

AGREEMENT BETWEEN

CITY OF PORT ARTHUR, TEXAS

AND

THE PORT ARTHUR POLICE ASSOCIATION

EFFECTIVE FROM 10/01/08 THROUGH 9/30/11

DATE RATIFIED BY THE PAPA: _____

DATE RATIFIED BY THE CPA: _____

	<u>Page</u>
ARTICLE XXVII - COMPENSATORY/OVERTIME PAY.....	32
ARTICLE XXVIII - JURY DUTY.....	33
ARTICLE XXIX - LEAVES OF ABSENCE.....	33
ARTICLE XXX - DISCIPLINARY ACTIONS.....	34
ARTICLE XXXI - BILL OF RIGHTS	34
ARTICLE XXXII - MEDICAL AND DENTAL INSURANCE.....	39
ARTICLE XXXIII - BULLET PROOF VESTS.....	39
ARTICLE XXXIV - RETIREMENT.....	40
ARTICLE XXXV - PATROL CAR PROTECTIVE CAGES	40
ARTICLE XXXVI - CLOTHING AND EQUIPMENT	40
ARTICLE XXXVII - PSYCHOLOGICAL SERVICES.....	41
ARTICLE XXXVIII - FAMILY MEDICAL LEAVE ACT.....	42
ARTICLE XXXIX - ASSOCIATION LEAVE.....	43
ARTICLE XL - SAVINGS CLAUSE.....	43
ARTICLE XLI - DRUG AND ALCOHOL POLICY.....	44
ARTICLE XLII - INCLEMENT WEATHER	44
ARTICLE XLIII - FULL AND FINAL SCOPE OF THE AGREEMENT	45
ATTACHMENT 1 - RELEASE OF LIABILITY AGREEMENT	46
ATTACHMENT 2 - RESIDENCY INCENTIVE CHART.....	

ARTICLE III

DEFINITIONS

- A. "Association" means the Port Arthur Police Association.
- B. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
- C. "Chief" means the Chief of Police of the City of Port Arthur, or his designee.
- D. "City" means the City of Port Arthur.
- E. "City Manager" means the City Manager of the City of Port Arthur.
- F. "Complainant" means a person claiming to be the victim of misconduct by a police officer.
- G. "Department" means the Police Department of the City of Port Arthur.
- H. "Employee" (also referred to as "officers") means any sworn Police Officer employed in the Police Department of the City, with the exception of the Chief of Police and no more three (3) appointees of the Chief above the rank of Captain, as defined under Section V of the Promotions Article of this contract; provided, however, such employee must be required by applicable state law to be included in this bargaining unit.
- I. "Bargaining Unit" means all "employees" as defined above.
- J. "Gender" reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

Constitution, Chapter 143 of the Texas Local Government Code, and other applicable statutes. It is understood that matters subject to collective bargaining shall be primarily dealt with by the appointed representatives.

ARTICLE V

ASSOCIATION RIGHTS

Section I

The City shall deduct, once each month, Association dues and assessments in an amount authorized by the employee, from the pay of those employees who individually request, in writing, that such deduction be made. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions and other assessments must personally sign the appropriate form in the Police Department.

All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the Association with a list of those members for whom dues are deducted each month.

Section II

The Board shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits, shall be conducted in a manner so as not to interfere with the functions of the Department.

The Association's negotiating team, not to exceed four (4) members, shall be permitted without loss of pay to prepare bargaining proposals (not to exceed eight (8) hours per person per fiscal year when negotiations take place) and to attend

negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions.

The Association President may, without loss of pay, carry out the duties set forth in this Agreement so long as manpower requirements permit and prior approval is granted by the Chief. Such approval shall not be unreasonably withheld.

The Association President shall be permitted, without loss of pay, to attend the annual convention of the Combined Law Enforcement Associations of Texas. The purpose of attendance shall be to continue education in labor relations and to obtain information and material for the promotion of better working conditions and morale for the members of the Port Arthur Police Department. Such leave shall not exceed two (2) working days per calendar year.

Section III

The Association may maintain one (1) bulletin board at the police station. The bulletin board shall be no larger than two feet by four feet and placed in a conspicuous location. The board may be used for notices of recreation and social affairs, meetings, elections, reports of Association committees, rulings or policies of the State or National Association, legislative enactments and judicial decisions affecting public employee labor relations, and announcements pertaining to the political activities of the Association. The Association agrees to hold harmless, and indemnify the City for any and all legal actions arising from or resulting from, materials placed on the

Association's bulletin board as shown in this section.

Section IV

Members of the Board who are on duty shall be permitted to attend without loss of pay the regularly scheduled monthly board meetings, and up to two (2) specially called Board meetings per fiscal year. Any such attendance shall not exceed one and one-half (1 1/2) hours per meeting. Such members of the Board who are on duty shall be subject to emergency recall, and the Association shall insure the immediate response capability of these officers.

The Association President or his designee shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed a total of fifteen (15) minutes. Prior to speaking at such roll calls, the Association representative shall notify the shift supervisor no less than two (2) hours prior to roll call of the subject matter to be discussed.

ARTICLE VI

NON-DISCRIMINATION

Section I

The Chief shall make available to every employee a copy of all special orders, general orders, training bulletins, city personnel policy, police department operations manual, rules and regulations, and a copy of this Agreement.

Section II

The Association and the City agree:

- A. That the provisions of this agreement shall be applied equally to all employees without discrimination in accordance with applicable laws and that they shall not interfere with,

restrain, or coerce employees in the exercise of rights granted in this Agreement.

- B. That neither party shall knowingly make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, or modifies, any provision of this Agreement.
- C. That neither party shall violate the obligation to bargain in good faith set forth in Section 174.105 Local Government Code, V.T.C.S.
- D. No Association official, representative, or agent of the Association shall coerce, discriminate, intimidate, threaten or otherwise attempt to compel a non-Association employee to join the Association.

Section III

The City shall not unlawfully:

- A. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, as described in Article IV, Section I, (RECOGNITION) to another labor organization that can be certified under Section 174 et seq. Local Government Code, V.T.C.S. as an exclusive bargaining representative.

- B. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- C. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by any employee organization.

ARTICLE VII

MAINTENANCE OF STANDARDS

Subject to other provisions of this agreement, substantial economic benefits that are not covered by the terms of this agreement or are outside of the acknowledged rights of management and that are mandatory subjects of bargaining and constitute past practices under settled arbitration law shall be continued during the term of this agreement. The parties may mutually agree otherwise.

The employer has the right to change directives set out in its Police Policy Manual; however, if the employer fails to follow the directives set out in its Police Policy Manual, such action shall be grievable under the Grievance Procedure of this Agreement.

ARTICLE VIII

MANAGEMENT RIGHTS

It is understood that the management and direction of the working force is vested exclusively in the City as the Employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the working force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

The City's right of management shall not be amended or limited by any claim the City has condoned or tolerated any practice or any acts of any employees. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by state statutes unless said rights are changed by the terms of this Agreement.

ARTICLE IX

NO STRIKE CLAUSE

Section I

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee in the City. The City shall not lock out any employee.

Section II

In the event of a strike, the President of the Association shall, within 24 hours of such knowledge, publicly disavow such strike and request the employees to return to work in an attempt to bring about prompt resumption of the normal operations. Such request shall be made in writing. A copy of such written request shall be supplied to the City as soon as is practical.

Section III

Any employee who participates in, or promotes a strike, as defined herein, may be disciplined, including dismissal, pursuant to the Disciplinary Article contained in this Agreement.

ARTICLE X

SUPREMACY CLAUSE

The terms of this collective bargaining agreement shall take precedence over inconsistent or conflicting provisions of the Texas Municipal Civil Service Statute, Chapter 143, Vernon's Texas Codes Annotated, as amended, and any local civil service provisions adopted by the City.

ARTICLE XI

CREATION OF RULES AND REGULATIONS

Section I

Subject to the terms of this Agreement, the Association recognizes that the City has the exclusive right to manage and direct the Police Department. Accordingly, the City specifically reserves the exclusive right to formulate departmental policy, rules and regulations.

Section II

All employees must observe and obey all departmental rules and regulations. Employees who violate any departmental rules or regulations are subject to disciplinary action, including discharge.

ARTICLE XII

HIRING PRACTICES

Section I

Hiring practices shall be strictly in compliance with State Civil Service and other state and federal laws except as specifically altered and set out herein. Additionally, hiring practices shall comply with Section 9.11, 9.13, 9.16, 9.17, 9.20, 9.23, and 9.24 of local civil service rules as in effect on August

5, 2005, except as specifically altered and set out herein:

- (1) The maximum age for applicants who have no prior military or police experience shall be forty (40) years of age. The maximum age for applicants who have prior military or police experience shall be forty-five (45) years of age.
- (2) Once an eligibility list has been established pursuant to State Civil Service laws and local civil service rules, the Chief of Police may hire any person, without regard for ranking or position on the list, who has been qualified to be on the eligibility list if the person meets all other criteria required by state and federal laws to be hired as a police officer.

The City may add seven (7) residency points to the final eligibility score of all applicants who can prove they are, and have been, for three (3) months prior to the examination date, bona fide residents of the City of Port Arthur, and who attain a raw score of seventy (70).

Individuals accepting residency points shall be required to remain Port Arthur residents for a period of five (5) years after appointment as a Port Arthur Police Officer. Those employees who fail to comply with the five (5) year residency requirement after receiving the additional residency points shall be subject to termination. Said points may be used in the City's hiring determination. In the event that this Article becomes the subject of litigation, the City of Port

Arthur agrees that it shall indemnify, hold harmless, and provide defense for the Union and any or all Union Officers who are subjects of such litigation.

Section II

Any existing eligibility list for beginning police officer position shall become void with the effective date of this contract.

ARTICLE XIII

PROMOTIONS

Section I

All promotions shall be made in accordance with Municipal Civil Service, Chapter 143, of the Local Government Code of the State of Texas, except as inconsistent with or modified by the terms of this Agreement.

Promotable positions in the Department shall include the rank of Sergeant, Lieutenant, Captain, with the sole exception of those three (3) positions specifically addressed in Section IV of this Article. If no current promotion eligibility list exists, the written examination shall be held within ninety (90) days after a vacancy occurs.

Section II

Written test material for all promotional examinations may include all or any combination of the following source material; Texas Penal Code, Texas Code of Criminal Procedures, Texas Traffic Laws, Texas Family Code, and no more than two (2) other sources which pertain to the position being tested. The City agrees to provide all source material to each individual officer taking the exam.

Section III

Promotional examinations will be held in accordance with the provisions of Local Government Code 143.

Section IV

The Chief of Police may appoint from the bargaining unit, at his sole discretion, three (3) positions below the rank of Chief. Those appointed shall serve at the pleasure of the Chief of Police and may be demoted to their previously held civil service rank without cause.

In no event shall any demoted appointee cause another member of the bargaining unit to be demoted because of the appointee's returning to a civil service position. The City shall authorize additional staffing positions in order to avoid such "bumping"; however, the City may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of positions.

If the Chief makes known to the bargaining unit his intent to fill any or all three of the appointed positions or to reappoint in the event of a vacancy, and no bargaining unit member applies for such appointment within 30 days of notification, the Chief may consider appointment from outside the bargaining unit for that position on that occasion.

Section V

A re-opener is hereby authorized in the second year of the contract for the design and implementation of an assessment center process as part of the promotional process for promotable positions.

Section VI

If a tie for a promotional rank occurs, the first tiebreaker shall be the raw score, then seniority as determined by this agreement. If there is still a tie, then the tiebreaker will be determined by the date his/her employment application was turned in.

ARTICLE XIV

SENIORITY

Section I

Bargaining unit members hired after the effective date of this contract shall have seniority determined by date of appointment as a Port Arthur police officer or date of rank, whichever is applicable for the circumstances as determined by language in this contract.

Seniority shall be the sole factor in layoff and recall, with the least senior being first subject to layoff and the most senior first subject to recall. In the event of a tie in the seniority of two or more officers, the officer placing highest on the hiring or promotional list shall be the senior.

Section II

Adjusted Service Date for Police Officers is the date established by adjusting an employee's anniversary date to reflect service completed while employed in a regular or probationary status as a Port Arthur Police Officer prior to current employment period. An employee must be re-employed by the City's Police Department as a Police Officer for five (5) continuous years before prior service credit may be restored and an adjusted service date established.

Service credit shall not be given for time out of service. Police Officers who have, or reach, five (5) years of continuous re-employment following a separation shall be eligible for service credit restoration hereunder.

ARTICLE XV

TRAINING

The City will comply with minimal TCLEOSE training requirements. Further the City will endeavor to provide additional training above TCLEOSE minimums as determined by the Police Chief's assessment of Departmental needs. Required and approved training time will be deemed time worked.

ARTICLE XVI

OFF-DUTY EMPLOYMENT

Officers shall be permitted to work off-duty employment consistent with guidelines established by the Department. Permission to work such jobs shall not be arbitrarily withheld and no officer shall be required to perform off-duty employment. This shall not be construed to allow refusal to work overtime.

Off-duty employment not related to police work shall be permitted except in cases where such employment would adversely affect the officer's ability to perform his duties as a police officer.

Officers permitted to take an off-duty assignment outside the City of Port Arthur shall not wear the City of Port Arthur police uniform unless specifically authorized by the Chief.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section I (Scope of Procedure)

A grievance is defined as a claim that an express provision of this agreement has been violated. Only grievances involving the interpretation, application, or alleged violation of a specific clause of this agreement may be submitted to the grievance procedure.

Section II (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 Step One (1) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any deadline or time restrictions set out in this Contract with respect to grievance proceedings may be modified by written agreement of the parties, however, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

Section III (Steps)

A grievance as defined above shall be handled as follows:

Step 1. Each employee is encouraged to attempt an informal solution to impending grievances by verbally apprising his immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the employee

chooses to by-pass an informal resolution attempt, he shall submit the issue in writing to Association Grievance Committee or the Association President, within seven (7) calendar days of the employee's actual or constructive knowledge of the occurrence of the event causing the problem.

The Association Grievance Committee shall meet and determine if a grievance exists within fourteen (14) calendar days of submission by the employee.

In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved employee, shall proceed to Step 2. In the event that the Grievance

Committee decides that no grievance exists, there shall be no further action taken under this procedure.

Submission of the grievance by the Association at Step 2 within twenty-one (21) days of the employee's actual or constructive knowledge of the occurrence of the event causing the problem, shall be considered proof of compliance of the seven (7) and fourteen (14) day time limitations at this step.

Step 2. If a grievance is believed to exist, it shall be presented in writing to the Chief and shall include (1) a statement of the grievance and all facts on which it is based; (2) the sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature; and (5) the date and the signature of the Chairman of the Association's Grievance Committee and/or the President of the Association. The Chief shall have fifteen (15)

calendar days to act on the grievance and render a decision in writing to said Chairman and/or the President of the Association.

Step 3. If the grievance is not resolved at Step 2, the matter shall be submitted in writing to the City Manager within seven (7) calendar days from receipt of the decision at Step 2.

The City Manager shall submit a decision in writing within twenty (20) calendar days to the Chairman of the Association's Grievance Committee and/or the President of the Association.

If the grievance has not been settled at Step 3, the Association shall have ten (10) calendar days from the date the City Manager submits his written decision to the President and/or Grievance Committee Chairman of the Association, in which to appeal the grievance to arbitration for adjustment. The appeal shall be submitted in writing to the City Manager.

Section IV (Special Grievances)

The President of the Association or his designee may file a class action grievance on behalf of any bargaining unit members pursuant to this Article.

Section V (Arbitration)

If a grievance is submitted to arbitration, the City and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) arbitrators who are active members of the National Academy of Arbitrators shall be requested jointly or by either of the parties

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 American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at this decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined 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. Provided, however, the parties reserve the right to appeal to the District Court in Jefferson County, Texas, on the grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction or that the decision was procured by fraud, collusion or other unlawful means.

The costs of the Arbitrator shall be shared equally by the parties. Any other costs shall be assumed by the party incurring such costs, except that employees of the City of Port Arthur who are called as witnesses for either side shall not be penalized by attendance at a hearing while on duty.

ARTICLE XVIII

WAGES

Section I

Monthly base salaries for regular hours of work effective
10/01/08 through 9/30/11:

	10/01/2008	10/01/2009	10/01/2010
Police Officer			
Entry	\$3,257.66	\$3,420.54	\$3,608.67
1 Year	\$3,654.41	\$3,837.13	\$4,048.18
2 Years	\$3,798.59	\$3,988.52	\$4,207.89
5 Years	\$3,948.54	\$4,145.97	\$4,373.99
7 Years	\$4,104.47	\$4,309.70	\$4,546.73
10 Years	\$4,216.66	\$4,427.49	\$4,671.00
12 Years	\$4,385.32	\$4,604.59	\$4,857.84
15 Years	\$4,560.74	\$4,788.77	\$5,052.15
20 Years	\$4,743.16	\$4,980.32	\$5,254.24
Sergeant			
Start	\$4,880.00	\$5,224.00	\$5,511.32
6 Months	\$5,071.20	\$5,424.76	\$5,723.12
Lieutenant			
Start	\$5,319.76	\$5,685.75	\$5,998.47
6 Months	\$5,528.56	\$5,904.98	\$6,229.76
Captain			
Start	\$5,645.70	\$5,927.98	\$6,254.02
6 Months	\$5,871.52	\$6,165.10	\$6,504.18

Section II

Annual regular hours are based on 40 hours per week for total annual regular hours of 2,080 hours for all bargaining unit personnel.

Section III

City of Port Arthur Police Officers who provides proof of receipt of certification at the following levels shall receive certification pay in the amounts, only at the highest level of certification:

POLICE OFFICER LEVEL	CURRENT
Intermediate	\$ 50.00
Advanced	\$100.00
Master	\$150.00

All certifications shall be issued by TCLEOSE. Officers who pay the twenty-five dollar (\$25.00) administrative fee and receive the Master Police Officer certification from TCLEOSE will be reimbursed the twenty-five dollar (\$25.00) administrative fee.

Section IV

The City will issue paychecks based on a two-week pay period.

Section V

Employees who work the evening shift shall receive the following shift differential:

\$.45/hour for each hour worked

Employees who work the graveyard shift shall receive the following shift differential:

\$.50/hour for each hour worked

ARTICLE XIX

FIELD TRAINING OFFICER PAY

The Chief shall compensate Field Training Officers an additional One Hundred Dollars (\$100.00) per month for service as Field Training Officer.

ARTICLE XX

COURT PAY

Officers required to attend court or any other hearings as a result of employment as a police officer during off-duty time shall be paid at the rate of time and one-half with a two (2) hour minimum provided the employee qualified for overtime compensation pursuant to Article XXVII. An employee shall not be considered actively at work if the employee is on sick leave during the work week. Regular duty time spent in court will be paid at straight time. In cases of out of town appearances the actual time spent traveling to and from court shall be treated the same as time spent in court.

ARTICLE XXI

BILINGUAL PAY

Officers demonstrating bilingual proficiency in a second language shall receive an additional fifty (\$50.00) dollars per month, in addition to any other compensation they may receive.

The process for demonstrating bilingual proficiency and the number of officers to receive bilingual pay shall be determined by the City. The Chief of Police will provide a list of approved languages for which officers shall receive the bilingual pay rate.

Bilingual pay status, once attained, shall not be taken away without recourse by the affected employee, if desired, to the

Grievance Procedure, Section XVII, of this agreement.

ARTICLE XXII

PER DIEM

Association members shall receive a thirty-eight dollars (\$38.00) per diem allowance with no receipts required for all authorized overnight, out-of-town, City Business travel. Should the per diem allowance for non-civil service employees be changed, the per diem allowance for bargaining unit members shall be changed to the same amount.

ARTICLE XXIII

RESIDENCY INCENTIVE

The City will provide \$2,500.00 (subject to applicable taxes) for down payment and closing cost expenses to those employees who elect to purchase and move into a home in a non-target area of the City.

The City will provide \$4,000.00 (subject to applicable taxes) for down payment and closing cost expenses to those employees who elect to purchase and move into a home in a target area of the City as denoted in Attachment 2 to the contract.

It is the intent of this Article that employees shall qualify for moving cost reimbursement expenses, and down payment and closing cost assistance only once during the employee's employment history with the City.

The City will provide \$500.00 in moving cost assistance to employees who elect to move into the City and rent or lease residence, plus \$100.00/month rental assistance for those that rent/lease in a non-target area, or \$200.00/month for those that rent/lease in a target area.

For those employees who own and reside within the City, the City will provide \$150.00/month housing expense to those who reside in a non-target area and \$300.00/month to those employees who reside in a target area.

Employees moving into the City and receiving monies for either down payment and closing cost expenses, or moving cost assistance as delineated above who move out of the City within three (3) years of receipt will be required to pay back to the City a pro rata share of the amount received.

NOTE: Residency Incentive Chart included as Attachment 2 -- shaded portions indicate the target areas.

ARTICLE XXIV

ANNUAL LEAVE (VACATION/HOLIDAYS)

Section I

The City shall provide each officer with annual leave in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Vacation</u>	<u>Holidays</u>	<u>Total</u>
1 through 9	15 Days	10 Days	25 Days
10 through 19	21 Days	10 Days	31 Days
20 through 24	27 Days	10 Days	37 Days
25 or more	30 Days	10 Days	40 Days

Section II

Officers are encouraged to use their paid time off. However, the Chief may permit officers to carry over up to fifteen (15) days. Such permission shall not be arbitrarily withheld and if such permission is denied the officer shall receive compensation for such time up to fifteen (15) days at straight time, unless time exists in the year to schedule the time off.

Section III

With approval, annual leave may be taken one day at a time. Such approval shall not be arbitrarily withheld.

Section IV

Upon separation from employment, officers shall be paid for all accrued, earned, unused, annual (i.e. vacation, holidays, and compensatory time) leave at the straight time rate. If more annual leave is used than earned, the officer shall remit the appropriate pro rata amount to the City.

In the event that an officer is killed in the line of duty, the City shall pay to the officer's beneficiary all accumulated vacation, holiday, compensatory and sick time within two regular City pay periods.

ARTICLE XXV

SICK LEAVE

Section I

Sick leave shall be accumulated and paid in compliance with the Texas Local Government Code, Section 143.045 except as otherwise agreed to in this Article. Sick leave is to be used for the purpose of providing wage continuation when an employee is incapacitated due to a bona fide illness, medical treatment, and for exposure to contagious disease when the employee's presence and duties may jeopardize the health of others.

Section II

At the time of termination, Officers hired on or before May 31, 1989, shall be paid, as a part of his terminal pay, for any unused accumulated sick leave, not to exceed 1120 hours. Those Officers hired on or after June 1, 1989, shall be paid for unused,

accumulated sick leave, not to exceed 720 hours.

Section III

As a condition to receiving paid sick leave, the employee must notify an on-duty supervisor of his absence as early as possible. It is expected this notification will not be less than one hour before his regularly scheduled starting time.

Section IV

The City may at any time require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury for more than five consecutive days. The City reserves the right to other verification to ascertain whether a bona fide illness exists if

the employee is on sick leave more than five consecutive days or the City reasonably suspects the employee of sick leave abuse. The City may request employees to advise of their whereabouts during sick leave.

Section V

Sick leave shall accrue according to the following formula: 1.25 days for each month employed in a calendar year (maximum of 15 days for 12 months).

Section VI

Any unapproved use of sick leave may lead to disciplinary action up to and including discharge.

ARTICLE XXVI

FUNERAL LEAVE

Section I

In the event of a death in the immediate family of an employee covered by this agreement, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the emergency. Immediate family shall be defined as follows: spouse and children, mother, father, brother, sister, and grandparents of the employee and the employee's spouse.

Section II

All leaves under this clause shall be approved by the Chief or his designated representative.

ARTICLE XXVII

COMPENSATORY/OVERTIME PAY

All work performed by an officer in excess of forty (40) hours during the normal work week shall be deemed overtime and shall be compensated on the basis of time and one-half the officer's regular rate of pay in salary or compensatory time. Officers shall qualify for overtime compensation only when they have been actively at work for forty (40) hours during the work week. Each officer may elect which method of compensation he prefers for each instance of overtime worked, except that the City may elect to limit accumulation of compensatory time to eighty (80) hours. Excused absences with pay (i.e. vacation, holiday, compensatory time, death in family leave) shall be deemed as days worked for purposes of qualifying for overtime at the rate of time and one-half.

Sick leave shall not be deemed as days worked for purposes of

qualifying for overtime at the rate of time and one-half.

Employees who are called back to work from off-duty shall be guaranteed a minimum of two hours.

Upon termination from employment with the Department, an officer will be paid in full for all compensatory time accumulated under this section.

ARTICLE XXVIII

JURY DUTY

When an officer is called to jury duty on a workday, he shall be compensated at his regular rate of pay (excluding overtime). Officers shall be granted one (1) hour travel time each way. In order to receive such pay and benefits, the officer may be required to present official notification of jury service to his immediate supervisor. By written request, the City may require officers to reimburse any monies paid by federal courts for such service.

ARTICLE XXIX

LEAVES OF ABSENCE

Section I (Unpaid)

The City will consider written requests for unpaid leaves of absence. If granted, no benefits accrue or are payable during an unpaid leave of absence. The City has the discretion to approve any and all requests for leaves of absences.

Section II (Military Leave)

Any officer serving in any branch of the armed services reserves who is called to active duty due to a declared national emergency shall receive differential pay from the City for a period of up to ninety (90) days. Such differential pay shall be

equal to the difference between the regular pay that the officer would have been entitled to while working, and the total pay and allowances that are received for the military service. The City shall not provide such pay for voluntary enlistment or draft.

ARTICLE XXX

DISCIPLINARY ACTIONS

It is intended that disciplinary actions taken under this article comply with the provisions of the Local Government Code, Chapter 143, except pursuant to Article 5154c-1 Section 20(b), now codified Local Government Code Chapter 174, appeals shall be exclusively to binding arbitration, (named hearing examiner in Chapter 143), and officers shall have no right of appeal of disciplinary actions to the Civil Service Commission.

ARTICLE XXXI

BILL OF RIGHTS

Section I (Notification)

The provisions of this article apply at the initiation of any investigation which a reasonable person could believe will lead to discharge or criminal prosecution of an officer, and the officer shall be notified of such investigation as soon as practical. If such notification would compromise the investigation, this notification requirement does not apply.

Unless the Chief of Police or his designee finds in his sole discretion that disclosure of documents, names, and evidence may pose a danger to the community, would interfere with a criminal investigation, would be a danger to a confidential informant or could cause retaliation, the officer should be allowed to inspect the evidence and documents in an investigation.

If the Police Chief, or his designee, denies disclosure of information, documents, etc. under this section, the officer shall have the right to appeal the Chief's decision to the Civil Service Commission. Said appeal must be filed with the Civil Service Commission within five (5) days after the officer knew, or should have known, of the Chief's denial. The Commission shall determine the validity and/or reasonableness of such denial. The Commission's decision shall be final.

Section II (Conduct of Interview)

An interview of an officer under investigation shall take place at the police department unless another location is warranted by the facts.

The officer may have a representative of his choice present during questioning if he so requests.

The officer shall be informed of the identity of all persons present in the room during the interrogation.

The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided, if known.

The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

The officer shall not be subjected to any abusive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his conduct can become the subject of disciplinary action resulting in disciplinary punishment. No

promise of reward shall be made as an inducement to answering questions.

The officer shall be given an exact copy of any written statement he may execute.

Section III (Right to Contact Attorney)

If an officer is under arrest or is likely to be, that is if he is suspect or the target of a criminal investigation, he shall be given his rights required by the Miranda Decision and its progeny.

Section IV (Notification of Findings)

The Chief shall provide written notice in a sealed envelope to the individual officer of the final status of any formal written complaint filed and pursued by a complainant with the police department.

Section V (Use of Polygraph)

- A. A police officer employed by the City of Port Arthur, Texas Police Department may not be required to submit to a polygraph examination as part of an internal investigation regarding the conduct of the police officer unless:
1. The complainant, upon providing a sworn statement, submits to and passes a polygraph examination and, if applicable, the department head has complied with Paragraph B below; or
 2. The police officer is ordered in writing to take an examination under Paragraph E below.
- B. The department head shall, on the written request of a police officer, provide to the police officer the complainant's polygraph examination results, including complainant's

questions and responses, within 48 hours after the request.

- C. A person passes a polygraph examination if, in the opinion of the polygraph examiner, no deception is indicated regarding matters critical to the subject matter under investigation.
- D. The results of a polygraph examination that relate to the complaint under investigation are not admissible in a proceeding before the commission or a hearing examiner.
- E. The department may order a police officer to submit to a polygraph examination if the department head considers the circumstances to be extraordinary and the department head believes that the integrity of a police officer or the department is in question. However, before the department head actually issues the order to compel the police officer to submit to a polygraph examination, the department head shall first deliver to the police officer his written notice of intent to issue such an order with copy to the City Manager of the City of Port Arthur, Texas. Said notice to be dated and the time therein noted when such notice is delivered to the police officer. If, and in the event, the police officer considers the proposed order to be issued by the department head to be unjustified, the police officer individually and/or through his designated representative(s) may submit his oral or written objections to such proposed order to the City Manager, or his designee, of the City of Port Arthur within forty-eight (48) working hours (not to include Saturday, Sunday, or City holidays) after receiving the notice of intent to order polygraph examination. The department head, shall submit to the City Manager of the City

of Port Arthur his oral or written position why such order should be issued, if, and in the event, the police officer objects to the issuance of the order.

The City Manager of the City of Port Arthur shall within 24 hours after the evidence submitted to him by both parties and after listening to any oral presentation requested and having considered the applicable law of the State of Texas regarding the subject matter in question, render his written decision as to whether the department head's order shall or shall not be issued. The written decision of the City Manager shall be directed to the department head.

If it is the City Manager's decision that the department head be authorized to issue the requested order ordering the police officer to submit to polygraph examination, then the police officer shall submit himself/herself to the ordered polygraph examination. An officer shall have a minimum of 72 hours notice prior to a final order to submit to a polygraph examination.

However, if it is the City Manager's decision that the department head shall not be authorized to issue the order ordering the police officer to submit to polygraph examination the police officer shall not be required to submit to the polygraph examination. This will not, however, bar the department head from requesting further or future orders regarding the use of polygraph examination in the particular matter under investigation.

The order and results of the polygraph examination shall be held in the strictest confidence.

Section VI (Infringement on Employer's Power)

This article is not intended to infringe upon the employers right and power to fully investigate matters it deems important, nor the right and power of the employer to discipline employees.

Violations of the provisions of this Article may be raised in arbitration hearings; however, disciplinary actions shall not be overturned solely upon a violation of this Article unless such disciplinary action was based primarily upon facts derived from such violation of this Article.

ARTICLE XXXII

MEDICAL AND DENTAL INSURANCE

Section I

The City shall provide all employees who are in the bargaining unit with the individual employee and family medical and dental insurance. The City shall pay the full cost of the employee coverage and fifty percent (50%) of the family coverage premium. Provided, however, premiums paid by bargaining unit members shall not exceed those paid by non-civil service employees. The selection of insurance carrier and the determination of the level of benefits provided shall be at the discretion of the Employer.

of such a trust. The City's responsibility will be to collect said contributions through payroll deductions.

ARTICLE XXXIII

BULLET PROOF VESTS

The City shall provide to each officer, upon employment, an effective bullet proof vest. These vests shall be replaced by the City after five (5) years use or sooner in cases where excessive

wear renders the vest ineffective for its intended purpose. Said vests shall meet or exceed National Institute of Justice standard 0101.03.

ARTICLE XXXIV

RETIREMENT

Section I

Each officer who retires from the force shall be given a retirement badge at no charge.

Section II

Effective January 1, 2002, the City of Port Arthur will adopt a twenty (20) year/any age retirement option with the Texas Municipal Retirement System.

ARTICLE XXXV

PATROL CAR PROTECTIVE CAGES

Protective cages shall be installed in all marked patrol vehicles in which officers are required to transport prisoners. Cages shall be replaced when an officer's rear vision is significantly impaired due to wear, scratches, etc.

ARTICLE XXXVI

CLOTHING AND EQUIPMENT

The City shall issue to each officer upon employment, 5 long sleeve and 5 short sleeve uniform shirts, 5 pair of uniform pants, 1 light jacket, 1 heavy coat or 1 combination jacket with removable liner, 1 set of appropriate "Sam Browne" leather gear, 1 slicker suit with cap cover, and 1 impact weapon. All uniforms and equipment issued shall be replaced for normal wear or when damaged or destroyed, if such loss is not a result of the officer's negligence.

The City shall continue a policy of providing reasonable dry cleaning and initial alterations for officer uniforms, dress shirts and suits.

Plain clothes officers shall receive \$600.00 annually, paid quarterly as a clothing allowance.

Uniformed officers may wear black tennis or court type shoes, military dress shoes, Wellington boots, or combat style boots.

Normally short sleeve uniform shirts, without tie shall be acceptable wear, however the Chief or his designee may require long sleeve shirt with tie on occasions he deems appropriate.

The City agrees to continue its current practice of allowing certain use of City-issued items (such as City-issued uniforms, police department vehicles, and related items) for use by Department employees on outside jobs, as deemed appropriate in the discretion of the Chief of Police.

ARTICLE XXXVII

PSYCHOLOGICAL SERVICES

In all cases where an officer who, in the performance of his duty, takes the life of or causes the serious injury of another person, or is seriously injured as the result of the overt act of another person, he shall undergo a counseling session with a City appointed psychologist or psychiatrist at the expense of the City, as soon as is possible after the incident. The officer may request to use a psychologist or psychiatrist of his/her choice, if approved by the City. Said services would be at City expense.

If it is determined by the treating practitioner that further counseling is appropriate, it shall be provided at City expense. The City shall be provided with the anticipated number of sessions

and the estimated time to complete these sessions. Such counseling, including the initial counseling session, shall not be related to any Department investigation and nothing discussed within the mental health information privilege, as defined by state law may be reported to the Department, except that if an officer undergoes extended treatment, information concerning anticipated length, dates, and times of treatment may be provided by the psychologist or psychiatrist to the City upon request. Any time lost as a result of such treatment shall be at the expense of the City. Serious injury shall mean the same as serious bodily injury as defined in the Texas Penal Code.

Officers shall sign a release of information document; however, such release shall be limited to: information directly related to the incident, or incidents, which gave rise to the referral and the ability of the officer to safely and competently execute the duties of a peace officer without danger to himself or others.

ARTICLE XXXVIII

FAMILY MEDICAL LEAVE ACT

The City of Port Arthur and the Port Arthur Police Association in compliance with the Family Medical Leave Act (FMLA), codified as 29 USC, Section 2601, et seq. do hereby incorporate herein, and make part hereof, said ACT as part of this agreement as if fully delineated herein. All employees are subject to Section 17-82(h) Family Medical Leave Act Policy.

ARTICLE XXXIX

ASSOCIATION LEAVE

The Association shall be granted a maximum of three hundred (300) hours to the Association Leave Pool at the beginning of each fiscal year (q.v. 10/01/08, 10/01/09 and 10/01/10) for use by employees designated by the Association to attend Association, pension, and job related schools, conferences, official Association business and conventions for each contract year. In addition, this Pool shall be charged with time taken under Article VII, Association Rights. Any unused time shall expire ninety (90) days after the end of the fiscal year in which it was awarded.

The Association must obtain the Police Chief's approval, which shall not be unreasonably withheld, prior to using Association Leave Pool time pursuant to this Article. In no event shall the Association's use of Association Leave Pool time pursuant to this Article require any cash payments and/or overtime payments by the City.

ARTICLE XL

SAVINGS CLAUSE

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

ARTICLE XLI

DRUG AND ALCOHOL POLICY

Random Drug and Alcohol Testing. In addition to the Police Department's Rules and Regulations, policies and procedures (ICOP Rules 4 - 1.19 through 4 - 1.22) related to drug and alcohol use and test, there shall also be random testing as follows:

All police officers/sworn personnel of the department shall be tested on a random basis for drugs and alcohol (to include screening for Benzodiazepines and Soma) during the calendar year January 1 through December 31. Additionally, the City shall randomly test a minimum of 60% of all police officers during a one year period. All testing will be performed at City expense. All testing will be split sample testing and at a SAMHSA or equivalently certified lab.

In the event of a critical incident or reasonable suspicion of drug or alcohol use, the City may use a licensed medical facility for testing.

ARTICLE XLII

INCLEMENT WEATHER

In case of a major disaster which is of such severity and magnitude to warrant an emergency declaration by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and similar legislation, civil service workers will receive inclement weather pay in an amount not to exceed eight (8) hours per day for the time that they expend acting as emergency service workers during the disaster.

FULL AND FINAL SCOPE OF THE AGREEMENT

This Agreement has been executed this 4th day of March 2009, in duplicate counterparts.

ATTACHMENT 1

RELEASE OF LIABILITY AGREEMENT

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

I.

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

II.

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between the City of Port Arthur and the Port Arthur Police Association, including but not limited to inclusion as a member of the collective bargaining unit; coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call-back and standby pay, longevity pay, and certification pay); and the right to file any and all grievances pursuant to Article _____ of the Contract alleging a violation of the Collective Bargaining Agreement, for events occurring while I held the position of _____.

III.

Except as provided in Article IV below, I, by execution of this Agreement, do not relinquish any of my rights under the civil service provisions of the State law, including but not limited to Section 143.014 dealing with the right upon either the voluntarily or involuntarily relinquishing of the position of _____ to assume the position of _____ within the Port Arthur Police Department. In such event, I will have the full protection of the Port Arthur Police Association from and after the effective date that I assume such position without the requirement of payment of any backdues, assessments, charges or other penalties of any type.

IV.

I, by execution of this Agreement, agree that my position is exempt under the Fair Labor Standards Act and is not subject to the overtime requirements of said Act. Further, by execution of this Agreement I relinquish all rights to overtime or compensatory time provided by any civil service laws. Specifically, by execution of this Agreement, I hereby relinquish any and all rights that I might otherwise have under Sections 142.0015 and 142.0016 of the Local Government Code.

V.

I hereby retain the right to voluntarily resign my position as _____ and, in the event, reassume the position of _____ with full protection by the Port Arthur Police Association from and after the effective date that I assume such position without the requirement of payment of any back-dues, assessments, charges or other penalties of any type.

EXECUTED this _____ day of _____, _____.

By:

ACCEPTED:

PORT ARTHUR POLICE ASSOCIATION

By:

Association President

ACCEPTED:

THE CITY OF PORT ARTHUR

By:

City Manager