

### **Section 2.**

The City of Del Rio, Texas ("City" or "Employer"), is a unit of local government organized under the Constitution and Laws of the State of Texas. It holds all those powers, privileges, duties, and obligations authorized under the Constitution and the Laws of the State of Texas.

### **Section 3.**

The Del Rio Police Officers Association hereafter referred to as "the Association", or "DRPOA", is an Association, as such is defined in Chapter 174, Texas Local Government Code ("TLGC") for the purpose of representing full-time certified and commissioned police officers concerning compensation, hours, grievances, and other conditions of employment affecting Police Officers covered under Chapter 174, TLGC.

### **Section 4.**

References to the City or Employer and the Association or DRPOA jointly shall be to the "Parties."

## **ARTICLE 2** **PURPOSE AND INTENT**

### **Section 1.**

The purpose of this Agreement is to give effect to the collective bargaining rights, privileges, and obligations contemplated under Chapter 174, Texas Local Government Code ("TLGC").

## **ARTICLE 3** **RECOGNITION CLAUSE**

### **Section 1.**

The City of Del Rio hereby recognizes the Del Rio Police Officers Association as the sole and exclusive bargaining agent for all covered Police Officers, in accordance with Chapter 174, TLGC.

### **Section 2.**

This Labor Agreement shall be binding upon the successors and assignees of the Parties during the term of this Agreement.

## **ARTICLE 4** **TERM OF AGREEMENT**

### **Section 1. Three Year Term of the Agreement**

This Labor Agreement shall be effective as of March 23, 2013, and shall remain in full force and effect until September 30, 2015.

**Section 2. One Year Evergreen Clause**

However, if the Parties have not agreed upon a new agreement by end of the contract term specified above, the terms of this Labor Agreement shall thereafter continue in effect until it is superseded by a new agreement, but shall continue no later than September 30, 2016.

**ARTICLE 5**  
**RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES**

**Section 1. Laws Relating to Individual Employee Rights**

Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual officers under state or federal civil rights law which any other public employee outside the Bargaining Unit would otherwise have.

**Section 2. Pre-emption of Chapters 141, 142 or 143**

To the extent that any provision of this agreement conflicts with or changes Chapters 141, 142, or 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174.006 of the Texas Local government Code.

**ARTICLE 6**  
**MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS**

**A. MANAGEMENT RIGHTS**

**Section 1.**

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 143 and 174, TLGC.

**Section 2.**

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- a) General management and administrative control and authority over the Police Department, including its properties, facilities, and equipment, operations, and staffing;
- b) Determination of the Police Department's overall budget from year to year;



- c) Determination of which Police Department programs, functions, and operations to implement;
- d) Determination over the Police Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Chief of Police, the City Manager, or the City Council.
- f) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;
- i) Control of performance, production and service standards within the Police Department.

## **B. MAINTENANCE OF STANDARDS**

### **Section 1.**

All fiscal benefits, privileges, and working conditions existing in the Police Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

### **Section 2.**

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

### **Section 3.**

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

## **ARTICLE 7** **OVERTIME AND HIGHER CLASSIFICATION PAY**

### **Section 1. Purposes and Scope**

The purposes of this Article are:

- A. To state the intent of the City to continue current City practice of calculating hours for overtime and overtime compensation for the duration of this contract; and
- B. To provide requirements for handling temporary assignments of a Corporal or Senior Officer to the higher rank classification of Sergeant and the associated higher classification pay for such assignments.

### **Section 2. Requirements for Higher Classification Pay**

- A. If the Sergeant in Day Patrol Shifts or Night Patrol Shifts will be temporarily absent for an entire shift or longer (e.g., vacation, sick leave, FMLA leave, injury leave, training), solely upon the written direction of the Division Lieutenant or Captain, the Corporal or Senior Officer may then be designated to temporarily serve during the shift or designated time period beyond a single shift as an acting supervisor for the absent Sergeant.
- B. The designated Corporal or Senior Officer is entitled to the base salary of the higher position (the step in the Sergeant grade 4 preceding the Corporal's or Senior Officer's current step in grade 3) plus the Corporal's or Senior Officer's own longevity or seniority pay, educational incentive pay, and certification pay during the time the person performs the duties, if the temporary assignment position lasts one (1) full shift or more.
- C. A Corporal or Senior Officer who works overtime while temporarily filling in for a higher classification, and who is eligible for overtime pay, shall be paid overtime at the appropriate rate as calculated by Human Resources.
- D. The Chief or designee determines the duties and responsibilities on the person assuming the higher rank.

### **Section 3. Statutory Override**

This article supercedes the following sections of the TLGC: Section 141.033, Section 143.038 and Section 142.0015.



**ARTICLE 8**  
**WAGES AND PAYS**

**Section 1. Base Salary and Step Increases**

**A. Year One (Fiscal Year 2012-2013):**

- 1) Base Salary: The base salary increase for the first year of the Agreement shall be zero (0).
- 2) Step Increases: Appendix "B" Pay Table shall continue to be funded for the step increases for the ranks of Police Officer, Senior Police Officer, Corporal, Sergeant, Lieutenant and Captain in the first year of the Agreement.

**B. Year Two (Fiscal Year 2013-2014): For the second year of the Agreement:**

- 1) Step Increases: Appendix "B" Pay Table shall continue to be funded for the step increases for the ranks of Police Officer, Senior Police Officer, Corporal, Sergeant, Lieutenant and Captain in the second year of the Agreement.
- 2) Step Increases Expanded: Appendix "B" Pay Table shall be expanded and funded with a column "J" reflecting a 1.50% increase above column "I".
- 3) Base Salary: The base salary increase for the second year of the Agreement shall be zero (0).

**C. Year Three (Fiscal Year 2014-2015): For the third year of the Agreement:**

- 1) Step Increases: Appendix "B" Pay Table shall continue to be funded for the step increases for the ranks of Police Officer, Senior Police Officer, Corporal, Sergeant, Lieutenant and Captain in the third year of the Agreement.
- 2) Step Increases Expanded: Appendix "B" Pay Table shall be expanded and funded with a column "K" reflecting a 1.50% increase above column "J".
- 3) Base Salary: The base salary increase for the third year of the Agreement shall be zero (0).

**Section 2. Other Pays.**

Certification, degree/education pay, longevity pay, clothing allowance shall continue to be paid as per current City or Department Policy and in the amounts shown below.

A. Certification and Degree/Education Pays

Certification Pay and Degree/Education Pay will continue to be paid to Officers at the following rates with a combined cap of \$200 so that the combination of both an Officer's Certification Pay and Degree/Education Pay do not exceed \$200 per month.

<b>Certificates</b>	<b>Amount of Monthly Benefit</b>
Basic	-0-
Intermediate	\$50.00
Advance	\$75.00
Masters	-0-
<b>Degrees</b>	<b>Amount of Monthly Benefit</b>
Associates	\$75.00
Bachelor	\$125.00
Masters	-0-

B. Longevity Pay

Each Officer shall continue to receive longevity at the current rate of pay as per City or Department Policy.

C. Clothing Allowance

The clothing allowance shall continue to be paid as per City or Department Policy to any Officer assigned to CID in the amount of \$150 every 3 months. This shall be payable to them in the last pay period in March, June, September and December.

**ARTICLE 9**  
**FUNERAL LEAVE**

**Section 1.**

Funeral leave shall be managed in accordance with existing City's personnel policy; however, if the funeral services of the deceased immediate family member will be held in excess of one hundred and fifty (150) miles from Del Rio; or (b) if the deceased is the spouse or child of the Member, regardless of distance, the Member may be afforded up to five (5) days of sick leave instead of three (3) days of sick leave as is current City policy.



## **Section 2.**

For purposes of this Article only, the term "immediate family" is defined the same as the definition used in City's Personnel Policy Section 3.2.

### **ARTICLE 10** **ASSOCIATION BUSINESS LEAVE**

#### **Section 1. Voluntary Association Business Leave Pool of up to 80 Hours.**

- A. An Association Business leave pool of up to 80 hours per fiscal year shall be created with donated vacation time from bargaining unit members who opt in to participate for use by authorized Association representatives for conferences, training or seminars that further the mission of the Del Rio Police Department.
- B. In the first full pay period of each fiscal year, the City will determine which members have a minimum of 10 hours of accumulated vacation leave as of September 30 to make them eligible to donate two hours to the Association Business Leave "ABL" pool. In the second full pay period of the fiscal year, the eligible Association members may submit a City form authorizing the City Finance Department to deduct this vacation time of two hours to the ABL pool for a total amount in the pool of no more than 80 hours. The eligible Association member's requests to donate will be processed in alphabetical order in fiscal years 2012-2013 and 2014-2015. In fiscal year 2013-2014, the eligible Association member's requests to donate will be processed in reverse alphabetical order. Any donated time above the 80 hours will not be accepted by the pool and will be returned to the donating member. Any accumulated ABL time remaining at the end of the fiscal year shall expire and will not remain in the pool to be utilized in the following year. Hours of leave in the ABL pool shall never have any cash or surrender value.

#### **Section 2. Authorization and Use of Association Business Leave**

- A. The Association President or his designee shall make a written request for representatives' use of leave from the ABL pool and submitted in advance for approval by the Chief, including a determination that the occurrence for which ABL time is requested meets the requirements established in Section 1 (A) above before attendance at any function described within this article. The Chief may waive the requirement that the request and approval be in writing. Requests for proper use of ABL time shall be made as far in advance as is practicable. Requests for use of ABL will be considered based on the operational needs. It is the Chief's discretion whether to grant ABL pool use. It is the intent of the City that a request shall not be unreasonably denied. The Association President shall account for all leave time taken under such status through the Chief's Office, and such time shall be subtracted from the ABL pool. There shall be no entitlement for overtime pay for any hours worked on Association business.
- B. It is specifically understood and agreed that ABL pool time shall not be utilized for legislative and/or political activities at the local, state or national level including election



of public officials, City Charter amendments, or legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s).

### **Section 3. INDEMNIFICATION**

**THE ASSOCIATION SHALL JOINTLY DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND ANY DEPARTMENT OF THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY OR ANY DEPARTMENT OF THE CITY FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.**

## **ARTICLE 11** **LABOR RELATIONS COMMITTEE**

### **Section 1. General Purpose**

There shall be a Labor Relations Committee the purpose of which is to act as a forum for informal, non-binding discussion between Association representative and City Management representatives on issue of labor management relations.

### **Section 2. Structure**

The Labor Relations Committee shall be composed of six (6) committee members: three (3) employees selected by the Association to serve on the committee and three (3) employees selected by the City Manager, or his designee, to serve on the committee,

### **Section 3. Scope and Meetings**

A. Any member of the committee may raise issues related to labor management relationship, the maintenance of this Labor Agreement, and other general conditions of employment.

1. Under no circumstance will individualized disciplinary issues be a proper subject of an agenda or discussion of a Labor Relations Committee.

2. The committee shall have no right or authority to amend this Agreement or to abrogate the authority of the City.

B. Meetings of the Labor Relations Committee shall be on an as needed basis, but in no event less than once every three (3) months. This committee shall meet at mutually agreeable dates, times and places.

C. Members who are on duty when a Labor Relations Committee is convened may attend on City time, subject to the staffing needs of the Department, but Members who are not on duty when a Labor Relations Committee is convened shall attend on their own time

## **ARTICLE 12**

### **HIRING**

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

The minimum age for the acceptance of applications for employment for any position in the Department excluding civilian positions is twenty and one half (20 1/2) years of age provided that at the time of graduation from the Training Academy the applicant will have reached his/her twenty-first (21st) birthday.

#### **Section 2. Modified Hiring Process**

##### **A. Applicability**

The Modified Hiring Process applies only to the hiring of experienced police officers who may not need to attend the Department's regular Training Academy program.

##### **B. Eligibility Requirements**

1. The Chief of Police shall establish the eligibility requirements for applicants for the Modified Hiring Process (referred to as "Lateral Hire Applicant.") The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Recruit in the Department's regular Training Academy. The requirements may be modified by the Chief of Police, but shall include at least the following:
  - At the time of application, each Lateral Hire Applicant must be actively employed as a police officer for a municipal, county, federal or state law enforcement agency. Each Lateral Hire Applicant must also have been previously employed, within the past eight (8) years, by a municipal Civil Service agency. Employment by or experience with a school or university law enforcement agency is not acceptable.
  - Each Lateral Hire Applicant shall hold a current peace officer license from the Texas Commission on Law Enforcement Officer Standards and Education



("TCLEOSE") or shall meet criteria established by the Chief for obtaining the TCLEOSE peace officer license.

- Each Lateral Hire Applicant will be subject to and pass a background investigation.
2. The Chief of Police or his designee may, at his or her sole discretion, deny the application of any Lateral Hire Applicant for the Modified Hiring Process and may determine at his or her sole discretion whether a particular Lateral Hire Applicant meets the eligibility requirements.

C. Selection and Placement

1. The Chief of Police shall establish the selection criteria and procedures for the Modified Hiring Process, which need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Recruit in the Department's regular Training Academy. Lateral Hire Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
2. Upon hire, the Lateral Hire Applicant will be placed in the position of "Lateral Hire Police Officer" regardless of any rank or position the officer previously held in another law enforcement agency, to the same extent as if they had been hired under the processes prescribed by Chapter 143. Each Lateral Hire Police Officer must complete a probationary period.

D. Training and Probation

1. The Chief of Police shall establish the training requirements for individuals hired under the Modified Hiring Process. The training period will consist of six (6) weeks with the Chief of Police's option to extend the time period. All Lateral Hire Police Officers hired through the Modified Hiring Process must successfully complete the training requirements.
2. Each Lateral Hire Police Officer shall successfully complete a probationary period of at least twelve (12) months beginning on that person's date of employment as an academy trainee, but not to exceed the probationary period for officers hired through the Department's regular hiring process.

E. Civil Service Status

1. A Lateral Hire Police Officer who successfully completes both the training and probationary period will be placed in the Civil Service classification of Police Officer and automatically becomes a full-fledged Civil Service employee and has full Civil Service protection. Upon hire and until completion of probation, each Officer hired through this Modified Hiring Process is an at-will employee who



may be discharged by the Chief of Police at any time, without notice, without right of appeal or review by any administrative body or court.

2. Upon hire and until completion of probation, an officer hired through the Modified Hiring Process is excluded from the coverage of this Labor Agreement and cannot file grievances pursuant to Article 14.

F. Pay and Seniority

1. The Chief of Police may determine the pay rate for each individual hired under Modified Hiring Process during the training and probationary period that may be equal to the pay rate of a Police Officer 1, Recruit; Police Officer 1A; or Police Officer 1B. Upon successful completion of the training and probationary period, the Chief of Police may determine the pay rate for each Lateral Hire Police Officer hired through this Modified Hiring Process that may be equal to that of a Police Officer 1, Recruit; Police Officer 1A; or Police Officer 1B.
2. Seniority for purposes of longevity pay, promotion, and vacation day picks shall begin on date of hire.

G. Promotional Eligibility

Officers hired through the Modified Hiring Process must meet the same promotional eligibility requirements as Department Police Officers hired through the Department's regular initial hiring process.

H. Implementation

The Modified Hiring Process described by this Article may be used at any time, for any number of applicants, as authorized by the Chief of Police.

I. Override

This Article supercedes the following sections of the TLGC: 143.021(b), 143.021(c), 143.022, 143.023(a), 143.024, 143.025(a), 143.025(b), 143.025(c), 143.025(d), 143.025(e), 143.025(f), 143.025(g), 143.025(i), 143.026, 143.027(a), 143.027(b), and 143.027(d) to allow for an additional hiring process to be used by the Department that does not require a written test to be administered or graded under Chapter 143, or requirement placement on an eligibility list for appointment.

**Section 3. Hiring or Rehiring Under Chapter 143**

The modified hiring process outlined in Section 2 above does not affect either the hiring or rehiring process the City may use under Chapter 143 or the Rules of the Civil Service Commission.

## ARTICLE 13 PROMOTIONS

### **Section 1. Intent**

In adopting this article, the Parties agreed to implement a promotional system for the ranks of Corporal, Sergeant and Lieutenant within the Department to include an assessment process. The Parties believe administering the assessment process will improve the promotional process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the ranks of Corporal, Sergeant and Lieutenant.

The assessment process may be conducted to evaluate the following dimensions of problem solving/analysis, judgment, planning and organization, oral communication, leadership, decisiveness, self initiative, adaptability, interpersonal skills, written communication skills through written and oral resumes, structured interviews, role-playing, memo/report writing, and oral presentation/plan preparation.

### **Section 2. Promotion to Ranks of Corporal, Sergeant and Lieutenant**

- A. The Corporal's, Sergeants' and Lieutenant's promotional procedure will consist of two parts as set out in Appendix "A" to the Agreement to include:

#### Corporal

1. Promotional written exam (100 questions) as 50% of raw score.
2. Participation in an assessment process (10 points possible base score) as 50% of raw score.

#### Sergeant

1. Promotional written exam (100 questions) as 50% of raw score.
2. Participation in an assessment process (10 points possible base score) as 50% of raw score.

#### Lieutenant

1. Promotional Written exam (100 questions) as 40% of raw score.
2. Participation in an assessment process (10 points possible base score) as 60% of raw score.



### Eligibility to proceed to Assessment Process

A minimum score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration and may not participate in the assessment process.

### Additional Points or Points that May Be Deducted

For all three ranks, additional points will be added to a promotional candidate's combined written exam and assessment process raw score for: longevity (one (1) point per year of service in current rank not to exceed ten (10) points); education (highest level only of Associate's Degree at two (2) points, Bachelor's Degree at four (4) points, and Master's Degree at six (6) points); and honorable military service (determined by DD-214) including national guard and reserve at one (1) point per year of completed service up to two (2) points.

For all three ranks, points will be subtracted from a promotional candidate's combined written exam and assessment process raw score for: suspensions (four (4) points per suspension within five (5) years of written exam date) and demotions (six (6) points per demotion within five (5) years of written exam date).

After all points are tabulated, the resulting points will be added or subtracted to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, the candidates will be listed in order highest to lowest of their final score point totals which will constitute the final eligibility list.

- B. Appendix "A" is incorporated as set forth fully herein and made a part of this Agreement. Appendix "A" may be amended by mutual agreement of a joint Labor/Management Committee with approval from the Commission.

### **Section 3. Effect of an Eligibility List Created Under this Article**

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect for one year until its expiration. Any promotional eligibility list created under this Article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement.

### **Section 4. Fairness and Integrity**

This section hereby adapts TLGC Section 143.032 (g) and (h) to apply to the promotional process set forth in this Article and Appendix "A" of the Agreement. The words "promotional examination" or "examination" in Section 143.032 (g) and (h) are hereby replaced with "promotional process". The fairness and integrity of the promotional process is the responsibility of the commission, the director and each municipal employee involved in the preparation or administration of the promotional process.



## **Section 5. Statutory Override**

This Article and Appendix "A" to this Agreement supersede the following sections of the TLGC: Section 143.032 (a) through (f) to provide an assessment process to be administered as part of the promotional selection process, to provide for more flexibility for the timing of grading; Section 143.033 to provide for the process set out in Appendix "A"; Section 143.034 to provide for an assessment process and to preclude appeal of the assessment process; Section 143.035 to provide for the adoption of Appendix A as the Department's alternative promotional system; and Section 143.036 to provide for the promotional process in accordance with this Article and Appendix "A".

## **ARTICLE 14** **GRIEVANCES & GRIEVANCE PROCEDURE**

### **Section 1.**

A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

### **Section 2.**

Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

### **Section 3.**

Only the Association has standing to initiate a grievance under the terms of this Agreement, after consideration of an alleged grievance by a bargaining unit Member or the Association. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and shall include, at minimum, the following information:

1. a brief statement of the grievance, including a description of the facts, date of event/occurrence, and events upon which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and
4. the signature of the Grievance Committee chairman or Association President.

#### **Section 4.**

The President of the Association may file a collective grievance on behalf of multiple aggrieved employees with the Association Grievance Committee within twenty (20) business days, from the time the President knew or should have known of the facts giving rise to the grievance. Members who are asserting claims for monetary relief for prior pay periods must opt in individually, in writing, within thirty (30) calendar days of the initial filing of the grievance in order to receive any monetary award. The Association may seek and obtain prospective relief as to contract provisions or monetary claims without the joinder (opting in) of individual Members.

#### **Section 5.**

Grievances regarding interpretations of this Labor Agreement shall proceed along the following Steps:

**Step 1:** An aggrieved employee must initiate a grievance with the Association Grievance Committee within fifteen (15) Business Days of the date upon which the Member knew of or should have known of the facts giving rise to the grievance. The Association Grievance Committee shall within its discretion determine if a grievance has merit and whether it should proceed to the next step. If the Association Grievance Committee determines that no grievance exists or the grievance will not be forwarded, no further action will be taken. If the Association Grievance Committee determines that the grievance is valid, it shall within fifteen (15) Business Days after receipt of the grievance, proceed to Step 2 of the procedure.

**Step 2:** Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Police Chief and a copy to the City Attorney's Office within five (5) Business Days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance, the Police Chief or designee shall evaluate the grievance and shall within fifteen (15) Business Days submit a response in writing to the Association. After receipt of the grievance, the Police Chief or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

**Step 3:** If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) Business Days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) Business Days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

**Step 4:** If the grievance is not resolved at Step 3, the Association shall have ten (10) Business Days from the receipt of the City Manager's decision to invoke arbitration. Notice of an intent to arbitrate shall be submitted to the City Manager and the Police Chief, but it shall remain the responsibility of the Association to take the necessary and timely steps to invoke the arbitration procedures outlined herein.



## **Section 6.**

Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the Parties, in writing, as necessary to address the substance of the grievance in a reasonable manner.

## **Section 7.**

If the Association does not receive a written response from the Chief of Police in Step 2 or a written response from the City Manager in Step 3, the grievance will be deemed as denied and the Association will then have the ability to forward the grievance to the next step.

# **ARTICLE 15**

## **ARBITRATION: PROCEDURES AND SCOPE**

### **Section 1.**

If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days of the City Manager's final written decision at Step 4 request a list of seven (7) neutrals from either the American Arbitration Association ("AAA"), or the Federal Mediation & Conciliation Service ("FMCS"). The list of neutrals shall consist of arbitrators who are certified by the National Academy of Arbitrators ("NAA"). Nothing in this Agreement shall preclude the Parties from agreeing to a mutually acceptable arbitrator, but failure to agree upon an arbitrator shall not toll the deadlines for invoking arbitration. Copies of any correspondence or communications by the Association to an arbitration agency shall be served upon the City Manager, the City Clerk, and the Chief of Police or their designee.

### **Section 2.**

Within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the Parties shall use a strike procedure whereby an arbitrator is selected by having each Party strike in turn one (1) name from the list until only one (1) name remains. The Party representatives shall determine which Party makes the first strike by a coin toss, such coin toss to be handled by the Case Manager at either AAA or FMCS. The remaining individual on the list of qualified neutrals shall serve as the Arbitrator.

### **Section 3.**

The arbitrator so selected, through the proper agency, shall be promptly notified of his selection and the Parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

### **Section 4.**

The hearing shall be scheduled within thirty (30) days of the selection of the arbitrator, unless otherwise agreed to by the Parties in writing.



#### **Section 5.**

After the arbitrator has been selected and a hearing scheduled, the Parties may, upon written request to each other, call for the disclosure of a list of anticipated witnesses to be called to testify at the hearing, and may similarly call for a list of anticipated documents and exhibits sought to be introduced at the hearing. This request for disclosure shall be made no less than ten (10) business days prior to the date of a scheduled hearing, and the Parties shall have a continuing duty to supplement responses to any such request.

#### **Section 6.**

If the matter is submitted to arbitration under the foregoing terms, the Arbitrator shall adhere to the follow procedures and time-tables:

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and/or,
- B. Those agreed upon by written agreement of the Parties.

#### **Section 7.**

The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

#### **Section 8.**

The Award shall be issued within thirty (30) days after conclusion of the evidentiary hearing, unless an extension is otherwise agreed upon by the Parties. A copy of the award shall be mailed or delivered to the President of the Association, the City Manager and the City's Police Chief and their legal representative.

#### **Section 9.**

Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present Agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

#### **Section 10.**

With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the Parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement

#### **Section 11.**

The cost of the arbitration, including transcription costs shall be borne equally between the Association and the City. If a witness is called by the Association, the Association will bear the cost of the witness. If a witness is called by the City, the City will bear the cost of the witness.

#### **Section 12.**

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

#### **Section 13.**

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both Parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum; provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

#### **Section 14.**

Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure.

### **ARTICLE 16** **MISCELLANEOUS PROVISIONS**

#### **Section 1.**

An officer who is honorably retired after 20 years of service with the Del Rio Police Department shall, at retirement, be given his badge and at his request, may purchase his duty handgun for the fair market price of the hand gun if it were purchased at time of retirement from a reputable gun dealer. If the fair market price of the hand gun is less than \$50.00, it may be given upon request to the qualifying officer at no cost to the officer.

**ARTICLE 17**  
**SAVINGS CLAUSE**

**Section 1.**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**Section 2.**

It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period.

**Section 3.**

Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

**Section 4.**

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



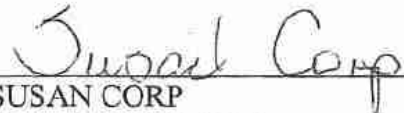
**SIGNATURE & EXECUTION PAGE**

**THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

**THE CITY OF DEL RIO, TEXAS**

(Approved by Del Rio City Council on 12<sup>th</sup> of March, 2013)

By:  Dated: \_\_\_\_\_  
ROBERT A. EADS  
CITY MANAGER

By:  Dated: 3/25/13  
SUSAN CORP  
CITY SECRETARY

APPROVED:

 #1610  
JAMES DEBROW  
POLICE CHIEF

  
SUZANNE WEST  
CITY ATTORNEY

**THE DEL RIO POLICE OFFICERS ASSOCIATION,**

(Ratified by DRPOA Membership on \_\_\_\_ of \_\_\_\_\_, 2013).

By:   
RICK ROMAN  
PRESIDENT, DEL RIO POLICE OFFICERS ASSOCIATION

By:  Dated: 03/27/13  
~~RONZINA A. CORTES~~ Ronzina A. Cortez  
SECRETARY, DEL RIO POLICE OFFICERS ASSOCIATION

## APPENDIX A

### 1. Promotional Process Notification

- a. The Civil Service Director shall publicize each vacancy and shall complete the promotional process to fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs.
- b. No later than ninety (90) days prior to the date a promotional process is to be held the Commission shall post a notice which lists the sources from which the written examination questions will be taken.
- c. The promotional process will be open to all officers having served with the Department for at least 2 years in the rank below before the date the written examination is held.

### 2. Promotional Examination Procedure

The Promotional Examination Procedure will consist of two parts: (1) a written examination consisting of one-hundred (100) multiple choice questions; and (2) participation in an assessment process.

### 3. Promotional Written Examination Criteria

A minimum score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration and may not participate in the assessment process.

All eligible promotional candidates shall be given the written examination in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on activity military duty outside of this state or in allocation that is not within reasonable geographic proximity to the location where the test is being administered. In this case, the provisions of TLGC section 143.032(b) will be enacted to satisfy the regulations of The Uniformed Services Employment and Reemployment Rights Act (USERRA.). If the promotional candidate will continue to be on active military duty on the date(s) of the scheduled assessment process, the candidate will not be required to participate in the assessment process and the written examination score shall account for one-hundred percent (100%) of the final overall score.

Each written examination shall be graded upon an applicants' completion of the examination.

The grading of each written examination shall be completed at the examination site and in the presence of the applicant who requests it.



#### 4. Promotional Examination Assessment Process Criteria

The Assessment Process shall be administered by the Department with the participation of a five (5) person assessment board selected by the Department head of four (4) members from an outside law enforcement agency being of equal or higher rank of the position being tested for and the Human Resources Director for the City, or his or her designee. For outside law enforcement participants, their respective agencies must oversee a population area of 25,000 or more. For law enforcement participants, they shall have two (2) or more years of experience in the promoted or equivalent rank and shall not be related to any candidates for promotion, and shall not be known, beyond mere acquaintance, any candidates for promotion.

All supervisors may be directed by the Department head to design adequate tests, scenarios, and situations to measure the dimensions of Sergeant and Lieutenant. The tasks assigned to the candidates shall be appropriately related to the duties of a Corporal, Sergeant and Lieutenant with the Department.

The candidates may attend an orientation session on the assessment process.

#### 5. Tabulation of Final Scores for Corporal, Sergeant and Lieutenant

A. Corporal: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:

- 1) The candidate's passing written examination score and multiplied by 5 to account for 50 percent of the candidate's raw score; and adding
- 2) The candidate's assessment process score (10 point scale) multiplied by 50 to account for 50 percent of the candidate's raw score.
- 3) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DD-214) including national guard and reserve at 1 point per year of completed service up to 2 points.
- 4) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
- 5) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.

B. Sergeant: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:

- 6) The candidate's passing written examination score and multiplied by 5 to account for 50 percent of the candidate's raw score; and adding
- 7) The candidate's assessment process score (10 point scale) multiplied by 50 to account for 50 percent of the candidate's raw score.



- 8) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DD-214) including national guard and reserve at 1 point per year of completed service up to 2 points.
  - 9) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
  - 10) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.
- C. Lieutenant: The grade to be placed on the eligibility list for each candidate shall be based on the candidate's Final Score and shall be computed by taking:
- 1) The candidate's passing written examination score and multiplied by 4 to account for 40 percent of the candidate's raw score; and adding
  - 2) The candidate's assessment process score (10 point scale) multiplied by 60 to account for 60 percent of the candidate's raw score.
  - 3) Additional points will be added to a promotional candidate's raw score for: longevity (1 point per year of service in current rank not to exceed 10 points); education (highest level only of Associate's Degree at 2 points, Bachelor's Degree at 4 points, and Master's Degree at 6 points); and honorable military service (determined by DDT 14) including national guard and reserve at 1 point per year of completed service up to 2 points.
  - 4) Points will be subtracted from a promotional candidate's raw score for: suspensions (4 points per suspension within 5 years of written exam date) and demotions (6 points per demotion within 5 years of written exam date).
  - 5) The candidate's Final Score will be the candidate's raw score, plus and minus and points as outlined above.

Examples:

1. Subject is testing for Corporal. Written test result is 81 questions correct and multiplied by 5. Assessment Board score is 6 (multiplied by 50 for 300 points). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 x 5 = 405
Assessment Board	6 x 50 = 300
Additional Points	13
<b>Total Points</b>	<b>718</b>

2. Subject is testing for Sergeant. Written test result is 96 questions correct and multiplied by 5. Assessment Board score is 8 (multiplied by 50 for 400 points). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts 1. Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	$96 \times 5 = 480$
Assessment Board	$8 \times 50 = 400$
Additional Points	12
<b>Total Points</b>	<b>892</b>

3. Subject is testing for Lieutenant. Written test result is 96 questions correct and multiplied by 4. Assessment Board score is 8 (multiplied by 60 for 480 points). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts]. Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	$96 \times 4 = 384$
Assessment Board	$8 \times 60 = 480$
Additional Points	12
<b>Total Points</b>	<b>876</b>

6. Order of Eligibility List

Candidates shall be placed on an eligibility roster according to their Final score, highest to lowest. If the Final scores of two or more candidates are tied, the following will be used to break the tie in the following order until the tie is broken: (a) date of rank; (b) date of service as a Police Officer; (c) date of service with the City of Del Rio; and (d) lottery developed by the City. This list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for one year from the date the eligibility list is finalized.

7. No Appeal of Assessment Process

While the written test portion of the promotional process remains subject to appeal as set forth under 143, the assessment process portion may not be subject to appeal or dispute by any candidate.

8. Discretion Retained by Department Head

The Department head shall retain discretion for promotions as set forth in Chapter 143 of the TLGC.



# **APPENDIX B—PAY TABLE**

## **CITY OF DEL RIO / PAY TABLE/ POLICE DRAFT COLUMN K)**

§4			STEPS →					STEPS →					
POSITION	GRADE		Recruit	B	C	D	E	F	G	H	I	J	K
PO	1	H	11.02	16.20	16.85	17.52	18.22	18.95	19.71	20.50	21.32	21.64	21.96
		B	961.54	1,296.00	1,347.84	1,401.75	1,457.82	1,516.13	1,576.77	1,639.84	1,705.44	1,771.02	1,756.98
		A	25,000.00	33,696.00	35,043.84	36,445.56	37,903.32	39,419.40	40,996.08	42,635.88	44,341.32	45,000.44	45,693.54
SR OFF	2	H			18.20	18.92	19.68	20.47	21.29	22.14	23.02	23.37	23.72
		B			1,455.66	1,513.89	1,574.44	1,637.42	1,702.91	1,771.02	1,841.87	1,869.49	1,897.54
		A			37,847.23	39,361.63	40,935.48	42,572.88	44,275.65	46,046.64	47,888.51	48,696.84	49,335.94
CORPORAL	3	H				20.44	21.26	22.11	22.99	23.91	24.87	25.24	25.62
		B				1,635.00	1,700.40	1,768.42	1,839.15	1,912.72	1,989.23	2,019.06	2,049.35
		A				42,510.12	44,210.52	45,978.84	47,817.96	49,730.64	51,719.87	52,495.67	53,283.10
SGT	4	H					22.96	23.87	24.83	25.82	26.85	27.26	27.67
		B					1,836.43	1,909.88	1,986.28	2,065.73	2,148.36	2,180.58	2,213.29
		A					47,747.16	49,656.96	51,643.20	53,708.88	55,857.24	56,695.19	57,545.53
LT	5	H						25.78	26.81	27.89	29.00	29.44	29.88
		B						2,062.67	2,145.17	2,230.95	2,320.21	2,355.02	2,390.34
		A						53,629.32	55,774.44	58,005.36	60,325.57	61,210.46	62,148.91
CPT	6	H							30.45	31.67	32.93	33.43	33.93
		B							2,432.92	2,533.36	2,634.69	2,674.21	2,714.32
		A							63,334.01	65,867.27	68,501.96	69,529.49	70,572.43
CHF	11	H		31.53	32.79	34.10	35.46	36.85	38.36	39.89	41.49	42.11	42.74
		B		1,522.14	1,623.02	1,727.94	1,837.05	1,950.53	2,068.55	2,191.28	2,318.94	2,368.73	2,419.26
		A		65,575.53	68,183.46	70,926.32	73,763.32	76,713.79	79,782.28	81,973.54	86,292.45	87,596.87	88,900.68

### NOTES:

- 1) Proposed table for Fiscal Year 2012-2013, Starting October 1, 2012.
- 2) Add Step J (a 1.5% increase from Step I). Those in I would move to Step J on anniversary date after 10/1/11.
- 3) Add Step K (a 1.5% increase from Step J). Those in J would move to Step K on anniversary date after 10/1/11.