



COLLECTIVE BARGAINING LABOR AGREEMENT

Between The

CITY OF McALLEN, TEXAS

And The

McALLEN POLICE OFFICERS' UNION

COVERING

**FISCAL YEARS 2006-07
THRU 2009-10**

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ARTICLE 1. PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of this Agreement, entered into by and between the CITY OF MCALLEN hereinafter referred to as the "CITY" and the MCALLEN POLICE OFFICERS' UNION, the representative of all of the McAllen Police Officers selected to represent these officers for purposes of collective bargaining, hereinafter referred to as the "UNION" to achieve and maintain harmonious relations between the parties in order to provide for an equitable and orderly process that addresses salaries, working conditions, and employee-employer working relations that may arise during the term of this Agreement.

ARTICLE 2. AUTHORITY AND TERM

Section 1. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of the report for collective bargaining on the Employer at least one hundred-twenty (120) days prior to the conclusion of the Employer's fiscal year;

Section 2. It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, preferably within thirty (30) days after receipt of written notice from the Union, for purposes of collective bargaining. The initial meeting shall be for the purpose of setting dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of any applicable statutory dates or deadlines.

Section 3. Except as otherwise provided for herein, this Agreement shall be effective upon signing the agreement, provided however, the pay classification shall encompass the time period from October 1, 2006 through September 30, 2010; and provided that it shall be effective as of the date signed and executed by both parties.

ARTICLE 3. RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for all Police Officers as the term is defined in Chapter 174, Texas Local Government Code, with the sole exception of the Chief of Police. The term Police Officers includes only permanent non-probationary paid employees of the McAllen Police Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143, but does not include civilians or other City of McAllen employees.

Section 2. The Union recognizes the City Manager or his designated representative or representatives as the sole representative of the City for the purpose of collective bargaining. The Union and the City agree to bargain in good faith on those matters which are subject to collective bargaining and are presented by either party for collective bargaining.

ARTICLE 4. PREVAILING RIGHTS

Section 1. No employee shall be unfavorably affected by the signing of this agreement as to wages, hours, or other conditions of employment that he now enjoys, except as otherwise covered in this agreement.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. The Employer has the right to create and implement departmental rules and regulations. Employees shall receive copies of such rules and regulations upon publication. The Union may be called upon by the Police Chief to provide information and advice concerning the Police Chief's decision-making process regarding such rules and regulations. Such rules and regulations are to be provided within a reasonable time.

Section 2. Except as otherwise specifically provided in this Agreement, the Union recognizes that the City has the sole and exclusive right to exercise all the rights or functions of management. The term "rights or functions of management" shall include but not be limited to:

- A. Direct the work of its employees to include the scheduling and assignment of overtime work.
- B. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to applicable Civil Service regulations.
- C. Suspend or discharge employees for just cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve employees from duties because of lack of work or other reason subject to Civil Service regulations.
- F. Utilize the Police Department in emergency situations to protect life and property.
- G. Determine the methods, processes, means, and personnel by which operations are to be carried out.
- H. The determination of safety, health and property protection measures for the Police Department.
- I. The selection, promotion or transfer of police officers to supervisory or other managerial positions subject to the provisions of Chapter 143, Texas Local Government Code.
- J. The determination of policy affecting the selection or training of the police officers.
- K. The establishment, modification and enforcement of police department rules, regulations and orders.

- L. The assignment of work from one position to another within the Classified Service of the Police Department subject to the provision of Chapter 143, Texas Local Government Code.
- M. The determination of the number of ranks and number of police officers within each rank in accordance with the provision of Chapter 143, Texas Local Government Code.
- N. The transfer of police officers from one house, district, or subdivision to another.
- O. The scheduling of operation and the determination of the number and duration of hours of assigned duty per week.

Section 3. The Police Chief may appoint each person occupying an authorized position in the classification immediately below that of the Police Chief. A person appointed to such position must:

- A. Be employed by the municipality's police department as a sworn police officer;
- B. Have at least two years' continuous service in that department as a sworn police officer; and
- C. Be eligible for certification by the Texas Commission on Law Enforcement Officer Standards and Education at the intermediate level or its equivalent as determined by that commission and must have served as a bona-fide law enforcement officer for at least five years.

Section 4. A person appointed under this section serves at the pleasure of the Police Chief and, not with standing any other provision of this agreement, all hours and other conditions of employment regarding such positions shall be subject to change or creation by the Police Chief in his sole unfettered discretion. A person who is removed from the position by the Police Chief shall be reinstated in the department and placed in the same classification, or its equivalent, that the person held before appointment. The person retains all rights of seniority in the department.

Section 5. If a person appointed under this section is charged with an offense in violation of civil service rules and indefinitely suspended, the person has the same rights and privileges of a hearing before the commission in the same manner and under the same conditions as a classified employee. If the commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded, the person shall immediately be restored to the same classification, or its equivalent, that the person held before appointment. The provisions of this section shall take precedence over inconsistent or conflicting terms or any law, rules or regulations (e.g., Texas Local Government Code, Chapters 141, 142, 143, et. Seq., as amended).

ARTICLE 6. CIVIL SERVICE RULES

Section 1. By entering into this Agreement, the Union and the City recognize and agree that the provisions of this collective bargaining agreement shall take precedence over applicable provisions of Sections 142.0015 and 142.0016 and Chapters 142 and 143, Texas Local Government Code or Local Civil Service Rules and Regulations.

ARTICLE 7. PAYROLL DEDUCTION OF DUES/BULLETIN BOARDS

Section 1. The City shall deduct on a regular basis dues from the pay of all police officers who hereafter voluntarily authorizes dues deductions in writing on a form provided by the City.

Section 2. The Union initially notifies the City as to the amount of the dues fees to be deducted. Such notification will be certified by the City in writing over signature of the authorized officer or officers of the Union.

Section 3. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of Complying with Section 1 of this Article including the negligence of the City and its officers or employees.

Section 4. It is understood by the City and the Union that payroll deduction of dues described above shall be for the period of the existence of an executed Agreement between the City and the Union. The City shall not grant payroll deduction or direct deposit of dues to any employee organization that is eligible to be the bargaining agent for the McAllen Police Officers without the express written consent of the Union.

Section 5. The City shall grant the Union direct deposit for all deductions collected for the purpose of complying with Article on the Union's behalf at City's actual cost.

Bulletin Boards

Section 1. The City shall permit the Union reasonable space for one bulletin board at the McAllen Public Safety Building at the Union's cost. The City shall not grant approval of a bulletin board to any employee organization eligible to be the bargaining agent for the McAllen Police Officers without the express written permission of the Union.

Section 2. The Union will only post notices of Union meetings, Union recreational and social affairs, notices of Union elections and appointments and results of Union elections, all of which pertain to the Union, provided that such notices are delivered to the Chief of the Department prior to posting. Any postings of an inflammatory nature, including but not limited to derogatory material pertaining to the City, its management, employees or elected officials, are expressly prohibited. There shall be no posting regarding any political candidate or candidates nor of any political matter (Section 143.071 and 143-086, Texas Local Government Code).

ARTICLE 8. INSURANCE

Section 1. The City shall provide all classified employees of the McAllen Police Department with hospitalization and medical insurance policies equivalent to that of the other city employees.

Section 2. Life insurance: shall be provided at no charge to the employee for an amount of two times the employee's salary or to a maximum of \$100,000.00.

Section 3. Retired employee insurance: The City shall allow T.M.R.S. retired employees to be eligible for group health care benefits under provisions of law or applicable insurance contract. The benefits of such insurance shall be the same as for the active employees, as such benefits may be increased or decrease from time to time. The retiring employee must notify the City at least thirty (30) days prior to retiring, of his/her intention to continue to be a participant in the group health program.

Section 4. The employer shall pay fifty percent (50%) of the full premium for single coverage or fifty percent (50%) of the full premium for family coverage from the date of retirement through the date on which the employee reaches age 65, upon availability of Medicare, or upon enrollment in an alternative primary group health insurance program through another employer, whichever comes first. To be eligible for this Section, the retiring officer must have twenty (25) years of service with the City of McAllen, Texas.

A. This section will continue to be in effect until the expiration of the contract. It is agreed by both the Union and the City to work jointly to develop a solution to the Retiree Health issue that would be mutually agreed by both parties within the next twelve months.

ARTICLE 9. RETIREMENT (T.M.R.S.)

Section 1. The City's retirement plan is currently administered by the Texas Municipal Retirement System, and the City maintains a 25 year retirement plan.

Section 2. The contribution rate for all City employees, including the police officers, is set at a rate of six percent (6%) of the employee's salary, which the City has committed to match at a ratio of 2 to 1 or twelve percent (12%) for all City employees, including police officers.

Section 3. Provided, however, that effective January 1st, 2008, the City agrees to update the TMRS retirement service credits (100%).

Section 4. Provided, further that effective October 1st 2009 the City agrees to increase the contribution rate for the police officers to a rate of seven percent (7%) of the employee's salary, which the City agrees to match at a ratio of 2 to 1 or fourteen percent (14%).

Section 5. Provided further that effective January 1st, 2008, the City agrees to adopt, the military service credit provision, and prior restricted service credit provision.

ARTICLE 10. OVERTIME AND CALL BACK

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

Section 2. Employees who are called back to work when off duty shall be guaranteed a minimum of two (2) hour at a rate consistent with the hours worked during the current work period.

Section 3. Any pay under a grant program will be paid at the rate designated in the grant.

ARTICLE 11. SICK LEAVE

Section 1. All sick leave accruals shall be covered by applicable provisions of the Texas Local Government Code, Chapter 143.

Section 2. Accumulated sick leave will be paid to terminating or retiring personnel based on the following:

1 – 5 years of service - - - - - 15 days paid total
6 – 10 years of service - - - - - 30 days paid total
11 – 15 years of service - - - - - 60 days paid total
16 – 20 years of service - - - - - 90 days paid total
Over 21 years of service - - - - - 120 days paid total

ARTICLE 12. FUNERAL LEAVE

Section 1. During the five calendar days following the date of the death of an immediate family member, members of the department shall be granted three (3) working calendar days special leave of absence with pay. The term immediate family shall include: father, mother, grandparent, wife, husband, son, daughter, sister, brother, or grandchildren of either an employee or an employee's spouse.

Section 2. In the event the employee is on any form of authorized leave during the five calendar days following the date of the death of an immediate family member, no special leave with pay shall be granted.

Section 3. All leaves under this clause shall be approved by the Chief or his designated representatives.

ARTICLE 13. HOLIDAYS

Section 1. The following holidays shall be official holidays for the police officers of the McAllen Police Department:

- 1) New Year's Day (January 1st);
- 2) Good Friday;
- 3) Memorial Day;
- 4) Fourth of July (July 4th);
- 5) Labor Day,
- 6) Thanksgiving Day;
- 7) Christmas Eve (December 24th);
- 8) Christmas Day (December 25th); and,
- 9) One floating personal day as per City's SOP.

Section 2. Employees who are designated to work during an official holiday shall be compensated at a rate of two and one-half (2-1/2) their regular rate. If an official holiday falls on an employee's day off, the employee shall be compensated eight (8) hours of pay at the employee's regular rate.

ARTICLE 14. VACATION

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

- 1) Fifteen (15) days vacation with pay after completion of one (1) year of continuous service with the McAllen Police Department earned at a rate of one and one-fourth (1-1/4) days per month.
- 2) Eighteen (18) days of vacation with pay after completion of fifteen (15) years of continuous service with the McAllen Police Department earned at a rate of one and one-half (1½) days per month.
- 3) Twenty (20) days of vacation with pay after completion of twenty (20) years of continuous service with the McAllen Police Department earned at a rate of one and two-thirds (1 2/3) days per month.

Section 2. Employees are permitted to carry a maximum of twenty-four (24) vacation days over from one calendar year to the next.

Section 3. Vacation time off will be granted in accordance with policy as established by the Chief of Police.

ARTICLE 15. CLASSIFICATION

Section 1. The Police Department will have the following four (4) classifications:

- 1) Captain (Position immediately below Chief) 3 Positions Maximum
- 2) Lieutenant
- 3) Sergeant
- 4) Police Officer

Section 2. Classifications of Police Officer, Sergeant, and Lieutenant shall remain as non-exempt employees.

ARTICLE 16. WORKING OUT OF CLASSIFICATION

Section 1. Whenever a police officer is required to serve as an acting supervisor (sergeant or above) for a minimum of three (3) full consecutive days, the officer shall be compensated at the rate that position or rank while so acting. The higher pay will be authorized, along with the officers' normal longevity pay, upon the completion of the third full working day in the acting rank and shall be retroactive to the first day in which the acting rank was authorized and assumed.

Section 2. All acting assignments shall be authorized by the Chief of Police.

ARTICLE 17. EVERGREEN CLAUSE/SAVINGS CLAUSE

Section 1. Evergreen Clause. In the event the City and the Union are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated in Article 2 and both parties agree to extend negotiations beyond such expiration date, this Agreement will automatically be extended co-extensive with such negotiation period and all terms of current Agreement shall remain in full force and effect until impasse is reached or a new contract becomes effective, whichever occurs first.

Section 2. The City agrees to commence negotiations at least sixty days before the expiration date of this Agreement if the Union has requested negotiations as required under Chapter 174 and if the City does not commence negotiations in such time limit the negotiation period will be extended by the number of days between such 60th day and the date the City enters into such negotiations.

Section 3. Savings Clause. If any provisions of this agreement or application of such provisions should be rendered or declared invalid by any court of competent jurisdiction or by any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and in effect for the duration of this agreement.

ARTICLE 18. SUCCESSORS AND ASSIGNS

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

ARTICLE 19. DEFINITIONS

City - The City of McAllen, Texas including all agents, employees, officers and elected officials.

Union – McAllen Police Officers Union (*International Union of Police Association*)

Employee/Police Officer - Any employee appointed in accordance with Section 143.003, Texas Local Government Code except the Police Chief, non-probationary, full-time paid employee who regularly serves a police capacity. The Police Chief, and non-sworn employees are excluded from receiving wages or benefits as provided under this contract, and therefore are not included within the definition of Employee. Probationary employees shall receive benefits and wages as provided in this contract. However, probationary employees are exempt from the grievance procedures outlined in this contract, and their employment shall be at will.

Civil Service Commission - Civil Service Commission of the City of McAllen, Texas.

Chief - Chief of Police of the McAllen Police Department or his designee in his absence.

Civil Service Act – Texas Local Government Code Chapter 143, Municipal Civil Service.

Majority Bargaining Agent (M.B.A.) - The police employee group selected to represent all police officers employed by the City of McAllen, Texas. The employee group selected as the majority bargaining agent is the McAllen Police Officers' Union.

ARTICLE 20. SALARIES, LONGEVITY AND OTHER PAYS

Section 1. Salary Tables and effective dates of implementation are set for below, and are enforceable terms of this Labor Agreement.

As of December 18, 2006 (additional 3% to previous base pay hourly rate)

	2	3	4	5	8	12	16	20	24
Police Officer III	41,080.00	42,827.20	43,430.40	45,177.60	46,924.80	47,798.40	48,505.60	49,691.20	52,041.60
Sergeant	47,278.40	50,211.20	50,814.40	53,164.80	55,307.20	56,492.80	57,678.40	58,843.20	61,214.40
Lieutenant	53,996.80	53,996.80	53,996.80	60,465.60	62,587.20	63,752.00	64,937.60	66,123.20	68,473.60
Captain	74,380.80	74,380.80	74,380.80	82,409.60	83,844.80	85,737.60	86,923.20	88,088.00	90,459.20

As of October 1, 2007 (additional 3% to previous base pay hourly rate)

	2	3	4	5	8	12	16	20	24
Police Officer III	42,307.20	44,116.80	44,740.80	46,529.60	48,380.80	49,233.60	49,961.60	51,188.80	53,601.60
Sergeant		51,708.80	52,332.80	54,766.40	56,971.20	58,177.60	59,404.80	60,611.20	63,044.80
Lieutenant			55,619.20	62,275.20	64,459.20	65,665.60	66,892.80	68,099.20	70,532.80
Captain				84,884.80	86,361.60	88,316.80	89,532.20	90,729.60	93,163.20

As of January 1, 2008 (additional 1% to previous base pay hourly rate)

	1	2	3	4	5	8	12	16	20	24
Police Officer III	19.98 3,463.20 \$41,558.40	20.54 3,560.27 \$42,723.20	21.42 3,712.80 \$44,553.60	21.73 3,766.53 \$45,198.40	22.59 3,915.60 \$46,987.20	23.49 4,071.60 \$48,859.20	23.91 4,144.40 \$49,732.80	24.26 4,205.07 \$50,460.80	24.86 4,309.07 \$51,708.80	26.03 4,511.87 \$54,142.40
Sergeant		23.64 4,097.60 \$49,171.20	25.11 4,352.40 \$52,228.80	25.41 4,404.40 \$52,852.80	26.59 4,608.93 \$55,307.20	27.66 4,794.40 \$57,532.80	28.25 4,896.67 \$58,760.00	28.85 5,000.67 \$60,008.00	29.43 5,101.20 \$61,214.40	30.61 5,305.73 \$63,668.80
Lieutenant		27.01 4,681.73 \$56,180.80	27.01 4,681.73 \$56,180.80	27.01 4,681.73 \$56,180.80	30.24 5,241.60 \$62,899.20	31.30 5,425.33 \$65,104.00	31.89 5,527.60 \$66,331.20	32.48 5,629.87 \$67,558.40	33.07 5,732.13 \$68,785.60	34.25 5,936.67 \$71,240.00
Captain		37.20 6,448.00 \$77,376.00	37.20 6,448.00 \$77,376.00	37.20 6,448.00 \$77,376.00	41.22 7,144.80 \$85,737.60	41.94 7,269.60 \$87,235.20	42.88 7,432.53 \$89,190.40	43.47 7,534.80 \$90,417.60	44.06 7,637.07 \$91,644.80	45.24 7,841.60 \$94,099.20

As of October 1, 2008 (additional 4% to previous base pay hourly rate)

		2	3	4	5	8	12	16	20	24
Police Officer III	20.78 3,601.87 \$43,222.40	21.36 3,702.40 \$44,428.80	22.28 3,861.87 \$46,342.40	22.60 3,917.33 \$47,008.00	23.49 4,071.60 \$48,859.20	24.43 4,234.53 \$50,814.40	24.87 4,310.80 \$51,729.60	25.23 4,373.20 \$52,478.40	25.85 4,480.67 \$53,768.00	27.07 4,692.13 \$56,305.60
Sergeant		24.59 4,262.27 \$51,147.20	26.11 4,525.73 \$54,308.80	26.43 4,581.20 \$54,974.40	27.65 4,792.67 \$57,512.00	28.77 4,986.80 \$59,841.60	29.38 5,092.53 \$61,110.40	30.00 5,200.00 \$62,400.00	30.61 5,305.73 \$63,668.80	31.83 5,517.20 \$66,206.40
Lieutenant		28.09 4,868.93 \$58,427.20	28.09 4,868.93 \$58,427.20	28.09 4,868.93 \$58,427.20	31.45 5,451.33 \$65,416.00	32.55 5,642.00 \$67,704.00	33.17 5,749.47 \$68,993.60	33.78 5,855.20 \$70,262.40	34.39 5,960.93 \$71,531.20	35.62 6,174.13 \$74,089.60
Captain		38.69 6,706.27 \$80,475.20	38.69 6,706.27 \$80,475.20	38.69 6,706.27 \$80,475.20	42.87 7,430.80 \$89,169.60	43.62 7,560.80 \$90,729.60	44.60 7,730.67 \$92,768.00	45.21 7,836.40 \$94,036.80	45.82 7,942.13 \$95,305.60	47.05 8,155.33 \$97,864.00

As of October 1, 2009 (additional 3.5% to previous base pay hourly rate)

	1	2	3	4	5	8	12	16	20	24
Police Ofr III	21.51 3,728.40 44,740.80	22.11 3,832.40 \$45,988.80	23.06 3,997.07 \$47,964.80	23.39 4,054.27 \$48,651.20	24.31 4,213.73 \$50,564.80	25.29 4,383.60 \$52,603.20	25.74 4,461.60 \$53,539.20	26.11 4,525.73 \$54,308.80	26.75 4,636.67 \$55,640.00	28.02 4,856.80 \$58,281.60
Sergeant		25.45 4,411.33 \$52,936.00	27.02 4,683.47 \$56,201.60	27.36 4,742.40 \$56,908.80	28.62 4,960.80 \$59,529.60	29.78 5,161.87 \$61,942.40	30.41 5,271.07 \$63,252.80	31.05 5,382.00 \$64,584.00	31.68 5,491.20 \$65,894.40	32.94 5,709.60 \$68,515.20
Lieutenant		29.07 5,038.80 \$60,465.60	29.07 5,038.80 \$60,465.60	29.07 5,038.80 \$60,465.60	32.55 5,642.00 \$67,704.00	33.69 5,839.60 \$70,075.20	34.33 5,950.53 \$71,406.40	34.96 6,059.73 \$72,716.80	35.59 6,168.93 \$74,027.20	36.87 6,390.80 \$76,689.60
Captain		40.04 6,940.27 \$83,283.20	40.04 6,940.27 \$83,283.20	40.04 6,940.27 \$83,283.20	44.37 7,690.80 \$92,289.60	45.15 7,826.00 \$93,912.00	46.16 8,001.07 \$96,012.80	46.79 8,110.27 \$97,323.20	47.42 8,219.47 \$98,633.60	48.70 8,441.33 \$101,296.00

ADDITIONAL PAY PROVISIONS

Section 2. Certification Pay

When an officer demonstrates achievement of one of the following certifications, the officer shall receive the following compensation consistent with each certification. Certification classification is not cumulative upon reaching the next higher classification. The officer shall receive only the compensation for the highest achieved certification and such will take effect the next full pay period following the officer's request for such compensation. Officers receiving education pay are not eligible for certification pay.

Intermediate Police Officer	\$25.00
Advanced Police Officer	\$50.00
Master Police Officer	\$100.00

Section 3. Education Pay

When an officer demonstrates achievement of one of the following degrees from an accredited college or university, the officer shall receive the following compensation consistent with the degree. Degree classification is not cumulative upon reaching the next higher degree. The officer shall receive only the compensation for the highest achieved degree and such will take effect the next full pay period following the officers request for such compensation.

Associate Degree	\$75.00
Baccalaureate Degree	\$150.00
Masters Degree	\$200.00
Doctorate Degree	\$250.00

Section 4. College Tuition Reimbursement

The Department's policy as outlined in Section 4, McAllen Police Department Rules, Regulations, and Policies Manual on July 1, 2003, shall apply.

Section 5. Assignment Pay

Officers while assigned to certain units of the department shall be eligible for assignment pay in accordance with this section. In the event of multiple assignments, officers shall be paid only the highest assignment pay level that the officer is eligible for.

Level 1: \$1,375.00 Annually

Level 1 shall be limited to non-supervisory officers assigned to the Crimes Against Persons, Crimes Against Property, Youth Crimes, Crime Scene Investigations, Auto Theft, Municipal Court Warrant Officers, Special Investigations

Unit, Office of Professional Responsibility, FBI Task Force, Drug Task Force(s), the Staff Services Training Unit, and Accident Reconstruction Investigators.

Level 2 \$2,375.00 Annually

Level 2 shall be limited to non-supervisory officers (except sergeants assigned to Explosive Ordinance Disposal and Field Training Units), Canine (K-9) Services, Emergency Services Unit, Explosive Ordinance Disposal Unit, and Field Training Officers.

Level 3 \$5,000 Annually

Level 3 shall apply to each person occupying an authorized position in the classification immediately below that of the Police Chief.

Section 6. On-Call Time

Officers shall be paid their applicable hourly wage when an officer, by order of the Chief of Police, is required to remain on call on the City's premises or so close thereto that he cannot use the time effectively for his own purpose and when time is spent predominantly for the City's benefit.

Section 7. Stand-By Time

The Department shall not implement a Stand-By policy.

Section 8. Night Shift Differential Pay

On the first pay period following the execution of this Agreement, the City agrees to compensate those officers who actually work hours during the night shift hours of 10 p.m. to 6 a.m. shall receive additional compensation of \$1.00 per hour for hours worked by officers regularly scheduled to work the night shift.

- A. This hourly pay shall not apply to any hours for night shift duty time compensated under other paid leaves (such as sick leave or vacation leave) and applies only to hours worked by officers regularly assigned to the night shift.
- B. This hourly pay shall also not apply to night shift duty time that is part of a special assignment or any grant funded duty time.

Section 9. One-Time Signing Bonus Pay

Within thirty (30) days of the execution of this Labor Agreement by both parties, the City agrees to pay each member of the bargaining unit a one-time gross signing bonus of \$400.00.

Section 10. The City shall defend and indemnify the Union from any claim by a probationary police officer against the Union for breach of a fiduciary duty of representation so long as the Union also takes the position that it has met its fiduciary obligations to members of the bargaining unit and the interests of the City and the Union in connection with the enforceability of this Labor Agreement remain aligned..

ARTICLE 21. POLICE OFFICERS EQUIPMENT

Section 1. Upon hiring of new officers and upon qualification by the officer where required, the City agrees to equip such officers with the items specified in this article at no cost to the officers:

- One (1) Service Pistol
- Two (2) magazines for service pistol
- One (1) magazine pouch for two (2) magazines for service pistol
- One (1) Sam Brown belt
- One (1) duty holster
- Four (4) Belt Keepers
- One (1) Uniform Badge
- Departmental Identification Card
- Keys necessary to perform assigned duties
- One (1) body armor and front cover
- One (1) set of handcuffs with key
- One (1) handcuff case
- One (1) portable radio (while on duty)
- One (1) radio holder
- One (1) nightstick and holder
- One (1) flashlight and charger
- Five (5) uniform shirts and pants
- Two (2) long sleeve uniform shirts and one (1) tie
- One (1) police rain coat and rubber boots
- One (1) winter jacket

Section 2. The City shall provide cleaning of officer's assigned uniforms at no cost to the employee. Such cleaning service is limited to officers and investigators dress shirts and pants normally used in the performance of their duties (excluding jeans, knit shirts and pullovers) and five (5) uniforms (five shirts and five pants) a week for uniform services.

Section 3. The City shall replace all defective or damaged equipment provided that damage is a result of performance of duty.

ARTICLE 22. NONDISCRIMINATION

Section 1. The City agrees not to discriminate against any employee for their activity in behalf of, or membership in, the Union. Nothing in this Agreement shall interfere with any police officer's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual harassment or disability with the Texas Commission on Human Rights or the Equal Employment Opportunity Commission.

ARTICLE 23. HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. Employees covered by this Agreement are normally scheduled to work an 8 hour work day during a forty (40) hour week work cycle. The City of McAllen will allow the Union input on different work cycles but the implementation of different work cycle is the City of McAllen's exclusive management right.

All overtime shall be calculated in time by going to the nearest quarter hour, backward or forward as applicable.

Any officer required to attend in-service training equivalent to a full shift, shall have that period of time to serve as part of his normal shift, and shall not be required to double up on his work hours, unless an emergency exist.

The employee may accept an offer of compensatory time at the rate of time and one-half (1 ½) in lieu of cash compensation of overtime hours worked. Employees will be allowed to accumulate no more than 30 days of Comp-time, which can be carried over from year to year. No employee shall be forced to use his comp-time if the accumulated days are less than 30 days.

ARTICLE 24. DISCIPLINARY SUSPENSIONS

Section 1. Disciplinary suspensions and appeals shall be governed by the current applicable section of Chapter 143, Texas Local Government Code.

ARTICLE 25. PERSONNEL FILES AND DISCIPLINARY RECORDS

Section 1. The Director of Civil Service shall be the custodian of personnel files and will comply with the requirements of applicable law.

Section 2. Upon request of an officer, the officer's disciplinary records will be purged in accordance with the following guidelines:

- A. After sixty (60) months of discipline free service, the officer's choice of one record of counseling, warning, reprimand, or suspension of less than five (5) days.
- B. No more than one disciplinary action may be purged during a sixty (60) month period.
- C. Service time factored in one sixty (60) month period may not be applied to another sixty (60) month period.

ARTICLE 26. INVESTIGATION OF OFFICER MISCONDUCT

Section 1. The Chief of Police has established internal disciplinary procedures for the purposes of disciplining, suspending or terminating officers. Such disciplinary procedures as written on 07-01-2003 or as amended thereafter shall be followed by the Chief of Police and the Department in accordance with the Disciplinary procedure guidelines in the McAllen Police Department's Rules, Regulations, and Policy Manuel unless otherwise specified in this agreement.

Section 2. Any disciplinary action initiated by the Chief of Police shall be in accordance with the McAllen Police Department's Rules, Regulations, and Policy Manuel unless otherwise specified in this agreement.

ARTICLE 27. GRIEVANCE PROCEDURES

Section 1. Scope of Grievance Procedure. A grievance is a claim by an employee or the Union that the expressed provisions of this Agreement has been violated, but does not include any matter subject to the Police and Fire Civil Service regulations of the State of Texas and/or the City of McAllen, Texas. Any employee in the bargaining unit with a grievance shall first discuss such grievance with his supervisor up to and including the Police Chief prior to invoking the formal grievance procedure called for in this Article. If the informal grievance has not been resolved within five (5) business days after the Police Chief has received it, the formal grievance procedure set out in this Article may be invoked.

Step 1. A formal grievance must be initiated by an aggrieved employee. The aggrieved employee must reduce the entire grievance and all reasons to writing and present the signed, written, dated grievance along with the provisions of the Agreement which the grievant feels has been violated, to the Police Chief through the shift or Division Commander within fifteen (15) business days after the employee knew, or should have known with a reasonable exercise of diligence, the facts which gave rise to the grievance without regard to informal process described above (i.e., the five (5) business-day informal process is included in the fifteen (15) business-days described in this step. Otherwise, the grievance shall not be considered. During these fifteen days, the employee shall be pursuing the informal grievance process discussed in Section 1 above. The Police Chief or his designee shall have up to ten (10) business days to respond in writing to the grievance. Failure to respond shall be considered a denial.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the City Manager or his designee and a copy filed with the Union within five (5) business days after receiving the written decision from the Chief of Police. The City Manager shall then attempt to resolve the grievance to the satisfaction of all parties concerned. The City Manager or his designee shall have up to ten (10) business days to respond in writing to the grievance. Failure to respond shall be considered a denial.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the final disposition occurs when the employee files the grievance with the Union Grievance Committee. If the Union Grievance Committee rejects the grievance, it shall notify the Police Chief that no further proceedings will be necessary. If the Union Grievance Committee accepts the grievance, the grievance may be submitted to a hearing examiner if the City and/or the Union request. If the grievance is referred to a hearing examiner, Chapter 143.057, Texas Local Government Code shall apply. Absent such agreement, the dispute may proceed to a District Court of the State of Texas pursuant to applicable law.

Section 2. Failure of the grievant to comply with the time limits set forth above shall result in settlement of the grievance based upon the last answer received by the grievant, and no further action may be taken by the aggrieved employee or the Union concerning the facts giving rise to the particular grievance involved. Time limits may only be extended by written agreement between the Police Chief and the Union President.

Section 3. Anything in the Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedure of this Agreement;

- A. Any grievance which is not filed in accordance with the provisions set forth above or which does not meet the definition of a grievance as set forth in Section 1 of the Article; or
- B. Any matter which would require a change from the wages, rates of pay, hours of work, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or

- C. Any matter which is not covered by this Agreement; or
- D. Any matter covered by City of McAllen City Charter of Ordinances, Status, Rules and Regulations or Constitutional Provisions; or
- E. Any matter subject to the State of Texas and/or City of McAllen Fire and Police Civil Service Rules and Regulations.

Section 4. The existence of this grievance procedure or the submission by an employee of any grievance to the grievance procedure provided in this Article shall not be a waiver of, or constitute a bar to any legal action or remedy an employee may have; provided, however, that the exhaustion of this grievance procedure shall be a condition precedent to the initiation of any further legal action by the affected employee.

Section 5. It is understood and agreed by all parties that "business days" does not include Saturdays or Sundays or holidays.

ARTICLE 28. DRUG TESTING

Section 1. Upon execution of this agreement, all Police Officers shall be subject to the Department's Alcohol and Drug Policy, Section 68, McAllen Police Department Rules, Regulations, and Policies Manual, as enacted on 07-01-03.

Section 2. Drug testing will be conducted using a laboratory certified by the Department of Health and Human Services. Chain of custody procedures will be followed to account for the integrity of each urine sample by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

Section 3. The initial test (also known as a screening test) shall be an enzyme immunoassay screen (EMIT) to eliminate "negative" urine specimens from further consideration.

Section 4. If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test shall be independent of the initial test and use a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

Section 5. The Chief shall designate a testing officer with full authority to order personnel compliance to oversee the integrity of the drug-testing procedures and general administration of this policy. The testing officer's specific responsibilities and duties shall be established by the Chief.

Section 6. Drug Testing under this policy shall include:

- A. Pre-employment: All employment is contingent upon passing a drug test.
- B. Assignment: Any police officer who is assigned to the drug enforcement duties (i.e., Drug Task Forces, S.I.U., Multi-Agency Task Forces), Emergency Services Units, Communications Bureau, or as a bomb technician must pass a drug test prior to assignment. Additionally, all police officers assigned to those units or divisions shall be subject to periodic testing upon order by the Chief of Police.
- C. Reasonable Suspicion: If individualized reasonable suspicion exists that any police officer has used or possessed an illegal drug or unauthorized controlled substance or has violated the alcohol-related provisions of this policy, the Chief may order the police officer to submit a urine and/or breath/saliva specimen for alcohol and/or drug testing.
- D. Physical Examination or Return to Duty: A drug and alcohol test shall be included in every physical examination conducted by the City Medical Advisor when a police officer returns to duty from injury, disability or personal sick leave of more than thirty (30) calendar days.
- E. Promotion: Appointment for promotion shall not become effective until the eligible police officer has passed a drug test.
- F. Post Accident: Any police officer who, while operating a city vehicle, is involved in a motor vehicle accident. The test shall be performed as soon as possible after the accident.
- G. Random Testing: The department shall, every month, randomly test at least eight percent (8%) of all police officers and 100% annually.

Section 7. Any officer who is disciplined as a result of testing under this agreement is entitled to all appeals he/she is entitled to for any other disciplinary offense.

ARTICLE 29. POLICE OFFICER BILL OF RIGHTS

Section 1. Employees being questioned by the Office of Professional Responsibility (OPR) as an object of investigation which a reasonable person could believe will lead to removal or suspension shall be entitled to the following privileges insofar as feasible under the circumstances and upon request of the employee:

- A. Questioning at a police station unless another location is warranted by the facts;
- B. Written notification or statement of the nature of the investigation;
- C. Twenty-four (24) hours to respond in writing to allegations made against the officer;
- D. Twenty-four (24) hours advanced notification of OPR's intention to interview an officer about allegations made against the officer;

- E. Right to the presence of a representative of the officer's choice during questioning if so requested by the officer;
- F. Afforded all other rights given to police officers in Chapter 143, Texas Local Government Code;

Section 2. This article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems important.

Section 3. This Article shall in no way infringe upon the Employer's right and power to discipline employees.

Section 4. If the Employer violates any of the provisions of this Article, such violation shall not affect the disciplinary action by the Employer unless such action was based solely upon facts derived from the violation of this Article.

ARTICLE 30. LABOR RELATIONS COMMITTEE

Section 1. Purpose: The Union and the City acknowledge that a harmonious working relationship is essential to the success of this Agreement, and the first basic tenet of such a working relationship involves cooperation and mutual recognition of each other's positions with regard to issues that effect officers. To such end, a Labor Relations Committee shall be established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner. This forum is not for purposes of embarrassment or castigation of one party against the other. Moreover, this cooperation and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives and decision making authority. Neither the Police Chief, the McAllen Police Officers' Union, nor the City is bound to implement any resolution recommended by the committee.

Section 2. Structure: The Labor Committee shall consist of six (6) members, three (3) who shall be appointed by the Union. There are no qualifications for appointment other than membership in the Union. Three (3) management appointments shall be made at the discretion of the Chief of Police.

Section 3. Meetings: The Committee shall meet regularly as needed at an agreed upon date, time and location. Special called meetings may be held in the interim at the call of the Chief and be limited to issues requiring special consideration. A quorum is not required for action to be authorized by committee. Meetings will not be conducted so as to be subject to the Open Meetings Act. The business of the meeting shall be conducted informally in an atmosphere conducive to the open, candid and constructive discussion of issues. The Committee shall be responsible for: Making recommendations on issues that effect officers, responding to requests for input from the Chief, the joint development presentation of the mandatory TCLEOSE continuing, in-service training course mandated by state law, proffering issues that effect the health and safety of officers, including but not limited to equipment, working conditions, and identifying and suggesting ways to improve the effectiveness of police officers, increase professionalism and develop pride in the police services of the City of McAllen, Individual disciplinary cases will not be discussed.

ARTICLE 31. UNION BUSINESS LEAVE POOL

Section 1. The City shall provide fifteen (15) days of paid leave to a pool known as the "Union Business Leave Pool". The pool shall be used for the following activities:

- 1) Attending seminars or workshops by up to three (3) members.
- 2) Attending Union conventions and business meetings by up to three (3) members.
- 3) Appearing before City Council.
- 4) Handling grievances and arbitrations.

Section 2. The Union will be responsible for payment of travel expenses and fees associated with related travel.

Section 3. Use of paid leave known as the "Union Business Leave Pool" must be approved by the Union President.

Section 4. All leave under this section must be approved by the Chief of Police.

ARTICLE 32. NO STRIKE – NO LOCK OUT

Section 1. The Union agrees that it shall not authorize, ratify, encourage, or otherwise support any strike, slow-down, sick-out, nor any other form of work stoppage or interference with business of the City and shall cooperate fully with the City in preventing and/or halting any such action. The City agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

Section 2. Should the Union violate this provision, the City reserves the right to assert any remedies available to it (at law, in equity, or otherwise) in such forum(s) as may be appropriate.

Section 3. The Union agrees that it will not support or assist in any manner any Union member or any other employee who violates this Article. Such agreement includes, but not limited to, the agreement to not provide representation for such person in the event of disciplinary action for violation of this Article and to not approve nor put forward any grievance on behalf of any such persons.

ARTICLE 33. HIRING AND TRAINING NEW OFFICERS

Section 1. A two (2) hour section of police officers rights will be part of the standard training of all new employees. This training will include coverage of the current collective bargaining agreement between the City and the Union. The Union will be permitted to make a presentation covering sections of police officers rights and the current collective bargaining agreement.

Section 2. No other Employee Union that is eligible to be the bargaining agent for McAllen police Officers will be permitted to make any presentations to McAllen Police Department Academies without the express written consent of the Union and the City. Both the City and Union shall share equal time in the section presentation.

ARTICLE 34. REAPPOINTMENT AFTER RESIGNATION

Section 1. A Police Officer who leaves in good standing with the City may be offered reappointment by the Chief of Police to a classification not higher than police officer without taking another departmental entrance examination if the officer requests such reappointment in writing, the request for reappointment is submitted within one year of the effective date of the officer's resignation, the officer meets eligibility for beginning position requirements as set forth in section 143.023 Texas Local Government Code, a vacancy in a classification not higher than police officer exists in the department, and the Chief of Police approves the request for reappointment.

ARTICLE 35. IMPASSE PROCEDURES

Section 1. When an impasse occurs as defined by Chapter 174.151 of the Texas Local Government Code, the City and the Union shall proceed to mediate the disputes with an independent Federal Mediator.

ARTICLE 36. PARKING

Section 1. The City shall continue to provide the existing parking without cost to employees.

ARTICLE 37. RESOLUTION OF LITIGATION RE BARGAINING


Section 1. As a term and condition of this Labor Agreement, the Union will dismiss with prejudice all pending litigation and release all claims for back wages or benefits resulting from any delays relating to the collective bargaining process and agrees that ratification and implementation of this Labor Agreement resolves all pending disputes related to the collective bargaining process pending at the time of this Labor Agreement is concluded.

-END-

SIGNATURE & EXECUTION PAGE


THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED,
REVIEWED, AND APPROVED BY EACH OF THE PARTIES IDENTIFIED
BELOW, AS REFLECTED BY THE SIGNATURES OF THE PARTY
REPRESENTATIVES:

CITY OF MCALLEN, TEXAS

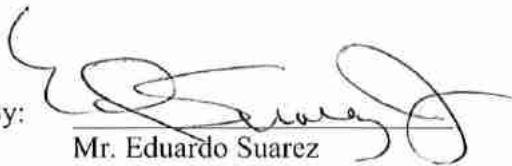
By: 
Mr. Mike Perez
City Manager

Dated: 12-27-07


LS
PC

By: 
Mr. Kevin Pagan
City Attorney

MCALLEN POLICE OFFICERS' UNION,

By: 
Mr. Eduardo Suarez
President Elect, MPOU

Dated: 12/27/07


Secretary, MPOU
Juan R. Ramirez